

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

THE NEBRASKA METHODIST HOSPITAL, a
Nebraska non-profit corporation, JENNIE
EDMUNDSON MEMORIAL HOSPITAL, an
Iowa non-profit corporation, MARY LANNING
MEMORIAL HOSPITAL ASSOCIATION, a
Nebraska non-profit corporation, FREMONT
HEALTH, a Nebraska county hospital,
COLUMBUS COMMUNITY HOSPITAL, INC.,
a Nebraska non-profit corporation, and
FRANCISCAN CARE SERVICES, INC. d/b/a
ST. FRANCIS MEMORIAL HOSPITAL, WEST
POINT, NEBRASKA, a Nebraska non-profit
corporation,

Plaintiffs,

v.

COOPERATIVE PRODUCERS INC. GROUP
BENEFIT PLAN, CENTRAL VALLEY AG
FLEXIBLE BENEFIT PLAN, STATE LAW
ENFORCEMENT BARGAINING COUNCIL
EMPLOYEE HEALTH AND DENTAL
BENEFIT PLAN, AMERICAN GAMES INC.
EMPLOYEE BENEFIT PLAN, GOODRICH
DAIRY INC. MEDICAL BENEFIT PLAN,
RHODEN AUTO CENTER INC. HEALTH
CARE PLAN, SID DILLON INC. HEALTH
CARE PLAN, NISSAN OF OMAHA HEALTH
CARE PLAN, INDEPENDENT
TECHNOLOGIES INC. HEALTH CARE
PLAN, THE BENEFIT GROUP, INC., a
Nebraska corporation, and ANASAZI
MEDICAL PAYMENT SOLUTIONS, INC.
d/b/a ADVANCED MEDICAL PRICING
SOLUTIONS, a foreign corporation,

Defendants.

Case No. _____

COMPLAINT

Plaintiffs, The Nebraska Methodist Hospital, a Nebraska non-profit corporation
("NMH"), Jennie Edmundson Memorial Hospital, an Iowa non-profit corporation
("JEMH"), Mary Lanning Memorial Hospital Association, a Nebraska non-profit

corporation ("MLMH"), Fremont Health, a Nebraska county hospital ("FH"), Columbus Community Hospital, Inc., a Nebraska non-profit corporation ("CCH"), and Franciscan Care Services, Inc. d/b/a St. Francis Memorial Hospital, West Point, Nebraska ("St. Francis") (collectively "Hospitals"), for their causes of action against the defendants, Cooperative Producers Inc. Group Benefit Plan, ("CPI"), Central Valley Ag Flexible Benefit Plan ("CVA"), State Law Enforcement Bargaining Council Employee Health and Dental Benefit Plan ("SLEBC"), American Games Inc. Employee Benefit Plan ("American Games"), Goodrich Dairy Inc. Medical Benefit Plan ("Goodrich"), Rhoden Auto Center Inc. Health Care Plan ("Rhoden"), Sid Dillon Inc. Health Care Plan ("Dillon"), Nissan of Omaha Health Benefit Plan ("Nissan"), and Independent Technologies Inc. Health Benefit Plan ("ITI") (collectively the "Benefit Plans"), The Benefit Group, Inc., a Nebraska Corporation ("TBG") and Anasazi Medical Payment Solutions, Inc. d/b/a Advanced Medical Pricing Solutions ("AMPS"), a foreign corporation, states and alleges as follows:

1. This action arises from the Benefit Plans' failure to pay for charges incurred by their participants for goods and services rendered by the Hospitals at rates contractually agreed in advance through the parties' participation in a preferred provider organization known as the First Health Network. The failure of the Benefit Plans to honor their obligations was induced by TBG and AMPS, administrators and consultants to the Benefit Plans, and agents of the Benefit Plans, who though aware of the obligations of both the Benefit Plans and the Hospitals in the First Health Network, initiated and caused the Benefit Plans' failure to pay at contracted rates.

2. NMH is an affiliate of Nebraska Methodist Health System, and operates

acute care hospitals in Douglas County, Nebraska, known as Nebraska Methodist Hospital and Methodist Women's Hospital. JEMH is an affiliate of Nebraska Methodist Health System, and operates an acute care hospital in Council Bluffs, Iowa. MLMH operates an acute care hospital in Hastings, Nebraska. FH operates an acute care hospital in Fremont, Nebraska. CCH operates an acute care hospital in Columbus, Nebraska. St. Francis operates an acute care hospital in West Point, Nebraska.

3. Hospitals are contracted providers in the First Health Network. Each hospital, itself or through its contracting agents, has executed a contract with First Health (the "Provider Agreements") which provide that the hospital will accept an agreed percentage reduction from billed charges as payment in full for goods and services rendered to patients whose health benefit plan is a participant in the First Health Network.

4. The Benefits Plans are each an employee welfare benefit plan providing health benefits to their respective participants and beneficiaries, and which each do business in connection with those health benefits in Douglas County, Nebraska. The Benefit Plans are or were participants in the First Health Network. On information and belief, each Benefit Plan has executed a contract with First Health (the "Group Agreements") which provides that the benefit plan will pay for goods and services rendered to plan participants by health care providers who are also participants in the First Health Network, including the Hospitals, at the contractually agreed rate set forth in the Provider Agreements.

5. TBG is a Nebraska corporation doing business in Douglas County, Nebraska, has been engaged by each Benefit Plan as the third party administrator of

the Benefit Plan, and in that role processes claims for payment on behalf of the Benefit Plans. At all relevant times, TBG acted as an agent of each Benefit Plan, had knowledge of the Benefit Plans' participation in the First Health Network, and had knowledge of the terms and conditions of the Provider Agreements and the Group Agreements regarding the payment of benefits at discounted rates.

6. AMPS has been engaged by TBG and/or by the Benefit Plans to provide "cost management services" within the State of Nebraska, and in that role assists in the processing of claims for payment by the Benefit Plans in Nebraska. At all relevant times, AMPS acted as an agent of each Benefit Plan and/or of TBG, had knowledge of the Benefit Plans' participation in the First Health Network, and had knowledge of the terms and conditions of the Provider Agreements and the Group Agreements regarding the payment of benefits at discounted rates.

7. Venue is appropriate in this Court pursuant to Neb. Rev. Stat. § 25-403.01, as the transaction or some part of the transaction out of which the causes of action arose occurred in Douglas County, Nebraska.

8. In 100 instances occurring on and after October of 2014, certain patients whose health benefits were provided by the Benefit Plans received goods and service from the Hospitals. In each case, the patient represented to the Hospital on admission that the patient's health benefits were provided through a benefit plan participating in the First Health Network, and provided a plan identification card from the First Health Network. In each case, the Hospitals submitted claims for the goods and services they provided in the ordinary course of business in accordance with the Provider Agreements and the Group Agreements to the Benefit Plans or their agents for payment with the

appropriate contractual discount. In each case, TBG and AMPS, on behalf of the Benefit Plans, failed to initiate payment of the claim at the contracted rate, but instead initiated and caused payment at an amount materially less than the contracted rate. The claims at issue are identified by patient initials, provider, date of service, benefit plan, billed charge and unpaid balance in Exhibit A, attached and incorporated by reference.

**FIRST CAUSE OF ACTION
(Breach of Contract – PPO Contract)
(Benefit Plan Defendants)**

9. The Hospitals restate their prior allegations as if set forth here.

10. The Provider Agreements and the Group Agreements are contracts that were executed in reference to and as part of the same transaction, and should be considered and construed together as a single obligation (the "PPO Contract"). The Hospitals are entitled to maintain suit for the Benefit Plans' breach of the PPO Contract.

11. The Benefit Plans breached the PPO Contract by their failure to pay the claims identified in Exhibit A at the First Health contracted rate.

12. The breach was a proximate cause of damage to the Hospitals in the combined sum of not less than \$1,060,232.60, less any partial payments previously made, payable by each Benefit Plan to each Hospital in accordance with the information contained in Exhibit A.

**SECOND CAUSE OF ACTION
(Breach of Contract – Group Agreements)
(Benefit Plan Defendants)**

13. The Hospitals restate their prior allegations as if set forth here.

14. In the alternative, the Hospitals are each an intended third party

beneficiary of the Group Agreements between the Benefit Plans and First Health. The Hospitals, as third party beneficiaries, are entitled to maintain suit for the Benefit Plans' breach of their respective Group Agreement.

15. The Benefit Plans breached their respective Group Agreement by failing to pay the claims identified in Exhibit A at the First Health contracted rate.

16. The breach was a proximate cause of damage to the Hospitals in the combined sum of not less than \$1,060,232.60, less any partial payments previously made, payable by each Benefit Plan to each Hospital in accordance with the information contained in Exhibit A.

**THIRD CAUSE OF ACTION
(Unjust Enrichment)
(Benefit Plan Defendants)**

17. The Hospitals restate their prior allegations as if set forth here.

18. In the alternative, the Benefit Plans have been unjustly enriched through their failure to pay the Hospitals at the First Health contracted rate.

19. The Benefit Plans have retained possession of funds that, in justice and fairness, ought to be paid to the Hospitals, in an amount not less than \$1,060,232.60, less any partial payments previously made, payable by each Benefit Plan to each Hospital in accordance with the information contained in Exhibit A.

**FOURTH CAUSE OF ACTION
(Tortious Interference with Business Relationship and Expectancy)
(TBG and AMPS)**

20. The Hospitals restate their prior allegations as if set forth here.

21. The Hospitals had a valid existing business relationship and expectancy with First Health, through the Provider Agreements and the Hospital's participation in

the First Health Network, including an expectation of receiving their respective First Health contracted rate for goods and services provided to Benefit Plan participants.

22. TBG and AMPS were each aware of the business relationship and expectancy.

23. The acts of TBG and AMPS described above, including without limitation inducing the Benefit Plans to initiate benefit payments to the Hospitals in an amount less than the First Health contracted rate, constituted unjustified, intentional interference with that relationship and expectancy.

24. Defendants' acts were the proximate cause of harm and damage to the Hospitals in an amount not less than \$1,060,232.60, less any partial payments previously made, payable by each Benefit Plan to each Hospital in accordance with the information contained in Exhibit A.

**FIFTH CAUSE OF ACTION
(Civil Conspiracy)
(All Defendants)**

25. The Hospitals restate their prior allegations as if set forth here.

26. In the alternative, if either TBG or AMPS were not acting as agents for the Benefit Plans, the Defendants combined to accomplish by concerted action an unlawful or oppressive object, in particular, an unlawful and tortious interference with the Hospital's Provider Agreements and the Hospital's legitimate expectancy arising from participation in the First Health Network.

27. The Defendants each committed at least one overt act in furtherance of the conspiracy, including without limitation by their participation in initiating benefit payments to the Hospitals in an amount less than the First Health contracted rate.

28. Defendants' acts were the proximate cause of harm and damage to the Hospitals in an amount not less than \$1,060,232.60, less any partial payments previously made, payable by each Benefit Plan to each Hospital in accordance with the information contained in Exhibit A.

**SIXTH CAUSE OF ACTION
(Declaratory Judgment)
(All Defendants)**

29. The Hospitals restate their prior allegations as if set forth here.

30. There exists a current, ripe and active dispute between the parties regarding the contractual obligations of the Benefit Plans, together with their administrators and consultants, to pay for goods and service at the First Health contracted rate.

31. The Hospitals are entities whose rights are affected by the dispute, and who require a declaration of the parties respective rights, status and legal relations under the Provider Agreements and the Group Agreements, in particular, whether the Benefit Plans are obligated to pay for goods and services at the First Health contracted rate.

32. A declaration of the parties' rights would terminate existing uncertainty and controversy.

33. The Hospitals therefore seek, and hereby requests in accordance with Neb. Rev. Stat. § 25-21,149 through 21,151, an order declaring that Benefit Plans, together with their administrators and consultants, are obligated to pay for goods and services received by their participants and beneficiaries at the First Health contracted rate for each respective Hospital.

WHEREFORE, the Hospitals respectfully request judgment against the Defendants, jointly and severally, in an amount not less than \$1,060,232.60, less any partial payments previously made, payable by each Benefit Plan to each Hospital in accordance with the information contained in Exhibit A, an order declaring that the Benefit Plans are obligated to pay for goods and services received by their participants and beneficiaries at the First Health contracted rate for each respective Hospital, for prejudgment interest, the costs of this action and such further relief as the Court finds appropriate.

Dated this 19th day of May, 2016.

THE NEBRASKA METHODIST HOSPITAL, a
Nebraska non-profit corporation, JENNIE
EDMUNDSON MEMORIAL HOSPITAL, an
Iowa non-profit corporation, MARY LANNING
MEMORIAL HOSPITAL ASSOCIATION, a
Nebraska non-profit corporation, FREMONT
HEALTH, a Nebraska county hospital,
COLUMBUS COMMUNITY HOSPITAL, INC.,
a Nebraska non-profit corporation, and
FRANCISCAN CARE SERVICES, INC. d/b/a
ST. FRANCIS MEMORIAL HOSPITAL, WEST
POINT, NEBRASKA, a Nebraska non-profit
corporation, Plaintiffs

By: /s/Steven D. Davidson
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	Patient Name	Provider Name	DOS	Group Name	Billed Amount	Outstanding Balance
1.	W.K	Nebraska Methodist Hospital	2/8/2015	CVA	\$50,657.46	\$20,734.26
2.	A.K.	Nebraska Methodist Hospital	2/15/2015	CVA	\$9,158.00	\$5,202.68
3.	M.O.	Nebraska Methodist Hospital	12/26/2014	Rhoden	\$19,544.20	\$14,856.83
4.	M.O.	Nebraska Methodist Hospital	4/14/2015	Rhoden	\$10,602.00	\$9,101.39
5.	B.N.	Nebraska Methodist Hospital	1/22/2015	SLEBC	\$7,717.10	\$6,715.07
6.	K.L.	Methodist Women's Hospital	1/23/2015	Dillon	\$38,799.66	\$22,495.05
7.	D.H.	Nebraska Methodist Hospital	12/18/2014	SLEBC	\$28,122.84	\$18,521.30
8.	J.S.	Nebraska Methodist Hospital	3/18/2015	SLEBC	\$18,090.70	\$9,059.36
9.	M.H.	Nebraska Methodist Hospital	3/5/2015	Goodrich	\$12,824.40	\$7,928.98
10.	A.P.	Methodist Women's Hospital	1/28/15	American Game	\$12,177.60	\$4,792.24
11.	J.N.	Jennie Ed Memorial Hospital	4/3/2015	American Games	\$6,680.30	\$4,014.67
12.	L.W.	Nebraska Methodist Hospital	10/29/2014	American Games	\$33,678.89	\$17,171.46
13.	B.T.	Nebraska Methodist Hospital	6/23/2015	CPI	\$39,460.86	\$25,572.84
14.	M.O.	Nebraska Methodist Hospital	7/16/2015	Rhoden	\$15,431.19	\$13,736.41
15.	B.D.	Nebraska Methodist Hospital	3/30/2015	Dillon	\$18,733.66	\$12,913.59
16.	C.A.	Nebraska Methodist Hospital	6/11/2015	Dillon	\$13,680.88	\$8,578.50
17.	K.L.	Nebraska Methodist Hospital	3/25/2015	Dillon	\$8,682.00	\$7,655.15
18.	K.L.	Nebraska Methodist Hospital	3/18/2015	Dillon	\$9,934.00	\$8,324.00
19.	A.S.	Nebraska Methodist Hospital	11/13/2014	Rhoden	\$6,138.20	\$4,279.59
20.	D.D.	Jennie Ed Memorial Hospital	8/4/2015	American Games	\$18,534.46	\$10,021.65
21.	J.J.	Nebraska Methodist Hospital	6/24/2015	CVA	\$49,925.20	\$41,925.23

22.	J.D.	Jennie Ed Memorial Hospital	9/23/2015	Rhoden	\$5,414.20	\$10,662.72
23.	S.K.	Methodist Women's Hospital	6/10/2015	CVA	\$20,336.90	\$11,173.96
24.	T.P.	Jennie Ed Memorial Hospital	8/20/2015	American Games	\$16,310.59	\$12,550.13
25.	V.F.	Jennie Ed Memorial Hospital	9/21/2015	American Games	\$44,620.53	\$26,173.83
26.	E.C.	Jennie Ed Memorial Hospital	8/28/2015	American Games	\$22,521.40	\$17,054.77
27.	W.M.	Nebraska Methodist Hospital	8/4/2015	Dillon	\$26,293.52	\$18,052.50
28.	L.W.	Nebraska Methodist Hospital	6/1/2015	Nissan	\$29,860.76	\$13,588.75
29.	M.W.	Methodist Women's Hospital	8/13/2015	SLEBC	\$22,226.04	\$12,572.24
30.	R.W.	Methodist Women's Hospital	8/15/2015	SLEBC	\$41,391.93	\$18,720.88
31.	A.P.	Methodist Women's Hospital	11/20/2015	American Games	\$20,028.40	\$12,857.67
32.	L.W.	Nebraska Methodist Hospital	7/1/2015	Nissan	\$19,793.00	\$7,937.05
33.	B.H.	Methodist Women's Hospital	11/30/2015	Goodrich	\$11,316.00	\$6,802.13
34.	R.S.	Nebraska Methodist Hospital	12/16/2015	Dillon	\$15,781.29	\$8,938.72
35.	M.O.	Nebraska Methodist Hospital	12/30/2015	Rhoden	\$10,632.20	\$9,229.61
36.	N.H.	Mary Lanning Memorial Hospital	1/2/2015	CPI	\$5,763.70	\$4,095.39
37.	B.A.	Mary Lanning Memorial Hospital	4/2/2015	CPI	\$15,530.99	\$9,867.80
38.	D.A.	Mary Lanning Memorial Hospital	5/1/2015	CPI	\$10,200.73	\$5,492.00
39.	J.B.	Mary Lanning Memorial Hospital	3/3/2015	CPI	\$35,971.19	\$21,147.13
40.	K.B.	Mary Lanning Memorial Hospital	1/23/2015	SLE	\$40,165.14	\$21,710.07
41.	J.B.	Mary Lanning Memorial Hospital	1/23/2015	CPI	\$5,750.40	\$4,824.41
42.	L.D.	Mary Lanning Memorial Hospital	4/13/2015	SLE	\$1,601.65	\$866.67
43.	J.D.	Mary Lanning Memorial Hospital	5/15/2015	CPI	7,566.34	\$3,041.71

44.	B.H.	Mary Lanning Memorial Hospital	2/4/2015	CPI	\$9,404.14	\$7,751.49
45.	A.H.	Mary Lanning Memorial Hospital	7/6/2015	SLE	\$11,349.83	\$4,204.06
46.	M.K.	Mary Lanning Memorial Hospital	3/30/2015	CPI	\$5,697.43	\$2,788.13
47.	D.K.	Mary Lanning Memorial Hospital	1/26/2015	CPI	\$5,573.61	\$4,736.64
48.	D.K.	Mary Lanning Memorial Hospital	4/6/2015	SLE	\$16,064.70	\$3,138.37
49.	G.L.	Mary Lanning Memorial Hospital	2/25/2015	CPI	\$5,138.24	\$4,444.06
50.	G.L.	Mary Lanning Memorial Hospital	4/1/2015	CPI	\$6,537.10	\$4,177.67
51.	C.M.	Mary Lanning Memorial Hospital	5/1/2015	CPI	\$5,717.29	\$3,336.56
52.	J.N.	Mary Lanning Memorial Hospital	1/17/2015	CPI	\$5,347.67	\$3,171.69
53.	N.P.	Mary Lanning Memorial Hospital	4/5/2015	CPI	\$5,760.22	\$4,326.20
54.	W.R.	Mary Lanning Memorial Hospital	2/11/2015	CPI	\$23,500.17	\$17,158.54
55.	W.R.	Mary Lanning Memorial Hospital	4/7/2015	CPI	\$3,710.75	\$3,227.01
56.	W.R.	Mary Lanning Memorial Hospital	4/16/2015	CPI	\$3,028.63	\$2,578.97
57.	W.R.	Mary Lanning Memorial Hospital	5/6/2015	CPI	\$112,375.97	\$66,337.57
58.	J.S.	Mary Lanning Memorial Hospital	2/7/2015	CPI	\$5,093.70	\$4,141.10
59.	B.S.	Mary Lanning Memorial Hospital	4/10/2015	CPI	\$6,596.96	\$1,085.50
60.	S.W.	Mary Lanning Memorial Hospital	4/12/2015	CPI	\$13,134.92	\$5,438.84
61.	L.W.	Mary Lanning Memorial Hospital	3/31/2015	CPI	\$8,164.84	\$3,948.50
62.	P.W.	Mary Lanning Memorial Hospital	3/2/2015	CPI	\$8,302.49	\$7,088.38
63.	R.Z.	Mary Lanning Memorial Hospital	3/4/2015	CPI	\$4,828.16	\$3,758.34
64.	D.S.	Mary Lanning Memorial Hospital	3/9/2015	CPI	\$13,778.63	\$9,235.99
65.	L.W.	Mary Lanning Memorial Hospital	9/15/2015	CPI	\$17,783.71	\$12,911.46
66.	J.B.	Mary Lanning Memorial Hospital	11/10/2015	CPI	\$34,780.84	\$21,552.94
67.	B.B.	Mary Lanning Memorial Hospital	3/10/2015	CVA	\$10,171.88	\$6,064.92
68.	B.T.	Mary Lanning Memorial Hospital	11/11/2015	CPI	\$16,632.95	\$12,403.91

69.	W.H.	Fremont Health		11/25/2015	Goodrich	\$15,016.95	\$8,188.68
70.	A.B.	Fremont Health		4/28/2015	Dillon	\$14,996.59	\$9,077.41
71.	G.L.	Fremont Health		1/21/2015	Dillon	\$22,117.23	\$14,431.89
72.	G.L.	Fremont Health		1/24/2015	Dillon	\$12,855.62	\$10,364.99
73.	S.D.	Fremont Health		3/30/2015	CVA	\$2,387.25	\$1,942.68
74.	S.D.	Fremont Health		3/30/2015	CVA	\$4,932.25	\$4,033.34
75.	L.E.	Fremont Health		8/27/2015	SLEBC	\$22,243.74	\$12,727.75
76.	B.H.	Fremont Health		1/10/2015	Goodrich	\$7,729.54	\$6,197.46
77.	W.H.	Fremont Health		1/22/2015	Goodrich	\$4,682.50	\$3,893.30
78.	B.M.	Fremont Health		4/1/2015	ITI	\$11,433.92	\$9,208.93
79.	J.G.	Fremont Health		11/25/2015	Dillion	\$14,923.50	\$9,933.54
80.	M.B.	Fremont Health		11/20/2015	Dillion	\$12,727.17	\$6,631.39
81.	G.L.	Fremont Health		2/1/2015	Dillion	\$9,641.19	\$7,786.78
82.	B.M.	Fremont Health		4/6/2015	ITI	\$10,675.33	\$9,078.77
83.	N.M.	Fremont Health		1/26/2015	Dillion	\$6,092.02	\$1,609.49
84.	F.N.	Fremont Health		3/23/2015	Dillion	\$4,517.25	\$2,637.84
85.	J.P.	Fremont Health		2/27/2015	Dillion	\$22,321.94	\$15,752.65
86.	N.B.	Columbus Community Hospital		2/17/2015	CVA	\$15,781.91	\$15,278.07
87.	K.B.	Columbus Community Hospital		6/5/2015	SLEBC	\$18,154.27	\$9,776.19
88.	M.J.	Columbus Community Hospital		2/17/2015	CVA	\$14,671.15	\$12,937.14
89.	M.J.	Columbus Community Hospital		2/16/2015	CVA	\$3,920.90	\$3,037.68
90.	K.L.	Columbus Community Hospital		4/27/2015	CVA	\$8,385.50	\$6,280.47
91.	L.P.	Columbus Community Hospital		9/10/2015	CVA	\$12,309.55	\$5,821.60
92.	E.S.	Columbus Community Hospital		12/19/2015	CVA	\$15,992.05	\$15,992.05
93.	E.S.	Columbus Community Hospital		12/19/2015	CVA	\$240.00	\$240.00

94.	E.S.	Columbus Community Hospital	3/6/2015	CVA	\$5,499.05	\$5,499.85
95.	C.S.	Columbus Community Hospital	10/01/2015	SLEBC	\$5,955.28	\$4,281.35
96.	C.M.	St. Francis Memorial Hospital	3/30/2015	CVA	\$12,585.40	\$6,778.65
97.	D.W.	St. Francis Memorial Hospital	1/30/2015	CVA	\$5,218.40	\$3,766.37
98.	K.P.	St. Francis Memorial Hospital	2/2/2015	CVA	\$4,145.40	\$3,196.36
99.	M.B.	St. Francis Memorial Hospital	4/9/2015	CVA	\$14,893.90	\$6,004.75
100.	B.G.	St. Francis Memorial Hospital	10/23/2015	CVA	\$27,682.05	\$15,286.23
TOTAL:						\$1,060,232.60

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