

Conditions to Change in Control and Governance of St. Mary Medical Center¹ and Approval Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services and the Supplemental Agreement by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian

I.

These Conditions shall be legally binding on the following entities: Providence St. Joseph Health, a Washington nonprofit corporation, Providence Health & Services, a Washington nonprofit corporation, St. Joseph Health System, a California nonprofit public benefit corporation, St. Joseph Health Ministry, a California nonprofit public benefit corporation, Covenant Health Network, Inc., a California nonprofit public benefit corporation, St. Mary Medical Center (St. Mary Medical Center Corporation), a California nonprofit public benefit corporation, Redwood Memorial Hospital of Fortuna, California nonprofit public benefit corporation, St. Joseph Hospital of Eureka, a California nonprofit public benefit corporation, Queen of the Valley Medical Center, a California nonprofit public benefit corporation, Hoag Memorial Hospital Presbyterian, a California nonprofit public benefit corporation, Mission Hospital Regional Medical Center, a California nonprofit public benefit corporation, St. Joseph Hospital of Orange, a California nonprofit public benefit corporation, St. Jude Hospital, a California nonprofit public benefit corporation, Santa Rosa Memorial Hospital, a California nonprofit public benefit corporation, SRM Alliance Hospital Services, a California nonprofit public benefit corporation, Providence Health System – Southern California, a California nonprofit religious corporation, Providence Saint John’s Health Center, a California nonprofit religious corporation, any other subsidiary, parent, general partner, limited partner, member, affiliate, successor, successor in interest, assignee, or person or entity serving in a similar capacity of any of the above-listed entities, any entity succeeding thereto as a result of consolidation, affiliation, merger, or acquisition of all or substantially all of the real property or operating assets of St. Mary Medical Center or the real property on which St. Mary Medical Center is located, any and all current and future owners, lessees, licensees, or operators of St. Mary Medical Center, and any and all current and future lessees and owners of the real property on which St. Mary Medical Center is located.

II.

The transaction approved by the Attorney General consists of the Health System Combination Agreement by and between St. Joseph Health System and Providence Health & Services, dated November 23, 2015, and the Supplemental Agreement made and entered into by and between St. Joseph Health System, Providence Health & Services, and Hoag Memorial Hospital Presbyterian, dated September 30, 2015, and any and all amendments, agreements, or documents

¹ Throughout this document, the term “St. Mary Medical Center” shall mean the general acute care hospital located at 18300 US Highway 18, Apple Valley, CA 92307-2206, and any other clinics, laboratories, units, services, or beds included on the license issued to St. Mary Medical Center by the California Department of Public Health, effective December 22, 2015, unless otherwise indicated.

referenced in or attached to as an exhibit or schedule to the Health System Combination Agreement and the Supplemental Agreement.

All of the entities listed in Condition I shall fulfill the terms of these agreements or documents and shall notify the Attorney General in writing of any proposed modification or rescission of any of the terms of these agreements or documents. Such notifications shall be provided at least sixty days prior to their effective date in order to allow the Attorney General to consider whether they affect the factors set forth in Corporations Code section 5923.

III.

For eleven fiscal years from the closing date of the Health System Combination Agreement, Providence St. Joseph Health, St. Joseph Health System, St. Mary Medical Center Corporation, and all future owners, managers, lessees, licensees, or operators of St. Mary Medical Center shall be required to provide written notice to the Attorney General sixty days prior to entering into any agreement or transaction to do any of the following:

(a) Sell, transfer, lease, exchange, option, convey, manage, or otherwise dispose of St. Mary Medical Center; or

(b) Transfer control, responsibility, management, or governance of St. Mary Medical Center. The substitution or addition of a new corporate member or members of Providence St. Joseph Health, St. Joseph Health System, or St. Mary Medical Center Corporation that transfers the control of, responsibility for, or governance of St. Mary Medical Center shall be deemed a transfer for purposes of this Condition. The substitution or addition of one or more members of the governing bodies of Providence St. Joseph Health, St. Joseph Health System, or St. Mary Medical Center Corporation, or any arrangement, written or oral, that would transfer voting control of the members of the governing bodies of Providence St. Joseph Health, St. Joseph Health System, or St. Mary Medical Center Corporation shall also be deemed a transfer for purposes of this Condition.

IV.

For ten years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Mary Medical Center Corporation shall operate and maintain St. Mary Medical Center as a licensed general acute care hospital (as defined in California Health and Safety Code Section 1250).

V.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Mary Medical Center Corporation shall maintain and provide the following healthcare services at current² licensure and designation with the current types and/or levels of services at St. Mary Medical Center:

²The term "current" or "currently" throughout this document means as of December 22, 2015.

- a) 24-hour emergency medical services, including a minimum of 34 emergency treatment stations;
- b) Pediatric services, including a minimum of 8 licensed pediatric beds;
- c) Cardiac services, including a minimum of 2 cardiac catheterization labs and the designation as a STEMI Receiving Center;
- d) Critical care services, including a minimum of 20 intensive care beds;
- e) Obstetrics services, including a minimum of 16 obstetrics beds;
- f) Neonatal intensive care services, including a minimum of 8 neonatal intensive care beds and designation as a Level II Neonatal Intensive Care Unit; and
- g) Women's health services, including mammography and stereotactic breast biopsy.

St. Joseph Health System and St. Mary Medical Center Corporation shall not place all or any portion of the above-listed licensed-bed capacity or services in voluntary suspension or surrender its license for any of these beds or services.

VI.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Mary Medical Center Corporation shall maintain and provide the following healthcare services at St. Mary Medical Center at current licensure and designation with the current types and/or levels of services as committed to in Exhibit 8.13 of the Health System Combination Agreement attached hereto as Exhibit 1:

- a) Diabetes care services;
- b) Imaging/radiology services;
- c) Laboratory services;
- d) Rehabilitation services;
- e) Surgical services; and
- f) Wound care services.

Within the first year after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall begin implementation of the Providence Health & Services' Clinical Institutes' program across the system in order to deliver better patient outcomes across the most common conditions causing hospitalization. Such implementation shall include the areas of cancer care and musculoskeletal disease. Within two years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health implementation of the Providence Health & Services' Clinical Institutes' program shall also include the areas of neurosciences, cardiovascular, and digestive health.

VII.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Mary Medical Center Corporation shall operate the following community health clinics including providing services for the Well Woman Cancer Detection Program:

- a) St. Mary Medical Center Community Health Center, located at 18077 Outer Highway 18, Suite 100 in Apple Valley;
- b) St. Mary Community Health Center Hesperia Clinic, located at 17071 Main Street in Hesperia; and
- c) St. Mary Medical Center Healthy Beginnings Adelanto Clinic, located at 11424 Chamberlain Way, #9 in Adelanto.

VIII.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Mary Medical Center Corporation shall:

- a) Be certified to participate in the Medi-Cal program at St. Mary Medical Center;
- b) Maintain and have Medi-Cal Managed Care contracts with Inland Empire Health Plan or its successor, to provide the same types and levels of emergency and non-emergency services at St. Mary Medical Center to Medi-Cal beneficiaries (both Traditional Medi-Cal and Medi-Cal Managed Care) as required in these Conditions, on the same terms and conditions as other similarly situated hospitals offering substantially the same services, without any loss, interruption of service or diminution in quality, or gap in contracted hospital coverage, unless the contract is terminated for cause; and
- c) Be certified to participate in the Medicare program by maintaining a Medicare Provider Number to provide the same types and levels of emergency and non-emergency services at St. Mary Medical Center to Medicare beneficiaries (both Traditional Medicare and Medicare Managed Care) as required in these Conditions.

IX.

For six fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Mary Medical Center Corporation shall provide an annual amount of Charity Care (as defined below) at St. Mary Medical Center equal to or greater than \$7,772,603 (the Minimum Charity Care Amount). For purposes hereof, the term "charity care" shall mean the amount of charity care costs (not charges) incurred by St. Joseph Health System and St. Mary Medical Center Corporation in connection with the operation and provision of services at St. Mary Medical Center. The definition and methodology for calculating "charity care" and the methodology for calculating "costs" shall be the same as that used by Office of

Statewide Health Planning Development (OSHPD) for annual hospital reporting purposes.³ St. Joseph Health System and St. Mary Medical Center Corporation shall use and maintain a charity care policy that is no less favorable than its current charity care policy at St. Mary Medical Center and in compliance with California and Federal law.

St. Joseph Health System's and St. Mary Medical Center Corporation's obligation under this Condition shall be prorated on a daily basis if the closing date of the Health System Combination Agreement is a date other than the first day of St. Joseph Health System's and St. Mary Medical Center Corporation's fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Riverside-San Bernardino-Ontario, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100" (as published by the U.S. Bureau of Labor Statistics).

After the closing date of the Health System Combination Agreement, if the actual amount of charity care provided at St. Mary Medical Center for any fiscal year is less than the Minimum Charity Care Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, St. Joseph Health System and St. Mary Medical Center Corporation shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide direct health care services to residents in St. Mary Medical Center's service area (17 ZIP codes), as defined on page 50 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

The 2010 Federal Patient Protection and Affordable Care Act may cause a reduction in future needs of charity care. Any actual reduction will be considered "unforeseen" for purposes of Title 11, California Code of Regulations, section 999.5, subdivision (h).

X.

For six fiscal years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Mary Medical Center Corporation shall provide an annual amount of Community Benefit Services at St. Mary Medical Center equal to or greater than \$4,884,058 (the "Minimum Community Benefit Services Amount") exclusive of any funds from grants. For six fiscal years, the following community benefit programs and services shall continue to be offered:

- a) Bright Futures Mobile Van, including providing services for the Well Woman Cancer Detection Program;

³ OSHPD defines charity care by contrasting charity care and bad debt. According to OSHPD, "the determination of what is classified as . . . charity care can be made by establishing whether or not the patient has the ability to pay. The patient's accounts receivable must be written off as bad debt if the patient has the ability but is unwilling to pay off the account."

- b) Family Resource Center;
- c) Healthy Beginnings;
- d) Mother/Baby Assessment Center;
- e) Health Career Program (Health Professions: Nursing, Physical Therapy, Radiology and Respiratory Students); and
- f) San Bernardino County Public Health Initiatives (as referenced in Exhibit 8.13 of the Health System Combination Agreement attached hereto as Exhibit 1).

St. Joseph Health System's and St. Mary Medical Center Corporation's obligation under this Condition shall be prorated on a daily basis if the effective date of the Health System Combination Agreement is a date other than the first day of St. Joseph Health System's and St. Mary Medical Center Corporation's fiscal year.

For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12 Months Percent Change: All Items Consumer Price Index for All Urban Consumers in the Riverside-San Bernardino-Ontario, CA Consolidated Metropolitan Statistical Area Base Period: 1982-84=100" (as published by the U.S. Bureau of Labor Statistics).

If the actual amount of community benefit services provided at St. Mary Medical Center for any fiscal year is less than the Minimum Community Benefit Services Amount (as adjusted pursuant to the above-referenced Consumer Price Index) required for such fiscal year, St. Joseph Health System and St. Mary Medical Center Corporation shall pay an amount equal to the deficiency to one or more tax-exempt entities that provide community benefit services for residents in St. Mary Medical Center's service area (17 ZIP codes), as defined on page 50 of the Health Care Impact Report, dated March 28, 2016, and attached hereto as Exhibit 2. Such payment(s) shall be made within four months following the end of such fiscal year.

XI.

For five years from the closing date of the Health System Combination Agreement, St. Joseph Health System and St. Mary Medical Center Corporation shall maintain their contracts, including any superseding, successor, or replacement contracts, and any amendments and exhibits thereto with the County of San Bernardino and/or its subdivisions, departments, or agencies for services at St. Mary Medical Center including the following⁴:

- a) Reciprocal Transfer Agreement, No. 15-90, dated February 10, 2015; and
- b) Agreement for Residency Rotations regarding Resident Affiliation Agreements, No. 15-621, dated August 25, 2015.

⁴ The dates referenced in this Condition are either the date the agreement was entered into, the date the agreement was executed, in the title of the agreement, or the original or current effective date of the agreement.

XII.

Providence St. Joseph Health, St. Joseph Health System, and St. Mary Medical Center Corporation shall commit the necessary investments required to meet and maintain OSHPD seismic compliance requirements at St. Mary Medical Center through 2030 under the Alfred E. Alquist Hospital Facilities Seismic Safety Act of 1983, as amended by the California Hospital Facilities Seismic Safety Act, (Health & Saf. Code, § 129675-130070).

XIII.

Providence Health & Services, St. Joseph Health System, and St. Mary Medical Center Corporation shall complete any capital projects as committed to in the Health System Combination Agreement and the Supplemental Agreement.

Within the first three years after the closing date of the Health System Combination Agreement, Providence Health & Services, St. Joseph Health System, and Providence St. Joseph Health shall implement a mental health initiative, with an initial expenditure of \$30 million, in the California communities served by their local ministries (\$10 million per year for each of the first 3 years after the closing date). These funds will be expended solely in California and will be used to identify and address the treatment and causes of mental illness including, but not limited to, mental health counseling, disorders affecting children, depressive disorders, psychotic disorders, treatment for addictive behavior, homelessness and other root causes and effects of mental illness.

XIV.

St. Joseph Health System and St. Mary Medical Center Corporation shall maintain privileges for current medical staff at St. Mary Medical Center who are in good standing as of the closing date of the Health System Combination Agreement. Further, the closing of the Health System Combination Agreement shall not change the medical staff officers, committee chairs, or independence of the medical staff, and such persons shall remain in good standing for the remainder of their tenure at St. Mary Medical Center.

For eleven fiscal years after the closing date of the Health System Combination Agreement, all of the entities listed in Condition I shall continue to maintain multi-disciplinary local ministry ethics teams at each hospital and the teams shall consist of physicians, nurses, social workers, chaplains, and ethicists. The application of the Ethical and Religious Directives shall continue to be conducted on a case-by-case basis taking into account the clinical and ethical factors presented in each case by the multi-disciplinary local ministry ethics teams.

XV.

There shall be no discrimination against any lesbian, gay, bisexual, or transgender individuals at St. Mary Medical Center. This prohibition must be explicitly set forth in St. Mary Medical Center Corporation's written policies, adhered to, and strictly enforced.

XVI.

For eleven fiscal years from the closing date of the Health System Combination Agreement St. Joseph Health System and St. Mary Medical Center Corporation shall submit to the Attorney General, no later than four months after the conclusion of each fiscal year, a report describing in detail compliance with each Condition set forth herein.

Such report shall also describe in detail the specific steps taken by all of the entities listed in Condition I and provide any supporting and objective evidence and documentation that set forth how the below enumerated transaction benefits are being accomplished with respect to all of the entities listed in Condition I:

- a) Optimize clinical services and health benefits;
- b) Expand community benefit programs;
- c) Achieve greater affordability and access for health care services;
- d) Share clinical and administrative best practices across regions and communities;
- e) Promote outstanding clinical care and greatly improve the patient experience;
- f) Develop the necessary infrastructure for a population health management effort that truly advances healthier communities;
- g) Advance innovations in health care that will benefit future generations;
- h) Create broader opportunities for advocacy in connection with social justice, with particular emphasis on the poor and vulnerable;
- i) Make possible closer integration and/or adoption of specific programs to address the needs of the poor and vulnerable;
- j) Enhance the delivery of health care through a nonprofit, charitable model;
- k) Improve patient access, patient safety, the quality, continuity and coordination of care and improved patient satisfaction with the care and service provided, utilizing a holistic approach focused on the body, mind and spirit;
- l) Develop a stronger infrastructure, including clinical and administrative expertise, for serving specific populations, such as Medi-Cal and the uninsured, in order to promote the health of recipients and use resources more effectively;
- m) Provide a greater ability to combine and coordinate the response to community needs across increased scale and a broader geography;
- n) Spread and adopt the triple aim in the areas of clinical expertise, growth, diversification, innovation and shared services;

- o) Obtain specific financial benefits through access to capital through the creation of a single obligated group that will allow both health systems to become jointly and severally liable for all combined organization tax-exempt debt, allocate risk and optimize borrowing strategy for all of the entities listed in Condition I;
- p) Strengthen and enhance the work environment for all of the entities listed in Condition I;
- q) Support the ability of all of the entities listed in Condition I to attract and retain the talent and expertise required to best serve community needs, including but not limited to, clinical talent to those particular communities where it has previously been challenging to do so;
- r) Maintain and enhance medical group management infrastructure to benefit clinical practice, including sharing of clinical and administrative best practices;
- s) Pursue innovations in virtual healthcare and wellness;
- t) Provide cost-effective care to the communities served by all of the entities listed in Condition I with a special attention to the poor and vulnerable;
- u) Patient benefits from the anticipated stronger infrastructure;
- v) Patient benefits from the creation of new programs to fully advance the hospital systems' charitable missions;
- w) Community benefits from the anticipated unprecedented service and community benefit guarantees; and
- x) Community, particularly the poor and vulnerable, benefits from the strengthened healthcare systems.

Such report shall also include a copy of the following documents with respect to all of the entities listed in Condition I:

- a) Copies, if any, of new contractual arrangements with any of their affiliated or joint-venture providers, hospitals, surgery, ambulatory or medical centers, facilities, practice or physician groups, and other entities providing medical services for or on behalf of the entities listed in Condition I under these new contracts;
- b) Any new notices to insurers, insureds, other health care providers or competitors, or government regulators regarding the addition of any newly-affiliated medical provider to the entities listed in Condition I; and
- c) All new studies, analyses, and evaluations of or documents referring to the identity of any patient service areas, and geographic and product markets of each of the providers, independent physician associations, groups, centers, facilities, hospitals, centers, and affiliates owned or operated by the entities listed in Condition I providing medical services under any of the entities listed in Condition I's contracts.

The Chairman(s) of the Board of Directors of both St. Joseph Health System and St. Mary Medical Center Corporation and the Chief Executive Officers of both St. Joseph Health System and St. Mary Medical Center Corporation shall each certify that the report is true, accurate, and complete and provide documentation of the review and approval of the report by both Boards of Directors.

XVII.

At the request of the Attorney General, all of the entities listed in Condition I shall provide such information as is reasonably necessary for the Attorney General to monitor compliance with these Conditions and the terms of the transaction as set forth herein. The Attorney General shall, at the request of a party and to the extent provided by law, keep confidential any information so produced to the extent that such information is a trade secret or is privileged under state or federal law, or if the private interest in maintaining confidentiality clearly outweighs the public interest in disclosure.

XVIII.

Once the Health System Combination Agreement is closed, all of the entities listed in Condition I are deemed to have explicitly and implicitly consented to the applicability and compliance with each and every Condition and to have waived any right to seek judicial relief with respect to each and every Condition.

The Attorney General reserves the right to enforce each and every Condition set forth herein to the fullest extent provided by law. In addition to any legal remedies the Attorney General may have, the Attorney General shall be entitled to specific performance, injunctive relief, and such other equitable remedies as a court may deem appropriate for breach of any of these Conditions. Pursuant to Government Code section 12598, the Attorney General's office shall also be entitled to recover its attorney fees and costs incurred in remedying each and every violation.

Exhibit 8.13

Service Commitments

The Service Commitments of the Parties, as referenced in Section 8.13 of the Health System Combination Agreement, are set forth in Paragraphs 1.0 through 9.0 below.

1.0 List of California General Acute Care Hospitals. For the purposes of this Exhibit 8.13, each general acute care hospital sponsored by either SJHS or PH&S, and located in the State of California, is set forth in the chart immediately below.

Providence Health & Services and St. Joseph Health
Combined System Hospital Overview
Fiscal Year 2015

Hospitals
St. Mary Medical Center
Redwood Memorial Hospital
St. Joseph Hospital, Eureka
Providence Holy Cross Medical Center
Providence Saint Joseph Medical Center
Providence Tarzana Medical Center
Providence Little Company of Mary Medical Center San Pedro
Providence Little Company of Mary Medical Center Torrance
Saint John's Health Center
Queen of the Valley Medical Center
Hoag Hospital - Newport Beach
Hoag Hospital - Irvine
Mission Hospital - Laguna Beach
Mission Hospital - Mission Viejo
St. Joseph Hospital of Orange
St. Jude Medical Center
Santa Rosa Memorial Hospital
Petaluma Valley Hospital

Source: Providence Health & Services and St. Joseph Health

For the purposes of this Exhibit 8.13, each of the foregoing acute care hospitals – with the exception of Providence Saint John's Health Center, Hoag Hospital-Newport Beach, Hoag Hospital-Irvine, and Petaluma Valley Hospital (which are discussed in Paragraphs 8.0 and 9.0 below, respectively) – is referred to herein as a "Hospital."

2.0 Licensed Acute Care Hospital Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall cause each Hospital to continue to be operated and maintained as a licensed general acute care hospital, as defined in California Health and Safety Code § 1250.

3.0 Specialty Service Commitments. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall operate and maintain certain specified services at each of the Hospitals, as set forth in Sections 3.0(a) and 3.0(b) below.

(a) **Emergency Department Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to maintain and provide twenty-four emergency medical services as currently licensed, with the same number of emergency beds/stations and with the same types of levels of service as provided as of the Closing.¹

(b) **Service Line Commitment.** For a period of five (5) years from the Closing, each Hospital shall continue to provide the health care services listed for each corresponding Hospital as specified in the tables below:

SJHS Sponsored Hospitals

St. Jude Medical Center Programs and Services
Anesthesia Services
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology Services
Interventional Radiology
Laboratory Services
Neurosciences
Obstetrics
Orthopedics/NICU
Palliative Care
Pathology Services
Rehabilitation Services
Senior Services
Speech Therapy
Surgical Services
Wellness & Fitness
Women's Services
Wound Care

Mission Hospital Programs and Services
Behavioral Health
■ Inpatient Services
■ Outpatient Services
Cancer Care
Cardiac Services
Diabetes Care
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Pediatric Services
Respiratory Care
Rehabilitation Services
Surgical Services
Trauma Care
Vascular Services
Women's Services

¹ This commitment is subject to reasonable and/or necessary temporary reductions in the number of emergency beds / stations in the event of construction intended to expand emergency department capacity.

**St. Mary Medical Center
Programs and Services**

Cardiac Center
Diabetes Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics/NICU
Rehabilitation Services
Surgical Services
Women's Services
Wound Care

**Queen of the Valley Medical Center
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Wellness Center
Women's Services
Wound Care

**Santa Rosa Memorial Hospital
Programs and Services**

Bariatric Surgery
Behavioral Health
■ Outpatient Services
■ Partial Hospital Program
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Trauma Care
Vascular Services
Women's Services

**Saint Joseph Hospital - Orange
Programs and Services**

Anesthesia Services
Bariatric Surgery
Behavioral Health
■ Inpatient Services
■ Outpatient Services
Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Kidney Dialysis Center
Laboratory Services
Neurosciences
Obstetrics
Ophthalmology
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services
Urology
Women's Services
Wound Care

**Petaluma Valley Hospital
Programs and Services**

Cancer Care
Emergency Services (24-hour)
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Vascular Services
Women's Services

**St. Joseph Hospital - Eureka
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Interventional Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics/NICU
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

**Redwood Memorial Hospital
Programs and Services**

Cancer Care
Cardiac Center
Emergency Services (24-hour)
Gastroenterology
Imaging/Radiology
Intensive Care Unit (ICU)
Laboratory Services
Neurosciences
Obstetrics
Orthopedics
Palliative Care
Rehabilitation Services
Surgical Services

PH&S Sponsored Hospitals

Providence Holy Cross Medical Center Programs and Services

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour) Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Palliative Care
Pulmonary Services
Rehabilitation Services
Sub-Acute
Telemetry
Trauma Program
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

Providence Little Company of Mary Medical Center San Pedro Programs and Services

Acute Psychiatric Services
Cancer Care
Center for Optimal Aging
(Senior Services)
Chemical Dependency
Community Outreach
Diabetes Care
Emergency Services (24-hour)
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Palliative Care
Pathology Services
Psychiatric Services
Rehabilitation Services
Respiratory Care
Spiritual Care Services
Surgery Specialties
Sub-Acute Care
Women Health Services
■ Obstetrics
Wound Care

**Providence Little Company of Mary Medical Center Torrance
Programs and Services**

Blood Donor Center
Cancer Care
Cardiac & Vascular Services
Community Outreach
Emergency Services (24-hour)
Diabetes Care
Endocrinology
Imaging/Radiology Services
Intensive Care Unit (ICU)
Internal Medicine
Laboratory Services
Neurosciences
Nutritional Services
Orthopedics
Palliative Care
Pathology Services
Pediatric Services
Respiratory Care
Spiritual Care Services
Surgical Services
Rehabilitation Services
Urology
Volunteer Services
Women's Health Services
■ Obstetrics
■ NICU
Wound Care

**Providence Saint Joseph Medical Center
Programs and Services**

Ambulatory Surgery
Cancer Care
Cardiac Catheterization
Cardiology
Emergency Services (24-hour)
Paramedic Base Station
Endoscopy
Imaging/Radiology
Intensive Care
Interventional Radiology
Laboratory Services
Neurosciences
Orthopedics
Obstetrics/NICU
Palliative Care
Pulmonary Services
Rehabilitation Services
Surgical Services
Telemetry
Vascular Services
Women's Health Services
■ Obstetrics
■ NICU

Providence Tarzana Medical Center Programs and Services	
Ambulatory Surgery	
Cancer Care	
Cardiac Catheterization	
Cardiology	
Emergency Services (24-hour)	
Endoscopy	
Imaging/Radiology	
Intensive Care	
Interventional Radiology	
Laboratory Services	
Neurosciences	
Orthopedics	
Obstetrics/NICU	
Palliative Care	
Pediatric Services / Pediatric Intensive Care	
Pulmonary Services	
Surgical Services	
Telemetry	
Vascular Services	
Women's Health Services	
■ Obstetrics	
■ NICU	

4.0 Medicare / Medi-Cal Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital:

(A) Continue to be certified to participate in the Medicare program and have a Medicare provider number to provide the same types and levels of emergency and non-emergency services as provided as of the Closing.

(B) Continue to be certified to participate in the Medi-Cal program, and continue to maintain Medi-Cal Managed Care contracts, on competitive terms, that provide the same types of and levels of emergency services and non-emergency services as the Parties' existing Medi-Cal Managed Care contracts.

5.0 City/County Contract Commitment: For a period of five (5) years from the Closing, each Hospital shall maintain each contract it has entered into with any City or County as specified on Attachment A (City/County Contract Commitments) attached hereto, unless any such contract is terminated for cause or expires in accordance with its current terms.

(continued on next page)

6.0 Charity Care Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of charity care (the "Minimum Charity Care Amount") that is no less than the amount set forth in the "2014-2015 Average" column for the corresponding Hospital in the chart below:

Providence Health & Services and St. Joseph Health
 Cost of Charity Care Summary
 Fiscal Years 2014 to 2015

Hospital	Cost of Charity to Hospital		
	2014	2015 ⁽¹⁾	2014 - 2015 Average
St. Mary Medical Center	\$7,912,528	\$4,121,065	\$6,016,797
Redwood Memorial Hospital	\$731,156	\$577,891	\$654,523
St. Joseph Hospital, Eureka	\$1,790,044	\$1,653,541	\$1,721,792
Providence Holy Cross Medical Center	\$5,634,497	\$4,762,251	\$5,198,374
Providence Saint Joseph Medical Center	\$7,319,026	\$3,056,824	\$5,187,925
Providence Tarzana Medical Center	\$2,522,462	\$1,347,479	\$1,934,970
Providence Little Company of Mary Medical Center San Pedro	\$2,523,959	\$1,189,510	\$1,856,734
Providence Little Company of Mary Medical Center Torrance	\$8,767,281	\$3,868,858	\$6,318,069
Saint John's Health Center	Subject to AG Conditional Consent January 14, 2014		
Queen of the Valley Medical Center	\$2,041,891	\$1,728,615	\$1,885,253
Hoag Hospital - Newport Beach and Irvine	Subject to AG Conditional Consent February 8, 2013		
Mission Hospital - Mission Viejo and Laguna Beach ⁽²⁾	\$7,229,156	\$4,803,937	\$6,016,546
St. Joseph Hospital of Orange	\$9,904,721	\$7,573,418	\$8,739,069
St. Jude Medical Center	\$7,737,027	\$5,705,177	\$6,721,102
Petaluma Valley Hospital	\$1,132,221	\$838,880	\$985,650
Santa Rosa Memorial Hospital	\$5,519,696	\$5,230,452	\$5,375,074
Total	\$70,765,664	\$46,457,897	\$58,611,780

Source: OSHPD Financial Disclosure Reports (2014 figures), St. Joseph Health (2015 figures)

Note: Hoag Hospital and Saint John's Health Center charity care numbers are currently the subject of Attorney General conditions from prior transactions.

(1) FY 2014 cost-to-charge ratio applied to 2015 charity charges to calculate cost of charity to hospital. Providence 2015 data is a year-to-date annualized estimate.

(2) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Charity Care Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index – All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics). Each Hospital shall have charity care and collection policies that comply with Federal and California law.

7.0 Community Benefit Program Commitment. For a period of five (5) years from the Closing, SJHS and PH&S, individually or jointly or through NewCo, shall, at each Hospital, provide an annual amount of Community Benefit Services (the "Minimum Community Benefit Services Amount") that is no less than the amount set forth in the "Hospital Commitment" column for the corresponding Hospital in the chart below:

Providence Health and Services and St. Joseph Health System
Community Benefit Expenditures by Ministry⁽¹⁾
Calendar Years 2011 to 2014

Hospital	2011	2012	2013	2014	Hospital Commitment ⁽²⁾
Providence Holy Cross Medical Center	\$1,044,252	\$933,328	\$1,050,720	\$972,003	\$1,000,076
Providence Little Company of Mary San Pedro	\$1,836,161	\$1,706,993	\$1,629,022	\$1,503,131	\$1,668,827
Providence Little Company of Mary Torrance	\$4,232,362	\$2,254,286	\$2,057,692	\$1,896,081	\$2,610,105
Providence Saint John's Health Center	Subject to AG Commitment January 14, 2014				\$3,374,251
Providence Saint Joseph Medical Center	\$1,172,156	\$929,028	\$1,058,582	\$1,155,121	\$1,078,722
Providence Tarzana Medical Center	\$612,236	\$496,883	\$476,211	\$501,568	\$596,725
Hoag Hospital - Newport Beach and Irvine	Subject to AG Commitment February 8, 2013				\$9,500,000
Mission Hospital - Mission Viejo and Laguna Beach ⁽³⁾	\$5,654,285	\$4,775,844	\$4,404,037	\$4,916,303	\$4,937,617
Petaluma Valley Hospital	\$10,000	\$92,749	\$113,748	\$176,846	\$98,336
Queen of the Valley Medical Center	\$3,215,957	\$2,888,321	\$3,298,694	\$3,465,017	\$3,216,997
Redwood Memorial Hospital	\$980,213	\$715,227	\$793,338	\$417,839	\$726,654
Santa Rosa Memorial Hospital	\$1,844,388	\$2,135,826	\$2,668,956	\$2,982,791	\$2,407,990
St. Joseph Hospital (Eureka)	\$2,357,925	\$2,501,973	\$2,073,069	\$2,061,441	\$2,248,602
St. Joseph Hospital (Orange)	\$9,984,136	\$9,825,416	\$8,865,777	\$5,554,176	\$8,057,376
St. Jude Medical Center	\$8,219,100	\$8,392,969	\$7,476,451	\$5,396,610	\$7,371,283
St. Mary Medical Center	\$3,533,168	\$3,051,705	\$2,556,292	\$4,185,791	\$3,331,739
Total Community Benefit Expenditures	\$44,696,339	\$40,700,548	\$36,522,589	\$35,484,719	\$39,351,049

Source: Providence Health and Services, St. Joseph Health System

(1) The community benefit expenditures set forth in this table reflect expenditures on the types of programs that have historically been treated by the Attorney General as community benefit programs under Title 11, Code of Regulations section 999.5(d)(5)(D). The table does not include expenditures for all SB 697 reported categories. Examples of facility expenditures or costs not included in this table are (i) the unreimbursed cost of Medicare, Medi-Cal and low-margin services, (ii) unreimbursed physician fees and/or subsidies for ED, trauma and other coverage services, (iii) services funded by third parties (e.g., grants), (iv) community benefit operation or administration costs, (v) facility use, and (vi) research.

(2) The Hospital Commitment column reflects each hospital's four year average annual commitment based on the annual community benefit expenditures during the calendar years 2011 through 2014. St. John's Medical Center and Hoag Hospital community benefit commitments are addressed in Section 9.0 of this Exhibit B.13.

(3) Mission Hospital - Mission Viejo and Mission Hospital - Laguna Beach financials are combined and submitted jointly to OSHPD.

This commitment shall be prorated on a daily basis if the Closing occurs on a date other than the first day of the Parties' fiscal year. For the second fiscal year and each subsequent fiscal year, the Minimum Community Benefit Services Amount shall be increased (but not decreased) by an amount equal to the Annual Percent increase, if any, in the 12-Month Percent Change: Consumer Price Index - All Urban Consumers in the West Region, West Urban Area, Base Period: 1982-84=100 (CPI-West Region, as published by the U.S. Bureau of Labor Statistics).

In addition, SJHS and PH&S, individually or jointly or through NewCo, shall provide support to each of the community benefit programs set forth in the charts immediately below (the

(continued on next page)

“On-Going Community Benefit Programs”) for a period of five (5) years after the Closing either at the current location, at alternate locations, or through affiliation with similar organizations.

St. Joseph Health
California Acute-Care Hospitals On-Going Community Benefit Programs
September, 2015

Hospital	Community Benefit Programs
Redwood Memorial Hospital	Community Resource Centers
St. Joseph Hospital, Eureka	Paso a Paso Program/Healthy Kids Humboldt
Santa Rosa Memorial Hospital	House Calls
Petaluma Valley Hospital	Mobile Health Clinic Promotores de Salud (Health Promoters) Healthy For Life Circle of Sisters (COS) St. Joseph Dental Clinic and Mobile Dental Clinic The Agents of Change Training in the Neighborhoods (ACTION)
Queen of the Valley Medical Center	Community Based Care Coordination and Case Management "CARE Network" Children's Mobile Dental Clinic Obesity Prevention: "Healthy for Life" Perinatal Education and Support
St. Mary Medical Center	Community Clinic programs Health Career Programs San Bernardino County Public Health Initiatives
St. Jude Medical Center	St. Jude Neighborhood Health Center North Orange County Move More Eat Healthy Initiative Community Care Navigation Senior transportation and services to low income elderly
St. Joseph Hospital Orange	La Amistad de San Jose Family Health Center Puente a la Salud Mobile Community Clinics Imaging and laboratory Services Pharmacy Meds Program
Mission Hospital - Laguna Beach	Family Resource Centers
Mission Hospital - Mission Viejo	Community Mental Health Initiatives/Depression Initiatives Behavioral Health Camino Health Center (FQHC) Increasing Access to Health Care

Source: St. Joseph Health

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

Providence Health & Services
 California Acute-Care Hospitals On-Going Community Benefit Programs
 September, 2015

Hospital	Community Benefit Programs
Little Company of Mary - San Pedro	Creating Opportunities for Physical Activity (COPA)
Little Company of Mary - Torrance	CHIP-Access to Low Cost/Free Primary Care Vasek Polak Medical Home for the Most Vulnerable Get Out and Live (GOAL) Partners for Healthy Kids ("PFHK") Welcome Baby ⁽¹⁾
Saint John's Medical Center	Venice Family Clinic Ocean Park Community Center Westside Family Health Center Cleft Palate Clinic
Providence Holy Cross Medical Center	Access to Care Program
Providence Saint Joseph Medical Center	Faith Community Health Partnership/Latino Health Promoter
Providence Tarzana Medical Center	Senior Outreach Tattoo Removal School Nurse Services

Source: Providence Health & Services

(1) This program is currently fully funded with grants provided by third parties. This annual program commitment shall be contingent on the availability of the same level of current funding.

8.0 Petaluma Valley Hospital. SJHS operates Petaluma Valley Hospital pursuant to a management contract that expires in January 2017. The commitments set forth in Sections 2.0 through 7.0 above shall apply to Petaluma Valley Hospital during the remaining term of the current management contract.

9.0 Providence Saint John's Health Center and Hoag Commitments. SJHS and PH&S, individually or jointly or through NewCo, shall insure full compliance with any and all Conditions of Consent previously issued by the California Attorney General, and the terms of any agreements with the California Attorney General, with respect to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian transactions, including (without limitation) (i) the Conditions of Consent set forth in the California Attorney General's January 14, 2014 and February 8, 2013 letters concerning those facilities and (ii) the March 8, 2014 Agreement between the California Attorney General and Hoag Memorial Hospital Presbyterian. Notwithstanding the foregoing, SJHS and PH&S each reserve the right (and the rights of NewCo), in accordance with Title 11, California Code of Regulations, Section 999.5(h), to seek the amendment of any such Conditions of Consent, or the terms of any other agreements with the California Attorney General, applicable to the Providence Saint John's Health Center and Hoag Memorial Hospital Presbyterian facilities.

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
RMH	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	4/1/06
RMH	North Coast Emergency Medical Services	EDAP Level I Designation	7/1/10
RMH	City of Blue Lake	MOU re: Blue Lake Family Resource Center	1/1/15
RMH	County of Humboldt-DHHS	Grant Agreement for Blue Lake CRC - CalWORKS and CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Rio Dell CRC - CalWORKS & CalFresh	7/15/15
RMH	County of Humboldt-DHHS	Grant Agreement for Willow Creek CRC - CalWORKS & CalFresh	7/15/15
SJE	County of Humboldt Mental Health	Behavioral Health	1/1/15
SJE	County of Humboldt	Agreement Concerning Use of Short Wave Radio Equipment	1/3/95
SJE	Humboldt County	MOU for Death Review Panel	2/1/01
SJE	Humboldt County Children's Health Initiative	Charter	1/1/06
SJE	Humboldt County	MOU for Healthy Kids Humboldt Support	2/14/12
SJE	North Coast Emergency Medical Services	Modified Base Hospital Medical Control Agreement	7/21/12
SJE	County of Humboldt-DHHS	CalFresh Grant Agreement	11/1/14
SJE	County of Humboldt-DHHS-Mental Health Branch	Service Agreement for Hospital Services	1/1/15
SJE	County of Humboldt-DHHS	MOU for 340B Program	1/1/15
SJE and RMH	Humboldt County Office of Education	Work Exploration Agreement for High School Students	2/3/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
QVMC	County of Napa	Business Associate Agreement #6165	7/1/03
QVMC	Napa County Child Welfare Services	MOU for Suspected Child Abuse	1/1/11
QVMC	County of Napa	Synergy Agreement #7167	1/6/09
QVMC	County of Napa w/Comm Hlth Clinic Ole, Kaiser,	MOU- Medical Emergency Coop Agrmt for Healthcare Organizations	12/18/07
QVMC	Napa County Health & Human Services, Public	MOU for Napa Fussy Baby Collaborative	3/4/13
QVMC	County of Napa	PSA for Services re: Calif AIDS Master Grant Agrmt for HIV Care #3236	7/1/13
QVMC	County of Napa	Designation as a Level III Trauma Center #7657	7/1/13
QVMC	County of Napa	Hospital Preparedness Program (HPP) Coalition Participation Agreement	8/14/13
QVMC	County of Napa	Grant Agreement #8157 Tobacco Settlement	7/1/14
QVMC	First 5 Napa County Children and Family Comm.	Grant Agreement #510-15 for Dental Van	7/1/14
QVMC	County of Napa	PSA for Medi-Cal Administrative Activities #8146	7/1/14
QVMC	Napa County Alcohol and Drug Services Division	MOU for Drug and Alcohol Counseling	3/5/15
SRMH	County of Sonoma	Provision of Services/Medication Management Grant	7/1/15
Hoag	Children's And Families Commission of OC	Agreement for early Childhood Development Svcs	2/5/14
Hoag	County of Orange	Agreement for the provision of certain HIV Services	3/1/15
Hoag	County of Orange	Indigent and Trauma Care	7/1/14

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
MH	County of Orange	Indigent and Trauma Care	7/1/14
MH	County of Orange	Medi-Cal Admin Svcs	7/1/15
MH	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Caregiver Resource Center	7/1/14
SJMC	County of Orange	Indigent and Trauma Care	7/1/14
SJMC	County of Orange	Designated ER Services	7/1/13
SJMC	Childrens and Families Commission	Early Childhood Development	2/5/14
SJMC	County of Orange	MSN - Medical Safety Net	7/1/15
SJMC	County of Orange	Paternity Opportunity Program	9/9/14
SJO	County of Orange	Indigent and Trauma Care	7/1/14
SJO	County of Orange	Designated ER Services	7/1/13
SJO	County of Orange	MSN - Medical Safety Net	7/1/15
PVH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency Organizations to coordinate services in disaster situations	10/1/06
PVH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
PVH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15
PVH	County of Sonoma	Receiving Hospital Agreement (EMS)	7/1/15

Attachment A
SJHS – City/County Contract List

List of Contracts Between City/County and SJHS Affiliated Hospitals			
Hospital	City / County	Services Covered	Original Eff. Date
SRM and PVH	County of Sonoma	Mental Health Services Agreement No. 2015-0023-A00	4/15/15
SRMH	Sonoma County Indian Health Project (SCIHP)	Medi-Cal	8/1/14
SRMH	Sonoma County Department of Health Services,	MOU between Healthcare & Emergency to coordinate services in disaster situations	5/15/06
SRMH	County of Sonoma Department of Health Service	MOU for Vaccinations	7/1/07
SRMH	County of Sonoma	Level II Trauma Center Designation	5/1/10
SRMH	Sonoma County Office of Education	Facility Use Agreement	7/1/13
SRMH	County of Sonoma	EMS Base Hospital Agreement	7/1/15
SRMH	County of Sonoma	STEMI Receiving Center Agreement	7/1/15

Key:

RMH = Redwood Memorial Hospital
 SJE = St. Joseph Hospital, Eureka
 QVMC = Queen of the Valley Medical Center
 SRMH = Santa Rosa Memorial Hospital
 Hoag = Hoag Hospital – Newport Beach / Irvine
 MH = Mission Hospital – Mission Viejo / Laguna Beach
 SJMC = St. Jude Medical Center
 SJO = St. Joseph Hospital of Orange
 PVH = Petaluma Valley Hospital

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City/ County	Services Covered	Original Eff. Date
San Pedro			
PHS-So. Cal dba Providence Little Co. of Mary Med. Ctr San Pedro	County of Los Angeles	Psychiatric Inpatient Hospital Services to Medi-Cal Beneficiaries eligible for such services under the Medi-Cal Fee-For-Service program	7/1/15
Providence Little Co. of Mary Ctr (San Pedro)	Los Angeles County Dept of Health Services Emergency Medical Services Agency	SART Center Confirmation Agreement	4/20/15
Torrance			
Little Company of Mary Hospital (Torrance)	County of Los Angeles	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	6/30/08
Little Company of Mary Medical Center (Torrance)	County of Los Angeles	Memorandum of Understanding re Child Support Services	9/24/14-10/31/18
Providence Little Company of Mary-Torrance	County of Los Angeles	Agreement for Participation in Hospital Preparedness Program	1/1/13-6/30/18
Providence Little Company of Mary Medical Center San Pedro	Los Angeles County Children and Families First Proposition 10 Commission (AKA First 5 LA)	Grant Agreement	1/1/15-6/30/16
Providence Little Company of Mary Torrance	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
St. John's			
Sisters of Charity of Leavenworth Health System, Inc. re Saint John's Hospital and Health Center	City of Santa Monica	Development Agreement and Amendment Re Construction for Improvements	10/4/11
Providence Saint John's Health Center	County of Los Angeles	Department of Mental Health (mental health services)	7/1/15
Providence Saint John's Child and Family Development Center	City of Santa Monica Mental Health Services	Will Rogers Learning Development Center/ Child Youth Development Project	7/1/15-6/30/16
Providence Saint John's Health Center	City of Santa Monica	Human Services Grants Program Short Term Grant Agreement	7/1/15-9/30/15

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Providence Saint John's Health Center	County of Los Angeles	Los Angeles County Children and Families First Proposition 10 Commission (A KA First LA) Grant Agreement re Partnerships for Family Initiative	1/1/15-6/30/16
Holy Cross			
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re Stroke Center	6/10/10-5/9/12
Providence Holy Cross Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement re ST-Elevation Myocardial Infarction Receiving Center	9/1/13-8/31/16
Providence Holy Cross Medical Center	Los Angeles County	Paramedic Base Hospital Services Agreement	1/1/13-6/30/17
Providence Health System So. CA. dba Providence Holy Cross Medical Center	Los Angeles County	Trauma Center Service Agreement, as amended	7/1/08-12/31/15
St. Joseph's			
Providence Saint Joseph Medical Center	County of Los Angeles	Hospital Preparedness Program Agreement, as amended.	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	ASC Confirmation Agreement	10/19/09-3/22/10
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	EDAP Confirmation Agreement	12/5/11-12/4/14
Providence Health System-Southern California DBA Providence Saint Joseph Medical Center	County of Los Angeles	Agreement for Paramedic Base Hospital Services	1/1/13-6/30/17
Providence Saint Joseph Medical Center	Los Angeles County Department of Health Services Emergency Medical Services Agency	SRC Confirmation Agreement	6/1/13-3/31/16

Attachment A
PH&S – City/County Contract List

List of Contracts Between City/County and PH&S Affiliated Hospitals			
Ministry	City / County	Services Covered	Original Eff. Date
Tarzana			
Encino Tarzana Regional Medical Center-Tarzana	County of Los Angeles – Department of Health Services Emergency Medical Services Agency	Hospital and Medical Care Agreement (CHIP-Formula Hospital Funds)	7/1/06-6/30/07
Providence Health and Services DBA Providence Tarzan Medical Center	County of Los Angeles	Expanded Agreement re Hospital Bioterrorism Preparedness	1/1/01-12/31/12
Providence Tarzana Medical Center	County of Los Angeles, Child Support Services Department	Intra-County Plan of Cooperation re guidelines for an effective social security program	10/1/09
Providence Tarzana Medical center	Los Angeles County Department of Health Services Emergency Medical Services Agency	Stroke Center Confirmation Agreement re Caring for Stroke Population of LA County	4/1/10-5/31/12
Providence Tarzana Medical Center	Los Angeles County Emergency Department	Approved for Pediatrics (EDAP) Confirmation Agreement	12/5/11-12/5/14
Providence Tarzana Medical Center	Los Angeles County Department of Health Services- Emergency Medical Services Agency	SRC Confirmation Agreement re Approved ST-Elevation Myocardial Infarction Receiving Center (SRC)	4/1/10/3/31/12
Providence Tarzana Medical Center	County of Los Angeles Department of Public Health, Acute Communicable Disease Control Program	Confidential Data Use Agreement	7/22/09

315586568.1

ANALYSIS OF ST. MARY MEDICAL CENTER'S SERVICE AREA

Service Area Definition

Based upon St. Mary Medical Center's 2014 inpatient discharges, St. Mary Medical Center's service area is comprised of 17 ZIP Codes from which 95% of its inpatient discharges originated. Approximately 45% of St. Mary Medical Center's discharges originated from the top three ZIP Codes that are located in Apple Valley and Hesperia. In 2014, St. Mary Medical Center's market share in the service area was approximately 31% based on total area discharges.

SERVICE AREA PATIENT ORIGIN MARKET SHARE BY ZIP CODE- 2014						
ZIP Codes	Community	Total Discharges	% of Discharges	Cumulative		Market Share
				% of Discharges	Total Area Discharges	
92307	Apple Valley	2,629	16.4%	16.4%	5,246	50.1%
92308	Apple Valley	2,294	14.3%	30.7%	5,047	45.5%
92345	Hesperia	2,278	14.2%	44.9%	9,919	23.0%
92392	Victorville	1,846	11.5%	56.4%	6,910	26.7%
92395	Victorville	1,611	10.0%	66.4%	5,636	28.6%
92301	Adelanto	1,315	8.2%	74.6%	3,900	33.7%
92394	Victorville	1,061	6.6%	81.2%	3,281	32.3%
92311	Barstow	532	3.3%	84.5%	3,829	13.9%
92356	Lucerne Valle	383	2.4%	86.9%	827	46.3%
92344	Hesperia	338	2.1%	89.0%	1,626	20.8%
92342	Helendale	297	1.9%	90.9%	754	39.4%
92371	Phelan	245	1.5%	92.4%	1,154	21.2%
92329	Phelan	120	0.7%	93.1%	635	18.9%
92372	Pinon Hills	96	0.6%	93.7%	510	18.8%
92368	Oro Grande	62	0.4%	94.1%	140	44.3%
92340	Hesperia	47	0.3%	94.4%	160	29.4%
92393	Victorville	44	0.3%	94.7%	223	19.7%
Subtotal		15,198	94.7%	94.7%	49,797	30.5%
Other ZIPs		853	5.3%	100%		
Total		16,051	100%			

Note: Excludes normal newborns

Source: OSHPD Patient Discharge Database

Exhibit 2