

## SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS) (collectively the United States); and Intermountain Health Care, Inc. (Intermountain), through their authorized representatives.

### RECITALS

A. Intermountain is a non-profit corporation that operates the largest health system in the state of Utah.

B. On August 4, 2009, Intermountain disclosed to the United States that between 2000 and 2009, Intermountain submitted claims for payment to the Medicare Program that may have been unlawful based on the following conduct (the Covered Conduct):

- (1) Intermountain, through its Intermountain Medical Group subsidiary, compensated certain employed physicians using a bonus formula that may have improperly taken into account the volume and value of the physicians' patient referrals to Intermountain. The physicians and time periods that are the subject of this disclosure are identified in Attachment A to this Agreement.
- (2) Intermountain rented office space to certain physicians at Cassia Regional Medical Center, located in Burley, Idaho, and at Sevier Valley Medical Center, located in Richfield, Utah, without written and executed leases in effect for the entire term and/or where there may have been fair market

value issues with the leases. The physicians and time periods that are the subject of this disclosure are identified in Attachment B to this Agreement.

- (3) Intermountain had compensation or other financial arrangements with certain physicians who provided services to Intermountain where the parties' arrangement was not memorialized in a written and executed contract for the full period of the arrangement. The physicians and time periods that are the subject of this disclosure are identified in Attachment C to this Agreement.

C. The United States contends that it has certain civil and administrative claims, as specified in paragraphs 2 and 3, below, against Intermountain arising out of the Covered Conduct.

D. This Agreement is neither an admission of any wrongdoing or liability by Intermountain nor a concession by the United States that its claims are not well founded.

E. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, Intermountain and the United States agree and covenant as follows:

#### TERMS AND CONDITIONS

1. Intermountain shall pay to the United States \$25,500,000, plus interest accruing at a rate of 1.625% from February 26, 2013, to the date of payment (the Settlement Amount), by electronic funds transfer, pursuant to written instructions to be provided by the United States Attorney's Office for the District of Utah, no later than seven days after the Effective Date of this Settlement Agreement.

2. Subject to the exceptions in Paragraph 4 (concerning excluded claims) below, and conditioned upon Intermountain's fulfillment of the obligations set forth in paragraph 1, above, the United States releases Intermountain, together with its subsidiaries, affiliates, officers, directors, and employees, from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the civil money penalty provisions of the Physician Self-Referral Law, 42 U.S.C. §§ 1395nn(g)(3) and (4); or the common law theories of payment by mistake, unjust enrichment, restitution, and fraud.

3. In consideration of Intermountain's self-disclosure of this matter and Intermountain's obligations in this Agreement, and conditioned upon Intermountain's fulfillment of the obligations set forth in paragraph 1, above, the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action against Intermountain seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law), the civil monetary penalty provisions of the Physician Self-Referral Law, 42 U.S.C. §§ 1395nn(g)(3) and (4), or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in Paragraph 4 (concerning excluded claims), below, and as reserved in this Paragraph. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Intermountain from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes the OIG-HHS

from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 4, below.

4. Notwithstanding the releases given in paragraphs 2 and 3 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- g. Any liability for failure to deliver goods or services due;
- h. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct; or
- i. Any liability of individuals (including current or former directors, officers, or employees of Intermountain) who receive written notification that they are the target of a criminal investigation (as defined in the United States Attorneys' Manual), are indicted or charged, or who enter into a plea agreement, related to the Covered Conduct.

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

6. Intermountain fully and finally releases the United States, and its agencies, employees, servants, and agents from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Intermountain has asserted, could have asserted, or may assert in the future against the United States, and its agencies, employees, servants, and agents, related to the Covered Conduct and the United States' investigation and prosecution thereof.

7. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare carrier or intermediary or any state payer, related to the Covered Conduct; and Intermountain agrees not to resubmit to any Medicare carrier or intermediary or any state payer any previously denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims.

8. a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official

program directives promulgated thereunder) incurred by or on behalf of Intermountain, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit and civil investigation of the matters covered by this Agreement;
- (3) Intermountain's investigation, defense, and corrective actions undertaken in response to the United States' audit and civil investigation in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payment Intermountain makes to the United States pursuant to this Agreement.

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

c. Treatment of Unallowable Costs Previously Submitted for Payment: Intermountain further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors,

and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Intermountain or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. Intermountain agrees that the United States, at a minimum, shall be entitled to recoup from Intermountain any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Intermountain or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Intermountain or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

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

9. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in

Paragraphs 2 and 10.

10. Intermountain agrees that it waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

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

12. Each party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion.

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

14. This Agreement, including the attachments hereto, constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

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

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

17. This Agreement is binding on Intermountain's successors, transferees, and



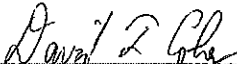
assigns.

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

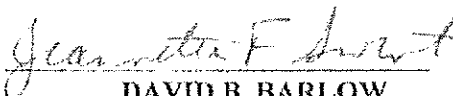
19. The Effective Date of this Agreement shall be that date it is signed by the last signatory. Facsimiles and pdf copies of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 4/3/13

BY:   
DAVID T. COHEN  
Senior Trial Counsel  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: 3/15/2013

BY:   
DAVID B. BARLOW  
United States Attorney  
JEANNETTE SWENT  
Assistant United States Attorney  
District of Utah

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
ROBERT K. DeCONTI  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the  
Inspector General  
Office of Inspector General  
United States Department of  
Health and Human Services

assigns.

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THE UNITED STATES OF AMERICA

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

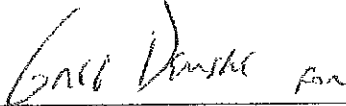
**DAVID T. COHEN**  
Senior Trial Counsel  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**DAVID B. BARLOW**  
United States Attorney  
**JEANNETTE SWENT**  
Assistant United States Attorney  
District of Utah

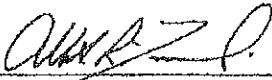
DATED: 3/28/13

BY:  for

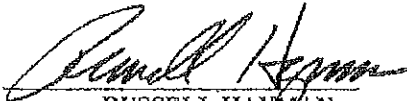
**ROBERT K. DeCONTI**  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the  
Inspector General  
Office of Inspector General  
United States Department of  
Health and Human Services

INTERMOUNTAIN

DATED: 3/21/2013

BY:   
ALBERT R. ZIMMERLI  
Executive Vice President and Chief Financial Officer

DATED: 3/19/13

BY:   
RUSSELL HAYMAN  
McDermott Will & Emery LLP  
Counsel for Intermountain

ATTACHMENT A

Number	Physician	Period
1	Robert J. Andruss, M.D.	5/15/2005 - 8/31/2009
2	Stephen Aoki, M.D.	7/17/2005 - 2/29/2008
3	Thomas D. Bauman, M.D.	3/1/2004 - 12/31/2009
4	Nathaniel A. Bryan, M.D.	3/29/2006 - 12/31/2009
5	Warren L. Butterfield, M.D.	8/1/2007 - 12/31/2009
6	Neil B. Callister, M.D.	5/1/2008 - 12/31/2009
7	Thomas F. Calton, M.D.	11/1/2004 - 10/31/2009
8	Michael R. Chardack, M.D.	1/1/2004 - 12/31/2009
9	Richard A. Dal Canto, M.D.	8/7/2006 - 12/31/2009
10	Pilar W. Dechet, M.D.	1/1/2004 - 12/31/2006
11	James R. Gardiner, M.D.	1/15/2008 - 12/31/2009
12	Nicholas R. Goucher, M.D.	8/14/2006 - 12/31/2009
13	William F. Gowski, M.D.	8/1/2008 - 12/31/2009
14	Daniel J. Hammon, M.D.	1/1/2001 - 12/31/2009
15	Ross B. Hansen, M.D.	3/1/2004 - 12/31/2009
16	Jeffrey D. Harrison, M.D.	11/1/2004 - 12/31/2009
17	Craig T. Hatton, M.D.	9/1/2007 - 12/31/2009
18	Thomas O. Higginbotham, M.D.	8/29/2005 - 12/31/2009
19	Robert F. Hillyard, M.D.	1/1/2004 - 12/31/2009
20	Michael, C. Holmstrom, M.D.	8/19/2002 - 4/18/2009
21	Eric W. Hooley, M.D.	8/15/2007 - 12/31/2009
22	David S. Jevsevar, M.D.	5/15/2005 - 8/31/2009
23	Michael W. Johnson, M.D.	1/1/2008 - 12/31/2009
24	Bryan King, M.D.	1/1/2005 - 12/31/2009
25	Renee S. Lauritzen, M.D.	7/1/2002 - 11/30/2004
26	Zachary R. Leitze, M.D.	8/15/2005 - 8/31/2009
27	James M. Morgan, M.D.	1/1/1999 - 12/31/2009
28	Wayne M. Mortensen, M.D.	6/1/2004 - 12/31/2009
29	David P. Murray, M.D.	1/1/2005 - 12/31/2009
30	Michael E. Raemisch, M.D.	1/1/2006 - 12/31/2009
31	Howard S. Richter, M.D.	9/15/2005 - 12/31/2009
32	Kent M. Samuelson, M.D.	1/1/2007 - 12/31/2008
33	Mark Scholl, M.D.	8/17/2004 - 4/7/2006
34	Jeffrey R. Smith, M.D.	6/1/2004 - 12/31/2009
35	Russell Toronto, M.D.	10/20/2008 - 10/1/2009
36	Drew H. Van Boerum, M.D.	8/29/2003 - 12/31/2009
37	Hugh S. West, M.D.	1/1/1999 - 12/31/2009

ATTACHMENT B

Number	Physician	Period
1	Brent Allen, D.O.	7/1/01-7/15/09
2	David Blackmer, M.D.	6/21/00-7/31/07
3	Wayne Blauer, M.D.	6/2/00-8/4/09
4	Bret Campbell, M.D.	11/1/05-7/9/09
5	Michael Cannon, M.D.	7/1/06-2/28/09
6	Paul Dearing, M.D.	6/2/00-12/31/04
7	Mark Dowdle, M.D.	6/2/00-2/28/09
8	Eileen Freller, M.D.	10/29/98-8/15/03
9	Walter Graham, M.D.	6/21/00-7/2/09
10	Eric Harris, M.D.	1/1/05-6/29/09
11	Eugene Holm, M.D.	5/2/00-2/28/05
12	Terry Jeppson, M.D.	5/2/00-8/12/09
13	Amy J. Kauffman, M.D.	4/1/06-12/31/08 4/1/09-5/31/09
14	Michael Klott, M.D.	5/2/00-6/30/09
15	Temp Patterson, M.D.	8/1/99-9/10/09
16	James Spackman, M.D.	5/1/01-4/15/04
17	Wondell Wells, M.D.	6/2/00-7/5/09
18	Blake Odell Zobell, D.P.M.	5/1/97-7/5/09

ATTACHMENT C

Number	Physician/Group	Period
1	Jeffrey Abel, M.D.	8/1/06-8/12/08
2	Alli Ahmed, M.D.	10/29/07-7/7/09
3	Joseph J. Albano, M.D.	2/3/08-9/7/08
4	John Alder, M.D.	9/26/07-10/27/07
5	Wain Allen, M.D.	12/8/09-1/27/10
6	D. Wain Allen, M.D.	1/1/06-6/20/07 8/1/08-3/4/09
7	Marvin Allen, M.D.	1/1/06-8/14/06 7/1/07-6/29/09
8	Brent Allen, DO	5/1/03-2/2/04 1/1/08-7/15/09
9	Paul Allfeck, M.D.	10/1/04-7/15/09
10	Lucia Altamirano, M.D.	9/1/07-3/29/09
11	W. Wesley Barney, M.D.	1/1/07-1/28/09
12	Jeffrey Barton, M.D.	1/1/07-10/27/07
13	Adam Bateman, M.D.	6/1/08-7/6/09
14	Taj N. Becker, M.D.	3/21/05-1/15/06 9/21/06-6/29/08
15	Barry A. Benowitz, M.D.	7/1/98-1/7/99 1/1/03-2/10/04 7/1/07-1/30/08 2/1/09-9/7/09
16	Scott Bingham, M.D.	7/1/06-6/29/09
17	Evan Black, M.D.	11/2/06-7/21/09
18	David Blackmer	6/21/00-7/31/07
19	Wayne Blauer, M.D.	6/2/00-8/4/09
20	David C. Boorman, M.D.	1/1/02-4/15/02 7/2/04-10/1/04 7/2/05-8/20/06 7/1/07-9/9/08
21	Donald Bryan, M.D.	4/1/07-6/30/09
22	Dann Byck, M.D.	4/1/07-6/30/09
23	Cache Valley Eye Associates	12/4/07-10/22/09
24	Thomas Callahan, M.D.	1/1/09-5/8/09
25	Douglas Callahan, DO	1/1/09-5/7/09
26	Craig Campbell, D.P.M.	11/1/05-7/9/09
27	Curtis Campbell, M.D.	4/1/07-5/26/09
28	Bret Campbell	11/1/05-4/30/09
29	Michael Cannon	7/1/06-2/28/09
30	Curtis Carter, M.D.	1/1/09-5/7/09
31	Cedar City Radiology, LLC	6/4/03-4/30/10
32	Central Utah Clinic, P.C.	12/4/07-7/2/09 1/1/10-1/31/12
33	Brett D. Christiansen, M.D.	10/1/04-6/5/07 1/1/09-4/12/09
34	Fred Clayson, M.D.	4/1/07-6/11/09
35	Boyd N. Cole, M.D.	7/1/05-7/12/09
36	Todd Cook, M.D.	6/1/08-6/29/09
37	Gary Crawford, M.D.	6/1/08-6/29/09
38	Ronald Crouch, M.D.	12/1/08-2/24/09

ATTACHMENT C

Number	Physician/Group	Period
39	Paul Dearing, M.D.	6/2/00-12/31/04
40	David Dienhart, M.D.	10/29/07-7/14/09
41	Mark Dowdle, M.D.	6/2/00-2/28/09
42	Todd Engen, M.D.	9/1/08-8/2/09
43	Frederick Fitts, M.D.	11/20/07-1/20/08
44	John F. Foley, M.D.	7/1/99-10/10/99 7/1/02-4/10/05 4/1/06-8/13/06 1/1/08-7/22/09
45	Craig R. Foley, M.D.	6/1/07-2/4/08
46	Bart Fotheringham, M.D.	5/1/05-6/25/10
47	Eileen Frelter	10/29/98-8/15/03
48	Mark A. Fullmer, M.D.	3/31/07-4/30/10
49	Paul Gardner, M.D.	4/1/03-3/27/09
50	Thomas E. Garrison, M.D.	7/1/06 - 11/30/08
51	Sheila G. Garvey, M.D.	6/1/07-12/11/08
52	Lynn M. Gaufin, M.D.	4/1/03-4/30/10
53	Walter Graham, M.D.	6/2/00-7/2/09
54	Mark Greenwood, M.D.	1/1/95-12/3/95 7/1/00-2/3/09
55	Allen R. Groebs, M.D.	7/1/05-9/11/08
56	Jeffrey Groves, M.D.	9/1/07-7/12/09
57	R. Chris Hammond, D.O.	2/2/08-1/21/09
58	Leon W. Hansen, M.D.	1/1/06-6/14/09
59	Spencer Harper, D.P.M.	1/1/07-9/15/10
60	Michael Harris, D.D.S.	6/1/08-7/6/09
61	Justin P. Hawes, M.D.	12/29/07-12/22/08 5/1/08-1/11/09
62	Heart of Utah	12/4/07-11/1/09
63	Robert Heck, M.D.	9/26/07-10/27/07
64	David P. Henrie, M.D.	5/1/08-7/10/08
65	Eugene Holm, M.D.	5/2/00-2/28/05
66	Thomas D. Houts, M.D.	1/1/96-4/3/96 7/1/98-9/26/99 1/1/01-3/23/03 1/1/07-7/30/09
67	Steven Huish, M.D.	6/10/08-3/31/09
68	Jahangir N. Imani, M.D.	8/6/08-3/29/09
69	Terry Jeppson, M.D.	5/2/00-8/12/09 3/28/11-10/31/11
70	Michael Johnson, M.D.	8/1/02-7/19/09
71	Steven E. Johnson, M.D.	9/26/07-10/27/07
72	Amy Kauffman, M.D.	4/1/09-5/31/09
73	Angela Keen, M.D.	1/1/07-10/30/08
74	Michael Klett, M.D.	5/2/00-6/30/09
75	Peter G. Larcom, M.D.	10/29/07-12/14/08
76	Rob Lindsay, M.D.	1/1/01-7/18/09
77	Patrick Luers, M.D.	9/26/07-10/27/07
78	Chad C. Lunt, M.D.	1/1/08-10/12/08
79	Daniel B. Madsen, M.D.	1/1/02-6/19/02 7/1/05-11/2/08

ATTACHMENT C

Number	Physician/Group	Period
80	Christopher H. Martin, M.D.	11/1/07-7/2/08
81	Carl Mattson, M.D.	4/1/07-6/30/09
82	William L. McBee, D.D.S.	6/1/08-5/29/09
83	Kent B. McDonald, M.D.	1/1/02-5/23/02 7/1/05-8/20/06 7/1/07-11/2/08
84	Mary Ann McDonnell, M.D.	1/1/02-7/10/02 7/1/05-8/20/06 7/1/07-10/12/08
85	Medical Lab Services	6/2/00-7/5/09
86	Terry D. Melendez, M.D.	7/1/07-2/25/09
87	Bradley R. Melville, M.D.	8/1/02-4/2/03 8/1/06-8/12/07 8/1/08-1/31/09
88	Loredana Militaru, M.D.	9/1/07-12/31/07
89	Louis Morales, M.D.	7/1/00-7/14/09
90	David Motoki, M.D.	7/1/00-7/14/09
91	Mountain Medical Physician Specialists	12/4/07-7/31/12
92	Mountain West Anesthesia, LLC	12/4/07-10/28/09
93	Mountain West Cardiovascular	12/4/07-4/2/08
94	Steven G. Nance, M.D.	3/1/08-5/30/09
95	David J. Nathan, M.D.	11/1/07-6/1/08
96	Patricia L. Nelson, M.D.	10/29/07-7/14/09
97	Lynn R. Nimer, M.D.	9/1/98-5/31/99 1/1/00-9/22/02 1/1/03-10/12/08
98	Gordon Olsen, M.D.	11/1/05-7/21/10
99	William Owens, M.D.	11/1/04-4/30/10
100	Sunny Pandita, M.D.	10/29/07-7/8/09
101	David A. Park M.D., DDS	6/1/08-7/6/09
102	Park City Family Health	12/4/07-9/14/09
103	Temp Patterson, M.D.	8/1/99-9/10/09
104	Pediatric Anesthesiologists, P.C.	1/1/08-7/29/09
105	John L. Peterson, M.D.	7/1/08-2/27/09
106	Cory Pilling, D.P.M.	9/1/09-10/31/09
107	David M. Pope, M.D.	1/1/07-5/18/09
108	Gregory D. Price, M.D.	1/1/06-10/30/06 7/1/07-9/9/08
109	Keith Ramsey, DO	1/1/07-10/27/07
110	Alan Rappleye, M.D.	9/26/07-10/27/07
111	Howard Reichman, M.D.	4/1/03-3/26/09
112	Sharon Richens, M.D.	1/1/03-12/31/08
113	Robert P. Rignell, M.D.	1/1/02-5/22/02 1/1/05-8/25/06 7/1/07-11/2/08
114	Robert M. Miska, LLC	12/4/07-7/26/09
115	Philip L. Roberts, M.D.	10/1/02-2/15/04 7/1/05-1/22/08
116	Jeffrey Rocco, M.D.	4/1/07-6/30/09
117	Kevin D. Rose, M.D.	6/1/08-7/6/09



ATTACHMENT C

Number	Physician/Group	Period
118	Mark Rosen, M.D.	9/26/07-10/27/07
119	Seema Sandhu, M.D.	1/1/01-3/23/03 1/1/05-4/18/05 1/1/07-7/14/09
120	Lisa M. Saturnino, M.D.	7/16/06-6/20/07 8/1/08-6/10/09
121	Phillip Savia, M.D.	8/11/06-6/24/09
122	Harry O. Senekhian, M.D.	10/18/07-5/3/10
123	Steven W. Shamo, M.D.	1/4/08-8/2/09
124	Alan R. Smith, M.D.	1/4/08-8/2/09
125	Russell Smith, M.D.	8/1/01-4/30/08
126	Southwest Emergency Physicians	12/4/07-2/10/09
127	Southwest Spine & Pain Specialists, LLC	9/12/11-11/14/11
128	James Spackman, M.D.	5/1/01-4/15/04
129	St. George Radiology	12/4/07-10/28/09
130	Mark A. Stowers, M.D.	7/1/07-5/18/08
131	Gregory P. Tayler, M.D.	11/1/09-3/17/11
132	Joseph Te, M.D.	7/1/04-8/30/09
133	Maya Thomas, M.D.	1/1/02-3/23/03 1/1/07-7/22/09
134	Jennifer Tittensor, M.D.	9/1/06-7/1/09
135	Karen Tormey, M.D.	7/1/07-8/16/07
136	Duane Townsend, M.D.	9/16/04-7/31/05
137	Larry Urry, M.D.	4/1/07-6/30/09
138	Utah Cancer Specialists, P.C.	12/4/07-6/21/09
139	Utah County Surgical Associates, P.C.	7/1/08-3/25/09
140	Utah Emergency Physicians	12/4/07-2/25/09
141	Utah Hematology and Oncology, P.C.	12/4/07-7/31/12
142	Jed Vandenberg, M.D.	1/1/09-12/8/10
143	Pamela Vincent, M.D.	12/1/06-3/6/07 9/1/07-7/6/09
144	Stephen Warner, M.D.	12/22/04-12/17/08
145	Steven Warnock, M.D.	2/1/01-7/12/09
146	Bradley J. Waterman, M.D.	12/1/07-9/17/08
147	Joseph R. Watkins, M.D.	9/1/07-4/1/08
148	Gregory Watson, M.D.	9/6/07-3/17/08
149	Robert W. Welker, M.D.	1/1/09-5/7/09
150	Wendell Wells, M.D.	6/2/00-7/5/09
151	Darrell Woods, M.D.	10/1/06-6/4/09
152	Duane K. Yamashiro, M.D.	1/1/03-9/6/09
153	Susan Zimmerman, M.D.	1/1/08-4/30/09
154	Blake Odell Zobell, D.P.M.	5/1/00-10/10/00 11/1/02-5/1/03 7/1/06-1/14/08 6/1/08-7/5/09