Exhibit "C"

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CONFIDENTIAL

Bay Area Regional Medical Center
Attn: Donna Enciu, AVP Revenue Cycle
200 Blossom Street
Webster, TX 77598

RE: Retrospective Review Findings

Dear Ms. Enciu:

Cigna routinely monitors and conducts external audits in order to meet obligations of customers, healthcare professionals, clients and government programs. As part of our routine monitoring and auditing, we recently conducted a post-payment review of services submitted under tax identification number 46-0703465. Medical records were requested and a comprehensive review was performed which included an examination for criteria for covered benefits, documentation in support of billings, dates of service correspondent with claims as submitted and the collection attempts of Cigna customers' cost share obligations in whole or in part sometimes known as "fee forgiveness." The audit identified damages in the amount of $17,365,169.32.

What a typical audit involves:

Provider audits are done to ensure a provider is conforming to appropriate billing practices and to determine whether Cigna has been billed appropriately for medically necessary, covered services. Unless otherwise documented in relevant payment, medical, and/or other Plan policies, Cigna adheres to and follows Current Procedural Terminology (CPT®) guidance and guidelines for the correct coding, reimbursement, and representation of services provided when reviewing claim submissions. Cigna also bases payment decisions on appropriate, complete, and adequate documentation of billed services. Cigna reviews billed claims based on established industry standards, correct coding initiatives, and methods of reimbursement that are usually established through Plan administrative policies and established reimbursement methodologies.

What this means to you:

As part of this audit, Cigna requested medical records for 83 patients as part of a statistically valid random sample. The supplied documentation was subject to review by Cigna's Special Investigations Unit.

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Our review established several significant issues, as noted below, where Plan and/or other relevant requirements were not satisfied.

Finding 1: Services not rendered as billed

As mentioned above, the records for 83 patients were subject to review. Within 61 records reviewed, there was evidence of pass through billing. Pass through billing occurs when the billing entity does not perform the services being billed. The documentation revealed that a majority of the testing billed by Bay Area Regional Medical Center was actually performed by external reference laboratories. Cigna does not reimburse for testing when billed by an entity that did not perform the services. Cigna Coverage Policy 0513 explicitly states that Cigna does not reimburse for drug testing when billed by an entity that did not perform the service.

Furthermore, Bay Area Regional Medical Center billed for services provided to 19 patients for whom no records or supporting documentation was available. Bay Area Regional Medical Center offered no explanation for the missing patient files and/or why these claims were billed to Cigna.

Based on these findings, the patients selected as part of this review demonstrated evidence that the services billed by Bay Area Regional Medical Center were not rendered. Given that Bay Area Regional Medical Center has routinely billed for services that were not rendered, Cigna considers claims for laboratory testing to be overpaid.

Finding 2: Fee Forgiveness

Finally, the evidence collected in this audit revealed that Bay Area Regional Medical Center has not collected customer cost share responsibilities for laboratory services billed. It is important to understand that the failure to collect cost share obligation is a violation of many Cigna health care benefit plans. Cigna takes the waiver of any portion of a copayment, deductible, or coinsurance obligation very seriously. The failure to bill and collect patient cost share obligations could result in the denial of claims submitted for reimbursement.

Accepting an insurer's payment and waiving, negotiating, or reducing any portion of a customer's copayment, deductible, or coinsurance obligation – sometimes known as "fee-forgiveness"- is a violation of the terms of our Cigna customer benefit plan agreements and, in some cases, federal Employee Retirement Income Security Act (ERISA) laws.

When fee-forgiving occurs, our customer benefit plans specifically give Cigna the right to withhold payments – even for procedures that have been deemed medically necessary or allowable – until we can verify a customer has paid their appropriate cost-share per their benefit plans. This remains true even in cases when we have pre-certified or pre-authorized services. Please note that all health care professionals, including those who are non-participating, must abide by the terms of our benefit plans when seeking reimbursement from Cigna.

What you need to do:

Cigna issues payment in good faith and relies upon billed CPT®, HCPCS, and/or revenue codes expecting an accurate representation of the services rendered. In addition, the claim forms themselves mandate that a provider submit accurate and complete information, while the submitter also certifies the accuracy of the information being billed. The findings of Cigna's retrospective review revealed that Cigna

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has been billed inappropriately and that the documentation did not justify the claims paid. Based on the significant issues identified in this audit, as discussed above, a refund is required.

The audit revealed that there was a consistent pattern of discrepant billing from year to year for laboratory claims submitted to Cigna. Therefore, Cigna is requesting a refund for laboratory claims paid between September 5, 2015 and August 17, 2017. This has resulted in damages in the amount of $17,365,169.32. which must be refunded.

Cigna plans vest Cigna with the discretion and authority to recover an "overpayment from the person to whom or on whose behalf it was made . . . ." Accordingly, please send a check payable to Cigna to the following address:

Connecticut General Life Insurance Company
Attn: Recovery Check Specialist
900 Cottage Grove Road, W3SIU
Hartford, CT 06152

In addition to the identified damages, a flag has been placed that will deny claims pursuant to the significant issues outlined above. To the extent you deem the denial or explanation code in any Explanation of Provider Payment issued by Cigna to be insufficient, I incorporate the explanation in this letter by reference therein.

As always, Cigna reserves the right to conduct any additional post-payment audits that it deems necessary to enforce its plan requirements. Cigna also reserves the right to review and contest the actual charges of any of claims submitted.

Finally, in addition to all previous disclaimers, this letter also further confirms that a request for benefits information, pre-authorization or pre-certification is not a promise or guarantee of coverage or payment, and that Cigna representatives who respond to such requests do not have authority to bind Cigna to pay at any particular rate or amount. Moreover, all benefits information calls and the information provided therein are subject to all plan provisions, including eligibility requirements, exclusions, limitations and state mandates, and we expect you to honor and adhere to the terms and conditions of our benefits plans.

We would like to work cooperatively in resolving this issue. However, if we do not hear from you by close of business February 12, 2018 we will proceed accordingly. Should you have any questions regarding this matter, please contact me directly at (860)226-5928.

Sincerely,

Jolanta Nowak
Investigator
Cigna Special Investigations Unit

[Enclosure:] Cigna Medical Coverage Policy Number 0513, Subject Drug Testing

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