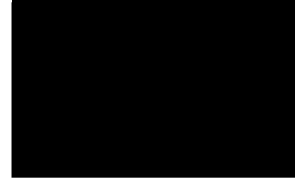




151 Farmington Avenue, RWA4  
Hartford, CT 06156-7626



December 13, 2017

**Via UPS and E-Mail (alawry@barmc.com)**

Ms. Alethia Lawry, Esquire  
Bay Area Regional Medical Center  
200 Blossom Street  
Webster, Texas 77598

Dear Ms. Lawry:

We have reviewed claims submitted by Bay Area Regional Medical Center ("Bay Area") under Tax Identification Number 460703465 and processed by Aetna between October 1, 2014 and July 31, 2017. Based on our review, we believe Bay Area improperly caused Aetna to make overpayments of \$26,115,237 by repeatedly billing Aetna for lab services Bay Area did not perform in violation of Bay Area's contract with Aetna and applicable laws. I write to request that on or before December 22, 2017, Bay Area (1) return the overpayments to Aetna and the employers whose health plans Aetna administers, and (2) provide Aetna with the information requested below in accordance with the Hospital Services Agreement between Aetna and Bay Area.

As you know, the identified overpayments are the result of Bay Area's improper submission of thousands of claims for lab services performed not by Bay Area, but by independent laboratories. Put more simply, Bay Area billed and was paid for services it did not render. And as previously indicated, Aetna views Bay Area's practice of billing for services rendered by independent laboratories as improper pass-through billing that amounts to a breach of contract and fraud. Aetna therefore demands that Bay Area return the \$26,115,237 Bay Area took from Aetna as the result of this improper billing practice.

I have enclosed a password-protected CD containing a detailed report of the claims that make up the overpayments identified to date. Please contact me to obtain the password, and please note that Aetna reserves the right to seek additional overpayments.

Aetna also requests information to which it is contractually entitled related to Bay Area's lab claims. In particular, we request that you provide the following information in accordance with Section 5.3.2 of the Hospital Services Agreement between Aetna and Bay Area:

**EXHIBIT A**

Ms. Alethia Lawry, Esquire

December 13, 2017

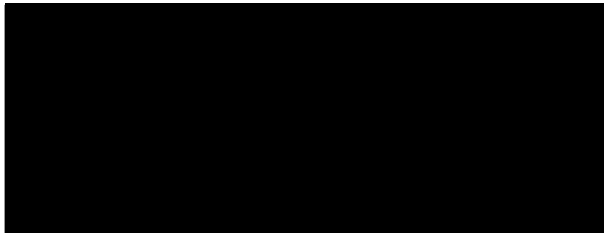
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1. All documents, including contracts and/or agreements, relating to Bay Area's (or its affiliates') past or present relationships with any independent laboratories, including Baylor College of Medicine, Houston Methodist, LabCorp and ESA, which relationships you referenced in an email to Deborah Giorgetti dated May 18, 2017, as well as any other independent laboratories that performed services for which Bay Area billed Aetna.
2. All documents relating to Bay Area's practices from 2014 to present concerning laboratory referrals.
3. All documents relating to the manner in which Bay Area (either directly or through a third party) has billed Aetna for laboratory services since 2014, including all documents relating to which CLIA numbers were identified in connection with bills sent to Aetna for reimbursement.
4. All patient claim files and disclosure forms or other information provided to patients associated with any laboratory claim submitted by Bay Area to Aetna for services that were performed by a third-party laboratory.
5. All documents relating to the manner in which payments from Aetna for laboratory services are split or divided between Bay Area, its affiliates, and/or third-party laboratories, including any document or ledger reflecting or accounting for such payments.
6. All documents relating to any advice, legal or otherwise, relied upon or used by Bay Area in connection with billing Aetna for laboratory work performed by third-party laboratories.

Please provide the requested information by December 22, 2017.

I understand that you have been in touch with Aetna's counsel, who will be happy to discuss this letter with you. Thank you for your cooperation.

Sincerely,



**EXHIBIT A**