

**UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION
OFFICE OF ADMINISTRATIVE LAW JUDGE**



In the Matter of)
Phoebe Putney Health System, Inc.)
a corporation, and)
)
Phoebe Putney Memorial Hospital, Inc.)
a corporation, and)
)
HCA Inc.)
a corporation, and)
)
Palmyra Park Hospital, Inc.)
a corporation, and)
)
Hospital Authority of Albany-Dougherty County)
_____)

DOCKET NO. 14-08

ORIGINAL

**HCA INC.’S RESPONSES AND OBJECTIONS
TO RESPONDENTS’ NOTICE OF DEPOSITION**

Pursuant to Rule 3.33(g)(2)(iii)(C) of the Federal Trade Commission’s Rules of Practice for Adjudicative Proceedings, 16 C.F.R. § 3.33(g)(2)(iii)(C), and the Scheduling Order entered by Chief Administrative Law Judge Chappell on September 15, 2014 (the “Scheduling Order”), Respondent HCA Inc. (“HCA”) hereby responds and objects to the Notice of Deposition (the “Notice”) issued by the Respondents Phoebe Putney Health System, Inc., Phoebe Putney Memorial Hospital, Inc., and Hospital Authority of Albany-Dougherty County (collectively, the “Phoebe Respondents” and each a “Phoebe Respondent”) to HCA pursuant to Rule 3.33(c)(1) of the Federal Trade Commission’s Rules of Practice for Adjudicative Proceedings, 16 C.F.R. § 3.33(c)(1).

GENERAL OBJECTIONS

HCA makes the following General Objections to each of the Topics for Deposition (the “Topics”) and to the related Definitions and Instructions in Attachment A of the Notice. Because these General Objections apply to each of the specific Topics, they shall have the same force and effect as if set forth in full in response to each Topic. The assertion of the same, similar, or additional objections in response to a specific Topic does not waive or limit any of HCA’s General Objections set forth below.

1. HCA objects to each and every Topic, including the Definitions and Instructions contained therein, to the extent they are overly broad and would impose undue requirements or obligations upon HCA that are inconsistent with, or greater than, those imposed by the Federal Trade Commission’s Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule.
2. HCA objects to each and every Topic to the extent it is overbroad, unduly burdensome, oppressive, and/or does not specify with reasonable particularity the matter for examination.
3. HCA objects to each and every Topic to the extent it is redundant or duplicative of discovery already obtained by the Phoebe Respondents or previously produced by HCA.
4. HCA objects to each and every Topic to the extent it seeks information not known or readily obtainable by HCA, including because the Hospital Authority/Palmyra transaction closed in December 2011 and HCA no longer has custody, possession or control of the documents, files or data related to the Palmyra facility.
5. HCA objects to each and every Topic to the extent it seeks information not relevant to any party’s claim or defense.

6. HCA objects to each and every Topic to the extent it seeks information to which the Phoebe Respondents or the Phoebe Respondents' counsel have access, is a matter of public record, or is otherwise easily obtainable from other sources. Specifically, HCA objects to each Topic to the extent such information is already in the possession, custody or control of the Phoebe Respondents by virtue of the Hospital Authority/Palmyra transaction.

7. HCA objects to each and every Topic to the extent it is vague, ambiguous, and/or unclear, including Phoebe Respondents' use of terms that are not defined and/or not otherwise susceptible to any single meaning.

8. HCA objects to each and every Topic to the extent it seeks information for an unreasonable and/or unlimited period of time and/or any information prior to January 1, 2009.

9. HCA objects to each and every Topic to the extent it seeks information protected by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. In responding to the Notice, HCA does not waive, and intends to preserve, any and all applicable privileges and immunities. Accordingly, where HCA has agreed to provide information responsive to a Topic, HCA will provide only information that is non-privileged. Any inadvertent disclosure of privileged information shall not be construed as a waiver, in whole or in part, of any otherwise valid claim of privilege.

10. HCA objects to each and every Topic to the extent it seeks disclosure of confidential, proprietary, or sensitive business or personal information or information otherwise protected from disclosure by law, court order, or any agreement with respect to confidentiality or nondisclosure. HCA will only provide information subject to the terms of the Protective Order entered in this proceeding.

11. HCA objects to each and every Topic to the extent it seeks information that could be provided or will be provided in this action by HCA in some other manner.

12. HCA objects to the date, time and location designated in the Notice. In the event that a deposition is to take place, HCA will meet and confer with the Phoebe Respondents to select a mutually agreeable date, time and location for the deposition.

13. HCA expressly reserves the right to modify, revise, supplement, or amend its responses and objections to the Notice as it deems appropriate.

OBJECTIONS TO DEFINITIONS & INSTRUCTIONS

HCA incorporates the following Objections to the “Definitions & Instructions” section of the Notice into each and every specific response below. These objections are set forth here to avoid the duplication and repetition of restating them for each response. The assertion of the same, similar, or additional objections in response to specific requests in the Notice does not waive any of HCA’s Objections to Definitions. The failure to incorporate specifically an objection set forth herein should not be construed as a waiver of any such objection.

1. HCA objects to the definitions of “HCA,” “you,” and “your” (Definition 1) to the extent they are vague, ambiguous, overly broad, purport to impose obligations on HCA that are inconsistent with, or greater than, those imposed by the Federal Trade Commission’s Rules of Practice, the Scheduling Order, or any other applicable order, law or rule, or are not reasonably calculated to lead to the discovery of admissible evidence. HCA further objects to Definition 1 because it identifies more than one organization.

2. HCA objects to the definition of “charity care” (Definition 2) to the extent it is vague, ambiguous, or overly broad, or purports to impose requirements or obligations upon HCA

that are inconsistent with, or greater than, those imposed by the Federal Trade Commission's Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule.

3. HCA objects to the definition of "health plan" (Definition 3) to the extent it is vague, ambiguous, overly broad, or purports to impose obligations on HCA that are inconsistent with, or greater than, those imposed by the Federal Trade Commission's Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule.

4. HCA objects to the definition of "Palmyra" (Definition 6) to the extent it is vague, ambiguous, overly broad, or purports to impose obligations on HCA that are inconsistent with, or greater than, those imposed by the Federal Trade Commission's Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule.

5. HCA objects to the instruction regarding the time period covered by the Notice (Instruction 8) to the extent the Notice seeks information prior to January 1, 2009.

SPECIFIC RESPONSES AND OBJECTIONS

TOPIC NO. 1

Palmyra's financial condition, including, but not limited to, Palmyra's financial performance from January 1, 2008 through the date of the Hospital Authority/Palmyra transaction, assets, liabilities, profits, losses, expenses, and margins.

RESPONSE TO TOPIC NO. 1

In addition to the General Objections stated above, which are incorporated fully by reference herein, HCA objects to Topic No. 1 on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and does not specify the information sought with reasonable particularity. HCA further objects to Topic No. 1 to the extent it seeks to impose obligations on HCA that exceed its obligations under the Federal Trade Commission's Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule. In addition, HCA objects to the

phrases “financial condition,” and “financial performance” as vague, ambiguous and undefined. HCA also objects to Topic No. 1 on the grounds that it seeks discovery that is duplicative of information in the Phoebe Respondents’ own files or otherwise already possessed by, known to, or available to the Phoebe Respondents. HCA further objects to Topic No. 1 to the extent it seeks information already produced by HCA to the Phoebe Respondents.

Subject to all these General and Specific Objections, HCA states that it will make available a witness at an agreed upon time to testify regarding Palmyra’s financial condition at the time of the Hospital Authority/Palmyra transaction.

TOPIC NO. 2

The medical services offered and not offered at Palmyra from January 1, 2008 through the date of the Hospital Authority/Palmyra transaction.

RESPONSE TO TOPIC NO. 2

In addition to the General Objections stated above, which are incorporated fully by reference herein, HCA objects to Topic No. 2 on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and does not specify the information sought with reasonable particularity insofar as it does not adequately specify the meaning of “medical services.” HCA further objects to Topic No. 2 to the extent it seeks to impose obligations on HCA that exceed its obligations under the Federal Trade Commission’s Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule. HCA also objects to Topic No. 2 on the grounds that it seeks discovery that is duplicative of information in the Phoebe Respondents’ own files or otherwise already possessed by, known to, or available to the Phoebe Respondents. HCA further objects to Topic No. 2 to the extent it seeks information already produced by HCA to the Phoebe Respondents.

Subject to all these General and Specific Objections, HCA states that it will make

available a witness at an agreed upon time to testify regarding the services available at Palmyra at the time of the Hospital Authority/Palmyra transaction.

TOPIC NO. 3

Any plans for investments in or changes to the operation of Palmyra that existed from January 1, 2008 through the date of the Hospital Authority/Palmyra transaction, including:

- a. Any plans to convert some or all existing services;
- b. Any plans to close or shut down the facility, either all or in part;
- c. Any plans to discontinue or curtail any existing or contemplated future inpatient or out-patient service lines;
- d. Any plans to add new services or augment existing in-patient or outpatient services;
- e. Any plans either to increase or reduce the Company's annual or long-term investment in Palmyra's facilities, services or service lines, information technology, physician relationships or manpower, or equipment;
- f. Any plans either to increase or reduce the quality of services or access to services offered by Palmyra;
- g. Any other facility plans not included in (a) – (f) above;
- h. Any plans to change any of the prices charged by Palmyra to any payor or group of payors;
- i. Any plans relating to clinical integration, ACO formation, or to consolidate or merge with any other facility or facilities; and
- j. Any plans to become involved in accountable care organizations, clinically integrated physician-hospital networks, value-based purchasing, and other strategic developments or plans.

RESPONSE TO TOPIC NO. 3

In addition to the General Objections stated above, which are incorporated fully by reference herein, HCA objects to Topic No. 3 on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and does not specify the information sought with reasonable

particularity. In addition, HCA objects to the phrases “existing services,” “quality of services,” “clinical integration,” and “ACO formation” as vague, ambiguous, and undefined. HCA further objects to Topic No. 3 to the extent it seeks to impose obligations on HCA that exceed its obligations under the Federal Trade Commission’s Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule. HCA also objects to Topic No. 3 on the grounds that it seeks discovery that is duplicative of information in the Phoebe Respondents’ own files or otherwise already possessed by, known to, or available to the Phoebe Respondents. HCA further objects to Topic No. 3 to the extent it seeks information already produced by HCA to the Phoebe Respondents.

Subject to all these General and Specific Objections, HCA states that it will make available a witness at an agreed upon time to testify regarding any plans for investments in or changes to the operation of Palmyra that existed from January 1, 2009 through the date of the Hospital Authority/Palmyra transaction.

TOPIC NO. 4

The management fees charged by HCA to Palmyra and any services provided by HCA to Palmyra, including centralized, administrative, or corporate-level services, and the accounting for and allocation of corporate or centralized costs.

RESPONSE TO TOPIC NO. 4

In addition to the General Objections stated above, which are incorporated fully by reference herein, HCA objects to Topic No. 4 on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and does not specify the information sought with reasonable particularity. In addition, HCA objects to the phrases “management fees,” and “any services provided” as vague, ambiguous, and undefined. HCA further objects to Topic No. 4 to the extent it seeks to impose obligations on HCA that exceed its obligations under the Federal Trade

Commission's Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule. HCA also objects to Topic No. 4 on the grounds that it seeks discovery that is duplicative of information in the Phoebe Respondents' own files or otherwise already possessed by, known to, or available to the Phoebe Respondents. HCA further objects to Topic No. 4 to the extent it seeks information already produced by HCA to the Phoebe Respondents.

Subject to all these General and Specific Objections, HCA states that it will make available a witness at an agreed upon time to testify regarding management fees charged by HCA to Palmyra from January 1, 2009 through the date of the Hospital Authority/Palmyra transaction.

TOPIC NO. 5

The capacity and capacity utilization rate for Palmyra and of its individual departments, including the average daily census at Palmyra by service, from January 1, 2008 through the closing of the Hospital Authority/Palmyra transaction.

RESPONSE TO TOPIC NO. 5

In addition to the General Objections stated above, which are incorporated fully by reference herein, HCA objects to Topic No. 5 on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and does not specify the information sought with reasonable particularity. In addition, HCA objects to the phrase "capacity and utilization rate" as vague and ambiguous, and on the ground that it is overbroad, unduly burdensome and insufficiently particular in describing the matter for examination. HCA further objects to Topic No. 5 to the extent it seeks to impose obligations on HCA that exceed its obligations under the Federal Trade Commission's Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule. HCA also objects to Topic No. 5 on the grounds that it seeks discovery that is duplicative of information in the Phoebe Respondents' own files or otherwise already possessed by, known

to, or available to the Phoebe Respondents. HCA further objects to Topic No. 5 to the extent it seeks information already produced by HCA to the Phoebe Respondents.

Subject to all these General and Specific Objections, HCA states that it will make available a witness at an agreed upon time to testify regarding the capacity and capacity utilization rate for Palmyra and of its individual departments, including the average daily census at Palmyra by service, from January 1, 2009 through the date of the Hospital Authority/Palmyra transaction.

TOPIC NO. 6

Palmyra's policies and practices with respect to the provision of hospital care to the insured, under-insured, uninsured, indigent, or charitable patients. This topic includes, but is not limited to, the amount of care provided to Medicaid, Medicare, and Peach State Health Plan patients and Palmyra's communications regarding charity care and uninsured discounts available at Palmyra.

RESPONSE TO TOPIC NO. 6

In addition to the General Objections stated above, which are incorporated fully by reference herein, HCA objects to Topic No. 6 on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and does not specify the information sought with reasonable particularity insofar as it does not adequately specify the meaning of "policies," "practices," "under-insured," "indigent," or "charitable." HCA further objects to Topic No. 6 to the extent it seeks to impose obligations on HCA that exceed its obligations under the Federal Trade Commission's Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule. HCA also objects to Topic No. 6 on the grounds that it seeks discovery that is duplicative of information in the Phoebe Respondents' own files or otherwise already possessed by, known to, or available to the Phoebe Respondents. HCA further objects to Topic No. 6 to the extent it seeks information already produced by HCA to the Phoebe Respondents.

Subject to all these General and Specific Objections, HCA states that it will make available a witness at an agreed upon time to testify regarding Palmyra's policies and practices with respect to the provision of hospital care to the insured, under-insured, uninsured, indigent, or charitable patients.

TOPIC NO. 7

Palmyra's policies, practices, and plans relating to population health management, including, but not limited to, planning and capital considerations relating to population health management.

RESPONSE TO TOPIC NO. 7

In addition to the General Objections stated above, which are incorporated fully by reference herein, HCA objects to Topic No. 7 on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and does not specify the information sought with reasonable particularity insofar as it does not adequately specify the meaning of "policies," "practices," "plans," "population health management," or "capital considerations." HCA further objects to Topic No. 7 to the extent it seeks to impose obligations on HCA that exceed its obligations under the Federal Trade Commission's Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule.

TOPIC NO. 8

With respect to patients treated at Palmyra:

- a. The percentage of patients insured by a health plan, the percentage of patients not insured by a health plan, indigent care patients, and charity care patients;
- b. The percentage of annual revenues derived from patients insured by a health plan, the percentage of annual revenues derived from patients not insured by a health plan, indigent care patients, and charity care patients; and
- c. The value and cost estimated by HCA of uncompensated care provided to patients insured by a health plan, patients not insured by a health plan but not classified as indigent (e.g., self-pay), indigent care patients, and charity care patients.

RESPONSE TO TOPIC NO. 8

In addition to the General Objections stated above, which are incorporated fully by reference herein, HCA objects to Topic No. 8 on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and does not specify the information sought with reasonable particularity insofar as it does not adequately specify the meaning of “value,” “indigent,” or “charity.” HCA further objects to Topic No. 8 to the extent it seeks to impose obligations on HCA that exceed its obligations under the Federal Trade Commission’s Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule. HCA also objects to Topic No. 8 on the grounds that it seeks discovery that is duplicative of information in the Phoebe Respondents’ own files or otherwise already possessed by, known to, or available to the Phoebe Respondents. HCA further objects to Topic No. 8 to the extent it seeks information already produced by HCA to the Phoebe Respondents.

Subject to all these General and Specific Objections, HCA states that it will make available a witness at an agreed upon time to testify regarding the percentage of patients insured by a health plan, the percentage of patients not insured by a health plan, indigent care patients, and charity care patients, and the percentages of revenues associated with the foregoing.

TOPIC NO. 9

Palmyra’s accounting of charity care from January 1, 2008 to the present, including its methodologies for classifying or reclassifying charity care, any changes in the way Palmyra or HCA defined or calculated charity care, charity care write-offs, the use of electronic scoring software in calculating charity care, and declines in bad debt expense associated with accounting for charity care.

RESPONSE TO TOPIC NO. 9

In addition to the General Objections stated above, which are incorporated fully by reference herein, HCA objects to Topic No. 9 on the grounds that it is vague, ambiguous, overly

broad, unduly burdensome, and does not specify the information sought with reasonable particularity insofar as it does not adequately specify the meaning of “charity care,” “classifying,” “reclassifying,” “write-offs,” or “electronic scoring software.” HCA further objects to Topic No. 9 to the extent it seeks to impose obligations on HCA that exceed its obligations under the Federal Trade Commission’s Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule. HCA also objects to Topic No. 9 on the grounds that it seeks discovery that is duplicative of information in the Phoebe Respondents’ own files or otherwise already possessed by, known to, or available to the Phoebe Respondents. HCA further objects to Topic No. 9 to the extent it seeks information already produced by HCA to the Phoebe Respondents.

Subject to all these General and Specific Objections, HCA states that it will make available a witness at an agreed upon time to testify regarding Palmyra’s accounting of charity care from January 1, 2009 through the date of the Hospital Authority/Palmyra transaction.

TOPIC NO. 10

The community benefit programs provided by Palmyra, including, but not limited to, the services provided in connection with such community benefit programs, and any calculations or quantifications performed by HCA or Palmyra concerning the amount of community benefit that Palmyra provided.

RESPONSE TO TOPIC NO. 10

In addition to the General Objections stated above, which are incorporated fully by reference herein, HCA objects to Topic No. 10 on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and does not specify the information sought with reasonable particularity insofar as it does not adequately specify the meaning of “community benefit,” “services,” or “quantifications.” HCA further objects to Topic No. 10 to the extent it seeks to impose obligations on HCA that exceed its obligations under the Federal Trade Commission’s

Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule. HCA also objects to Topic No. 10 on the grounds that it seeks discovery that is duplicative of information in the Phoebe Respondents' own files or otherwise already possessed by, known to, or available to the Phoebe Respondents.

TOPIC NO. 11

The relationship between Palmyra and any Federally Qualified Health Center from January 1, 2008 through the Hospital Authority/Palmyra transaction, including any plans to provide services to patients of (or referred by) any Federally Qualified Health Center.

RESPONSE TO TOPIC NO. 11

In addition to the General Objections stated above, which are incorporated fully by reference herein, HCA objects to Topic No. 11 on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and does not specify the information sought with reasonable particularity insofar as it does not adequately specify the meaning of "Federally Qualified Health Center," or "services." HCA further objects to Topic No. 11 to the extent it seeks to impose obligations on HCA that exceed its obligations under the Federal Trade Commission's Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule.

TOPIC NO. 12

Your response to Interrogatory Nos. 12 and 13 and the documents, spreadsheets, and other materials you provided in response to Interrogatory Nos. 12 and 13.

RESPONSE TO TOPIC NO. 12

In addition to the General Objections stated above, which are incorporated fully by reference herein, HCA objects to Topic No. 12 on the grounds that it seeks discovery that is duplicative of information in the Phoebe Respondents' own files or otherwise already possessed by, known to, or available to the Phoebe Respondents, because HCA produced responses to Interrogatory Nos. 12 and 13 in its Responses and Objections to Respondents' First Set of

Interrogatories, which was served to the Phoebe Respondents on May 28, 2013. HCA further objects to Topic No. 12 to the extent it seeks to impose obligations on HCA that exceed its obligations under the Federal Trade Commission's Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule.

TOPIC NO. 13

Your response to Interrogatory No. 16 and the documents, spreadsheets, and other materials you provided in response to Interrogatory No. 16.

RESPONSE TO TOPIC NO. 13

In addition to the General Objections stated above, which are incorporated fully by reference herein, HCA objects to Topic No. 13 on the grounds that it seeks discovery that is duplicative of information in the Phoebe Respondents' own files or otherwise already possessed by, known to, or available to the Phoebe Respondents, because HCA produced responses to Interrogatory No. 16 in its Responses and Objections to Respondents' First Set of Interrogatories, which was served to the Phoebe Respondents on May 28, 2013. HCA further objects to Topic No. 13 to the extent it seeks to impose obligations on HCA that exceed its obligations under the Federal Trade Commission's Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule.

TOPIC NO. 14

HCA's knowledge about potential or likely entry by another hospital, hospital system, physician group, or sub-acute facility into Dougherty County or any surrounding County from January 1, 2005 to the present.

RESPONSE TO TOPIC NO. 14

In addition to the General Objections stated above, which are incorporated fully by reference herein, HCA objects to Topic No. 14 on the grounds that it is vague, ambiguous, and does not specify the information sought with reasonable particularity insofar as it does not

adequately specify the meaning of “entry,” “hospital system,” “physician group,” “sub-acute facility,” or “surrounding County.” HCA further objects to Topic No. 14 on the grounds that it is overly broad and unduly burdensome insofar as it includes any geographic area outside of Dougherty County, Georgia. HCA objects to Topic No. 14 to the extent it seeks to impose obligations on HCA that exceed its obligations under the Federal Trade Commission’s Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule. HCA also objects to Topic No. 14 on the grounds that it seeks discovery that is duplicative of information in the Phoebe Respondents’ own files or otherwise already possessed by, known to, or available to the Phoebe Respondents.

Subject to all these General and Specific Objections, HCA states that it will make available a witness at an agreed upon time to testify regarding HCA’s knowledge about potential or likely entry by another hospital, hospital system, physician group, or sub-acute facility into Dougherty County from January 1, 2009 through the date of the Hospital Authority/Palmyra transaction.

TOPIC NO. 15

HCA’s negotiated rates with payors in Georgia and its Southeast Division from the date of the Hospital Authority/Palmyra transaction to the present, including any effect of the transaction on HCA’s negotiations or bargaining position with payors.

RESPONSE TO TOPIC NO. 15

In addition to the General Objections stated above, which are incorporated fully by reference herein, HCA objects to Topic No. 15 on the grounds that it is vague, ambiguous, and does not specify the information sought with reasonable particularity insofar as it does not adequately specify the meaning of “negotiated rates,” “payors,” “effect,” or “bargaining position.” HCA further objects to Topic No. 15 on the grounds that it is overly broad and unduly

burdensome insofar as it includes negotiated rates with payors in any geographic area outside of Dougherty County, Georgia. HCA objects to Topic No. 15 to the extent it seeks to impose obligations on HCA that exceed its obligations under the Federal Trade Commission's Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule. HCA also objects to Topic No. 15 on the grounds that it seeks discovery that is duplicative of information in the Phoebe Respondents' own files or otherwise already possessed by, known to, or available to the Phoebe Respondents. HCA further objects to Topic No. 15 to the extent it seeks information already produced by HCA to the Phoebe Respondents.

TOPIC NO. 16

Palmyra's policies and practices with respect to diverting and/or transferring patients from Palmyra to another hospital, including the circumstances in which Palmyra declined to treat patients or caused a diversion or transfer of patients to occur.

RESPONSE TO TOPIC NO. 16

In addition to the General Objections stated above, which are incorporated fully by reference herein, HCA objects to Topic No. 16 on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and does not specify the information sought with reasonable particularity insofar as it does not adequately specify the meaning of "policies," "practices," or "diverting." HCA further objects to Topic No. 16 to the extent it seeks to impose obligations on HCA that exceed its obligations under the Federal Trade Commission's Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule. HCA also objects to Topic No. 16 on the grounds that it seeks discovery that is duplicative of information in the Phoebe Respondents' own files or otherwise already possessed by, known to, or available to the Phoebe Respondents.

Subject to all these General and Specific Objections, HCA states that it will make

available a witness at an agreed upon time to testify regarding Palmyra's policies and practices with respect to diverting and/or transferring patients from Palmyra to another hospital.

TOPIC NO. 17

The information maintained by Palmyra or HCA regarding the quality of care delivered at Palmyra, including, but not limited to, benchmarks, citations, and commendations, and any comparisons of the quality of care delivered at Palmyra with the quality of care delivered at Phoebe Putney Memorial Hospital.

RESPONSE TO TOPIC NO. 17

In addition to the General Objections stated above, which are incorporated fully by reference herein, HCA objects to Topic No. 17 on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and does not specify the information sought with reasonable particularity insofar as it does not adequately specify the meaning of "information," "quality of care," or "comparisons." HCA further objects to Topic No. 17 to the extent it seeks to impose obligations on HCA that exceed its obligations under the Federal Trade Commission's Rules of Practice, the Scheduling Order, or any other applicable order, law, or rule. HCA also objects to Topic No. 17 on the grounds that it seeks discovery that is duplicative of information in the Phoebe Respondents' own files or otherwise already possessed by, known to, or available to the Phoebe Respondents. HCA further objects to Topic No. 17 to the extent it seeks information already produced by HCA to the Phoebe Respondents.

Subject to all these General and Specific Objections, HCA states that it will make available a witness at an agreed upon time to testify regarding quality of care delivered at Palmyra from January 1, 2009 through the date of the Hospital Authority/Palmyra transaction.

Dated: October 24, 2014

Respectfully submitted,

/s/ Kevin J. Arquit
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Attorneys for HCA Inc.

CERTIFICATE OF SERVICE

I hereby certify that on October 24, 2014, I caused to be filed the foregoing Responses and Objections to Respondents' Notice of Deposition electronically using the FTC's E-Filing System, which will send notification of such filing to:

Donald S. Clark
Office of the Secretary
Federal Trade Commission
600 Pennsylvania Avenue, N.W., Rm. H-159
Washington, D.C. 20580
secretary@ftc.gov

I hereby certify that on October 24, 2014, I caused to be delivered via electronic mail a PDF copy that is a true and correct copy of the original of the foregoing Responses and Objections to Respondents' Notice of Deposition to:

The Honorable D. Michael Chappell
Chief Administrative Law Judge
Federal Trade Commission
600 Pennsylvania Avenue, N.W.
Washington, D.C. 20580
oyalj@ftc.gov

I hereby certify that on October 24, 2014, I caused to be delivered via electronic mail a PDF copy that is a true and correct copy of the original of the foregoing Responses and Objections to Respondents' Notice of Deposition to:

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