

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 Defense Health Agency (“DHA”) (collectively, the “United States”), SVCMC, Inc. f/k/a Saint Vincents Catholic Medical Centers of New York (“St. Vincent” or “SVCMC”), and Jane Rollinson and Daniel Gregorie (“Relators”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. St. Vincent is a nonprofit corporation incorporated in the State of New York. St. Vincent is one of six health plans that contracts with the Department of Defense to provide healthcare services to military personnel, retirees, and their families through the Uniformed Services Family Health Plan (“USFHP”). St. Vincent provides healthcare services to USFHP members in New Jersey, Connecticut, and New York.

B. On August 30, 2016, Relators filed a *qui tam* action in the United States District Court for the District of Maine captioned *United States ex rel. Rollinson v. Martin’s Point Health Care Inc.*, No. 2:16-cv-00447-NT, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Civil Action”). The United States intervened in the Civil Action on December 13, 2023, and filed a Complaint-in-Intervention on March 12, 2024 (Dkt. 88).

C. The United States contends that it has certain civil claims against St. Vincent arising from St. Vincent’s receipt and retention of payments for beneficiaries aged 65 and older under its USFHP contract and its option periods that ran from October 1, 2008, through November 30, 2012, as set forth in the United States’ Complaint-in-Intervention. That conduct is referred to below as the Covered Conduct.

D. St. Vincent denies the allegations in the Civil Action. This Agreement is neither an admission of liability by St. Vincent nor a concession by the United States that its claims are not well founded.

E. Relators claim entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement and to Relators' reasonable expenses, attorneys' fees and costs.

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 Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. St. Vincent shall pay to the United States twenty-nine million dollars (\$29,000,000) (the "Settlement Amount"), of which fourteen million five hundred thousand (\$14,500,000) is restitution, and interest on the Settlement Amount at a rate of 4.0 percent per annum commencing on September 24, 2024, by electronic funds transfer pursuant to written instructions to be provided by the Civil Fraud Section of the Department of Justice, no later than ten (10) days after the Effective Date of this Agreement.

2. Conditioned upon the United States receiving the Settlement Amount plus interest due under Paragraph 1 from St. Vincent and as soon as feasible after receipt, the United States shall pay five million six hundred fifty-five thousand (\$5,655,000) to Relators by electronic funds transfer (the "Relators' Share").

3. Notwithstanding the foregoing, or any other terms of this Agreement, this Agreement does not resolve or release, and expressly preserves, Relators' right pursuant to 31 U.S.C. § 3730(d)(1) to reasonable expenses necessarily incurred, plus reasonable attorneys' fees and costs, relating to the Covered Conduct for which expenses, fees and costs St. Vincent may be

liable, which is addressed by separate agreement between Relators, Relators' counsel, and St. Vincent.

4. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below and subject to Paragraph 13 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1, the United States releases St. Vincent, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; ToneyKorf Partners LLC; and the corporate successors and assigns of any of them (collectively the "St. Vincent Released Parties") 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 Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Contract Disputes Act, 41 U.S.C. § 7103; or the common law theories of fraud, breach of contract, payment by mistake, and unjust enrichment.

5. Subject to the exception in Paragraph 3, and upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1, Relators, together and individually for themselves and for their respective heirs, successors, attorneys, agents, and assigns, release the St. Vincent Released Parties, together with St. Vincent officers and directors in their capacity as officers and directors for St. Vincent, and counsel in their capacity as attorneys for St. Vincent, from any and all actions in law or in equity, suits, debts, liens, contracts, agreements, covenants, promises, liability, obligations, claims, demands, rights of subrogation, contribution and indemnity, damages, loss, costs or expenses, direct or indirect, of any kind or nature whatsoever (including without limitation any civil monetary claim Relators have on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733), known or unknown, fixed or contingent, foreign, state or federal, under common law, statute or

regulation, liquidated or unliquidated, claimed or concealed, and without regard to the date of occurrence, which Relators ever had, now have, may assert, or may in the future claim to have, against the St. Vincent Released Parties together with St. Vincent officers and directors in their capacity as officers and directors for St. Vincent, and St. Vincent's counsel in their capacity as attorneys for St. Vincent, by reason of any act, cause, matter, or thing whatsoever from the beginning of time to the date hereof. Relators represent and warrant that they and their counsel are the exclusive owner of the rights, claims, and causes of action herein released and none of them have previously assigned, reassigned, or transferred or purported to assign, reassign or transfer, through bankruptcy or by any other means, any portion of any claim, demand, action, cause of action, or other right released or discharged under this Agreement except between themselves and their counsel. Relators represent and warrant that they are not currently aware of any causes of action, claim, or request for relief that could lawfully be brought at this time against the St. Vincent Released Parties, together with St. Vincent officers and directors in their capacity as officers and directors for St. Vincent, and St. Vincent's counsel in their capacity as attorneys for St. Vincent, other than those encompassed within the Covered Conduct or the Civil Action, for which a full release is herein granted.

6. Notwithstanding the releases given in Paragraph 4 of this Agreement, or any other term of this Agreement, the following claims and rights 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 or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;
- 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 of individuals;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due;
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

7. Relators and their respective heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relators' receipt of the Relators' Share, Relators and their heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730 against St. Vincent only, and from any claims to a share of the proceeds of this Agreement.

8. The St. Vincent Released Parties and their counsel in their capacity as attorneys for St. Vincent fully and finally release the Relators, their respective heirs, successors, attorneys,

agents, and assigns, from any and all actions in law or in equity, suits, debts, liens, contracts, agreements, covenants, promises, liability, obligations, claims, demands, rights of subrogation, contribution and indemnity, damages, loss, costs or expenses, direct or indirect, of any kind or nature whatsoever (including but not limited to the Civil Action and the Relators' investigation and prosecution thereof, attorneys' fees, costs, and expenses of every kind and however denominated), known or unknown, fixed or contingent, foreign, state or federal, under common law, statute or regulation, liquidated or unliquidated, claimed or concealed, and without regard to the date of occurrence, which the St. Vincent Released Parties ever had, now have, may assert, or may in the future claim to have, against the Relators or their counsel, by reason of any act, cause, matter, or thing whatsoever from the beginning of time to the date hereof. St. Vincent Released Parties and their counsel represent and warrant that they are not currently aware of any causes of action, claim, or request for relief that could lawfully be brought by the St. Vincent Released Parties and their counsel in their capacity as attorneys for St. Vincent at this time against the Relators or their heirs, successors, attorneys, agents, and assigns.

9. St. Vincent waives and shall not assert any defenses St. Vincent 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.

10. St. Vincent fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that St. Vincent has asserted, could have asserted, or

may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' investigation or prosecution thereof.

11. a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of St. Vincent, and 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(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) St. Vincent's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment St. Vincent makes to the United States pursuant to this Agreement and any payments that St. Vincent may make to Relators, including costs and attorneys' fees,

are unallowable costs for government contracting purposes (hereinafter referred to as "Unallowable Costs").

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by St. Vincent, and St. Vincent shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment:

Within 90 days of the Effective Date of this Agreement, St. Vincent shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by St. Vincent or any of its subsidiaries or affiliates from the United States. St. Vincent agrees that the United States, at a minimum, shall be entitled to recoup from St. Vincent any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine St. Vincent's books and records and to disagree with any calculations submitted by St. Vincent or any of its subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by St. Vincent, or the effect of any such Unallowable Costs on the amount of such payments.

12. St. Vincent agrees to cooperate fully and truthfully with the United States' investigation of entities not released in this Agreement as it relates to the Civil Action. Upon reasonable notice, St. Vincent shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. St. Vincent further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

13. St. Vincent shall file notice of this settlement to the court in its pending bankruptcy action in the Southern District of New York, captioned *In re: Saint Vincent Catholic Medical Centers of New York*, No. 10-11963 (CGM), in the form attached hereto as Exhibit B. Such a notice will be filed no later than ten days after the Effective Date of this Agreement.

14. This Agreement is intended to be for the benefit of the Parties only.

15. Upon receipt of the payment described in Paragraph 1, above, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal with Prejudice of the Civil Action pursuant to Rule 41(a)(1), only as to claims against St. Vincent, in the form attached hereto as Exhibit A.

16. Except as provided in Paragraph 3, above, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

17. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

18. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the District of Maine. 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.

19. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties. Forbearance by the United States from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

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

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

22. This Agreement is binding on St. Vincent's successors, transferees, heirs, and assigns.

23. This Agreement is binding on Relators' successors, transferees, heirs, and assigns.

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

25. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: January 13, 2025 BY: Diana Kay Cieslak
Diana K. Cieslak
Senior Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: January 13, 2025 BY: Evan Ballan
Evan J. Ballan
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: Jan. 13, 2025 BY: Andrew K. Lizotte
Andrew K. Lizotte
Assistant United States Attorney
District of Maine

DATED: Jan. 13, 2025 BY: Sheila W. Sawyer
Sheila W. Sawyer
Assistant United States Attorney
District of Maine

DEFENSE HEALTH AGENCY

DATED: _____ BY: _____
Rhonda L. Bershok
Chief, Acquisition Fraud Remedies
Office of General Counsel
Defense Health Agency

THE UNITED STATES OF AMERICA

DATED: _____ BY: _____
Diana K. Cieslak
Senior Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____ BY: _____
Evan J. Ballan
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____ BY: _____
Andrew K. Lizotte
Assistant United States Attorney
District of Maine

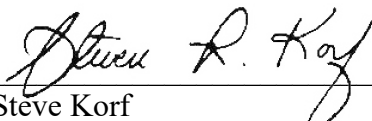
DATED: _____ BY: _____
Sheila W. Sawyer
Assistant United States Attorney
District of Maine

DEFENSE HEALTH AGENCY

DATED: Jan. 12, 2025 BY: _____
BERSHOK.RHONDA
.LYNN.1174450222
Rhonda L. Bershok
Chief, Acquisition Fraud Remedies
Office of General Counsel
Defense Health Agency

Digitally signed by
BERSHOK.RHONDA.LYNN.117445
0222
Date: 2025.01.12 15:17:19 -05'00'

SAINT VINCENTS CATHOLIC MEDICAL CENTERS OF NEW YORK - DEFENDANT

DATED: 01/13/2025 BY: 
Steve Korf
President & Chief Executive Officer
SVC MC, Inc. f/k/a St. Vincents Catholic Medical
Centers of New York

DATED: _____ BY: _____
Brian Dunphy
Counsel for SVC MC, Inc. f/k/a St. Vincents Catholic
Medical Centers of New York

DATED: _____ BY: _____
Jennifer S. Windom
Counsel for SVC MC, Inc. f/k/a St. Vincents Catholic
Medical Centers of New York

SAINT VINCENTS CATHOLIC MEDICAL CENTERS OF NEW YORK - DEFENDANT

DATED: _____ BY: _____

Steve Korf
President & Chief Executive Officer
SVC MC, Inc. f/k/a St. Vincents Catholic Medical
Centers of New York

DATED: 1/13/2025 BY: Brian Dunphy

Brian Dunphy
Counsel for SVC MC, Inc. f/k/a St. Vincents Catholic
Medical Centers of New York

DATED: _____ BY: _____

Jennifer S. Windom
Counsel for SVC MC, Inc. f/k/a St. Vincents Catholic
Medical Centers of New York

SAINT VINCENTS CATHOLIC MEDICAL CENTERS OF NEW YORK - DEFENDANT

DATED: _____ BY: _____

Steve Korf
President & Chief Executive Officer
SVC MC, Inc. f/k/a St. Vincents Catholic Medical
Centers of New York

DATED: _____ BY: _____

Brian Dunphy
Counsel for SVC MC, Inc. f/k/a St. Vincents Catholic
Medical Centers of New York

DATED: 1/13/25 BY: Jennifer S. Windom

Jennifer S. Windom
Counsel for SVC MC, Inc. f/k/a St. Vincents Catholic
Medical Centers of New York

RELATORS

DATED: 1/10/2025 BY: Jane Rollinson
Jane Rollinson

DATED: 1/10/2025 BY: Daniel Gregoric
Daniel Gregoric

DATED: 1/13/25 BY: Amy L. Easton
Amy L. Easton
Jeffrey W. Dickstein
Counsel for Jane Rollinson and Daniel Gregoric

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MAINE**

UNITED STATES OF AMERICA)	
<i>ex rel.</i> JANE ROLLINSON)	
and DANIEL GREGORIE)	
)	Civil Case No.: 2:16-cv-00447-NT
Plaintiffs,)	
)	Judge Lance Walker
v.)	
)	
BRIGHTON MARINE, INC. (f/k/a)	
BRIGHTON MARINE HEALTH)	
CENTER, INC.), CHRISTUS HEALTH)	
(d/b/a CHRISTUS HEALTH SERVICES),)	
THE JOHNS HOPKINS MEDICAL)	
SERVICES CORPORATION, MARTIN’S)	
POINT HEALTH CARE, INC. (d/b/a)	
MARTIN’S POINT HEALTH CARE)	
CENTER), PACMED CLINICS (d/b/a)	
PACIFIC MEDICAL CENTER),)	
SAINT VINCENTS CATHOLIC)	
MEDICAL CENTERS OF NEW YORK,)	
and US FAMILY HEALTH PLAN)	
ALLIANCE, LLC)	
)	
Defendants.)	

JOINT STIPULATION OF DISMISSAL

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii) and the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b)(1), the United States of America, Defendant SVCMC, Inc. f/k/a Saint Vincents Catholic Medical Centers of New York (“St. Vincent” or “SVCMC”), and Relators Jane Rollinson and Daniel Gregorie (“Relators”) (hereafter collectively referred to as “the Parties”), through their undersigned counsel of record, hereby stipulate to the voluntary dismissal of all claims brought against Defendant SVCMC, as outlined below and consistent with the terms of the Settlement Agreement dated January __, 2025, and attached as Exhibit 1 hereto (“Settlement Agreement”).

Specifically, the Parties request the entry of an order dismissing all claims against SVCMC from Relators' August 30, 2016 *qui tam* complaint and the United States' March 12, 2024 Complaint in Intervention ("the Complaints"), as well as Relators' claims against SVCMC for attorney's fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d), with prejudice. The Parties further request that the Court retain jurisdiction over any disputes that may arise regarding the Settlement Agreement or regarding the separate agreement between SVCMC and Relators resolving Relators' claim to attorneys' fees, expenses, and costs from SVCMC under 31 U.S.C. § 3730(d). This dismissal does not address any claims against any other defendants named in the Complaints.

Respectfully submitted,

BRIAN M. BOYNTON
Principal Deputy Assistant Attorney General

CRAIG M. WOLFF
Attorney for the United States
Acting under Authority Conferred by 28 U.S.C. § 515

/s/ Andrew K. Lizotte
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Counsel for the United States

/s/ Amy L. Easton
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Counsel for Relators

/s/ George T. Dilworth

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Oliver Mac Walton, Bar No. 6340
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Rmayrell@kramerlevin.com

Attorneys for SVCMC

CERTIFICATE OF SERVICE

I hereby certify that on this date I electronically filed the proceeding document with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record.

/s/ Andrew K. Lizotte
Andrew K. Lizotte

EXHIBIT B

Anupama Yerramalli
Kevin M. McDonough
Corey A. Calabrese
Amanda R. Kurzydowski
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Counsel to the Post-Effective Date SVCMC

Counsel to the Post-Effective Date SVCMC

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

SAINT VINCENTS CATHOLIC MEDICAL CENTERS
OF NEW YORK, *et al.*,¹

Post-Effective Date Debtor.

Chapter 11

Case No. 10-11963 (CGM)

NOTICE OF FILING OF SETTLEMENT AGREEMENT

PLEASE TAKE NOTICE that, on August 30, 2016, Jane Rollinson and Daniel Gregorie (together, “Relators”) filed a *qui tam* action in the United States District Court for the District of Maine captioned *United States ex rel. Rollinson v. Martin’s Point Health Care Inc., et al.*, No. 2:16-cv-00447-NT, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Civil Action”). The United States, acting through the United States Department of Justice and on behalf of the Defense Health Agency, intervened in the Civil Action on December 13, 2023, and filed a Complaint-in-Intervention on March 12, 2024. That Complaint-in-Intervention named seven defendants, including SVCMC, Inc. f/k/a Saint Vincents Catholic Medical Centers of New York (“St. Vincent” or “SVCMC”).

PLEASE TAKE FURTHER NOTICE that on January __, 2025, the United States, St. Vincent, and Relators (hereafter collectively referred to as “the Parties”) entered into a settlement agreement, attached hereto as **Exhibit A**, to resolve the Civil Action.

¹ The only remaining case is that of Saint Vincents Catholic Medical Centers of New York found at Case No. 10-11963 (CGM) (the “Chapter 11 Case”). The other jointly administered cases have been closed.

LATHAM & WATKINS LLP

Dated: January __, 2025
New York, New York

By: /s/ DRAFT
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Kevin McDonough
Corey Calabrese
Amanda R. Kurzydowski
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-and-

Adam C. Rogoff
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Emails: arogoff@kramerlevin.com

Counsel to the Post-Effective Date SVC MC

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served by electronic mail via the Court's ECF system to all parties authorized to receive electronic notice in this case on January __, 2025.

/s/ *DRAFT*

Anupama Yerramalli

Exhibit A

Settlement Agreement