

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”); Sutter Health (Sutter), a California nonprofit public benefit corporation; Sutter Bay Medical Foundation (SBMF), a California nonprofit public benefit corporation dba Palo Alto Medical Foundation (PAMF), Sutter East Bay Medical Foundation (SEBMF), and Sutter Pacific Medical Foundation (SPMF)¹; Sutter Valley Medical Foundation (SVMF), a California nonprofit public benefit corporation dba Sutter Gould Medical Foundation (SGMF) and Sutter Medical Foundation (SMF)² (SBMF and SVMF will be referred to as the “Affiliates”); and Kathy Ormsby (Relator) (hereafter collectively referred to as the “Parties”), through their authorized representatives.

RECITALS

A. Under the Medicare Advantage program, Medicare beneficiaries who are entitled to benefits under Part A and enrolled under Part B may enroll in Medicare Advantage Plans (MA Plans) that are owned and operated by private Medicare Advantage Organizations (MAOs). The Centers for Medicare & Medicaid Services (CMS) pays MAOs a capitated amount for each beneficiary to provide or cover the cost

¹ SBFMF also does business as PAMF Research Institute, PAMF Surgery Center Mountain View, PAMF Surgery Center Fremont, PAMF Surgery Center Palo Alto, PAMF Surgery Center San Carlos, PAMF Surgery Center San Jose, PAMF Surgery Center Los Altos, and Sutter Walk-In Care. SBFMF, as defined in this Agreement, does not include dba entities of SBFMF other than SPMF, SEBMF and PAMF.

² SVMF also does business as Sutter Walk-In Care, Briggsmore Specialty Center, Sutter Medical Foundation Surgery and Endoscopy Center, Sutter Elk Grove Surgery Center, Stockton Surgery Center, and Sutter North Brownsville Family Practice Center. SVMF, as defined in this Agreement, does not include dba entities of SVMF other than SMF and SGMF.

of all Medicare-covered Part A and Part B benefits (with limited exceptions, such as hospice) to those beneficiaries who enroll in the MAO's plan under the Medicare Advantage Program (also known as Medicare Part C), Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395w-21-1395w-29.

B. CMS adjusts the payments to MA Plans based on certain demographic information, and the health status of each plan beneficiary. To calculate the payment amounts, CMS uses a health-based risk adjustment model that takes into account diagnoses from inpatient hospital stays, outpatient encounters, and physician office visits. The diagnosis codes used in the model are grouped into Hierarchical Condition Categories (HCCs), which are categories of clinically-related medical diagnoses. CMS assigns a relative numerical value to each HCC that correlates with predicted costs of care associated with treating the conditions in the category. In general, the more severe the diagnosis or costly the associated treatment, the higher the risk score. Diagnosis codes submitted by MA Plans materially affect the payments by CMS to MA Plans. CMS makes higher payments to the MA Plan for beneficiaries with higher overall risk scores than for beneficiaries with lower overall risk scores.

C. Sutter is a nonprofit, public benefit health system in California comprised of hospitals, medical foundations, and other medical services entities. Sutter is headquartered in Sacramento, California. Sutter and its Affiliates provide healthcare services in the States of California, Oregon and Hawaii.

D. Sutter contracts with various MAOs to provide health care services to MA Plan enrollees through its Affiliates. As such, Sutter and its Affiliates submit diagnosis codes to MAOs for MA Plan enrollees that they treat. The MAOs, in turn, submit the

diagnosis codes to CMS, which adjusts payments to the MAOs accordingly under the CMS-HCC model.

E. On March 6, 2015, Relator filed a *qui tam* action in the United States District Court for the Northern District of California captioned *United States of America, ex. rel. Kathy Ormsby v. Sutter Health and Palo Alto Medical Foundation*, No. 15-cv-01062 (the Civil Action). Relator alleged that Sutter and PAMF knowingly violated the False Claims Act, 31 U.S.C. §§ 3729-3733 (FCA), by causing the submission of inaccurate and invalid diagnosis data to the Medicare Advantage Program and, as a result, causing the Program to pay false claims. Relator also alleged that Sutter and PAMF violated the FCA by knowingly failing to return or report Medicare overpayments caused by these false claims.

F. On December 4, 2018, the United States intervened in part in the Relator's *qui tam* action. The United States filed its Complaint in Intervention on March 4, 2019 against PAMF and Sutter Health alleging that they violated the FCA by submitting inaccurate information about the health status of PAMF beneficiaries enrolled in Medicare Advantage Plans. The United States alleged that PAMF and Sutter Health knowingly submitted unsupported diagnosis codes for certain patient encounters for PAMF beneficiaries under their care, which inflated the risk scores of these beneficiaries and resulted in improperly inflated payments to Sutter. The United States further alleged that once PAMF and Sutter became aware of these unsupported diagnosis codes, they failed to take sufficient corrective action to identify and delete additional potentially unsupported diagnosis codes.

G. On April 23, 2019, Relator filed her First Amended Complaint, alleging that Sutter Health violated the FCA by inflating the number and severity of Medicare Advantage patient diagnoses for Sutter beneficiaries other than the PAMF beneficiaries, manipulating patient records, ignoring audit “red flags,” and engaging in other misconduct to knowingly increase patient risk scores and obtain Medicare Advantage payments to which they were not entitled.

H. On April 4, 2019, the United States entered into a settlement agreement with Sutter Health, SBMF and SVMF, to resolve the United States’ common law claims under the theories of payment by mistake and unjust enrichment against Sutter for patient encounters at Sutter East Bay Medical Foundation, Sutter Pacific Medical Foundation, Sutter Gould Medical Foundation, and Sutter Medical Foundation in the amount of Thirty Million Dollars (\$30,000,000) based on their submission of certain alleged unsupported risk-adjusting diagnosis codes submitted by those four affiliates (Overpayment Settlement).

I. The United States and Relator contend that Sutter and its Affiliates submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (Medicare).

J. The United States contends that it has certain civil claims against Sutter and PAMF arising from the following conduct for dates of service from January 1, 2010 through and including December 31, 2016: Sutter and PAMF submitted, or caused to be submitted, risk-adjusting diagnosis codes for patient encounters at PAMF. The United States contends that some of these diagnosis codes were unsupported by the medical records and knowingly submitted by Sutter and PAMF, causing CMS to make improperly

inflated payments. The United States further contends that Sutter and PAMF became aware of these unsupported diagnosis codes and failed to take sufficient corrective action to identify and delete additional potentially unsupported diagnosis codes.

K. As set forth more fully in her First Amended Complaint filed on April 23, 2019, Relator contends that she has certain civil claims against Sutter, SEBMF, SPMF, SGMF, and SMF for dates of service from January 1, 2010 through and including December 31, 2016. Relator contends that Sutter submitted or caused to be submitted risk-adjusting diagnosis codes for patient encounters at SEBMF, SPMF, SGMF, and SMF. Relator contends that some of these diagnosis codes were knowingly false, inaccurate and/or unsupported by the medical records and knowingly submitted by Sutter, SEBMF, SPMF, SGMF, and SMF, causing CMS to make improperly inflated payments. Relator further contends that Sutter, SEBMF, SPMF, SGMF, and SMF became aware of these knowingly false, inaccurate and/or unsupported diagnosis codes and failed to take corrective action sufficient to identify and delete additional potentially unsupported diagnosis codes.

L. The conduct described in Paragraphs J and K is referred to below as the “Covered Conduct.”

M. This Settlement Agreement is neither an admission of liability by Sutter or its Affiliates nor a concession by the United States or Relator that their claims are not well founded.

N. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator’s 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 Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. The total settlement amount is Ninety Million Dollars (\$90,000,000), plus applicable accrued interest (Settlement Amount). Thirty Million Dollars (\$30,000,000) of the Settlement Amount has already been paid by Sutter to the United States in connection with the Overpayment Settlement described in Paragraph H, and the Settlement Amount shall be offset by that amount. Interest will accrue only on the Sixty Million Dollars (\$60,000,000) remaining to be paid (Outstanding Settlement Amount), at a rate of 0.875% from December 4, 2020 until the date payment in full is made under this Paragraph. The Settlement Amount shall be treated, and the Outstanding Settlement Amount shall be paid, as follows:

- a. Forty Million Dollars (\$40,000,000), of which Twenty Million Dollars (\$20,000,000) is restitution, plus accrued interest as set forth above, shall resolve the United States' claims set forth in Paragraph J, above.
- b. Fifty Million Dollars (\$50,000,000), of which Forty Million Dollars (\$40,000,000) is restitution, plus accrued interest as set forth above, shall resolve the Relator's claims set forth in Paragraph K, above. The amount due under this Paragraph 1(b) has been offset by the Thirty Million Dollars (\$30,000,000) already paid by Sutter to the United States in connection with the Overpayment Settlement.

- c. The payment(s) of the \$60,000,000 Outstanding Settlement Amount, plus interest as specified in Paragraph 1, shall be made by Sutter and the Affiliates no later than thirty (30) days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Northern District of California. The United States shall provide such instructions no later than the Effective Date of this Agreement.
- d. The Settlement Amount does not include Relator's expenses, attorney's fees and costs pursuant to 31 U.S.C. § 3730(d).

2. Subject to the exceptions in Paragraph 5 (concerning reserved claims) below, and conditioned upon the United States' receipt of the Outstanding Settlement Amount, plus interest due under Paragraph 1, the United States fully and finally releases Sutter and its Affiliates, together with their current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate members; and the corporate successors and assigns of any of them 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; or the common law theories of payment by mistake, unjust enrichment, and fraud.

3. Subject to the exceptions in Paragraph 5 below, and upon the United States' receipt of the Outstanding Settlement Amount, plus interest due under Paragraph 1, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, fully and finally releases Sutter and its Affiliates, together with their current and former parent

corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate members; and the corporate successors and assigns of any of them, from any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

4. In consideration of the obligations of Sutter and its Affiliates in this Agreement and the Corporate Integrity Agreement (CIA) entered into between OIG-HHS and Sutter and its Affiliates, and conditioned upon the United States' receipt of full payment of the Outstanding Settlement Amount, plus interest due under Paragraph 1.a., the OIG-HHS shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Sutter and its Affiliates under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) 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 this paragraph and in Paragraph 5 (concerning reserved claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Sutter and its Affiliates 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 5, below.

5. Notwithstanding the releases given in Paragraphs 2, 3, and 4 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 or enforcement right, 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 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; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

6. Relator and her 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). In connection with this Agreement and the Civil Action, Relator and her heirs, successors, attorneys, agents, and assigns agree that neither this Agreement, any intervention by the United States in the Civil Action in order to dismiss the Civil Action, nor any dismissal of the Civil Action, shall waive or otherwise affect the ability of the United States to

contend that provisions in the False Claims Act, including 31 U.S.C. §§ 3730(d)(3) and 3730(e), bar Relator from sharing in the proceeds of this Agreement. Moreover, the United States and Relator and her heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights pursuant to the False Claims Act on the issue of the share percentage, if any, that Relator should receive of any proceeds of the settlement of her claim(s), and that no agreements concerning Relator's share have been reached to date.

7. Relator, for herself, and for her heirs, successors, attorneys, agents, and assigns, fully and finally releases Sutter and its Affiliates, together with their current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate members; and the corporate successors and assigns of any of them, and their officers, directors, agents, and employees, from any liability to Relator arising from the Covered Conduct. Specifically excluded and reserved from this release are the Relator's rights under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

8. Sutter and its Affiliates waive and shall not assert any defenses Sutter and its Affiliates 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.

9. Sutter and its Affiliates fully and finally release 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 Sutter and its Affiliates have 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 and the United States' investigation or prosecution thereof.

10. Sutter and its Affiliates fully and finally release the Relator and all her heirs, executors, administrators, estates, successors, attorneys, agents, and assigns from any claims or liability (including attorneys' fees, costs, and expenses of every kind and however denominated) that Sutter and its Affiliates have asserted, could have asserted, or may assert in the future against the Relator, arising from the Covered Conduct and the Relator's investigation and prosecution thereof.

11. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any MAO, Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier), or any state payer, related to the Covered Conduct; and Sutter and its Affiliates agree not to resubmit to any MAO, Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agree not to appeal any such denials of claims, and agree to withdraw any such pending appeals.

12. Sutter and its Affiliates agree to the following:

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. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of

Sutter or its Affiliates, their present or former officers, directors, employees, shareholders, affiliates, 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) Sutter and its Affiliates' 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 Sutter and its Affiliates make to the United States pursuant to this Agreement and any payments that Sutter and its Affiliates may make to Relator, including costs and attorneys' fees; and
- (6) the negotiation of, and obligations undertaken pursuant to, the CIA to: (i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and (ii) prepare and submit reports to the OIG-HHS

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs). However, nothing in Paragraph 12.a.(6) that may apply to the obligations undertaken pursuant to

the CIA affects the status of costs that are not allowable based on any other authority applicable to Sutter and its Affiliates.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Sutter and its Affiliates, and Sutter and its Affiliates shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States, any MAO 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 Sutter and its Affiliates or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Sutter and its Affiliates further agree that within 90 days of the Effective Date of this Agreement they shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, MAOs 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 Sutter and/or its Affiliates or any of their 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. Sutter and its Affiliates agree that the United States, at a minimum, shall be entitled to recoup from Sutter and its Affiliates 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 Sutter and its Affiliates or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Sutter and its Affiliates 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 Sutter or its Affiliates' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

13. Sutter and its Affiliates agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement with regard to the Covered Conduct. Upon reasonable notice, Sutter and its Affiliates shall encourage, and agree not to impair, the cooperation of their directors, officers, and employees, and shall use their 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. Sutter and its Affiliates further agree to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in

their possession, custody, or control concerning any investigation of the Covered Conduct that they have undertaken, or that has been performed by another on their behalf.

14. 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 Paragraph 15 (waiver for beneficiaries paragraph), below.

15. Sutter and its Affiliates agree that they waive 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.

16. 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 of the Civil Action pursuant to Rule 41(a)(1). The United States' Complaint in Intervention shall be dismissed with prejudice as to the United States and Relator. The Relator's First Amended Complaint shall be dismissed: (a) with prejudice as to the United States as to the Covered Conduct and otherwise without prejudice; and (b) with prejudice as to the Relator except for claims arising under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and for reasonable expenses or attorneys' fees and costs.

17. With the exception of Relator's right under 31 U.S.C. § 3730 (d) to reasonable expenses, attorneys' fees and costs from the Defendants, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

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

19. 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 Northern District of California. 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.

20. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

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

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

23. This Agreement is binding on Sutter and its Affiliates' successors, transferees, heirs, and assigns.

24. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

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

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

THE UNITED STATES OF AMERICA

DATED: 8/30/21

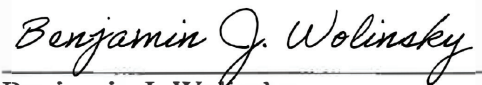
BY:



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Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 8/30/2021

BY:



Benjamin J. Wolinsky
Assistant United States Attorney
Northern District of California

DATED: 8/26/2021

BY:



Lisa M. Re
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

SUTTER HEALTH AND ITS AFFILIATES


DATED: 8/25/2021

BY:



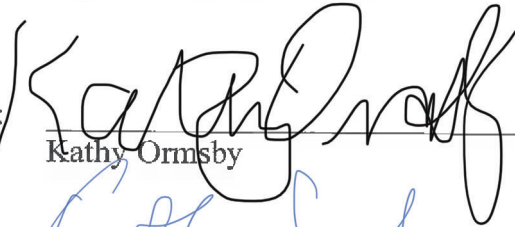
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DATED: 8/25/2021

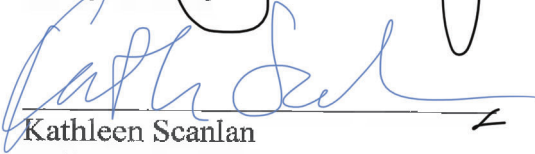
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KATHY ORMSBY – RELATOR

DATED: 8/26/2021

BY: 
Kathy Ormsby

DATED: 8/26/2021

BY: 
Kathleen Scanlan
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Counsel for Kathy Ormsby