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*Attorneys for AppleCare Medical Group, Inc. and
AppleCare Medical Group St. Francis, Inc.*

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

In re

VERITY HEALTH SYSTEM OF
CALIFORNIA, INC., *et al.*,

Debtors and Debtors In Possession.

- ☒ Affects All Debtors
☐ Affects Verity Health System of
California, Inc.
☐ Affects O'Connor Hospital
☐ Affects Saint Louise Regional Hospital
☐ Affects St. Francis Medical Center
☐ Affects St. Vincent Medical Center
☐ Affects Seton Medical Center
☐ Affects O'Connor Hospital Foundation
☐ Affects Saint Louise Regional Hospital
Foundation
☐ Affects St. Francis Medical Center of
Lynwood Foundation
☐ Affects St. Vincent Foundation
☐ Affects St. Vincent Dialysis Center, Inc.
☐ Affects Seton Medical Center Foundation
☐ Affects Verity Business Services
☐ Affects Verity Medical Foundation
☐ Affects Verity Holdings, LLC
☐ Affects De Paul Ventures, LLC
☐ Affects De Paul Ventures - San Jose
Dialysis, LLC

Debtors and Debtors In Possession.

Lead Case No. 2:18-bk-20151-ER

Jointly Administered With:

Case No. 2:18-bk-20162-ER
Case No. 2:18-bk-20163-ER
Case No. 2:18-bk-20164-ER
Case No. 2:18-bk-20165-ER
Case No. 2:18-bk-20167-ER
Case No. 2:18-bk-20168-ER
Case No. 2:18-bk-20169-ER
Case No. 2:18-bk-20171-ER
Case No. 2:18-bk-20172-ER
Case No. 2:18-bk-20173-ER
Case No. 2:18-bk-20175-ER
Case No. 2:18-bk-20176-ER
Case No. 2:18-bk-20178-ER
Case No. 2:18-bk-20179-ER
Case No. 2:18-bk-20180-ER
Case No. 2:18-bk-20181-ER

Chapter 11 Cases

Hon. Ernest M. Robles

**OBJECTION OF APPLECORE MEDICAL
GROUP, INC. AND APPLECORE MEDICAL
GROUP ST. FRANCIS, INC TO DEBTORS'
MOTION FOR ORDER APPROVING FORM OF
ASSET PURCHASE AGREEMENT FOR
STALKING HORSE BIDDER, ETC. [Dkt No.
1279]; DECLARATION OF TRISH BAESEMANN;
EXHIBIT**

HEARING DATE:

Date: April 17, 2019

Time: 10:00 a.m.

Place: Courtroom 1568

255 E. Temple Street, Los Angeles, CA 90012



1820151190412000000000013

AppleCare Medical Group, Inc. (“ACMG”) and AppleCare Medical Group St. Francis, Inc. (“ACMGSF” and together with ACMG, “AppleCare”) hereby object to the assignment of the AppleCare Agreements (as defined below) under the Debtors’ Motion for the Entry of (I) an Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders; (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections; (3) Approving Form of Notice to be Provided to Interested Parties; (4) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder; and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances [Docket No. 1279] (the “Sale Motion”). In particular, AppleCare objects to the assignment of the AppleCare Agreements because the Debtors have failed to provide it with adequate assurance that the Stalking Horse Purchaser (as defined below) can perform under the agreements.

In support of its objection, AppleCare relies on the Declaration of Trish Baesemann (the “Baesemann Decl.”), and further states as follows:

I. BACKGROUND

1. ACMG and ACMGSF are independent physician associations that contract with health plans to serve their members (the “AppleCare Members”) through employed and contracted physicians (“Group Risk Agreements”). (See Baesemann Decl. ¶ 4.) Under the Group Risk Agreements, the health plans pay ACMG and ACMGSF per member capitated rates, which are intended to cover the health care of the plan’s members for non-hospital related services. (*Id.*)

2. St. Francis Medical Center (“SFMC”) has similarly entered into agreements with health plans for it to provide certain hospital services to their members, in exchange for per member capitated rates (“Hospital Risk Agreements” and with the Group Risk Agreements, the “Risk Agreements”). (*Id.* ¶ 5.)

3. Under the Risk Agreements, there are joint financial and clinical obligations that require SFMC, on the one hand, and ACMG or ACMGSF, on the other hand, to

1 coordinate their activities to provide appropriate hospital, ancillary, and professional health
2 care to the health plans' members in an efficient and high quality manner. (*Id.* ¶ 6.) Further,
3 under the Risk Agreements, the health plans have delegated to SFMC the responsibility to
4 establish and administer risk-sharing agreements with ACMG and ACMGSF. (*Id.*)

5 4. In accordance therewith, ACMG and SFMC entered into that certain
6 Healthcare Services Risk Sharing Agreement effective June 1, 2007, as amended from time
7 to time (the "ACMG Risk Sharing Agreement"). (*Id.* ¶ 7.) In addition, SFMC and
8 ACMGSF entered into that certain Healthcare Services Risk Sharing Agreement effective
9 January 1, 2004, as amended from time to time (the "ACMGSF Risk Sharing Agreement,"
10 and together with the ACMG Risk Sharing Agreement, the "Risk Sharing Agreements").¹
11 (*Id.*)

12 5. Under the Risk Sharing Agreements, SFMC is generally responsible for
13 establishing and administering a risk pool into which certain capitation payments are made
14 by the health plans, and out of which are paid the costs of providing hospital and other
15 ancillary services to the AppleCare Members, including certain administrative expenses. (*Id.*
16 ¶ 8.) In addition, SFMC is responsible for accumulating and transmitting encounter data for
17 AppleCare Members to whom it renders services, and for various other reporting obligations.
18 (*Id.*)

19 6. Additionally, AppleCare and SFMC are parties to that certain Ancillary
20 Service Agreement effective February 1, 2000, as amended from time to time (the "Services
21 Agreement" and together with the Risk Sharing Agreements, the "AppleCare Agreements").²
22

23 ¹ The Risk Sharing Agreements contain AppleCare's highly confidential and sensitive commercial
24 information. Accordingly, the parties agreed that the Risk Sharing Agreements will remain
25 confidential. While the Debtors should have copies of the foregoing, other parties in interest may
26 request such copies by written request to the undersigned counsel and upon the entry into either an
27 acceptable confidentiality agreement or the entry of an appropriate protective order. If requested by
28 the Court, AppleCare will provide the Risk Sharing Agreements to it for *in camera* review.

² The Services Agreement contain SFMC's proprietary information. Accordingly, AppleCare agreed
to maintain the confidentiality of the Services Agreement. While the Debtors should have a copy of
the Services Agreement, other parties in interest may request such copies by written request to the
undersigned counsel and upon the entry into either an acceptable confidentiality agreement or the
entry of an appropriate protective order. If requested by the Court, AppleCare will provide the
Services Agreement to it for *in camera* review.

1 (*Id.* ¶ 9.) Under the Services Agreement, SFMC provides certain covered services to the
2 AppleCare Members (the “Covered Services”), in exchange for certain fees. (*Id.*) Pursuant
3 to the Services Agreement, SFMC agreed to be appropriately licensed and accredited to
4 provide the Covered Services; to appropriately keep and provide access to medical records;
5 and to participate in and comply with applicable utilization management, quality assurance,
6 and risk management programs. (*Id.*)

7 **C. Bankruptcy Filing**

8 7. On August 31, 2018 (the “Petition Date”), the Debtors filed voluntary petitions
9 in this Court under Chapter 11.

10 8. On February 19, 2019, the Court entered the Order (1) Approving Form Of
11 Asset Purchase Agreement For Stalking Horse Bidder And For Prospective Overbidders, (2)
12 Approving Auction Sale Format, Bidding Procedures And Stalking Horse Bid Protections,
13 (3) Approving Form Of Notice To Be Provided To Interested Parties, (4) Scheduling A
14 Court Hearing To Consider Approval Of The Sale To The Highest Bidder And (5)
15 Approving Procedures Related To The Assumption Of Certain Executory Contracts And
16 Unexpired Leases; And (II) An Order (A) Authorizing The Sale Of Property Free And Clear
17 Of All Claims, Liens And Encumbrances [Docket No. 1572].

18 9. The Sale Motion named Strategic Global Management, Inc. as the Stalking
19 Horse Purchaser (the “Stalking Horse Purchaser”).

20 10. On March 5, 2019, the Debtors filed the Notice to Counterparties to Executory
21 Contracts and Unexpired Leases of the Debtors That May Be Assumed and Assigned
22 [Docket No. 1704] (the “Cure Notice”), which identifies contracts that could potentially be
23 assumed and assigned pursuant to the Bidding Procedures Order (the “Potential Assumed
24 Contracts”).

25 11. The Debtors listed the Risk Sharing Agreements and the Services Agreement³
26 among the Potential Assumed Contracts.

27
28 ³ The Services Agreement was mislabeled as a contract of St. Vincent Medical Center. [Docket No. 1704, at p. 8.]

12. On April 4, 2019, the Debtors filed a Notice That No Auction Shall Be Held [Docket No. 2053], pursuant to which they stated that the Stalking Horse Purchaser is the prevailing bidder and that no auction will be held.

II. OBJECTION

13. AppleCare hereby submits this objection to the Sale Motion because the Debtors have not provided AppleCare with adequate assurance of future performance that the Stalking Horse Purchaser can perform the core, material obligations of the AppleCare Agreements.

14. Section 365(f) of the Bankruptcy Code provides that a trustee may assign an executory contract, provided that the trustee assumes the contract and that adequate assurance of future performance by the assignee is provided, whether or not the contract is in default. *See* 11 U.S.C. § 365(f)(2)(B). Such adequate assurance of future performance is appropriate “in light of section 365(k), which provides that assignment relieves the trustee and the estate from any liability for breaches occurring after assignment.” 3 *Collier on Bankruptcy* ¶ 365.09[1] (Richard Levin & Henry J. Sommer eds., 16th ed. 2018).

15. “The assignee need not provide adequate assurance of all details of the contract or lease, only of material and economically significant contract terms. A contract term is material if it was integral to the bargained-for exchange and is economically significant if performance is required to give the contract counterparty the full benefit of the bargain.” *Id.* at ¶ 365.09[2]; *see In re Fleming Cos.*, 499 F.3d 300, 304-08 (3d Cir. 2007) (denying assignment of grocery supply contract because essential term of contract, supply from specified location, could not be fulfilled by potential assignee).

16. A court will look at several factors in determining adequate assurance of future performance: “the financial ability to perform the contract; the general economic climate; the existence of a guarantee; the reputation of the party seeking to assume responsibility for the contract; and past dealings between the parties.” *In re Res. Tech. Corp.*, 624 F.3d 376, 383 (7th Cir. 2010) (citations omitted). In *Resource Technology*, the court explained that, as used in § 365(f)(2)(B), “‘adequate’ is a term of art and simply means assurances that are

1 commercially reasonable under the particular circumstances of the case. This is a
2 commonsense, case-specific inquiry, and § 365(f)(2)(B) is given a practical, pragmatic
3 construction.” *Id.* (citation omitted; quotation marks omitted.)

4 17. The Debtors have failed to provide AppleCare with any information to
5 establish that the Stalking Horse Purchaser can perform under the AppleCare Agreements.
6 There has been no information concerning the Stalking Horse Purchaser’s financial
7 wherewithal or operational systems to administer the risk pools, capture and transmit the
8 member encounter data, or provide the other core reporting functions required under the Risk
9 Sharing Agreements. Nor has any information been provided about the Stalking Horse
10 Purchaser’s ability to perform the Covered Services, its accreditation and licensing, and its
11 administrative and operational capabilities to maintain medical records and to comply with
12 the applicable utilization management, quality assurance, and risk management programs.

13 18. In light of the sensitive financial and clinical functions that SFMC performs
14 under the AppleCare Agreements, AppleCare requires that any prevailing bidder provide it
15 with the due diligence information listed in Exhibit A (the “Diligence Items”) to allow
16 AppleCare to assess the bidder’s ability to perform under the AppleCare Agreements.

17 19. Unless and until the Diligence Items are provided by the Stalking Horse
18 Purchaser to AppleCare and it is established that such information provides AppleCare with
19 adequate assurance of future performance, this Court should deny the assignment of the
20 AppleCare Agreements.

21 22 **III. CONCLUSION**

23 For the foregoing reasons, AppleCare respectfully requests that the Court enter an
24 order (i) denying the assignment of the AppleCare Agreements under § 365, unless and until,
25 (a) the Debtor and the Stalking Horse Purchaser provide AppleCare with the Diligence
26 Items, and (b) such diligence materials demonstrate that the prevailing bidder will be able to

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28 ///

1 perform under the AppleCare Agreements; and (ii) granting such further relief as the Court
2 deems appropriate.

3 DATED: April 12, 2019

LAW OFFICE OF SUSAN I. MONTGOMERY

6 By: /s/ Susan I. Montgomery
7 Susan I. Montgomery
8 *Attorneys for AppleCare Medical Group, Inc. and*
AppleCare Medical Group St. Francis, Inc.

DECLARATION OF TRISH BAESEMANN IN SUPPORT OF OBJECTION

I, TRISH BAESEMANN, declare as follows:

1. I am employed by AppleCare Medical Management, LLC, an affiliate of AppleCare Medical Group, Inc. ("ACMG") and AppleCare Medical Group St. Francis, Inc. ("ACMGSF") and together with ACMG, ("AppleCare"), as President.

2. I submit this declaration in support of AppleCare's Objection to Debtors' Motion for the Entry of (I) an Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders; (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections; (3) Approving Form of Notice to be Provided to Interested Parties; (4) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder; and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances (the "Objection").

3. I make this declaration based on my personal knowledge and my personal knowledge of the books and records of AppleCare, and would competently testify thereof under oath if requested to do so.

4. ACMG and ACMGSF are independent physician associations that contract with health plans to serve their members (the "AppleCare Members") through employed and contracted physicians ("Group Risk Agreements"). Under the Group Risk Agreements, the health plans pay ACMG and ACMGSF per member capitated rates, which are intended to cover the health care of the plan's members for non-hospital related services.

5. St. Francis Medical Center ("SFMC") has similarly entered into agreements with health plans for it to provide certain hospital services to their members, in exchange for per member capitated rates ("Hospital Risk Agreements") and with the Group Risk Agreements, the "Risk Agreements").

6. Under the Risk Agreements, there are joint financial and clinical obligations that require SFMC, on the one hand, and ACMG or ACMGSF, on the other hand, to

1 coordinate their activities to provide appropriate hospital, ancillary, and professional health
2 care to the health plans' members in an efficient and high quality manner. Further, under the
3 Risk Agreements, the health plans have delegated to SFMC the responsibility to establish
4 and administer risk-sharing agreements with ACMG and ACMGSF.

5 7. In accordance therewith, ACMG and SFMC entered into that certain
6 Healthcare Services Risk Sharing Agreement effective June 1, 2007, as amended from time
7 to time (the "ACMG Risk Sharing Agreement"). In addition, SFMC and ACMGSF entered
8 into that certain Healthcare Services Risk Sharing Agreement effective January 1, 2004, as
9 amended from time to time (the "ACMGSF Risk Sharing Agreement," and together with the
10 ACMG Risk Sharing Agreement, the "Risk Sharing Agreements").¹

11 8. Under the Risk Sharing Agreements, SFMC is generally responsible for
12 establishing and administering a risk pool into which certain capitation payments are made
13 by the health plans, and out of which are paid the costs of providing hospital and other
14 ancillary services to the AppleCare Members, including certain administrative expenses. In
15 addition, SFMC is responsible for accumulating and transmitting encounter data for
16 AppleCare Members to whom it renders services, and for various other reporting obligations.

17 9. Additionally, AppleCare and SFMC are parties to that certain Ancillary
18 Service Agreement effective February 1, 2000, as amended from time to time (the "Services
19 Agreement" and together with the Risk Sharing Agreements, the "AppleCare Agreements").²
20 Under the Services Agreement, SFMC provides certain covered services to the AppleCare
21 Members (the "Covered Services"), in exchange for certain fees. Pursuant to the Services
22

23 ¹ The Risk Sharing Agreements contain AppleCare's highly confidential and sensitive commercial
24 information. Accordingly, the parties agreed that the Risk Sharing Agreements will remain
25 confidential. While the Debtors should have copies of the foregoing, other parties in interest may
26 request such copies by written request to the undersigned counsel and upon the entry into either an
27 acceptable confidentiality agreement or the entry of an appropriate protective order. If requested by
28 the Court, AppleCare will provide the Risk Sharing Agreements to it for *in camera* review.

² The Services Agreement contain SFMC's proprietary information. Accordingly, AppleCare agreed
to maintain the confidentiality of the Services Agreement. While the Debtors should have a copy of
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undersigned counsel and upon the entry into either an acceptable confidentiality agreement or the
entry of an appropriate protective order. If requested by the Court, AppleCare will provide the
Services Agreement to it for *in camera* review.

1 Agreement, SFMC agreed to be appropriately licensed and accredited to provide the Covered
2 Services; to appropriately keep and provide access to medical records; and to participate in
3 and comply with applicable utilization management, quality assurance, and risk management
4 programs.

5
6 I declare under penalty of perjury that the foregoing is true and correct and that this
7 declaration was executed this 9th of April, 2019, at La Palma, California.


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9 TRISH BAESEMANN
10 President
11 AppleCare Medical Management, LLC
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Exhibit A

Exhibit A

EXHIBIT A

Provide the following performance metrics across their hospital system, by hospital, and identify any Disproportionate Share Facilities.

- Joint Commission status
- Centers of Excellence/Clinical program offerings
- H-CAHPS survey results
- Hospital mortality rates
- Core measure performance (sepsis, pneumonia, CHF, MI, surgical infections)
- Patient satisfaction results
- Length of stay by payor
- Hospital payer mix, including % managed care
- % hospital discharges before noon
- Readmission rates across products
- % of time at hospital capacity
- ER throughput time
- % of time on ER diversion
- % of admissions through the ER
- % of on-time OR starts
- Surgical complications, and sentinel events
- Turnaround time on radiology studies
- Specialized clinical designations (stroke center, STEMI center, etc) and associated performance criteria
- C-section rates
- Outpatient observation vs. inpatient rates
- Nosocomial infection and complication rates
- Closed services (i.e. closed ICU)
- Differentiation of services between weekdays and weekends
- Specialty services available (colorectal surgery, hepatobiliary surgery, neurosurgery, CT surgery, TAVR, endoscopic ultrasound)
- Number and specialty of employed physicians

Audited financial statements by hospital, if available, and otherwise audited financial statements at the system level.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
1925 Century Park East, Suite 2000, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled (*specify*): **OBJECTION OF APPECARE MEDICAL GROUP, INC. AND APPECARE MEDICAL GROUP ST. FRANCIS, INC TO DEBTORS' MOTION FOR ORDER APPROVING FORM OF ASSET PURCHASE AGREEMENT FOR STALKING HORSE BIDDER, ETC. [Dkt No. 1279]; DECLARATION OF TRISH BAESEMANN; EXHIBIT** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **April 12, 2019**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Melinda Alonzo ml7829@att.com
- Robert N Amkraut ramkraut@foxrothschild.com
- Kyra E Andrassy kandrassy@swelawfirm.com, lgarrett@swelawfirm.com;gcruz@swelawfirm.com;jchung@swelawfirm.com
- Simon Aron saron@wrslawyers.com

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **April 12, 2019**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **April 12, 2019**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

The Honorable Ernest M. Robles [By Federal Express]
United States Bankruptcy Court
255 E. Temple Street, Suite 1560
Los Angeles, CA 90012

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

April 12, 2019

Date

Susan I. Montgomery

Printed Name

/s/ Susan I. Montgomery

Signature

CONTINUED SERVICE PAGE

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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

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