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Attorneys for Debtors
and Debtors in Possession

**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.

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

**STIPULATION BETWEEN ST. FRANCIS MEDICAL
CENTER AND OMNICARE MEDICAL GROUP FOR
RESOLUTION OF CURE AMOUNT**

[RELATED TO DOCKET NOS. 1279, 2131, 1836]

No Hearing Date/Time

☒ 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 ASC, LLC

Debtors and Debtors In Possession.



1 This Stipulation is made and entered into as of the later of the dates beneath each Party's
2 signature below by and between St. Francis Medical Center ("Hospital") and OmniCare Medical
3 Group ("Group"), with reference to the following facts and recitals. Hospital and Group are referred
4 to collectively hereinafter as the "Parties," and individually as a "Party."

5 RECITALS

6 1. Hospital filed a voluntary petition under chapter 11 of title 11 of the United States
7 Code, 11 U.S.C. §§ 101, *et seq.*, as amended (the "Bankruptcy Code")¹ on August 31, 2018 (the
8 "Petition Date"). Hospital is one of the affiliated chapter 11 debtors and debtors in possession
9 (collectively, the "Debtors"), in the above-captioned jointly-administered Chapter 11 case, Case No.
10 2:18-bk-20165-ER ("Chapter 11 Case").

11 2. Hospital and Group are parties to that certain *Healthcare Services Risk Sharing*
12 *Agreement* dated as of January 1, 2005 (as amended and supplemented from time to time, the
13 "Agreement"). Pursuant to the Agreement, Group coordinates and manages the efficient and high
14 quality utilization of Hospital Services (as defined in the Agreement) delivered by the Hospital to
15 patient Members (as defined in the Agreement) of the Group in exchange for compensation payable
16 at the times and in the amounts set forth in the Agreement.

17 3. On January 17, 2019, certain of the Debtors filed the *Motion for the Entry of (I) An*
18 *Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for*
19 *Prospective Overbidders to Use, et seq.* [Docket No. 1279] (the "SGM Sale Motion") to sell (the
20 "Sale") to Strategic Global Management, Inc. ("Buyer") substantially all of their assets, and to
21 assign certain executory contracts and unexpired leases identified by Buyer, pursuant to that certain
22 *Asset Purchase Agreement* dated as of January 8, 2019 ("APA"). Under the APA, Buyer is
23 responsible for the payment of cure costs associated with any unexpired leases or executory
24 contracts designated for assignment to Buyer. *See* APA at § 1.1(a)(iv).

25 4. On March 5, 2019, the Debtors filed a notice [Docket No. 1704] listing the various
26 agreements that may potentially be assumed and assigned in connection with the Sale. The Debtors

27
28 ¹ All references to "§" herein are to the Bankruptcy Code, unless otherwise noted. All references to "Bankruptcy
Rules" are to provisions of the Federal Rules of Bankruptcy Procedure. All references to "LBR" are to provisions of the
Local Bankruptcy Rules of the United States Bankruptcy Court for the Central District of California.

1 filed a supplemental notice [Docket No. 1836] on March 18, 2019 (the “Supplemental Cure
2 Notice”), and a second supplemental notice [Docket No. 2065] on April 5, 2019, each listing
3 additional agreements for potential assumption and assignment in connection with the Sale.

4 5. On April 11, 2019, the Debtors filed the *Notice of Executory Contracts and*
5 *Unexpired Leases Designated by Strategic Global Management, Inc. for Assumption and*
6 *Assignment* [Docket No. 2131] (the “Designation Notice”), identifying certain agreements
7 designated by Buyer for assumption and assignment. The Debtors filed a supplemental list [Docket
8 No. 2441] on May 24, 2019, and a second supplemental list [Docket No. 2959] on August 28, 2019,
9 each identifying additional agreements designated by Buyer for assumption and assignment.

10 6. The Buyer has currently designated the Agreement for assumption by Hospital and
11 assignment to Buyer as of the Closing Date under the APA. *See* Designation Notice, at Exhibit A,
12 Part 3, Line 892.

13 7. Under the Supplemental Cure Notice, the amounts due in cure of and compensation
14 for defaults under the Agreement remained subject to determination.

15 8. Certain counterparties to the designated agreements filed objections (collectively, the
16 “SGM Cure Objections”) to the notices concerning assumption and assignment. *See* Docket Nos.
17 1788, 1804, 1819, 1830, 1849, 1850, 1852, 1853, 1856-1858, 1863, 1866, 1869, 1870, 1873-1877,
18 1881, 1882, 1885, 1890-1892, 1904, 1926, 1930, 1933, 1940, 1946, 1948, 1949, 1953, 1954, 1965,
19 2058, 2066, 2108, 2113, 2144, 2146, 2148, 2150, 2157, 2161, 2162.

20 9. On April 4, 2019, the Debtors filed a notice [Docket No. 2053] that no auction would
21 be held and that the stalking horse bid submitted by Buyer was the winning bid.

22 10. On April 17, 2019, the Bankruptcy Court held a hearing to approve the Sale pursuant
23 to the SGM Sale Motion. At the hearing, the Bankruptcy Court considered certain SGM Cure
24 Objections, and certain other objections (the “SGM Sale Objections”) and withdrawals thereof. *See*
25 Docket Nos. 1397, 1352, 1358, 1364, 2130, 2145, 2147, 2155, 2156, 2164, 2168. The Bankruptcy
26 Court overruled the SGM Sale Objections and continued the hearings to consider the SGM Cure
27 Objections.

28 ///

11. On May 2, 2019, the Bankruptcy Court entered an order [Docket No. 2306] granting the SGM Sale Motion and approving the Sale (the “Sale Order”).

12. The Debtors are currently in the process of resolving the SGM Cure Objections. This Stipulation reflects the terms and conditions under which the Parties have agreed to amend the Supplemental Cure Notice and thereby fix the cure costs payable in connection with the potential assumption and assignment of the Agreement.

13. The Parties believe that the assignment of the Agreement to Buyer is vital to maximize the value of the Sale for the benefit of the Hospital in its Chapter 11 Case. Accordingly, the Parties desire specify the terms and conditions for the potential assumption and assignment of the Agreement to the Buyer under § 365, as modified by *Assumption and Assignment Agreement* (the “Amendment”), attached as Exhibit 1 to this Stipulation.

14. The Amendment specifies the method and manner for a consensual cure of defaults under the Agreement and further provides for a release of other claims under the Agreement (*i.e.*, there are no other cure obligations due in connection with the contemplated assumption and assignment of the Agreement). As set forth in the Amendment, nothing in the Amendment is intended to or shall be construed to (a) obligate Buyer to designate the Agreement for assignment to Buyer, or (b) bind Buyer to satisfaction of the Cash Payment (as defined in the Amendment) as a condition to assignment of the Agreement.

STIPULATION

In consideration of the terms and conditions set forth in this Stipulation, the Parties hereby agree that:

1. Upon approval by the Bankruptcy Court of this Stipulation, (i) the “TBD” amount identified in the Supplemental Cure Notice as the cure amount associated with the Agreement shall be superseded by the Cash Payment under (and as defined in) the Amendment, (ii) Group shall be deemed to consent to the assumption by Hospital and the assignment to Buyer of the Agreement, as modified by the Amendment, under Section 365(a) of the Bankruptcy Code, and (iii) the Parties shall be authorized to implement the Amendment according to its terms and conditions.

2. The effectiveness of the Amendment, except as specified in Section 2(d) of the

1 Amendment, remains subject to the Buyer's right to exclude the Agreement as a Designated
2 Contract under (and as defined in) the Sale Order.

3
4 Dated: September 11, 2019

PACHULSKI STANG ZIEHL & JONES LLP

5 /s/ Shirley S. Cho

6 Name: Shirley S. Cho

7 *Co-Counsel for the Debtors and Debtors in Possession*

8
9 Dated: September 10, 2019

10 
11 Name: Seema Kamal

12 *Counsel for OmniCare Medical Group*

EXHIBIT 1

Assumption and Assignment Agreement dated as of August 13, 2019

ASSUMPTION AND ASSIGNMENT AGREEMENT

This *Assumption and Assignment Agreement* ("Amendment") is made and entered into as of the later of the dates beneath each Party's signature below ("Execution Date"), by and between St. Francis Medical Center ("Hospital") and OmniCare Medical Group, Inc. ("Group"), with reference to the following facts and recitals. Hospital and Group are referred to collectively hereinafter as the "Parties," and individually as a "Party."

RECITALS

Hospital is a debtor in possession in a Chapter 11 case ("Chapter 11 Case") commenced on August 31, 2018 ("Petition Date"). The Chapter 11 Case is presently pending in the United States Bankruptcy Court for the Central District of California ("Bankruptcy Court") and is being jointly administered with other Chapter 11 cases of affiliates of Hospital under Case No. 2:18-bk-20151-ER.

Hospital and Group are parties to that certain *Healthcare Services Risk Sharing Agreement* dated as of January 1, 2005 (as amended and supplemented from time to time, the "Agreement"). Unless otherwise defined herein, a capitalized term used in this Amendment shall have the meaning set forth in the Agreement. Pursuant to the Agreement, Group coordinates and manages the efficient and high quality utilization of Hospital Services delivered by the Hospital to patient Members of the Group in exchange for compensation payable at the times and in the amounts set forth in the Agreement.

Hospital filed a motion in the Chapter 11 Case on January 17, 2019, to sell ("Sale") to Strategic Global Management, Inc. ("Buyer") substantially all of its assets, and to assign certain executory contracts and unexpired leases identified by Buyer, pursuant to that certain *Asset Purchase Agreement* dated as of January 8, 2019 ("APA").

Buyer has designated the Agreement for potential assumption by Hospital and assignment to Buyer as of the Closing Date under the APA. Under the APA, Buyer is responsible for the payment of Cure Costs (as defined in the APA) associated with any designated unexpired leases or executory contracts.

Hospital filed a supplemental notice in the Chapter 11 Case on March 18, 2019 ("Notice"), under which the Cure Costs payable under the Agreement remained subject to determination.

The assignment of the Agreement to Buyer is vital to maximize the value of the Sale for the benefit of the Hospital in its Chapter 11 Case. Accordingly, the Parties desire to specify the terms and conditions for the potential assumption and assignment of the Agreement, as modified by this Amendment, under Section 365 of the Bankruptcy Code.

In consideration of the mutual covenants, conditions and provisions set forth below, and each Party intending to be legally bound, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

For purposes of this Amendment, all capitalized terms used herein and not otherwise defined shall have the meanings set forth below:

"2018 Pool" means the Risk Pool related to the Calculation Period ended December 31, 2018.

"2019 Pool" means the Risk Pool related to the Calculation Period ended December 31, 2019.

"Bankruptcy Code" means Title 11 of the United States Code.

"Bankruptcy Expenses" means any Risk Pool Expenses, whether for Outside Provider Claims or for any other expenses for which Hospital is responsible under the Agreement, incurred by Hospital prior to the Petition Date and attributable to Risk Pools for any Calculation Periods ending prior to December 31, 2019, whether or not such expenses have been paid or unpaid by Hospital, are allowed or disallowed in the Chapter 11 Case, or are entitled to a distribution in the Chapter 11 Case.

"Cash Payment" means the sum of the 2017 Pool Payment and the 2018 Pool Payment.

"Closing Date" has the meaning set forth in the APA.

"Sale Order" means the *Order (A) Authorizing the Sale of Certain of the Debtors' Assets to Strategic Global Management, Inc., et seq.*, entered by the Bankruptcy Court in the Chapter 11 Case on May 2, 2019.

2. EFFECTIVENESS OF AMENDMENT

(a) Resolution of Cure Costs. Following the Execution Date, Hospital will file a stipulation (or other motion) with the Bankruptcy Court to approve the revision to the Notice pursuant to this Amendment. Each of the Parties will use its reasonable efforts to support the entry by the Bankruptcy Court of an order authorizing their respective performance under this Amendment ("Resolution Order"). Upon entry of the Resolution Order, (i) the "TBD" amount identified in the Notice as the Cure Costs associated with the Agreement shall be superseded by Cash Payment pursuant to this Amendment, and (ii) Group shall be deemed to consent to the assumption by Hospital and the assignment to Buyer of the Agreement, as modified by this Amendment, under Section 365(a) of the Bankruptcy Code.

(b) Buyer Election. Group acknowledges that Buyer retains the ability under the APA to evaluate prior to the Closing Date the assumption and assignment, or rejection, of executory contracts and unexpired leases of Hospital. Nothing in this Amendment is intended to or shall be construed to obligate Buyer to designate the Agreement for assignment to Buyer. The Parties acknowledge that the purpose of this Amendment is to (a) enable Buyer to make an informed decision whether to undertake Hospital's obligations under the Agreement, as modified by this Amendment, and (b) identify the Cure Costs payable in the event the Agreement is a Designated Contract (as defined in the Sale Order), provided that, nothing in this Amendment is intended to or shall be construed to bind Buyer to satisfaction of the Cash Payment as a condition to assignment of the Agreement and Buyer and Group may negotiate a mutually acceptable change to the amount or timing of the Cash Payment.

(c) Bankruptcy Court Approval. Unless Buyer shall exercise its rights under the Sale Order to exclude the Agreement as a Designated Contract at least seven days prior to the Closing Date, the Sale Order shall, as of Closing Date, authorize the assumption by Hospital and the assignment to Buyer of the Agreement, as modified by this Amendment, pursuant to Section 365 of the Bankruptcy Code ("Approval Date").

(d) Effectiveness. This Amendment shall become effective on the Approval Date (the "Effective Date"). Except for the provisions of Sections 2(a) and 2(b) of this Amendment, in the event that the Effective Date does not occur, for any reason (i) this Amendment shall be deemed null and void and the Parties shall be relieved and released from any obligation hereunder, and (ii) nothing contained in this Amendment shall be construed to alter or affect either Party's rights or remedies in the Chapter 11 Case.

3. RISK AGREEMENT

(a) Cure – Cash Payment. Subject to the occurrence of the Effective Date, Hospital shall provide the following treatment to Group in full and final settlement and satisfaction of all amounts due in cure of, and compensation for pecuniary loss resulting from, any defaults under the Agreement through the Effective Date:

- (1) Final Compensation for Services through December 31, 2017. The amount due from Hospital to Group on account of services rendered by Group pursuant to the Agreement for all periods through December 31, 2017, shall be \$544,238 ("2017 Pool Payment").
- (2) Final Compensation for Services through December 31, 2018. The amount due from Hospital to Group on account of services rendered by Group pursuant to the Agreement for all periods through December 31, 2018, shall be \$1,000,000 ("2018 Pool Payment").
- (3) Treatment of Bankruptcy Expenses. Group acknowledges and agrees that any Bankruptcy Expenses shall be treated as Risk Pool Expenses that may be debited at 100% of the face amount of such expenses for purposes of the calculation of any Risk Pool surplus or deficit under Section 4 of the Agreement.
- (4) Risk Pool Final Settlement. Group acknowledges and agrees that the Cash Payment constitutes full and final compensation to Group for all services rendered through December 31, 2018, and any other amounts due or reimbursable to Group under the Agreement (including attorney's fees and other costs and expenses) through December 31, 2018, and that no further credits, debits, disputes, audits, discrepancies, reconciliations or any other adjustments shall be made to any Risk Pools for any Calculation Periods ending prior to December 31, 2018, each of which shall be deemed finally and irrevocably closed.
- (5) Payment. The Cash Payment shall be paid by Hospital (or Buyer) to Group within five (5) business days following the Closing. Payment of the Cash Payment will be made by check payable to Group, delivered by FedEx, or other overnight delivery service, to: [Insert].

(b) Cure – Adequate Assurance. Subject to the occurrence of the Effective Date, Hospital shall provide the following further assurances of cure, and compensation for pecuniary loss resulting from, any defaults under the Agreement through the Effective Date:

- (1) Buyer Assumption. Buyer shall assume the obligation to pay any outstanding amounts due for compensation to Group on account of services rendered pursuant to the Agreement for the period from January 1, 2019, through December 31, 2019.
- (2) 2019 Pool IBNR Carryforward. The Parties agree that the IBNR Reserve for the 2019 Pool shall not include any Bankruptcy Expenses.

(c) Future Performance. Subject to the occurrence of the Effective Date, Group shall be deemed to agree that Buyer has provided adequate assurance of future performance under the Agreement and that Buyer otherwise meets the requirements under Section 365(f)(2) of the Bankruptcy Code applicable to Group.

4. [RESERVED]

- (a) [Reserved].
- (b) [Reserved].

5. RELEASE

(a) Mutual Release. Except for the Cash Payment, the Parties mutually release each other and each of their respective predecessors, successors, corporate parents, subsidiaries, affiliates, present or former trustees, directors, officers, attorneys, agents and employees from any and all claims, suits, damages, liabilities, costs, losses, interest, or expenses of any kind or nature whatsoever, which have arisen or could arise under the Agreement with respect to any and all Risk Pools for any Calculation Period ending prior to December 31, 2018. Each Party hereby waives and releases any and all rights under Section 1542 of the California Civil Code, which provides as follows: "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, would have materially affected his or her settlement with the debtor or releasing party."

(b) Scope of Release. The release pursuant to Section 5(a) of this Agreement shall not be construed to alter or effect the computation of compensation due to Group under the Agreement for any services rendered on and after January 1, 2019, insofar as such compensation may be calculated with reference to Risk Pool Revenues or Risk Pool Expenses attributable to periods before such date

(c) Withdrawal of Proofs of Claim. Upon the Effective Date, any proofs of claim filed by Group in the Chapter 11 Case related to or arising under the Agreement shall be deemed withdrawn with prejudice, without necessity of any further filings or amendments.

6. GENERAL

(a) This Amendment may be executed in counterparts and copies may be used instead of originals. The executed counterparts shall be construed as and constitute one document.

(b) This Amendment is the final and entire agreement of Hospital and Group regarding the subject matter herein, and supersedes all previous oral and written understandings, negotiations, term sheets, and agreements on the subject matter herein. This Amendment may only be modified by a written amendment signed by an authorized signatory of each Party.

(c) Except as modified hereby, the remainder of the Agreement shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Execution Date.

Hospital

Group



Authorized Signature



Authorized Signature

Anita Chou, Chief Financial Officer

Printed Name and Title

Christian Rico, M.D.

Print Name and Title

8/13/19

Date

Date

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:
10100 Santa Monica Boulevard, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled (*specify*): **STIPULATION BETWEEN ST. FRANCIS MEDICAL CENTER AND OMNICARE MEDICAL GROUP FOR RESOLUTION OF CURE AMOUNT** 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*) **September 11, 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:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **September 11, 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*) **September 11, 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.

VIA OVERNIGHT DELIVERY

Honorable Ernest M. Robles
U.S. Bankruptcy Court
255 E. Temple Street
Suite 1560 / Courtroom 1568
Los Angeles, CA 90012

VIA EMAIL

Seema Kamal skamal@altamed.org

☐ Service information continued on attached page

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

September 11, 2019 Nancy H. Brown
Date Printed Name

/s/ Nancy H. Brown
Signature

MAILING INFORMATION FOR CASE NO. 2:18-bk-20151-ER

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)

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