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AppleCare Medical Management LLC*

**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

**APPLECARE MEDICAL GROUP, INC.,
APPLECARE MEDICAL GROUP, ST.
FRANCIS INC., AND APPLECARE
MEDICAL MANAGEMENT LLC'S
MOTION FOR ALLOWANCE OF AN
ADMINISTRATIVE EXPENSE CLAIM**

HEARING

Date: TBD

Time: TBD

Place: 255 E. Temple St., Los Angeles,
California 90012, Courtroom 1568



Creditors and parties in interest, AppleCare Medical Group, Inc. (“ACMG”); AppleCare Medical Group, St. Francis Inc. (“ACMGSF”); and AppleCare Medical Management, LLC (“ACMM” and together with ACMG and ACMGSF, “AppleCare”) hereby move for the allowance of an administrative expense claim pursuant to 11 U.S.C. § 503(b) in the amount of \$16,921,705 against St. Francis Medical Center (“SFMC”) for post-petition amounts owed under the terms of the healthcare services risk sharing agreements and capitation agreements between AppleCare and SFMC. Given the ongoing nature of AppleCare’s business relationship with SFMC and the time by which AppleCare can contractually identify additional amounts owed to it, AppleCare reserves the right to supplement this motion and/or further liquidate these amounts as additional post-petition amounts owed under the applicable contracts.

In support of its Motion for Allowance of an Administrative Expense Claim, AppleCare states as follows:

I. JURISDICTION, VENUE, AND STATUTORY PREDICATES

1. The Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and may be determined by this Court.

2. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408-1409. The statutory basis for the relief requested herein is 11 U.S.C. § 503(b).

II. BACKGROUND

A. The AppleCare Agreements

3. ACMG and ACMGSF are independent physician associations that contract with

1 health plans to serve their members through employed and contracted physicians (“Group Risk
2 Agreements”). Under the Group Risk Agreements, the health plans pay ACMG and ACMGSF
3 per member capitated rates, which are intended to cover the health care of the plan’s members
4 for non-hospital related services.
5

6 4. SFMC similarly has entered into agreements with health plans for it to provide
7 certain hospital services to their members, in exchange for per member capitated rates
8 (“Hospital Risk Agreements” and with the Group Risk Agreements, the “Risk Agreements”).
9

10 5. Under the Risk Agreements, there are joint financial and clinical obligations that
11 require SFMC, on the one hand, and ACMG or ACMGSF, on the other hand, to coordinate
12 their activities to provide appropriate hospital, ancillary, and professional health care to the
13 health plans’ members in an efficient and high quality manner. Further, under the Risk
14 Agreements, the health plans have delegated to SFMC the responsibility of establishing and
15 administering Group Risk Agreements with ACMG and ACMGSF.
16

17 6. In accordance therewith, SFMC and ACMGSF entered into that certain
18 Healthcare Services Risk Sharing Agreement effective January 1, 2004, as amended from time
19 to time (the “ACMGSF Risk Sharing Agreement”). In addition, SFMC and ACMG entered
20 into that certain Healthcare Services Risk Sharing Agreement effective June 1, 2007, as
21 amended from time to time (the “ACMG Risk Sharing Agreement” and together with the
22 ACMGSF Risk Sharing Agreement, the “Risk Sharing Agreements”).¹
23
24

25 ¹ The Risk Sharing Agreements contain ACMG and ACMGSF’s highly confidential and sensitive
26 commercial information. Accordingly, the parties agreed that the Risk Sharing Agreements will
27 remain confidential. While the Debtors should have copies of the foregoing, other parties in interest
28 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, ACMG and ACMGSF will provide the Risk Sharing Agreements to it for *in camera*
review.

1 7. Under the Risk Sharing Agreements, SFMC is generally responsible for
2 establishing and administering a risk pool into which certain capitation payments are made by
3 the health plans, and out of which are paid the costs of providing hospital and other ancillary
4 services to members, including certain administrative expenses. In addition, SFMC is
5 responsible for accumulating and transmitting encounter data for AppleCare members to
6 whom it renders services, and for various other reporting obligations. ACMG and ACMGSF
7 are generally responsible, under the Risk Sharing Agreements, for providing services related
8 to, among other things, (i) utilization management, (ii) discharge planning, (iii) authorizations
9 and referrals, (iv) case management, (v) claim appeals and denials, and (iv) pre-admission
10 certification, admission management, and transfer management.

13 8. ACMG and ACMGSF are compensated under the Risk Sharing Agreements
14 through a share of the surplus of the risk pool, which is measured annually, as well as twenty
15 (20) percent of the CMS Risk Adjustment Sweep Revenue² (the balance of which is revenue
16 included in the risk pool). A portion of ACMG and ACMGSF's share of the risk pool is paid
17 through interim settlements throughout the course of the current year, with a final settlement
18 to occur approximately eighteen months following the close of such year. For example, the
19 final settlement for 2019 will occur during the first half of 2021, and it would be approximately
20 thirteen months from the closing of the asset sale to finalize the 2020 settlement. In addition,
21 the final CMS Risk Adjustment Sweep Revenue would not be known until the summer of
22 2021.

28 ² Capitalized terms not defined herein shall have the meaning ascribed to them in the Risk Sharing Agreements and/or the Management Agreement.

1 9. To assist with administering the pools under the Risk Sharing Agreements,
2 SFMC entered into that certain Capitation Management Agreement with ACMM effective
3 August 1, 2010, as amended from time to time (the “Management Agreement” and together
4 with the Risk Sharing Agreements, the “Agreements”). Under the Management Agreement,
5 ACMM performs a number of services for SFMC, including services relating to eligibility,
6 claims adjudication, accounting, and information technology. In exchange for these services,
7 SFMC pays ACMM a percentage of its monthly capitation revenue and reimburses ACMM
8 for certain costs and expenses.
9
10

11 **B. Bankruptcy Action**

12 10. On August 31, 2018 (the “Petition Date”), SFMC and its affiliated debtors filed
13 voluntary petitions in this Court under Chapter 11.
14

15 11. As noted above, under the Risk Sharing Agreements, there is an approximately
16 eighteen-month lag in reaching a final settlement of the risk pools. The final settlement for
17 2018 is complete; however, for 2019 and 2020, the amounts due to AppleCare on a post-
18 petition basis can only be estimated based on the following:
19

- 20 a. for 2019, starting with the current 2019 risk pool surplus and the eight
21 months of runout of claim payments that have already been completed,
22 and deducting a conservative estimate of additional pool expenses by
23 extrapolating from the runout, claim trends, and historical claim
24 payments;
25
26
27
28

- b. for 2020, starting with the current 2020 risk pool surplus, *plus* projected revenues through the closing of the SFMC asset sale, *less* a conservative estimate of projected pool expenses based on historical claim payments;
- c. for both years making estimated adjustments for costs advanced by AppleCare; and
- d. for the twenty percent of the CMS Risk Adjustment Sweep Revenue that would be received by SFMC in July 2020 and in the summer of 2021, estimating based on historical data.

12. AppleCare’s best conservative estimate, as of August 5, 2020, is that SFMC owes AppleCare in the aggregate \$15,173,976 (the “Risk Sharing Settlement Amount”) under the Risk Sharing Agreements on a post-petition basis. (*Id.* ¶ 14.) The Risk Sharing Settlement Amount for each post-petition calendar year is as follows:

Agreement	Year	Estimated Post-Petition Amount Due to AppleCare (as of 8/5/20)
Risk Sharing Agreements	2018 (pro rata for 9/1/18 – 12/31/18)	\$904,272
	2019	\$2,879,025
	2020	\$9,030,884
	20% of the CMS Risk Adjustment Sweep Revenue	\$1,232,383
	<i>Total</i>	\$15,173,976

(*Id.*)

1 13. In addition, SFMC owes ACMM an estimated amount of \$1,747,729 (the
2 “Management Agreement Fees”) for post-petition services provided under the Management
3 Agreement, which is based on the estimated management fees for July and August 2020, as
4 well as the fees for ACMM’s runout administration of claims based on a three-times multiple
5 of the last month prior to the termination of the Agreements (all of which assumes the asset
6 sale will close in August 2020), and the management fee associated with the estimated final
7 CMS Risk Adjustment Sweep Revenue.
8

9
10 14. In total, SFMC owes \$16,921,705 to AppleCare for the cost of actual and
11 estimated services provided under the Agreements on a post-petition basis.

12 **III. RELIEF REQUESTED**

13
14 15. AppleCare is entitled to an administrative expense claim under § 503(b) in the
15 amount of \$16,921,705 for post-petition amounts owed under the terms of the Agreements.

16 16. Section 503(b)(1)(A) of the Bankruptcy Code provides, in pertinent part, that
17 “[a]fter notice and a hearing, there shall be allowed administrative expenses . . . including. . .
18 the actual, necessary costs and expenses of preserving the estate.”
19

20 17. “[T]o be deemed an administrative expense under the ‘actual and necessary’
21 rubric in § 503(b)(1)(A), two requirements must be met under Ninth Circuit case law
22 requirements: the claim must have arisen from a transaction with the debtor in possession and
23 must directly and substantially benefit the estate.” *In re 800Ideas.com, Inc.*, 496 B.R. 165,
24 175 (B.A.P. 9th Cir. 2013) (quoting *Abercrombie v. Hayden Corp. (In re Abercrombie)*, 139
25 F.3d 755, 757 (9th Cir. 1998)).
26
27
28

1 18. Here, AppleCare easily satisfies this two-prong test. The Risk Sharing
2 Settlement Amount and the Management Agreement Fees arise from post-petition transactions
3 between SFMC and AppleCare. During the post-petition period, SFMC continued to benefit
4 from the various services provided by AppleCare under the Agreements, but has not yet paid
5 for them. Specifically, under the Risk Sharing Agreements, SFMC will owe AppleCare its
6 share of the remaining surplus for the post-petition risk pools. Similarly, under the
7 Management Agreement, the Management Agreement Fees are directly correlated to the post-
8 petition services provided by ACMM in administering the risk pool funds.
9

10
11 19. As for the second prong, SFMC's estate benefited from the continued services
12 provided by AppleCare under the Agreements during the post-petition period. These services
13 were necessary and beneficial to SFMC's businesses and the preservation of the value of the
14 estate. As discussed above, SFMC has benefited from ACMG and ACMGSF's services in
15 coordinating and managing members' utilization of health care services. Indeed, as is the case
16 with AppleCare, SFMC realized a share of the surplus from the post-petition risk pool. In
17 addition, SFMC benefited from ACMM's administration of the risk pool funds and related
18 services.
19

20
21 20. Therefore, AppleCare is entitled to an administrative expense claim under 11
22 U.S.C. § 503(b) in the aggregate amount of \$16,921,705 for the actual and estimated amounts
23 owed under the Agreements, as may be further supplemented and liquidated in accordance
24 with the foregoing reservation of rights as AppleCare completes the settlements of the 2019
25 and 2020 risk pools, and is able to generate actual invoices for management fees.
26
27
28

1 **IV. CONCLUSION**

2 WHEREFORE, AppleCare respectfully requests that the Court enter an order
3 approving an administrative expense claim against SFMC in the current aggregate amount of
4 \$16,921,705, as may be supplemented and further liquidated, and granting such other and
5 further relief as the Court deems just and proper.
6

7 DATED: August 5, 2020

LAW OFFICE OF SUSAN I. MONTGOMERY

8 By /s/ Susan I. Montgomery
9 SUSAN I. MONTGOMERY

10 -and-

11 By /s/ Eric S. Goldstein
12 ERIC S. GOLDSTEIN (admitted *pro hac vice*)

13 *Attorneys for AppleCare Medical Group, Inc.;*
14 *AppleCare Medical Group, St. Francis Inc.;*
15 *AppleCare Medical Management LLC*
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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:
1100 Glendon Ave, 15th Floor, Los Angeles, CA 90024

A true and correct copy of the foregoing document entitled (*specify*): **APPLECARE MEDICAL GROUP, INC., APPLECARE MEDICAL GROUP, ST. FRANCIS INC., AND APPLECARE MEDICAL MANAGEMENT LLC'S MOTION FOR ALLOWANCE OF AN ADMINISTRATIVE EXPENSE CLAIM**

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*) **August 5, 2020**, 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:

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- Simon Aron saron@wrslawyers.com

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) , 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*) **July 29, 2020**, 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.

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

August 5, 2020
Date

Susan I Montgomery
Printed Name

/s/ Susan I. Montgomery
Signature

CONTINUED SERVICE PAGE

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