

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into on the date last signed below by the Iowa Department of Human Services ("DHS"), and Iowa Health System, d/b/a UnityPoint Health and any of UnityPoint Health's affiliates, including but in no way limited to Blank Health Providers, Family Health Center, Iowa Health Physicians, Trimark Physicians Group, North Central Iowa Mental Health, Allen Memorial Hospital Corp., Central Iowa Hospital Corp., Northwest Iowa Hospital Corp., St. Luke's Jones Regional Medical Center, The Finley Hospital, Trinity Medical Center, Trinity Regional Medical Center, and Unity Healthcare (collectively, "Provider"). DHS and Provider each is referred to herein as a "Party" and together are referred to as the "Parties."

RECITALS

Provider was eligible for and obtained funding from the federal government for Electronic Health Records incentives, which were distributed by the Iowa Medicaid program ("Iowa Medicaid EHR Incentives").

The Iowa Medicaid program initiated an audit of such distributions of Iowa Medicaid EHR Incentives and such audit has preliminarily found overpayments were made to Provider. Provider asserts that such overpayments occurred because Iowa Medicaid failed to properly verify and calculate amounts owed to Provider and provided incorrect program information to Provider. DHS contests these assertions.

The Parties are entering into this Settlement Agreement and Release for mutual convenience and in their mutual best interests.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Settlement Agreement and Release, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

1. It is in the best interests of each Party to this Settlement Agreement and Release for the Parties to share, in part and with limitations set forth herein, Provider's liability for returning the overpayment amounts related to Iowa Medicaid EHR Incentives. The Parties agree that the audit findings did not indicate any intentional misconduct by Provider and the scope of the audit did not consider whether or not Provider was properly entitled to a payment under the Iowa Medicaid EHR Incentive program, and the Parties agree that Provider met the requirements of the Iowa Medicaid EHR Incentive program.

2. Provider agrees that it will pay to DHS fifty percent (50%) of the value of all final overpayment findings related to Iowa Medicaid EHR Incentives, in accordance with the letter of demand for overpayment issued at the close of the audit for each Provider entity following all reasonable appeals up to a maximum of \$2,000,000.

3. Conditioned upon timely payment of fifty percent (50%) of the final overpayment amount, the State of Iowa, Iowa Medicaid, and DHS agree to release Provider from any civil or administrative monetary claim for recovery of the overpayment for the Iowa Medicaid EHR Incentives.

4. All Parties deny any wrongdoing and liability to the other. The Parties are settling for

economic reasons, to buy peace, and to avoid the time, cost, and uncertainties of contesting the matter. This is a no-fault settlement. It is hereby further and specifically understood and agreed that neither this Settlement Agreement and Release, its terms, its delivery, nor its acceptance shall be deemed or construed as an admission of liability or wrongdoing by any Party hereto, and each Party hereby expressly denies any liability or wrongdoing of any nature whatsoever arising from or related to the subject of this Settlement Agreement and Release.

5. The Parties acknowledge that this Settlement Agreement and Release is a public record under chapter 22 of the Iowa Code and that it is available for public inspection and copying.

6. All Parties are executing this Settlement Agreement and Release solely in reliance upon their own knowledge, belief and judgment and not upon any representations made by the other Party or others on its behalf.

7. Each Party represents to the other that:

- a. It has read this Settlement Agreement and Release;
- b. It understands this Settlement Agreement and Release;
- c. It has freely and voluntarily signed this Settlement Agreement and Release;
- d. It is relying solely upon its own judgment and, if applicable, the advice of its own independent and independently chosen counsel in executing this Settlement Agreement and Release;
- e. It has not relied upon any representation or statement of the other Party, any employee or agent of any such Party, or counsel for the other Party in executing this Settlement Agreement and Release; and
- f. It is aware that it or its attorneys may hereafter discover facts different from or in addition to the facts that it or its attorneys now know or believe to be true with respect to the Contract, but that its intention is to fully and finally release each person or entity released by it herein from any and all manner of liabilities and claims which have arisen, are now arising, or may in the future arise in connection with or in any way related to the Contract.

8. If any term of this Settlement Agreement and Release is for any reason invalid or unenforceable, the rest of the Settlement Agreement and Release remains fully valid and enforceable. The Parties agree that this Settlement Agreement and Release constitutes and contains the entire agreement between them concerning the Iowa Medicaid EHR Incentives, and that there are no other written or oral agreements, understandings, or arrangements between the Parties relating to the Iowa Medicaid EHR Incentives. Each Party represents and warrants that no other person or entity has any interest in the claims and other matters subject to this Settlement Agreement and Release, and that it has not assigned, transferred, conveyed, or otherwise disposed of any claims or other matters released by it herein to any other person or entity.

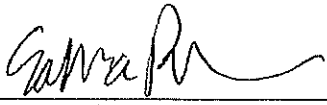
9. The terms and provisions of this Settlement Agreement and Release shall be construed in accordance with the laws of the State of Iowa, without giving effect to the conflicts of laws provisions thereof. Any and all litigation or actions commenced in connection with this Settlement Agreement and Release shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. However, if jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability that may be available to DHS or the State of Iowa.

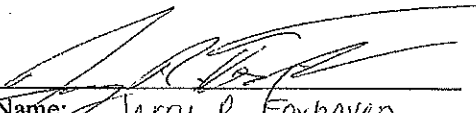
10. All of the terms, provisions, and conditions of the Settlement Agreement and Release shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.

11. This Settlement Agreement and Release shall be effective on the last date signed below.

Provider

**Iowa Department of Human Services,
Iowa Medicaid Enterprise**

Signed: 
Printed Name: Subra Rosenber
Title: VP, Gov & External Affairs
Date: 4/24/2018

Signed: 
Printed Name: Jerry R. Foxhoven
Title: Director
Date: 4-25-18

From: Rosener, Sabra K. <Sabra.Rosener@unitypoint.org>
Sent: Tuesday, October 02, 2018 4:55 PM
To: Stier, Mikki
Subject: Fwd: UnityPoint Health Cost Report Request Definitions - SECURE
Attachments: message.html

You've received an encrypted message from Sabra.Rosener@unitypoint.org To view your message Save and open the attachment (message.html), and follow the instructions.
Sign in using the following email address: mstier@dhs.state.ia.us

This email message and its attachments are for the sole use of the intended recipient or recipients and may contain confidential information. If you have received this email in error, please notify the sender and delete this message.

[cid:fa8d8cb7-b96f-4569-bad5-17632fe047a5] Message encryption by Microsoft Office 365

From: Stier, Mikki
Sent: Tuesday, October 02, 2018 3:30 PM
To: Rosener, Sabra K.
Subject: Follow up

Sometime ago we spoke about us potentially getting a copy of your email retention policy once it was finalized. I am just checking in to see if it was finalized and if we could get a copy.

Thank you,
Mikki Stier
Deputy Director - Department of Human Services 5th Floor, Hoover State Office Building
1305 East Walnut Street
Des Moines, Iowa 50319-0114
office: 515-725-4168
cell: 515-782-9665
mstier@dhs.state.ia.us<<mailto:mstier@dhs.state.ia.us>>

[DHS_LogoNoWords_Esignature_Sm]

Subject: Canceled: ACHE of Iowa Board Meeting
Location: call 1-888-585-9008 898-292-316#

Start: Wed 10/10/2018 12:00 PM
End: Wed 10/10/2018 1:00 PM
Show Time As: Free

Recurrence: (none)

Organizer: Ahlers, Timothy J.

Importance: High

Access # 1-888-585-9008
Conf Rm # 898-292-316#

PIN (Tom) 

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11/11/11