

October 16, 2020

Via E-Mail

Sharon Anderson  
County Counsel  
County of Contra Costa  
1025 Escobar Street, 3rd floor  
Martinez, CA 94553  
sharon.anderson@cc.cccounty.us

Re: *Waiver of Conflict* – Sutter Health, Sutter Bay Hospitals dba  
Alta Bates Summit Medical Center, Sutter Bay Hospitals  
dba Sutter Delta Medical Center, and Sutter Valley Hospitals  
dba Sutter Solano Medical Center

Dear Ms. Anderson:

We have been requested to advise the County of Contra Costa (“County”) and its Contra Costa Health Plan (“CCHP”) in regard to a provider appeal and arbitration concerning various disputed claims raised by Sutter Health, Sutter Bay Hospitals dba Alta Bates Summit Medical Center, Sutter Bay Hospitals dba Sutter Delta Medical Center, and Sutter Valley Hospitals dba Sutter Solano Medical Center (collectively “Sutter Health”). As we discussed with the Health Agency and Catherine Beller of your office, the firm represents Sutter Health in various unrelated matters. In particular, we represent a group of private and public hospitals that includes Sutter Health hospitals in a group Medicare appeal, which is neither adverse to nor involved with the County.

In connection with our requested representation of the County in the above-described matter (“CCHP Matter”), we recognize there is a potential conflict of interest between the County on one side, and Sutter Health on the other side. The parties may consent to waive the conflict. By this letter, we are requesting that you consent to waive any objection based on this conflict of interest, and consent to our continued representation of Sutter Health in unrelated matters.

Rule 1.7(a)-(d) of the Rules of Professional Conduct of the State Bar of California reads as follows:

AUSTIN  
BOSTON  
CHICAGO  
DALLAS  
DENVER

DETROIT  
HOUSTON  
JACKSONVILLE  
LOS ANGELES  
MADISON

MEXICO CITY  
MIAMI  
MILWAUKEE  
NEW YORK  
ORLANDO

SACRAMENTO  
SAN DIEGO  
SAN FRANCISCO  
SILICON VALLEY  
TALLAHASSEE

TAMPA  
WASHINGTON, D.C.  
BRUSSELS  
TOKYO

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**Rule 1.7 Conflict of Interest: Current Clients**

(a) A lawyer shall not, without informed written consent\* from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.

(b) A lawyer shall not, without informed written consent\* from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person,\* or by the lawyer's own interests.

(c) Even when a significant risk requiring a lawyer to comply with paragraph (b) is not present, a lawyer shall not represent a client without written\* disclosure of the relationship to the client and compliance with paragraph (d) where:

- (1) the lawyer has, or knows\* that another lawyer in the lawyer's firm\* has, a legal, business, financial, professional, or personal relationship with or responsibility to a party or witness in the same matter; or
- (2) the lawyer knows\* or reasonably should know\* that another party's lawyer is a spouse, parent, child, or sibling of the lawyer, lives with the lawyer, is a client of the lawyer or another lawyer in the lawyer's firm,\* or has an intimate personal relationship with the lawyer.

(d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), and (c), and:

- (1) the lawyer reasonably believes\* that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) the representation is not prohibited by law; and
- (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

It is in accordance with Rule 1.7, as set forth above, that we are requesting your informed and written consent to our representation of the County in the CCHP Matter, and to our continued representation of Sutter Health in matters unrelated to the County. Sutter Health has provided a reciprocal advance waiver to enable our representation of the County in the CCHP Matter.



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As part of your giving consent, we have agreed that, in the course of our representation of Sutter Health, we would not be accessing any confidential information from the files or other confidential information or materials in the possession of the firm as a result of its representation of the County.

If this meets with your approval, we ask that an authorized County representative execute this letter in the space provided below and return it via email.

Your cooperation in this matter is appreciated. Thank you so much.

Very truly yours,

FOLEY & LARDNER LLP

Diane Ung

The undersigned acknowledges receipt and understanding of this letter and gives informed consent to legal representation by Foley & Lardner LLP of the County of Contra Costa, and of Sutter Health, on the terms described above.

AGREED AND ACCEPTED:

COUNTY OF CONTRA COSTA

By:

\_\_\_\_\_  
(Title)

(Date)

cc: Catherine Beller (Catherine.Beller@cc.cccounty.us)  
Patrick Godley (Patrick.Godley@cchealth.org)