

6,690 patients whose names and data were believed to be on the laptop but who were not revealed to be on the laptop by Accretive. North Memorial sent letters to these patients to notify them of the data breach.

49. It is not known whether Fairview took steps to corroborate the information provided to it by Accretive about the nature, scope, and extent of the lost data as it relates to Fairview patients. Fairview has not informed the Attorney General's Office of any such steps, and it is not presently known whether data about additional Fairview patients not disclosed to it by Accretive may have been on the laptop.

50. In its 2010 Annual Report, Accretive states: "Data and information regarding our customers' patients is encrypted when transmitted over the internet or traveling off-site on portable media such as laptops or backup tapes." This was not the case with the stolen laptop.

51. Accretive agreed with both Fairview and North Memorial that it would not use or disclose protected health information in violation of HIPAA or HITECH and that it would use "appropriate safeguards" to prevent the misuse or disclosure of protected health information. It also agreed to keep all protected health information "strictly confidential" and require all of its employees and subcontractors and agents to maintain confidentiality of protected health information as required by HIPAA and HITECH. It further agreed to develop, implement, maintain and use appropriate administrative, technical and physical safeguards to preserve the integrity, confidentiality and availability of protected health information and to prevent non-permitted or violating use or

disclosure of protected health information, as required by 45 C.F.R. Part 164. Accretive Health violated these provisions.

52. Upon information and belief, Accretive failed to adequately keep track of the information on the laptop; thus, when the laptop was stolen, Accretive did not know the identity of all the individuals whose data was exposed.

53. Accretive's contracts indicate that cost savings "will depend on the manner and extent to which [the hospital] elects to utilize the 'Shared Services Blended Shore Centers of Excellence'...."

54. Accretive operates a shared service center in New Delhi, India. The New Delhi service center carries out functions at the same time for multiple hospitals. Accretive recently told Wall Street investors that it wanted to increase the use of these shared service centers. It is unknown at the present time whether Accretive exported any data about Fairview or North Memorial patients out-of-state or overseas or whether any such data is encrypted.

4. Accretive Has Tried to Conceal Its Role and Identity With Patients and Has Not Followed Minnesota Debt Collection Laws.

55. Even though Accretive amasses so much private data about patients, it goes to great length to conceal its activities, going so far as to "infuse" employees into hospitals and engage in a recycled payroll system. As a result, it would be difficult for a patient to understand or even be aware of the role of Accretive in their lives.

56. Fairview and North Memorial are both registered with the Minnesota Attorney General's Office as charitable organizations under Chapter 309 of the

Minnesota statutes, and they are both recognized as 501(c)(3) nonprofit organizations under the Internal Revenue Code. They both file IRS Form 990, Return of Organization Exempt from Income Tax, with the Minnesota Attorney General's Office. Part VII, Section B of Form 990 requires an organization to disclose the five highest compensated independent contractors that received more than \$100,000 of compensation for services, whether professional or other services, from the organization in the particular year. Neither Fairview nor North Memorial disclose their payments to Accretive on their Form 990s. Thus, a patient or regulatory agency could not read the Form 990 to identify the nature of Accretive's role as it relates to their treatment or payment for that treatment.

57. Upon information and belief, the hospitals' patient admission and medical authorization forms do not identify Accretive by name or disclose the scope and breadth of information that is shared with it. Upon information and belief, patients are not aware that Accretive is developing analytical scores to rate the complexity of their medical condition, the likelihood they will be admitted to a hospital, their "frailty," or the likelihood that they will be able to pay for services, among other things.

58. As noted above, Accretive became licensed with the Minnesota Department of Commerce as a debt collection agency on January 20, 2011, listing "Medical Financial Solutions" as an assumed name.

59. Minnesota law requires a debt collection agency, when initially contacting a Minnesota debtor by mail, to include a disclosure on the notice stating: "This collection agency is licensed by the Minnesota Department of Commerce." Minn. Stat. § 332.37(21) (2010). In addition, the Minnesota debt collection laws make it unlawful

for a collection agency to violate any provision of the federal Fair Debt Collection Practices Act while attempting to collect on an account. Minn. Stat. § 332.37(12) (2010). The federal Fair Debt Collection Practices Act at 15 U.S.C. § 1692e(11) makes the following conduct unlawful:

The failure to disclose in the initial written communication with the consumer and, in addition, if the initial communication with the consumer is oral, in that initial oral communication, that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose, and the failure to disclose in subsequent communications that the communication is from a debt collector,

60. In some cases, debt collection letters sent by Accretive to Fairview patients have gone so far as to say, “We are now reaching the point where your account may be turned over to a collection agency”—without disclosing that Accretive *is* itself a debt collection agency attempting to collect a debt.

61. Although Accretive just entered the Minnesota market, it already has been sued on a number of occasions in Minnesota by patients who allege that it failed to give the required disclosures identifying itself as a debt collection agency.

62. Minnesota law requires licensed debt collection agencies to register with the State of Minnesota all individuals employed by the agency who perform the duties of a “collector” under Minn. Stat. Ch. 332. According to the Minnesota Department of Commerce, Accretive lists Steve Walters as its sole individual collector with the Minnesota Department of Commerce. Accretive does not, however, identify the other employees who act as “collectors” in Minnesota, according to the Department of Commerce.

COUNT I: VIOLATIONS OF HIPAA

63. Plaintiff restates and realleges all prior paragraphs of this Complaint.

64. Accretive is business associate¹ of both Fairview and North Memorial as defined in HIPAA. *See, e.g.*, 45 C.F.R. § 160.103. Because HITECH Section 13401 (42 U.S.C. § 17931) provides that 45 C.F.R. §§ 164.308, .310, .312 and .316 apply to a business associate of a covered entity in the same manner as they would to a covered entity, Accretive is thus subject to the security provisions contained within HIPAA as well as applicable civil and criminal penalties.

65. Accretive violated HIPAA by failing to comply with the standards, requirements, and implementation specifications as set forth in HIPAA, including the following:

a. Accretive failed to implement policies and procedures to prevent, detect, contain, and correct security violations in violation of 45 C.F.R. § 164.308(a)(1).

b. Accretive failed to implement policies and procedures to ensure that all members of its workforce have appropriate access to electronic protected health information and to prevent those workforce members who do not have authorized access from obtaining access to electronic protected health information in violation of 45 C.F.R. § 164.308(a)(3-4).

c. Accretive failed to effectively train all members of its workforce, including agents and independent contractors involved in the data breach, on the policies and procedures with respect to protected health information as necessary and appropriate for the members of its workforce to carry out their functions and to maintain security of protected health information in violation of 45 C.F.R. § 164.308(a)(5).

¹ A business associate is an entity that performs or assists in the performance of activities that involve the use or disclosure of individually identifiable health information or other regulated functions on behalf of a covered entity, but is not a member of the covered entity's workforce. 45 C.F.R. § 160.103.

d. Accretive failed to identify and respond to suspected or known security incidents and to mitigate, to the extent practicable, harmful effects of security incidents that were known to them in violation of 45 C.F.R. § 164.308(a)(6).

e. Accretive failed to implement policies and procedures to limit physical access to its electronic information systems in violation of 45 C.F.R. § 164.310(a)(1).

f. Accretive failed to implement policies governing the receipt and removal of hardware and electronic media that contain electronic protected health information into and out of a facility, and the movement of these items within the facility in violation of 45 C.F.R. § 164.310(d)(1).

g. Accretive failed to implement technical policies and procedures for electronic information systems that maintain electronic protected health information to allow access only to those persons or software programs that have been granted access rights in violation of 45 C.F.R. § 164.312(a)(1).

h. Accretive failed to implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications, or other requirements of Part 164, Subpart C in violation of 45 C.F.R. § 164.316.

66. The Attorney General has reason to believe that the interests of Minnesota residents are threatened and have been adversely affected by the above violations.

COUNT II: VIOLATIONS OF THE MINNESOTA HEALTH RECORDS ACT

67. Plaintiff restates and realleges all prior paragraphs of this Complaint.

68. The Minnesota Health Records Act, Minn. Stat. § 144.291 *et seq.*, applies to the release of health records in Minnesota. It prohibits providers or any *person who receives health records from a provider*, from releasing health records unless there is:

(1) a signed and dated consent from the patient or the patient's legally authorized representative authorizing the release; (2) specific authorization in law; or (3) a representation from the provider that holds a signed and dated consent from the patient authorizing the release.

Minn. Stat. § 144.293, subd. 2 (2010) (emphasis added). The patient's consent is valid for one year unless a different time period is specified in the consent or is provided by law. *Id.*, subd. 4.

69. Accretive unlawfully released the health records of at least 23,531 Minnesota patients on or about July 25, 2011, when an Accretive employee left those patients' health records in a car, in an unencrypted laptop, and that laptop was stolen.

70. Even if Fairview and North Memorial had consent from patients to release medical information to Accretive, Accretive had an obligation to secure the patients' health records from further release. Minn. Stat. § 144.293, subd. 2.

71. The State of Minnesota seeks to enjoin Accretive from further violations of Minn. Stat. § 144.291 *et seq.*

COUNT III: VIOLATIONS OF MINNESOTA DEBT COLLECTION LAWS

72. Plaintiff restates and realleges all prior paragraphs of this Complaint.

73. Minnesota law contains the following definition of "collection agency":

"Collection agency" means and includes any person engaged in the business of collection for others any account, bill or other indebtedness except as hereinafter provided. It includes persons who furnish collection systems carrying a name which simulates the name of a collection agency and who supply forms or form letters to be used by the creditor, even though such forms direct the debtor to make payments directly to the creditor rather than to such fictitious agency.

Minn. Stat. § 332.31, subd. 3 (2010).

74. Accretive is a "collection agency" under Minnesota law. It became licensed with the Minnesota Department of Commerce as a debt collection agency on January 20, 2011, listing "Medical Financial Solutions" as an assumed name.

75. Minn. Stat. § 332.37 (2010) provides that no agency or collector shall:

(21) when initially contacting a Minnesota debtor by mail, fail to include a disclosure on the contact notice, in a type size or font which is equal to or larger than the largest other type of type size or font used in the text of the notice. The disclosure must state: “This collection agency is licensed by the Minnesota Department of Commerce.”

76. Accretive sent debt collection notices to Minnesota patients that do not comply with Minn. Stat. § 332.37 (2010).

77. Minn. Stat. § 332.33, subd. 5a (2010) provides that “[a] licensed collection agency, on behalf of an individual collector, must register with the state all individuals in the collection agency’s employ who are performing the duties of a collector as defined in sections 332.31 to 332.45” of the Minnesota statutes. Minn. Stat. § 332.33, subd. 1 (2010) also requires a person acting under the authority of a collection agency, as a collector, to first register with the Minnesota Commissioner of Commerce.

78. Minn. Stat. § 332.31, subd. 6 (2010) defines a “collector” as follows:

“Collector” is a person acting under the authority of a collection agency under subdivision 3, and on its behalf in the business of collection for others an account, bill, or other indebtedness except as otherwise provided in this chapter.

79. Accretive lists Steve Walters as its sole individual collector with the Minnesota Department Commerce. Other employees, however, also act as collectors in Minnesota. As a result, Accretive has violated Minn. Stat. § 332.33, subd. 5a (2010).

80. Minn. Stat. § 332.37(12) (2010) provides that no collection agency or collector shall:

violate any of the provisions of the Fair Debt Collection Practices Act of 1977, Public Law 95-109, while attempting to collect on any account, bill or other indebtedness[.]

81. The federal Fair Debt Collection Practices Act contains a number of provisions. For example, 15 U.S.C. § 1692e provides that, “A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt.” Accretive violated this provision by telling Minnesota patients that, if they do not settle with it, their debt may be referred to a collection agency when Accretive is, itself, a debt collection agency attempting to collect a debt.

82. 15 U.S.C. § 1692e(11) makes the following conduct unlawful:

The failure to disclose in the initial written communication with the consumer and, in addition, if the initial communication with the consumer is oral, in that initial oral communication, that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose, and the failure to disclose in subsequent communications that the communication is from a debt collector,”

83. 15 U.S.C. § 1692e(10) also makes unlawful “[t]he use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information regarding a consumer.”

84. 15 U.S.C. § 1692f also provides that a collector may not use any “unfair or unconscionable means to collect or attempt to collect any debt.”

85. Accretive has not always complied with the prohibitions of the federal Fair Debt Collection Practices Act in violation of Minn. Stat. § 332.37(12).

86. Defendant’s conduct described above constitutes multiple, separate violations of Minn. Stat. Ch. 332.

**COUNT IV: VIOLATIONS OF THE
MINNESOTA PREVENTION OF CONSUMER FRAUD ACT AND
UNIFORM DECEPTIVE TRADE PRACTICES ACT**

87. Plaintiff restates and realleges all prior paragraphs of this Complaint.

88. Minnesota Statutes, Section 325F.69, subdivision 1 (2010) (the “CFA”)

provides:

The act, use, or employment by any person of any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is enjoined as provided in section 325F.70.

89. The term “merchandise” within the meaning of Minn. Stat. § 325F.69 includes services. *See* Minn. Stat. § 325F.68, subd. 2 (2010). Health care services are a form of “merchandise.”

90. Minn. Stat. § 325D.44, subdivision 1 (2010) provides, in part:

A person engages in a deceptive trade practice when, in the course of business, vocation, or occupation, the person:

- (1) passes off goods or services as those of another;
- (2) causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;
- (3) causes likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by, another...;
- (13) engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.

91. The doctor-patient relationship is predicated on trust. Patients have the right to confidentiality of their medical records and to expect that their medical

information will not be released without their consent. Patient confidentiality is important to encourage a full and frank exchange of information between patients and their doctors. Patients also have the right to make informed choices about their health care (e.g., to give their “informed consent”) and to withhold consent following a full and frank exchange of information between the patient and doctor. Simply put, if patients have to be concerned about the dissemination of their medical information, they will not get treatment. The consequence of this to both patients and the state as a whole is obvious as it relates to conditions like communicable diseases, mental health, or management of chronic conditions.

92. These concepts have been part of the doctor-patient relationship for thousands of years. Over 2,500 years ago, the early Hippocratic Oath for physicians provided: “All that may come to my knowledge in the exercise of my profession...I will keep secret and will never reveal.” Today, the modern Code of Ethics of the American Medical Association requires physicians to “maintain your patient’s confidentiality” and to “respect your patient’s right to choose their doctor freely, to accept or reject advice and to make their own decisions about treatment or procedures.” These concepts are reflected as a matter of state law and policy in the Minnesota Health Records Act, Minn. Stat. § 144.291 *et seq.*, *supra*, which restricts the release of health records in Minnesota and which prohibits providers *and persons who receive health records from providers* from releasing health records without the patient’s informed consent. The concepts are also reflected as a matter of state law and policy in the Minnesota Health Care Patient Bill of Rights, Minn. Stat. § 144.651, which gives patients the right to: (1) have appropriate

medical care based on their individual needs; (2) to know the identity of the physician who is responsible for coordination of their care; (3) to know the identity of outside providers; (4) to have complete information regarding diagnosis, treatment, alternatives, risk and prognosis; (5) to be respected; and (6) to have their medical records kept private and confidential.

The Minnesota Supreme Court has said this about the right to privacy:

The right to privacy is an integral part of our humanity; one has a public persona, exposed and active, and a personal persona, guarded and preserved. The heart of our liberty is choosing which part of our lives shall become public and which parts we shall hold close.

Lake v. Wal-Mart Stores, Inc., 582 N.W.2d 231, 235 (Minn. 1998). Most people consider medical and health care records to be among the most personal, private types of information. In order to safeguard their privacy and make informed health care decisions, patients need full, transparent, and accurate information about how their medical information is used. As set out in this Complaint, Accretive impeded those rights.

93. Accretive goes to great lengths to mask from patients its involvement with Minnesota hospitals, including but not limited to the following:

a. Accretive has “infused” its employees into the staff at the hospital. Upon information and belief, patients are not aware who is and is not an Accretive employee at the hospitals.

b. Even though Accretive has by contract assumed responsibility for managing key functions at the hospitals, as set forth above, Accretive charges the hospitals for the payroll costs of Fairview’s employees, and then pays the payroll back to the hospital so that the hospital employees see a hospital check, even though Accretive manages the function.

c. Accretive is not listed as a contractor of the hospitals on the Form 990 disclosures filed with the Internal Revenue Service or Minnesota Attorney General.

d. Accretive has not disclosed that it acts as a debt collector for Fairview, in some cases going so far to tell patients that “your account may be turned over to a collection agency”—without disclosing that Accretive *is* itself a debt collection agency attempting to collect a debt.

94. Accretive has misled, deceived or caused likelihood of confusion or of misunderstanding to patients about the role of Accretive in their health care. Among other things, Accretive leads patients to believe that, or conceals from patients that, tasks undertaken by Accretive are done by Fairview.

95. Minnesota patients are not aware of the extent of Accretive’s involvement in their health care or the extent to which it amasses data about them. This includes that:

a. Accretive—a licensed debt collector—has access to at least the following information about Minnesota patients:

- Patient’s full name
- Gender
- Number of dependents
- Date of birth
- Social Security number
- Clinic and doctor
- A numeric score to predict the “complexity” of the patient
- A numeric score to predict the probability of an inpatient hospital stay
- The dollar amount “allowed” to the provider
- Whether the patient is in “frail condition”
- Number of “chronic conditions” the patient has
- Fields to denote whether the patient has:
 - Macular degeneration
 - Bipolar disorder
 - Depression
 - Diabetes
 - Glaucoma

- HIV
- Metabolism disorder
- Hypertension
- Hypothyroidism
- Immune suppression disorder
- Ischemic heart disease
- Osteoporosis
- Parkinson's Disease
- Asthma
- Arthritis
- Schizophrenia
- Seizure disorder
- Renal failure
- Low back pain

b. Accretive represents to its investors that it “identif[ies] patient accounts with financial risk by applying data mining techniques to the data [it has] collected.”

c. Accretive represents to its investors that it “increase[s] the collection rate on patient-owed obligations” in part by using “consumer behavior modeling.”

d. Accretive represents to its investors that it uses proprietary algorithms to assess a patient's “propensity to pay.”

e. Under the QTCC agreement with Fairview, Accretive receives a share of the hospital's incentive payments from certain HMOs and insurers for cost savings generated through “managing the care coordination process.”

f. Under the QTCC, Accretive works to achieve health care savings in part through an “intense focus” on “reducing avoidable hospital admissions” and by identifying the “sickest and most impactable patients” “for proactive management.”

g. Accretive helps hospitals identify the individuals who are “most likely to experience an adverse health event and, as a result, incur high healthcare costs in the coming year.”

h. Accretive tells its investors that, when a hospital “adopts both our revenue cycle and quality and total cost of care management solutions, we can leverage the information available in our revenue cycle technology and data platform to enable real-time care management.”

i. Accretive manages the functions identified on page 17 of its 2010 Annual Report, including that it performs “analytics and reporting” to track utilization by patient and physician, to determine profit and loss by patient, and to identify patients who are “outliers.”

96. In sharp contrast to the lack of information provided by Accretive to Minnesota patients, it provides much more detailed information to Wall Street investors about its role in the health and lives of patients. Minnesota patients are entitled to know the information that Accretive amasses about them and its extensive role in their health care so that they can make informed choices about their health care and medical records. By withholding such information, Accretive has omitted and failed to make necessary disclosures to Minnesota consumers to enable them to make informed choices about their health care and medical records. Accretive is responsible to provide such information to patients. Among other things, it manages, oversees, and controls the hospital employees responsible to provide such information. *See State of Minnesota v. Fleet Mortgage Corp.*, 158 F.Supp.2d 962, 967 (D. Minn. 2001).

97. Accretive has violated the above provisions through the acts and practices described in this Complaint, as well as through its material omissions of information to which Minnesota patients are entitled in order to make informed health care decisions.

98. Defendant’s conduct described above constitutes multiple, separate violations of Minn. Stat. § 325F.69, subd. 1 and Minn. Stat. § 325D.44, subdivision 1. By failing to disclose and omitting material facts, Defendant further engaged in deceptive and fraudulent practices in violation of the these acts. For these violations, the State seeks injunctive relief, civil penalties, costs, and attorneys fees under Minn. Stat. §§

325F.69 *et seq.*, 325D.43 *et seq.*, and 8.31. As part of its request for equitable relief, the State also seeks an order requiring Accretive to disclose to Minnesota patients the data that it has about them and where and how such data is stored, including but not limited to whether it has been sent overseas.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff State of Minnesota respectfully asks this Court to enter judgment against Defendant Accretive, awarding the following relief:

1. Preliminarily and permanently enjoining Defendant from violations of the federal health privacy laws, 45 C.F.R. §§ 164.308(a)(1), .308(a)(3-4), .308(a)(5), .308(a)(6), .310(a)(1), .310(d)(1), .312(a)(1), and .316 as provided under 42 U.S.C. § 1320d-5(d)(1)(A); and from violations of Minn. Stat. Ch. 144, Minn. Stat. Ch. 332, and Minnesota's consumer protection laws, Minn. Stat. §§ 325D.43 *et seq.*, & 325F.68 *et seq.*
2. Awarding judgment against Defendant for statutory damages for all violations by Defendant as provided under 42 U.S.C. §§ 1320d-5(d)(1)(B), (2) and for civil penalties pursuant to Minn. Stat. § 8.31.
3. Awarding Plaintiff costs of the action and reasonable attorneys fees to the State of Minnesota as provided under 42 U.S.C. § 1320d-5(d)(3) and Minn. Stat. § 8.31.
4. An order requiring Accretive to disclose to Minnesota patients the data that it has about them, where and how such data is stored, including but not limited to whether it has been sent overseas, and how such data is utilized.

5. Such other and further relief as provided by law and/or as the Court deems just and appropriate.

Dated: January 19, 2012

Respectfully submitted,

LORI SWANSON
Attorney General
State of Minnesota

AL GILBERT
Solicitor General

NATHAN BRENNAMAN
Deputy Attorney General



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ATTORNEYS FOR PLAINTIFF
STATE OF MINNESOTA

AG: #2944942-v1



STATE OF MINNESOTA

OFFICE OF THE ATTORNEY GENERAL

January 19, 2012

SUITE 900
445 MINNESOTA STREET
ST. PAUL, MN 55101-2127
TELEPHONE: (651) 297-1075

Court Administrator
United States District Court
District of Minnesota
316 North Robert Street
St. Paul, MN 55101

VIA HAND DELIVERY

Re: *State of Minnesota, by its Attorney General Lori Swanson v. Accretive Health, Inc.*

Dear Sir or Madam:

Enclosed for filing in the above-referenced matter please find a Complaint and Civil Cover Sheet. Also enclosed is a Summons in a Civil Action, which I request the Clerk of Court execute and return to the undersigned.

Sincerely,

A handwritten signature in blue ink, appearing to read "JKRAUS".

JACOB KRAUS
Assistant Attorney General

(651) 757-1454 (Voice)
(651) 282-5832 (Fax)

Enclosures

AG: #2944794-v1

SCANNED

JAN 19 2012

U.S. DISTRICT COURT ST. PAUL



12-145 RHK/JJK

JS 44 (Rev. 09/11)

CIVIL COVER SHEET

The JS 44 civil coversheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

State of Minnesota, by its Attorney General Lori Swanson

(b) County of Residence of First Listed Plaintiff N/A
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Lori Swanson, Al Gilbert, Nathan Brennaman, Jacob Kraus, Minnesota Attorney General's Office, 445 Minnesota Street, Suite 1100, St. Paul, MN 55101, (651) 757-1454.

DEFENDANTS

Accretive Health Inc. **RECEIVED**
12 JAN 19 AM 9:19

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)
Unknown.

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

- (Place an "X" in One Box Only)
- 1 Original Proceeding
 - 2 Removed from State Court
 - 3 Remanded from Appellate Court
 - 4 Reinstated or Reopened
 - 5 Transferred from another district (specify)
 - 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 42 U.S.C. 1320d-5(d); Pub. L. No. 104-191, 110 Stat. 1936; Pub. L. No. 111-5, 123 Stat. 226
 Brief description of cause:
 HIPAA; state consumer, health records, and debt collection laws.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____ Injunction / stat. damages / civ. penalties / fees
 CHECK YES only if demanded in complaint: **JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE N/A

DOCKET NUMBER N/A

DATE

1/19/12

SIGNATURE OF ATTORNEY OF RECORD

[Signature]

FOR OFFICE USE ONLY

SCANNED

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE JAN 19 2012

U.S. DISTRICT COURT ST. PAUL

[Signature]