13-22840-rdd Doc 1449 Filed 06/16/17 Entered 06/16/17 15:49:39 Main Document Pg 1 of 10

GARFUNKEL WILD, P.C.

111 Great Neck Road Great Neck, New York 11021 Phone: 516.393-2200 Fax: 516.466-5964 Burton S. Weston Adam T. Berkowitz Phillip Khezri

Counsel for the Estates and the Plan Administrator

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

-----Х

SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et al.,

Chapter 11

Case No.: 13-22840 (RDD)

Debtors.

-----Х

PLAN ADMINISTRATOR'S OBJECTION TO PROOFS OF CLAIM FILED BY OR ON BEHALF OF DR. CONSUELO RODRIGUEZ

Monica Terrano, as Plan Administrator (the "<u>Plan Administrator</u>") for the estates of Sound Shore Medical Center of Westchester ("<u>Sound Shore</u>"), and its affiliated debtors (collectively, the "<u>Debtors</u>"), by and through her counsel, Garfunkel Wild, P.C. hereby submits this objection (the "<u>Objection</u>") seeking entry of an Order pursuant to 11 USC § 502 and Fed. R. Bankr. P. 3007 disallowing and expunging proofs of claim filed by or on behalf of Dr. Consuelo Rodriguez ("<u>Dr. Rodriguez</u>") which are designated as claim numbers 938, 1444, and 1538 on the Debtors' official claims register (collectively, the "<u>Claims</u>"), and which are attached hereto as <u>Exhibit A</u>. In support of the Objection, the Plan Administrator represents as follows:

SUMMARY OF RELIEF REQUESTED

1. During the course of these cases, certain claims were filed by or on behalf of Dr. Rodriguez, a medical professional formerly employed by Sound Shore pursuant to a certain employment agreement between the parties (the "<u>Employment Agreement</u>"), a copy of which is

13-22840-rdd Doc 1449 Filed 06/16/17 Entered 06/16/17 15:49:39 Main Document Pg 2 of 10

attached to claim no. 1538. Dr. Rodriguez was employed by Sound Shore through November 5, 2013, the date the sale of the Debtor's assets closed.

2. As discussed more fully herein, the Claims include amounts allegedly owed to Dr. Rodriguez by Sound Shore for, among other things, reimbursement of medical malpractice insurance premiums ("<u>Insurance Premium Reimbursement</u>"), accrued but unused sick time ("<u>Sick Time</u>"), unpaid retirement contributions ("<u>Retirement Contributions</u>"), and damages equal to one year's salary arising from the Debtors' termination of the Employment Agreement ("<u>Employment Agreement Damages</u>"), as capped by § 502(b)(7) of the Title 11 of the United Stated Code (the "<u>Bankruptcy Code</u>").

BACKGROUND

3. On May 29, 2013 (the "<u>Petition Date</u>"), Sound Shore Medical Center of Westchester, and its affiliates (each a "<u>Debtor</u>" and together the "<u>Debtors</u>,"), each filed a voluntary petition for relief under chapter 11 the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of New York (the "<u>Court</u>"). Pursuant to §§ 1107 and 1108 of the Bankruptcy Code, the Debtors continued to administer their affairs as debtors-in-possession.

4. On June 10, 2013, the United States Trustee appointed an Official Committee of Unsecured Creditors (the "<u>Committee</u>"). [Docket No. 67].

5. On June 3, 2013, this Court granted an order to employ Garden City Group, Inc. ("<u>GCG</u>"), as the Debtors' Claims and Noticing agent [Docket No. 41].

6. On June 28, 2013, the Debtors filed their respective schedule of assets and liabilities and statement of financial affairs (the "<u>Schedules</u>") [Docket Nos. 125, 127, 129, 131, 133, 135, 137].

13-22840-rdd Doc 1449 Filed 06/16/17 Entered 06/16/17 15:49:39 Main Document Pg 3 of 10

7. By order of this Court dated July 25, 2013 (the "<u>Bar Date Order</u>") [Docket No. 194], with certain exceptions, the general deadline for the filing of proofs of claim against the Debtors was established as September 16, 2013 (the "<u>Bar Date</u>") and the deadline for governmental units to file claims against the Debtors was established as November 25, 2013. On August 9, 2013, the Debtors caused written notice of the Bar Date to be mailed to the Debtors' known and potential creditors [Docket No. 265]. In addition, on August 15, 2013, the Debtors caused notice of the Bar Date to be published in <u>The New York Times</u> [Docket No. 299].

8. Thereafter, on December 13, 2013, an order was entered establishing January 31, 2014 (the "<u>Administrative Bar Date</u>") as the deadline for the filing of all administrative proofs of claim against the Debtors (the "<u>Administrative Bar Date Order</u>") [Docket No. 490]. On December 19, 2013, the Debtors caused written notice of the Administrative Bar Date to be mailed to the Debtors' known and potential creditors [Docket No. 516]. Additionally, on December 26, 2013, the Debtors caused notice of the Administrative Bar Date to be published in <u>The New York Times Local Edition</u> [Docket No. 622].

9. On November 6, 2014, the Court entered an Order (the "<u>Confirmation Order</u>") confirming the Debtors' First Amended Plan of Liquidation Under Chapter 11 of the Bankruptcy Code of Sound Shore Medical Center of Westchester, *et al.* (the "<u>Plan</u>") [Docket No. 908]. Pursuant to the Confirmation Order, Monica Terrano has been appointed as Plan Administrator. Pursuant to the Plan, the Plan Administrator has the authority, among other things, to object to claims on behalf of the Estates.

13-22840-rdd Doc 1449 Filed 06/16/17 Entered 06/16/17 15:49:39 Main Document Pg 4 of 10

The Claims¹

10. The following claims have been filed in these cases by or on behalf of Dr.

Rodriguez:

(a) Claim No. 938: \$466,310.40 asserting a priority claim comprised of \$292,101 for Insurance Premium Reimbursement, \$81,000 for Sick Time, and \$93,209.40 for Retirement Contributions;

(b) Claim No. 1444: \$81,000 asserting as an administrative claim for Sick Time; and

(c) Claim No. 1538: \$629,701.40 asserting an unsecured claim comprised of indeterminable amounts for Insurance Premium Reimbursement and Employment Agreement Damages.²

JURISDICTION

11. This Court has jurisdiction over this Objection pursuant to 28 U.S.C. § 1408. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(B). The statutory predicates for the relief requested herein are § 502 of the Bankruptcy Code and Rules 3001 and 3002 of the Federal Rules of Bankruptcy Procedure (the "<u>Bankruptcy Rules</u>").

RELIEF REQUESTED

12. Since the passing of the Bar Date, the Plan Administrator, together with her counsel and advisors, has reviewed the Debtors' books and records to identify objectionable proofs of claim.

13. After reviewing the Claims, the Plan Administrator determined that the Debtors have no liability for the Claims pursuant to the terms of the Employment Agreement, the Plan,

¹ Dr. Rodriguez also filed Claim No. 1443 which asserts a claim for reimbursement. Claim No. 1443 was satisfied by payment from the Debtors and/or the Plan Administrator and is not subject to this Objection.

² Claim No. 1538 was filed by counsel to Dr. Rodriguez, Michael D. Brofman, Esq. The documentation supporting the claim includes the Employment Agreement and an invoice by an insurance carrier for amount totaling \$311,818. In discussing the claim with Mr. Brofman, Mr. Brofman has represented that the claim is comprised of amounts for Insurance Premium Reimbursement and Employment Agreement Damages. Accordingly, the Plan Administrator is not aware of any other basis for this claim.

13-22840-rdd Doc 1449 Filed 06/16/17 Entered 06/16/17 15:49:39 Main Document Pg 5 of 10

the Debtors' Personnel Policy Manual (the "<u>Personnel Policy</u>"), and/or the Debtors' retirement plan (the "<u>Retirement Plan</u>"). Thus, the Debtors seek an Order expunging the Claims.

BASIS FOR RELIEF REQUESTED

Sick Time³

14. To the extent the Claims assert amounts for Sick Time, the Debtors' obligations as to Sick Time for non-union employees is governed by the Debtors' Personnel Policy. Subsection 1 of Section IV of the Personnel Policy states:

Terminal Sick time pay

Employees will <u>not</u> receive pay for unused or banked sick time when they separate employment. (emphasis added)

15. Accordingly, the Debtors have no liability for the payment of unused Sick Time and, therefore, the Plan Administrator objects to and seeks to disallow and expunge the Claims to the extent they are based on Sick Time.

<u>Retirement Contributions</u>⁴

16. In 1999, the Debtors established its retirement plan (the "<u>Retirement Plan</u>"). As evidenced by the language of the Retirement Plan, the Debtors have always retained the discretion whether or not to make any employer contributions to the Retirement Plan for a given year. For example, Section 3.1 of the Retirement Plan provides for the level of Debtors' "contributions, if any," whereas Section 3.2 of the Retirement Plan provides how such "Employer Contributions, if any," shall be allocated. Since the Plan's inception in 1999, Section

³ The Plan Administrator objected, on the same basis as set forth herein, to Sick Time claims filed by non-union employees in connection with the *Plan Administrator's Fifteenth Objection to Allowance of Certain Proofs of Claim* [Docket No. 1299] and the *Plan Administrator's Sixteenth Objection to Allowance of Certain Proofs of Claim* [Docket No. 1329]. Such objections were granted by Orders from the Court [Docket Nos. 1318, 1326, and 1356].

⁴ The Plan Administrator objected, on the same basis as set forth herein, to Retirement Contributions claims filed by non-union employees in connection with the *Plan Administrator's Fifteenth Objection to Allowance of Certain Proofs of Claim* [Docket No. 1299] and the *Plan Administrator's Sixteenth Objection to Allowance of Certain Proofs of Claim* [Docket No. 1329]. Such objections were granted by Orders from the Court [Docket Nos. 1318, 1326, and 1356].

13-22840-rdd Doc 1449 Filed 06/16/17 Entered 06/16/17 15:49:39 Main Document Pg 6 of 10

17. The January 1, 2009 restatement of the Retirement Plan, which received a favorable IRS determination letter on October 12, 2010, reiterated this point by clarifying section 3.2 to read, in relevant part, as follows:

[I]f the Employer elects in its discretion, in accordance with the provisions of Section 3.1, to make a contribution for any given Plan Year, the contribution made by the Employer, if any, to the Trust Fund for each such Plan Year will be allocated . . .

18. Section 3.1 has always, to the Debtors' knowledge and belief, since the Retirement Plan's inception, given the Debtors the discretion whether or not to make any employer contributions to the Retirement Plan for any given year. Therefore, the portion of the Claims against the Debtors' estates for Retirement Contributions are without merit, as there can be no contributions due to Dr. Rodriguez unless the Debtors have exercised their discretion to make the contribution by actually making the contribution.

19. Accordingly, the Debtors have no liability for Retirement Contributions and, therefore, the Plan Administrator objects to and seeks to disallow and expunge the Claims to the extent they are based on Retirement Contributions.⁵

⁵ Additionally, on November 12, 2013, the Employee Benefits Security Administration of the United States Department of Labor (the "<u>DOL</u>") filed a claim in these cases [Claim No. 1420] for alleged unpaid employer contributions into the Retirement Plan since 2004. The DOL's claim states that, "the money claimed by the [DOL] is owed to the [Retirement] Plan or its participants and beneficiaries. The [DOL] requests that payments be made directly to the [Retirement] Plan (or, if appropriate, to its participants or beneficiaries), and <u>not</u> to the department." Subsequent to filing its proof of claim, the DOL conducted an investigation and ultimately issued the Debtors a letter, determining that no further action was necessary. The DOL has since withdrawn its proof of claim.

Insurance Premium Reimbursement⁶

20. Notwithstanding anything to the contrary, the Debtors have no liability on account of the Claims to the extent they seek Insurance Premium Reimbursement, as the Debtors' obligations with respect to such claims were waived pursuant to the Debtors' confirmed Plan. Section 13.1(b) of the Plan states:

Covered Medical Professionals Injunction. Except as otherwise provided in the Plan, upon the Effective Date, all Persons are permanently enjoined from commencing or continuing any medical malpractice or related action against any Covered Medical Professional and/or from enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against a Covered Medical Professional with respect to any such actions, provided however, that such injunction shall not extend to recoveries against any available insurance. In exchange for this injunction, each Covered Medical Professional shall be deemed to waive any Indemnification Claim and any Claims against the Debtors and their Estates, administrative or otherwise, related to, or arising in connection with, the Debtors' alleged obligation to purchase or provide medical malpractice insurance and/or any related extended reporting period coverage, provided that the waiver of the Indemnification Claims and other claims hereunder shall not impair the injunction in this Section of the Plan and neither the waiver of the Indemnification Claims, nor this injunction shall release the obligations of any insurance company to defend a Covered Medical Professional under an otherwise applicable insurance policy. (emphasis added)

21. Dr. Consuelo Rodriguez is a "Covered Medical Professional", as defined in the

Plan, and as such, the Plan Administrator seeks an Order disallowing and expunging the Claims

to the extent they assert amounts for Insurance Premium Reimbursement.

⁶ The Plan Administrator objected to Insurance Premium Reimbursement claims filed by non-union employees in connection with the *Plan Administrator's Fourteenth Objection to Allowance of Certain Proofs of Claim* [Docket No. 1263] which was granted by an Order from the Court [Docket No. 1291].

13-22840-rdd Doc 1449 Filed 06/16/17 Entered 06/16/17 15:49:39 Main Document Pg 8 of 10

Employment Agreement Damages

22. As part of the Claims, Dr. Rodriguez asserts entitlement to damages equivalent to one year of compensation under the Employment Agreement as a result of the Debtors' termination of the Employment Agreement.

23. Section 502(b)(7) of the Bankruptcy Code provides that court may allow a claim except to the extent that such claim is a claim of an employee for damages resulting from the termination of an employment contract, such claim exceeds--

(A) the compensation provided by such contract, without acceleration, for one year following the earlier of--

(i) the date of the filing of the petition; or

(ii) the date on which the employer directed the employee to terminate, or such employee terminated, performance under such contract; plus

(B) any unpaid compensation due under such contract, without acceleration, on the earlier of such dates.

11 U.S.C. § 502(b)(7).

24. Section VII.3 of the Employment Agreement, in relevant part, provides that the Employment Agreement "may be terminated at any time by either party without cause upon ninety (90) days prior written notice to the other party." Dr. Rodriguez was terminated on or around November 5, 2013.

25. On or around July 24, 2013, more than 90 days before Dr. Rodriguez was terminated, in connection with the sale of the Debtors' assets earlier in these cases, the Debtors issued a WARN notice or notices (the "<u>WARN Notice</u>") to all of its employees who were employed at such time. The WARN Notice, which was issued to Dr. Rodriguez, notified her of the forthcoming sale and the pending termination of her employment in excess of the 90-day period required pursuant to the terms of the Employment Agreement and constituted written

13-22840-rdd Doc 1449 Filed 06/16/17 Entered 06/16/17 15:49:39 Main Document Pg 9 of 10

notice under the Employment Agreement, thereby rendering any claim for Employment Agreement Damages without merit.

26. Accordingly, to the extent the Claims assert amounts owed by the Debtors to Dr. Rodriguez stemming from termination of the Employment Agreement, such portion of the Claims have no merit and, accordingly, the Plan Administrator seeks an Order disallowing and expunging such portion of the Claims.

RESERVATION OF RIGHTS

27. The Plan Administrator reserves all rights to object to any surviving claim against the Debtors, whether asserted or unasserted by or on behalf of Dr. Rodriguez and to further object to any surviving claim on any other grounds discovered by the Plan Administrator during the pendency of this case. Should the objection addressed herein be denied or dismissed, the Plan Administrator reserves her rights to further object to the disputed claim on any other grounds discovered by the Plan Administrator during the pendency of this case.

NOTICE

28. Notice of this Objection will be given by mailing a copy of such Objection and the proposed order to (i) the United States Trustee, (ii) counsel for the Committee, (iii) Dr. Rodriguez and counsel to Dr. Rodriguez, and (iv) all other parties required to be notified under the Case Management Order.

13-22840-rdd Doc 1449 Filed 06/16/17 Entered 06/16/17 15:49:39 Main Document Pg 10 of 10

WHEREFORE, the Plan Administrator respectfully requests that the relief requested herein be granted, the Claims be disallowed and expunged, and this Court enter an order, substantially in the form annexed hereto as <u>Exhibit B</u>, and grant such other and further relief as is just and proper.

Dated: Great Neck, New York June 16, 2017

GARFUNKEL WILD, P.C. Counsel for the Estates and the Plan Administrator

By: <u>/s/ Adam T. Berkowitz</u>

Burton S. Weston Adam T. Berkowitz Phillip Khezri 111 Great Neck Road Great Neck, NY 11021 (516) 393-2200 13-22840-rdd Doc 1449-1 Filed 06/16/17 Entered 06/16/17 15:49:39 Exhibit A -Proofs of Claim Pg 1 of 68

EXHIBIT A

13-22840-rdd Doc 1449-1 Filed 06/16/17 Entered 06/16/17 15:49:39 Exhibit A -Proofs of Claim Pg 2 of 68

CLAIM NO. 938

01,0002 53 -22840-rdd Porce 449-0 SSM0202545410	10/117 III Fingered 06/16/17	⁷ 15:49:38 	
SSM0202545410			
UNITED STATES BANKRUPTCY COURT FOR THE SOUTHER	N DISTRICT OF NEW YORK	PROOF OF CLAIM	
Name of Debtor (Check Only One):	Case-No.	Your Claim is Scheduled As Follows:	
Sound Shore Medical Center of Westchester The Mount Vernon Hospital, Inc.	<u>13-22840</u> 13-22841	SEP 1 9 2013	
 Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Car FILED - 99238 			
La Inc M.V.H. Corporation	13-22843	(^G ₁ SEP 1 9 2013 5)	
Sound Shore Health System, Inc. NRHMC Services Corporation Sound shore medical center of wes	13-22044		
NRHMC Services Corporation Sound Shore Housing, LLC Robert D, Drain	13-22846		
NOTE: Other than claims asserting administrative priority under 11 U.S.C. § 5			
make a claim for administrative expenses arising after the commencement of the $(1, 1)$	case. You may file a request for payment		
of an administrative expense pursuant to 11 U.S.C. § 503(b). Name of Creditor (the person or other entity to whom the Debtor owes money or		J SEP - S	
property): CONSUELO RODRIGUEZ	Check this box to indicate that this claim amends a previously filed		
	claim.		
Name and address where notices should be sent:	Court Claim Number:	If an amount is identified above, you have a	
CONSUELO RODRIGUEZ MD		claim scheduled by-one of the Debtors as shown. (This scheduled amount of your claim	
PO DOX 176=H		may be an amendment to a previously	
Scarsdale Ny 10583	(If known)	scheduled amount.) If your agree with the amount and priority of your claim as	
-	Filed on:	amount and priority of your claim as scheduled by the Debtor and you have no other	
Telephone number: 9146339450		claim against the Debtor, you do not need to	
Email Address:		file this proof of claim form; EXCEPT AS	
Name and address where payment should be sent (if different from above):	Check this box if you are aware	FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or	
CONSUELO RODRIGUEZ M.D.	that anyone clse has filed a proof	any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in	
P.O. OOX 176-H	of claim relating to this claim. Attach copy of statement giving	filed in order to receive any distribution in	
Final Address SCARSDALE NY 10583	particulars.	respect of your claim. If you have already filed a proof of claim in accordance with the	
Email Address: SCOARSDALE ING 10505		attached instructions, you need not file again.	
1. Amount of Claim as of Date Case Filed (May 29, 2013): S	310,40		
If all or part of the claim is secured, complete item 4.	See attach	mont	
If all or part of the claim is entitled to priority, complete item 5.	Jee What		
If all or part of the claim arises from the value of any goods received by	the Debter within 20 days before May 2	9, 2013, the data of common common of the above	
case, in which the goods have been sold to the Debtor in the ordinary course			
Check this box if the claim includes interest or other charges in addition	n to the principal amount of the claim. Atta	ach a statement that itemizes interest or charges.	
2 Basis for Claim: a Ala A +			
Sec instruction #2)			
3. Last four digits of any number by which creditor identifies Debtor: 3		3b. Uniform Claim Identifier (optional):	
	account as:		
·			
A Second Chine (See instantion #4)	(See instruction #3a)	(See instruction #3b)	
4. Secured Claim (Sec instruction #4) Check the appropriate box if the claim is secured by a lien on property or a lient of the secured by a lient o		and other charges, as of the time case secured claim, if any:	
attach required redacted documents, and provide the requested information.		· · · · · · · · · · · · · · · · · · ·	
Nature of property or right of setoff: 🛛 Real Estate	Motor Vchicle		
· Other	Basis for perfection:	S EIO	
Describe:			
Value of Property: \$	Amount of Secured C		
Annual Interest Rate%	Variable		
(when case was filed)	Amount Unsecured:	2°s Om	
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any	part of the claim falls into one of the foll	owing categories? check the box specifying	
the priority and state the amount. Domestic support obligations under Wages, salaries, or comm.	issions (up to Contributions to an cm	plovec benefit 🙃 😳	
Domestic support obligations under II U.S.C. § 507 (a)(1)(A) or (a)(1)(B). \$12,475*) carned within 180 days before plan – 11 U.S.C. § 507 (a)(5).			
the case was filed or the Debtor's $\$93209.40$ \Rightarrow			
Up to \$2,775* of deposits toward purchase, lease, or rental of property or 11 U.S.C. § 507 (a)(4),	er is earlier – \mathcal{A} Other – Specify application of 11 US C 8 507 (a)		
sorriggs for personal family or		<u>s466,310,40</u>	
services for personal, family, or household use – 11 U.S.C. § 507 (a)(7). Taxes or penalties owed to governmental units – 11 U.S.C. § $507 (a)(7)$.			
507 (a)(8).			
*Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter	-		
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your May 20, 2013, the data of commencement of the above coses in which			
May 29, 2013, the date of commencement of the above cases, in which Attach documentation supporting such claim. \$	the goods have been sold to the Debtor	in the ordinary course of such Debtor's business.	
7. Credits. The amount of all payments on this claim has been credited for the	e purpose of making this proof of claim. (S	ec instruction #7)	

CRT

•

13-22840-rad Doc 1449-1 Filed 06/1	YIOUHER DAU (UX AS) (94/1.31		
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. [If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted")]			
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MA			
If the documents are not available, please explain: See attac	chment		
	te trustee, or the Debtor, or their I am a guarantor, surety, indorser, or other ized agent. (See Bankruptcy Rule 3004) codebtor. (See Bankruptcy Rule 3005)		
Print Name: CONSUEIO RODYiguez MD,	rue and correct to the best of my knowledge, information, and reasonable belief.		
Title:	(Signature) $0 O$ (Date)		
Address and telephone number (if different from notice address above)			
Scarsdate NY 10583			
Telephone number:9146339450 email:	rodzcon@yahapicem_		
	imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		
INSTRUCTIONS FOR P	ROOF OF CLAIM FORM		
The instructions and definitions below are general explanations of the law. In c exceptions to these general rules may apply. The attorneys for the Debtors and their any legal advice.	ertain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, court-appointed claims agent, GCG, are not authorized and are not providing you with		
PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL: Sound Shore Medical of Westchester, et al., c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. IF BY HAND OR OVERNIGHT COURIER: Sound Shore Medical of Westchester, et al., c/o GCG, 5151, Blazer Parkway, Suite A, Dublin, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.			
	EPTEMBER 16, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME) IS NOVEMBER 25, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)		
	in Proof of Claim Form		
Court, Name of Debtor, and Case Number: These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on May 29, 2013 (the "Commencement Date"). You should select the Debtor against which you are asserting your claim.	5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a): If any portion of your claim falls in one or more of the listed categories, check the appropriate box(cs) and state the amount entitled to priority. (See DEFINITIONS, below) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.		
EACH DEBTOR.	6. Claim Pursuant to 11 U.S.C. § 503 (b)(9):		
Creditor's Name and Address: Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of	If you have a claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business, state the amount of such claim and attach documentation supporting such claim. (See DEFINITIONS, below)		
Bankruptcy Procedure (FRBP) 2002(g).	7. Credits: An authorized signature on this proof of claim serves as an acknowledgment that		
1. Amount of Claim as of Date Case Filed: State the total amount owed to the creditor on the Petition Date. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if	when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.		
interest or other charges are included in the claim.	8. Documents: Attach reducted copies of any documents that show the debt exists and a lien		
2. Basis for Claim: State the type of debt or how it was incurred. Examples include goods sold, money. loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to your claim.	 secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential healthcare information. Do not send original documents, as attachments may be destroyed after scanning. 9. Date and Signature: The individual completing this proof of claim must sign and date it. FRBP 9011. If the 		
3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor.	claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your		
 3a. Debtor May Have Scheduled Account As: Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor. 3b. Uniform Claim Identifier: 	knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs		
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.	from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the		
4. Secured Claim: Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for	company. Criminal penaltics apply for making a false statement on a proof of claim.		
the nature and value of property that secures the claim, attach copies of lien			
documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.	<u> </u>		

DEFINITIONS

Debtor

A Debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity U.S.C. § 101(10).

Claim

bankruptcy filing. See 11 U.S.C. § 101(5). A claim setoff). may be secured or unsecured.

Proof of Claim

on the date of the bankruptcy filing. The creditor of the property on which the creditor has a lien. must file the form with GCG as described in the instructions above and in the Bar Date Notice.

Section 503(b)(9) Claim

any goods received by the Debtor within 20 days claims. before the date of commencement of a bankruptcy case in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business.

Secured Claim Under 11 U.S.C. § 506(a)

the Debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to Acknowledgment of Filing of Claim to whom the Debtor owes a debt that was incurred the creditor in excess of the value of the property is an before the date of the bankruptcy filing. See 11 unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A licn may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, A claim is the creditor's right to receive payment for a court judgment is a lien. A claim also may be secured a debt owed by the Debtor on the date of the if the creditor owes the Debtor money (has a right to

Unsecured Claim

Claim Entitled to Priority Under 11 U.S.C. § 507(a) claims that are paid from the available money or

Redacted

A document has been redacted when the person filing it digits of any social-security, individual's taxperson's date of birth. If the claim is based on the the Internet. Set delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

INFORMATION

Evidence of Perfection

A secured claim is one backed by a lien on property of Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

To receive a date-stamped copy of your proof of claim form, please provide a self-addressed stamped envelope and a copy of your proof of claim form when you submit the original to GCG. You will also receive an acknowledgment letter from GCG after your proof of claim form has been processed.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or An unsecured claim is one that does not meet the more of these entities may contact the creditor and offer to A proof of claim is a form used by the creditor to requirements of a secured claim. A claim may be partly, purchase the claim. Some of the written communications indicate the amount of the debt owed by the Debtor unsecured if the amount of the claim exceeds the value from these entities may easily be confused with official court documentation or communications from the Debtor. These entities do not represent the bankruptcy court or the Debtor. The creditor has no obligation to sell its claim. However, if Priority claims are certain categories of unsecured the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(c), any applicable provisions A Section 503(b)(9) claim is a claim for the value of property in a bankruptcy case before other unsecured of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Display of Proof of Claim on Case Administration Website

has masked, edited out, or otherwise deleted, certain As the official claims agent, and in accordance with Federal information. A creditor must show only the last four Bankruptcy Rule 9037(g), GCG will display the first page of your proof of claim form on the case administration website. identification, or financial-account number, only the Please be aware that any personal information not otherwise initials of a minor's name, and only the year of any redacted on your proof of claim form will be displayed over

01000253 SSM0202545410

CONSUELO RODRIGUEZ ATTN: PRESIDENT, MANAGING OR GENERAL AGENT

POBOX 176-H Scarsdale NY 10583



Consuelo Rodriguez M.D.

9/16/13

- Total amount of claim \$466,310.40 includes: malpractice tail estimate (contingent on the successor's failure to meet this obligation) \$292,101.00 accrued sick time (contingent on the successor's failure to meet this obligation) \$81,000.00 delinquent contributions to pension plan \$93,209.40
- Active full time physician employed by Sound Shore Medical Center for 20 years continuously since 8/1/1993.

Basis for claim with reference to malpractice tail:

The agreement dated 12/17/99 at the request of Sound Shore Medical Center changed an occurrence policy (active since 8/1/1993) to a claims made policy. This was done to reduce the immediate expense costs of the institution with the agreement that Sound Shore or its surviving entity would purchase the tail coverage.

Accrued sick time - 900 hours

Basis for claim with reference to pension plan:

Contributions have been delinquent since 2005 - also reducing the immediate expense costs of the medical center. Retirement plan summary description 2006 page 11 reads " If the plan is amended or terminated each participant and each beneficiary receiving benefits will be notified in writing." Sound Shore failed to send notification indicating termination of contributions.



Consuelo Rodriguez M.D.

.

9/16/13

- 8. DOCUMENTS supporting claim.
 - 1. 12/17/99 modification of employment agreement.

2. Email from Dennis Ashley VP Human Resources with current accrued sick time.

3. Copy of 2006 retirement plan summary description.

Entered 06/16/17 15:49:39 Exhibit A -



Filed 06/16/17

MEDICAL CENTER OF WESTCHESTER

December 17, 1999

Consuelo Rodriguez, MD Sound Shore Medical Center of Westchester 16 Guion Place New Rochelle, NY 10802

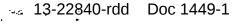
Dear Dr. Rodriguez:

Pursuant to the employment agreement dated 9/5/94, and currently in force with respect to your professional duties on behalf of Sound Shore Medical Center of Westchester, you have been provided with an individual, occurrence-based, medical liability insurance policy with limits of \$1 million per occurrence and \$3 million in the aggregate.

As of July 1, 1999, Sound Shore Medical Center of Westchester replaced this policy with a "claims-made" policy. Please be advised that the material aspects of your malpractice coverage, including the scope of the activities that are covered, the monetary limits, the locations of your practice with respect to which, and for which coverage is provided will remain the same, as will your contractual obligation to maintain eligibility for coverage and all other contractual obligations of Sound Shore Medical Center of Westchester and yourself with respect to malpractice insurance.

The Medical Center shall provide you with "claims made" professional liability insurance coverage related to your assigned hospital duties hereunder as a full time obstetrician and gynecology attending in the Department of Obstetrics and Gynecology and covering your private practice activities. Such coverage shall be in amounts of \$1 million per occurrence and \$3 million as an annual aggregate. You shall provide the Medical Center with notice of each claim or potential claim of professional liability against you related to activities at the Medical Center of which you receive notice.

Upon expiration of this Agreement or its termination for any reason, the Medical Center shall immediately purchase tail liability insurance that will provide you with coverage with respect to performance of your duties hereunder and in connection with your private practice activities during the term of the Agreement. The Medical Center shall pay for such policy within the required period stipulated by the insurance company. The obligations of the Medical Center shall continue as obligations of its successors or assigns, including any entity surviving after a merger, acquisition or reorganization.



ê

2

Please sign below to indicate your acknowledgment and acceptance of this modification to your employment agreement.

Sincerely,

SOUND/SHORE MEDICAL CENTER OF WESTCHESTER By: Douglas O. Landy Executive Vice President Chief Operating Officer

.

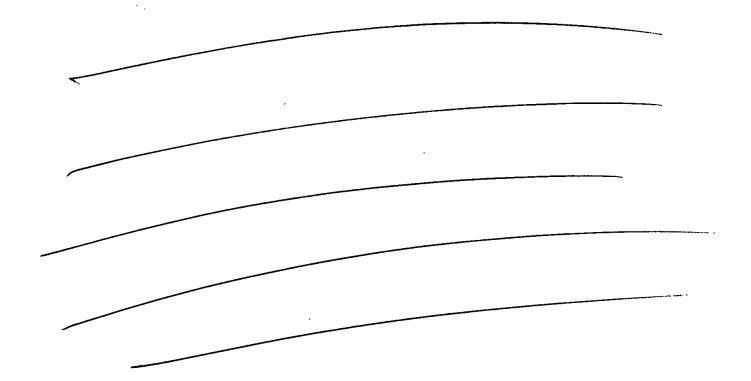
AGREED TO AND ACCEPTED BY:

Consuelo Rodrig uéz. MD

Dated: $\frac{2}{2}$

Subject:	Į₿₀232840t rdd	Doc 1449-1	Filed 06/16/17 Proofs of Claim	Entered 06/16/17 15:49:39 Pg 11 of 68	Exhibit A -
From:	Ashley, Dennis (da	ashley1@sshsw.o	rg)	C C	
To:	rodzcon@yahoo.co	om;			
Date:	Friday, September	r 13, 2013 1:48 P	М		

Dr. you have 7.50 hours of vacation time, 900 hours of sick time, 30 hours of free time and 15 hours of holiday time.



13-22840-rdd Doc 1449-1

ŗ

Exhibit A -

ζ

Sound Shore Shore

MEDICAL CENTER OF WESTCHESTER

Retirement Plan

Summary Plan Description

Care. For Life.

..

TABLE OF CONTENTS

Т

INTRODUCTION	2
Plan	2
Plan Sponsor	. 2
Purpose of the Summary	. 2
PLAN ADMINISTRATION	2
Plan Trustees	. 2
Plan Administrator	. 2
Other Information	. 2
PLAN PARTICIPATION	. 3
Eligible Employees	
General Eligibility Requirements	. 3
Entry Date	. 3
Participation by Employees Whose Status Changes	. 3
SERVICE RULES	
Service Definitions	
Termination and Return to Employment	
EMPLOYER CONTRIBUTIONS	
Eligible Participants	. 5
Contribution Amount	
Maximum Contribution Allocation	. 6
Top Heavy Allocations	. 6
Rollover Contributions	. б
BENEFIT UPON RETIREMENT	. 7
BENEFIT UPON DISABILITY	. 7
BENEFIT UPON DEATH	. 7
BENEFIT UPON TERMINATION OF EMPLOYMENT	. 7
DETERMINATION OF VESTED INTEREST	. 7
PARTICIPANT LOANS	
INVESTMENT OF ACCOUNTS	. S
TAX WITHHOLDING ON PLAN BENEFITS	. 9
OTHER INFORMATION	
Claims for Benefits	
Non-Alienation of Benefits	
Amendment or Termination	
Missing Payees or Beneficiaries	
STATEMENT OF ERISA RIGHTS	12

13-22840-rdd Doc 1449-1 Filed 06/16/17

Proofs of Claim

' Entered 06/16/17 15:49:39 Exhibit A -Pg 14 of 68

TRODUCTION

Plan

The Plan is a defined contribution plan, which means that the amount of your Plan benefit will be determined on the basis of the contributions made to your individual account under the Plan and the investment experience of the funds held under your Plan account.

This summary of plan provisions includes amendments effective January 1, 2004. The Plan was effective January 1, 1999.

Plan Sponsor

The sponsor of the Plan is Sound Shore Medical Center of Westchester, and this summary will sometimes refer to Sound Shore Medical Center of Westchester as the "Employer", "we", "us" or "our". Our address is 16 Guion Place, New Rochelle, NY 10802; our telephone number is (914) 632-5000; and our employer identification number is 13-1740117.

Purpose of the Summary

This summary, which describes the important features of the Plan in non-technical language, is intended to answer most of your questions about the Plan and replaces all prior announcements we may have made about the Plan. It nevertheless is only a summary, and if there is any conflict between the description in this summary and the terms of the Plan, the terms of the Plan will control. If you have any questions about the Plan that are not addressed in this summary, you can contact the Administrator, whose name and address is set forth in the next section.

PLAN ADMINISTRATION.

Plan Trustees

The Plan is administered by a written plan and trust agreement, and the trustees of that agreement are responsible for management of the Plan's assets. The Trustees are Thomas Daly, Dennis Ashley and Douglas Landy, and their address is 16 Guion Place, New Rochelle, NY 10802.

Plan Administrator

All other matters concerning the operation of the Plan are the responsibility of the Administrator. The Administrator of the Plan is Sound Shore Medical Center of Westchester, whose address is 16 Guion Place, New Rochelle, NY 10802, and whose telephone number is (914) 632-5000.

Other Information

We have assigned number 002 to the Plan. The accounting year of the Plan, called the Plan Year, begins January 1st and ends the following December 31st; and legal process can be served on either the Administrator, we as the Employer, or the Trustees.

PLAN PARTICIPATION

Eligible Employees

Any employee of Sound Shore Medical Center of Westchester who is also considered an Eligible Employee will enter the Plan as a Participant on the Entry Date as of which he or she satisfies the eligibility requirements described below in *General Eligibility Requirements*.

All employees are considered Eligible Employees except for the following ineligible classes of employees: (1) any employee whose employment is governed by the terms of a collective bargaining agreement; (2) any person who is considered a "leased" employee under IRS rules and is not covered under a certain type of money purchase pension plan sponsored by the leasing organization; and (3) any employee whose is classified as an intern.

General Eligibility Requirements

You will be eligible to enter the Plan as a Participant upon reaching age 21 and completing 1 Year of Service.

In determining eligibility and the applicable entry date for Plan participation, you will be deemed to have completed a Year of Service on the last day of the applicable eligibility computation period during which you are credited with the required number of Hours of Service.

See the section below titled SERVICE RULES for an explanation of how eligibility computation periods and Years of Service for eligibility are determined.

Entry Date

After you have satisfied the eligibility requirements described in *General Eligibility Requirements*, you will actually enter the Plan as a Participant on the January 1st or July 1st that coincides with or next follows the date on which you satisfy those requirements.

Participation by Employees Whose Status Changes

If you are not considered an Eligible Employee but later become one, you will participate in the Plan immediately if you otherwise satisfy the eligibility requirements. If you are a Participant and later become a member of an ineligible class, your Plan participation will be suspended but your Vested Interest percentage will continue to increase, and you will be entitled to an allocation for the Plan Year only to the extent of service you completed while an Eligible Employee. Upon returning to an eligible class of employees, you will immediately participate again in the Plan. 13-22840-rdd Doc 1449-1 Filed 06/16/17 Entered 06/16/17 15:49:39 Exhibit A Proofs of Claim Pg 16 of 68

SERVICE RULES

Service Definitions

Service for purposes of vesting and eligibility will be determined by your Years of Service. A *Year of Service* is a 12-month computation period during which you complete a certain number of Hours of Service. An *Hour of Service* is any hour for which you have a right to be paid by us or by any adopting Employer, including hours you are raid for vacation, holidays, illness, back pay and maternity leave. You will incur a *Break in Service* if you fail to perform more than 500 Hours of Service during any 12-consecutive month computation period described below. A Break in Service may affect your eligibility to receive an allocation of contributions to your Account and the computation of your Vested Interest. You will receive credit for a Year of Service as follows:

- (a) To determine your eligibility to participate: In determining your initial eligibility to participate in the Plan, you will be credited with a Year of Service if you complete 1,000 Hours of Service within a 12-consecutive month eligibility computation period. Your initial eligibility computation period begins on your date of hire. The second eligibility computation period will begin on the first day of the Plan Year which begins prior to the first anniversary of your date of hire.
- (b) **To determine your Vested Interest and Employer Contribution:** In determining the Vested Interest in your Account and the employer contribution to your account, you will be credited with a Year of Service if you complete 1,000 Hours of Service within a 12-consecutive month computation period, which is the Plan Year.

Termination and Return to Employment

If you terminate and return to employment with us before you incur a Break in Service, your Years of Service and Plan participation will not be interrupted. If you return to employment with us after a Break in Service, your prior Years of Service will be counted (and if you were a Participant, your Plan participation will be reinstated) upon your re-employment, subject to the following rules:

- (a) To determine your eligibility to participate: In determining your eligibility to participate in the Plan, your prior Years of Service will not be counted if you did not have a Vested Interest in your Account and if the number of your consecutive Breaks in Service equals or exceeds the greater of five or your aggregate number of Years of Service.
- (b) To determine your Vested interest: In determining the Vested Interest in your Account, if you had five or more Breaks in Service, your prior Years of Service will not be counted if you did not have a Vested Interest before incurring the five or more Breaks in Service and the number of your consecutive Breaks in Service equals or exceeds your aggregate number of Years of Service before incurring the five or more Breaks in Service.

Entered 06/16/17 15:49:39 Exhibit A -Pg 17 of 68

ł

Eligible Participants

If you are a Participant in the Plan and you are employed by us in an eligible class of Employees, you will be eligible to receive a share of contributions for that Plan Year, provided you also complete at least 1,000 Hours of Service during the Plan Year. If you are a Participant but you are not in an eligible class of Employees during a Plan Year, you are not eligible to share in any contribution we make for that Plan Year.

Contribution Amount

Employer contributions are determined based on a schedule providing contribution rates that are applied to your Compensation. Under this schedule, contribution rates increase as your service with the Medical Center increases. The contribution schedule is as follows:

Years of Cre	dited Service	Percent of Compensation	Additional Percent of Compensation, if any, in Excess of the Social Security Wage Base
0 to 2		5.00%	
3 to 5	¥.	3.00%	3.00%
	or if greater	5.00%	
6 to 8	•	3.60%	3.60%
	or if greater	5.00%	
9 to 11		4.31%	4.31%
	or if greater	5.00%	
12 to 14		5.17%	5.17%
15 to 17	1	6.20%	5.70%
18 to 20		7.44%	5.70%
21 to 23.		8.92%	5.70%
24 or more		10.70%	5.70%

Your Compensation for Plan purposes is the amount reported on your Form W-2 during the Plan-Year, excluding any amount in excess of the annual dollar limit. For the year 2006 the annual dollar limit is \$220,000 but this dollar amount will be changed in future years to reflect the cost of living or changes in the law. Your Compensation for Plan purposes will also exclude any amount you receive prior to becoming a Participant or while you are a member of an ineligible class of employees.

The Social Security Wage Base is the maximum amount on which you can pay Social Security taxes in a calendar year. This amount is \$94,200 for 2006.

Maximum Contribution Allocation

The IRS limits the amount that can be allocated to your Account for any Plan Year, but this limit only applies to our contributions and to any forfeited amounts from terminated Participants that may be allocated to your Account. The total amount of contributions and forfeitures that can be allocated to your Account for any Plan Year cannot exceed the lesser of 100% of your Compensation for the Plan Year or \$44,000 for the year 2006 (this amount will be changed in future years to reflect the cost of living or changes in the law). This allocation limitation does not apply to the amount of earnings that can be allocated to your Account, to Rollover Contributions, or to any other funds transferred to this Plan on your behalf from another qualified plan.

Top Heavy Allocations

Under certain circumstances, you may be entitled to a minimum allocation for any Plan Year in which the Plan is considered top heavy. However, the Plan is exempt from providing this minimum allocation in any Plan Year in which we elect to satisfy this requirement by contributing on your behalf to another plan (if any) that we sponsor.

If the Plan is not exempt from this minimum allocation requirement, then for each Plan Year in which the Plan is considered top heavy and in which you are a "non-key" employee who is employed by us on the last day of the Plan Year, you will receive a minimum top heavy allocation equal to the lesser of (a) 3% of your Compensation, or (b) the highest percentage of Compensation allocated for that Plan Year to the Accounts of Participants who are "key" employees.

The Plan is considered top heavy for any Plan Year in which more than 60% of Plan assets are allocated to the Accounts of Participants who are "key" employees. A "key" employee for top heavy purposes is any employee who satisfies certain ownership requirements and any employee who is an officer and whose Compensation for the Plan Year exceeds certain limits set by the IRS.

Rollover Contributions

If you participated in another qualified retirement plan before you were employed by the Employer, you can transfer (or rollover) any distribution made to you from that plan to this Plan provided all legal requirements (and any requirements imposed by the Administrator) with respect to such a transfer are satisfied. Do not withdraw funds from any other plan or account until you have received written approval from the Administrator to roll those funds over into this Plan.

If you do decide to make a rollover contribution and it is accepted by the Administrator, it will be kept in a separate Rollover Contribution Account established on your behalf. You will at all times have a 100% Vested Interest in all amounts credited to your Rollover Contribution Account.

You may withdraw up to 100% of your Rollover Contribution Account upon the earlier of (a) the date you are entitled to a distribution of your Plan Account, or (b) within an administratively reasonable time after you terminate employment. You may also request a withdrawal of all or any portion of your Rollover Contribution Account at any time prior to the dates described in (a) and (b) above. The Administrator may require up to 60 days notice in advance of the requested date of withdrawal. Any amount withdrawn may be redeposited to your Rollover Contribution Account as long as it continues to qualify as a Rollover Contribution except for the fact that it originated from this Plan.

18-22840-rdd Doc 1449-1 Filed 06/16/17 Entered 06/16/17 15:49:39 Exhibit A -Proofs of Claim Pg 19 of 68

BENEFIT UPON RETIREMENT

You will have a 100% Vested Interest in your Account if you reach Normal Retirement Age while you are still employed by us. Normal Retirement Age is the later of the date you reach age 65 or the date you complete at least five Years of Service. Your Account will be distributed within an administratively reasonable time after you terminate employment on or after Normal Retirement Age. At the time of distribution, you can elect for payment to be made in a lump sum or in installments.

BENEFIT UPON DISABILITY

If you become disabled before your Account is distributed, you are entitled to your Vested Interest. To be considered disabled, you must suffer a physical or mental condition that, in the opinion of a doctor approved by the Administrator, totally and permanently prevents you from engaging in any employment for pay or profit. Your Vested Interest will be distributed within an administratively reasonable time after you terminate employment because of the disability. At the time of distribution, you can elect for payment to be made in a lump sum or in installments.

BENEFIT UPON DEATH

If you die before your Account is distributed, your beneficiary is entitled to your Vested Interest. If you are married, your spouse is designated by law to be the beneficiary of 100% of your Vested Interest. Your spouse can waive in writing his or her statutory death benefit, in which case you can name another beneficiary to receive 100% of your Vested Interest. Your beneficiary can elect to receive your death benefit in either a lump sum or in installments unless you direct through a beneficiary designation form that the benefit be distributed in a specific form.

BENEFIT UPON TERMINATION OF EMPLOYMENT

If you terminate employment before Normal Retirement Age, or if you terminate employment before you die or become disabled, you will be entitled to receive your Vested Interest. Distribution will be made within an administratively reasonable time after you terminate employment. At the time of distribution, you can elect to have payment made in a lump sum or in installments.

DETERMINATION OF VESTED INTEREST

·: .

Your Vested Interest is the percentage of your Account to which you are entitled at any point in time. You will have a 100% Vested Interest in your Account if you reach Normal Retirement Age before you terminate employment with us. You will also have a 100% Vested Interest in your Account if you die or suffer a Disability before you terminate employment with us.

Your Vested Interest at any other time will be determined by the vesting schedule which immediately follows this paragraph based on the number of your Years of Service. In determining your Vested Interest, all Years of Service will be counted except those that are credited prior to the date you reach age 18. Any portion of your Account which is not vested when you terminate employment will be forfeited and will be used as described in the Plan.

Entered 06/16/17 15:49:39Pg 20 of 68

Years of Service	Vested Interest
1	0%
2	
3	0%
4	0%
5	100%

In any year in which the Plan is top heavy, the vesting schedule in the preceding paragraph will not apply. Instead, your Vested Interest will be determined by the vesting schedule which follows this paragraph. If the Plan ceases to be top heavy and the vesting schedule in the preceding paragraph again becomes effective, your Vested Interest as determined under the top heavy schedule cannot be reduced; and if you have at least three Years of Service at that time, you can elect to continue to have your Vested Interest computed under the top heavy schedule. Only the Years of Service used to determine your Vested Interest under the non-top heavy vesting schedule described above will be used to determine your Vested Interest under the top-heavy schedule following this paragraph.

Years of Service	Vested Interest
2	20%
3	40%
4	60%
5	
6	100%

PARTICIPANT LOANS

Under certain conditions, you will be permitted to borrow from the Plan. All loans will be made in accordance with the Participant Loan Policy established by the Administrator. If the Participant Loan Policy is not attached to this summary, you can obtain a copy from the Administrator.

INVESTMENT OF ACCOUNTS

You are permitted to direct how your Participant's Account and Rollover Contribution Account will be invested. Subject to any rules or procedures established by the Administrator, you can choose from a range of mutual funds, insurance company funds, and/or bank funds approved by the Trustees. You can switch between investment alternatives at any time by contacting the Trustees or their designee in writing or through an 800 number which will be made available to you. Any change you wish to make to your investment alternatives will go into effect as soon as practicable after the change is received by the Trustees or their designee.

All earnings and losses on your directed investments will be credited directly to your Account. At the appropriate time, the Employer will provide you with more detailed information about the directed investment alternatives permitted under the terms of the Plan's investment policy.

Investment results will reflect any fees or other investment expenses for the alternative investments that you select. You may request more information on fees associated with an Account from the Plan Administrator. Fees and expenses can fall into three basic categories:

3-22840-rdd Doc 1449-1 Filed 06/16/17 Entered 06/16/17 15:49:39 Exhibit A -Proofs of Claim Pg 21 of 68

- (a) Investment fees are generally assessed as a percentage of assets invested, and are deducted directly from your investment returns. Investment fees can be in the form of sales charges, loads, commissions, "12b-1" fees, or management fees. You can obtain more information about investment fees from the documents (such as a prospectus) that describe the types of investments that are available to you under this Plan.
- (b) Plan administration fees cover the day-to-day expenses for Plan record keeping, accounting, legal and trustee services, as well as additional services that may be available such as daily valuation, telephone response systems, internet access, retirement planning tools, and educational materials. In some cases, these costs are covered by investment fees that are deducted directly from investment returns. In other cases, these administrative fees are either paid directly by us as your Employer, or are passed through to the participants in the Plan, in which case a record keeping fee will be deducted from your Account.
- (c) **Transaction-based fees** are associated with optional services offered under the Plan, and are charged directly to your Account if you take advantage of a particular plan feature that may be available (now or in the future), such as a Plan loan.

Please Note: Any portion of an Account that is self-directed is intended to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974. This means that if you are permitted to exercise independent control over the investment of an Account, then the fiduciaries of the Plan, including the trustees, the Administrator and we as the Employer may be relieved of certain legal liabilities for losses which can result from your exercise of such control.

TAX WITHHOLDING ON PLAN BENEFITS

•: .

Due to the complexity and frequency of changes in the federal laws that govern benefit distributions, penalties and taxes, the following is only a brief explanation of the applicable law and IRS rules and regulations as of the date this summary is issued. You will receive additional information from the Administrator at the time of any benefit distribution, and you should consult your tax advisor to determine your personal tax situation before taking any distribution from the Plan.

Any distribution from this Plan that is eligible to be rolled over and that is directly transferred to another qualified retirement plan or to an individual retirement account (IRA) is not subject to income tax withholding. Generally, any part of a distribution from this Plan can be rolled over to another qualified plan or to an IRA unless the distribution (1) is part of a series of equal periodic payments made over your lifetime, over the lifetime of you and your beneficiary, or over a period of 10 years or more; or (2) is a minimum benefit payment which must be paid to you because you have reached age 70½. There are other distributions that cannot be rolled over, and you should contact the Administrator if you have questions about whether a distribution can be rolled over.

If you choose to have your Plan benefit paid to you and the benefit is eligible to be rolled over, you only receive 80% of the benefit payment. The Administrator is required by law to withhold 20% of the benefit payment and remit it to the Internal Revenue Service as income tax withholding to be credited against your taxes. If you receive the distribution before you reach age 59½, you may also have to pay an additional 10% tax. You can still rollover all or a part of the 80% distribution that is paid to you by putting it into an IRA or into another qualified retirement plan within 60 days of receiving it. If you want to rollover 100% of the eligible distribution to an IRA or to another qualified retirement plan, you must find other money to replace the 20% that was withheld.

You cannot elect out of the 20% withholding (1) unless you are permitted (and elect) to leave your benefit in this Plan, or (2) unless you have 100% of an eligible distribution transferred directly to an IRA or to another qualified retirement plan that accepts rollover contributions.

OTHER INFORMATION

Claims for Benefits

To make a claim for benefits, you must use the procedures described below. If you feel you are not receiving benefits to which you are entitled, you must file a written claim for benefits with the Plan Administrator. You may authorize someone (such as a family member or an attorney) to make a claim on your behalf. The Administrator will review your claim and determine whether your claim should be granted. The Administrator will notify you of its decision within 90 days after receiving your written claim. In certain cases, the Administrator may take up to an additional 90 days (for a total of 180 days) to review your claim. If the Administrator needs additional time to review your claim, you will be notified in writing within the initial 90-day period. If your claim is denied, you will receive a written or electronic notice explaining why your claim was denied. If additional information is needed, the notice will describe the information that is needed and will explain why it is needed. The notice will explain your right to request a review of the claim denial and your right to request arbitration if you request a review and your claim continues to be denied on review.

If your claim is denied, you can request a review of the denial as described below. If you do not request a review, the denial will be final, binding, and non-appealable. Your request for a review must be made in writing to the Administrator (or if we have appointed a separate Committee to oversee the Plan, to the Committee) within 60 days after you receive the Administrator's written or electronic notice of denial. If you request a review within this time period, the Administrator/Committee will review the claim and the denial and, after a full and fair review, determine whether your claim should continue to be denied. As part of the review, you have the right to submit written comments, documents, records and other information relating to your claim. You also have the right to request copies of any records or other information relevant to your claim. These copies will be provided to you free of charge. In reviewing your claim and the Administrator's denial of your claim, the Administrator/Committee will consider all information that you have provided, whether or not the Administrator reviewed the information in deciding your claim.

1

The Administrator/Committee will notify you of its decision. Generally, you will receive a written or electronic notice within 60 days after the Administrator/Committee receives your written request for review. However, in certain cases, the Administrator/Committee may need additional time to review your claim. If additional time is needed, the Administrator/Committee may take up to an additional 60 days (for a total of 120 days) to review your claim. If the Administrator/Committee needs additional time to review your claim, you will be notified in writing within the initial 60-day period. Also, if the Administrator/Committee meets once every calendar quarter (or more often), it may wait until its next regularly scheduled meeting (or the regularly scheduled meeting, if your request is not received more than 30 days prior to the next regularly scheduled meeting) to review your claim.

If special circumstances require an extension, you will receive a written notice within the initial period. If the extension is needed because you have not given the Administrator/Committee information it needs to review your claim, then the time period for the Administrator/Committee to review your claim may be suspended (i.e., not run) until you provide the requested information. If your claim is denied on review, you will receive a written or electronic notice explaining why your claim was denied. The notice will explain your right to receive, upon request and free of charge, copies of any documents and other information relevant to your claim. The notice also will explain your right to request arbitration. If you do not request arbitration, the Administrator/Committee's decision will be final, binding and non-appealable.

A written request for arbitration must be filed with the Administrator/Committee within 15 days after you receive the Administrator/Committee's decision. If a request for arbitration is timely filed, you and the Administrator/Committee will each name an arbitrator within 20 days after the Administrator/Committee receives your written request for arbitration. The two arbitrators will jointly name a third arbitrator within 15 days after their appointment. If either party fails to select an arbitrator within the 20 day period, or if the two arbitrators fail to select a third arbitrator within 15 days after their appointment, then the presiding judge of the county court (or its equivalent) in the county in which the principal office of the Sponsor is located will appoint such other arbitrator or arbitrators. The arbitrators must render a decision within 60 days after their appointment. The losing party must pay all costs of arbitration unless the decision is not clearly in favor of one party or the other, in which case the costs would be allocated as the arbitrators decide. The decision of the arbitrators is final, binding, and non-appealable.

Non-Alienation of Benefits

In general, your creditors cannot garnish or levy upon your Account, and you cannot sell. transfer, assign, or pledge your Account. There are two exceptions: (1) your Account must be pledged as collateral for a loan from the Plan; and (2) if you and your spouse separate or divorce, a court can direct through a qualified domestic relations order that up to 100% of your Account be transferred to another person (usually your ex-spouse or your children). The Plan has a procedure for processing domestic relations orders, which you can obtain from the Administrator free of charge.

Amendment or Termination

·: .

Although the Plan is intended to be permanent, the Employer can amend or terminate it at any time. Upon termination, all Participants will have a 100% Vested Interest in their Accounts as of the date of termination, and all Accounts will be distributed. If the Plan is amended or terminated, each Participant and each beneficiary receiving benefits will be notified in writing.

Your Account is not insured by the Pension Benefit Guaranty Corporation (PBGC) because the insurance provisions of the Employee Retirement Income Security Act do not apply to profit sharing plans. For more information on PBGC coverage, ask the Administrator or the PBGC. Written inquiries to the PBGC should be addressed to the Technical Assistance Division, PBGC, 1200 K Street NW, Suite 930, Washington, D.C. 20005-4026, or you can call (202) 326-4000.

Missing Payees or Beneficiaries

If the Administrator notifies a Participant or beneficiary that he or she is entitled to receive a benefit from the Plan and the Participant or beneficiary fails to make his or her whereabouts known in writing to the Trustee or Administrator or otherwise fails to claim the benefit, the benefit will be (1) treated as a forfeiture; or (2) directly rolled to an IRA established by the Administrator on behalf of the missing Participant or beneficiary; or (3) escheated to the State of New York.

STATEMENT OF ERISA RIGHTS

As a Participant in the Sound Shore Medical Center of Westchester Retirement Plan (the "Plan"), you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to:

- (a) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work-sites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- (b) Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.
- (c) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- (d) / Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (as defined elsewhere in this summary) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, who are called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits that is denied, in whole or in part, you have the right to use the Plan's claim procedures to request review of the claim and to request arbitration if your claim continues to be denied (in whole or in part) on review. If your claim for benefits is ignored, you may file suit in a state or Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration (formerly known as the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

For even more information, you can also contact the U.S. Department of Labor at its internet website at <u>http://www.dol.gov/ebsa/publications/wyskapr.html</u> where you can review a publication called "WHAT YOU SHOULD KNOW ... about your pension rights". If you would like a copy of that publication, you can call the Department of Labor toll free at (866) 444-3272.



1. Select the 'Print' button to print 1 copy of each label.

The Return Shipment instructions, which provide your recipient with information on the returns process, will be printed with the label(s).
 After printing, select your next step by clicking one of the displayed buttons.

Note:To review or print individual labels, select the Label button under each label image above.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex com.FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

13-22840-rdd Doc 1449-1 Filed 06/16/17 Entered 06/16/17 15:49:39 Exhibit A -Proofs of Claim Pg 27 of 68

CLAIM NO. 1444

13-22840-rdd Doc 1449-1 Filed 06/16/17 Entered 06/16/17 15:49:39 Proofs of Claim Pg 28 of 68

•

•

						Ì	ļ	
 	_	_	ť	 -				

00fs 0	f Claim	Pg 28	

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	ADMINISTRATIVE EXPENSE Administrative Expense Bar Date PROOF OF CLAIM January 31, 2014
	arising between May 29, 2013 and November 6, 2013 (the "Administrative Claim Period"). THIS FORM ENITLED TO PRIORITY IN ACCORDANCE WITH 11 U.S.C. 55 503(b) and 507(a)(2).
Indicate Debtor(s) against wl.ch you Name of Debtor (Check Only One): Case No. Sound Shore Medical Center of Westchester 13-22840 The Mount Vernon Hospital, Inc. 13-22841 Howe Avenue Nursing Home, d/b/aHelen and Michael Schaffer Extended Care Center 13-22842	assert a claim by checking the appropriate box(es) below. Name of Debtor (Check Only One): Case No. The M.V.H. Corporation SoundShore Health System, Inc. NRHIMC Services Corporation NNW Rochelle Sound Shore Housing LLC N-22845 New Rochelle Sound Shore Housing LLC
Name of Creditor (The person or entity to whom the debtor owes money or property) CONSULORIZING AUCHIQUEZ MD Name and Addresses Where Notices Should be Sent:	Check box if you are aware that anyone else has filed a proof of claim relating to your administrative expense claim. Attach copy of statement giving particulars.
Consuelo Deceriquez MD PO BOX 176-H Scarsdale NY 10583	Check bere if this claim: replaces or amends a previously filed administrative expense claim. Claim Number (if known): Dated:
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBT(R:	
	ral Injury/Wrongful Death
2. DATE DEBT WAS INCURRED (IF KNOWN):	
3. DESCRIPTION OF CLAIM (IF KNOWN): ACCINED SACK	time
	1,000,00
 CREDITS AND SETOFFS: The amount of all payments on this claim has been credited a this claim, claimant has deducted all amounts that claimant owes to debtor. SUPPORTINGDOCUMENTS: Attach copies of supporting documents, such as promissor running accounts, contracts, court judgments, or evidence of security interests. Do not se explain. If the documents are voluminous, attach a summary. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enc proof of claim. 	ty notes, purchase orders, invoices, itemized statements of and original documents. If the documents are not available, EFEB - 7 2014
8. Signature: Check the appropriate box.	
Tam the creditor. I am the creditor's authorized agent.	am the trustee, or the Debtor, or their uthorized agent. (See Bankruptcy Rule 3004.) I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.) and correct to the best-of my knowledge, information, and reasonable belief. 1 30/14 (Signature) (Date)
Telephone number: 9146339450	email: <u>NOAZCONC YALOO (COM</u> 00,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.
The attorneys for the Debtors and their court-appoint of claim PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: 43017-5982. IF BY HAND OR OVERNIGHT COURIER: Sound Shore Medical of W	IS FOR PROOF OF CLAIM FORM is agent, GCG, are not authorized and are not providing you with any legal advice. IF BY MAIL: Sound Shore Medical of Westchester, et al., c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio Vestchester, et al., c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. IF BY HAND: United States 5601; Attn: Clerk of the Court. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL

FILED - 01444 U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SOUND SHORE MEDICAL CENTER OF WESTCHESTER



-

,

ROBERT D. DRAIN

13-22840-rdd Doc 1449-1 Filed 06/16/17 Entered 06/16/17 15:49:39 Exhibit A -Proofs of Claim Pg 29 of 68

Consuelo Rodriguez M.D.

1/30/14

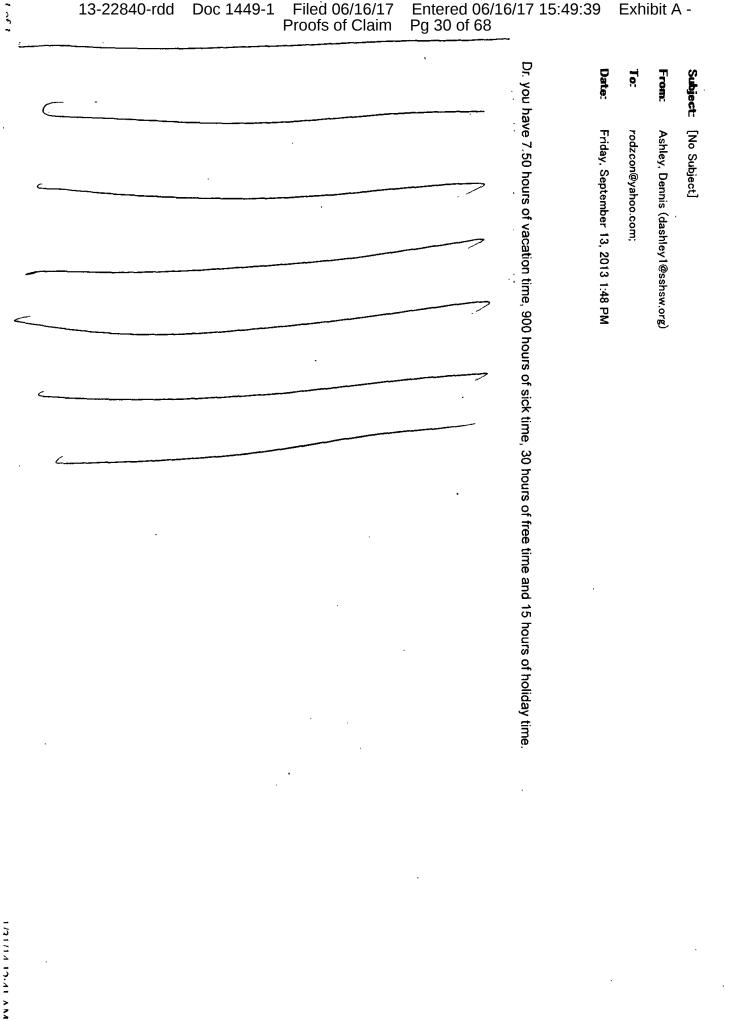
Full time SSMC physician employed since 8/1/1993

DOCUMENTS supporting claim.

 \sim

Email from Dennis Ashley VP Human Resources with current accrued sick time total 900 hours (120 days) during the administrative claim period.

-2-



* 1111A

יוווייייי חס הופר יוווווייז חווירייירווויוויריויווייווירווייוי ואוויייי בסטיב ביו וווחייק

13-22840-rdd Doc 1449-1 Filed 06/16/17 Entered 06/16/17 15:49:39 Exhibit A -Proofs of Claim Pg 31 of 68

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

ROUTING SHEET FOR CASES WITH CLAIMS AGENTS

Date: February 5, 2014

To: GCG, Inc. 1985 Marcus Avenue, Suite 200 Lake Success, NY 11042

From: Mimi Correa Deputy Clerk

1. a. Number of claims in this transmittal: 24

b. Case name (*if applicable*): <u>Sound Shore Medical Center, et al.</u>c. Description of claim: (Creditor name and amount of claim.)

LaTonya Buchanan	\$TBD
LaTonya Buchanan	\$TBD
LaTonya Buchanan	\$TBD
AAA Office Solutions	\$869.00
AAA Office Solutions	\$6,351.00
Janice Bistritz	\$5,630.60
Janice Bistritz	\$5,630.60
Sieman Healtheare	\$3,515.60
Sieman Healthcare	\$5,583.37
Consuelo Rodriguez MD	\$2,185.25
Consuelo Rodriguez MD	\$81,000.00
Anna Kazanekaya MD	\$13,415.58
Linda Williams MD	\$4,156.11
Daniel Pomerantz MD	\$10,834.00
Roger Coron	\$5,181.03
Kaineswari Laksh mi	\$1,730.76
Frank Tamaria MD	\$6,034.00
Prasanta 126 2	\$3,928.00
Jeffrey Leder on h	\$6,000.00
Michelle L. '. em	\$4,500.00
Stephen Jesurgian	\$69,230.00
Munima R. Jaikh	\$1,000.00
Danila Deli 👘	\$3,928.30
Margaret Leven MD	\$2,528.64 plus

2. a. Courier: Federal Express

b. Recipitant to pick up at Court

J. A.

CONFIRMATION BY RECIPIENT

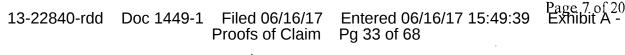
NOTE: The portion below is to be completed by recipient and returned to the Court by FAX [914-300-4073].

Date: _____

I have received the number and description of claims as indicated in line # 1.a. above.

Employee's name: ______ [Please print] Employee's signature:

Employee's relephone number: Name of Employer:





1. Select the 'Print' button to print 1 copy of each label.

The Return Shipment instructions, which provide your recipient with information on the returns process, will be printed with the label(s).
 After printing, select your next step by clicking one of the displayed buttons.

Note: To review or print individual labels, select the Label button under each label image above.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

13-22840-rdd Doc 1449-1 Filed 06/16/17 Entered 06/16/17 15:49:39 Exhibit A -Proofs of Claim Pg 34 of 68

CLAIM NO. 1538

مر بن	13-22840-rdd	Doc 1449-1	Filed 06/16/17	Entered 06/16/17 15:4	49:39	Exhibit A -
		U.S. BA	Proofs of Claim	RNDISTRICT OF NEW YOR		
•			SOUND SHORE MEDICAL CENTER	DE WESTCHESTER	I II FINAININ ITAIN T	n m in de re nning de la constant (se e de rober

ROBERT D. DRAIN



.

r

TINT				
UNI	TED STATES BANKRUPTCY COURT FOR THE SOUTHER	N DISTRICT	OF NEW YORK	PROOF OF CLAIM
	te of Debtor (Check Only One): bund Shore Medical Center of Westchester ne Mount Vernon Hospital, Inc. owe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Car ne M. V.H. Corporation bund Shore Health System, Inc. RHMC Services Corporation ww. Bachello Sound Shore Uservices LLC	re Center	Case No. 13-22840 13-22841 13-22842 13-22842 13-22843 13-22845 13-22845 13-22846	Your Claim is Scheduled As Follows:
	ew Rochelle Sound Shore Housing, LLC E: Other than claims asserting administrative priority under 11 U.S.C. § 5	(0.2/h)/(0) this for		UAN 232015
make of an	a claim for administrative expenses arising after the commencement of the administrative expense pursuant to 11 U.S.C. § 503(b).	case. You may fi	le a request for payment	
prop	e of Creditor (the person or other entity to whom the Debtor owes money or erty): Consuelo Rodriguez, M D		box to indicate that this ds a previously filed	
	e and address where notices should be sent:	Court Claim	Number	If an amount is identified above, you have a
	hael D. Brofman, Esq.	Courrectanin	Number.	claim scheduled by one of the Debtors as shown (This scheduled amount of your claim
	ss, Zarett, Brofman & Sonneklar, P.C.			may be an amendment to a previously
	3 New Hyde Park Road, Suite 211		(If known)	scheduled amount.) If you agree with the
New	v Hyde Park, NY 11042	Filed on:	(1) (1) (1)	amount and priority of your claim as scheduled by the Debtor and you have no other
Tele	phone number: (516) 627-7000			claim against the Debtor, you do not need to
	il Address. mbrofman@weisszarett.com			file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as
	e and address where payment should be sent (if different from above):	Check this	box if you are aware	any of DISPUTED, UNLIQUIDATED, or
	suelo Rodriguez, M.D.		else has filed a proof	CONTINGENT, a proof of claim MUST be
	Box 176-H		lating to this claim.	filed in order to receive any distribution in
	sdale, NY 10583	particulars.	y of statement giving	respect of your claim. If you have already
	phone number: (914) 633-9450	particulars.		filed a proof of claim in accordance with the attached instructions, you need not file again.
Ema 1.	Address: Amount of Claim as of Date Case Filed (May 29, 2013): \$629,701.40			attached histractions, you need not the again.
	If all or part of the claim is secured, complete item 4.			
	If all or part of the claim is entitled to priority, complete item 5.			
	If all or part of the claim arises from the value of any goods received by			
	case, in which the goods have been sold to the Debtor in the ordinary course	e of such Debtor s	s business, pursuant to TT	0.5.C. § $505(0)(9)$, complete tien o
	Check this box if the claim includes interest or other charges in addition	n to the principal	amount of the claim. Atta	ch a statement that itemizes interest or charges.
2.	Basis for Claim: Damages resulting from the termination of Creditor's	employment con	itract (salary, accrued si	ck leave, pension plan, malpractice coverage)
	(See instruction #2)		······	
3.	Last four digits of any number by which creditor identifies Debtor: 3	ia. Debtor may account as:	have scheduled	3b. Uniform Claim Identifier (optional):
	·	(See inst	ruction #3a)	(See instruction #3b)
4.	Secured Claim (See instruction #4)			and other charges, as of the time case
	Check the appropriate box if the claim is secured by a lien on property or a	right of setoff,	was filed, included in	secured claim, if any:
	attach required redacted documents, and provide the requested information.			S
	Nature of property or right of setoff: 🛛 Real Estate	Motor Vehicle		
	C Other		Basis for perfection:	
	Describe:			
	Value of Property: \$		Amount of Secured C	laim: \$
	Value of Property: S	Variable	Amount of Secured C	laim: \$
:	Value of Property: S	Variable	Amount of Secured C	laim: S S
5.	Value of Property: S Annual Interest Rate%		Amount Unsecured:	s
5.	Value of Property: S%	part of the claim	Amount Unsecured: falls into one of the follo	S
5.	Value of Property: \$%	part of the claim issions (up to C 180 days before	Amount Unsecured:	\$
5.	Value of Property: \$%	part of the claim issions (up to C 180 days before Debtor's	Amount Unsecured: falls into one of the follo Contributions to an emp plan – 11 U.S.C. § 507 (Other – Specify applica	S wing categories, check the box specifying loyee benefit a)(5). Amount entitled to priority:
5.	Value of Property: \$% □ Fixed or □ (when case was filed) Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any p the priority and state the amount. □ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). □ Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or	part of the claim issions (up to C 80 days before Sebtor's er is earlier – C	Amount Unsecured: falls into one of the follo Contributions to an emp plan – 11 U.S.C. § 507 (S wing categories, check the box specifying loyee benefit a)(5). Amount entitled to priority:
5.	Value of Property: \$	part of the claim issions (up to C 180 days before Debtor's er is earlier – C o	Amount Unsecured: falls into one of the follo Contributions to an emp plan – 11 U.S.C. § 507 (Other – Specify applica	S
5.	Value of Property: \$	part of the claim issions (up to C 180 days before Debtor's er is earlier – C o	Amount Unsecured: falls into one of the follo Contributions to an emp plan – 11 U.S.C. § 507 (Other – Specify applica	S
5.	Value of Property: \$	part of the claim issions (up to C 180 days before Debtor's er is earlier – C o J.S.C. §	Amount Unsecured: falls into one of the follo Contributions to an emp plan – 11 U.S.C. § 507 (Other – Specify applica of 11 U.S.C. § 507 (a)(S
5.	Value of Property: \$	part of the claim issions (up to 80 days before Debtor's er is earlier – 0 J.S.C. § with respect to ca claim arising fro	Amount Unsecured: falls into one of the follo Contributions to an emp plan – 11 U.S.C. § 507 (Other – Specify applica of 11 U.S.C. § 507 (a)(uses commenced on or after om the value of any good	S
	Value of Property: \$	part of the claim issions (up to 80 days before Debtor's er is earlier – 0 J.S.C. § with respect to ca claim arising fro	Amount Unsecured: falls into one of the follo Contributions to an emp plan – 11 U.S.C. § 507 (Other – Specify applica of 11 U.S.C. § 507 (a)(uses commenced on or after om the value of any good	S
	Value of Property: \$	part of the claim issions (up to C 80 days before Debtor's er is earlier – C o J.S.C. § with respect to ca claim arising fro the goods have b	Amount Unsecured: falls into one of the follo Contributions to an emp plan – 11 U.S.C. § 507 (Other – Specify applica of 11 U.S.C. § 507 (a)(uses commenced on or after om the value of any good been sold to the Debtor in	S

\$

.

Entered 06/16/17 15:49:39 13-22840-rdd Doc 1449-1 Filed 06/16/17 Exhibit A -

	Proofs of Cla	aim Pg 36 of 68
		- Modified B10 (GCG) (04/13)
8.		e claim, such as promissory notes, purchase orders, invoices, itemized statements of If the claim is secured, box 4 has been completed, and redacted copies of documents ion #8, and the definition of "redacted")] AY BE DESTROYED AFTER SCANNING.
9.	Signature: (See instruction #9) Check the appropriate box.	
,	I am the creditor I am the creditor's authorized agent.	ized agent (See Bankruptcy Rule 3004) I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005)
	I declare under penalty of perjury that the information provided in this claim is t Print Name: Akshara Kannan	rue and correct to the best of my knowledge, information, and reasonable belief. January 22, 2015
	TitleAttorney	(Signature) (Date)
	Company:Weiss, Zarett, Brofman & Sonnenklar, P.C Address and telephone number (if different from notice address above)	
	Telephone number; email:	akannan@weisszarett.com
	Penalty for presenting fraudulent claum: Fine of up to \$500,000 or	imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.
<i>exc</i> any PL 998	eptions to these general rules may apply. The attorneys for the Debtors and their legal advice. EASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS 82, Dublin, Ohio 43017-5982. IF BY HAND OR OVERNIGHT COURIER: S blin, OH 43017 ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR E THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS S	EPTEMBER 16, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)
		IS NOVEMBER 25, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME) in Proof of Claim Form
Co	urt, Name of Debtor, and Case Number:	5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):
The the	ese chapter 11 cases were commenced in the United States Bankruptcy Court for Southern District of New York on May 29, 2013 (the "Commencement te"). You should select the Debtor against which you are asserting your claim.	If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below) A claim may be partly priority and partly non-priority. For example, in some
	SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST CH DEBTOR.	of the categories, the law limits the amount entitled to priority. 6. Claim Pursuant to 11 U.S.C. § 503 (b)(9):
Fill of pro add ob!	editor's Name and Address: I in the name of the person or entity asserting a claim and the name and address the person who should receive notices issued during the bankruptcy case Please byde us with a valid email address. A separate space is provided for the payment dress if it differs from the notice address. The creditor has a continuing hgation to keep the court informed of its current address. See Federal Rule of	If you have a claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business, state the amount of such claim and attach documentation supporting such claim (See DEFINITIONS, below) 7. Credits:
1. Sta	nkruptcy Procedure (FRBP) 2002(g). Amount of Claim as of Date Case Filed: te the total amount owed to the creditor on the Petition Date. Follow the tructions concerning whether to complete items 4, 5 and 6 Check the box if	An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the Debtor credit for any payments received toward the debt.
	erest or other charges are included in the claim.	8. Documents: Attach redacted copies of any documents that show the debt exists and a lien
Sta loa not ser or	Basis for Claim: the type of debt or how it was incurred. Examples include goods sold, money ned, services performed, personal injury/wrongful death, car loan, mortgage le, and credit card. If the claim is based on delivering health care goods or vices, limit the disclosure of the goods or services so as to avoid embarrassment the disclosure of confidential health care information. You may be required to ovide additional disclosure if an interested party objects to your claim.	 Secures the debt. You must also attach copies of documents that show the debt evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential healthcare information. Do not send original documents, as attachments may be destroyed after scanning. 9. Date and Signature: The individual completing this proof of claim must sign and date it. FRBP 9011. If the
on	Last Four Digits of Any Number by Which Creditor Identifies Debtor: State ly the last four digits of the Debtor's account or other number used by the iditor to identify the Debtor.	claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your
Re inf scl	Debtor May Have Scheduled Account As: port a change in the creditor's name, a transferred claim, or any other formation that clarifies a difference between this proof of claim and the claim as neduled by the Debtor.	knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs
	. Uniform Claim Identifier: you use a uniform claim identifier, you may report it here. A uniform claim	from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney,

and provide both the name of the individual filing the claim and the name of the

agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

`,•

s,

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim

13-22840-rdd Doc 1449-1 Filed 06/16/17 Entered 06/16/17 15:49:39 Exhibit A -Proofs of Claim Pg 37 of 68

DEFINITIONS

Debtor

A Debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

before the date of the bankruptcy filing. See 11 U.S.C. § 101(10)

Claim

bankruptcy filing See 11 U.S.C. § 101(5). A claim setoff). may be secured or unsecured.

Proof of Claim

on the date of the bankruptcy filing. The creditor of the property on which the creditor has a lien. must file the form with GCG as described in the instructions above and in the Bar Date Notice.

Section 503(b)(9) Claim

any goods received by the Debtor within 20 days claims. before the date of commencement of a bankruptcy case in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of has the right to be paid from the property prior to other showing that the lien has been filed or recorded. creditors. The amount of the secured claim cannot A creditor is the person, corporation, or other entity exceed the value of the property. Any amount owed to Acknowledgment of Filing of Claim to whom the Debtor owes a debt that was incurred the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, A claim is the creditor's right to receive payment for a court judgment is a lien. A claim also may be secured a debt owed by the Debtor on the date of the if the creditor owes the Debtor money (has a right to

Unsecured Claim

A proof of claim is a form used by the creditor to requirements of a secured claim A claim may be partly indicate the amount of the debt owed by the Debtor unsecured if the amount of the claim exceeds the value

> Claim Entitled to Priority Under 11 U.S.C. § 507(a) claims that are paid from the available money or

Redacted

A document has been redacted when the person filing it Website has masked, edited out, or otherwise deleted, certain As the official claims agent, and in accordance with Federal digits of any social-security, individual's taxidentification, or financial-account number, only the person's date of birth. If the claim is based on the the Internet. delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Modified B10 (GCG) (04/13)

INFORMATION

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, the Debtor. The claim is secured so long as the creditor certificate of title, financing statement, or other document

To receive a date-stamped copy of your proof of claim form, please provide a self-addressed stamped envelope and a copy of your proof of claim form when you submit the original to GCG. You will also receive an acknowledgment letter from GCG after your proof of claim form has been processed.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or An unsecured claim is one that does not meet the more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the Debtor. These entities do not represent the bankruptcy court or the Debtor. The creditor has no obligation to sell its claim. However, if Priority claims are certain categories of unsecured the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions A Section 503(b)(9) claim is a claim for the value of property in a bankruptcy case before other unsecured of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court

Display of Proof of Claim on Case Administration

information. A creditor must show only the last four Bankruptcy Rule 9037(g), GCG will display the first page of your proof of claim form on the case administration website Please be aware that any personal information not otherwise initials of a minor's name, and only the year of any redacted on your proof of claim form will be displayed over

13-22840-rdd Doc 1449-1 Filed 06/16/17 Entered 06/16/17 15:49:39 Exhibit A -Proofs of Claim Pg 38 of 68 SONNENKLAR, P.C. A T T D R N E Y S A T L A W New Hyde Park, Ny 11042

SUITE 211 NEW HYDE PARK, NY 11042 PH: (516) 627-7000 FAX: (516) 877-1172 www.weisszarett.com

> AKSHARA KANNAN: ESO. akannan@weisszarett.com

January 22, 2015

<u>Via Federal Epxress</u> Sound Shore Medical Center of Westchester c/o GCG, Inc. 5151 Blazer Parkway, Suite A Dublin, OH 43017

Re: Case No. 13-22840 Sound Shore Medical Center of Westchester, Debtor <u>United States Bankruptcy Court, Southern District of New York</u>

Dear Sir\Madam:

Enclosed please find three (3) Proof of Claims for Joseph E. Casino, M.D., Michael Mandel, M.D. and Consuelo Rodriguez, M.D. in connection with the above referenced matter for filing.

Kindly stamp the enclosed copy of the first page of each of claim and return to the undersigned in the self-addressed stamped envelope provided.

Please contact the undersigned with any questions or comments.

Thank you for your prompt attention.

Very truly yours,

Akshara Kannan

AK:bt Enclosures GAMAMANDER (C LEI & POCS 01 22-15 docs

EXHIBIT A

EMPLOYMENT AGREEMENT CONSUELO RODRIGUEZ, M.D.

This AGREEMENT, effective as of the first day of May 1, 2013, between SOUND SHORE MEDICAL CENTER OF WESTCHESTER, 16 Guion Place, New Rochelle, New York 10802 (the "Medical Center") and CONSUELO RODRIGUEZ, M.D. residing 58 Crossway, Scarsdale, NY 10583 (the "Physician").

WHEREAS, the Medical Center is the operator of an acute care hospital facility in New Rochelle, New York and one of the clinical departments is the Department of Obstetrics/Gynecology ("Department"); and

WHEREAS, the Physician is duly licensed to practice medicine in the State of New York; and

WHEREAS, the Medical Center desires to secure the Physician's employment by the Medical Center and the Physician desires to commit herself to serve as an employee of the Medical Center on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, the Medical Center and the Physician agree as follows:

I. <u>APPOINTMENT</u>

1. The Medical Center shall employ the Physician to render professional medical/clinical services in the specialty of obstetrics and gynecology for the patients of the Medical Center and provide teaching and administrative services to the Medical Center upon the terms and conditions set forth herein.

2. The Physician shall comply with the Medical Center's Compliance Program and the Physician shall maintain such standards and meet such requirements as will, at all times, enable the Medical Center to maintain full accreditation by the Joint Commission; continuation of the Medical Center's licensure and operating certificate; and approval, accreditation and certification by applicable reviewing or certifying boards and/or agencies (such as the Accreditation Council on Graduate Medical Education) in connection with such post-graduate training programs as are or may be adopted by the Medical Center.

3. The Physician shall directly report to the Co-Directors of the Department.

4. The Physician may conduct a private medical practice in obstetrics and gynecology ("Practice") so long as such Practice does not interfere with her duties or responsibilities to the Medical Center. The Medical Center agrees that all income earned by the Physician from such outside activities shall be collected and retained by Physician.

II. DUTIES AND RESPONSIBILITIES

1. <u>Clinical Services</u>. Within the framework of the objectives, policies, and programs as are established from time to time by the Medical Center, Physician shall provide professional medical services at the Medical Center's clinics, in the specialty of obstetrics

Page 2 of 24

and gynecology, as more fully set forth on Attachment A, for a minimum of eight (8) hours per week and shall provide on-call coverage to perform professional medical services at the Medical Center as more fully set forth on Attachment A and as assigned by the Medical Center as follows: (y) first call one (1) in every five (5) days throughout the year, and (z) second call one (1) in every five days throughout the year for a period of twenty-four (24) hours on each day of on-call coverage. If the Physician is not present at the Medical Center during the Physician's on-call schedule, the Physician shall be on-site, if necessary, at the Medical Center for professional medical care within thirty (30) minutes of being called by the Medical Center.

2. <u>Teaching and Administrative Services</u>. In addition to providing clinical services as herein provided, Physician shall provide teaching and administrative services as more fully set forth on Attachment A, to be performed within the framework of the objectives, policies, and programs as are established from time to time by the Medical Center, and in all cases in consultation with and with the approval of Co-Directors of the Department.

3. <u>Hours/Time Card.</u> During the term of this Agreement, Physician shall be required to provide a minimum of thirty-seven and a half (37.5) hours per week to Physician's duties as set forth herein. Physician shall complete and submit an authenticated Time Card/Log, in the form annexed as **Attachment B**, to the Co-Director of the Department on a biweekly basis, documenting all time spent in the previous period. Physician shall not include on the Physician Time Card/Log any time spent providing professional services for which the Physician has billed Medicaid, or any third party payor or patient.

4. Billing. The Medical Center shall exclusively provide billing and collection functions for all professional services provided by the Physician under this Agreement at the Medical Center's clinics and for all professional services provided by the Physician at the Medical Center to clinic patients, Medicaid patients, and self-pay patients, but, to the extent permitted by law, such billing and collection shall be performed by the Medical Center, either directly or utilizing such contractors or subcontractors as the Medical Center may determine in its sole discretion. All fees and collection policies shall be determined by the Medical Center. Any fee collected by the Physician for professional services performed at the Medical Center's clinic and at the Medical Center for clinic patients, Medicaid patients, and self-pay patients in connection with this Agreement shall be immediately turned over to the Medical Center. The Physician authorizes the Medical Center to accept, or refuse to accept, on behalf of the Physician, any assignment of insurance benefits from any patient receiving professional services from the Physician pursuant to this Agreement. This Agreement shall constitute an assignment by the Physician to the Medical Center of all funds owing or collected for professional services rendered by the Physician at the Medical Center's clinics and at the Medical Center for clinic patients, Medicaid patients, and self-pay patients pursuant to the Agreement, and the Physician shall take all additional steps reasonably requested by the Medical Center to assist in the billing and collection of funds due for such professional services and to execute such additional documents as may be necessary, in the opinion of the Medical Center, or its counsel, to effectuate or evidence such assignment. All funds collected with respect to professional services rendered by the Physician at the Medical Center's clinics and at the Medical Center for clinic patients, Medicaid patients, and self-pay patients provided pursuant to this Agreement shall be the exclusive property of the

Page 3 of 24

Medical Center. Any funds collected by the Medical Center for professional services provided by the Physician to her private practice patients shall immediately be turned over to the Physician.

In the event this Agreement terminates for any reason, the Medical Center shall continue to have the right to bill for, collect and retain any and all patient care revenues for services rendered by the Physician at the Medical Center's clinics and at the Medical Center for clinic patients, Medicaid patients, and self-pay patients. The Physician hereby agrees to execute such additional documentation as may be necessary, in the opinion of the Medical Center or its counsel, to effectuate or evidence such assignment.

5. <u>Notification to Compliance Officer</u>. The Physician agrees to provide written notice to the Medical Center's Compliance Officer immediately if: (i) the Physician becomes aware that she is under investigation by any government enforcement agency in connection with (y) any alleged or suspected fraud or illegal billing practices arising out of any activity whatsoever, or (z) any services provided under Medicare, Medicaid, any other government payment programs for medical services, or any other third party payment program for health care services; or (ii) the Physician becomes aware that she is subject to any New York State disciplinary actions.

6. <u>Medical Staff Privileges</u>. As a condition of Physician's employment hereunder, Physician shall maintain active staff privileges at the Medical Center and comply at all times with the bylaws, rules and regulations of the Medical Center and its Medical Staff.

III. FACILITIES AND STAFF

The Medical Center shall provide such administrative/clerical/medical personnel, facilities, office and conference space, equipment, and supplies as is reasonably necessary and appropriate for the Physician to fulfill her duties and responsibilities hereunder.

IV. <u>COMPENSATION/BENEFITS</u>

1. In consideration of the duties and responsibilities being provided by the Physician to the Medical Center pursuant to this Agreement and contingent upon the Physician fulfilling the time requirements set forth in Article II, Section 3, the Physician shall receive an annual salary of One Hundred Eighty Thousand Dollars (\$180,000.00) payable in bi-weekly installments, subject to required withholdings and deductions, in accordance with the Medical Center's payroll practices from time to time.

2. The Medical Center and Physician agree that this Agreement will be subject to review periodically by the Medical Center so that such compensation and the term(s) of the Agreement (i) will be deemed compliant with Internal Revenue Service requirements applicable to tax exempt organizations, and (ii) are in compliance with all applicable Federal and state laws (including, without limitation, the Federal and State physician referral limitation contained in 42 USC 1394nn (Federal) and New York Public Health Law §238-a et seq. (State) and the respective regulations thereunder in a manner which allows the Medical Center and its affiliated entities to continue to receive referrals from Physician for and bill payors (including Medicare) for all services provided or ordered by Physician including, without limitation, what may be deemed "Designated Health

Page 4 of 24

Services" under the applicable Federal and State laws and regulations (referred to above)). If the Medical Center's health care and/or tax counsel determines at any time, that as a tax exempt entity, the total amount of Physician's compensation, including salary, fringe benefits and any and all other amounts payable to Physician pursuant to this Agreement and any other agreement or arrangement between Physician and the Medical Center (i) exceeds reasonable compensation for Physician's services and jeopardizes the tax exempt status of the Medical Center, or (ii) that the compensation structure hereunder would prohibit the Medical Center from accepting, providing or billing for services provided or ordered by Physician (including, without limitation, Designated Health Services), the Medical Center shall provide a written opinion of such counsel to Physician with an invitation to renegotiate the compensation formula set forth in this Section. Then and in such event, the parties agree to promptly commence renegotiations in good faith and amend the Agreement in order to bring it into compliance with any statutory tax, regulatory or reimbursement-related concerns, and to amend any portions hereof, whether such portions are deemed material or not, which make performance hereunder illegal, impossible or impractical, with the effective date of any such amendment to be retroactive to the effective date of such action. If agreement cannot be reached within sixty (60) days of the receipt of the other party's request to renegotiate (the "Renegotiation Period"), this Agreement will automatically terminate thirty (30) days following the end of the Renegotiation Period.

3. The compensation set forth in this Agreement is intended to be consistent with fair market value in arms-length transactions and is not determined in a manner that takes into account the volume or value of any referrals of business that may be otherwise generated by either party hereto. After due consideration, the parties hereto agree that the compensation constitutes fair market value for the services to be provided by the Physician hereunder. It is not a purpose of this Agreement to induce the referral of patients. No payment hereunder is in return for the referral of patients, and the parties may refer patients to any company or person providing services and will make any such referrals consistent with professional medical judgment and the needs and wishes of individual patients.

4. The Physician shall be entitled to fringe benefits similar to those customarily provided by the Medical Center to similarly situated employed physicians in accordance with the Medical Center's benefit package, as amended or revised from time to time by the Medical Center in its sole discretion. The current benefit policy is attached as **Attachment C**. Physician shall be entitled to paid holidays, vacation, sick days, and free days as set forth on **Attachment C**, and shall be entitled to one (1) week paid continuing medical education leave annually. The Physician shall be eligible to receive reimbursement from the Medical Center up to Three Thousand Dollars (\$3,000.00) annually for costs associated with continuing education, travel and professional meetings. These expenses will be reimbursed after pre-approval by the Medical Center provided that such request is accompanied by appropriate documentation.

5. Expenses incurred by the Physician for the Medical Center's benefit shall be reimbursed by the Medical Center after consideration and pre approval by the Medical Center in its sole discretion, provided such request for reimbursement is: (i) submitted to the Co-Director of the Department within three (3) months after such expenses were

i

incurred; and (ii) accompanied by documentation substantiating that such expenses were incurred for the Medical Center's benefit.

V. <u>INVENTIONS AND PATENTS</u>

è

Inventions, discoveries, improvements or patents which are legally protected and substantially developed by the Physician during his employment by the Medical Center (i) primarily using Medical Center facilities, staff or resources; or (ii) pursuant to a Medical Center venture or a Medical Center sponsored research program shall inure to the mutual benefit of the Physician and the Medical Center on a 50/50 basis. The Medical Center shall have no right or interest in any inventions, discoveries, improvements or patents which are legally protected and were substantially developed by the Physician prior to or after the date of the Physician's employment or which do not meet the conditions contained in (i) and (ii) above.

VI. <u>PROFESSIONAL LIABILITY COVERAGE</u>

During the term of this Agreement, as part of Physician's compensation hereunder, the Medical Center shall obtain and maintain professional liability insurance for Physician's services hereunder and for Physician's Practice activities in the minimum amount of \$1,300,000 per incident and \$3,900,000 in the aggregate with a New York State licensed insurance carrier. In the event such insurance is on a claims-made basis, upon expiration or termination of this Agreement, the Medical Center shall immediately provide tail coverage with respect to the Physician's services hereunder and for Physician's Practice activities during the term of this Agreement. The Medical Center shall pay for such policy within the required period stipulated by the insurance company. As a condition of such coverage, Physician is required to attend such educational classes as may be required by the Medical Center or the commercial insurance carrier. So long as New York State law requires hospitals to offer excess professional liability insurance to its primarily affiliated staff at no cost to the Physician, the Physician shall obtain such free layer of excess professional liability insurance in the maximum amount available to Physician. The Physician shall provide documentation to the Medical Staff Office of professional liability insurance. The obligation of the Medical Center shall continue as obligations of its successors or assigns, including any entity surviving after a merger, acquisition or reorganization. Consistent with the Medical Center's medical staff bylaws, the Physician shall provide the Medical Center with notice of each and every potential claim, or claim filed, against the Physician.

VII. TERM AND TERMINATION

1. The effective date of this Agreement shall be May 1, 2013 and shall continue for a period of one (1) year, unless sooner terminated as provided herein (the "Initial Term"). This agreement shall automatically renew for one (1) year periods unless either party provides the other with notice of non-renewal sixty (60) days prior to the expiration of the Initial Term or any such one (1) year renewal term (the "Renewal Term"), in which case this Agreement will termination upon the last day of the then existing term. The Initial Term and Renewal Term are collectively referred to herein as the "Term."

2. This Agreement may be terminated at any time upon the mutual agreement of the Rodriguez, Consuelo MD-Employment Agreement 2013

Page 6 of 24

2. This Agreement may be terminated at any time upon the mutual agreement of the parties.

3. This Agreement may be terminated at any time by either party without cause upon ninety (90) days prior written notice to the other party.

4. This Agreement may be terminated by the Medical Center without prior written notice at any time for Good Cause in the Medical Center's sole discretion, at which time the Physician's compensation shall cease. "Good Cause" shall mean:

a) Termination, curtailment, suspension or non-renewal of the Physician's medical staff appointment or privileges at the Medical Center in accordance with the medical staff bylaws, rules and regulations and policies of the Medical Center;

b) Suspension, limitation, or revocation of the Physician's license to practice medicine or prescribe medications in the State of New York;

c) Death or Disability of the Physician ("<u>Disability</u>" is hereby defined as the Physician's inability to carry out her obligations under this Agreement as determined by the Co-Director);

d) The Physician's material failure to comply with or breach of any term or provision of this Agreement and such failure or breach continues for thirty (30) days after written notice thereof by the Medical Center stating the specific failure or breach. If the nature of the failure or breach is such that greater than thirty (30) days is required to cure such failure or breach, then the Physician will be allowed a reasonable period of time to cure such failure or breach so long as the Physician commences performance of such cure within said thirty (30) day period, diligently pursues said cure to completion, and said cure is completed within sixty (60) days following the initial notice of the failure or breach;

e) Imposition on the Physician of sanctions by any governmental agency resulting in an exclusion or suspension of the Physician from participation in Medicare, Medicaid or any governmental reimbursement program;

f) The Physician's failure to qualify for malpractice insurance coverage;

g) The abuse or habitual use of alcohol or other drugs by the Physician which in the opinion of the Medical Center impairs, or may in the future impair, the ability of the Physician to provide the services required by the Physician under this Agreement, or which may otherwise have an adverse impact on the Medical Center;

h) The Physician is convicted of a felony related to the practice of medicine;

i) The Physician fails to complete the Medical Center's training and education requirements as required by the Medical Center's corporate compliance program;

Page 7 of 24

j) The Physician's failure to accurately and timely submit her Physician Time Card/Log in accordance with Article II Section 3; or

k) At the Medical Center's discretion, if the Physician takes any action or actions that (i) creates, or may create, a threat to the health, safety, and/or welfare of the Medical Center's patients, (ii) demonstrates a failure to carry out the Physician's professional responsibilities hereunder, or (iii) is otherwise contrary to the best interest and welfare of the Medical Center and/or its patients.

5. This Agreement may be terminated by the Physician, upon written notice to the Medical Center, at any time for Physician Good Reason. "Physician Good Reason" shall mean:

a) The loss by the Medical Center of its operating certificate; or

c) The Medical Center's material failure to comply with any material term or provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof by the Physician stating the specific failure or breach. If the nature of the failure or breach is such that greater than thirty (30) days is required to cure such failure or breach, then the Medical Center will be allowed a reasonable period of time to cure such failure or breach so long as the Medical Center commences performance within said thirty (30) day period, diligently pursues said cure to completion, and said cure is completed within sixty (60) days following the initial notice of such failure or breach. For purposes of this Agreement, any isolated, insubstantial and inadvertent action taken by the Medical Center in good faith and which is remedied by the Medical Center promptly after receipt of notice thereof given by the Physician shall not constitute a Physician Good Reason.

6. Upon termination of this Agreement for any of the reasons set forth herein, the Physician shall be entitled to receive the accrued but unpaid compensation owed hereunder as of the date of termination of this Agreement and no other compensation.

7. The Physician's medical staff membership and privileges shall, at the option of the Medical Center, terminate concurrently with the termination or expiration of this Agreement. Any provision of the Medical Center's policies to the contrary notwithstanding, the Physician and the Medical Center agree (a) that the Medical Center has no duty to provide notice, hearing or review in connection with the termination of suspension of the Physician's medical staff membership and privileges hereunder as a result of the Physician's termination of employment, and (b) that the Physician hereby waives any notice, hearing or review regarding the termination of medical staff privileges due to the termination or expiration of this Agreement.

VIII. <u>CONFIDENTIALITY</u>

During the term of this Agreement and at all times hereafter, the Physician shall not disclose to any person (other than to an employee of the Medical Center or other professional performing services for the Medical Center or any other person to whom disclosure is reasonably necessary or appropriate in connection with the performance by the Physician of her duties or is otherwise required by law) any confidential information obtained by her while in the employ of the Medical Center with respect to any of the Medical Center's finances, contractual arrangements, product designs, inventions, processes, patents, provision of services, marketing techniques, business plans, internal memoranda, reports, audits, patient surveys, employee surveys, operating policies, quality assurance materials, fees, names of and other information concerning the Medical Center's patients and referral sources, and other such materials or records of a proprietary nature (collectively, "Confidential Information"), provided, however, that Confidential Information shall not include any information known generally to the public or any information of the type not otherwise considered confidential by persons engaged in the same business or a business similar to that conducted by the Medical Center or any information disclosed by a third party not bound by a confidentiality agreement with the Medical Center or duty of confidentiality to the Medical Center. The terms of this Article VIII shall survive the termination or expiration of this Agreement.

IX. <u>REPRESENTATIONS AND COVENANTS</u>

1. The Medical Center warrants and represents that (i) it is a not-for-profit corporation duly organized and validly existing pursuant to the laws of the State of New York; (ii) it is licensed as a general hospital pursuant to Article 28 of the Public Health Law; (iii) it shall comply with all applicable federal, state, and local statutes, rules and regulations.

2. The Physician warrants and represents that (i) she shall maintain membership in good standing on the Medical Center's Medical Staff with appropriate and requisite privileges in accordance with Medical Center policies; (ii) she shall perform satisfactorily and to the best of her ability the functions and duties of his position and comply with the bylaws, rules and regulations, policies and procedures of the Medical Center and its Medical Staff including the Medical Center's Compliance Program; (iii) she shall comply with all applicable federal, state, and local statutes, rules and regulations; (iv) she holds and shall continue to hold a valid and unlimited license and registration to practice medicine in the State of New York; (v) she is board certified in obstetrics and gynecology and hold and maintain in good standing, such board status; (vi) she holds and maintains and will continue to hold and maintain a currently valid Drug Enforcement Agency certification; and (vii) she has never been sanctioned under Medicare, Medicaid, or any other federal health program.

X. PATIENT MEDICAL RECORDS

1. The Physician shall maintain and file accurate and complete medical records in form and content consistent with Medical Center policies and procedures as established from time to time. The medical records shall at all times remain the property of the Medical Center. The Physician shall have access to such medical records consistent with Medical Center policies and procedures established from time to time, but in no event will the Medical Center deny reasonable access for the purposes of patient care, billing, collection, malpractice cases or other services consistent with the Physician fulfilling his duties hereunder. The parties agree to maintain the medical records consistent with Medical Center policies and federal, state and local laws, rules and regulations.

Page 9 of 24

2. The Physician agrees that she shall comply with the statutory requirements concerning the privacy and security of identifiable health information as governed under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any regulations promulgated thereunder and the Physician agrees to execute any and all further documents and/or agreements in furtherance of such requirements. The Physician's obligations under this Article X shall survive the termination or expiration of this Agreement for any reason whatsoever.

XI. <u>NOTICES</u>

All notices, consents or communications required or permitted hereunder, or otherwise given by one party to the other, shall be in writing and shall be deemed given when received by personal delivery, certified or registered mail, postage prepaid, return receipt requested, or sent by express courier or facsimile to the parties as follows:

To the Medical Center:

Sound Shore Medical Center of Westchester 16 Guion Place New Rochelle, New York 10802 Attention: John R. Spicer, President and Chief Executive Officer cc: John P. Mamangakis, Sr. Vice President, Operations

To the Physician.

Consuelo Rodriguez 58 Crossway Scarsdale, NY 10583

A party may change the persons and addresses to which notices or other communications are to be sent by the methods stated above, provided that notice or such changes shall be effective only upon receipt.

XII. <u>MISCELLANEOUS</u>

1. This Agreement shall not be changed, modified, or amended except by a writing signed by each of the parties hereto, and shall not be discharged except by performance in accordance with its terms or by a writing signed by the parties hereto, and no waiver hereunder shall be effective unless in writing by the party to be charged.

2. This Agreement and any Attachments hereto set forth the entire Agreement and understanding between the parties as to the matters contained herein, and merges and supersedes all prior discussions, agreements and understandings of every kind and nature among them. No party shall be bound by any condition, definition, warranty, or representation other than as expressly provided for in this Agreement.

3. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected

Page 10 of 24

unless the invalid provision substantially impairs the benefits of the remaining portions of this Agreement.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflicts of laws.

The headings of the Articles and Sections contained in this Agreement are 5. inserted for convenience only and in no way define, limit or prescribe the intent of this Agreement.

6. Neither party may assign this Agreement without the prior written consent of the other party provided, however, that the Medical Center may assign this Agreement to any successor or any affiliated entity without the consent of the Physician. This Agreement and all documents executed pursuant hereto arc binding upon and shall inure to the benefit of the parties, their respective successors, and permitted assigns.

The parties hereto agree to execute such other documents as may be required to 7. implement the terms and provisions and fulfill the intent of the Agreement.

8. No waiver by either party hereto of any condition of this Agreement or of a breach by the other party of any term or covenant contained in this Agreement, whether by conduct or otherwise, at any time or in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such condition or breach of any similar or dissimilar term or covenant set forth in this Agreement, and such waiver shall not operate or be construed as a waiver of any subsequent breach or violation. Moreover, the failure of either party to exercise any right hereunder shall not bar the later exercise thereof, and no act, delay, or omission done, suffered or permitted by any party hereto shall be deemed to exhaust any right, remedy or power of such party.

9. Both parties shall comply with all applicable state and federal nondiscrimination laws and not discriminate against any patient in the manner or quality of services provided on the basis of age, race, national or ethnic origin, color, gender, sexual orientation, creed, disability, source of payment or type of illness or condition.

10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery by facsimile or electronic means shall bind each of the parties.

The use of the masculine, feminine or neuter gender and the use of the singular 11. and plural shall not be given the effect of any exclusion or limitation in this Agreement.

No amount paid hereunder is intended to be, nor shall it be construed to be, an 12. inducement or payment for referral of, or recommending referral of, patients between the parties. Neither party is obligated by anything stated in this Agreement to refer patients to the other party.

The Physician acknowledges and agrees that any employee (including the 13. Physician) who provides patient care items or services at the Medical Center will comply Rodriguez, Consuelo MD - Employment Agreement 2013

13-22840-rdd Doc 1449-1 Filed 06/16/17 Entered 06/16/17 15:49:39 Exhibit A -Proofs of Claim Pg 50 of 68

Page 11 of 24

with the Medical Center's Compliance program, including its Conflict of Interest Policy (Attachment D), the training related to the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b and the Stark Law, 42 U.S.C. § 1395nn. The Physician acknowledges receipt of the Medical Center's Code of Conduct and its Stark Law and Anti-Kickback Policies and Procedures. The Physician and the Medical Center both certify that in the performance of this Agreement, neither party shall violate the Stark Law or the Anti-Kickback Statute.

[Remainder of this page intentionally left blank]

١

13-22840-rdd Doc 1449-1 Filed 06/16/17 Entered 06/16/17 15:49:39 Exhibit A - Proofs of Claim Pg 51 of 68

Page 12 of 24

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

By: resident

Consuelo Rodriguez, M.D

Rodriguez, Consuelo MD - Employment Agreement 2013

ATTACHMENT A

Position Description – Ob/Gyn Attending Physician

Clinical Responsibilities:

- 1. Participate in clinic services (including patient care, clinical documentation and follow-up phone calls) on a weekly basis.
- 2. Consult on obstetric/gynecological cases for teaching purposes.
- 3. Provide 24 hour on call (first call and second call) coverage of emergency room, labor and delivery, inpatient services and consultation, including clinic and unaffiliated patients.
- 4. Perform the following professional services during on-call coverage schedule: (a) Respond to all medical requests from labor and delivery and emergency room including all unassigned patients; (b) Round daily on all post-partum service patients; (c) Round daily on all gynecological post-surgical patients; and (d) perform all circumcisions for service patients.

Administrative Responsibilities:

- 1. Assist in developing, organizing, implementing and supervising the Medical Center's Obstetrics/Gynecology Service.
- 2. Assist in developing a community relations program and educational series to promote the Obstetrics/Gynecology Services with referring physicians.
- 3. Participate in marketing programs to promote the Obstetrics/Gynecology Service with prospective patients.
- 4. Advise on appropriate equipment for the Obstetrics/Gynecology Service and assist in ordering of such equipment.
- 5. Participate in meetings with Medical Center staff and management personnel and other physicians regarding current, new or prospective payment matters related to the Obstetrics/Gynecology Service.
- 6. Participate in short-term and long-term planning, including budget development, in conjunction with the Obstetrics/Gynecology Service.
- 7. Conduct quality improvement review of the Obstetrics/Gynecology Service.
- 8. Ensure compliance with guidelines and standards of the Accreditation Council on Graduate Medical Education, the Joint Commission, the American Medical Association, the American Hospital Association and other advisory/regulatory organizations, as required.
- 9. Perform such other administrative duties in connection with the Obstetrics/Gynecology Service as may be requested.

Teaching Responsibilities:

- 1. Organize and participate in biweekly case conferences.
- 2. Participate in biweekly rounds.

Page 14 of 24

- 3. Participate in teaching residents and other professional students as assigned by the Co-Directors.
- 4. Organize periodic rounds throughout the year on topics related to obstetrics/gynecology, if requested.

Rodriguez, Consuelo MD - Employment Agreement 2013

<u>ATTACHMENT B</u> <u>Physician Time Card Log</u>

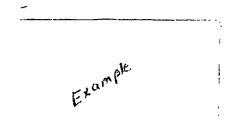
:

Timecard/Time Log

Please insert the description for the hours worked each day on the reverse side of this card.

- T = Teaching
- A = Administrative
- C = Clinic Services
- P = Professional Services

By signing the timecard you are certifying that the hours worked are directly related to the Employment Agreement that you have with the Medical Center and that you have not billed Medicare or any third party payor or patient separately for any of these hours.



_	IN	ουτ	Ang Hrs OT Hrs.	SUMMAR	Y HOURS
Su				Regular	1
M				O.T. Reg	1
Т,	· ;		G	O.T. Prem	
w	<u>.</u>		A	Sick	
т	. ر سرسو			Vecation	
F	·			Hol, Aag.	
s				Hol. Prem.	
Su				Other	
M				TOTAL HOURS	14
т			C.	Comments:	
w					
т	÷		I		
F					
S.					
101	AL PAID H	OURS			
	yse Syriaky weer Signetu		Sector y		<u>4</u>
			つわさ で	n. L. cl	•

Page 16 of 24

ATTACHMENT C

Fringe Benefits for Physicians and Non-Union Employees

- 1. Statutory Disability Insurance
- 2. Workers Compensation

3. Life Insurance:

- a) \$25,000 for employees working 37.5 hours per week
- b) \$10,000 for employees working 30 but less than 37.50 hours per week
- c) \$5,000 for employees working 22.5 but less than 30 hours per week
- d) \$3,000 for employees working 18 but less than 22.5 hours per week
- 4. **Paid Time Off** (vacation, holiday, free days and sick time)
 - a) <u>Employees working 37.5 hours per week</u> receive 20 vacation days, 12 sick days, 8 holidays and 4 free days per calendar year. Unused time off expires at each year end. Unused sick time is carried over from year to year up to a maximum of 120 days.
 - b) Employees working more than 7.5 hours per week but fewer than 37.5 hours per week receive prorated time off.
 Unused sick time is carried over from year to year on a prorated basis.
- 5. Health Insurance (hospitalization, medical, surgical, major medical)
 a) Employees working 37.5 hours per week are eligible for health insurance, dental and prescription drug coverage for themselves on the first of the month following 3 full months of employment. They are eligible for dependent coverage including dental and prescription drug coverage on the first of the month following 6 full months of employment.

b) Employees working 30 hours but less than 37.5 hours per week are eligible for hospitalization, medical/surgical, major medical for themselves and their dependents on the first day of the month following 6 months of employment. Employees and their dependents are eligible for dental and prescription drug coverage on the first day of the month following 5 full years of employment.
c) Employees working 22.5 hours but less than 30 hours per week are eligible for hospitalization, medical/surgical, major medical for themselves on the first day of the month following 6 full months of employment. Dependents are eligible for hospitalization medical/surgical, major medical on the first day of the month following 5 full years of employment.

d) <u>Employees working 18 hours but less than 22.5 hours per week</u> are eligible for hospitalization coverage for themselves on the first day of the month following 6 full months of employment.

e) <u>Health Insurance Coverage Cost</u>: Employees seeking to participate in health insurance are required to contribute to the premium costs based on salary as follows:

Cost to Employee for participation in health insurance program:

Page 17 of 24

i) If annual salary is between \$46,736.00 and \$49,999.99 the annual employee contribution is \$375 (individual coverage) or \$750 (employee + 1 family member) or \$937.50 (employee + 2 or more family members).

ii) If annual salary is more than \$50,000 but less than \$80,000 then the annual employee contribution is \$469 (individual coverage) or \$938 (employee + 1 family member) or \$1,172.50 (employee + 2or more family members).

iii) If annual salary is more than \$80,000 but less than \$105,000, then the annual employee contribution is \$938 (individual coverage) or \$1,875 (employee + 1 family member) or \$2,343.75 (employee + 2 or more family members).

iv) If annual salary is more than \$105,000 but less than \$125,000, the annual employee contribution is \$1,875 (individual coverage) or \$3,750 (employee + 1 family member) or \$4,687.50 (employee + 2 or more family members).

v) If annual salary is more than \$125,000 the annual employee contribution is \$2,000 (individual coverage) or \$4,000 (employee +1 family member) or \$5,000 (employee + 2 or more family members).

6. Free Parking

7. All benefits are subject to change.

Page 18 of 24

ATTACHMENT D Conflict of Interest

Policy:

Sound Shore Health System has a Conflict of Interest Policy which applies to all management personnel. The questionnaire should be completed and submitted annually to the Compliance Officer.

This policy imposes requirements on employees of Sound Shore Health System that are often more stringent than those mandated by law, reflecting our goal of conducting ourselves with the highest level of integrity. SSHS expects that all employees will cooperate in implementing and complying with this policy. Ultimately, the responsibility for ethical behavior rests with each of us in the exercise of our independent judgment.

SSHS also expects each employee to recognize and avoid activities and relationships that involve or might appear to involve conflicts of interest and behavior that may cause embarrassment to SSHS or compromise its integrity.

Principles:

The following principles are intended to guide employees in maintaining compliance with this policy:

- SSHS and its employees will abide by the letter and spirit of all applicable laws and regulations. Infractions, including theft or any type of personal dishonesty, will not be tolerated. The willingness of each of us to raise ethical and legal concerns is essential.
- SSHS and its employees will act in such a manner that the full disclosure of all facts related to any activity will reflect favorably upon SSHS.
- SSHS will deal fairly and honestly with those who are affected by our actions and treat them as we would expect them to treat us if the situation were reversed.
- SSHS will undertake only those activities that will withstand public scrutiny and not pursue any course of action that involves a violation of the law or these principles.
- Employees will disclose to the Compliance Officer any real or potential conflicts of interest for administrative review.
- SSHS will promote relationships based upon mutual trust and respect and will provide an environment in which individuals may question a practice without fear of adverse consequences.

Employee Loyalty:

13-22840-rdd Doc 1449-1 Filed 06/16/17 Entered 06/16/17 15:49:39 Exhibit A -Proofs of Claim Pg 58 of 68

Page 19 of 24

SSHS expects its employees to serve SSHS with undivided loyalty. Each employee is expected to devote his or her full time and ability to SSHS's interest during employment hours and during whatever additional time may be properly required in connection with an employee's job duties. SSHS further expects that employees will use assets of SSHS only for hospital business.

SSHS requires every employee to put the interests of SSHS ahead of any other business or commercial interest that the employee may have as an individual.

Employment or personal business commitments outside regular hours of employment are prohibited if these would tend to impair an individual's ability to meet his or her regular job responsibilities to SSHS.

Conflict of Interest:

It is contrary to SSHS policy for an employee, or any member of his or her immediate family, to hold a financial or management interest in, or maintain a relationship with a vendor, supplier, customer of SSHS or any enterprise that extends financing accommodations to, or receives such accommodations from, SSHS or any other entity that does business with SSHS unless such interest is fully disclosed to the Compliance Officer and the employee is able to remove himself or herself from any position capable of influencing or affecting the business relationship between SSHS and the entity in which or with whom the employee has the interest or relationship. An employee shall **not** be deemed to have an interest in or relationship with any corporation, firm, association, or other entity whose securities are publicly traded solely because he owns less than 5 percent of such company's shares.

It is contrary to SSHS policy for an employee to do business with or hire a relative (or a company with which a relative is associated) on behalf of SSHS unless the facts are disclosed and written approval is received in advance from the Chief Financial Officer and/or the Compliance Officer.

No employee of SSHS shall accept any valuable gift, whether in the form of a service, loan, thing, or promise from any person, firm, entity or business where such gifts is intended to influence business dealings with SSHS.

All Employees should avoid situations in which a conflict of interest, or the appearance of a conflict could arise.

Page 20 of 24

Reflecting the Health System's goal of conducting business in an ethical manner with the highest level of integrity and, as part of the compliance program, all health system affiliates who are Board Members, members of the Management Staff, and employed members of the Medical Staff are required to complete a conflict of interest questionnaire on an annual basis. Results are compiled and sent to the Compliance Office for review. Thank you in advance for your cooperation.

Please complete the conflict of interest questionnaire.

1. Please read the Conflict of Interest Policy and the Code of Conduct and indicate whether you have done so by choosing:

Ves 🗆 No

2. Pursuant to the Sound Shore Health System Conflict of Interest/Confidentiality Policy, I hereby certify the following:

- 1. I am an employed physician of Sound Shore Health System, Inc. ("Sound Shore Health System") or an affiliate of Sound Shore Health System.
- 2. I have received, read and understand the Conflict of Interest Policy and agree to comply with my obligations under the Policy.
- 3. I have received, read and understand the Code of Conduct and agree to comply with my obligations under the Code.
- 4. I agree to maintain the confidentiality of all matters which are sensitive or proprietary relating to Sound Shore Health System or to any Sound Shore Health System Affiliate;
- 5. I understand that Sound Shore Health System and any tax-exempt Sound Shore Health System Affiliates are charitable organizations and that in order to maintain their federal tax exemption they must engage primarily in activities that are charitable in nature and accomplish one or more of their tax-exempt purposes.

Yes 🗆 No

If you check (No) please explain:

3. Non-Financial Interests: Organizational Relationships

Please indicate in the space below all organizations or businesses where you or a family member serve in a fiduciary role (e.g. officer, director, committee member, elected or appointed official), and where the organization's interests may compete or otherwise be in conflict with the interests of Sound Shore Health System. Also, please identify organizations where you play a leadership role, and where the organization's interests or philosophy may be contrary to the interests or philosophy of the Sound Shore Health System.

I have no Organizational Relationships to report Organizational Relationship

Page 21 of 24

I have the following Organizational Relationship(s) to report (please include: (1) name of organization, (2) type of relationship, (3) person with the relationship, and (4) the title)

Please specify:

4. **Financial Interests:**

List all direct and indirect financial interests (as defined below) that you, your family or any business entity related to you or your family either have currently or have had within the past 5 years.

A covered individual shall be deemed to have a "financial interest" if the individual has, directly or indirectly, through business, investment or family relationship:

- a. An ownership or investment interest in any entity with which Sound Shore Health System has, or is considering to have, a transaction or arrangement, or;
- b. A compensation arrangement with Sound Shore Health System or with any entity or individual with which Sound Shore Health System has, or is considering to have, a transaction or arrangement, or;
- c. A potential ownership, investment interest, or compensation arrangement with any entity or individual with which Sound Shore Health System is negotiating, or considering to negotiate, a transaction or arrangement.

Compensation includes direct and indirect remuneration, loans and gifts or favors that are substantial.

The following are examples of issues that should be reported:

- 1. EXAMPLE: (Board Member): ABC MRI, Inc.; I am part owner; Sound Shore Health System and ABC currently have two lease arrangements; \$100,000+ annual estimated value
- 2. EXAMPLE: XYZ Investment Firm; brother is a partner in the firm; potential compensation arrangement with Sound Shore Health System (no agreement currently in place)
- 3. EXAMPLE: Ownership or part-ownership in a community business with which Sound Shore Health System conducts business

J I have no financial interest to report

I have the following personal financial interests to report (please include: (1) name of company or entity, (2) person with the arrangement, (3) type of financial interest, and (4) estimated $\$ value)

Please specify:

Page 22 of 24

5. Non-Financial Interests: Family or Close Personal Relationships

Please indicate in the space below any individuals that you directly or indirectly supervise in the Health System and with whom you have a family or close personal relationship.

 \mathbf{Q}' I have no Family or close Personal Relationships to report

I have the following Family or Close Personal Relationship(s) to report: (for each relationship please include: (1) name of individual, (2) nature of relationship, and (3) the individual's position in SSHS)

Please Specify:

6. Gifts, Favors or Entertainment:

List any substantial gifts, favors or entertainment received by you, your family or any entity related to you or your family in the last year that might reasonably be perceived as being given to influence you in the performance of your duties on behalf of Sound Shore Health System.

The following are examples of issues that should be reported:

• EXAMPLE 1: Vendor paid for box seats for your children to attend a MLB play-off game.

EXAMPLE 2: Gift certificate from a vendor for dinner at a 5-Star restaurant.

I have no Gifts, Favors or Entertainment to report

I have the following Gifts, Favors or Entertainment to report (for each, please identify: (1) Name of Individual or Entity Giving Gift, Favor or Entertainment, (2) type of gift, favor or entertainment, (3) name of recipient, date, and (4) estimated dollar value)

Please Specify:

•

7. Other Personal Interests:

Please indicate in the space below whether there are any other personal interests or activities involving you or any family member that could compromise, or appear to compromise, your fiduciary duty of loyalty on behalf of Sound Shore Health System.

I have no Other Personal Interests to report

I have the following Other Personal Interests to report

Page 23 of 24

Please Specify:

8. Exclusion From Federal Health Care Programs:

Please indicate in the space below whether you are currently debarred, suspended, excluded or otherwise ineligible to participate in any Federal Healthcare program.

 \Box' I am NOT currently debarred, suspended, excluded or otherwise ineligible to participate in any Federal or State Healthcare program

 \Box I am currently debarred, suspended, excluded or otherwise ineligible to participate in any Federal or State Healthcare program.

Please provide details of debarment, suspension or exclusion

Please Specify:

9. Criminal Offense Related to Health Care:

Please indicate in the space below whether you have ever been convicted of a criminal offense related to the provision of health care items or services.

 $\cancel{1}$ I have NEVER been convicted of a criminal offense related to the provision of health care items or services

 \Box I have been convicted of the following criminal offense related to the provision of health care items or services (please explain and include: offense, date of conviction, and state where offense occurred)

Please Specify:

Responsibility to Disclose:

On an on-going basis, I agree to disclose to the Corporate Compliance Officer potential conflicts of interest that may arise in the course of my official duties on behalf of Sound Shore Health System.

Responsibility to Cooperate and Resolve Conflicts:

Page 24 of 24

I agree to provide all necessary information to enable Sound Shore Health System to determine the materiality of a potential conflict of interest. I also agree to assist Sound Shore Health System to resolve any potential conflicts.

To confirm, please print your full name & sign below:

Consuel Rodrigeer 4D Print Name

13-22840-rdd

Doc 1449-1 Filed 06/16/17 Proofs of Claim

Entered 06/16/17 15:49:39 Exhibit A - Pg 64 of 68



MEDICAL CENTER OF WESTCHESTER

December 17, 1999

Consuelo Rodriguez, MD Sound Shore Medical Center of Westchester 16 Guion Place New Rochelle, NY 10802

Dear Dr. Rodriguez:

Pursuant to the employment agreement dated 9/5/94, and currently in force with respect to your professional duties on behalf of Sound Shore Medical Center of Westchester, you have been provided with an individual, occurrence-based, medical liability insurance policy with limits of \$1 million per occurrence and \$3 million in the aggregate.

As of July 1, 1999, Sound Shore Medical Center of Westchester replaced this policy with a "claims-made" policy. Please be advised that the material aspects of your malpractice coverage, including the scope of the activities that are covered, the monetary limits, the locations of your practice with respect to which, and for which coverage is provided will remain the same, as will your contractual obligation to maintain eligibility for coverage and all other contractual obligations of Sound Shore Medical Center of Westchester and yourself with respect to malpractice insurance.

The Medical Center shall provide you with "claims made" professional liability insurance coverage related to your assigned hospital duties hereunder as a full time obstetrician and gynecology attending in the Department of Obstetrics and Gynecology and covering your private practice activities. Such coverage shall be in amounts of \$1 million per occurrence and \$3 million as an annual aggregate. You shall provide the Medical Center with notice of each claim or potential claim of professional liability against you related to activities at the Medical Center of which you receive notice.

Upon expiration of this Agreement or its termination for any reason, the Medical Center shall immediately purchase tail liability insurance that will provide you with coverage with respect to performance of your duties hereunder and in connection with your private practice activities during the term of the Agreement. The Medical Center shall pay for such policy within the required period stipulated by the insurance company. The obligations of the Medical Center shall continue as obligations of its successors or assigns, including any entity surviving after a merger, acquisition or reorganization.

2

Please sign below to indicate your acknowledgment and acceptance of this modification to your employment agreement.

Sincerely,

SOUND/SHORE MEDICAL CENTER OF WESTCHESTER By: 60 Douglas O. Landy Executive Vice President Chief Operating Officer

AGREED TO AND ACCEPTED BY:

Consuelo Rodrig z Mľ

Dated / 2/20/99

13-22840-rdd Doc 1449-1 Filed 06/16/17 Entered 06/16/17 15:49:39 Exhibit A -Proofs of Claim Pg 66 of 68

EXHIBIT B

13-22840-rdd Doc 1449-1

Consuelo L. Rodriguez, MD

P.O. Box 176H

Scarsdale, NY 10583



Medical Liability Mutual Insurance Company • Two Park Avenue • New York, NY 10016

Account Type: Extended Reporting Endorsement Due Date: 01/12/2014 Minimum Amount Now Due: \$96.858.00 Invoice Number: 0 Invoice Date: 11/13/2013 Account Number: MP0432261TLA Policy Administrator: Consuelo L. Rodriguez, MD Named Insured: Consuelo L. Rodriguez, MD Policy Number: NY-PZ-PC-3372240-ND Policy Period: 07/01/1999 - 11/06/2013 Policy Type: PL for Healthcare Professionals Limits: \$1,300,000/\$3,900,000 Specialty: Obstetrics and Gynecology County: Westchester

For questions about your bill call the Underwriting Services Dept. at 212-576-9880.For other inquiries call: 212-576-9670

ACCOUNT SUMMARY

	Balance Forward	Current Charges	Payments and Adjustments	Finance Charge*	Total Balance	Minimum Amount Now Due	
***	\$0.00	\$290,572.00	\$0.00	S0.00	\$290,572.00	\$96,858.00	

BUDGET PLAN SCHEDULE

01.0002001.4				
01/05/2014	\$96,858.00	50.00	\$0.00	\$96,858.00
01/05/2015	\$96,857.00	\$15,497.00	\$0.00	\$112,354.00
01/05/2016	\$96,857.00	\$7,749.00	\$0.00	\$104,606.00

*Finance charge is 8% A.P.R.

Note: There is an Outstanding Earned Premium of \$14,108.00 due on your policy.

See reverse side for transaction history.

Detach along perforation. Return below portion with your payment. Be sure to write the account number on your check.

MLMSC

Invoice Number: 0 Invoice Date: 11/13/2013 Policy Administrator: Consuelo L. Rodriguez, MD Policy Number: NY-PZ-PC-3372240-ND Named Insured: Consuelo L. Rodriguez, MD Account Number: MP0432261TLA Due Date: 01/12/2014

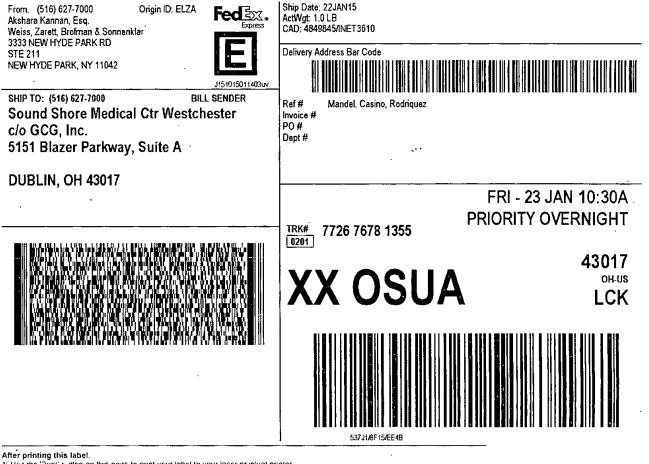
Please check here for address changes and indicate on reverse Mail To:

Medical Liability Mutual Insurance Company PO Box 7247-7232 Philadelphia, PA 19170-7232

Т	otal Am	ount Du	e
	\$290,57	2.00	
Minimur	n Amou	nt Now	Due
	\$96,858	.00	
A m	ount Fr	alacad	

MACEVEDO-741050712-

Filed 06/16/17the Entered 06/16/1715.49.39 EXhibit A-13-22840-rdd Doc 1449-1 Proofs of Claim Pg 68 of 68



1' Use the 'Print' button on this page to print your label to your laser or inkjet printer

2 Fold the printed page along the nonzontal line 3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned

Warning. Use only the ponted original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could resúlt in additional billing charges, along with the cancellation of your FedEx account number. Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com FedEx

will not be responsible for any claim in excess of \$100 per package whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a limety claim Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannol exceed actual documented loss Maximum for items of extraordinary value is \$1,000, e.g. jeweiry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see curront FodE> Service Guide.

13-22840-rdd Doc 1449-2 Filed 06/16/17 Entered 06/16/17 15:49:39 Exhibit B -Proposed Order Pg 1 of 3

EXHIBIT B

13-22840-rdd Doc 1449-2 Filed 06/16/17 Entered 06/16/17 15:49:39 Exhibit B -Proposed Order Pg 2 of 3

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

-----X

SOUND SHORE MEDICAL CENTER OF WESTCHESTER, <u>et al</u>.,

Chapter 11

Case No.: 13-22840 (RDD)

Debtors.

-----Х

ORDER GRANTING PLAN ADMINISTRATOR'S OBJECTION TO PROOFS OF <u>CLAIM FILE BY OR ON BEHALF OF DR. CONSUELO RODRIGUEZ</u>

Upon the objection, dated June 16, 2017, of the Plan Administrator appointed in these cases (the "<u>Objection</u>") for entry of an order, pursuant to Section 502(b) of title 11, United States Code (the "<u>Bankruptcy Code</u>"), Rule 3007(d) of the Federal Rules of Bankruptcy Procedure seeking entry of an order disallowing and expunging proofs of claim numbers 938, 1444, and 1538 on the Debtors' official claims register (collectively, the "<u>Claims</u>") filed on behalf of Dr. Consuelo Rodriguez ("<u>Dr. Rodriguez</u>"), all as more fully described in the Objection; and due and sufficient notice of the Objection having been provided to Dr. Rodriguez and her counsel at the addresses set forth on the Claims; and it appearing that no other or further notice need be provided; and no responses having been filed to the Objection; and a hearing on the Objection having been held on July 18, 2017; and the Court having found and determined that the relief sought in the Objection is in the best interests of the Debtors, their estates, creditors, and all parties in interest and that the legal and factual basis set forth in the Objection establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED, that the relief requested in the Objection is granted to the extent provided herein; and it is further

ORDERED, that, pursuant to Section 502(b) of the Bankruptcy Code, the Claims are hereby disallowed and expunged; and it is further

ORDERED, that all rights of the Plan Administrator to object to any surviving claims against the Debtors, whether asserted or unasserted by or on behalf of Dr. Rodriguez are hereby reserved; and it is further

13-22840-rdd Doc 1449-2 Filed 06/16/17 Entered 06/16/17 15:49:39 Exhibit B - Proposed Order Pg 3 of 3

ORDERED, that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: July __, 2017 White Plains, New York

> HONORABLE ROBERT D. DRAIN UNITED STATES BANKRUPTCY JUDGE

13-22840-rdd Doc 1449-3 Filed 06/16/17 Entered 06/16/17 15:49:39 Notice of Objection to Proofs of Claim filed by or on behalf of Dr. Consuelo Ro Pg 1 of 2

Hearing Date: July 18, 2017 at 10:00 a.m. (Prevailing Eastern Time) Objection Deadline: July 11, 2017 at 4:00 p.m. (Prevailing Eastern Time)

GARFUNKEL WILD, P.C.

111 Great Neck Road Great Neck, New York 11021 Telephone: (516) 393-2200 Facsimile: (516) 466-5964 Burton S. Weston Adam T. Berkowitz Phillip Khezri

Counsel for the Estates and Plan Administrator

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

SOUND SHORE MEDICAL CENTER OF WESTCHESTER, et al¹.

Chapter 11 Case No. 13-22840 (RDD)

Debtors.

(Jointly Administered)

NOTICE OF THE PLAN ADMINISTRATOR'S OBJECTION TO PROOFS OF CLAIM FILED BY OR ON BEHALF OF DR. CONSUELO RODRIGUEZ

PLEASE TAKE NOTICE, that Monica Terrano, the Plan Administrator appointed in

the above-captioned cases, filed an objection (the "Objection") seeking the entry of an order

disallowing and expunging proofs of claim numbers 938, 1444, and 1538 filed by or on behalf

of Dr. Consuelo Rodriguez.

PLEASE TAKE NOTICE, that a hearing on the Objection will be held before the

Honorable Robert D. Drain, United States Bankruptcy Judge for the Southern District of New

York, 300 Quarropas Street, White Plains, New York 10601 on the 18th day of July 2017 at

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number include: Sound Shore Health System, Inc. (1398), Sound Shore Medical Center of Westchester (0117), The Mount Vernon Hospital (0115), Howe Avenue Nursing Home, Inc., d/b/a Helen and Michael Schaffer Extended Care Center (0781), NRHMC Services Corporation (9137), The M.V.H. Corporation (1514) and New Rochelle Sound Shore Housing, LLC (0117). There are certain additional affiliates of the Debtors who are not debtors and have not sought relief under Chapter 11.

13-22840-rdd Doc 1449-3 Filed 06/16/17 Entered 06/16/17 15:49:39 Notice of Objection to Proofs of Claim filed by or on behalf of Dr. Consuelo Ro Pg 2 of 2

10:00 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard, to consider the entry of an Order approving the relief requested in the Objection and granting such other and further relief as is just and proper.

PLEASE TAKE FURTHER NOTICE, that objections, if any, to the relief requested in the Objection must be in writing, stating in detail the reasons therefor, and must be filed with the Clerk of the Bankruptcy Court, with a hard copy provided to the Clerk's Office at the Court for delivery to the Chambers of the Honorable Robert D. Drain, and shall be served upon (i) Garfunkel Wild, P.C., 111 Great Neck Road, Great Neck, New York 11021, Attention: Burton S. Weston, Esq., Adam T. Berkowitz, Esq., and Phillip Khezri, Esq., counsel to the Estates and Plan Administrator; (ii) Farrell Fritz, P.C., 622 Third Avenue, Suite 37200, New York, New York 10017 Attention: Martin G. Bunin, Esq., counsel to the Post Effective Date Committee; and (iii) the Office of the United States Trustee for the this district, so as to be received by all such parties no later than July 11, 2017 at 4:00 p.m.

PLEASE TAKE FURTHER NOTICE, that if no objections are timely served and filed as set forth above, the relief requested in the Objection may be granted without further notice.

Dated: June 16, 2017

GARFUNKEL WILD, P.C. *Counsel for the Estates and Plan Administrator*

By: <u>/s/ Adam T. Berkowitz</u> Burton S. Weston Adam T. Berkowitz Phillip Khezri 111 Great Neck Road Great Neck, NY 11021 (516) 393-2200