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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:	:	
	:	
SAINT VINCENTS CATHOLIC MEDICAL	:	Chapter 11
CENTERS OF NEW YORK d/b/a SAINT VINCENT	:	Case No. 05-14945 (ASH)
CATHOLIC MEDICAL CENTERS, <i>et al.</i> ,	:	(Jointly Administered)
	:	
Reorganized Debtors.	:	
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**STIPULATION AND ORDER
REDUCING AND ALLOWING PROOF OF CLAIM
NUMBER 2551 OXFORD HEALTH PLANS (NY), INC.**

WHEREAS, on July 5, 2005 (the "Filing Date"), Saint Vincents Catholic Medical Centers of New York d/b/a Saint Vincent Catholic Medical Centers ("SVCMC") and the other above captioned reorganized debtors (collectively, the "Debtors"), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York (the "Court");

WHEREAS, on July 27, 2007, the Court entered an Order confirming the Debtors' First Amended Chapter 11 Plan of Reorganization (the "Plan");

WHEREAS, pursuant to section 7.2(a) of the Plan, the Debtors have the authority to settle, compromise or otherwise resolve any disputed claim;

WHEREAS, on March 29, 2006, Oxford Health Plans (NY), Inc. ("Claimant") filed proof of claim no. 2551 against SVCMC (the "Proof of Claim") as a general unsecured claim in the amount of \$114,598.78 for alleged overpayments on health insurance claims from Empire to SVCMC prior to the Filing Date;

WHEREAS, on July 25, 2007, the Debtors filed their ninth omnibus application for an Order disallowing and expunging certain claims filed against the Debtors' estates (the "Ninth Omnibus Objection"), pursuant to which the Debtors objected to the Proofs of Claim on the grounds that they were not supported by the Debtor's books and records;

WHEREAS, on August 9, 2007 Oxford filed a response (the "Response") to the Ninth Omnibus Objection;

WHEREAS, the hearing on the Ninth Omnibus Objection and the Response was adjourned as to the Proof of Claim to allow Claimant additional time to provide the Debtors with supporting documentation for the Proof of Claim;

WHEREAS, counsel for the parties have engaged in arm's length negotiations and have exchanged information regarding the Proof of Claim; and

WHEREAS, the parties have determined that it is in their best interests to reduce and allow the Proof of Claim upon the terms set forth herein.

NOW, THEREFORE, IT IS HEREBY STIPULATED TO, AND AGREED BY AND BETWEEN THE UNDERSIGNED PARTIES AS FOLLOWS:

1. This stipulation (the “Stipulation”) constitutes an agreement between the parties and shall be effective immediately upon it being “So Ordered” by the Court (the “Effective Date”).

2. On the Effective Date, the Response shall be deemed withdrawn.

3. A one-time distribution shall be made in the amount of \$35,000 (the “One-Time Distribution”) in full satisfaction of the Proof of Claim and the Proof of Claim shall not be subject to further challenge, counterclaim, offset, reduction, or reclassification (the “Allowed Claim”).

4. In consideration for the One-Time Distribution, Claimant forever waives any and all future distributions under the Plan.

5. The Debtors’ claims agent, Epiq Bankruptcy Solutions LLC f/k/a Bankruptcy Services LLC, shall take such action as is necessary and appropriate to reflect that the Allowed Claims are listed on the claims register that it maintains for these cases.

6. Upon the Effective Date, Claimant hereby releases the Debtors from any and all claims in this case (as defined in section 101(5) of title 11 of the United States Code), other than such obligations that may exist under the Plan or this Stipulation.

7. This Stipulation constitutes the entire agreement between the parties with respect to the Proof of Claim, and supersedes all other prior agreements and understandings, both written and oral, between the parties.

8. This Stipulation may not be modified, amended or terminated, nor any of its provisions waived, except by an agreement in writing signed by each of the parties.

9. The agreements, terms and provisions contained in this Stipulation shall be binding upon, and inure to the benefit of, the parties and their respective legal representatives, predecessors, successors and assigns, including any trustee appointed in these chapter 11 cases, or in a converted chapter 7 case.

10. The Court shall retain jurisdiction to hear any matters or disputes arising from or relating to this Stipulation.

11. The signatories below represent that they are authorized to enter into this Stipulation.

12. This Stipulation may be executed in any number of counterparts, each of which shall be deemed as an original, but all of which taken together shall constitute one in the same instrument. Additionally, signature pages delivered via facsimile shall be deemed original.

DATED: New York, New York
January 28, 2010

SAINT VINCENTS CATHOLIC MEDICAL
CENTERS OF NEW YORK D/B/A SAINT
VINCENTS CATHOLIC MEDICAL
CENTERS, *et al.*,
By their Conflicts Counsel,
TOGUT, SEGAL & SEGAL LLP
By:

/s/Howard P. Magaliff
FRANK A. OSWALD

HOWARD P. MAGALIFF
One Penn Plaza, Suite 3335
New York, New York 10119
(212) 594-5000

DATED: New York, New York
January 28, 2010

OXFORD HEALTH PLANS (NY), INC.
By their Counsel,
ROBINSON & COLE LLP
By:

/s/Christopher J. Major
Christopher J. Major
885 Third Ave
28th Floor
New York, New York 10022
(212) 451-2900

SO ORDERED on this 29th day of January 2010
in Poughkeepsie, New York

/s/ Cecelia Morris
HONORABLE CECELIA G. MORRIS
UNITED STATES BANKRUPTCY JUDGE