

Fill in this information to identify the case:

Debtor 1 FAYETTE MEMORIAL HOSPITAL ASSOCIATION INC.
Debtor 2 N/A
(Spouse, if filing)
United States Bankruptcy Court for the: SOUTHERN District of INDIANA
Case number 18-07762-JTG-11

RECEIVED
MAY 01 2019
BMC GROUP

Official Form 410
Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach 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. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

SHIV SUMAN KAPUR
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

Where should payments to the creditor be sent? (if different)

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

SHIV SUMAN KAPUR MD
Name
6536 SUNNY DRIVE
Number Street
MASON OH 45040
City State ZIP Code

- SAME -
Name
Number Street
City State ZIP Code

Contact phone 513 417 9538 Contact phone _____

Contact email SSUMKAP@HOTMAIL.COM Contact email _____

CAN I MAIL ELECTRONIC NOTICES
Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

No
 Yes. Claim number on court claims registry (if known) _____

Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

No
 Yes. Who made the earlier filing? _____

FMHA POC
00108

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No BUT THEIR EIN NO. IS 35-090074
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 4158.17 Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

FOR SERVICE - ACP FEES / OAKS CONF (including Medical Education, WRVU BONUS 2017/2018 - \$1669.24 → \$1924.93

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.

Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Amount entitled to priority

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that 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.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04 26 2019
MM / DD / YYYY

Signature 

Print the name of the person who is completing and signing this claim:

Name SHIV SUMAN KAPOR
First name Middle name Last name

Title MD

Company -
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 6336 SUNNY DRIVE
Number Street

MARCN OH 45040
City State ZIP Code

Contact phone 513 417 9838 Email SSUMKAP@HOTMAIL.COM

PREBANKRUPTCY

OVERDUE PAYMENTS TO SHIV S. KAPoor MD

1. ACP FEES \$ 575.00
2. CHALKSTONE CME \$1924.93
3. WRVU BANK \$ 1669.24
2017/2018

\$ 4158.17



American College of Physicians
190 N Independence Mall West, Philadelphia, PA, 19106-1572, USA
Phone: 800-525-4546 Fax: 215-351-2799 E-mail: cosiserv@aacp.org

ACKNOWLEDGEMENT/RECEIPT

Date: 19-Sep-2018

Ship-To: 00086751-0

Order Number: 8002583525
Order Date: 02-Mar-2018
Invoice Number :

Shiv S Kapoor, MD
1728 Virginia Ave
Connersville IN 47331

Product	Fulfil Status	Status	Qty	Unit Price	Unit Discount	Coupon	Adjustment	Total
ACP/DMEMBER-ACP - Member 01-Jul-2018 to 30-Jun-2019	Active	Active	1	505.00	0.00	0.00	0.00	505.00
ACP/INMANDUES-ACP - Indiana Mandatory Dues 01-Jul-2018 to 30-Jun-2019	Active	Active	1	70.00	0.00	0.00	0.00	70.00
ACP/INVOLCTRB-ACP - Indiana Voluntary Contribution 01-Jul-2018 to 30-Jun-2019	Active	Active	1	50.00	0.00	0.00	-50.00	0.00
Shipping:								0.00
Tax:								0.00
Total :								575.00
Paid To Date								-575.00
Current Amount Due :								0.00

Credit Card Information:

*****1001

American Express



Lifelong Learning • Continuing Education

2700 Corporate Drive, Suite 100
Birmingham, AL 35242
800-633-4743
www.oakstone.com



Account: 5040859
Shiv Kapoor
6536 Sunny Dr
Mason OH 45040

Amount Due:

\$.00

Customer: 5040859
Shiv Kapoor
6536 Sunny Dr
Mason OH 45040

****Items****

Invoice	Product	Onum/Line	Copies	PO #	Sales	S-H	Tax	Payment	Net
7622461	IMM	428509/1	1		1799.00	.00	125.93	1924.93	.00
07/30/2018	CMEinfo Insider								
Payment Reference ID: *****1001									

TOTAL DUE: \$.00

PLEASE PAY \$ 1924.93 FOR
OAKSTONE CONTINUING
MEDICAL EDUCATION

THANKS

SK
SHIV S KAPOOR MD

("Compensation"). The Parties acknowledge that the Compensation was not determined in a manner that takes into account, directly or indirectly, the volume or value of any referrals or business otherwise generated between the Parties; is to the best knowledge of each Party consistent with fair market value for the services to be rendered; and would be commercially reasonable even if no referrals were made to Hospital. The Compensation shall be paid in installments in accordance with the Policies of Hospital relating to payroll and shall be subject to applicable tax withholdings. The Compensation (subject to modification pursuant to Section 3.5 of this Agreement) shall constitute the full and complete compensation payable to Physician in consideration for Physician's performance of Services under this Agreement.

4.2 Benefits.

(a) Except as expressly modified by this Agreement, Physician's eligibility for employee benefits shall be determined by, and in accordance with the terms of, Hospital's standard benefit policies and plans (collectively, the "Plans"), which Plans may be modified, suspended, or terminated at any time at Hospital's discretion.

(b) Physician shall be eligible for earned time off ("ETO") for vacation, illness, continuing medical education ("CME"), or other absences as described in attached Schedule 4.2(b). The use of ETO is subject to the Hospital's consent, which shall not be unreasonably withheld, and the availability of appropriate coverage for Physician during Physician's absence. Physician is able to roll over 80 hours of unused ETO per contract year but may not accumulate more than 320 hours of ETO at any given time.

(c) Physician will not be paid for any unused ETO during employment or upon separation of employment, regardless of the reason employment ends. Physician shall coordinate vacation, CME and other scheduled absences in such a manner as to ensure adequate coverage at all times throughout the Contract Year. The use of *locum tenens* coverage will be used for emergency purposes only, unless approved in advance (minimum of thirty (30) days) by the President or his/her designee.

→ (d) Physician shall be eligible for reimbursement of up to Four Thousand Dollars (\$4,000.00) per Contract Year for CME expenses relating to Physician's Specialty and/or for professional license and/or registration fees, dues, and/or assessments actually incurred by Physician and necessary for Physician to perform Services pursuant to this Agreement. As a condition of reimbursement, Physician must comply with Policies of Hospital relating to reimbursement of expenses, including but not limited to documentation. The amount available for reimbursement is not employment compensation, and Physician will not be paid for any unused amounts during employment or upon separation of employment, regardless of the reason employment ends.

(d) Because Physician has maintained the same professional liability coverage for several years, Hospital shall pay Physician premiums for maintaining his professional liability insurance, including tail coverage provided such insurance qualifies Physician as provider under the Indiana Medical Malpractice Act (I.C. 34-18 et seq) with respect to the provision of Professional Services as contemplated herein and protects the Hospital to the Hospital's satisfaction..

(e) Physician shall be eligible for a Sign-On Bonus as described in Schedule 4.2(e) of this Agreement.

KAPOOR

#10

Lisa Huntington

From: Randy White
Sent: Friday, January 19, 2018 11:23 AM
To: Cindy Rapp; Sam Bell; Lisa Huntington
Subject: Kapoor RVU true up

19109

Due to errors in calculations at ORS I have went back in and reviewed the amount of money we owe Dr Kapoor.

Here is the overall math

For his FY'18 he earned an overall amount of \$26,909.85. We overpaid \$6,190.64 in FY'17 which need to be adjust backwards. I have already requested \$6,145.54 a few weeks ago. After those two true ups we still owe him \$14,574.00. Please pay him ~~\$14,574.00~~ to close out his fiscal year 18.

Pursuing excellence,

7

(A)

4/26/19

\$ 6145.54 check WAS NEVER PAID TO DR KAPOOR. 91 IS OVERDUE,

Randall A. White
Randall A. White, FACHE
Fayette Regional Health System
President and CEO
1941 Virginia Avenue
Connersville, IN 47331
Office (765) 827-7987
Fax (765) 827-7775
E-Mail: randyw@fayetteregional.org

out of \$ 6145.54, only \$ 4476.30 PAID on 5/4/2018

SO OVERDUE BONUS \$6145.54 - \$4476.30

PRERANKRUPTCY = \$ 1669.24

Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	
552	527	629	570	491	318	552	547	318	653	361	5989
488	488	488	488	488	488	488	488	488	488	488	5856
64	39	141	82	3	-170	64	59	-170	165	-127	
\$3,331.20	\$2,029.95	\$7,339.05	\$4,268.10	\$156.15	-\$8,848.50	\$3,331.20	\$3,070.95	-\$8,848.50	\$8,588.25	-\$6,610.35	TOTAL
											\$6,922.65

-2446.35

-687060

\$447630

\$1176330

SCHEDULE 4.1

Base Salary. In consideration for the Services provided by Physician pursuant to this Agreement, Physician shall be paid a base salary at an annual rate of [REDACTED]

Additional Compensation. Physician is eligible to receive additional compensation based on a wRVU Compensation Model utilizing Work Relative Value Units (wRVUs). If Physician maintains a wRVU level above 5856 for Internal Medicine Services performed during the Contract Year, then Physician will be eligible for additional compensation calculated as follows: [the amount by which Physician's wRVUs for Internal Medicine Services during the Contract Year exceed 5856] x \$52.05.

Illustration:

Actual wRVUs for Internal Medicine Services during the Contract Year is 5996.

$$5996 - 5856 = 140$$

$$140 \times \$52.05 = \$7,300.00$$

Physician is paid an additional \$7,300.00, less applicable withholdings

Because this Agreement is replacing the 2012 Employment Agreement, the initial Contract Year for determining whether 5856 wRVUs were accrued for Internal Medicine Services shall end November 30, 2016. Hospital shall review Physician's wRVUs at the end of each quarter of Physician's Contract Year. If Physician's wRVUs exceed 5856 as prorated for the quarter, Physician shall be paid additional compensation on the next scheduled payroll following the date the calculation is made. Notwithstanding the preceding sentence, additional compensation paid to Physician with respect to Services provided during the first three quarters of a Contract Year shall be considered an advance toward the total annual additional compensation actually earned by Physician, if any, and Hospital shall make adjustments throughout the Contract Year to reconcile in a reasonable manner any actual or reasonably anticipated overpayment or underpayment. A final reconciliation of additional compensation earned for the Contract Year, if any, will be made after the final quarter of the Contract Year. If advances result in Physician being overpaid for a Contract Year, Hospital shall adjust future payments of additional compensation to Physician as it deems appropriate to reconcile the overpayment in a reasonable manner, unless the parties agree in writing to reconcile the overpayment through a temporary reduction in Physician's salary.

The level of wRVUs that Physician must maintain to earn additional compensation shall not be prorated during the Contract Year that Physician ends employment, even if Physician is not employed the entire year. If advances result in Physician being overpaid for the Contract Year that Physician ends employment, Physician will re-pay the amount of overpayment within thirty (30) days of Physician's last day of employment. If Physician fails to re-pay Hospital for an overpayment in a timely manner, Physician shall reimburse Hospital for its costs of collection, including reasonable attorneys' fees.

**PROOF OF CLAIM FILING INFORMATION FOR
FAYETTE MEMORIAL HOSPITAL ASSOCIATION, INC.**

CASE NO. 18-07762-JJG

US BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF INDIANA

Debtor Name	Case Number
Fayette Memorial Hospital Association	18-07762-JJG

General Bar Date: TBD

General Administrative Bar Date: TBD

Governmental Bar Date: TBD

NOTE: The Bar Date motion has not been filed. Please print and mail completed Proofs of Claim to:

If by regular mail:

**BMC Group, Inc.
Attn: FMHA Claims Processing
PO Box 90100
Los Angeles, CA 90009**

If by messenger or overnight delivery

**BMC Group, Inc.
Attn: FMHA Claims Processing
3732 West 120th Street
Hawthorne, CA 90250**