EXHIBIT B

Nizza Declaration

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

	:	**Chapter 11**
In re:	:	
	:	**Case No. 13-37725 (CGM)**
ST. FRANCIS' HOSPITAL, POUGHKEEPSIE, NEW YORK, *et al.*,[3]	:	**(Joint Administration Requested)**
Debtors.	:	

DECLARATION OF ARTHUR NIZZA, D.S.W., IN SUPPORT OF DEBTORS' APPLICATION TO EMPLOY AND RETAIN NIXON PEABODY LLP AS COUNSEL TO THE DEBTORS AND DEBTORS IN POSSESSION PURSUANT TO SECTIONS 327(A), 328 AND 1107(B) OF THE BANKRUPTCY CODE

I, Arthur Nizza, D.S.W., declare, pursuant to section 1746 of title 28 of the United States Code, that:

1. I am the President and Chief Executive Officer of Saint Francis' Hospital, Poughkeepsie, New York ("Saint Francis") and its affiliated debtors and debtors-in possession

[3] The debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number include: St. Francis' Hospital, Poughkeepsie, New York (8503), Saint Francis Home Care Services Corporation (3842), SFH Ventures, Inc. (0024), Saint Francis Health Care Foundation, Inc. (5066), and Saint Francis Hospital Preschool Program (1079).

(collectively, the "Debtors"). In that capacity, I am familiar with the Debtors' day-to-day operations, businesses, and financial affairs.

2. As President and Chief Executive Officer, I am responsible for all financial aspects of the Debtors' business, including, financial reporting and internal controls, financial planning, taxation, donor relations, treasury and risk management. I am also responsible for supervising outside counsel and monitoring and controlling legal costs.

3. Prior to engaging Nixon Peabody LLP ("Nixon Peabody"), I had various discussions with Peter Millock regarding Nixon Peabody's rates and structures. After these discussions, Nixon Peabody agreed to steeply discounted rates from their normal "rack rate" at any of their various geographic locations.

4. Although Nixon Peabody and the Debtors have not yet agreed on a prospective budget and staffing plan, Nixon Peabody has provided the Debtors an estimate of Nixon Peabody's monthly fees for the first three months of the case. In specific, Nixon Peabody has estimated its fees for (i) the period from the Petition Date to the end of January at $500,000.00; (ii) the month of February at $225,000; and (iii) the month of March at $75,000.00.

5. Prior to hiring Nixon Peabody, the Debtors interviewed three other law firms. All of these other firms had higher rates than those being offered to the Debtors by Nixon Peabody, fewer qualifications, and/or conflict issues.

6. Nixon Peabody has agreed to provide invoices on a monthly basis which will be reviewed by me and by the Debtors' Chief Financial Officer in order to manage costs and expenses.

7. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: January 3, 2014
Poughkeepsie, New York

On behalf of Saint Francis' Hospital, Poughkeepsie, New York and its affiliated debtors and debtors in possession

By: /s/ Arthur Nizza
Arthur Nizza, D.S.W.

President and Chief Executive Officer of Saint Francis Hospital and Health Centers et al