

Hearing Date: October 26, 2021 @ 12:00 noon

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

In re:

CharterCARE Community Board,

St. Joseph Health Services of
Rhode Island,

And

Roger Williams Hospital

PC-2019-11756

**LIQUIDATING RECEIVER'S AND PLAN RECEIVER'S MEMORANDUM IN
REPLY TO THE BEACON MUTUAL INSURANCE COMPANY'S OPPOSITION
TO THEIR MOTION TO ENFORCE THE SUBPOENA DUCES TECUM**

Thomas S. Hemmendinger (the "Liquidating Receiver") as Liquidating Receiver of CharterCARE Community Board ("CCCB"), St. Joseph Health Services of Rhode Island ("SJHSRI"), and Roger Williams Hospital ("RWH"), and Stephen Del Sesto as Receiver of the St. Joseph Health Services of Rhode Island Retirement Plan (the "Plan Receiver") (the Liquidating Receiver and Plan Receiver being collectively the "Receivers"), submit this memorandum in reply to the Opposition ("Opposition") of The Beacon Mutual Insurance Company ("Beacon").

Beacon's Opposition underscores the untenability of the haphazard, piecemeal, and ultimately incomplete approach that Beacon has adopted in response to the Receivers' requests for documents. The subpoenaed documents are necessary, both (1) to evaluate Beacon's own proof of claim that it filed in the Liquidating Receivership

on June 11, 2021; and (2) to investigate claims that the Liquidating Receivership likely has against Beacon. During the approximately 13 months between the bar date and the June 11, 2021 filing of Beacon's proof of claim, the Liquidating Receiver was attempting to obtain the very information that is now being sought. That attempt was unavailing and resulted in issuance of the subpoena duces tecum.

Two and a half months have passed since the subpoena duces tecum was served on Beacon. In all that time, Beacon has served 64 pages of responsive documents and, now, 226 pages of motion papers and exhibits with the Court in purported support of Beacon's position that it should not have to comply with the subpoena.

Beacon's approach is maddening. Beacon was contractually required to maintain claims files for each of the TPA Claims it was administering for SJHSRI.¹ Beacon indicates it maintained thirteen such claims files.² Beacon could have scanned those files (if they were not already in electronic form) and turned them over to the Receivers months ago. After all, a person responding to a subpoena may simply produce documents as they are kept in the usual course of business. See Super. R. Civ. P. 45(d)(1). Beacon does not claim that any part of the files is privileged.³ Assuming Beacon had been properly maintaining its files, that approach likely would have ended the matter of compliance with the subpoena.

¹ See Exhibit 1 at 6 ("BEACON will establish and maintain claims files to contain all facts and information necessary for the proper service and administration of claims.").

² See Beacon's Opposition at 14.

³ Beacon for the first time in its Opposition claims that its files need to be redacted of personal medical information prior to being turned over to the Receivers. That contention, which was not even asserted in Beacon's belated Objection to the subpoena, is legally incorrect. See *infra* at 12-13.

Instead of responding with documents, Beacon responds with contentions. Beacon contends the Receivers should not have subpoenaed documents. Beacon contends the Receivers should agree to receive only some categories of documents, at some unspecified future time, concerning only four SJHSRI employees—fewer employees than are covered by Beacon’s own proof of claim, much less the claims that the Receivers likely have against Beacon. Beacon contends that documents do not say what the documents say. Beacon contends the Receivers should accept Beacon’s *ipse dixit*, pay Beacon on its own claim against SJHSRI, and go away.

We are compelled to respond herein to at least some of Beacon’s “factual” contentions, but the Court need not adjudicate who—as between the Receivers and Beacon—is correct about who said or did what to whom and when. These disputes might conceivably be relevant to the imposition of sanctions, but the Receivers have already made clear in their motion: the Receivers are seeking documents, not sanctions.

I. The Receivers cannot be faulted for failing to negotiate, finalize, and execute Beacon’s draft settlement agreement prior to receiving the subpoenaed documents

Beacon complains that Special Counsel “has not acted to finalize the settlement agreement” that Beacon sent to the Receivers on July 13, 2021. See Beacon’s Opposition at 9, 9 n.10. Mindful of Rule 408 of the Rhode Island Rules of Evidence, the Receivers did not refer to this draft settlement agreement in their motion papers. Now that Beacon has brought the issue before the Court, the Receivers feel no constraint based on Rule 408.

Beacon states that one day after “Special Counsel’s inappropriate conduct on the June 29 call,” on “June 30, the DLT informed the Liquidating Receiver that it would assume liability for both the administration and payment of the remaining workers’ compensation claims.” Beacon’s Opposition at 9. No explanation was offered as to why DLT was now ready to assume liability for “both the administration and payment of the remaining workers’ compensation claims.” Nor, more importantly, was there any explanation for why DLT had not assumed liability for such administration and payment in the past. Indeed, this offer led the Receivers to believe that they had not been furnished with the information necessary for them to fulfill their obligations to the Court and to their estates. Those obligations are the reason for the subpoena.

In any event, there can be no *serious* question as to why the Receivers have not yet effectuated a final settlement resolving all disputes between the Receivers and Beacon. Beacon’s refusals to produce the subpoenaed documents have only further postponed the possibility.

II. Beacon’s contentions in its Opposition are incorrect, incomplete, misleading, unsupported by Beacon, or disputed by the Receivers

A. Some of Beacon’s factual representations are simply incorrect

Some of Beacon’s factual representations are simply incorrect. For example, concerning excess insurance reimbursement checks that Beacon mistakenly forwarded to Prospect Chartercare instead of to SJHSRI, Beacon states:

The checks at issue were all payable to St. Josephs Hospital RI c/o Beacon Mutual Insurance, not ProspectCharterCARE. Receivers’ Mot. Ex. 4. Beacon forwarded the checks to the address it had on file for SJHSRI’s finance department. Vitale Aff. ¶ 28.

Beacon's Opposition at 10. The referenced paragraph of Ms. Vitale's affidavit likewise states:

The Liquidating Receiver attached three reinsurance payments and related correspondence to its motion. The correspondence is addressed to the address that Beacon had on file at the time for SJHSRI's finance department.

Vitale Affidavit ¶ 28.

Beacon's statement that the letters forwarding the checks were addressed to SJHSRI's finance department at its last known address is plainly incorrect, as can be readily ascertained from the documents themselves, which the Receivers appended to their motion papers. The cover letters show that all three checks were sent to **Prospect Chartercare's** finance department, not to SJHSRI's finance department:

Prospect CharterCARE, Inc. [sic]
ATTN: Finance Department
200 High Service Avenue
North Providence, RI 02904

Receivers' Exhibit 4 at 2, 4, 6. See also Exhibit 11⁴ hereto (four additional checks that Beacon should have sent to SJHSRI but which Beacon incorrectly sent to Prospect Chartercare or to its subsidiary Prospect Chartercare SJHSRI, LLC).

B. Beacon's factual representations are unsupported by the materials Beacon cites

As to the three reinsurance reimbursement checks the Receivers appended to their motion, Beacon tells the Court that Prospect Chartercare later forwarded those three checks to SJHSRI's management:

⁴ To avoid ambiguity, the Receivers continue the sequential numbering of exhibits used in their original motion papers.

Upon receiving the checks, ProspectCharterCARE, which had acquired assets of SJHSRI the prior year, forwarded them to Attorney Rick Land's office. *Id.* [Vitale Affid.] ¶ 28, Ex. 13. Attorney Land then instructed Beacon's claims representative to send all future checks directly to his office. *Id.* Beacon did so from that point forward. *Id.* ¶ 28. Thus, no evidence exists to suggest that the reinsurance checks were not properly handled by Beacon and, in fact, the evidence shows that the checks at issue were received by SJHSRI's counsel.

Beacon's Opposition at 10. If so, that would be wonderful, although the referenced Exhibit 13 to Ms. Vitale's affidavit (a June 2, 2021 email from the Liquidating Receiver to Beacon's counsel) does not support the proposition.

A different exhibit Beacon submits with its Opposition suggests that Mr. Land did receive some checks in 2015. See Beacon's Exhibit 14 (email exchange between Beacon and Mr. Land). These do not appear to be the three checks in question, however, because the emails identify five claimants, not three claimants. See Exhibit 14 at 1 ("The claims you will see reimbursement checks from the Reinsurer are as follows: Conceicao Silva... Antoinetta Grande... Maria Lindo... Sheila Zoglio.... Claim reimbursed from 2nd Injury Fund... Dianne McCray").

The Receivers also have further doubts, since Beacon does not inform the Court that Beacon also missent at least four *other* checks to Prospect Chartercare (or one of its subsidiaries) *in addition* to the three specific checks that Beacon discusses. See *supra*; Exhibit 11 hereto.

Beacon's continuing failures to be completely forthcoming about its handling of excess insurance payments for SJHSRI underscores the need for complete compliance with the subpoena duces tecum, which requested (*inter alia*) the following three categories of documents:

3. All documents relating to communications to or from any excess insurer concerning TPA Claims, including, but not limited to demands for payment.
4. All documents relating to payments by any excess insurer relating to TPA Claims.
5. All documents relating to payments to Beacon relating to TPA Claims.

Exhibit 6 (subpoena duces tecum) at 6.

We know there were at least seven misdirected reinsurance checks, perhaps nine (or more). Beacon has presented the Court with evidence that some of them eventually wended their way to SJHSRI, thanks to Prospect's intercession and no thanks to Beacon. Because of Beacon's cavalier approach to both responding to the subpoena and filing papers with the Court, it is impossible for the Receivers or the Court to know.

Moreover, even assuming (*arguendo*) SJHSRI ultimately received every reinsurance payment for which Beacon applied, that would not mean that Beacon diligently and correctly applied for every reinsurance payment that should have been available. From the limited accountings Beacon has provided to the Receivers and the Court, it appears Beacon has not done so.

For example, Beacon has provided a redacted "Claim Detail Payments" spreadsheet, without bates stamps, for SJHSRI employee Grande⁵ (Claim # 314581), covering the period from August 20, 2019 to January 8, 2021. See Beacon's Exhibit 12 at 1-5. Ms. Grande is one of the claimants Beacon says was covered by SwissRe

⁵ Beacon has redacted Ms. Grande's name from the exhibit, but the claim number matches other documents relating to her.

reinsurance. Nevertheless, although this spreadsheet shows that both SJHSRI (pre-receivership) and the Liquidating Receiver (post-receivership) made payments to Beacon for this claimant, and although Beacon insists its practice was to apply to secondary payment sources for reimbursement “2–4 times per year,”⁶ this spreadsheet does not indicate Beacon applied to SwissRe for any reimbursement on Ms. Grande’s claims during this period.

Finally, elsewhere in its Opposition, Beacon states:

SJHSRI’s former legal counsel, Richard Land, who was engaged by the Liquidating Receiver to assist with transition matters, corresponded with Beacon in 2018 about the GenRe policy. Beacon forwarded a copy of the policy to Mr. Land on September 17, 2018, together with correspondence from GenRe’s claims administrator explaining that the policy has annual individual retentions for indemnity and medical payments. Vitale Aff. Ex. 11.

Beacon’s Opposition at 4 n.3. However, the referenced Exhibit 11 is an April 26, 2021 email by the Liquidating Receiver to Beacon and does not pertain to any communications by Beacon with Mr. Land. Perhaps Beacon meant to point to its Exhibit 4. The Receivers can only speculate.

C. Beacon’s factual representations are incomplete or misleading

A few pages before accusing the Receivers of being “disingenuous,”⁷ Beacon makes this extraordinary argument:

The Receivers incorrectly suggest in their papers that Beacon had an obligation to collect payments from a bond issued by North River Insurance Company. Receiver’s Mot. pp. 9-10. But as the Receivers’ motion notes, that bond was issued in favor of the DLT. Id. It was not

⁶ Beacon’s Opposition at 3.

⁷ Beacon’s Opposition at 10.

reinsurance available to SJHSRI. In any event, nothing in the TPA required Beacon to pursue recovery under any indemnity bonds issued in favor of the DLT.

Beacon's Opposition at 5 n.4. What Beacon does not inform the Court is: (1) Beacon *did seek* to collect payments on this North River Insurance Company bond, notwithstanding Beacon's feigned outrage at the suggestion;⁸ (2) regardless of whether the Liquidating Receiver has a claim for breach of contract against Beacon for failing to collect on this bond, the Liquidating Receiver may have other claims arising out of the bond, and Beacon has relevant documents concerning it; (3) Beacon has not provided a copy of the bond to the Receivers, and so they⁹ are unsure what its terms actually provide; and (4) the Receivers' cited basis for "noting" that the bond was issued in favor of the DLT is Beacon's own letter to the Liquidating Receiver so stating. In other words, Beacon is cynically bootstrapping its past representations and inadequate productions of documents to justify withholding further documents from the Receivers now.

Beacon also offers this misleading timeline:

Notwithstanding Special Counsel's inappropriate conduct on the **June 29** call, Beacon continued to cooperate with the Receiver's ongoing requests for assistance. **At the Special Counsel's request, Beacon produced copies of the GenRe excess insurance policy and the SwissRe policy documents with Bates Stamps.** *Id.* [Vitale Affidavit] ¶. 25^[10] **On June 30**, the DLT informed the Liquidating Receiver that it would assume liability for both the administration and payment of the remaining workers' compensation claims. Antonelli Aff. ¶ 7. **In a call with Ms. Antonelli on**

⁸ See Exhibit 12 hereto (Beacon's November 12, 2020 letter to the insurer seeking "prompt payment" on this bond).

⁹ Beacon has informed the Receivers that it does not have a copy of the bond, which, instead of ending the matter, leads to two questions: (1) How does Beacon know what the bond provides?; and (2) Will Beacon subsequently produce a copy of the bond notwithstanding its current claim not to have it, just as Beacon previously produced portions of the excess insurance policies that it had told the Receivers it did not have?

¹⁰ See *infra* at 11.

July 8, the Receivers' Special Counsel, after repeatedly apologizing for his prior behavior, demanded that Ms. Antonelli draft the Settlement Agreement with DLT within three business days. Id. ¶ 8. Once again, Beacon complied with a request from the Receiver and, at Beacon's expense, had its counsel draft the agreement. Id. ¶ 8.10 Special Counsel then asked Beacon for yet more assistance, this time with his research into a Bank of America account maintained by SJHSRI. Vitale Aff. ¶ 26. As requested, Beacon researched its records to identify the check images for the TPA payments made by SJHSRI to Beacon. Id. ¶ 26.

Then, on or about out August 10, 2021, out of the blue, Special Counsel issued subpoenas to Beacon seeking records already produced and adding requests that far exceed any requests ever made previously by the Liquidating Receiver or others. Id. ¶ 27. . . .

[Emphasis supplied]

This timeline is so incorrect as to be utterly misleading. The Receivers have submitted uncontradicted testimony that:

- Beacon informed the Receivers at the June 29, 2021 conference that Beacon did not have any copies of the GenRe or SwissRe policies.¹¹ Although Beacon disputes that certain other oral statements were made at the conference, Beacon does not dispute that it told the Receivers that it did not have copies of the policies.
- Beacon did not provide the Receivers with copies of the GenRe or SwissRe policies prior to the issuance of the subpoena *duces tecum* on August 6, 2021 (served on August 10, 2021).¹²
- On August 27, 2021, Beacon (through attorney Stacey Nakasian) told the Receivers *again* that Beacon did not have copies of the policies.¹³ Beacon does not dispute that it told the Receivers this.¹⁴

¹¹ Exhibit 8 (Affidavit of Thomas Hemmendinger) ¶ 23; Exhibit 9 (Affidavit of Max Wistow) ¶ 4(a); Exhibit 10 (Affidavit of Benjamin Ledsham) ¶ 4(a).

¹² Exhibit 8 (Affidavit of Thomas Hemmendinger) ¶ 24.

¹³ Exhibit 8 (Affidavit of Thomas Hemmendinger) ¶ 26 ("During this call, Ms. Nakasian stated that Beacon had only some endorsements and some summaries of the self-insured terms, but not the policies themselves.").

¹⁴ Although Beacon has submitted two affidavits with its opposition, it has not submitted an affidavit from Ms. Nakasian or anyone else participating in the August 27, 2021 call.

- Later in the day on August 27, 2021, Beacon produced its first bates stamped documents (stamped Beacon00001 to Beacon00057) which had not “been previously produced by Beacon to the Receivers.”

The referenced paragraph 25 of Amy Vitale’s affidavit states: “After the [June 29, 2021] conference, at Special Counsel’s request, Beacon produced copies of the GenRe excess insurance policy and the Swiss Re policy documents with Bates Stamps.”

Putting aside whether Beacon ever produced the true and complete policies and endorsements, this affidavit misleadingly suggests that Beacon produced the documents in response to the June 29, 2021 conference and prior to the subpoena. In fact, Beacon did not produce any of the policy pages until August 27, 2021, more than two weeks after Beacon received the subpoena.¹⁵

Evidently, sometime long after the June 29, 2021 conference, and indeed not until after the subsequent August 27, 2021 conference, did Beacon more thoroughly review its files and find what it now claims to be the complete GenRe policy, which it now claims it emailed to Mr. Land back in 2018.¹⁶

D. Beacon’s other representations are disputed

Finally, other representations by Beacon are simply disputed by the Receivers. The Receivers have submitted three affidavits attesting that at the June 29, 2021 conference: (1) Beacon stated it did not have copies of the reinsurance policies or summaries of their terms; and (2) Beacon nevertheless stated that both policies had

¹⁵ Problems with the policy documents Beacon produced on August 27, 2021 are further discussed in Special Counsel’s letter to Beacon of August 30, 2021. See Exhibit 9 (Affidavit of Max Wistow) ¶¶ 6 & Ex. 2 thereto.

¹⁶ See supra at 5.

annual self-insured retentions instead of cumulative self-insured retentions.¹⁷ While Beacon has submitted affidavits disputing that it made the second statement, Beacon does not dispute that it made the first statement.

The Court need not conduct an evidentiary hearing and adjudicate who is correct about what was said at the June 29, 2021 conference. Even if the testimony of Beacon's two witnesses somehow outweighs the testimony of the Receivers' three witnesses, the simple fact remains: the Receivers need the subpoenaed documents, and they need them produced in a formal response to the subpoena (so we do not later need to fight about what may have been previously emailed to SJHSRI's pre-Liquidating Receivership management in 2018).

III. Beacon does not need to redact the documents of medical information before turning them over to the Receivers

Beacon contends that, under Rhode Island's Confidentiality of Health Care Communications and Information Act, Beacon must first redact any medical information before turning documents over to the Receivers. Beacon asserts:

Before responsive documents can be produced, Beacon would have to carefully review each document to ensure that medical and other personal information about the claimants be redacted. *Id.* [Vitale Affidavit] ¶ 33; R.I. Gen. Laws §5-37.3-6.1.

Beacon's Opposition at 14.

¹⁷ See Exhibit 9 (Affidavit of Thomas Hemmendinger) ¶ 23(b); Exhibit 10 (Affidavit of Max Wistow) ¶ 4(b); Exhibit 11 (Affidavit of Benjamin Ledsham) ¶ 4(b).

Even assuming (*arguendo*) the Confidentiality of Health Care Communications and Information Act ever requires an agent¹⁸ (Beacon) to withhold information from its principal (SJHSRI), Beacon's contention is incorrect in this particular situation. The same statute expressly exempts this proceeding from its ambit, as a "court proceeding relating to workers' compensation":

(b) No consent for release or transfer of confidential healthcare information shall be required in the following situations:

* * *

(11) In relation to information that is directly related to a current claim for workers' compensation benefits or to any proceeding before the workers' compensation commission or before **any court proceeding relating to workers' compensation**;

[Emphasis supplied]

R.I. Gen. Laws § 5-37.3-4(b)(11).

This Liquidating Receivership proceeding, which relates both to Beacon's proof of claim seeking repayment for workers' compensation claims and to the Liquidating Receivership's claims against Beacon for apparently mishandling workers' compensation claims, is clearly "a court proceeding relating to workers' compensation." Thus, this proceeding is expressly exempt from the Act,¹⁹ and Beacon should stop wastefully stalling its production of documents.

¹⁸ During the relevant period, SJHSRI was self-insured for workers' compensation claims. It was SJHSRI's job to receive employees' medical information, evaluate it, use it to pay claims, and the like. SJHSRI hired Beacon to perform those tasks for SJHSRI. Beacon is now saying that notwithstanding that Beacon was SJHSRI's agent, Beacon is not allowed to tell SJHSRI what it was doing.

¹⁹ It is therefore unnecessary for the Court to consider additional reasons why the Act, as applied to a subpoena issued by a Court-appointed receiver, might pose an unconstitutional infringement of the separation of powers and the inherent authority of the judiciary. See, e.g., Bartlett v. Danti, 503 A.2d 515,

IV. The Receivers dispute that Beacon's Objection on September 3, 2021 was timely

Beacon contends:

Beacon served an Objection to the Subpoena on September 3, 2021. The Receivers argue that the Objection was untimely because it was filed after August 31. However, the Receivers' Special Counsel^[20] extended that deadline to September 7, as confirmed in an email dated August 31. Accordingly, the Objection was timely served.

Beacon's Opposition at 13.

There is a dispute about whether Beacon's Objection was timely under Super. R. Civ. P. 45. However, even assuming (*arguendo*) the Objection was timely, it consisted entirely of worthless boilerplate. See Receivers' Memo. at 13; Exhibit 7. That boilerplate was insufficient for the reasons the Receivers have already discussed. See Receivers' Memo. at 15–20.

Only in opposition to the Receivers' motion to enforce the subpoena has Beacon finally attempted to raise any specific objections to the subpoena. These specifics should have been raised at the outset. In any event, now that Beacon's arguments have at long last been revealed, it is clear they are meritless.

517 (R.I. 1986) ("We find § 5-37.3-6 to be violative of the separation of powers mandated by article 3 of the Rhode Island Constitution. Section 5-37.3-6, **in addition to interfering with the subpoena power of the judiciary**, removes from the court's discretion the determination of admissibility of otherwise relevant evidence.") (emphasis supplied) (construing another section of the same statute).

²⁰ Beacon misidentifies Wistow, Sheehan & Loveley P.C. ("WSL") as Special Counsel to both Receivers. WSL was appointed as Special Counsel in the Plan Receivership. WSL is not "Special Counsel" to the Liquidating Receiver.

CONCLUSION

Beacon has caused enough delay. Beacon should be compelled to comply with the subpoena duces tecum fully and forthwith. The subpoena concerns thirteen²¹ employees whose workers' compensation claims Beacon has been administering for SJHSRI since 2010, plus two additional discrete categories of documents relating to one²² bond issued by the North River Insurance Company. Beacon has doubtless spent more time and incurred more fees fighting the subpoena than it would take to comply with it.

At the end of the day, these delays are harming, and attendant expenses incurred by the Liquidating Receivership are ultimately coming out of the pockets of, the Plan's participants. After all, they remain far and away the principal creditors—if not the only creditors—of the Liquidating Receivership.

Respectfully submitted,

Stephen Del Sesto as Receiver of the St.
Joseph Health Services of Rhode Island
Retirement Plan,
By his Attorneys,

/s/ Max Wistow

Max Wistow, Esq. (#0330)
Stephen P. Sheehan, Esq. (#4030)
Benjamin Ledsham, Esq. (#7956)
WISTOW, SHEEHAN & LOVELEY, PC
61 Weybosset Street
Providence, RI 02903
401-831-2700 (tel.)
mwistow@wistbar.com
spsheehan@wistbar.com
bledsham@wistbar.com

²¹ According to Beacon. See Beacon's Opposition at 12 (stating there were only ever thirteen claims).

²² Id. Beacon knows better than the Receivers whether SJHSRI obtained additional bonds.

and

Thomas S. Hemmendinger, as Liquidating
Receiver of CharterCARE Community Board,
St. Joseph Health Services of Rhode Island,
and Roger Williams Hospital

/s/ Thomas S. Hemmendinger
Thomas S. Hemmendinger, Esq. (#3122)
Brennan, Recupero, Cascione,
Scungio & McAllister, LLP
362 Broadway
Providence, RI 02909
Tel. (401) 453-2300; Fax (401) 453-2345
themmendinger@brcsm.com

Dated: October 22, 2021

CERTIFICATE OF SERVICE

I hereby certify that, on the 22nd day of October, 2021, I filed and served the foregoing document through the electronic filing system on the following users of record:

Thomas S. Hemmendinger, Esq.
Sean J. Clough, Esq.
Lisa M. Kresge, Esq.
Ronald F. Cascione, Esq.
Brennan, Recupero, Cascione, Scungio &
McAllister, LLP
362 Broadway
Providence, RI 02909
themmendinger@brscm.com
sclough@brscm.com
lkresge@brscm.com
rcascione@brscm.com

Jessica Rider, Esq.
Special Assistant Attorney General
150 South Main Street
Providence, RI 02903
jrider@riag.gov

John A. Tarantino, Esq.
Patricia K. Rocha, Esq.
Joseph Avanzato, Esq.
Leslie D. Parker, Esq.
Adler Pollock & Sheehan PC
One Citizens Plaza, 8th Floor
Providence, RI 02903
jtaranino@apslaw.com
procha@apslaw.com
javanzato@apslaw.com
lparker@apslaw.com

Steven J. Boyajian, Esq.
Robinson & Cole LLP
One Financial Plaza, Suite 1430
Providence, RI 02903
sboyajian@rc.com

Giovanna La Terra Bellina, Esq.
144 Wayland Square
Providence, RI 02906
jlaterra@orsonandbrusini.com

Preston Halperin, Esq.
Christopher J. Fragomeni, Esq.
Douglas Giron, Esq.
Savage Law Partners
564 South Water Street
Providence, RI 02903
phalperin@shslawfirm.com
chris@savagelawpartners.com
dgiron@savagelawpartners.com
epare@savagelawpartners.com

Patricia Antonelli, Esq.
Salter McGowan Sylvia & Leonard, Inc
56 Exchange Street, Suite 500
Providence, RI 02903
pantonelli@smsllaw.com

Stacey Nakasian, Esq.
Duffy & Sweeney, LTD
321 South Main Street, 4th Floor
Providence, RI 02903
snakasian@duffysweeney.com

The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Benjamin Ledsham

Exhibit 11



December 10, 2014

Finance Department
Prospect CharterCARE SJHSRI LLC
200 High Service Avenue
North Providence, RI 02904

RE: Employer: St. Joseph Health Services
Employee: Diane McCray
D/A: 4/9/95
File #: 314597

Dear Finance:

Enclosed please find a check in the amount of \$22,048.66 which represents reimbursement from the State of Rhode Island Administrative Fund with regards to this Workers' Compensation claim.

Should you have any questions please feel free to contact me at 825-2904.

Sincerely,

Elizabeth Salhany, MBA, AIC
Sr. Claim Representative

Enclosure
Check #0001659634

One Beacon Centre
Worwick, RI 02886-1378
ph: 401.825.2667 (COMP)
Claims fx: 401.825.2980
Underwriting fx: 401.825.2855

www.beaconmutual.com



STATE OF RHODE ISLAND
AND PROVIDENCE PLANTATIONS

ID: 2583

PAYEE: ST JOSEPH HEALTH SERVS

CHECK NUMBER: 0001659634
DATE: 12/02/2014
SEQUENCE NUMBER: 00000061

DATE	DESCRIPTION	DISCOUNT AMOUNT	NET AMOUNT
11/26/2014	15_1160_112514_10_073_ DET INSURANCE COMPANY PAYMENTS 00000	0.00	22,048.66

CHECK AMOUNT 22,048.66

THE FACE OF THIS CHECK IS PRINTED IN BLUE ON A YELLOW BACKGROUND. THE BACK CONTAINS A SIMULATED WATERMARK.



Gilha M. Ramonondo, General Treasurer
State of Rhode Island and Providence Plantations
State House
Providence, Rhode Island 02903



CHECK NUMBER: 0001659634
DATE: 12/02/2014

AMOUNT
\$*****22,048.66
NOT VALID AFTER 90 DAYS

PAY Twenty-Two Thousand Forty-Eight And 66/100 Dollars

TO THE ORDER OF ST JOSEPH HEALTH SERVS
C/O BEACON MUTUAL INS
ONE BEACON CTR
WARWICK, RI 02886

General Treasurer

State Controller





January 14, 2015

Finance Department
Prospect CharterCARE
200 High Service Avenue
North Providence, RI 02904

RE: Employer: St. Joseph Health Services
 Employee: Antonetta Grande
 D/A: 2/28/88
 File #: 314581

Dear Finance:

Enclosed please find a check in the amount of \$5,495.17 which represents reimbursement from the Excess Carrier for medical expenses, miscellaneous expenses and indemnity.

Should you have any questions please feel free to contact me at 825-2904.

Sincerely,

Elizabeth Salhany, MBA, AIC
Sr. Claim Representative

Enclosure
Check #764780

One Beacon Centre
Warwick, RI 02886-1378

ph: 401.825.2667{COMP}
Claims fx: 401.825.2980
Underwriting fx: 401.825.2855

www.beaconmutual.com

IT'S YOUR DOCUMENT. IT'S YOUR SECURITY. IT'S YOUR FEATURES. SEE BACK FOR DETAILS.

11 210
512

01/05/15

764780

5200 Metcalf, PO Box 2991
Overland Park KS 66201
913-676-5200
Bank of America NA
Atlanta Dekalb County Georgia

~~*****~~ \$5,495.17

*****\$5,495.17

PAY TO THE
ORDER OF:

ST JOSEPHS HOSPITAL RI
C/O BEACON MUTUAL INSURANCE CO.

Angel Holm
Brian Foley

⑈00764780⑈ ⑆061112788⑆ 3299770638⑈

Westport Insurance Corporation

764780

5200 Metcalf, PO Box 2991
Overland Park KS 66201
913-676-5200

ST JOSEPHS HOSPITAL RI (P39)
C/O BEACON MUTUAL INSURANCE CO

ONE BEACON CENTRE
WARWICK RI 02886

PAYEE: ST JOSEPHS HOSPITAL RI CHECK DATE: 01/02/2015
TAX ID: 00-000000 AMOUNT: 5,495.17 U.S.DOLL
441619 PARTIAL REINS RECOVERY

TREATY	CLAIM	LOSS DATE	REFERENCE	AMOUNT
	0001539-91	0441619 02/28/88		6.50
	REINSURED: DIRECT			
	INS: ST JOSEPHS HOSP			
	CLMT: GRANDE ANTOINETTA			
	0001539-91	0441619 02/28/88		93.52
	REINSURED: DIRECT			MEDICAL
	INS: ST JOSEPHS HOSP			
	CLMT: GRANDE ANTOINETTA			
	0001539-91	0441619 02/28/88		5,395.15
	REINSURED: DIRECT			INDEMNITY
	INS: ST JOSEPHS HOSP			
	CLMT: GRANDE ANTOINETTA			



January 16, 2015

Finance Department
Prospect CharterCARE
200 High Service Avenue
North Providence, RI 02904

RE: Employer: St. Joseph Health Services
 Employee: Maria Lindo
 D/A: 3/31/89
 File #: 314594

Dear Finance:

Enclosed please find a check in the amount of \$10,289.39 which represents reimbursement from the Excess Carrier for expenses and medical payments.

Should you have any questions please feel free to contact me at 825-2904.

Sincerely,

Elizabeth Salhany, MBA, AIC
Claim Representative

Enclosure
Check #764893

One Beacon Centre
Warwick, RI 02886-1378

ph: 401.825.2667(COMP)
Claims fx: 401.825.2980
Underwriting fx: 401.825.2855

www.beaconmutual.com

THIS DOCUMENT CONTAINS SECURITY FEATURES. SEE BACK FOR DETAILS.

1271

Westport Insurance Corporation
5200 Metcalf, PO Box 2991
Overland Park, KS 66201
913-676-5200
Bank of America NA
Atlanta DeKalb County Georgia

01/07/15

764893

*****\$10,289.39

PAY TO THE ORDER OF:

*****310,289.39

ST JOSEPHS HOSPITAL RI
C/O BEACON MUTUAL INSURANCE CO

Joseph Makou
Ben Faly

⑈00764893⑈ ⑆061112788⑆ 3299770638⑈

Westport Insurance Corporation

5200 Metcalf, PO Box 2991
Overland Park KS 66201
913-676-5200

764893

ST JOSEPHS HOSPITAL RI (S5G)
C/O BEACON MUTUAL INSURANCE CO

ONE BEACON CENTRE
WARWICK RI 02886

PAYEE: ST JOSEPHS HOSPITAL RI CHECK DATE: 01/06/2015
TAX ID: 00-0000000 AMOUNT: 10,289.39 U.S.DOLL.
478167 PARTIAL REINS RECOVERY

TREATY	CLAIM	LOSS DATE	REFERENCE	AMOUNT
0001539-91	0478167	03/31/89	314594	705.68
REINSURED: DIRECT				
INS: ST JOSEPHS HOSP				
CLMT: LINDO MARIA				
0001539-91	0478167	03/31/89	314594	9,583.71
REINSURED: DIRECT				
INS: ST JOSEPHS HOSP				
CLMT: LINDO MARIA				



January 16, 2015

Finance Department
Prospect CharterCARE
200 High Service Avenue
North Providence, RI 02904

RE: Employer: St. Joseph Health Services
 Employee: Sheila Zoglio
 D/A: 6/11/89
 File #: 314579

Dear Finance:

Enclosed please find a check in the amount of \$44,867.97 which represents reimbursement from the Excess Carrier for medical payments and indemnity payments.

Should you have any questions please feel free to contact me at 825-2904.

Sincerely,

Elizabeth Salhany, MBA, AIC
Sr. Claim Representative

Enclosure
Check #764934

One Beacon Centre
Warwick, RI 02886-1378

ph: 401.825.2667(COMP)
Claims fx: 401.825.2980
Underwriting fx: 401.825.2855

www.beaconmutual.com

THIS DOCUMENT CONTAINS SECURITY FEATURES AS SET FORTH ON THE BACK

Westport Insurance Corporation
5200 Metcalf, PO Box 2991
Overland Park KS 66201
913-676-5200
Bank of America NA
Atlanta DeKalb County Georgia

01/08/15

764934

*****\$44,867.97

PAY TO THE ORDER OF:

*****\$44,867.97

ST JOSEPHS HOSPITAL RI
C/O BEACON MUTUAL INSURANCE CO

Angela Mahan
Joan Saly

⑈00764934⑈ ⑆061112788⑆ 3299770638⑈

Westport Insurance Corporation

764934

5200 Metcalf, PO Box 2991
Overland Park KS 66201
913-676-5200

ST JOSEPHS HOSPITAL RI (556)
C/O BEACON MUTUAL INSURANCE CO
ONE BEACON CENTRE
WARWICK RI 02886

PAYEE: ST JOSEPHS HOSPITAL RI CHECK DATE: 01/07/2015
TAX ID: 00-0000000 AMOUNT: 44,867.97 U.S.DOLL
299124 PARTIAL REINS RECOVERY

TREATY	CLAIM	LOSS DATE	REFERENCE	AMOUNT
0001539-91	0299124	06/11/89	RHJOE88C0005	12,542.45
REINSURED: DIRECT				INDEMNITY
INS: ST JOSEPHS HOSP				
CLMT: ZOGLIO SHEILA				
0001539-91	0299124	06/11/89	RHJOE88C0005	32,325.52
REINSURED: DIRECT				MEDICAL
INS: ST JOSEPHS HOSP				
CLMT: ZOGLIO SHEILA				

Exhibit 12



Amy C. Vitale
Vice President, General Counsel
and Assistant Secretary

November 12, 2020

VIA Sharefile: Sarah.Stas@cfins.com

Ms. Sarah Stas
Executive Specialist, Workers Compensation Claims
Crum & Forster
305 Madison Avenue
Morristown, New Jersey 07960

RE: St. Joseph Health Services of RI ("St. Joseph")-North River Insurance Company
Bond No. 610-177709-9 in favor of State of Rhode Island

Dear Ms. Stas:

In regard to the request for reimbursement of outstanding payment of workers' compensation benefits and expenses by The Beacon Mutual Insurance Company ("Beacon") pursuant to the Third Party Administrative Agreement with St. Joseph (the "TPA"), enclosed please find information regarding the loss history for the St. Joseph claims, along with the most recent invoice and report for claims paid through October 31, 2020. Invoices and reports for additional claim payments made under the TPA, including November 2020 payments, will be sent to you under separate cover. Please note that to date, no reinsurance payments have been received in relation to the current outstanding balance. Beacon will send notice to St. Joseph's reinsurers upon receipt of payment from Crum & Forster.

Thank you in advance of Crum & Forster's prompt payment in the amount of the full outstanding balance to Beacon.

Sincerely,

Amy C. Vitale

Enclosures

cc: Mr. Matt Carey, via Sharefile

Thomas S. Hemmendinger, Esq. and Bernard Healy, Esq. via email (Letter only)