

**Hospital for
Special Care**

2150 Corbin Avenue
New Britain
Connecticut 06053

860-223-2761

2520162970070

October 12, 2016
CERTIFIED MAIL/
RETURN RECEIPT REQUESTED

U.S. Department of Labor
Employee Benefits Security
Administration
Top Hat Plan Exemption
Room N-1513
200 Constitution Avenue, N.W.
Washington, DC 20210

EBSA/PUBLIC DISCLOSURE
2016 OCT 18 PM 12:09

Re: Deferred Compensation Agreement between Hospital for Special Care and John Votto

Dear Sir/Madam:

In order to comply with the reporting and disclosure requirements of Part 1 of Title I of the Employee Retirement Income Security Act of 1974, and pursuant to Regulation Section 2520.104-23 of the Department of Labor, the undersigned hereby submits the following:

- (1) Name of Plan:

Deferred Compensation Agreement between Hospital for Special Care and John Votto (the "Plan")
- (2) Hospital for Special Care, Inc.
2150 Corbin Avenue
New Britain, CT 06053
- (3) Employer ID No.: 06-0646766
- (4) The Employer maintains the Plan primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees or former employees.
- (5) Number of "top hat" plans maintained by the Employer: Three (3) (The Hospital also maintains the Hospital for Special Care Executive Severance Plan and the Hospital for Special Care Supplemental Executive Retirement Plan II.)
- (6) Number of employees or former employees participating in the Plan: One (1)

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The Employer undertakes to provide to the Secretary of Labor any documents relating to the Plan upon request.

Very truly yours,
HOSPITAL FOR SPECIAL CARE, INC.

By *Tom Mahoney*
Its *Chairman*

DEFERRED COMPENSATION AGREEMENT

This **DEFERRED COMPENSATION AGREEMENT** (the "Agreement") is dated as of October 12, 2016 by and between **HOSPITAL FOR SPECIAL CARE**, a non-stock, not-for-profit corporation organized and existing under the laws of the State of Connecticut (the "Employer"), and **JOHN VOTTO, D.O** of Cheshire, Connecticut (the "Executive").

WHEREAS, the Executive has performed services for the Employer for several years; and

WHEREAS, effective as of January 1, 2016, the Employer changed its paid-time off policy so that the Executive will receive a specified amount of paid-time off per year, with no accrual of paid-time off or carry-over of unused paid-time off; and

WHEREAS, the value of any time credited to the Executive's paid-time off bank as of December 31, 2015 has been paid to him in a lump sum; and

WHEREAS, although no additional time will be credited to the Executive's extended illness bank after December 31, 2015, twenty-five percent (25%) of the time which remains unused in the Executive's frozen extended illness bank when he separates from service will be paid in a lump sum to the Executive at that time based on his hourly rate of pay at that time; and

WHEREAS, due to a change in the Executive's employment status, his hourly rate of pay will be reduced effective as of October 1, 2016; and

WHEREAS, it is desirable that the Executive receive certain deferred compensation based on the difference between the value of 25% of his frozen extended illness bank determined by reference to his hourly rate of pay prior to October 1, 2016, and the value of 25% of his frozen extended illness bank determined by reference to his hourly rate of pay on and after October 1, 2016.

NOW, THEREFORE, the parties hereto agree as follows:

1. *Deferred Compensation.* The Employer shall pay to the Executive, in consideration of his prior services to the Employer, deferred compensation in the amount of \$61,564.76. The deferred compensation will be paid as follows:

(a) If the Executive incurs a separation from service prior to August 1, 2017, then the Executive will forfeit his right to receive any of the \$61,564.76 of deferred compensation under this Agreement.

However, notwithstanding anything else herein to the contrary, if the Executive incurs a separation from service by the Employer without "cause" (as defined in Section

6(g)(i) of the Employment Agreement between the Employer and the Executive dated as of January 1, 2014 (the "Employment Agreement")) or incurs a separation from service by the Executive for "good reason" (as defined in Section 6(g)(iii) of the Employment Agreement) prior to August 1, 2017, then the deferred compensation will become vested, and the Employer will pay the Executive the deferred compensation in a single lump sum on the first day of the second calendar month following the date of the Executive's separation from service.

(b) If the Executive does not incur a separation from service prior to August 1, 2017, then the Executive will be vested in his right to receive \$61,564.76 of deferred compensation under this Agreement. In this case:

(i) The Employer will pay the Executive \$24,625.90 in a single lump sum on August 1, 2017.

(ii) The Employer will pay the Executive the remaining \$36,938.86 in a single lump sum on the first day of the second calendar month following the date of the Executive's separation from service.

(c) For purposes of this Agreement, the Executive shall be deemed to have incurred a "separation from service" if the Executive incurs a termination of employment with the Employer and is reasonably anticipated to perform no further services for the Employer.

2. *Death Benefits.* If the Executive dies prior to the receipt of all of the deferred compensation set forth in Section 1, the deferred compensation will become vested on his date of death (if it has not already become vested), and the Employer will pay the Executive's beneficiary any unpaid deferred compensation in a single lump sum on the first day of the second calendar month following the Executive's date of death.

The Executive may designate any person to receive benefits payable under this Agreement in the event of the Executive's death. If the Executive has not designated a beneficiary, or if the designated beneficiary does not survive the Executive, the Executive's beneficiary will be his surviving spouse or, if none, his estate.

3. *Unfunded Arrangement.* It is the intention of the Employer, the Executive and his beneficiaries that the arrangements hereunder be unfunded for tax purposes and for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended. The rights of the Executive and his beneficiaries shall be solely those of a general unsecured creditor of the Employer. The Agreement constitutes a mere promise by the Employer to make benefit payments in the future.

The obligation of the Employer to pay benefits under this Agreement shall be interpreted as a contractual obligation to pay only those amounts described in the Agreement in the manner and under the conditions prescribed by the Agreement. Any assets set aside to fund deferred compensation shall be subject to the claims of the Employer's general creditors, and no person

other than the Employer shall, by virtue of the provisions of the Agreement, have any interest in such funds.

4. *Claims for Benefits.*

(a) Any claim for benefits under this Agreement shall be made in writing to the Employer. The Employer shall promptly process each claim for benefits received by it and shall notify the claimant in writing of the action taken regarding the claim for benefits within a reasonable period of time following its receipt, but not later than ninety (90) days. This period may be extended by the Employer for up to ninety (90) days, *provided that* the notice of the extension of time is furnished to the claimant prior to the beginning of the extension period. In the event of a denial of benefits, the Employer shall furnish the claimant with a written notification which shall include: (i) the reasons for the denial; (ii) specific references to the provisions of the Agreement on which the denial is based; (iii) a description of any additional material or information necessary for the claimant to perfect the claim for benefits, including an explanation of why such material or information is necessary; and (iv) an explanation of the review procedure set forth in subsection (b).

(b) A claimant who has received a written denial of a claim for benefits may appeal by filing with the Employer a written request for review. Such request must be made within sixty (60) days following the receipt of the written denial. In connection with any request for review, the claimant may at any time review all documents, records, and other information relevant to the claim free of charge, and request a review that takes into account all comments, documents, records and other information submitted (without regard to whether such information was submitted or considered in the initial benefit determination).

(c) The Employer shall notify the claimant of its determination on review within sixty (60) days following receipt of the request for review. This period may be extended by the Employer for up to sixty (60) days, *provided that* the Employer determines that special circumstances (such as the need to hold a hearing) require an extension of time for processing the claim. Written notice of the extension shall be furnished to the claimant prior to the beginning of the extension period. The extension notice must indicate the special circumstances requiring the extension and the date as of which the Employer expects to render a decision.

5. *Amendment.* This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the Employer and the Executive with respect to any of the terms contained herein.

6. *Nonassignability.* Except to the extent required by law, the right of the Executive or his beneficiaries to any benefit or payment under this Agreement: (a) shall not be subject to voluntary or involuntary anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment, or garnishment by creditors of the Executive or his beneficiaries; (b) shall not be considered an asset of the Executive or his beneficiaries in the event of any divorce, insolvency or bankruptcy; and (iii) shall not be subject to attachment, execution, garnishment, sequestration or other legal or equitable process. In the event that the Executive or any

beneficiaries who are entitled to receive benefits under the Agreement attempt to assign, transfer or dispose of such right, or if an attempt is made to subject said right to such process, such assignment, transfer, disposition or process shall, unless required by law, be null and void.

7. *Code Section 457(f) and Code Section 409A.* Any provision of this Agreement that is susceptible to more than one interpretation shall be interpreted in a manner that is consistent with the Agreement satisfying the requirements of Section 457(f) and Section 409A of the Internal Revenue Code of 1986, as amended (the "Code").


8. *Governing Law.* Except to the extent preempted by applicable federal laws, the provisions of this Agreement shall be interpreted, construed and administered in accordance with the laws of the State of Connecticut, without regard to its principles of conflicts of law.

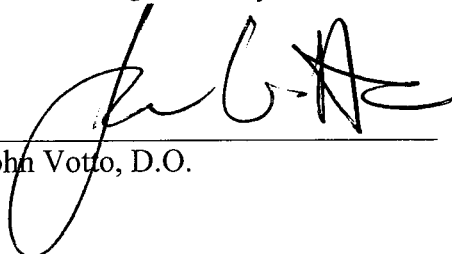
9. *Withholding.* The Employer shall have the right to deduct from any payment of deferred compensation any taxes required by law to be withheld from the Executive with respect to such payment.

10. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

HOSPITAL FOR SPECIAL CARE

By: 
Name: JAMES MAHONEY
Title: Chairman, HSC


John Votto, D.O.

2150 Corbin Avenue
New Britain,
Connecticut 06053
ATTN: M. Gomez

*Hospital for
Special Care*

UNLIMITED MAIL



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