

## Greer, Leslie

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**From:** Martone, Kim  
**Sent:** Wednesday, September 28, 2016 2:42 PM  
**To:** Roberts, Karen; Cotto, Carmen  
**Cc:** Greer, Leslie  
**Subject:** FW: Submission of Conditions 1 and 2 of Docket 15-32033-CON  
**Attachments:** Martone\_EMAIL\_9.28.16.pdf

### ***Kimberly R. Martone***

Director of Operations, Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13 CMN, Hartford, Connecticut 06134  
Phone: 860-418-7029 Fax: 860-418-7053  
Email: [Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov) Website: [www.ct.gov/ohca](http://www.ct.gov/ohca)



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**From:** Rosenthal, Nancy [<mailto:Nancy.Rosenthal@greenwichhospital.org>]  
**Sent:** Wednesday, September 28, 2016 2:36 PM  
**To:** Martone, Kim  
**Cc:** Capozzalo, Gayle; Willcox, Jennifer; Anderson, Maureen (LMHOSP); 'Patel, Shraddha'  
**Subject:** Submission of Conditions 1 and 2 of Docket 15-32033-CON

Kim,

Please see attached document containing a cover letter and reporting of Conditions 1 and 2.

Nancy

### **Nancy Rosenthal**

V.P., Strategy and Regulatory Planning

#### **Yale New Haven Health System**

2 Howe Street, Room 307  
New Haven, CT 06511

203-688-5721

[Nancy.Rosenthal@ynhh.org](mailto:Nancy.Rosenthal@ynhh.org)  
[www.ynhhs.org](http://www.ynhhs.org)

Please consider the **environment**  
before printing this email.

September 28, 2016

Ms. Kimberly Martone  
State of Connecticut  
Office of Healthcare Access  
410 Capitol Avenue, MS#13HCA  
Hartford, Connecticut 06134-0308

Dear Ms. Martone,

Pursuant to the Order contained within the Agreed Settlement of Docket Number 15-32033-CON, "Transfer of ownership of Lawrence + Memorial Corporation to Yale New Haven Health Services Corporation", Condition 1 and Condition 2 are required to be submitted within twenty (20) days following the Closing Date of this transaction. The Closing Date was September 8<sup>th</sup>.

Attached please find documents responsive to Conditions as 1 and 2. Condition 1 is being posted on L+MH's website immediately.

A copy of these documents will be sent via U.S. postal service.

Regards,



Nancy Levitt Rosenthal  
Vice President, Strategy and Regulatory Planning



September 8, 2016

Lawrence + Memorial Corporation  
365 Montauk Avenue  
New London, CT 06320

Re: **Limited Disclosures Pursuant to Affiliation Agreement by and between Yale-New Haven Health Services Corporation and Lawrence + Memorial Corporation**

Ladies and Gentlemen:

Reference is made to the Affiliation Agreement, dated as of July 17, 2015 (the “Effective Date”), by and between Yale-New Haven Health Services Corporation (“YNHHSC”) and Lawrence + Memorial Corporation (“L+M”), as amended to the date hereof (the “Affiliation Agreement”). All capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Affiliation Agreement.

YNHHSC and L+M agree and confirm that YNHHSC has made certain limited disclosures for purposes of Article 4 of the Affiliation Agreement. More specifically, although Section 4.1.1 of the Affiliation Agreement indicates that YNHHSC has provided or made available to L+M the governing documents of all YNHHSC Affiliates, governing documents have been provided only for certain key YNHHSC Affiliates. In addition, Section 4.9.1 of the Affiliation Agreement indicates that to the Knowledge of YNHHSC, the YNHHSC Affiliates have not had any breach of information security that would constitute (i) a “security incident” (as defined in 45 CFR § 164.304) that resulted in material and actual unauthorized access, use, disclosure, modification or destruction of Protected Health Information or (ii) a “breach” under Section 13402 of the American Recovery and Reinvestment Act of 2009 and any regulations promulgated thereunder or state information security laws or regulations that require notification to or of government officials, or to individuals whose information may have been breached, the YNHHSC Affiliates have only disclosed (i) such breaches that are not routine and (ii) such breaches in connection with which no YNHHSC Affiliate could reasonably expect to have material liability. Finally, although Section 4.10.7 of the Affiliation Agreement indicates that YNHHSC has provided or made available to L+M copies of the letters and/or rulings from the IRS which recognize that the YNHHSC Obligated Group Members are Tax-Exempt Organizations exempt from United States federal income taxes under Section 501(a) of the Code as organizations described in Section 501(c)(3) of the Code and not as “private foundations” as such term is defined in Section 509 of the Code, such determinations have not been provided.

YNHHSC and L+M agree that the disclosures made under Sections 4.1.1, 4.9.1 and 4.10.7 of the Affiliation Agreement are sufficient and L+M waives any closing condition or other requirement for YNHHSC to make any additional disclosure under such sections. To the best Knowledge of YNHHSC, the effect of the information not disclosed, provided or made available to L+M as described above, would not, individually or in the aggregate, be reasonably expected to have a YNHHSC Material Adverse Effect.

[Signature page follows]

Sincerely,

Yale-New Haven Health Services Corporation

By: Marna P. Borgstrom

Name: Marna P. Borgstrom

Title: President and Chief Executive Officer

Agreed and Confirmed:

Lawrence + Memorial Corporation

By: \_\_\_\_\_

Name: Bruce Cummings

Title: President and Chief Executive Officer

Sincerely,

Yale-New Haven Health Services  
Corporation

By: \_\_\_\_\_  
Name: Marna P. Borgstrom  
Title: President and Chief Executive Officer

Agreed and Confirmed:

Lawrence + Memorial Corporation

By: 

Name: Bruce Cummings  
Title: President and Chief Executive Officer

September 8, 2016

Lawrence + Memorial Corporation  
365 Montauk Avenue  
New London, CT 06320

**Re: Schedule Supplement Pursuant to Affiliation Agreement by and between Yale-New Haven Health Services Corporation and Lawrence + Memorial Corporation**

Ladies and Gentlemen:

Reference is made to the Affiliation Agreement, dated as of July 17, 2015 (the “Effective Date”), by and between Yale-New Haven Health Services Corporation (“YNHHSC”) and Lawrence + Memorial Corporation (“L+M”), as amended to the date hereof (the “Affiliation Agreement”). All capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Affiliation Agreement.

Pursuant to Section 5.3 of the Affiliation Agreement, YNHHSC hereby delivers to L+M this update to the YNHHSC Disclosure Schedule delivered as of the Effective Date. This Schedule Supplement includes (x) information that has first arisen or of which YNHHSC has first obtained Knowledge after the Effective Date and that if it existed on the Effective Date would have been required to be reflected on the Disclosure Schedules and (y) information that is necessary to correct any disclosure schedule or representation or warranty and that has first arisen or of which YNHHSC has first obtained Knowledge after the Effective Date. This Schedule Supplement shall be deemed to be incorporated into and to supplement and amend the YNHHSC Disclosure Schedule as of the Closing.

Section and sub-section numbers and letters used in the schedules to this letter correspond to the section and sub-section numbers and letters in the Affiliation Agreement, unless otherwise noted. The captions of each section in the schedules to this letter are included for convenience only and are not intended to limit the scope of the information required to be specifically disclosed.

No disclosure made herein or in the schedules to this letter constitutes an admission of any liability or obligation of any YNHHSC Affiliate, an admission against any interest of any YNHHSC Affiliate or a concession as to any defense available to any YNHHSC Affiliate. Unless the Affiliation Agreement specifically provides otherwise, the disclosure of specific item herein, shall not be deemed to constitute an admission that such item is not in the ordinary course of business. To the extent that any representation or warranty contained in the Affiliation Agreement is limited or qualified by the materiality of the matters to which the representation or warranty is given, the inclusion of any matter in any Schedule does not constitute an admission that such matters are material or will have a YNHHSC Material Adverse Effect. Certain information set forth herein is included solely for informational purposes and may not be required to be disclosed pursuant to the Affiliation Agreement.

If there is any inconsistency between any provision or statement in the Affiliation Agreement and any provision or statement in the schedules (other than an exception in any section or subsection to a specific representation or warranty), then the provision or statement in the Affiliation Agreement shall control.

Sincerely,

Yale-New Haven Health Services Corporation

By: Marna P. Borgstrom

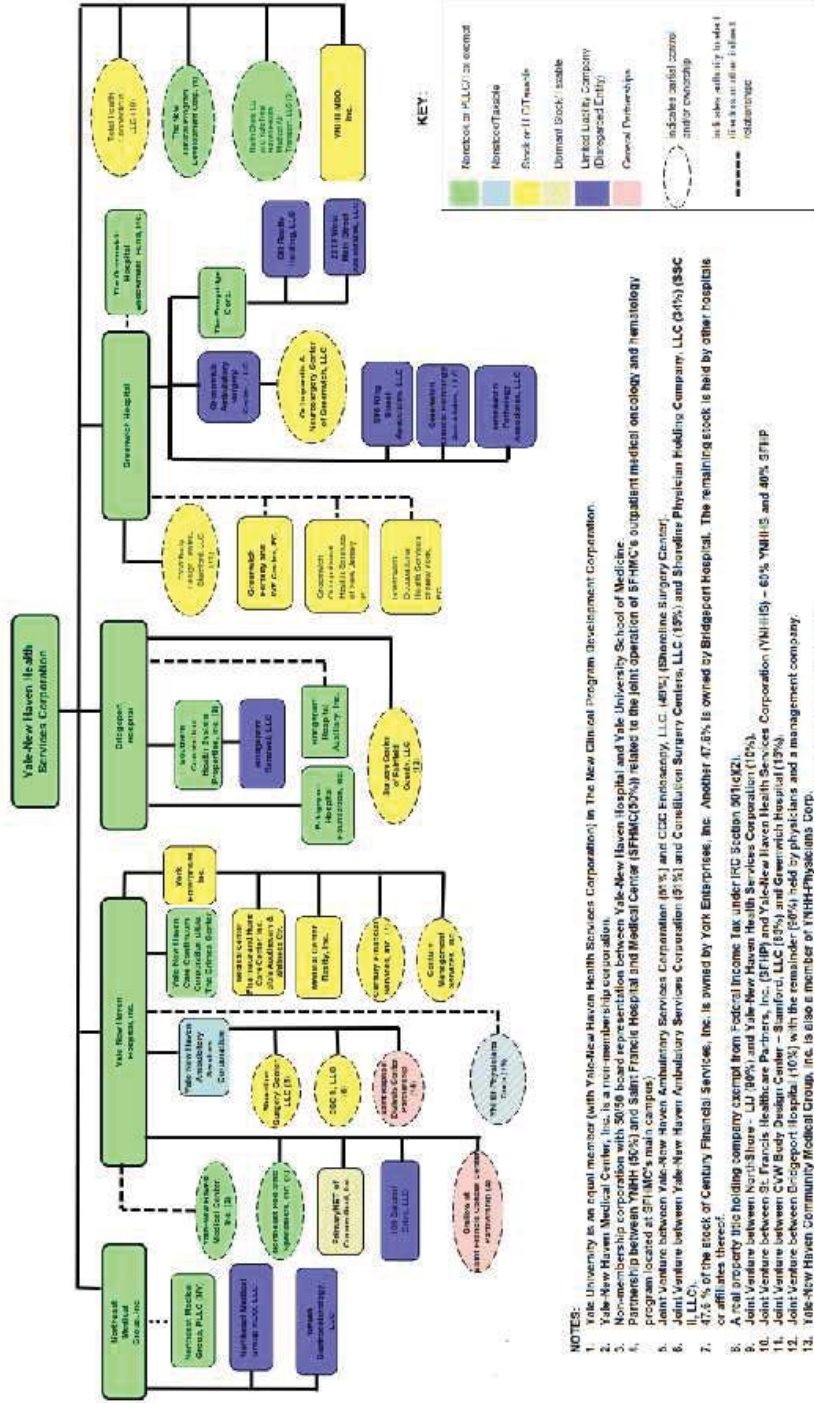
Name: Marna P. Borgstrom

Title: President and Chief Executive Officer

# Updated Schedule 4.1.1 – YNHHS Subsidaries

## Yale New Haven Health System

Last Updated: 01/22/16



- NOTES:**
- Yale University is an equal member (with Yale-New Haven Health Services Corporation) in the New Clinical Program Development Corporation.
  - Yale-New Haven Medical Center, Inc. is a non-membership corporation.
  - Non-membership corporation with 50/50 board representation between Yale-New Haven Hospital and Yale University School of Medicine.
  - Partnership between YNH (95%) and Saint Francis Hospital and Medical Center (SFHMC)(5%) related to the joint operation of SFHMC's outpatient medical oncology and hematology program located at SFHMC's main campus.
  - Joint Venture between Yale-New Haven Ambulatory Services Corporation (91%) and CCC Endoscopy, LLC (40%), (Endoscopy Surgery Center, LLC (41%)) (SSC I, LLC).
  - Joint Venture between Yale-New Haven Ambulatory Services Corporation (49.9%) and Coriander Physician Holdings Company, LLC (41%) (SSC II, LLC).
  - 47.8% of the stock of Century Physical Services, Inc. is owned by York Enterprises, Inc. Another 47.8% is owned by Bridgeport Hospital. The remaining stock is held by other hospitals in the area.
  - A joint venture holding company exempt from Federal Income Tax under IRC Section 907(c)(2).
  - Joint Venture between Northshore - LU (98%) and Yale New Haven Health Services Corporation (10%).
  - Joint Venture between St. Francis Healthcare Partners, Inc. (SFHP) and Yale-New Haven Health Services Corporation (YNH) (51%) - 61% YNH (5) and 40% SFHP.
  - Joint Venture between CVM Body Design Center - Stamford, LLC (55%) and Greenwich Hospital (15%).
  - Joint Venture between Bridgeport Hospital (40%) with the remainder (60%) held by physicians and a management company.
  - Yale-New Haven Community Medical Group, Inc. is also a member of YNH-Physicians Corp.
  - Joint Venture between Yale-New Haven Ambulatory Services Corporation (49.9%) and Rival Research Institute, LLC (9.1%).

## **Update to Schedule 4.8**

### **Subsequent Events**

The following language is added to the end of Paragraph 1 of Schedule 4.8:

The budgets for fiscal years 2016 and 2017 have been finalized, and under the final budgets we estimate that YNHHS will incur a net tax of \$149.2M, or 38.1% of the total tax liability for the State, in 2016, and a net tax of \$158.7M, or 36.2% of the total tax liability for the State, in 2017.



## **Updates to Schedule 4.27**

### **Consents and Approvals**

The following paragraph is added as Paragraph 10 to Schedule 4.27:

The Parties were required to and did submit a Notice of Hospital Affiliation to the Connecticut Attorney General pursuant to Conn. Gen. Stat. § 19a-486i(e).

The following paragraph is added as Paragraph 11 to Schedule 4.27:

As part of the Hospital Conversion Act approval in Rhode Island, YNHHSC and L+M must pursue a separate *cy pres* action relating to the charitable assets of the Westerly Hospital Foundation, but *cy pres* relief need not be obtained prior to Closing.

September 8, 2016

Yale-New Haven Health Services Corporation  
789 Howard Avenue  
New Haven, CT 06510

**Re: Limited Disclosures and Certain Waivers Pursuant to Affiliation Agreement By and Between Yale-New Haven Health Services Corporation and Lawrence + Memorial Corporation**

Ladies and Gentlemen:

Reference is made to the Affiliation Agreement, dated as of July 17, 2015 (the “Effective Date”), by and between Yale-New Haven Health Services Corporation (“YNHHSC”) and Lawrence + Memorial Corporation (“L+M”), as amended to the date hereof (the “Affiliation Agreement”). All capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Affiliation Agreement.

Article 3

L+M and YNHHSC agree and confirm that L+M has made certain limited representations and disclosures for purposes of Article 3 of the Affiliation Agreement. More specifically, although:

1. Section 3.5.1 of the Affiliation Agreement indicates that L+M has provided to YNHHSC a copy of current title reports relating to the Principal Properties, such title reports have been provided only as of the Effective Date,
2. Section 3.9.1 of the Affiliation Agreement indicates that to the Knowledge of L+M, the L+M Affiliates have not had any breach of information security that would constitute (i) a “security incident” (as defined in 45 CFR § 164.304) that resulted in material and actual unauthorized access, use, disclosure, modification or destruction of Protected Health Information or (ii) a “breach” under Section 13402 of the American Recovery and Reinvestment Act of 2009 and any regulations promulgated thereunder or state information security laws or regulations that require notification to or of government officials, or to individuals whose information may have been breached, the L+M Affiliates have only disclosed (i) such breaches that are not routine and (2) such breaches in connection with which no L+M Affiliate could reasonably expect to have material liability,
3. Section 3.9.1 of the Affiliation indicates that L+M has provided to YNHHSC copies of any voluntary self-disclosure filing made with CMS or any other Governmental Authority and a description of the status of each such self-disclosure filing, L+M has only provided a description of the status of each such self-disclosure filing and offered to YNHHSC a copy of each such self-disclosure filing,
4. Section 3.9.6 of the Affiliation Agreement indicates that L+M has provided to YNHHSC copies of certain Contracts as of the Closing Date, copies of such Contracts have been provided only as of the Effective Date,
5. Section 3.19 of the Affiliation Agreement indicates that L+M has provided or made available to YNHHSC a correct and complete copy of (a) the minute books of the L+M Affiliates and (b) the minutes maintained by the L+M Affiliates quality assurance committees since October 1, 2011,

each subject to the qualifications set forth in Section 3.19 of the Affiliation Agreement, L+M has only provided such minutes through the Effective Date, and

6. Schedule 3.27 L+M previously disclosed to YNHHSC on Schedule 3.27 to the Affiliation Agreement that the appointment of YNHHSC as the ultimate parent of LMI may require approval of the Cayman Island Monetary Authority under Section 12 of the Cayman Island Insurance Law. The approval process with the Cayman Island Monetary Authority is currently underway, but such approval may not be received prior to the Closing. YNHHSC hereby acknowledges and confirms that it is aware that the approval of the Cayman Island Monetary has not yet been received. If approval is not received prior to the Closing, L+M will use commercially reasonable efforts to obtain the required approval as soon as practicable after the Closing.
7. Section 3.34 of the Affiliation Agreement indicates that, except as specifically disclosed to YNHHSC, none of the L+M Affiliates has material Liabilities or material obligations of any nature, as more specifically set forth in Section 3.34 of the Affiliation Agreement, arising out of, or relating to, the business operations of L+M Affiliates and which are required to be reflected on a balance sheet prepared in accordance with GAAP, except: (a) liabilities or obligations as and to the extent reflected on or accrued or reserved against as set forth in the L+M 2014 Audited Financial Statements; and (ii) liabilities incurred since the date of the L+M 2014 Audited Financial Statements in the ordinary course of business, L+M is making this representation based upon its 2015 audited financial statements, which have previously been provided by L+M to YNHHSC, rather than the L+M 2014 Audited Financial Statements.

L+M and YNHHSC agree that the disclosures and representations and warranties made under Sections 3.5.1, 3.9.1, 3.9.6, 3.19 and 3.34 of the Affiliation Agreement are sufficient and YNHHSC waives any closing condition or other requirement for L+M to make any additional representations or disclosures under such sections.

#### Article 5

Pursuant to Section 5.1.9(a) of the Affiliation Agreement, L+M is required to engage a qualified environmental consultant and to conduct an operational compliance self-audit of the operations of LMH, LMW, LMMG and VNA of Southeastern Connecticut with respect to Environmental, Health and Safety Requirements (an “Environmental Self-Audit”) and to complete a written report of such self-audit prior to the Closing Date. As of the Closing Date, L+M has completed an Environmental Self-Audit of and delivered the corresponding written report to YNHHSC with respect to the Owned Real Property, but has not completed an Environmental Self-Audit of any leased real properties of LMH, LMW, LMMG or VNA of Southeastern Connecticut that are leased by LMH, LMW, LMMG or VNA of Southeastern Connecticut as of the Effective Date (collectively, the “Leased Properties”). L+M hereby agrees to complete an Environmental Self-Audit of the Leased Properties and to deliver the corresponding written report to YNHHSC with respect thereto within a reasonable time period following the Closing Date.

YNHHSC hereby agrees to waive the requirement that L+M complete an Environmental Self-Audit under Section 5.1.9(a) of the Affiliation Agreement with respect to the Leased Properties prior to the Closing Date; provided, that, L+M complete such Environmental Self-Audit of each Leased Property and deliver the corresponding written report to YNHHSC with respect thereto within a reasonable time period following the Closing Date.

To the best Knowledge of L+M, the effect of the information not disclosed, provided or made available to YNHHSC as described above, would not, individually or in the aggregate, be reasonably expected to have an L+M Material Adverse Effect.

Sincerely,

Lawrence + Memorial Corporation

By: 

Name: Bruce Cummings

Title: President and Chief Executive Officer

Agreed and Confirmed:

Yale-New Haven Health Services  
Corporation

By: \_\_\_\_\_

Name: Marna P. Borgstrom

Title: President and Chief Executive Officer

Sincerely,

Lawrence + Memorial Corporation

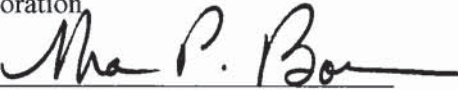
By: \_\_\_\_\_

Name: Bruce Cummings

Title: President and Chief Executive Officer

Agreed and Confirmed:

Yale-New Haven Health Services  
Corporation

By: 

Name: Marna P. Borgstrom

Title: President and Chief Executive Officer

September 8, 2016

Yale-New Haven Health Services Corporation  
789 Howard Avenue  
New Haven, CT 06510

**Re: Schedule Supplement Pursuant to Affiliation Agreement By and Between  
Yale-New Haven Health Services Corporation and Lawrence + Memorial  
Corporation**

Ladies and Gentlemen:

Reference is made to the Affiliation Agreement (the “Affiliation Agreement”), dated as July 17, 2015, by and between Yale-New Haven Health Services Corporation (“YNHHSC”) and Lawrence + Memorial Corporation (“L+M”). All capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Affiliation Agreement.

Pursuant to Section 5.3 of the Affiliation Agreement, L+M hereby delivers to YNHHSC this update to the L+M Schedules to the Affiliation Agreement (the “L+M Disclosure Schedule”) delivered as of the Effective Date. This letter (the “Schedule Supplement”) includes (x) information that has first arisen or of which L+M has first obtained Knowledge after the Effective Date and that if it existed on the Effective Date would have been required to be reflected on the Disclosure Schedules and (y) information that is necessary to correct any disclosure schedule or representation or warranty and that has first arisen or of which L+M has first obtained Knowledge after the Effective Date. This Schedule Supplement shall be deemed to be incorporated into and to supplement and amend the L+M Disclosure Schedule as of the Closing.

Section and sub-section numbers and letters used in the attached Schedule Supplement correspond to the section and sub-section numbers and letters in the Affiliation Agreement, unless otherwise noted, and any information disclosed in in the attached Schedule Supplement shall be deemed to be disclosed to YNHHSC for all purposes of the Affiliation Agreement so long as such disclosure’s relevance to the applicable section(s) of the Affiliation Agreement is reasonably apparent on its face. The captions of each section in the Schedule Supplement are included for convenience only and are not intended to limit the scope of such part, paragraph or section of the Schedule Supplement as set forth in the Affiliation Agreement.

No disclosure made herein or in the Schedule Supplement constitutes an admission of any liability or obligation of any L+M Affiliate, an admission against any interest of any L+M

Affiliate or a concession as to any defense available to any L+M Affiliate. Unless the Affiliation Agreement specifically provides otherwise, the disclosure of specific item herein, shall not be deemed to constitute an admission that such item is not in the ordinary course of business. To the extent that any representation or warranty contained in the Affiliation Agreement is limited or qualified by the materiality of the matters to which the representation or warranty is given, the inclusion of any matter in the Schedule Supplement does not constitute an admission that such matters are material or will have a L+M Material Adverse Effect. Certain information set forth herein is included solely for informational purposes and may not be required to be disclosed pursuant to the Affiliation Agreement.


If there is any inconsistency between any provision or statement in the Affiliation Agreement and any provision or statement in the Schedule Supplement (other than an exception in any section or subsection to a specific representation or warranty), then the provision or statement in the Affiliation Agreement shall control.

[Signature page follows.]



Sincerely,

Lawrence + Memorial Corporation

By:   
Name: Bruce Cummings  
Title: President and Chief Executive  
Officer

## Update to Schedule 3.1.1

### L+M Subsidiaries

Schedule 3.1.1 is hereby amended and restated in its entirety as follows:

#### **Direct Subsidiaries of Lawrence + Memorial Corporation:**

- Lawrence + Memorial Hospital, Inc.\*
- LMW Healthcare, Inc.\*
- L&M Physician Association, Inc.\*
- L & M Systems, Inc.
- Visiting Nurse Association of Southeastern Connecticut Inc.\*
- [L & M Health Care, Inc.]\*
- L+M Indemnity Company Ltd.
- [Lawrence and Memorial Foundation, Inc.]\*

#### **Direct Subsidiaries of Lawrence + Memorial Hospital, Inc.:**

- Associated Specialists of Southeastern Connecticut, Inc.\*

#### **Direct Subsidiaries of LMW Healthcare, Inc.:**

- The Westerly Hospital Foundation, Inc.\*
- Westerly Hospital Energy Company, LLC
- The Westerly Hospital Auxiliary, Inc.\*

#### **Direct Subsidiaries of L & M Systems, Inc.:**

- L&M Home Care Services, Inc.
- [L & M Home Medical Equipment, LLC]

#### **Other Entities in which any L+M Affiliate has an interest:**

- DVA Healthcare of New London, LLC
- Connecticut Hospital Laboratory Network, LLC
- Value Care Alliance, LLC
- Northeast Purchasing Coalition, LLC

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\* Tax-Exempt Organization

[ ] Inactive Entity

\_\_\_ L+M Determination Letter has been received

## Update to Schedule 3.5.1

### Owned Real Property

The list of Owned Real Property is hereby amended and restated as follows:

Owner	Street	City/Town	State
LMH	365 Montauk Ave	New London	CT
LMH	7 Ray Street & 449 Ocean Avenue	New London	CT
LMH	48R Miner Lane	Waterford	CT
LMH	900 Bank Street	New London	CT
LMH	230 Waterford Parkway South	Waterford	CT
LMH	194 Howard Street	New London	CT
LMH	197 Howard Street	New London	CT
LMH	203 Howard Street	New London	CT
LMH (the "Pequot Property")*	52 Hazelnut Hill Road	Groton	CT
LMH	412 Ocean Ave	New London	CT
LMH 7/8 interest; Bank of America 1/8 interest (in trust on behalf of Elizabeth Stamm Estate) (the "Beach Property")^	Pequot Ave	New London	CT
LMW	1 Rhody Drive	Westerly	RI
LMW	65 Wells Street	Westerly	RI
LMW	11 Wells Street Unit 6	Westerly	RI
LMW	45 East Avenue	Westerly	RI
LMW	3 Rhody Drive	Westerly	RI
LMW	26 Wells Street	Westerly	RI
LMW	45 Wells Street, Unit 101	Westerly	RI
LMW	45 Wells Street, Unit 201	Westerly	RI
LMW	25 Wells Street	Westerly	RI
LMW	81 Beach Street	Westerly	RI
VNA of Southeastern Connecticut Inc.	403 N Frontage Rd	Waterford	CT
LMH	One Huntley Road	Old Lyme	CT
L+M	230 Waterford Parkway South (land)	Waterford	CT
LMH	230 Waterford Parkway South (building)	Waterford	CT

\*The fee interest in the land on which the Pequot Property is situated is not owned by an L+M Affiliate, but is leased by LMH from the City of Groton, CT, pursuant to a Ground Lease, dated May 1, 1991.

^LMH owns a 7/8 interest in the Beach Property (a beach located in New London, CT for the use of L+M employees and their families). The remaining 1/8 interest in the Beach Property is held by Bank of America, in trust, on behalf of the Elizabeth Stamm Estate.

The following properties are currently on the market: 11 Wells Street Unit 6, Westerly, RI and One Huntley Road, Old Lyme, CT (offer to purchase has been received).

## Update to Schedule 3.8

### Subsequent Events

Schedule 3.8 is hereby amended as follows:

(b)

The description of the Integrated Leave Program is hereby amended and restated in its entirety as follows:

*“Integrated Leave Program - Effective April 1, 2015, LMH adopted a new integrated leave program for Directors and Managers and Vice Presidents that are paid biweekly (impacting 120 employees), which includes LMH paid short term disability (self-insured) and long term disability (fully insured) insurance through Unum (Policy No. 468882 001). The plan also moves affected employees to an “All Time” bank for days off rather than Separate Paid Time Off (“PTO”) and Sick banks and provides for a 2015 PTO cash out of up to 5 days (with 15 days permitted to be kept in the PTO bank) and eliminates Sick day cash out for new employees (current employees may maintain up to 100 days in frozen Sick bank until used for short term disability paid at 75% and L+M has promised to pay each applicable employee for any hours in excess of 800 in their respective Sick banks at such employee’s current base rate (up to \$10,000). No PTO cash out will be permitted in 2016 and employees will be permitted to roll over 10 PTO days per year on a going forward basis.”*

The following is hereby added to subsection (b):

The L+M Affiliates have agreed to pay retention bonuses to certain select individuals in connection with the consummation of the transactions contemplated by the Affiliation Agreement and/or the go-live of Epic Connect.

(d)

The following items are hereby added to subsection (d):

(1) LMH has purchased an HVAC for the 600 Building for a purchase price of \$1,135,743.

(2) LMW has purchased an HVAC for its operating room for a purchase price of \$1,840,000.

(l)

The following item is hereby added to subsection (l):

(1) In 2015 the primary layer of insurance maintained by or for LMI was exhausted, but no excess layers of such insurance were exhausted.

## **Update to Schedule 3.10.6**

### **Real Property Certiorari Proceedings**

Schedule 3.10.6 is hereby amended and restated in its entirety as follows:

Along with Yale-New Haven Hospital, Bridgeport Hospital, Greenwich Hospital, the Connecticut Hospital Association and a number of other Connecticut hospitals, L+M have challenged the constitutionality of the Hospitals Tax with the State of Connecticut Department of Social Services and Department of Revenue Services.

## **Update to Schedule 3.13**

### **Transactions with Affiliates**

Schedule 3.13 is hereby amended as follows:

(1) Number (5) is hereby deleted in its entirety and replaced with the following:

(5) Medical Office Lease, effective August 1, 2015, by and between The New London Medical Arts Group, LLC and L+M. The New London Medical Arts Group, LLC is partially owned by Ross J. Sanfilippo, D.M.D., a member of the L+M Board of Directors.

(2) Number (9) is hereby deleted in its entirety.

(3) Number (13) is hereby deleted in its entirety and replaced with the following:

(13) Letter Agreement, dated January 1, 2016, between David F. Reisfeld, MD and LMH (for Dr. Reisfeld's services of LMH Medical Staff Immediate Past President).

(4) The following items are hereby added to Schedule 3.13:

(1) Intensivist Medical Director Agreement, dated as of January 1, 2009, by and between LMH, Southeastern Pulmonary Associates, P.C., Gold Coast Pulmonary and Sleep and Shoreline Pulmonary Associates (owned all, or in part, by Niall J. Duhig, MD, a member of the LMH Board of Directors), as amended by First Amendment to the Intensivist Medical Director Agreement, dated as of January 1, 2014, by and between LMH, Southeastern Pulmonary Associates, P.C., Gold Coast Pulmonary and Sleep, Shoreline Pulmonary Associates and IPC Hospitalists of New England, P.C. d/b/a IPC of Connecticut.

(2) Exclusive Services Agreement, dated as of May 2, 2008, by and between LMH and Anesthesia Associates of New London, P.C. (owned in part by Dr. Joseph Cecere, a member of the LMH Board of Directors), as amended by Amendment to Exclusive Services Agreement, dated as of December 28, 2009, Amendment to Exclusive Services Agreement, dated as of February 1, 2014, and Amendment to Exclusive Services Agreement, dated as of August 1, 2016, and as supplemented by the Letter of Understanding, dated as of December 10, 2010.

## **Update to Schedule 3.16.1**

### **Collective Bargaining Matters**

Schedule 3.16.1 is hereby amended and restated in its entirety as follows:

(1) Agreement by and between LMH and AFT-CT, AFT Healthcare, AFL-CIO Local 5049 (“Local 5049”), entered into as of March 9, 2016, including that certain Memorandum of Understanding between LMH and Local 5049, dated as of July 15, 2015, and including that certain Memorandum of Agreement by and among LMH, Local 5051, Local 5049 and Local 5123, dated as of June 20, 2016.

(2) Agreement by and between LMH and AFT-CT, AFT Healthcare, AFL-CIO Local 5051 (“Local 5051”), entered into as of March 9, 2016, including certain Memorandum of Understanding by and between LMH and Local 5051, dated as of September 15, 2015, and that certain Memorandum of Agreement between LMH and Local 5051, dated as of April 6, 2016, and also including that certain Memorandum of Agreement by and among LMH, Local 5051, Local 5049 and Local 5123, dated as of June 20, 2016.

(3) Agreement by and between LMH and Lawrence & Memorial Healthcare Workers Union, Local 5123 (“Local 5123”), AFT-CT, AFT, AFL-CIO, entered into as of March 9, 2016, including certain Memorandum of Agreement by and between LMH and Local 5123, dated as of November 19, 2015, March 24, 2016 and July 22, 2016, and also including that certain Memorandum of Agreement by and among LMH, Local 5051, Local 5049 and Local 5123, dated as of June 20, 2016.

(4) Agreement by and between LMH and International Union, Security, Police and Fire Professionals of America, dated as of February 4, 2015, including that certain Memorandum of Understanding between LMH and International Union, Security, Police and Fire Professionals of America, dated as of April 1, 2016.

(5) Agreement by and between LMW and The Westerly United Nurses and Allied Professionals, Local 5104 (“Local 5104”), dated as of July 1, 2014, including that certain Memorandum of Agreement by and between LMW and Local 5104, dated as of June 28, 2016, and also including certain Memorandum of Agreement by and between LMH and Local 5075 and 5104, undated and dated as of June 28, 2016, June 28, 2016, July 27, 2016, August 27, 2016.

(6) Agreement by and between LMW and the Westerly United Nurses and Allied Professionals, Local 5075 (“Local 5075”), dated as of July 1, 2014, including certain Memoranda of Understanding by and between LMW and Local 5075, undated and dated as of January 15, 1991, May 8, 1992, April 27, 1994, February 15, 2001, October 1, 2015, November 17, 2015, February 12, 2016, February 15, 2016, May 12, 2016, June 3, 2016 and August 1, 2016, and also including certain Memorandum of Agreement by and between LMW and Locals 5075 and 5104, undated and dated as of June 28, 2016, June 28, 2016, July 27, 2016, August 27, 2016.

(7) Collective Bargaining Agreement by and between Visiting Nurse Association of Southeastern Connecticut, Inc. and the Visiting Nurses Association of Southeastern Connecticut Federation of Registered Nurses and Home Health Aides, Local 5119 (“Local 5119”), AFT-CT, AFT, AFL-CIO, dated as of October 1, 2014, including that certain Memorandum of Understanding by and between Local 5119 and Visiting Nurse Association of Southeastern Connecticut, Inc., dated as of August 2, 2016 (RNs).

(8) Collective Bargaining Agreement by and between Visiting Nurse Association of Southeastern Connecticut, Inc. and the Visiting Nurse Association of Southeastern Connecticut Federation of



Registered Nurses and Home Health Aides, Local 5119, AFT-CT, AFT, AFL-CIO, dated as of October 1, 2014, including that certain Memorandum of Understanding by and between Local 5119 and Visiting Nurse Association of Southeastern Connecticut, Inc., dated as of August 2, 2016 (Home Health Aides).

(9) The National Labor Relations Board scheduled a union election at the Medical Office Building location of LMMG on November 25, 2014. The union, AFT-Connecticut, was seeking to represent LPNs, medical assistants, patient coordinators, patient care navigators and surgical schedulers. The election resulted in a no vote for AFT-Connecticut representation.

## Update to Schedule 3.17.1

### L+M Plans

Schedule 3.17.1 is hereby amended and restated as follows:

Number (2) is hereby amended and restated in its entirety as follows:

(2) LMH §457(b) Plan for Select Management Employees, effective as of October 28, 2002, as amended by that certain First Amendment to LMH §457(b) Plan, effective as of October 1, 2010 and Second Amendment to LMH §457(b) Plan, effective as of October 1, 2013. In connection with the LMH §457(b) Plan, LMH established an Irrevocable Rabbi Trust, pursuant to an Agreement by and between LMH and Lincoln Financial Group Trust Company, dated as of February 1, 2016.

Number (3) is hereby amended and restated in its entirety as follows:

(3) LMH 401(k) Plan, amended and restated effective as of February 3, 2016.

Number (15) is hereby amended and restated in its entirety as follows:

(15) LMH Medical insurance provided by Anthem Blue Cross Blue Shield and Century Preferred PPO. Prescription Coverage is through CaremarkPCS Health, L.L.C.

Number (34) is hereby amended and restated in its entirety as follows:

(34) LMH maintains a life insurance policy with Canada Life Assurance Company (Policy No. 2380459) on behalf of John F. Mirabito, the former Chief Executive Officer of L+M. The Annual Premium for the policy is \$4,115.00.

Number (37) is hereby amended and restated in its entirety as follows:

(37) The Sound Medical Associates, P.C. Profit Sharing Plan, as amended, was terminated effective December 1, 2015.

## **Update to Schedule 3.17.4**

### **Benefits Triggered by Agreements**

Schedule 3.17.4 is hereby amended and restated in its entirety as follows:

The L+M Affiliates have agreed to pay retention bonuses to certain select individuals in connection with the consummation of the transactions contemplated by the Affiliation Agreement and/or the go-live of Epic Connect.

## Schedule 3.27

### Consents and Approvals

Schedule 3.27 is hereby amended to include the following items:

(1) The Parties were required to and did submit a Notice of Hospital Affiliation to the Connecticut Attorney General pursuant to Conn. Gen. Stat. § 19a-486i(e).

(2) As part of the Hospital Conversion Act approval in Rhode Island, YNHHS and L+M must pursue a separate cy pres action relating to the charitable assets of the Westerly Hospital Foundation, but cy pres relief need not be obtained prior to Closing.

(3) Services and Support Agreement by and between Sound Medical Associates, P.C. and Island Health Project, Inc., dated as of September 21, 2001 and amended as of November 21, 2014.

(4) Consent under the following agreements with third party payors is required in connection with the closing of the LMMG-NEMG Merger:

(a) Physician Group Agreement, dated as of February 1, 2010, by and between Aetna Better Health Inc. and LMMG.

(b) Physician Group Agreement, dated as of January 1, 2010, by and between Aetna Health Inc. and LMMG.

(c) Participating Provider Group Agreement, effective as of January 1, 2010, by and between Anthem Health Plans, Inc. and LMMG.

(d) Group Agreement, effective as of January 1, 2010, by and between ConnectiCare, Inc. and LMMG.

(e) Services Agreement, effective February 24, 2012, by and between Community Cash Management Corporation (dba Marcam Associates) and LMMG.

**Update to Schedule 3.28.2**

**Cost Report Periods**

Schedule 3.28.2 is hereby amended and restated in its entirety as follows:

LMH

<b>Government Payer Program</b>	<b>Last Three Complete Report Periods</b>	<b>Date Cost Reports Filed</b>	<b>NPR</b>
Medicare	10/1/2012 - 9/30/2013	2/26/2014	No
	10/1/2013 - 9/30/2014	3/25/2015	No
	10/1/2014 - 9/30/2015	2/26/2015	No
Medicaid	10/1/2012 - 9/30/2013	7/1/2014	N/A
	10/1/2013 - 9/30/2014	7/1/2015	N/A
	10/1/2014 - 9/30/2015	7/1/2016	N/A

LMW

<b>Government Payer Program</b>	<b>Last Three Complete Report Periods</b>	<b>Date Cost Reports Filed</b>	<b>NPR</b>
Medicare	10/1/2012 - 9/30/2013	2/14/2014	4/16/16
	10/1/2013 - 9/30/2014	3/2/2015	No
	10/1/2014 - 9/30/2015	2/25/2015	No

**FIRST AMENDMENT TO THE  
AFFILIATION AGREEMENT BY AND BETWEEN  
YALE-NEW HAVEN HEALTH SERVICES CORPORATION  
AND  
LAWRENCE + MEMORIAL CORPORATION**

This First Amendment to the Affiliation Agreement by and between Yale-New Haven Health Services Corporation and Lawrence & Memorial Corporation (this “First Amendment”) is made and entered into as of September 8, 2016, by and between Yale-New Haven Health Services Corporation (“YNHHSC”) and Lawrence + Memorial Corporation (“L+M”).

**RECITALS**

WHEREAS, YNHHSC and L+M entered into an Affiliation Agreement dated as of July 17, 2015 (the “Affiliation Agreement”);

WHEREAS, initially capitalized terms that are used in this First Amendment without other definition have the respective meanings ascribed thereto in the Affiliation Agreement;

WHEREAS, at the time the Parties entered into the Affiliation Agreement, the Parties set forth certain intentions with respect to the merger (the “Merger”) of L+M Physician Association, Inc., a Connecticut non-stock medical foundation doing business as L+M Medical Group (“LMMG”) and Northeast Medical Group Inc., a Connecticut non-stock medical foundation (“NEMG”), which Merger was contemplated to take place as of the Closing Date and as a condition of Closing pursuant to the Affiliation Agreement;

WHEREAS, the Parties wish to proceed to the Closing without effecting the Merger, but instead to effect the Merger at a date subsequent to the Closing to be agreed upon by YNHHSC and L+M (the “Post Closing Merger Effective Date”); and

WHEREAS, to facilitate the Closing, the Parties wish to amend the Affiliation Agreement;

NOW, THEREFORE, in consideration of the foregoing, of mutual promises of the Parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereby agree, and the Affiliation Agreement is hereby amended as follows.

**ARTICLE 1**

**AMENDMENTS TO AFFILIATION AGREEMENT**

1.1 Section 2.1.4 of the Affiliation Agreement is hereby amended as follows (deletions shown in ~~strike through~~; additions shown in **bold**):

**“2.1.4 Medical Foundation Matters. As of the Closing Date, L+M shall remain the sole member of LMMG and YNHSC shall remain the sole member of NEMG. Following the Closing, YNHSC and NEMG shall cooperate to maximize the efficiency of operations of LMMG and NEMG. As of the Closing Date, (i) ~~LMMG shall be merged with and into NEMG with NEMG surviving pursuant to an Agreement and Plan of Merger (the “LMMG-NEMG Agreement and Plan of Merger”) in the form attached as Exhibit 2.1.4(A);~~ (ii) two physician employees of ~~NEMG~~ **LMMG** who are members of the medical staff of LMH and/or LMW, nominated in accordance with the bylaws of NEMG, shall be elected to the board of trustees of NEMG; ~~(iii)~~ **(ii)** the president of L+M or his or her designee shall be elected to the board of trustees of NEMG; **(iii)** ~~(iv)~~ the bylaws of NEMG shall be amended and restated in the form of the Amended and Restated Bylaws of NEMG (the “Amended and Restated Bylaws of NEMG”) attached hereto as Exhibit 2.1.4(B); **(iv)** the certificate of incorporation of NEMG shall be amended and restated in the form of the Amended and Restated Certificate of Incorporation of NEMG (the “Amended and Restated Certificate of Incorporation of NEMG”) attached hereto as Exhibit 2.1.4(C); **(v) the bylaws of LMMG shall be amended and restated in the form of the Amended and Restated Bylaws of LMMG (the “Amended and Restated Bylaws of LMMG”) attached hereto as Exhibit 2.1.4(D); and (vi) the certificate of incorporation of LMMG shall be amended and restated in the form of the Amended and Restated Certificate of Incorporation of LMMG (the “Amended and Restated Certificate of Incorporation of LMMG”) attached hereto as Exhibit 2.1.4(E). In addition, as soon as reasonably practicable following the Closing Date, and** ~~(vi)~~ the contracts held by Sound Medical Associates, P.C. will be assigned to NEMG PLLC. **In addition, as of the Post Closing Merger Effective Date, LMMG shall be merged with and into NEMG with NEMG surviving pursuant to an Agreement and Plan of Merger (the “LMMG-NEMG Agreement and Plan of Merger”) in the form attached as Exhibit 2.1.4(A).”****”

1.2 The final paragraph of Section 2.1.5 of the Affiliation Agreement is hereby amended as follows (deletions show in ~~striketrough~~; additions shown in **bold**):

“The LMH Amended Certificate of Incorporation, the LMW Amended Certificate of Incorporation, **the Amended and Restated Certificate of Incorporation of LMMG** and the VNA of Southeastern Connecticut Amended Certificate of Incorporation shall be referred to herein as the “*L+M Subsidiaries Amended Certificates of Incorporation*;” the LMH Amended Bylaws, the LMW Amended Bylaws, ~~and~~ the VNA of Southeastern Connecticut Amended Bylaws, **and the Amended and Restated Bylaws of LMMG** shall be referred to herein as the “*L+M Subsidiaries Amended Bylaws*.” From and after the Closing Date, any other L+M Subsidiaries shall be operated in conformity with the principles reflected in the L+M Subsidiaries Amended Certificates of Incorporation and the L+M Subsidiaries Amended Bylaws.”

1.3 Section 2.2 of the Affiliation Agreement is hereby amended as follows (deletions shown in ~~striketrough~~; additions shown in **bold**):

**“2.2 Maintenance of Separate Corporate Existence. After giving effect to the Closing, the corporate existence, names, rights, privileges, immunities, powers,**



franchises, facilities and other licenses, duties and liabilities of L+M and each L+M Subsidiary, ~~other than LMMG~~, shall be governed by the Board of Trustees of L+M or such L+M Subsidiary, as applicable, subject to the L+M Amended Certificate of Incorporation and the L+M Amended Bylaws or the L+M Subsidiaries Amended Certificates of Incorporation and L+M Subsidiaries Amended Bylaws, as applicable, **except as otherwise provided in the LMMG-NEMG Agreement and Plan of Merger as of the Post Closing Merger Effective Date**. Except as otherwise contemplated by this Agreement, the Affiliation shall not result in a transfer or conveyance as of the Closing Date of any asset or the assumption of any liability of either Party or any Affiliate of either Party.”

1.4 Section 2.10 of the Affiliation Agreement is hereby amended as follows (deletions shown in ~~strike through~~; additions shown in **bold**):

“2.10 Obligated Group. On the earliest date following the Closing Date that is reasonably determined by YNHHS and in accordance with the requirements of the L+M Master Trust Indenture, YNHHS shall have the authority to cause L+M and LMH, **LMMG**, LMW and/or such other L+M Subsidiaries as YNHHS shall determine to become YNHHS Obligated Group Members, and effective upon becoming a YNHHS Obligated Group Member the applicable L+M Affiliate shall execute a joinder to become a party to the YNHHS Obligated Group Agreement and shall take such other steps as YNHHS may require in connection with such status.”

1.5 Section 3.2 of the Affiliation Agreement is hereby amended as follows (deletions shown in ~~strike through~~; additions shown in **bold**):

“3.2 Authorization of Transaction. L+M has full corporate power and authority to execute and deliver this Affiliation Agreement and to perform its obligations hereunder. This Agreement has been duly authorized by all requisite corporate action of L+M. This Agreement has been duly executed and delivered by L+M and, assuming due authorization, execution and delivery by YNHHS, and receipt of the consents and approvals listed in Schedule 3.27, constitutes a valid and binding obligation of L+M, enforceable against L+M in accordance with its terms (except as may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization, preference or similar Applicable Laws of general applicability relating to or affecting the rights of creditors generally and subject to general principles of equity (regardless of whether enforcement is sought in equity or at law)). The amendment of the certificate of incorporation of L+M in the form of the L+M Amended Certificate of Incorporation and the amendment of the bylaws of L+M in the form of the L+M Amended Bylaws, in each case effective as of and subject to the Closing, has been duly authorized by all requisite corporate action of L+M. The LMMG-NEMG Agreement and Plan of Merger to become effective as of **the Post Closing Merger Effective Date** and subject to the Closing: (a) have been duly authorized by all requisite corporate action of L+M; and (b) in the case of LMMG, have been (or upon Closing will be) duly authorized by all requisite corporate action of LMMG. The amendment of the certificate of incorporation of each applicable L+M Subsidiary in the form of: (i) the LMH Amended Certificate of Incorporation; (ii) the LMW Amended Certificate of Incorporation; ~~and~~ (iii) the VNA of Southeastern

Connecticut Amended Certificate of Incorporation; **and (iv) the Amended and Restated Certificate of Incorporation of LMMG**, and the amendment of the bylaws of each applicable L+M Subsidiary in the form of: (x) the LMH Amended Bylaws; (y) the LMW Amended Bylaws; ~~and (z) the VNA of Southeastern Connecticut Amended Bylaws;~~ **and (zz) the Amended and Restated Bylaws of LMMG**, in each case effective as of and subject to the Closing: (a) has been duly authorized by all requisite corporate action of L+M; and (b) in the case of each applicable L+M Subsidiary, has been (or upon Closing will be) duly authorized by all requisite corporate action of such L+M Subsidiary.”

1.6 Section 4.2 of the Affiliation Agreement is hereby amended as follows (deletions shown in ~~striketrough~~; additions shown in **bold**):

“4.2 Authorization of Transaction. YNHHSC has full corporate power and authority to execute and deliver this Affiliation Agreement and to perform its obligations hereunder. This Agreement has been duly authorized by all requisite corporate action of YNHHSC. This Agreement has been duly executed and delivered by YNHHSC and, assuming due authorization, execution and delivery by L+M, and receipt of the consents and approvals listed in Schedule 4.27, constitutes a valid and binding obligation of YNHHSC, enforceable against YNHHSC in accordance with its terms (except as may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization, preference or similar Applicable Laws of general applicability relating to or affecting the rights of creditors generally and subject to general principles of equity (regardless of whether enforcement is sought in equity or at law)). The LMMG-NEMG Agreement and Plan of Merger to become effective as of **the Post Closing Merger Effective Date** and subject to the Closing have been duly authorized by all requisite corporate action of **NEMG and YNHHSC.**”

1.7 Section 9.2(b) of the Affiliation Agreement is hereby amended as follows (deletions shown in ~~striketrough~~; additions shown in **bold**):

“A copy of the L+M Amended Bylaws, and of the L+M Subsidiaries Amended Bylaws for each of the applicable L+M Subsidiaries ~~other than LMMG~~, certified to be in full force and effect and to be true and correct by the secretary or assistant secretary of L+M;”

1.8 Section 9.2(c) of the Affiliation Agreement is hereby amended as follows (deletions shown in ~~striketrough~~; additions shown in **bold**):

“An executed copy of the LMMG-NEMG Agreement and Plan of Merger in proper form for filing with the Secretary of State **as of the Post Closing Merger Effective Date;**”.

1.9 Section 9.3(e) of the Affiliation Agreement is hereby amended as follows (deletions shown in ~~striketrough~~; additions shown in **bold**):

“An executed copy of the LMMG-NEMG Agreement and Plan of Merger in proper form for filing with the Secretary of State **as of the Post Closing Merger Effective Date;**”.

1.10 Exhibit 2.1.4(B) of the Affiliation Agreement is hereby amended and restated in the form attached to this First Amendment as Exhibit 2.1.4(B) (deletions shown in ~~striketrough~~;

additions shown in **bold**) [the Amended and Restated Bylaws of NEMG].

1.11 A new Exhibit 2.1.4(D) is hereby added to the Affiliation Agreement in the form attached to this First Amendment as Exhibit 2.1.4(D) [the Amended and Restated Bylaws of LMMG].

1.12 A new Exhibit 2.1.4(E) is hereby added to the Affiliation Agreement in the form attached to this First Amendment as Exhibit 2.1.4(E) [the Amended and Restated Certificate of Incorporation of LMMG].

1.13 Schedule 6.5 of the Affiliation Agreement is hereby amended and restated in the form attached to this First Amendment as Schedule 6.5 (deletions shown in ~~striketrough~~; additions shown in **bold**).

1.14 Schedule 7.5 of the Affiliation Agreement is hereby amended and restated in the form attached to this First Amendment as Schedule 7.5 (deletions shown in ~~striketrough~~; additions shown in **bold**).

## ARTICLE 2

### CLOSING

The Parties agree that the Closing Date and Effective Time are: 4:00 p.m. September 8, 2016.

## ARTICLE 3

### MISCELLANEOUS

3.1 Except as expressly modified hereby, all other terms and provisions of the Affiliation Agreement shall remain in full force and effect; except that any references to the merger of NEMG and LMMG that are inconsistent with the Parties' intent as reflected in the Recitals above shall be deemed amended by this First Amendment to be consistent with the Parties' intent as set forth in this First Amendment. All other terms and provisions of the Affiliation Agreement are incorporated herein by this reference, and shall govern the conduct of the Parties hereto; *provided, however*, to the extent of any inconsistency between the provisions of the Affiliation Agreement and the provisions of this First Amendment, the provisions of this First Amendment shall control.

3.2 This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original First Amendment, but all of which, taken together, shall constitute one and the same First Amendment, binding on the Parties hereto. The delivery of an executed signature page hereof by facsimile or portable document format (.pdf) shall have the same effect as the delivery of a manually executed counterpart hereof.

3.3 This First Amendment and the Affiliation Agreement (as hereby amended) together contain and constitute the entire agreement between the Parties hereto with respect to the subject matter hereof, and this First Amendment and the Affiliation Agreement (as hereby

amended) may not be modified, amended, or otherwise changed in any manner, except as provided in the Affiliation Agreement (as hereby amended).

3.4 Every provision of this First Amendment is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid, such illegal or invalid terms or provisions shall not affect the other terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

3.5 The headings used in this First Amendment are for reference purposes only, and are not intended to be used in construing this First Amendment. As used in this First Amendment, the masculine gender shall include the feminine and neuter, and the singular number shall include the plural, and vice versa.

3.6 The provisions of this First Amendment shall be interpreted and construed in accordance with the laws of the State of Connecticut, without regard to conflict of laws principles.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties have executed, or caused this First Amendment to be executed as of the date first set forth above.

Yale-New Haven Health Services Corporation, a  
Connecticut non-stock, tax-exempt corporation

By: Marna P. Borgstrom

Name: Marna P. Borgstrom

Title: President and Chief Executive Officer

Lawrence + Memorial Corporation, a Connecticut  
non-stock, tax-exempt corporation

By: \_\_\_\_\_

Name: Bruce Cummings


Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties have executed, or caused this First Amendment to be executed as of the date first set forth above.

Yale-New Haven Health Services Corporation, a  
Connecticut non-stock, tax-exempt corporation

By: \_\_\_\_\_  
Name: Marna P. Borgstrom  
Title: President and Chief Executive Officer

Lawrence + Memorial Corporation, a Connecticut  
non-stock, tax-exempt corporation

By:  \_\_\_\_\_  
Name: Bruce Cummings  
Title: President and Chief Executive Officer

**Exhibit 2.1.4(B)**

**Amended and Restated Bylaws of NEMG**

**NORTHEAST MEDICAL GROUP, INC.**  
**AMENDED AND RESTATED BYLAWS**

Amended and Restated as of \_\_\_\_\_, 201\_\_



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NORTHEAST MEDICAL GROUP, INC.  
AMENDED AND RESTATED BYLAWS

ARTICLE I. NAME AND GENERAL PURPOSES

**Section 1.1 Name.** The name of the corporation is Northeast Medical Group, Inc. (the "Corporation").

**Section 1.2 General Purposes.** The purposes of the Corporation shall be as set forth in the Corporation's Certificate of Incorporation as in effect from time to time. These Bylaws, the powers of the Corporation, its member, trustees and officers, and all matters concerning the conduct and regulation of the affairs of the Corporation shall be subject to the Certificate of Incorporation.

ARTICLE II. MEMBERSHIP

**Section 2.1 Member.** The Corporation shall have a single member, Yale-New Haven Health Services Corporation (the "Member"), a "Health System" as defined in Section 33-182aa of the Connecticut General Statutes.

**Section 2.2 Rights, Powers and Privileges.** The Member shall have all the rights, powers and privileges usually or by law accorded to the member of a medical foundation under the Chapter 594b of the Connecticut General Statutes (as it may be amended from time to time, the "Foundation Act") and of a Connecticut nonstock, nonprofit corporation under the Connecticut Revised Nonstock Corporation Act (as it may be amended from time to time, the "Nonstock Act") and not conferred thereby or by the Certificate of Incorporation or these Bylaws upon the Board of Trustees of the Corporation (the "Board"), including the right to elect the members of the Board in accordance with these Bylaws.

Notwithstanding anything in these Bylaws to the contrary:

(a) Neither the Board, nor any officer or employee of the Corporation, may take any of the actions set forth in Exhibit A of these Bylaws, nor may the Board or any officer or employee of the Corporation approve the taking of any such action by an Affiliate (as hereafter defined), without the prior approval of the Member. For purposes hereof, an "Affiliate" of the Corporation shall mean, unless otherwise determined by the Member, any entity which at the time Affiliate status is being determined is directly or indirectly controlling or controlled by or under the direct or indirect common control with the Corporation. "Control" shall mean the legal power to (a) elect or cause the election of a majority of the governing body of the subject entity, or (b) direct or cause the direction of the subject entity's operations or management, whether the foregoing power(s)

exist(s) through voting securities, other voting rights, reserved powers, contract rights, or other legally enforceable means.

(b) In addition to the approval rights reserved to the Member set forth in Exhibit A, the Member expressly retains the rights to take the actions set forth in Exhibit B on behalf of and in the name of the Corporation, directly and without the approval of the Board of this Corporation.

(c) The Board shall have the authority, from time to time, to delegate to the Member any rights, powers and privileges that would otherwise be exercised by the Board to the fullest extent permitted by applicable law.

**Section 2.3** Liability and Reimbursement of Expenses. Unless the Member expressly agrees otherwise in writing, the Member shall not be liable for the debts or obligations of the Corporation. The Member may be reimbursed for expenses reasonably incurred on behalf of the Corporation.

### ARTICLE III. BOARD OF TRUSTEES

**Section 3.1** Powers and Duties. Subject to the powers retained by, conferred upon, or reserved to the Member by law or under these Bylaws, the Board shall have charge, control and management of the affairs, property and funds of the Corporation in the manner and subject to the limitations set forth in these Bylaws. Each Trustee shall discharge his or her duties in good faith with the care an ordinarily prudent person in like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the best interests of the Corporation.

**Section 3.2** Composition. The Board shall consist of two classes of voting Trustees, the Elected Trustees and the Ex Officio Trustees (collectively, the “Trustees”).

(a) Elected Trustees. Elected Trustees shall be the persons elected by the Member for terms as set forth in these Bylaws, following nomination and approval pursuant to Section 3.4 of this Article III. Elected Trustees will represent a cross section of major segments of the community served by the Corporation and shall be selected, on the basis of demonstrated skill and ability, for their potential contribution to the governance of the affairs of the Corporation.

(b) Ex Officio Trustees. In addition to the Elected Trustees, there shall be the following Ex Officio Trustees, each of whom shall serve automatically by virtue of and while holding the designated office:

- (i) the President of the Corporation; and
- (ii) the President of each Affiliated Delivery Network, or his or her



designee.

For purposes hereof, "Affiliated Delivery Network" shall mean Bridgeport Hospital, Greenwich Hospital, Lawrence + Memorial Corporation, Yale-New Haven Hospital and such other providers that may affiliate with the Yale New Haven System in the future, as designated by the Member.

**Section 3.3 Number.** The Board shall consist of no fewer than thirteen (13) nor more than twenty-four (24) Trustees, inclusive of Ex Officio Trustees. The number of Trustees within the range set forth in the preceding sentence shall be determined from time to time by the Member.

**Section 3.4 Election of Trustees.** At the annual meeting of the Member, the Member shall elect successors to the Elected Trustees whose terms are then expiring. The Member shall elect such successors consistent with the following Board composition:

(a) two (2) representatives of senior management of the Member (each, a "YNHHSC Board Member");

(b) one (1) representative from each Affiliated Delivery Network other than Lawrence + Memorial Corporation (in addition to the President, or his or her designee, who shall serve Ex Officio as set forth in Section 3.2(b));

(c) two (2) physicians employed by LMMG, each of whom is a member in good standing on the medical staff of Lawrence + Memorial Hospital or Westerly Hospital;

(d) up to eight (8) individuals, each of whom is either (1) nominated by a majority vote of the Board and approved by the Member; or (2) self-nominated and appointed by the Member; provided, however, that each such individual, whether nominated by a majority vote of the Board or self-nominated, shall be a Provider (as defined in the Foundation Act) employed or engaged by the Corporation and a member in good standing on the medical staff of one or more Affiliated Delivery Network;

(e) two (2) representatives of Yale School of Medicine;

(f) such other individuals nominated Yale School of Medicine and approved by the Member; provided, however, that each such other individual shall be a Provider employed or engaged by the Corporation and a member in good standing on the medical staff of one or more Affiliated Deliver Network.

Notwithstanding anything herein to the contrary: (x) in accordance with the Foundation Act, the number of Trustees on the Board who are Providers shall equal or exceed the number of Trustees on the Board who are nonprovider employees of the Member; and (y) the number of Trustees appointed to the Board as representatives of, or on the nomination of, Yale School of

Medicine shall constitute twenty-five percent (25%) of the total number of Trustees on the Board.

**Section 3.5 Term and Term Limits.** There shall be three (3) classes of Elected Trustees, with approximately one-third of the Elected Trustees in each class, and the terms of all Trustees in the same class shall expire at the adjournment of the same annual meeting of the Member at which Trustees are elected. Elected Trustees shall take office at the close of the meeting of the Member at which they were elected or at such later date as may be established by the Member and, subject to Section 3.6 of this Article III, shall hold office for a term of three (3) years and until a successor is duly elected and qualified.

Notwithstanding anything herein to the contrary:

(a) No person shall be elected a Trustee for a term beginning after the date of his or her seventy-sixth birthday, provided that an Elected Trustee who is seventy-six (76) years of age or older may be re-elected for another term if (i) the Trustee is also elected as an officer of the Corporation or appointed chair of a standing committee at the beginning of such term; or (ii) the Member determines that additional service is appropriate due to the Trustee's unique expertise and commitment to the Board. In the instance of re-election as a Trustee for an additional term as provided in clause (i) of the foregoing sentence, Board membership shall be coterminous with said Trustee's service as an officer or committee chair.

(b) An Elected Trustee who has served three (3) consecutive full terms (provided that for the purposes of this Section 3.5 a term of service of more than one-half of a full term shall be considered a full term) shall not be eligible for re-election for a period of one year, provided that a Trustee may be re-elected for an additional consecutive term if (i) the Trustee is also elected as an officer of the Corporation or appointed chair of a standing committee at the beginning of such additional term; or (ii) the Member determines that additional service is appropriate due to the Trustee's unique expertise and commitment to the Board, which such determination shall be made only in limited circumstances and shall be made prior to each proposed re-election after the Trustee's completion of three (3) consecutive full terms. In the instance of re-election as a Trustee for an additional term as provided in clause (i) of the foregoing sentence, Board membership shall be coterminous with said Trustee's service as an officer or committee chair.

(c) The provisions of paragraphs (a) and (b) of this Section shall not apply to an Elected Trustee in the event such Trustee also serves as a trustee of Yale-New Haven Health Services Corporation at the time such person is elected to serve as an Elected Trustee for a term otherwise prohibited by such paragraphs (a) and (b). In the instance of re-election as a Trustee for an additional term as provided in this paragraph (c), Board membership shall be coterminous with said Trustee's service as a trustee of Yale-New Haven Health Services Corporation.

**Section 3.6 Resignation.** Any Elected Trustee may resign at any time by giving written notice of such resignation to the Secretary of this Corporation. Such resignation shall be effective

at the time specified in the notice, or if no time is specified, upon receipt by the Secretary. The acceptance of such resignation shall not be necessary to make it effective. Any Ex Officio Trustee who for any reason ceases to hold the office or position from which his or status as an Ex Officio Trustee derives shall automatically be deemed to have resigned as a Trustee of the Corporation and from any position held by virtue of such office with any Affiliate.

**Section 3.7 Removal.** One or more Elected Trustees may be removed from the Board with cause by action of the Member, which action may be taken upon its own initiative or upon the recommendation of the Board.

**Section 3.8 Vacancies.** In the event of the death, resignation or removal of an Elected Trustee, the vacancy resulting therefrom may be filled only by the Member in accordance with Section 3.4 of these Bylaws. An individual elected to fill a vacancy shall serve the remainder of the term of the Trustee replaced.

**Section 3.9 Meetings.**

(a) **Annual Meetings.** The annual meeting of the Board shall be held on such date and time as the Board or the President shall designate.

(b) **Regular Meetings.** Regular meetings of the Board shall be held on such dates and at such times and places as the Board or President shall designate.

(c) **Special Meetings.** Special meetings of the Board may be called at any time by the President and shall be called by the President upon the written request of the Member or any Trustee.

**Section 3.10 Notice of Meetings.** Notice of the date, time and place of any meeting of the Board shall be given to each Trustee and to the Member at least five (5) days in advance of the meeting, except that no notice need be given of a regular meeting held in accordance with a schedule established at the beginning of the fiscal year and provided to the Board and the Member in writing. Any notice of a meeting required under these Bylaws may be communicated to a Trustee in person, by mail or other delivery service, or by telephone, facsimile or other electronic means, including electronic mail directed to an electronic email address at which a Trustee has consented to receive notice. Notice to the Member shall be directed to the President/Chief Executive Officer of the Member and may be provided in person, by mail, or by telephone, facsimile or other electronic means, including electronic mail directed to an electronic mail address at which the President/Chief Executive Officer of the Member has consented to receive notice.

**Section 3.11 Waiver of Notice.** Notice of any meeting of the Board may be waived in writing by all the Trustees and, if any Trustee present at a meeting of the Board does not protest prior to or at the commencement of the meeting the lack of proper notice, he or she shall be deemed to have waived notice of such meeting.



**Section 3.12 Action by Unanimous Written Consent.** Any action required or permitted to be taken by the Board may be taken without a meeting if all the Trustees unanimously consent to such action in writing. Such written consent(s) shall be filed with the minutes of the Corporation and shall have the same force and effect as a vote of Trustees at a duly convened meeting. For purposes of this section, a Trustee may evidence his or her consent with any manual, facsimile, conformed or electronic signature, including an email communication from the Trustee to the Corporation from an email address provided by the Trustee to the Corporation.

**Section 3.13 Participation by Conference Call.** The members of the Board may participate in a meeting of the Board by means of conference telephone or similar communications equipment (including, without limitation, video conferencing equipment) affording all persons participating in the meeting the ability to hear one another, and such participation in the meeting by means of such equipment shall constitute presence in person at such meeting.

**Section 3.14 Quorum and Voting.** A majority of the number of Trustees in office at the time shall constitute a quorum for the transaction of business at all meetings of the Board, provided that if less than a majority of the Trustees is present at said meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice. The act of a majority of the Trustees present at a meeting at which a quorum is present at the time of the act shall be the act of the Board, unless the act of a greater number is required by these Bylaws, by the Certificate of Incorporation or by law. Notwithstanding the foregoing, in the event that any Trustee has a conflict of interest with respect to any transaction to be undertaken by the Corporation, such transaction shall require the approval of the Board or the Member consistent with Article VII.

#### ARTICLE IV. OFFICERS

**Section 4.1 Officers.** The officers of the Corporation shall consist of a Chair, a President, a Secretary, a Treasurer and such other officers, including Vice Chairs, as may be appointed from time to time consistent with Section 4.6. The Chair and any Vice Chair shall be members of the Board.

**Section 4.2 Election and Term of Office.** The President shall be appointed in accordance with Section 4.3(a) of this Article IV. The Chair, any Vice Chairs, the Secretary and the Treasurer shall be nominated by the Nominating and Governance Committee and elected annually by the Board for a term of one year and until their successors are duly elected and qualified. The Board may create and fill such other offices as it deems necessary consistent with Section 4.6.

**Section 4.3 Powers.** The officers shall have the powers and perform the duties commonly incident to their respective offices, including the powers and duties listed below.



(a) **President.** The President of the Corporation shall be appointed by the Member, following consultation with the Board. The appointed President shall serve at the pleasure of the Member.

The President shall be a person who in the judgment of the Member has the combination of education, experience, professional standards and demonstrated leadership ability to fulfill successfully the responsibilities of the position and to command the confidence and respect of the Board, employees and the community.

The President shall be delegated the responsibility for overall management of the Corporation and shall have all authority necessary to carry out this responsibility, subject only to such policies as may be adopted by the Board. The President shall act as the duly authorized representative of the Board in all matters in which the Board has not formally delegated some other person to so act. The duties, responsibilities and authority of the President shall be defined in a written statement adopted by the Member in consultation with the Board.

The President shall be a voting member of all standing committees except as otherwise specified in these Bylaws.

(b) **Chair.** The Chair of the Board shall preside at meetings of the Board. The Chair shall perform such other duties as the Board may from time to time prescribe.

(c) **Vice Chair.** The Board may designate one or more Vice Chairs, who shall exercise the powers and duties of the Chair during absence or disability. The Vice Chair(s), if any, shall perform such other duties as the Board or the Chair may from time to time prescribe.

(d) **Secretary.** The Secretary shall have the custody of the records of the Corporation pertaining to the Secretary's office, shall keep minutes of the meetings of the Board, and shall cause notice of such meetings to be given as required by law or these Bylaws. The Secretary shall perform such other duties as the Board or the Chair may from time to time prescribe.

(e) **Treasurer.** The Treasurer of the Corporation shall be responsible for the safekeeping of all funds and securities of the Corporation, shall see that proper records showing all financial transactions of the Corporation are maintained, and shall present financial reports to the Board.

#### **Section 4.4 Resignation and Removal.**

(a) An officer of the Corporation may resign at any time by giving written notice of such resignation to the Secretary. Such resignation shall be effective at the time specified in the notice, or if no time is specified, upon receipt by the Secretary. The acceptance of such resignation shall not be necessary to make it effective.

(b) The Board may remove from office any officer with or without cause; provided, however, that the President may be removed from office by the Member following consultation with the Board. Removal of an officer shall be without prejudice to the officer's contract rights, if any.

**Section 4.5 Vacancies.** In the case of the death, resignation or removal of any officer, except the President, the vacancy may be filled by the Board for the unexpired term. A vacancy in the office of President shall be filled in accordance with Section 4.3(a).

**Section 4.6 Other Officers.** The Corporation may have such other officer or officers, including assistant officers, as the Board may from time to time determine. Any such officer or assistant officer shall be appointed or elected in the manner and for the term determined by the Board, and the officer shall have the duties assigned by the Board.

## ARTICLE V. COMMITTEES

**Section 5.1 Classification.** There shall be such standing committees as may be provided for, from time to time, in this Article V and such other committees as shall be established by Board resolution from time to time. Standing committees shall have the powers and duties set forth in this Article V and in a charter approved by the Board. Other committees shall have the powers and duties set forth in the resolution establishing them and in a charter approved by the Board. Each committee shall periodically review its charter and revise it as necessary; provided, however, that no amendment shall become effective until approved by the Board.

**Section 5.2 Appointment of Committee Members.** Except as otherwise provided in these Bylaws, members and chairs of all standing committees shall be appointed by the Board on nomination of the Nominating and Governance Committee. All such committee members and chairs shall serve at the pleasure of the Board until the next annual meeting of the Board and until their successors shall be chosen. All committees shall have the power to choose their own secretaries. Unless otherwise provided, individuals who are not Trustees may be appointed to committees and each such person so appointed shall have a vote and be included for purposes of determining a quorum; provided, however, that if a committee is authorized to act on behalf of the Board, any such action must be approved by a majority of the committee members who are Trustees.

### **Section 5.3 Committee Governance.**

(a) **Quorum and Voting.** A majority of the committee members shall constitute a quorum at committee meetings except as otherwise provided in these Bylaws. The act of a majority of the committee members present at a meeting at which a quorum is present at the time of the act shall be the act of such committee, unless the act of a greater number is required by these Bylaws, by resolution of the Board or by law.

(b) Meetings. Except as otherwise provided in these Bylaws or by resolution of the Board, each committee shall establish its own rules and procedures and shall fix the time and place of its meetings. Each committee shall keep minutes of its meetings which shall be made available to the Board upon request.

**Section 5.4 Standing Committees.**

(a) Executive Committee. The Executive Committee shall consist of the Chair, who shall act as chair of the committee, the President, the Treasurer, and any other member of the Board that the Board may choose to appoint. The Executive Committee shall possess and may exercise in the intervals between meetings of the Board all such powers of the Board, except as may otherwise be provided by law, these Bylaws or resolution of the Board.

(b) Nominating and Governance Committee. The Nominating and Governance Committee shall consist of Trustees elected by the Board. The Nominating and Governance Committee shall, after consultation with the President and other Trustees, nominate candidates to be voted upon in electing officers and members of the Board and nominate for appointment by the Board the chairs and members of all standing committees. The Nominating and Governance Committee shall also review Board governance matters and recommend enhancements to strengthen the Board and ensure the comprehensiveness and efficiency of its governance process.

(c) Finance Committee. The Finance Committee shall have such duties as are established by the Member and set forth in the Finance Committee charter. These duties shall include, but not be limited to, approval of local operating and capital budgets and examination and monitoring of other operating and capital budgets involving the Corporation.

**Section 5.6 Other Committees**. The Board may establish and appoint from among the Trustees or others, such other committees with such powers and authority as the Board shall designate, except that no such committee may exercise the authority of the Board.

**Section 5.7 Powers of Committees**. No committee established by the Board shall have power to fill vacancies on the Board or on any of its committees, to amend the Certificate of Incorporation of the Corporation or these Bylaws, to approve a plan of merger, to approve a sale, lease, exchange or other disposition of all, or substantially all, of the property of the Corporation other than in the usual and regular course of affairs of the Corporation, to approve a proposal to dissolve, or to authorize any other action inconsistent with the Certificate of Incorporation or these Bylaws.

## ARTICLE VI. INDEMNIFICATION

The Corporation shall indemnify and defend the Corporation's Member, Trustees, officers and employees as set forth in the Certificate of Incorporation.



## ARTICLE VII. CONFLICTS OF INTEREST

The Trustees and officers of the Corporation shall comply with any Conflicts of Interest policy adopted by the Corporation, as any such policy may be amended from time to time, and with the provisions of the Nonstock Act related to disclosure and approval of "Director's conflicting interest transactions" (as such term is defined in the Nonstock Act). Consistent with the requirements of the Nonstock Act, any "Director's conflicting interest transaction" shall, when possible, be approved and authorized by either (i) the Member or (i) a majority of the disinterested Trustees voting on the transaction at a meeting at which a majority (but no fewer than two (2)) of all disinterested Trustees on the Board shall constitute a quorum, in each case following any required disclosure of the facts of the conflicting interest transaction.

## ARTICLE VIII. MISCELLANEOUS PROVISIONS

**Section 8.1 Fiscal Year.** The fiscal year of the Corporation shall begin on the first day of October and end on the last day of September in each year unless the Board of Trustees shall otherwise determine.

**Section 8.2 Execution of Deeds and Contracts.** Except as otherwise directed by the Board, all deeds and mortgages made by the Corporation and all other written contracts, agreements and undertakings to which the Corporation shall be a party shall be executed in its name by the President or such other officers or officers as may be specified by the Board or authorized by the President.

**Section 8.3 Execution of Negotiable Instruments.** All checks, drafts, notes, bonds, bills of exchange and orders for the payment of money shall be signed by the President or such officer or officers of the Corporation as the Board may specify from time to time.

## ARTICLE IX. AMENDMENTS

Subject to approval by the Member, these Bylaws may be amended, altered, or repealed at any meeting of the Board by a majority vote of the Trustees present and voting, a quorum being present. The general nature and purpose of such proposed amendment(s) shall be set forth in the notice of the meeting, and the actual language of the proposed amendments need not be included in the notice. No amendment, alteration or repeal shall take effect until it shall have been approved by the Member.

## EXHIBIT A

### Actions Requiring Approval of the Member

Notwithstanding anything in these Bylaws to the contrary, neither the Board nor any officer or employee of the Corporation may take any of the following actions, or approve an Affiliate taking any of the following actions, without the prior approval of the Member:

- A. Merger, consolidation, reorganization or dissolution of this Corporation or any Affiliate and the creation or acquisition of an interest in any corporate entity, including joint ventures;
- B. Amendment or restatement of the Mission, Certificate of Incorporation or the Bylaws of this Corporation or any Affiliate, or any new or revised "doing business as" name;
- C. Adoption of operating and cash flow budgets of the Corporation or any Affiliate, including consolidated or combined budgets of this Corporation and all subsidiary organizations of the Corporation (pursuant to the authority delegated to this Corporation by the Member to adopt such budgets within parameters established by the Member);
- D. Adoption of capital budgets and capital allocations of this Corporation or any Affiliate (pursuant to the authority delegated to this Corporation by the Member to adopt such budgets within parameters established by the Member);
- E. Incurring aggregate operating or capital expenditures on an annual basis that exceed operating or capital budgets of the Corporation adopted by the Member by a specified dollar amount to be determined from time to time by the Member;
- F. Long-term or material agreements including, but not limited to, equity financings, capitalized leases, operating leases and installment contracts; and purchase, sale, lease, disposition, hypothecation, exchange, gift, pledge or encumbrance of any asset, real or personal, with a fair market value in excess of a dollar amount to be determined from time to time by the Member, which shall not be less than 10% of the total annual capital budget of this Corporation;
- G. Approval of any new relationships or agreements for undergraduate or graduate medical education programs or any material amendments to or terminations of existing agreements for undergraduate or graduate medical education programs;

- H. Contracting with an unrelated third party for all or substantially all of the management of the assets or operations of this Corporation or any Affiliate;
- I. Approval of major new programs and clinical services of this Corporation or any Affiliate or discontinuation or consolidation of any such program. The Member shall from time to time define the term "major" in this context;
- J. Approval of strategic plans of this Corporation or any Affiliate;
- K. Adoption of safety and quality assurance policies not in conformity with policies established by the Member; and
- L. Adoption of any policies relating to compensation of employed physicians or the taking of any other action to establish or adjust compensation of employed physicians. For purposes hereof, compensation shall include salary, fringe benefits and deferred compensation.

#### Other Major Activities

- A. In addition, the Member shall have the authority, except as otherwise provided by the Member and after consultation with this Corporation, to require the prior review and approval of those activities of this Corporation or any subsidiary or affiliate entity that the Member determines to be "major activities."
- B. "Major activities" shall be those which the Member by a vote of not less than two-thirds (2/3) of its Board of Trustees has declared major, by written notice to this Corporation, delivered personally or transmitted by registered or certified mail return receipt requested. Such notice shall specifically identify the matter or matters requiring approval of the Member, and shall refer to this Bylaw provision granting such approval rights to the Member. Notices received pursuant to this section shall be recorded in the minutes of this Corporation and shall be filed with the minutes of this Corporation.

Nothing in these Bylaws shall be construed in a manner that is inconsistent with the authorities with respect to the Corporation that are reserved or retained by the Member pursuant to these Bylaws and the Bylaws of the Member.

## EXHIBIT B

### Actions Direct Authority Retained by the Member

Notwithstanding anything in these Bylaws to the contrary, the Member retains authority to take the following actions on behalf of and in the name of this Corporation, directly and without the approval of the Board of this Corporation:

- A. Adoption of targets for the annual operating and cash flow budgets of this Corporation and its Affiliates, including consolidated or combined budgets of this Corporation and all subsidiary organizations of the Corporation;
- B. Adoption of targets for the annual capital budgets and capital allocations of this Corporation and any Affiliate;
- C. Adoption of annual operating, cash flow and annual capital budgets for the Corporation and any Affiliate within the targets established by the Member in the event of any failure of the Corporation to do so;
- D. Issuance and incurrence of indebtedness on behalf of this Corporation;
- E. Management and control of the liquid assets of this Corporation, including the authority to cause such assets to be funded to the Member or as otherwise directed by the Member;
- F. Appointment of the independent auditor for this Corporation and each Affiliate and the management of the audit process and compliance process and procedures for this Corporation and each Affiliate; and
- G. Appointment of the President consistent with Section 4.3(a).

**Exhibit 2.1.4(D)**

**Amended and Restated Bylaws of LMMG**



**AMENDED AND RESTATED BYLAWS**  
**OF**  
**L+M PHYSICIAN ASSOCIATION, INC.**

ARTICLE I

Name

Section 1.01 Name of Corporation. The name of this Corporation is **L+M Physician Association, Inc.**, and it shall be referred to throughout these Bylaws as the “Corporation.”

ARTICLE II

Role and Purpose of the Corporation; Sole Member

Section 2.01 Role and Purpose of the Corporation. The Corporation is organized and shall be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the “**Code**”), which purposes are set forth in the Corporation’s Certificate of Incorporation, as the same may be amended from time to time. The Corporation’s primary role and purpose is to practice medicine and provide health care services to the public as a medical foundation, pursuant to Chapter 594b of the Connecticut General Statutes, within the health care delivery system (the “**System**”) administered by Yale New Haven Health Services Corporation (“**YNHHSC**” or the “**System Parent**”).

Section 2.02 Sole Member; Lawrence + Memorial Corporation. The Corporation shall have but one (1) member, Lawrence + Memorial Corporation (the “**Member**”), which shall appoint the Board of Trustees of the Corporation (also referred to in these Bylaws as the “**Board**” or “**Board of Trustees**”), adopt, amend and repeal these Bylaws, and have all of the other rights, powers and privileges usually or by law accorded to the members of a nonstock federally tax-exempt corporation and not conferred by these Bylaws on the Board of Trustees of the Corporation. In addition to such other rights, powers and privileges as it may have by law, and subject to the System Parent’s rights, powers and privileges set forth in these Bylaws, the Member shall have the right and power to:

- (a) Approve the philosophy, mission and values of the Corporation and any change thereto;
- (b) Adopt strategic plans for the Corporation;
- (c) Recommend to the System Parent targets for the annual operating and cash flow budgets of the Corporation and targets for the annual capital budgets and budget allocations of the Corporation;

- (d) Approve the Corporation's annual operating and cash flow budgets, capital budgets, capital allocations, major clinical and/or financial initiatives, and financial plans (including capital and operating budgets);
- (e) Approve the formation or acquisition by the Corporation of any new direct or indirect subsidiaries, joint ventures or affiliations;
- (f) Approve the Certificate of Incorporation, Bylaws and other governance documents of the Corporation, and any amendments thereto or restatements thereof;
- (g) Approve all core competencies and qualifications required for selection of the Corporation's Trustees;
- (h) In consultation with and upon recommendation of the Board, appoint all Trustees of the Corporation, and remove, with or without cause, all Trustees or board officers of the Corporation;
- (i) In consultation with and upon recommendation of the Board, appoint and remove, determine the compensation for, and conduct the evaluation of, the Executive Director of the Corporation;
- (j) Recommend to the System Parent the selection of any auditor of the annual audited financial statements for the Corporation;
- (k) Recommend to the System Parent any accounting or debt management programs, establish any debt limits under such programs, approve any variances from such programs or limits for the Corporation, and incur or assume any debt on behalf of the Corporation;
- (l) Recommend to the System Parent the incurrence of debt or financing by the Corporation, other than credit purchases of goods or services in the ordinary course of business, except as included in approved capital or operating budgets;
- (m) Oversee the Corporation's use, management and investment of its permanent and temporarily restricted endowment funds;
- (n) Approve any voluntary change to the federal income tax exemption granted by the IRS to the Corporation under Section 501(c)(3) of the Code;
- (o) Initiate or consent to any form of insolvency proceeding undertaken by the Corporation or any direct or indirect subsidiary of the Corporation;
- (p) Approve all projects, agreements or transactions undertaken by the Corporation involving the expenditure of funds or divestiture of assets in excess of \$250,000 and not otherwise included in an approved budget;

(q) Approve the services offered by the Corporation, new service lines or termination of existing service lines not otherwise included in an approved budget or a strategic or financial plan;

(r) Approve any sale, lease, transfer, or substantial change in the use of all or substantially all of the assets of the Corporation or any direct or indirect subsidiary of the Corporation;

(s) Approve any merger, consolidation, restructuring, change in corporate ownership, dissolution, or liquidation of the Corporation or any direct or indirect subsidiary or the Corporation;

(t) Approve the acquisition of any real estate or any significant lease arrangement by the Corporation, except as otherwise included in a strategic or financial plan or approved budget;

(u) Approve any management contract or outsourcing arrangement for the Corporation which would substantially impact or alter its operations, or any settlement agreement or consent decree with any local, state or government authorities; and

(v) Approve any change in the primary business name or logo of the Corporation.

Section 2.03 Manner of Action by Member. Any action permitted or required of the Member by law, the Certificate of Incorporation or these Bylaws may be taken by vote of its board of trustees, or by or through any person or persons designated by either its bylaws or its board of trustees to act on its behalf. Any such action may also be taken without a meeting by written communication of a duly authorized representative of the Member acting within the limits of his/her authority. Any such action by the Member or its duly authorized representative shall be filed with the Secretary of the Corporation. Whenever approval by the Member is required by law, the Certificate of Incorporation or these Bylaws, the Member shall attempt to act on a request for approval within the timeframe set forth in any schedule that may be developed from time to time, or if no such schedule exists, in a timely manner.

### ARTICLE III

#### System Authority

Section 3.01 System Parent. YNHHSC serves as the parent company of the Member and oversees the System and its affiliated entities, including the Corporation.

Section 3.02 Rights and Powers of the System Parent. (a) YNHHSC shall, as the parent company of the Corporation's Member, have the ultimate authority to approve any decisions made by the Member by virtue of its rights and powers under state law. Such ultimate authority granted to YNHHSC shall include the right and power to approve the following:

- (i) Merger, consolidation, reorganization or dissolution of this Corporation and the creation or acquisition of an interest in any corporate entity, including joint ventures;
- (ii) Amendment or restatement of the mission, Certificate of Incorporation or the Bylaws of this Corporation, or any new or revised “doing business as” name;
- (iii) Adoption of operating and cash flow budgets of the Corporation, including consolidated or combined budgets of this Corporation and all subsidiary organizations of the Corporation within parameters established by the System Parent;
- (iv) Adoption of capital budgets and capital allocations of this Corporation (pursuant to the authority delegated to this Corporation by the Member to adopt such budgets within parameters established by the System Parent);
- (v) Incurring aggregate operating or capital expenditures on an annual basis that exceed operating or capital budgets of the Corporation adopted by the Member by a specified dollar amount to be determined from time to time by the System Parent;
- (vi) Long-term or material agreements including, but not limited to, equity financings, capitalized leases, operating leases and installment contracts; and purchase, sale, lease, disposition, hypothecation, exchange, gift, pledge or encumbrance of any asset, real or personal, with a fair market value in excess of a dollar amount to be determined from time to time by the Member, which shall not be less than 10% of the total annual capital budget of this Corporation;
- (vii) Approval of any new relationships or agreements for undergraduate or graduate medical education programs or any material amendments to or terminations of existing agreements for undergraduate or graduate medical education programs;
- (viii) Contracting with an unrelated third party for all or substantially all of the management of the assets or operations of this Corporation;
- (ix) Approval of major new programs and clinical services of this Corporation or discontinuation or consolidation of any such program. YNHHSC shall from time to time define the term “major” in this context;
- (xi) Approval of strategic plans of this Corporation;
- (xii) Adoption of safety and quality assurance policies not in conformity with policies established by YNHHSC;
- (xiii) Adoption of any polices relating to compensation of employed physicians or the taking of any other action to establish or adjust compensation of employed physicians. For purposes hereof, compensation shall include salary, fringe benefits and deferred compensation;

(xiv) Appointment of the President of Corporation;

(xiv) Any major activities of the Corporation. “Major activities” shall be those which YNHHSC, by a vote of not less than two-thirds (2/3) of its Board of Trustees, has declared major, by written notice to this Corporation, delivered personally or transmitted by registered or certified mail return receipt requested. Such notice shall specifically identify the matter or matters requiring approval of YNHHSC, and shall refer to this Bylaw provision granting such approval rights to YNHHSC. Notices received pursuant to this section shall be recorded in the minutes of this Corporation and shall be filed with the minutes of this Corporation. Nothing in these Bylaws shall be construed in a manner that is inconsistent with the authorities with respect to the Corporation that are reserved or retained by YNHHSC pursuant to these Bylaws and the Bylaws of YNHHSC.

(b) The System Parent retains authority to take the following actions on behalf of and in the name of this Corporation, directly and without the approval of the Member or Board of this Corporation:

(i) Adoption of targets for the annual operating and cash flow budgets of the Corporation, including consolidated or combined budgets of the Corporation and all subsidiary organizations of the Corporation;

(ii). Adoption of targets for the annual capital budgets and capital allocations of the Corporation;

(iii) Adoption of annual operating, cash flow and annual capital budgets for the Corporation within the targets established by YNHHSC in the event of any failure of the Corporation to do so;

(iv) Issuance and incurrence of indebtedness on behalf of the Corporation;

(v) Management and control of the liquid assets of the Corporation, including the authority to cause such assets to be funded to YNHHSC or as otherwise directed by YNHHSC; and

(vi) Appointment of the independent auditor for the Corporation and the management of the audit process and compliance process and procedures for the Corporation.

## ARTICLE IV

### Board of Trustees

Section 4.01 Composition. The Board of Trustees shall consist of not fewer than five (5) nor more than eleven (11) Trustees, including *ex officio* Trustees, such number within the variable range to be determined by the Member at its annual meeting. The Member’s President and Chief Executive Officer and the Corporation’s Executive Director shall serve *ex officio* on

the Board and shall each have a vote and be counted for quorum purposes. The Member's Governance Committee shall ensure that: (i) in the event that there are employees of the Member serving as Trustees on the Board at any time who are not physicians, there shall be at least an equal number of physicians serving as Trustees on the Board.

Section 4.02 Election and Terms. Except individuals serving *ex officio* on the Board or as provided otherwise in this Article III, Trustees shall serve a term of three (3) years, or until their resignation, removal or death. Trustees shall be divided into three (3) classes of approximately equal size with approximately equal representation from each Director category. One class of Trustees shall be elected by the Member at each annual meeting from a slate of nominees prepared by the Member's Governance Committee, subject to approval by the System Parent; provided however that in the event the System Parent does not approve any such nominee Director, the Member shall elect a different Director for approval by the System Parent; and provided further that in the event any such successor nominee Director is not approved by the System Parent within thirty (30) days following the System Parent's annual meeting, the System Parent may direct the Member to elect the System Parent's nominee.

Section 4.03 Resignation. A Director may resign at any time by delivering written notice to the Secretary of the Corporation. The resignation shall be effective when the notice is delivered, unless the notice specifies a later effective date.

Section 4.04 Removal. A Director may be removed by the Member at any time, with or without cause. The Member shall remove a Director at the direction of the System Parent.

Section 4.05 Vacancies. A vacancy of a Director shall be filled for the balance of the vacated term by the Member, with the approval of the System Parent.

Section 4.06 Duties and Responsibilities. Subject to the rights, powers and privileges accorded to the Member and System Parent in the Certificate of Incorporation, these Bylaws, or by law, the Board of Trustees shall manage and direct the business, property, and affairs of the Corporation. The Board shall exercise all of the powers of the Corporation in accordance with these Bylaws. Without limiting the foregoing and to the extent applicable to the Corporation's operations, the Board shall have the power to:

(a) Develop and recommend to the Member and System Parent the philosophy, mission and values of the Corporation and any changes thereto;

(b) Develop and recommend to the Member and the System Parent the Corporation's strategic plans;

(c) Develop and recommend to the Member and System Parent the Corporation's annual operating and financial targets, major clinical and/or financial initiatives, and financial plans (including capital and operating budgets);

(d) Annually assess the Corporation's performance against approved budgets, initiatives and strategic plans adopted by the Member and System Parent;

(e) Recommend to the Member and System Parent the sale, transfer or substantial change in use of all or substantially all of the assets, the divestiture, dissolution and/or disposition of assets, closure, merger, consolidation, change in corporate membership or ownership or corporate reorganization of the Corporation or any direct or indirect subsidiary of the Corporation;

(f) Recommend to the Member and System Parent the formation or acquisition by the Corporation of any new direct or indirect subsidiaries, joint ventures or affiliations;

(g) Recommend to the Member and System Parent the introduction or termination of any services to be offered by the Corporation not otherwise included in an approved budget or a strategic or financial plan;

(h) Approve any consent decree or settlements from state and federal authorities, following consultation with the Member;

(i) Recommend to the Member and System Parent changes to the Corporation's Certificate of Incorporation and Bylaws;

(j) Recommend to the Member and System Parent nominations for and removal of Trustees of the Corporation;

(k) Elect officers of the Board, and recommend to the Member the removal of any officer of the Board;

(l) Approve business transactions or material contracts, subject to the rights of the Member set forth in Section 2.02 and System Parent in Section 3.02, not otherwise included in an approved budget or a strategic or financial plan;

(m) Recommend to the System Parent any incurrence or assumption of debt by the Corporation in accordance with the guidelines for accounting and debt management programs established by the Member and System Parent;

(n) Periodically assess the Corporation's Quality Initiatives, including tracking and reporting on the Corporation's performance under quality measures, quality and patient safety programs and initiatives, patient satisfaction and cultural competence initiatives;

(o) Periodically assess the Corporation's policies and programs to assure corporate and regulatory compliance, including all required state and federal license and generally recommended accreditations and certifications;

(p) Periodically assess the Corporation's policies and programs relating to human relations and labor relations;

(q) Periodically assess the Corporation's Development Plans and its Planned Giving Plans;



(r) Periodically assess the Corporation's Community Relations Initiatives and Community Outreach Programs;

(s) Plan and implement policies and programs relating to the Corporation's use, management and investment of its permanent and temporarily restricted endowment funds, annual appeal funds, and net proceeds from special fundraising events; and

(t) Evaluate the Board's performance.

Section 4.07 Compensation. The Trustees shall serve without compensation for their services as Trustees but may be reimbursed by the Corporation for their reasonable expenses and disbursements in that capacity on behalf of the Corporation.

## ARTICLE V

### Meetings of the Board of Trustees

Section 5.01 Annual and Regular Meetings. The annual meeting of the Board shall be held in the month of December on a date to be fixed by the Chair from year to year, unless the Chair shall designate a different date for the annual meeting. The transaction of business at the annual meeting shall be unlimited except as otherwise specified in these Bylaws. There shall be up to twelve (12) regular meetings of the Board per fiscal year, with a schedule of such meetings to be adopted by resolution of the Board.

Section 5.02 Notice of Annual and Regular Meetings. The Secretary shall give notice of the date, time and place of the annual meeting and each regular meeting of the Board by mail, electronic mail, telecommunications, telephone, facsimile or in person to each member of the Board at least five (5) days in advance of the meeting, except that no notice need be given of a regular meeting held in accordance with a schedule approved by the Board.

Section 5.03 Special Meetings. Special meetings may be called at any time by the Chair, and shall be called by the Chair within seven (7) days of receipt of the written request of any three (3) Trustees. Notice of the date, time, place and purpose of a special meeting shall be given to each member by mail, electronic mail, telecommunications, telephone, facsimile or in person at least twenty-four (24) hours before the scheduled date of the meeting and no business shall be transacted at such meeting other than that specifically set forth in the notice.

Section 5.04 Quorum; Vote Required for Action. A majority of all Trustees shall constitute a quorum at all meetings of the Board. The affirmative vote of a majority of the Trustees present at a meeting at which time a vote is taken shall be the act of the Board, unless the vote of a greater number is required by the Certificate of Incorporation, these Bylaws, or by law. *Ex officio* Trustees shall be counted in determining a quorum and shall be entitled to vote.

Section 5.05 Action Without Meeting. If all members of the Board consent in writing to any action taken or to be taken, the action shall be the same as if authorized at a meeting of the



Board; all written consent(s) shall be included in the corporate minutes or filed with the corporate records.

Section 5.06 Participation by Conference Telephone. Any member of the Board may participate in a meeting by means of a conference telephone or similar communications equipment enabling all members of the Board participating in the meeting to hear one another, and such participation shall constitute presence in person at such meeting.

Section 5.07 Agenda and Records of Meetings. There shall be a written agenda for each meeting of the Board, and minutes of each meeting shall be prepared and submitted to the Board for approval by the Secretary or a delegate. Minutes shall reflect attendance at the meeting, and shall be dated, signed and maintained in the corporate records following approval.

## ARTICLE VI

### Officers

Section 6.01 Officers. The officers shall be the Chair, an Executive Director, a Secretary, a Treasurer and such other officers as may from time to time be designated by the Board. The Chair, Secretary and Treasurer shall be chosen from the members of the Board.

Section 6.02 Election. The officers, except for the Executive Director, shall be chosen by the Board at its annual meeting, and shall hold office until the next annual meeting.

Section 6.03 Vacancies. Any vacancy occurring in any office shall be filled promptly by the Board at any Board meeting.

Section 6.04 Removal. Any officer may be removed with or without cause by the Member at any meeting of the board of trustees of the Member, provided that the notice of the meeting specifically states that the purpose or one of the purposes of the meeting is removal of the officer.

Section 6.05 Duties. The duties of the officers shall be as follows:

(a) Chair. The Chair shall preside at all meetings of the Board, shall be an *ex officio* member of all committees, and shall perform other duties incident to the office or delegated by the Board or these Bylaws. In the event of the Chair's absence or disability, a Director who is the Chair's delegate or who is appointed by the Board shall perform the duties of the Chair.

(b) Executive Director. The Executive Director shall be the chief executive officer of the Corporation. The Member shall appoint the Executive Director, who shall serve until his or her death, resignation, disability or removal in accordance with these Bylaws. Subject to the powers expressly reserved to the Board or the Member, the Executive Director shall, in general, supervise and control all the business and affairs of the Corporation, and shall see that the objectives, policies and orders of the Board are properly executed. The Executive Director shall have the power to sign, acknowledge and deliver on behalf of the Corporation all deeds, agreements and other formal instruments. If no Chair has been appointed or in the absence of the Chair, the Executive Director shall preside at each meeting of the Board. In general, he or she

shall perform such other duties incident to the office of Executive Director and such other duties as may from time to time be assigned to the Executive Director by these Bylaws, by the Board, or by the Member.

(c) Secretary. The Secretary shall: maintain the minutes of the meetings of the Board in the corporate records; give or cause to be given all notices required by these Bylaws or by law; serve as custodian of the Corporation's records; make such records available to the Board upon its request; and perform all other duties incident to the office or delegated by the Board or these Bylaws.

(d) Treasurer. The Treasurer shall: supervise the receipt and custody of the Corporation's funds and investments; render a full account and statement of the condition of the Corporation's finances at each annual meeting and at such other times as requested by the Board; and perform other duties incident to the office or as may be delegated by the Board or these Bylaws.

## ARTICLE VII

### Committees

Section 7.01 Committees. The Board may create such ad hoc committees from time to time as the Board may deem necessary to carry out special fund raising events or other initiatives of the Board. Committees may not exercise the authority of the Board, and any acts taken by them shall be solely advisory in nature. The members and chairs of each committee shall be appointed by the Board, and each such committee shall consist of at least one (1) Director and two (2) other individuals who may or may not be Trustees. Each committee established by the Board shall be chaired by a Director of the Board. Committee members shall serve at the pleasure of the Board and until their successors are elected.

Section 7.02 Committee Procedures; Action by Committee. Each committee may fix rules of procedure for its business. A majority of the members of a committee shall constitute a quorum for the transaction of business and the act of a majority of those present at a meeting at which a quorum is present shall be the act of the committee. Any action required or permitted to be taken at a meeting of a committee may be taken without a meeting, if a unanimous written consent which sets forth the action is signed by each member of the committee and filed with the minutes of the committee. The members of a committee may conduct any meeting thereof by conference telephone in accordance with the provisions of Section 4.06.

Section 7.03 "Medical Review Committees." Any committee or subcommittee referred to in or otherwise established in accordance with the provisions of these Bylaws, as well as the Board itself, when engaged in any peer review activity, is intended to be a "medical review committee" within the meaning of that term as set forth in Chapter 368a of the Connecticut General Statutes, as amended from time to time.

## ARTICLE VIII

### Conflict of Interest; Confidentiality

Section 8.01 “Conflict of Interest” Defined; Conflict of Interest and Confidentiality Policies. The Board expects its members to exercise good judgment and follow high ethical standards. Individuals serving the Corporation should never permit private interests to conflict in any way with their obligations to the Corporation and to any entities affiliated with the Corporation. In addition, all members of the Board must honor the confidential nature of Corporation information and strive to maintain its confidentiality. To this end, from time to time the Board shall adopt a Conflict of Interest Policy and a Confidentiality Policy; such policies shall be deemed by this reference to be a part of these Bylaws. These policies shall be consistent with requirements of state law and the law of tax-exempt organizations, and shall address, among other things: the definition of “confidential materials” and “related persons”; disclosure by Board members; the purchase of goods and services; compensation decisions; and procedures to implement and enforce these policies.

## ARTICLE IX

### Miscellaneous

Section 9.01 Principal Office. The principal office of the Corporation shall be located in New London, Connecticut.

Section 9.02 Waivers of Notice. Whenever any notice of time, place, purpose or any other matter, including any special notice or form of notice, is required or permitted to be given to any person by law or under the provisions of the Certificate of Incorporation or these Bylaws, or of a resolution of the Member or the Board of Trustees, a written waiver of notice signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. The Secretary of the Corporation shall cause any such waiver to be filed with or entered upon the records of the Corporation or, in the case of a waiver of notice of a meeting, the records of the meeting. The attendance of any person at or participation in a meeting waives any required notice to that person of the meeting unless at the beginning of the meeting, or promptly upon the person’s arrival, the person objects to the holding of the meeting or the transacting of business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

## ARTICLE X

### Amendments

Section 10.01 Amendments. Except as otherwise provided by the Certificate of Incorporation, or by law, the Member and the System Parent may adopt, amend or repeal these Bylaws.

**Adopted by the Board of Trustees of  
Lawrence + Memorial Corporation on August 29, 2016**

**Exhibit 2.1.4(E)**

**Amended and Restated Certificate of Incorporation of LMMG**

**AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION**

**L&M PHYSICIAN ASSOCIATION, INC.**

L&M PHYSICIAN ASSOCIATION, INC. hereby amends and restates its Certificate of Incorporation so that the same shall read in its entirety as follows:

1. Name. The name of the Corporation is L&M PHYSICIAN ASSOCIATION, INC. (the “Corporation”).

2. Purposes. The nature of the activities to be conducted and the purposes to be promoted or carried out by the Corporation shall be exclusively charitable, scientific and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and shall include the following:

(a) to operate and maintain one or more offices or facilities for the study, diagnosis and treatment of human ailments and injuries by licensed persons;

(b) to render medical and surgical treatment, consultation or advice by duly licensed employees or agents of the Corporation to patients without regard to race, color, creed, sex, age or ability to pay for such care and services;

(c) to promote, enhance, improve, and develop medical, surgical and scientific research at providers affiliated with Yale-New Haven Health Services Corporation, including, for so long as such providers are affiliated with the Yale New Haven Health System (the “System”) administered by Yale-New Haven Health Services Corporation (“YNHHSC”), which System shall include Lawrence + Memorial Corporation, Lawrence + Memorial Hospital, Westerly Hospital, Bridgeport Hospital, Greenwich Hospital, Yale-New Haven Hospital, and such other providers that may affiliate with the System in the future (the “Affiliated Delivery Networks”) and throughout the communities they serve;

(d) to promote, enhance, improve and augment the quality of medical and clinical education and patient care at the Affiliated Delivery Networks and at any other sites determined by the Corporation;

(e) to promote and enhance a high quality of medical care and other human services for the benefit of all persons in the communities it serves;

(f) to augment the planning process for the promotion of the general well-being and human health needs of the communities it serves;

(g) to solicit, accept, hold, invest, reinvest, and administer any contributions, grants, donations, gifts, bequests, devises, benefits of trusts (but not to act as trustee of any trust), and property of any sort, without limitation as to amount or value, and to use, disperse or donate the income or principal thereof for exclusively charitable and educational purposes in such

manner as, in the judgment of the Board of Trustees and the Member of the Corporation, will best promote the purposes of the Corporation;

(h) to contract for, purchase, receive, own, manage, operate or lease property, real, personal and mixed, wheresoever situated, as may be necessary to promote and further the purposes and objectives of the Corporation; and

(i) to engage in any lawful act or activity for which a medical foundation may be organized under Chapter 594b of the Connecticut General Statutes or for which a nonstock corporation may be organized under Chapter 602 of the Connecticut General Statutes, the Connecticut Revised Nonstock Corporation Act (the "Act").

In furtherance of the purposes set forth herein, the Corporation shall (i) participate as an integral part of the System, which System provides, through the Corporation and its affiliates, comprehensive, cost effective, advanced patient care characterized by safety and clinical and service quality; and (ii) fund and promote activities and programs of the System, including activities and programs of its affiliates, consistent with and in furtherance of the Corporation's charitable purposes and the charitable purposes of all System affiliates.

3. Nonprofit. The Corporation is nonprofit and shall not have or issue shares of stock or make distributions.

4. Member. The Corporation shall have one member, Lawrence + Memorial Corporation (the "Member"). The Member is an affiliate of a "Health System," as defined in Section 33-182aa of the Connecticut General Statutes, overseen by the Member's parent company, Yale New Haven Health Services Corporation (sometimes referred to as the "System Parent"). The Member shall have the rights, powers and privileges provided in the Corporation's Bylaws and by Connecticut law, including certain expressly reserved powers and retained rights described in the Corporation's Bylaws (the "Bylaws"). The Bylaws may provide that certain rights, powers and privileges of the Member shall be reserved exclusively to, or may be subject to the prior approval of, the System Parent.

5. Board of Trustees. Subject to the rights, powers and privileges of the Member or the System Parent, the Corporation shall operate under the management of its Board of Trustees. The Bylaws may provide that certain persons occupying certain positions within or without the Corporation shall be ex-officio trustees, who may be counted in determining a quorum and may have the right to vote as may be provided in the Bylaws. As may be further provided in the Bylaws, the terms of elected trustees may be staggered by dividing the elected trustees into up to three groups so that approximately an equal number of such trustees have terms that expire each year. Trustees may be removed by the Member or at the direction of the System Parent as provided in the Bylaws.

6. Restrictions. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, the Corporation's trustees, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section 2 hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of "statements") any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this Certificate of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

7. Dissolution. Upon the dissolution or termination of the existence of the Corporation, all of its property and assets, after payment of the lawful debts of the Corporation and the expenses of its dissolution or termination, shall be delivered, conveyed and paid over (subject to any restrictions imposed by any applicable will, deed, grant, conveyance, agreement, memorandum, writing or other governing document) to YNHHS, or, if at the time of the dissolution or termination of the existence of the Corporation, YNHHS is not in existence or does not qualify as exempt under Section 501(c)(3) of the Code, to any organization (or organizations) that qualifies as an organization exempt under Section 501(c)(3) of the Code, in such proportions and for such exclusively charitable, scientific or educational purposes as the Board of Trustees may determine.

8. Limitation of Liability of Trustees. In addition to and not in derogation of any other rights conferred by law, a trustee shall not be personally liable for monetary damages for breach of duty as a trustee in an amount greater than the amount of compensation received by the trustee for serving the Corporation during the year of the violation, provided that such breach did not (a) involve a knowing and culpable violation of law by the trustee, (b) enable the trustee or an associate, as defined in Section 33-840 of the Connecticut General Statutes, to receive an improper personal economic gain, (c) show a lack of good faith and a conscious disregard for the duty of the trustee to the Corporation under circumstances in which the trustee was aware that his or her conduct or omission created an unjustifiable risk of serious injury to the Corporation, or (d) constitute a sustained and unexcused pattern of inattention that amounted to an abdication of the trustee's duty to the Corporation. Any lawful repeal or modification of this Section 8 or the adoption of any provision inconsistent herewith by the Board of Trustees or the Member of the Corporation shall not, with respect to a person who is or was a trustee, adversely affect any limitation of liability, right or protection of such person existing at or prior to the effective date of such repeal, modification or adoption of a provision inconsistent herewith. The limitation of liability of any person who is or was a trustee provided for in this Section 8 shall not be exclusive of any other limitation or elimination of liability contained in, or which may be provided to any person under, Connecticut law.



9. Indemnification. The Corporation shall provide its trustees with the full amount of indemnification that the Corporation is permitted to provide pursuant to the Act. In furtherance of the foregoing, the Corporation shall indemnify its trustees against liability as defined in Section 33-1116(4) of the Act to any person for any action taken, or any failure to take any action, as a trustee, except liability that (1) involved a knowing and culpable violation of law by the trustee, (2) enabled the trustee or an associate to receive an improper personal economic gain, (3) showed a lack of good faith and a conscious disregard for the duty of the trustee to the Corporation under circumstances in which the trustee was aware that his or her conduct or omission created an unjustifiable risk of serious injury to the Corporation, or (4) constituted a sustained and unexcused pattern of inattention that amounted to an abdication of the trustee's duty to the Corporation.

The Corporation may indemnify and advance expenses to each officer, employee or agent of the Corporation who is not a trustee, or who is a trustee but is made a party to a proceeding in his or her capacity solely as an officer, employee or agent, to the same extent as the Corporation is permitted to provide the same to a trustee, and may indemnify and advance expenses to such persons to the extent permitted by Section 33-1122 of the Act.

Notwithstanding any provision hereof to the contrary, the Corporation shall not indemnify any trustee, officer, employee or agent against any penalty excise taxes assessed against such person under Section 4958 of the Code.

10. Amendment of Certificate of Incorporation and Bylaws. This Certificate of Incorporation and the Bylaws of the Corporation may be amended or repealed, and new Bylaws may be adopted, only with the approval of the Member and the System Parent.

11. References. References in this Certificate of Incorporation to a Section of the Code shall be construed to refer both to such Section and to the regulations promulgated thereunder, as they now exist or may hereafter be amended. References in this Certificate of Incorporation to a provision of the Connecticut General Statutes or any provision of Connecticut law set forth in such Statutes is to such provision of the General Statutes of Connecticut or the corresponding provision(s) of any subsequent Connecticut law. Reference in this Certificate of Incorporation to a provision of the Act is to such provision of the Connecticut Revised Nonstock Corporation Act, as amended, or the corresponding provisions(s) of any subsequent Connecticut law.

## Schedule 6.5

### YNHHSC Third Party Approvals

1. The Federal Trade Commission must be given notice of the appointment of YNHHSC as the sole member of L+M through the premerger notification program under the HSR Act, and the transaction may not close until the HSR-required waiting period has passed.

2. **Certificate of Need approval from OHCA for the appointment of YNHHSC as the sole corporate member of L+M pursuant to the YNHHSC-L+M Affiliation Agreement, as amended by this First Amendment** will require ~~Certificate of Need approval from OHCA.~~

3. The merger of LMMG with and into NEMG will require notice to OHCA of LMMG Board approval of the merger and Certificate of Need approval from OHCA, and **at least** thirty (30) days prior to consummating the merger and closing the aforementioned transaction, notice must be filed with the Connecticut Attorney General.

4. The appointment of YNHHSC as the ultimate corporate parent of LMW must be approved by both RIDOH and the Rhode Island Attorney General through a Hospital Conversion Act application. The change in control effected by the appointment of YNHHSC as the ultimate parent of LMW must also be approved by the RIDOH Office of Health Systems Development through a Change in Effective Control application.

5. Notice of the Affiliation must be given to the Connecticut Attorney General at the same time that premerger notification under the HSR Act is given to the Federal Trade Commission.

~~6. A Transaction Test certificate is required to be delivered as a condition to the merger of LMMG with and into NEMG in satisfaction of the requirements of Section 408 of the YNHHSC Master Trust Indenture; Section 6.27 of that certain Reimbursement Agreement by and between YNHHSC and Bank of America, N.A., dated as of June 1, 2014; and each of the three International Swap Dealers Association, Inc. Master Agreements, each dated as of June 23, 2014, by and between YNHHSC and the following counterparties respectively: (i) Barclays Bank PLC; (ii) JPMorgan Chase Bank, N.A. (“JPMC”); and (iii) Goldman Sachs Bank USA.~~

~~7. The written consent of Wells Fargo Bank, National Association (“Wells Fargo”) is required to be obtained as a condition of the merger of LMMG with and into NEMG, pursuant to Section 7.6(b) of that certain Amended and Restated Letter of Credit and Reimbursement Agreement by and among Wells Fargo, Yale New Haven Hospital, Inc. and YNHHSC, dated as of June 23, 2014.~~

~~8. The written consent of JPMC is required to be obtained as a condition of the merger of LMMG with and into NEMG, pursuant to Section 15(d) of that certain Letter of Credit and Reimbursement Agreement by and between YNHHSC and JPMC, dated as of June 1, 2014.~~

**96.** The 1999 Affiliation Agreement between Yale University and YNHHSC, as amended (the “1999 Affiliation Agreement”) requires that if a health care provider becomes a member of

Yale New Haven Health System, YNHHC must promptly notify the Yale School of Medicine (“YSM”) and, if such new system member has medical education affiliation agreements with medical schools other than YSM, YNHHC must give notice of the expiration date and material program terms of such medical education affiliation agreements.

## Schedule 7.5

### L+M Third Party Approvals

1. The Federal Trade Commission must be given notice of the appointment of YNHHS as the sole member of L+M through the premerger notification program under the HSR Act, and the transaction may not close until the HSR-required waiting period has passed.

2. **Certificate of Need approval from OHCA for the appointment of YNHHS as the sole corporate member of L+M pursuant to the YNHHS-L+M Affiliation Agreement, as amended by this First Amendment** will require Certificate of Need approval from OHCA.

3. The merger of LMMG with and into NEMG will require notice to OHCA of LMMG Board approval of the merger and Certificate of Need approval from OHCA, and **at least** thirty (30) days prior to consummating the merger and closing the aforementioned transaction, notice must be filed with the Connecticut Attorney General.

4. The appointment of YNHHS as the ultimate corporate parent of LMW must be approved by both RIDOH and the Rhode Island Attorney General through a Hospital Conversion Act application. The change in control effected by the appointment of YNHHS as the ultimate parent of LMW must also be approved by the RIDOH Office of Health Systems Development through a Change in Effective Control application.

5. Notice of the Affiliation must be given to the Connecticut Attorney General at the same time that premerger notification under the HSR Act is given to the Federal Trade Commission.

6. ~~(7)~~ Consent of Bank of America, N.A. to the consummation of the transactions contemplated by the Affiliation Agreement under Section 7(p), and confirmation of Bank of America, N.A. that the transactions contemplated by the Affiliation Agreement will not contravene Section 7(g), of that certain Continuing Covenants Agreement, dated as of October 13, 2013, by and among L+M and LMH on the one hand and Bank of America, N.A. on the other hand.

~~6~~7. Consent of the Connecticut Health and Education Facilities Authority to the consummation of the transactions contemplated by the Affiliation Agreement under Section 6.11 of the Master Trust Indenture, dated as of February 1, 1990, by and among L+M and LMH on the one hand and the Master Trustee named therein on the other hand, as the same has been amended or supplemented from time to time in accordance with its terms.

~~7~~8. Notification to TD Bank, National Association pursuant to Section 5.30 of that certain Letter of Credit and Reimbursement Agreement, dated as of November 5, 2013, by and among L+M and LMH on the one hand and TD Bank, National Association, on the other hand.

<b>L+M Hospital Inpatient Bed Allocation</b>			
<i>As of 9/8/16</i>			
	<b>Licensed</b>	<b>Available</b>	
	<b>Beds</b>	<b>Beds</b>	
Med/Surg		142	
Critical Care (ICU/CCU)		20	
Psychiatric		18	
Rehabilitation		16	
Maternity		24	
NICU/Newborn Nursery		27	
<b>Total</b>	<b>308*</b>	<b>247</b>	
*note: total includes 280 general hospital beds and 28 bassinets			

## L+M Hospital Outpatient Services by Service, Location and Hours of Operation

As of 9/8/16

Service	Department	Location	Hours of Operation
Ambulatory Surgery	Surgery	52 Hazelnut Hill Road, Groton, CT	T, W, F 06:00 - 18:00
Ambulatory Surgery	Surgery	365 Montauk Avenue, New London, CT	M-F 07:00 - 17:30
Audiology	Rehabilitation	52 Hazelnut Hill Road, Groton, CT	M 09:00 - 17:30 T-Th 08:00 - 18:30
Audiology	Rehabilitation	40 Boston Post Road, Waterford, CT	F 08:00 - 18:00 M-Th 07:00 - 18:00
Automated Whole Breast Screening Ultrasound	Radiology	365 Montauk Avenue, New London, CT	F 09:00 - 17:30 M-F 08:00 - 16:30
Blood Draw	Laboratory	365 Montauk Avenue, New London, CT	Sa 07:30 - 11:00 M-F 06:30 - 18:00
Blood Draw	Laboratory	339 Flanders Road, East Lyme, CT	Sa 07:00 - 12:00 M-F 06:30 - 17:00
Blood Draw	Laboratory	52 Hazelnut Hill Road, Groton, CT	Sat 07:00 - 12:00 M-F 06:30 - 19:00
Blood Draw	Laboratory	194 Howard Street, New London, CT	Sa 07:00 - 19:00 Su 09:00 - 17:30
Bone Density	Radiology	52 Hazelnut Hill Road, Groton, CT	M-F 08:30 - 17:00 M-Th 07:30 - 18:00
Bone Density	Radiology	196 Parkway South, Suite 102, Waterford, CT	Every other Sa 07:30 - 15:00 T,W,F 08:00 - 15:00
Breast Imaging	Radiology	365 Montauk Avenue, New London, CT	M-Th 07:00 - 18:00 F 07:00 - 16:30
Breast Imaging	Radiology	52 Hazelnut Hill Road, Groton, CT	Sa 06:30 - 15:00 M-Th 06:30 - 19:00
Breast Imaging	Radiology	196 Parkway South, Suite 102, Waterford, CT	F, Sa 06:30 - 15:00 M-Th 06:30 - 15:00
Cardiac and Pulmonary Rehab	Rehabilitation	365 Montauk Avenue, New London, CT	F 07:30 - 16:00 Sa 06:30 - 15:00
Cardiac Diagnostic Testing	Cardiology	365 Montauk Avenue, New London, CT	M-F 07:30 - 17:30
Cardiac Diagnostic Testing	Cardiology	52 Hazelnut Hill Road, Groton, CT	M-F 07:00 - 15:30
Cath Lab	Cardiology	365 Montauk Avenue, New London, CT	T, W, F 06:00 - 18:00
Chemo Infusion	Oncology	230 Waterford Parkway S, Waterford, CT	M-F 07:30 - 16:00 M-F 08:00 - 17:00

Computerized Tomography (CT)	Radiology	365 Montauk Avenue, New London, CT	7 days/week 07:00 - 19:00
Computerized Tomography (CT)	Radiology	52 Hazelnut Hill Road, Groton, CT	7 days/week 07:00 - 19:00
Computerized Tomography (CT)	Radiology	196 Parkway South, Suite 102, Waterford, CT	M,W,Th,F 07:30 - 16:00
Cardiovascular Ultrasound (CV Ultrasound)	Radiology	365 Montauk Avenue, New London, CT	M-F 07:00 - 19:00
Cardiovascular Ultrasound (CV Ultrasound)	Radiology	52 Hazelnut Hill Road, Groton, CT	M-F 08:00 - 16:30
Cardiovascular Ultrasound (CV Ultrasound)	Radiology	196 Parkway South, Suite 102, Waterford, CT	M-F 08:00 - 16:30
			M-F 08:00 - 19:00
Diagnostic Radiology	Radiology	365 Montauk Avenue, New London, CT	Sa 09:00 - 11:00
			M-F 08:00 - 20:00
Diagnostic Radiology	Radiology	52 Hazelnut Hill Road, Groton, CT	Sa 09:00 - 16:30
Diagnostic Radiology	Radiology	196 Parkway South, Suite 102, Waterford, CT	M-F 08:30 - 17:00
Emergency Services	Emergency	365 Montauk Avenue, New London, CT	7 days/week Open 24 hours
Emergency Services	Emergency	52 Hazelnut Hill Road, Groton, CT	7 days/week 07:00 - 23:00
			M-F 07:30 - 16:00
Infusion (non-chemo)	Infusion (non-chemo)	365 Montauk Avenue, New London, CT	Sa, Su, Holidays - on call
Intensive Outpatient Program	Psychiatry	365 Montauk Avenue, New London, CT	M-F 09:00 - 12:00
			M-F 08:00 - 16:30
Interventional Radiology	Radiology	365 Montauk Avenue, New London, CT	On Call 24/7
			M-F 07:00 - 21:00
Magnetic Resonance Imaging (MRI)	Radiology	365 Montauk Avenue, New London, CT	Sa,Su 07:00 - 19:00
			M-F 07:00 - 17:00
Magnetic Resonance Imaging (MRI)	Radiology	52 Hazelnut Hill Road, Groton, CT	Sa 07:00 - 17:00
			M-F 07:00 - 17:00
Magnetic Resonance Imaging (MRI)	Radiology	196 Parkway South, Suite 102, Waterford, CT	Sa 07:00 - 15:00
			M-F 07:00 - 16:30
Neurodiagnostics	Neurodiagnostics	365 Montauk Avenue, New London, CT	1 Sa a month - 07:00 - 16:30
			M-F 07:00 - 17:00
Nuclear Medicine (Nuclear Med)	Radiology	365 Montauk Avenue, New London, CT	MIBis Only - Sa 08:00 - 12:00
Occupational Health	Occupational health	52 Hazelnut Hill Road, Groton, CT	M-F 08:00 - 16:30
			M, W 09:30 - 19:00
Occupational Therapy	Rehabilitation	339 Flanders Road, East Lyme, CT	T, Th 07:00 - 14:00
			M, F 07:00 - 18:00
			T 06:30 - 19:00
			W 07:00 - 1900
			Th 07:30 - 19:00
			Sat 07:00 - 16:00 (hands)
Occupational Therapy	Rehabilitation	52 Hazelnut Hill Road, Groton, CT	Sun as needed for hands

Occupational Therapy	Rehabilitation	40 Boston Post Road, Waterford, CT	M, W 07:30 - 18:00
Positron Emission Tomography (PET)	Radiology	196 Parkway South, Suite 102, Waterford, CT	T, F 07:30 - 15:30 Th 07:30 - 16:30
Physical Therapy	Rehabilitation	339 Flanders Road, East Lyme, CT	M,W,F 07:00 - 15:00 M-Th 06:30 - 19:00
Physical Therapy	Rehabilitation	52 Hazelnut Hill Road, Groton, CT	F 06:30 - 16:30 M-Th 06:30 - 19:00
Physical Therapy	Rehabilitation	40 Boston Post Road, Waterford, CT	F 06:30 - 18:00 M-Th 06:30 - 18:30
Pre-admission testing	Surgery	365 Montauk Avenue, New London, CT	F 06:30 - 17:30
Pre-admission testing	Surgery	52 Hazelnut Hill Road, Groton, CT	M-F 07:30 - 16:00 Th 08:00 - 16:30
Pulmonary Function Testing	Restorative Services	365 Montauk Avenue, New London, CT	T,W,F Variable
Radiation Therapy	Oncology	230 Waterford Parkway S, Waterford, CT	M, Th 07:00 - 16:00
Sleep lab	Restorative Services	224 Goldstar Highway, Groton, CT	M-F 08:00 - 17:00
Speech Therapy	Rehabilitation	52 Hazelnut Hill Road, Groton, CT	T-Sa 19:00 - 07:30 M 08:00 - 18:30
Speech Therapy	Rehabilitation	40 Boston Post Road, Waterford, CT	T, F 08:00 - 16:30 W, Th 08:00 - 17:30
Stress Testing	Cardiology	365 Montauk Avenue, New London, CT	T, Th, F 07:00 - 17:00
Targeted Breast Ultrasound	Radiology	365 Montauk Avenue, New London, CT	M-F 07:30 - 16:00 M,W,F 13:00 - 16:30
Ultrasound	Radiology	365 Montauk Avenue, New London, CT	T,Th 08:00 - 16:30 M-F 07:00 - 19:00
Ultrasound	Radiology	52 Hazelnut Hill Road, Groton, CT	Every other Sa 07:00 - 15:30
Vascular Lab	Radiology	196 Parkway South, Suite 102, Waterford, CT	7 days/week 08:00 - 16:30
Wound Care and Hyperbarics	Rehabilitation	365 Montauk Avenue, New London, CT	M-F 08:00 - 16:30
		40 Boston Post Road, Waterford, CT	M-F 08:30 - 17:00 M-F 08:00 - 16:30



## AGENDA

October 11, 2016

- I. Purpose of Meeting: To review conflicting conditions and clarify one set of coordinated conditions.
  - Strategic Plan
  - Financial Reporting
  - Cost and Market Impact Review
  - Independent Monitor
  - Community Benefit
  - Charity Care
  - Employment
  - Governance
  - Licensing, Physician Office Conversion and Cost Savings Attainment
  
- II. Timing and Format of Reporting



September 28, 2016

Ms. Kimberly Martone  
State of Connecticut  
Office of Healthcare Access  
410 Capitol Avenue, MS#13HCA  
Hartford, Connecticut 06134-0308



Dear Ms. Martone,

Pursuant to the Order contained within the Agreed Settlement of Docket Number 15-32033-CON, "Transfer of ownership of Lawrence + Memorial Corporation to Yale New Haven Health Services Corporation", Condition 1 and Condition 2 are required to be submitted within twenty (20) days following the Closing Date of this transaction. The Closing Date was September 8<sup>th</sup>.

Attached please find documents responsive to Conditions as 1 and 2. Condition 1 is being posted on L+MH's website immediately.

A copy of these documents will be sent via U.S. postal service.

Regards,

Nancy Levitt Rosenthal  
Vice President, Strategy and Regulatory Planning

September 8, 2016

Lawrence + Memorial Corporation  
365 Montauk Avenue  
New London, CT 06320

Re: **Limited Disclosures Pursuant to Affiliation Agreement by and between Yale-New Haven Health Services Corporation and Lawrence + Memorial Corporation**

Ladies and Gentlemen:

Reference is made to the Affiliation Agreement, dated as of July 17, 2015 (the "Effective Date"), by and between Yale-New Haven Health Services Corporation ("YNHHSC") and Lawrence + Memorial Corporation ("L+M"), as amended to the date hereof (the "Affiliation Agreement"). All capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Affiliation Agreement.

YNHHSC and L+M agree and confirm that YNHHSC has made certain limited disclosures for purposes of Article 4 of the Affiliation Agreement. More specifically, although Section 4.1.1 of the Affiliation Agreement indicates that YNHHSC has provided or made available to L+M the governing documents of all YNHHSC Affiliates, governing documents have been provided only for certain key YNHHSC Affiliates. In addition, Section 4.9.1 of the Affiliation Agreement indicates that to the Knowledge of YNHHSC, the YNHHSC Affiliates have not had any breach of information security that would constitute (i) a "security incident" (as defined in 45 CFR § 164.304) that resulted in material and actual unauthorized access, use, disclosure, modification or destruction of Protected Health Information or (ii) a "breach" under Section 13402 of the American Recovery and Reinvestment Act of 2009 and any regulations promulgated thereunder or state information security laws or regulations that require notification to or of government officials, or to individuals whose information may have been breached, the YNHHSC Affiliates have only disclosed (i) such breaches that are not routine and (ii) such breaches in connection with which no YNHHSC Affiliate could reasonably expect to have material liability. Finally, although Section 4.10.7 of the Affiliation Agreement indicates that YNHHSC has provided or made available to L+M copies of the letters and/or rulings from the IRS which recognize that the YNHHSC Obligated Group Members are Tax-Exempt Organizations exempt from United States federal income taxes under Section 501(a) of the Code as organizations described in Section 501(c)(3) of the Code and not as "private foundations" as such term is defined in Section 509 of the Code, such determinations have not been provided.

YNHHSC and L+M agree that the disclosures made under Sections 4.1.1, 4.9.1 and 4.10.7 of the Affiliation Agreement are sufficient and L+M waives any closing condition or other requirement for YNHHSC to make any additional disclosure under such sections. To the best Knowledge of YNHHSC, the effect of the information not disclosed, provided or made available to L+M as described above, would not, individually or in the aggregate, be reasonably expected to have a YNHHSC Material Adverse Effect.

[Signature page follows]

Sincerely,

Yale-New Haven Health Services Corporation

By: Mama P. Borgstrom

Name: Mama P. Borgstrom

Title: President and Chief Executive Officer

Agreed and Confirmed:

Lawrence + Memorial Corporation

By: \_\_\_\_\_

Name: Bruce Cummings

Title: President and Chief Executive Officer

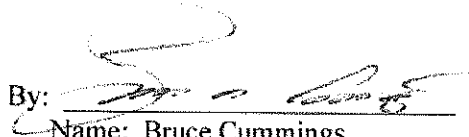
Sincerely,

Yale-New Haven Health Services  
Corporation

By: \_\_\_\_\_  
Name: Marna P. Borgstrom  
Title: President and Chief Executive Officer

Agreed and Confirmed:

Lawrence + Memorial Corporation

By:   
Name: Bruce Cummings  
Title: President and Chief Executive Officer



September 8, 2016

Lawrence + Memorial Corporation  
365 Montauk Avenue  
New London, CT 06320

**Re: Schedule Supplement Pursuant to Affiliation Agreement by and between Yale-New Haven Health Services Corporation and Lawrence + Memorial Corporation**

Ladies and Gentlemen:

Reference is made to the Affiliation Agreement, dated as of July 17, 2015 (the "Effective Date"), by and between Yale-New Haven Health Services Corporation ("YNHHSC") and Lawrence + Memorial Corporation ("L+M"), as amended to the date hereof (the "Affiliation Agreement"). All capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Affiliation Agreement.

Pursuant to Section 5.3 of the Affiliation Agreement, YNHHSC hereby delivers to L+M this update to the YNHHSC Disclosure Schedule delivered as of the Effective Date. This Schedule Supplement includes (x) information that has first arisen or of which YNHHSC has first obtained Knowledge after the Effective Date and that if it existed on the Effective Date would have been required to be reflected on the Disclosure Schedules and (y) information that is necessary to correct any disclosure schedule or representation or warranty and that has first arisen or of which YNHHSC has first obtained Knowledge after the Effective Date. This Schedule Supplement shall be deemed to be incorporated into and to supplement and amend the YNHHSC Disclosure Schedule as of the Closing.

Section and sub-section numbers and letters used in the schedules to this letter correspond to the section and sub-section numbers and letters in the Affiliation Agreement, unless otherwise noted. The captions of each section in the schedules to this letter are included for convenience only and are not intended to limit the scope of the information required to be specifically disclosed.

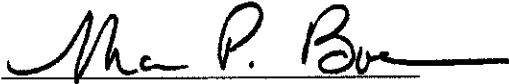
No disclosure made herein or in the schedules to this letter constitutes an admission of any liability or obligation of any YNHHSC Affiliate, an admission against any interest of any YNHHSC Affiliate or a concession as to any defense available to any YNHHSC Affiliate. Unless the Affiliation Agreement specifically provides otherwise, the disclosure of specific item herein, shall not be deemed to constitute an admission that such item is not in the ordinary course of business. To the extent that any representation or warranty contained in the Affiliation Agreement is limited or qualified by the materiality of the matters to which the representation or warranty is given, the inclusion of any matter in any Schedule does not constitute an admission that such matters are material or will have a YNHHSC Material Adverse Effect. Certain information set forth herein is included solely for informational purposes and may not be required to be disclosed pursuant to the Affiliation Agreement.



If there is any inconsistency between any provision or statement in the Affiliation Agreement and any provision or statement in the schedules (other than an exception in any section or subsection to a specific representation or warranty), then the provision or statement in the Affiliation Agreement shall control.

Sincerely,

Yale-New Haven Health Services Corporation

By: 

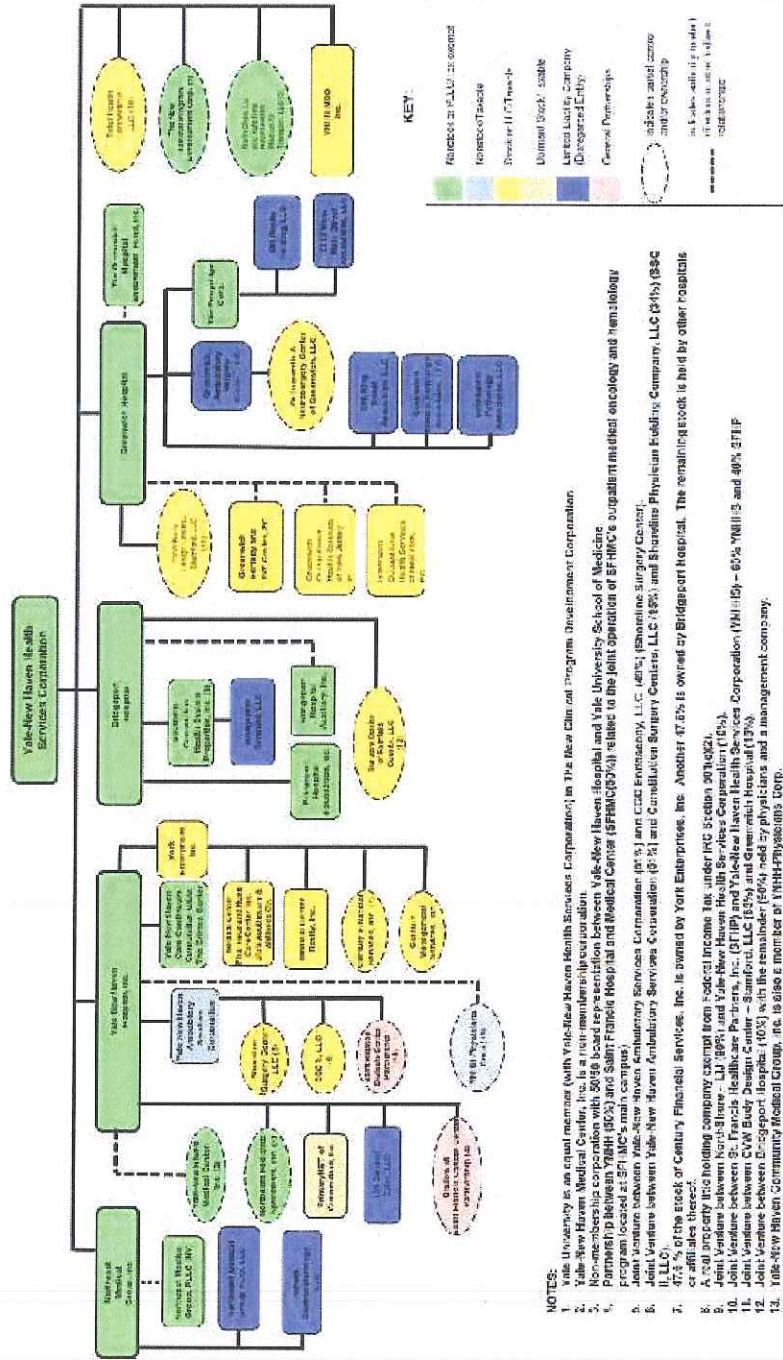
Name: Marna P. Borgstrom

Title: President and Chief Executive Officer

Updated Schedule 4.1.1 – YNHHS Subsidaries

Yale New Haven Health System

Last Updated 2/29/16



- NOTES:**
1. Yale University is an equal member (with Yale-New Haven Health Services Corporation), in The New Clinical Program Development Corporation.
  2. Yale-New Haven Medical Center, Inc. is a non-membership corporation.
  3. Non-membership corporation with 50/50 board representation between Yale-New Haven Hospital and Yale University School of Medicine.
  4. Partnership between YNH (50%) and Saint Francis Hospital and Medical Center (SFHMC) (50%) related to the joint operation of SFHMC's dermatology oncology and hematology.
  5. Joint venture between YNH and a company.
  6. Joint venture between YNH and a company.
  7. Joint venture between YNH and a company.
  8. Joint venture between YNH and a company.
  9. Joint venture between YNH and a company.
  10. Joint venture between YNH and a company.
  11. Joint venture between YNH and a company.
  12. Joint venture between YNH and a company.
  13. Yale-New Haven Community Medical Group, Inc. is also a member of YNH-Physicians Group.
  14. Joint venture between Yale-New Haven Ambulatory Services Corporation (49.5%) and Rental Research Institute, LLC (50.5%).

## **Update to Schedule 4.8**

### **Subsequent Events**

The following language is added to the end of Paragraph 1 of Schedule 4.8:

The budgets for fiscal years 2016 and 2017 have been finalized, and under the final budgets we estimate that YNHHSO will incur a net tax of \$149.2M, or 38.1% of the total tax liability for the State, in 2016, and a net tax of \$158.7M, or 36.2% of the total tax liability for the State, in 2017.

## **Updates to Schedule 4.27**

### **Consents and Approvals**

The following paragraph is added as Paragraph 10 to Schedule 4.27:

The Parties were required to and did submit a Notice of Hospital Affiliation to the Connecticut Attorney General pursuant to Conn. Gen. Stat. § 19a-486i(e).

The following paragraph is added as Paragraph 11 to Schedule 4.27:

As part of the Hospital Conversion Act approval in Rhode Island, YNHHSC and L+M must pursue a separate *cy pres* action relating to the charitable assets of the Westerly Hospital Foundation, but *cy pres* relief need not be obtained prior to Closing.

September 8, 2016

Yale-New Haven Health Services Corporation  
789 Howard Avenue  
New Haven, CT 06510

Re: **Limited Disclosures and Certain Waivers Pursuant to Affiliation Agreement By and Between Yale-New Haven Health Services Corporation and Lawrence + Memorial Corporation**

Ladies and Gentlemen:

Reference is made to the Affiliation Agreement, dated as of July 17, 2015 (the "Effective Date"), by and between Yale-New Haven Health Services Corporation ("YNHHSC") and Lawrence + Memorial Corporation ("L+M"), as amended to the date hereof (the "Affiliation Agreement"). All capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Affiliation Agreement.

Article 3

L+M and YNHHSC agree and confirm that L+M has made certain limited representations and disclosures for purposes of Article 3 of the Affiliation Agreement. More specifically, although:

1. Section 3.5.1 of the Affiliation Agreement indicates that L+M has provided to YNHHSC a copy of current title reports relating to the Principal Properties, such title reports have been provided only as of the Effective Date,
2. Section 3.9.1 of the Affiliation Agreement indicates that to the Knowledge of L+M, the L+M Affiliates have not had any breach of information security that would constitute (i) a "security incident" (as defined in 45 CFR § 164.304) that resulted in material and actual unauthorized access, use, disclosure, modification or destruction of Protected Health Information or (ii) a "breach" under Section 13402 of the American Recovery and Reinvestment Act of 2009 and any regulations promulgated thereunder or state information security laws or regulations that require notification to or of government officials, or to individuals whose information may have been breached, the L+M Affiliates have only disclosed (i) such breaches that are not routine and (2) such breaches in connection with which no L+M Affiliate could reasonably expect to have material liability,
3. Section 3.9.1 of the Affiliation indicates that L+M has provided to YNHHSC copies of any voluntary self-disclosure filing made with CMS or any other Governmental Authority and a description of the status of each such self-disclosure filing, L+M has only provided a description of the status of each such self-disclosure filing and offered to YNHHSC a copy of each such self-disclosure filing,
4. Section 3.9.6 of the Affiliation Agreement indicates that L+M has provided to YNHHSC copies of certain Contracts as of the Closing Date, copies of such Contracts have been provided only as of the Effective Date,
5. Section 3.19 of the Affiliation Agreement indicates that L+M has provided or made available to YNHHSC a correct and complete copy of (a) the minute books of the L+M Affiliates and (b) the minutes maintained by the L+M Affiliates quality assurance committees since October 1, 2011,

each subject to the qualifications set forth in Section 3.19 of the Affiliation Agreement, L+M has only provided such minutes through the Effective Date, and

6. Schedule 3.27 L+M previously disclosed to YNHHSK on Schedule 3.27 to the Affiliation Agreement that the appointment of YNHHSK as the ultimate parent of LMI may require approval of the Cayman Island Monetary Authority under Section 12 of the Cayman Island Insurance Law. The approval process with the Cayman Island Monetary Authority is currently underway, but such approval may not be received prior to the Closing. YNHHSK hereby acknowledges and confirms that it is aware that the approval of the Cayman Island Monetary has not yet been received. If approval is not received prior to the Closing, L+M will use commercially reasonable efforts to obtain the required approval as soon as practicable after the Closing.
7. Section 3.34 of the Affiliation Agreement indicates that, except as specifically disclosed to YNHHSK, none of the L+M Affiliates has material Liabilities or material obligations of any nature, as more specifically set forth in Section 3.34 of the Affiliation Agreement, arising out of, or relating to, the business operations of L+M Affiliates and which are required to be reflected on a balance sheet prepared in accordance with GAAP, except: (a) liabilities or obligations as and to the extent reflected on or accrued or reserved against as set forth in the L+M 2014 Audited Financial Statements; and (ii) liabilities incurred since the date of the L+M 2014 Audited Financial Statements in the ordinary course of business, L+M is making this representation based upon its 2015 audited financial statements, which have previously been provided by L+M to YNHHSK, rather than the L+M 2014 Audited Financial Statements.

L+M and YNHHSK agree that the disclosures and representations and warranties made under Sections 3.5.1, 3.9.1, 3.9.6, 3.19 and 3.34 of the Affiliation Agreement are sufficient and YNHHSK waives any closing condition or other requirement for L+M to make any additional representations or disclosures under such sections.

#### Article 5

Pursuant to Section 5.1.9(a) of the Affiliation Agreement, L+M is required to engage a qualified environmental consultant and to conduct an operational compliance self-audit of the operations of LMH, LMW, LMMG and VNA of Southeastern Connecticut with respect to Environmental, Health and Safety Requirements (an “Environmental Self-Audit”) and to complete a written report of such self-audit prior to the Closing Date. As of the Closing Date, L+M has completed an Environmental Self-Audit of and delivered the corresponding written report to YNHHSK with respect to the Owned Real Property, but has not completed an Environmental Self-Audit of any leased real properties of LMH, LMW, LMMG or VNA of Southeastern Connecticut that are leased by LMH, LMW, LMMG or VNA of Southeastern Connecticut as of the Effective Date (collectively, the “Leased Properties”). L+M hereby agrees to complete an Environmental Self-Audit of the Leased Properties and to deliver the corresponding written report to YNHHSK with respect thereto within a reasonable time period following the Closing Date.

YNHHSK hereby agrees to waive the requirement that L+M complete an Environmental Self-Audit under Section 5.1.9(a) of the Affiliation Agreement with respect to the Leased Properties prior to the Closing Date; provided, that, L+M complete such Environmental Self-Audit of each Leased Property and deliver the corresponding written report to YNHHSK with respect thereto within a reasonable time period following the Closing Date.

To the best Knowledge of L+M, the effect of the information not disclosed, provided or made available to YNHHSK as described above, would not, individually or in the aggregate, be reasonably expected to have an L+M Material Adverse Effect.

Sincerely,

Lawrence + Memorial Corporation

By: 

Name: Bruce Cummings

Title: President and Chief Executive Officer

Agreed and Confirmed:

Yale-New Haven Health Services  
Corporation

By: \_\_\_\_\_

Name: Marna P. Borgstrom

Title: President and Chief Executive Officer

Sincerely,

Lawrence + Memorial Corporation

By: \_\_\_\_\_  
Name: Bruce Cummings  
Title: President and Chief Executive Officer

Agreed and Confirmed:

Yale-New Haven Health Services  
Corporation

By: Marna P. Borgstrom  
Name: Marna P. Borgstrom  
Title: President and Chief Executive Officer



September 8, 2016

Yale-New Haven Health Services Corporation  
789 Howard Avenue  
New Haven, CT 06510

**Re: Schedule Supplement Pursuant to Affiliation Agreement By and Between  
Yale-New Haven Health Services Corporation and Lawrence + Memorial  
Corporation**

Ladies and Gentlemen:

Reference is made to the Affiliation Agreement (the "Affiliation Agreement"), dated as July 17, 2015, by and between Yale-New Haven Health Services Corporation ("YNHHSC") and Lawrence + Memorial Corporation ("L+M"). All capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Affiliation Agreement.

Pursuant to Section 5.3 of the Affiliation Agreement, L+M hereby delivers to YNHHSC this update to the L+M Schedules to the Affiliation Agreement (the "L+M Disclosure Schedule") delivered as of the Effective Date. This letter (the "Schedule Supplement") includes (x) information that has first arisen or of which L+M has first obtained Knowledge after the Effective Date and that if it existed on the Effective Date would have been required to be reflected on the Disclosure Schedules and (y) information that is necessary to correct any disclosure schedule or representation or warranty and that has first arisen or of which L+M has first obtained Knowledge after the Effective Date. This Schedule Supplement shall be deemed to be incorporated into and to supplement and amend the L+M Disclosure Schedule as of the Closing.

Section and sub-section numbers and letters used in the attached Schedule Supplement correspond to the section and sub-section numbers and letters in the Affiliation Agreement, unless otherwise noted, and any information disclosed in in the attached Schedule Supplement shall be deemed to be disclosed to YNHHSC for all purposes of the Affiliation Agreement so long as such disclosure's relevance to the applicable section(s) of the Affiliation Agreement is reasonably apparent on its face. The captions of each section in the Schedule Supplement are included for convenience only and are not intended to limit the scope of such part, paragraph or section of the Schedule Supplement as set forth in the Affiliation Agreement.

No disclosure made herein or in the Schedule Supplement constitutes an admission of any liability or obligation of any L+M Affiliate, an admission against any interest of any L+M

Affiliate or a concession as to any defense available to any L+M Affiliate. Unless the Affiliation Agreement specifically provides otherwise, the disclosure of specific item herein, shall not be deemed to constitute an admission that such item is not in the ordinary course of business. To the extent that any representation or warranty contained in the Affiliation Agreement is limited or qualified by the materiality of the matters to which the representation or warranty is given, the inclusion of any matter in the Schedule Supplement does not constitute an admission that such matters are material or will have a L+M Material Adverse Effect. Certain information set forth herein is included solely for informational purposes and may not be required to be disclosed pursuant to the Affiliation Agreement.

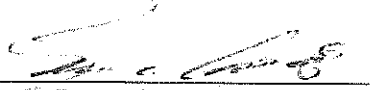
If there is any inconsistency between any provision or statement in the Affiliation Agreement and any provision or statement in the Schedule Supplement (other than an exception in any section or subsection to a specific representation or warranty), then the provision or statement in the Affiliation Agreement shall control.

[Signature page follows.]

Sincerely,

Lawrence + Memorial Corporation

By:

A handwritten signature in dark ink, appearing to read "Bruce Cummings", written over a horizontal line.

-Name: Bruce Cummings

Title: President and Chief Executive  
Officer

## Update to Schedule 3.1.1

### L+M Subsidiaries

Schedule 3.1.1 is hereby amended and restated in its entirety as follows:

#### **Direct Subsidiaries of Lawrence + Memorial Corporation:**

- Lawrence + Memorial Hospital, Inc.\*
- LMW Healthcare, Inc.\*
- L&M Physician Association, Inc.\*
- L & M Systems, Inc.
- Visiting Nurse Association of Southeastern Connecticut Inc.\*
- [L & M Health Care, Inc.]\*
- L+M Indemnity Company Ltd.
- [Lawrence and Memorial Foundation, Inc.]\*

#### **Direct Subsidiaries of Lawrence + Memorial Hospital, Inc.:**

- Associated Specialists of Southeastern Connecticut, Inc.\*

#### **Direct Subsidiaries of LMW Healthcare, Inc.:**

- The Westerly Hospital Foundation, Inc.\*
- Westerly Hospital Energy Company, LLC
- The Westerly Hospital Auxiliary, Inc.\*

#### **Direct Subsidiaries of L & M Systems, Inc.:**

- L&M Home Care Services, Inc.
- [L & M Home Medical Equipment, LLC]

#### **Other Entities in which any L+M Affiliate has an interest:**

- DVA Healthcare of New London, LLC
- Connecticut Hospital Laboratory Network, LLC
- Value Care Alliance, LLC
- Northeast Purchasing Coalition, LLC

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\* Tax-Exempt Organization

[ ] Inactive Entity

\_\_\_ L+M Determination Letter has been received

## Update to Schedule 3.5.1

### Owned Real Property

The list of Owned Real Property is hereby amended and restated as follows:

Owner	Street	City/Town	State
LMH	365 Montauk Ave	New London	CT
LMH	7 Ray Street & 449 Ocean Avenue	New London	CT
LMH	48R Miner Lane	Waterford	CT
LMH	900 Bank Street	New London	CT
LMH	230 Waterford Parkway South	Waterford	CT
LMH	194 Howard Street	New London	CT
LMH	197 Howard Street	New London	CT
LMH	203 Howard Street	New London	CT
LMH (the "Pequot Property")*	52 Hazelnut Hill Road	Groton	CT
LMH	412 Ocean Ave	New London	CT
LMH 7/8 interest; Bank of America 1/8 interest (in trust on behalf of Elizabeth Stamm Estate) (the "Beach Property")^	Pequot Ave	New London	CT
LMW	1 Rhody Drive	Westerly	RI
LMW	65 Wells Street	Westerly	RI
LMW	11 Wells Street Unit 6	Westerly	RI
LMW	45 East Avenue	Westerly	RI
LMW	3 Rhody Drive	Westerly	RI
LMW	26 Wells Street	Westerly	RI
LMW	45 Wells Street, Unit 101	Westerly	RI
LMW	45 Wells Street, Unit 201	Westerly	RI
LMW	25 Wells Street	Westerly	RI
LMW	81 Beach Street	Westerly	RI
VNA of Southeastern Connecticut Inc.	403 N Frontage Rd	Waterford	CT
LMH	One Huntley Road	Old Lyme	CT
L+M	230 Waterford Parkway South (land)	Waterford	CT
LMH	230 Waterford Parkway South (building)	Waterford	CT

\*The fee interest in the land on which the Pequot Property is situated is not owned by an L+M Affiliate, but is leased by LMH from the City of Groton, CT, pursuant to a Ground Lease, dated May 1, 1991.

^LMH owns a 7/8 interest in the Beach Property (a beach located in New London, CT for the use of L+M employees and their families). The remaining 1/8 interest in the Beach Property is held by Bank of America, in trust, on behalf of the Elizabeth Stamm Estate.

The following properties are currently on the market: 11 Wells Street Unit 6, Westerly, RI and One Huntley Road, Old Lyme, CT (offer to purchase has been received).

## Update to Schedule 3.8

### Subsequent Events

Schedule 3.8 is hereby amended as follows:

(b)

The description of the Integrated Leave Program is hereby amended and restated in its entirety as follows:

*“Integrated Leave Program* - Effective April 1, 2015, LMH adopted a new integrated leave program for Directors and Managers and Vice Presidents that are paid biweekly (impacting 120 employees), which includes LMH paid short term disability (self-insured) and long term disability (fully insured) insurance through Unum (Policy No. 468882 001). The plan also moves affected employees to an “All Time” bank for days off rather than Separate Paid Time Off (“PTO”) and Sick banks and provides for a 2015 PTO cash out of up to 5 days (with 15 days permitted to be kept in the PTO bank) and eliminates Sick day cash out for new employees (current employees may maintain up to 100 days in frozen Sick bank until used for short term disability paid at 75% and L+M has promised to pay each applicable employee for any hours in excess of 800 in their respective Sick banks at such employee’s current base rate (up to \$10,000). No PTO cash out will be permitted in 2016 and employees will be permitted to roll over 10 PTO days per year on a going forward basis.”

The following is hereby added to subsection (b):

The L+M Affiliates have agreed to pay retention bonuses to certain select individuals in connection with the consummation of the transactions contemplated by the Affiliation Agreement and/or the go-live of Epic Connect.

(d)

The following items are hereby added to subsection (d):

- (1) LMH has purchased an HVAC for the 600 Building for a purchase price of \$1,135,743.
- (2) LMW has purchased an HVAC for its operating room for a purchase price of \$1,840,000.

(l)

The following item is hereby added to subsection (l):

- (1) In 2015 the primary layer of insurance maintained by or for LMI was exhausted, but no excess layers of such insurance were exhausted.

**Update to Schedule 3.10.6**

**Real Property Certiorari Proceedings**

Schedule 3.10.6 is hereby amended and restated in its entirety as follows:

Along with Yale-New Haven Hospital, Bridgeport Hospital, Greenwich Hospital, the Connecticut Hospital Association and a number of other Connecticut hospitals, L+M have challenged the constitutionality of the Hospitals Tax with the State of Connecticut Department of Social Services and Department of Revenue Services.



## **Update to Schedule 3.13**

### **Transactions with Affiliates**

Schedule 3.13 is hereby amended as follows:

(1) Number (5) is hereby deleted in its entirety and replaced with the following:

(5) Medical Office Lease, effective August 1, 2015, by and between The New London Medical Arts Group, LLC and L+M. The New London Medical Arts Group, LLC is partially owned by Ross J. Sanfilippo, D.M.D., a member of the L+M Board of Directors.

(2) Number (9) is hereby deleted in its entirety.

(3) Number (13) is hereby deleted in its entirety and replaced with the following:

(13) Letter Agreement, dated January 1, 2016, between David F. Reisfeld, MD and LMH (for Dr. Reisfeld's services of LMH Medical Staff Immediate Past President).

(4) The following items are hereby added to Schedule 3.13:

(1) Intensivist Medical Director Agreement, dated as of January 1, 2009, by and between LMH, Southeastern Pulmonary Associates, P.C., Gold Coast Pulmonary and Sleep and Shoreline Pulmonary Associates (owned all, or in part, by Niall J. Duhig, MD, a member of the LMH Board of Directors), as amended by First Amendment to the Intensivist Medical Director Agreement, dated as of January 1, 2014, by and between LMH, Southeastern Pulmonary Associates, P.C., Gold Coast Pulmonary and Sleep, Shoreline Pulmonary Associates and IPC Hospitalists of New England, P.C. d/b/a IPC of Connecticut.

(2) Exclusive Services Agreement, dated as of May 2, 2008, by and between LMH and Anesthesia Associates of New London, P.C. (owned in part by Dr. Joseph Cecere, a member of the LMH Board of Directors), as amended by Amendment to Exclusive Services Agreement, dated as of December 28, 2009, Amendment to Exclusive Services Agreement, dated as of February 1, 2014, and Amendment to Exclusive Services Agreement, dated as of August 1, 2016, and as supplemented by the Letter of Understanding, dated as of December 10, 2010.

## **Update to Schedule 3.16.1**

### **Collective Bargaining Matters**

Schedule 3.16.1 is hereby amended and restated in its entirety as follows:

(1) Agreement by and between LMH and AFT-CT, AFT Healthcare, AFL-CIO Local 5049 (“Local 5049”), entered into as of March 9, 2016, including that certain Memorandum of Understanding between LMH and Local 5049, dated as of July 15, 2015, and including that certain Memorandum of Agreement by and among LMH, Local 5051, Local 5049 and Local 5123, dated as of June 20, 2016.

(2) Agreement by and between LMH and AFT-CT, AFT Healthcare, AFL-CIO Local 5051 (“Local 5051”), entered into as of March 9, 2016, including certain Memorandum of Understanding by and between LMH and Local 5051, dated as of September 15, 2015, and that certain Memorandum of Agreement between LMH and Local 5051, dated as of April 6, 2016, and also including that certain Memorandum of Agreement by and among LMH, Local 5051, Local 5049 and Local 5123, dated as of June 20, 2016.

(3) Agreement by and between LMH and Lawrence & Memorial Healthcare Workers Union, Local 5123 (“Local 5123”), AFT-CT, AFT, AFL-CIO, entered into as of March 9, 2016, including certain Memorandum of Agreement by and between LMH and Local 5123, dated as of November 19, 2015, March 24, 2016 and July 22, 2016, and also including that certain Memorandum of Agreement by and among LMH, Local 5051, Local 5049 and Local 5123, dated as of June 20, 2016.

(4) Agreement by and between LMH and International Union, Security, Police and Fire Professionals of America, dated as of February 4, 2015, including that certain Memorandum of Understanding between LMH and International Union, Security, Police and Fire Professionals of America, dated as of April 1, 2016.

(5) Agreement by and between LMW and The Westerly United Nurses and Allied Professionals, Local 5104 (“Local 5104”), dated as of July 1, 2014, including that certain Memorandum of Agreement by and between LMW and Local 5104, dated as of June 28, 2016, and also including certain Memorandum of Agreement by and between LMH and Local 5075 and 5104, undated and dated as of June 28, 2016, June 28, 2016, July 27, 2016, August 27, 2016.

(6) Agreement by and between LMW and the Westerly United Nurses and Allied Professionals, Local 5075 (“Local 5075”), dated as of July 1, 2014, including certain Memoranda of Understanding by and between LMW and Local 5075, undated and dated as of January 15, 1991, May 8, 1992, April 27, 1994, February 15, 2001, October 1, 2015, November 17, 2015, February 12, 2016, February 15, 2016, May 12, 2016, June 3, 2016 and August 1, 2016, and also including certain Memorandum of Agreement by and between LMW and Locals 5075 and 5104, undated and dated as of June 28, 2016, June 28, 2016, July 27, 2016, August 27, 2016.

(7) Collective Bargaining Agreement by and between Visiting Nurse Association of Southeastern Connecticut, Inc. and the Visiting Nurses Association of Southeastern Connecticut Federation of Registered Nurses and Home Health Aides, Local 5119 (“Local 5119”), AFT-CT, AFT, ACL-CIO, dated as of October 1, 2014, including that certain Memorandum of Understanding by and between Local 5119 and Visiting Nurse Association of Southeastern Connecticut, Inc., dated as of August 2, 2016 (RNs).

(8) Collective Bargaining Agreement by and between Visiting Nurse Association of Southeastern Connecticut, Inc. and the Visiting Nurse Association of Southeastern Connecticut Federation of

Registered Nurses and Home Health Aides, Local 5119, AFT-CT, AFT, AFL-CIO, dated as of October 1, 2014, including that certain Memorandum of Understanding by and between Local 5119 and Visiting Nurse Association of Southeastern Connecticut, Inc., dated as of August 2, 2016 (Home Health Aides).

(9) The National Labor Relations Board scheduled a union election at the Medical Office Building location of LMMG on November 25, 2014. The union, AFT-Connecticut, was seeking to represent LPNs, medical assistants, patient coordinators, patient care navigators and surgical schedulers. The election resulted in a no vote for AFT-Connecticut representation.

## Update to Schedule 3.17.1

### L+M Plans

Schedule 3.17.1 is hereby amended and restated as follows:

Number (2) is hereby amended and restated in its entirety as follows:

(2) LMH §457(b) Plan for Select Management Employees, effective as of October 28, 2002, as amended by that certain First Amendment to LMH §457(b) Plan, effective as of October 1, 2010 and Second Amendment to LMH §457(b) Plan, effective as of October 1, 2013. In connection with the LMH §457(b) Plan, LMH established an Irrevocable Rabbi Trust, pursuant to an Agreement by and between LMH and Lincoln Financial Group Trust Company, dated as of February 1, 2016.

Number (3) is hereby amended and restated in its entirety as follows:

(3) LMH 401(k) Plan, amended and restated effective as of February 3, 2016.

Number (15) is hereby amended and restated in its entirety as follows:

(15) LMH Medical insurance provided by Anthem Blue Cross Blue Shield and Century Preferred PPO. Prescription Coverage is through CaremarkPCS Health, L.L.C.

Number (34) is hereby amended and restated in its entirety as follows:

(34) LMH maintains a life insurance policy with Canada Life Assurance Company (Policy No. 2380459) on behalf of John F. Mirabito, the former Chief Executive Officer of L+M. The Annual Premium for the policy is \$4,115.00.

Number (37) is hereby amended and restated in its entirety as follows:

(37) The Sound Medical Associates, P.C. Profit Sharing Plan, as amended, was terminated effective December 1, 2015.

**Update to Schedule 3.17.4**

**Benefits Triggered by Agreements**

Schedule 3.17.4 is hereby amended and restated in its entirety as follows:

The L+M Affiliates have agreed to pay retention bonuses to certain select individuals in connection with the consummation of the transactions contemplated by the Affiliation Agreement and/or the go-live of Epic Connect.

### Schedule 3.27

#### Consents and Approvals

Schedule 3.27 is hereby amended to include the following items:

(1) The Parties were required to and did submit a Notice of Hospital Affiliation to the Connecticut Attorney General pursuant to Conn. Gen. Stat. § 19a-486i(e).

(2) As part of the Hospital Conversion Act approval in Rhode Island, YNHHS and L+M must pursue a separate cy pres action relating to the charitable assets of the Westerly Hospital Foundation, but cy pres relief need not be obtained prior to Closing.

(3) Services and Support Agreement by and between Sound Medical Associates, P.C. and Island Health Project, Inc., dated as of September 21, 2001 and amended as of November 21, 2014.

(4) Consent under the following agreements with third party payors is required in connection with the closing of the LMMG-NEMG Merger:

(a) Physician Group Agreement, dated as of February 1, 2010, by and between Aetna Better Health Inc. and LMMG.

(b) Physician Group Agreement, dated as of January 1, 2010, by and between Aetna Health Inc. and LMMG.

(c) Participating Provider Group Agreement, effective as of January 1, 2010, by and between Anthem Health Plans, Inc. and LMMG.

(d) Group Agreement, effective as of January 1, 2010, by and between ConnectiCare, Inc. and LMMG.

(e) Services Agreement, effective February 24, 2012, by and between Community Cash Management Corporation (dba Marcam Associates) and LMMG.

**Update to Schedule 3.28.2**

**Cost Report Periods**

Schedule 3.28.2 is hereby amended and restated in its entirety as follows:

LMH

<b>Government Payer Program</b>	<b>Last Three Complete Report Periods</b>	<b>Date Cost Reports Filed</b>	<b>NPR</b>
Medicare	10/1/2012 - 9/30/2013	2/26/2014	No
	10/1/2013 - 9/30/2014	3/25/2015	No
	10/1/2014 - 9/30/2015	2/26/2015	No
Medicaid	10/1/2012 - 9/30/2013	7/1/2014	N/A
	10/1/2013 - 9/30/2014	7/1/2015	N/A
	10/1/2014 - 9/30/2015	7/1/2016	N/A

LMW

<b>Government Payer Program</b>	<b>Last Three Complete Report Periods</b>	<b>Date Cost Reports Filed</b>	<b>NPR</b>
Medicare	10/1/2012 - 9/30/2013	2/14/2014	4/16/16
	10/1/2013 - 9/30/2014	3/2/2015	No
	10/1/2014 - 9/30/2015	2/25/2015	No



**FIRST AMENDMENT TO THE  
AFFILIATION AGREEMENT BY AND BETWEEN  
YALE-NEW HAVEN HEALTH SERVICES CORPORATION  
AND  
LAWRENCE + MEMORIAL CORPORATION**

This First Amendment to the Affiliation Agreement by and between Yale-New Haven Health Services Corporation and Lawrence & Memorial Corporation (this "First Amendment") is made and entered into as of September 8, 2016, by and between Yale-New Haven Health Services Corporation ("YNHHSC") and Lawrence + Memorial Corporation ("L+M").

**RECITALS**

WHEREAS, YNHHSC and L+M entered into an Affiliation Agreement dated as of July 17, 2015 (the "Affiliation Agreement");

WHEREAS, initially capitalized terms that are used in this First Amendment without other definition have the respective meanings ascribed thereto in the Affiliation Agreement;

WHEREAS, at the time the Parties entered into the Affiliation Agreement, the Parties set forth certain intentions with respect to the merger (the "Merger") of L+M Physician Association, Inc., a Connecticut non-stock medical foundation doing business as L+M Medical Group ("LMMG") and Northeast Medical Group Inc., a Connecticut non-stock medical foundation ("NEMG"), which Merger was contemplated to take place as of the Closing Date and as a condition of Closing pursuant to the Affiliation Agreement;

WHEREAS, the Parties wish to proceed to the Closing without effecting the Merger, but instead to effect the Merger at a date subsequent to the Closing to be agreed upon by YNHHSC and L+M (the "Post Closing Merger Effective Date"); and

WHEREAS, to facilitate the Closing, the Parties wish to amend the Affiliation Agreement;

NOW, THEREFORE, in consideration of the foregoing, of mutual promises of the Parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereby agree, and the Affiliation Agreement is hereby amended as follows.

**ARTICLE 1**

**AMENDMENTS TO AFFILIATION AGREEMENT**

1.1 Section 2.1.4 of the Affiliation Agreement is hereby amended as follows (deletions shown in ~~strike through~~; additions shown in **bold**):

**“2.1.4 Medical Foundation Matters. As of the Closing Date, L+M shall remain the sole member of LMMG and YNHSC shall remain the sole member of NEMG. Following the Closing, YNHSC and NEMG shall cooperate to maximize the efficiency of operations of LMMG and NEMG. As of the Closing Date, (i) LMMG shall be merged with and into NEMG with NEMG surviving pursuant to an Agreement and Plan of Merger (the “LMMG-NEMG Agreement and Plan of Merger”) in the form attached as Exhibit 2.1.4(A); (ii) two physician employees of NEMG LMMG who are members of the medical staff of LMH and/or LMW, nominated in accordance with the bylaws of NEMG, shall be elected to the board of trustees of NEMG; ~~(iii)~~ (ii) the president of L+M or his or her designee shall be elected to the board of trustees of NEMG; (iii) ~~(iv)~~ the bylaws of NEMG shall be amended and restated in the form of the Amended and Restated Bylaws of NEMG (the “Amended and Restated Bylaws of NEMG”) attached hereto as Exhibit 2.1.4(B); (iv) the certificate of incorporation of NEMG shall be amended and restated in the form of the Amended and Restated Certificate of Incorporation of NEMG (the “Amended and Restated Certificate of Incorporation of NEMG”) attached hereto as Exhibit 2.1.4(C); (v) the bylaws of LMMG shall be amended and restated in the form of the Amended and Restated Bylaws of LMMG (the “Amended and Restated Bylaws of LMMG”) attached hereto as Exhibit 2.1.4(D); and (vi) the certificate of incorporation of LMMG shall be amended and restated in the form of the Amended and Restated Certificate of Incorporation of LMMG (the “Amended and Restated Certificate of Incorporation of LMMG”) attached hereto as Exhibit 2.1.4(E). In addition, as soon as reasonably practicable following the Closing Date, and ~~(vi)~~ the contracts held by Sound Medical Associates, P.C. will be assigned to NEMG PLLC. In addition, as of the Post Closing Merger Effective Date, LMMG shall be merged with and into NEMG with NEMG surviving pursuant to an Agreement and Plan of Merger (the “LMMG-NEMG Agreement and Plan of Merger”) in the form attached as Exhibit 2.1.4(A).”**

1.2 The final paragraph of Section 2.1.5 of the Affiliation Agreement is hereby amended as follows (deletions show in ~~strikethrough~~; additions shown in **bold**):

“The LMH Amended Certificate of Incorporation, the LMW Amended Certificate of Incorporation, **the Amended and Restated Certificate of Incorporation of LMMG** and the VNA of Southeastern Connecticut Amended Certificate of Incorporation shall be referred to herein as the “*L+M Subsidiaries Amended Certificates of Incorporation*,” the LMH Amended Bylaws, the LMW Amended Bylaws, ~~and~~ the VNA of Southeastern Connecticut Amended Bylaws, **and the Amended and Restated Bylaws of LMMG** shall be referred to herein as the “*L+M Subsidiaries Amended Bylaws*.” From and after the Closing Date, any other L+M Subsidiaries shall be operated in conformity with the principles reflected in the L+M Subsidiaries Amended Certificates of Incorporation and the L+M Subsidiaries Amended Bylaws.”

1.3 Section 2.2 of the Affiliation Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~; additions shown in **bold**):

**“2.2 Maintenance of Separate Corporate Existence. After giving effect to the Closing, the corporate existence, names, rights, privileges, immunities, powers,**

franchises, facilities and other licenses, duties and liabilities of L+M and each L+M Subsidiary, ~~other than LMMG~~, shall be governed by the Board of Trustees of L+M or such L+M Subsidiary, as applicable, subject to the L+M Amended Certificate of Incorporation and the L+M Amended Bylaws or the L+M Subsidiaries Amended Certificates of Incorporation and L+M Subsidiaries Amended Bylaws, as applicable, **except as otherwise provided in the LMMG-NEMG Agreement and Plan of Merger as of the Post Closing Merger Effective Date.** Except as otherwise contemplated by this Agreement, the Affiliation shall not result in a transfer or conveyance as of the Closing Date of any asset or the assumption of any liability of either Party or any Affiliate of either Party.”

1.4 Section 2.10 of the Affiliation Agreement is hereby amended as follows (deletions shown in ~~strike~~through; additions shown in **bold**):

“2.10 Obligated Group. On the earliest date following the Closing Date that is reasonably determined by YNHHSC and in accordance with the requirements of the L+M Master Trust Indenture, YNHHSC shall have the authority to cause L+M and LMH, **LMMG**, LMW and/or such other L+M Subsidiaries as YNHHSC shall determine to become YNHHSC Obligated Group Members, and effective upon becoming a YNHHSC Obligated Group Member the applicable L+M Affiliate shall execute a joinder to become a party to the YNHHSC Obligated Group Agreement and shall take such other steps as YNHHSC may require in connection with such status.”

1.5 Section 3.2 of the Affiliation Agreement is hereby amended as follows (deletions shown in ~~strike~~through; additions shown in **bold**):

“3.2 Authorization of Transaction. L+M has full corporate power and authority to execute and deliver this Affiliation Agreement and to perform its obligations hereunder. This Agreement has been duly authorized by all requisite corporate action of L+M. This Agreement has been duly executed and delivered by L+M and, assuming due authorization, execution and delivery by YNHHSC, and receipt of the consents and approvals listed in Schedule 3.27, constitutes a valid and binding obligation of L+M, enforceable against L+M in accordance with its terms (except as may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization, preference or similar Applicable Laws of general applicability relating to or affecting the rights of creditors generally and subject to general principles of equity (regardless of whether enforcement is sought in equity or at law)). The amendment of the certificate of incorporation of L+M in the form of the L+M Amended Certificate of Incorporation and the amendment of the bylaws of L+M in the form of the L+M Amended Bylaws, in each case effective as of and subject to the Closing, has been duly authorized by all requisite corporate action of L+M. The LMMG-NEMG Agreement and Plan of Merger to become effective as of **the Post Closing Merger Effective Date** and subject to the Closing: (a) have been duly authorized by all requisite corporate action of L+M; and (b) in the case of LMMG, have been (or upon Closing will be) duly authorized by all requisite corporate action of LMMG. The amendment of the certificate of incorporation of each applicable L+M Subsidiary in the form of: (i) the LMH Amended Certificate of Incorporation; (ii) the LMW Amended Certificate of Incorporation; ~~and~~ (iii) the VNA of Southeastern



Connecticut Amended Certificate of Incorporation; and (iv) the Amended and Restated Certificate of Incorporation of LMMG, and the amendment of the bylaws of each applicable L+M Subsidiary in the form of: (x) the LMH Amended Bylaws; (y) the LMW Amended Bylaws; and (z) the VNA of Southeastern Connecticut Amended Bylaws; and (zz) the Amended and Restated Bylaws of LMMG, in each case effective as of and subject to the Closing: (a) has been duly authorized by all requisite corporate action of L+M; and (b) in the case of each applicable L+M Subsidiary, has been (or upon Closing will be) duly authorized by all requisite corporate action of such L+M Subsidiary.”

1.6 Section 4.2 of the Affiliation Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~; additions shown in **bold**):

“4.2 Authorization of Transaction. YNHHS C has full corporate power and authority to execute and deliver this Affiliation Agreement and to perform its obligations hereunder. This Agreement has been duly authorized by all requisite corporate action of YNHHS C. This Agreement has been duly executed and delivered by YNHHS C and, assuming due authorization, execution and delivery by L+M, and receipt of the consents and approvals listed in Schedule 4.27, constitutes a valid and binding obligation of YNHHS C, enforceable against YNHHS C in accordance with its terms (except as may be limited by bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization, preference or similar Applicable Laws of general applicability relating to or affecting the rights of creditors generally and subject to general principles of equity (regardless of whether enforcement is sought in equity or at law)). The LMMG-NEMG Agreement and Plan of Merger to become effective as of **the Post Closing Merger Effective Date** and subject to the Closing have been duly authorized by all requisite corporate action of NEMG and YNHHS C.”

1.7 Section 9.2(b) of the Affiliation Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~; additions shown in **bold**):

“A copy of the L+M Amended Bylaws, and of the L+M Subsidiaries Amended Bylaws for each of the applicable L+M Subsidiaries ~~other than LMMG~~, certified to be in full force and effect and to be true and correct by the secretary or assistant secretary of L+M;”

1.8 Section 9.2(c) of the Affiliation Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~; additions shown in **bold**):

“An executed copy of the LMMG-NEMG Agreement and Plan of Merger in proper form for filing with the Secretary of State **as of the Post Closing Merger Effective Date**;”.

1.9 Section 9.3(e) of the Affiliation Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~; additions shown in **bold**):

“An executed copy of the LMMG-NEMG Agreement and Plan of Merger in proper form for filing with the Secretary of State **as of the Post Closing Merger Effective Date**;”.

1.10 Exhibit 2.1.4(B) of the Affiliation Agreement is hereby amended and restated in the form attached to this First Amendment as Exhibit 2.1.4(B) (deletions shown in ~~strikethrough~~;

additions shown in **bold**) [the Amended and Restated Bylaws of NEMG].

1.11 A new Exhibit 2.1.4(D) is hereby added to the Affiliation Agreement in the form attached to this First Amendment as Exhibit 2.1.4(D) [the Amended and Restated Bylaws of LMMG].

1.12 A new Exhibit 2.1.4(E) is hereby added to the Affiliation Agreement in the form attached to this First Amendment as Exhibit 2.1.4(E) [the Amended and Restated Certificate of Incorporation of LMMG].

1.13 Schedule 6.5 of the Affiliation Agreement is hereby amended and restated in the form attached to this First Amendment as Schedule 6.5 (deletions shown in ~~striketrough~~; additions shown in **bold**).

1.14 Schedule 7.5 of the Affiliation Agreement is hereby amended and restated in the form attached to this First Amendment as Schedule 7.5 (deletions shown in ~~striketrough~~; additions shown in **bold**).

## ARTICLE 2

### CLOSING

The Parties agree that the Closing Date and Effective Time are: 4:00 p.m. September 8, 2016.

## ARTICLE 3

### MISCELLANEOUS

3.1 Except as expressly modified hereby, all other terms and provisions of the Affiliation Agreement shall remain in full force and effect; except that any references to the merger of NEMG and LMMG that are inconsistent with the Parties' intent as reflected in the Recitals above shall be deemed amended by this First Amendment to be consistent with the Parties' intent as set forth in this First Amendment. All other terms and provisions of the Affiliation Agreement are incorporated herein by this reference, and shall govern the conduct of the Parties hereto; *provided, however*, to the extent of any inconsistency between the provisions of the Affiliation Agreement and the provisions of this First Amendment, the provisions of this First Amendment shall control.

3.2 This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original First Amendment, but all of which, taken together, shall constitute one and the same First Amendment, binding on the Parties hereto. The delivery of an executed signature page hereof by facsimile or portable document format (.pdf) shall have the same effect as the delivery of a manually executed counterpart hereof.

3.3 This First Amendment and the Affiliation Agreement (as hereby amended) together contain and constitute the entire agreement between the Parties hereto with respect to the subject matter hereof, and this First Amendment and the Affiliation Agreement (as hereby

**Execution Version**

amended) may not be modified, amended, or otherwise changed in any manner, except as provided in the Affiliation Agreement (as hereby amended).

3.4 Every provision of this First Amendment is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid, such illegal or invalid terms or provisions shall not affect the other terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

3.5 The headings used in this First Amendment are for reference purposes only, and are not intended to be used in construing this First Amendment. As used in this First Amendment, the masculine gender shall include the feminine and neuter, and the singular number shall include the plural, and vice versa.

3.6 The provisions of this First Amendment shall be interpreted and construed in accordance with the laws of the State of Connecticut, without regard to conflict of laws principles.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties have executed, or caused this First Amendment to be executed as of the date first set forth above.

Yale-New Haven Health Services Corporation, a  
Connecticut non-stock, tax-exempt corporation

By: Marna P. Borgstrom

Name: Marna P. Borgstrom

Title: President and Chief Executive Officer

Lawrence + Memorial Corporation, a Connecticut  
non-stock, tax-exempt corporation

By: \_\_\_\_\_

Name: Bruce Cummings

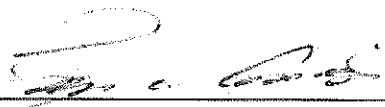
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties have executed, or caused this First Amendment to be executed as of the date first set forth above.

Yale-New Haven Health Services Corporation, a  
Connecticut non-stock, tax-exempt corporation

By: \_\_\_\_\_  
Name: Marna P. Borgstrom  
Title: President and Chief Executive Officer

Lawrence + Memorial Corporation, a Connecticut  
non-stock, tax-exempt corporation

By:  \_\_\_\_\_  
Name: Bruce Cummings  
Title: President and Chief Executive Officer



**Exhibit 2.1.4(B)**

**Amended and Restated Bylaws of NEMG**

**NORTHEAST MEDICAL GROUP, INC.**  
**AMENDED AND RESTATED BYLAWS**

Amended and Restated as of \_\_\_\_\_, 201\_\_

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NORTHEAST MEDICAL GROUP, INC.  
AMENDED AND RESTATED BYLAWS

ARTICLE I. NAME AND GENERAL PURPOSES

Section 1.1 Name. The name of the corporation is Northeast Medical Group, Inc. (the "Corporation").

Section 1.2 General Purposes. The purposes of the Corporation shall be as set forth in the Corporation's Certificate of Incorporation as in effect from time to time. These Bylaws, the powers of the Corporation, its member, trustees and officers, and all matters concerning the conduct and regulation of the affairs of the Corporation shall be subject to the Certificate of Incorporation.

ARTICLE II. MEMBERSHIP

Section 2.1 Member. The Corporation shall have a single member, Yale-New Haven Health Services Corporation (the "Member"), a "Health System" as defined in Section 33-182aa of the Connecticut General Statutes.

Section 2.2 Rights, Powers and Privileges. The Member shall have all the rights, powers and privileges usually or by law accorded to the member of a medical foundation under the Chapter 594b of the Connecticut General Statutes (as it may be amended from time to time, the "Foundation Act") and of a Connecticut nonstock, nonprofit corporation under the Connecticut Revised Nonstock Corporation Act (as it may be amended from time to time, the "Nonstock Act") and not conferred thereby or by the Certificate of Incorporation or these Bylaws upon the Board of Trustees of the Corporation (the "Board"), including the right to elect the members of the Board in accordance with these Bylaws.

Notwithstanding anything in these Bylaws to the contrary:

(a) Neither the Board, nor any officer or employee of the Corporation, may take any of the actions set forth in Exhibit A of these Bylaws, nor may the Board or any officer or employee of the Corporation approve the taking of any such action by an Affiliate (as hereafter defined), without the prior approval of the Member. For purposes hereof, an "Affiliate" of the Corporation shall mean, unless otherwise determined by the Member, any entity which at the time Affiliate status is being determined is directly or indirectly controlling or controlled by or under the direct or indirect common control with the Corporation. "Control" shall mean the legal power to (a) elect or cause the election of a majority of the governing body of the subject entity, or (b) direct or cause the direction of the subject entity's operations or management, whether the foregoing power(s)

exist(s) through voting securities, other voting rights, reserved powers, contract rights, or other legally enforceable means.

(b) In addition to the approval rights reserved to the Member set forth in Exhibit A, the Member expressly retains the rights to take the actions set forth in Exhibit B on behalf of and in the name of the Corporation, directly and without the approval of the Board of this Corporation.

(c) The Board shall have the authority, from time to time, to delegate to the Member any rights, powers and privileges that would otherwise be exercised by the Board to the fullest extent permitted by applicable law.

**Section 2.3 Liability and Reimbursement of Expenses.** Unless the Member expressly agrees otherwise in writing, the Member shall not be liable for the debts or obligations of the Corporation. The Member may be reimbursed for expenses reasonably incurred on behalf of the Corporation.

### ARTICLE III. BOARD OF TRUSTEES

**Section 3.1 Powers and Duties.** Subject to the powers retained by, conferred upon, or reserved to the Member by law or under these Bylaws, the Board shall have charge, control and management of the affairs, property and funds of the Corporation in the manner and subject to the limitations set forth in these Bylaws. Each Trustee shall discharge his or her duties in good faith with the care an ordinarily prudent person in like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the best interests of the Corporation.

**Section 3.2 Composition.** The Board shall consist of two classes of voting Trustees, the Elected Trustees and the Ex Officio Trustees (collectively, the “Trustees”).

(a) **Elected Trustees.** Elected Trustees shall be the persons elected by the Member for terms as set forth in these Bylaws, following nomination and approval pursuant to Section 3.4 of this Article III. Elected Trustees will represent a cross section of major segments of the community served by the Corporation and shall be selected, on the basis of demonstrated skill and ability, for their potential contribution to the governance of the affairs of the Corporation.

(b) **Ex Officio Trustees.** In addition to the Elected Trustees, there shall be the following Ex Officio Trustees, each of whom shall serve automatically by virtue of and while holding the designated office:

- (i) the President of the Corporation; and
- (ii) the President of each Affiliated Delivery Network, or his or her

designee.

For purposes hereof, "Affiliated Delivery Network" shall mean Bridgeport Hospital, Greenwich Hospital, Lawrence + Memorial Corporation, Yale-New Haven Hospital and such other providers that may affiliate with the Yale New Haven System in the future, as designated by the Member.

**Section 3.3 Number.** The Board shall consist of no fewer than thirteen (13) nor more than twenty-four (24) Trustees, inclusive of Ex Officio Trustees. The number of Trustees within the range set forth in the preceding sentence shall be determined from time to time by the Member.

**Section 3.4 Election of Trustees.** At the annual meeting of the Member, the Member shall elect successors to the Elected Trustees whose terms are then expiring. The Member shall elect such successors consistent with the following Board composition:

(a) two (2) representatives of senior management of the Member (each, a "YNHHSC Board Member");

(b) one (1) representative from each Affiliated Delivery Network other than Lawrence + Memorial Corporation (in addition to the President, or his or her designee, who shall serve Ex Officio as set forth in Section 3.2(b));

(c) two (2) physicians employed by LMMG, each of whom is a member in good standing on the medical staff of Lawrence + Memorial Hospital or Westerly Hospital;

(d) up to eight (8) individuals, each of whom is either (1) nominated by a majority vote of the Board and approved by the Member; or (2) self-nominated and appointed by the Member; provided, however, that each such individual, whether nominated by a majority vote of the Board or self-nominated, shall be a Provider (as defined in the Foundation Act) employed or engaged by the Corporation and a member in good standing on the medical staff of one or more Affiliated Delivery Network;

(e) two (2) representatives of Yale School of Medicine;

(f) such other individuals nominated Yale School of Medicine and approved by the Member; provided, however, that each such other individual shall be a Provider employed or engaged by the Corporation and a member in good standing on the medical staff of one or more Affiliated Deliver Network.

Notwithstanding anything herein to the contrary: (x) in accordance with the Foundation Act, the number of Trustees on the Board who are Providers shall equal or exceed the number of Trustees on the Board who are nonprovider employees of the Member; and (y) the number of Trustees appointed to the Board as representatives of, or on the nomination of, Yale School of

Medicine shall constitute twenty-five percent (25%) of the total number of Trustees on the Board.

**Section 3.5 Term and Term Limits.** There shall be three (3) classes of Elected Trustees, with approximately one-third of the Elected Trustees in each class, and the terms of all Trustees in the same class shall expire at the adjournment of the same annual meeting of the Member at which Trustees are elected. Elected Trustees shall take office at the close of the meeting of the Member at which they were elected or at such later date as may be established by the Member and, subject to Section 3.6 of this Article III, shall hold office for a term of three (3) years and until a successor is duly elected and qualified.

Notwithstanding anything herein to the contrary:

(a) No person shall be elected a Trustee for a term beginning after the date of his or her seventy-sixth birthday, provided that an Elected Trustee who is seventy-six (76) years of age or older may be re-elected for another term if (i) the Trustee is also elected as an officer of the Corporation or appointed chair of a standing committee at the beginning of such term; or (ii) the Member determines that additional service is appropriate due to the Trustee's unique expertise and commitment to the Board. In the instance of re-election as a Trustee for an additional term as provided in clause (i) of the foregoing sentence, Board membership shall be coterminous with said Trustee's service as an officer or committee chair.

(b) An Elected Trustee who has served three (3) consecutive full terms (provided that for the purposes of this Section 3.5 a term of service of more than one-half of a full term shall be considered a full term) shall not be eligible for re-election for a period of one year, provided that a Trustee may be re-elected for an additional consecutive term if (i) the Trustee is also elected as an officer of the Corporation or appointed chair of a standing committee at the beginning of such additional term; or (ii) the Member determines that additional service is appropriate due to the Trustee's unique expertise and commitment to the Board, which such determination shall be made only in limited circumstances and shall be made prior to each proposed re-election after the Trustee's completion of three (3) consecutive full terms. In the instance of re-election as a Trustee for an additional term as provided in clause (i) of the foregoing sentence, Board membership shall be coterminous with said Trustee's service as an officer or committee chair.

(c) The provisions of paragraphs (a) and (b) of this Section shall not apply to an Elected Trustee in the event such Trustee also serves as a trustee of Yale-New Haven Health Services Corporation at the time such person is elected to serve as an Elected Trustee for a term otherwise prohibited by such paragraphs (a) and (b). In the instance of re-election as a Trustee for an additional term as provided in this paragraph (c), Board membership shall be coterminous with said Trustee's service as a trustee of Yale-New Haven Health Services Corporation.

**Section 3.6 Resignation.** Any Elected Trustee may resign at any time by giving written notice of such resignation to the Secretary of this Corporation. Such resignation shall be effective



at the time specified in the notice, or if no time is specified, upon receipt by the Secretary. The acceptance of such resignation shall not be necessary to make it effective. Any Ex Officio Trustee who for any reason ceases to hold the office or position from which his or status as an Ex Officio Trustee derives shall automatically be deemed to have resigned as a Trustee of the Corporation and from any position held by virtue of such office with any Affiliate.

**Section 3.7 Removal.** One or more Elected Trustees may be removed from the Board with cause by action of the Member, which action may be taken upon its own initiative or upon the recommendation of the Board.

**Section 3.8 Vacancies.** In the event of the death, resignation or removal of an Elected Trustee, the vacancy resulting therefrom may be filled only by the Member in accordance with Section 3.4 of these Bylaws. An individual elected to fill a vacancy shall serve the remainder of the term of the Trustee replaced.

**Section 3.9 Meetings.**

(a) **Annual Meetings.** The annual meeting of the Board shall be held on such date and time as the Board or the President shall designate.

(b) **Regular Meetings.** Regular meetings of the Board shall be held on such dates and at such times and places as the Board or President shall designate.

(c) **Special Meetings.** Special meetings of the Board may be called at any time by the President and shall be called by the President upon the written request of the Member or any Trustee.

**Section 3.10 Notice of Meetings.** Notice of the date, time and place of any meeting of the Board shall be given to each Trustee and to the Member at least five (5) days in advance of the meeting, except that no notice need be given of a regular meeting held in accordance with a schedule established at the beginning of the fiscal year and provided to the Board and the Member in writing. Any notice of a meeting required under these Bylaws may be communicated to a Trustee in person, by mail or other delivery service, or by telephone, facsimile or other electronic means, including electronic mail directed to an electronic email address at which a Trustee has consented to receive notice. Notice to the Member shall be directed to the President/Chief Executive Officer of the Member and may be provided in person, by mail, or by telephone, facsimile or other electronic means, including electronic mail directed to an electronic mail address at which the President/Chief Executive Officer of the Member has consented to receive notice.

**Section 3.11 Waiver of Notice.** Notice of any meeting of the Board may be waived in writing by all the Trustees and, if any Trustee present at a meeting of the Board does not protest prior to or at the commencement of the meeting the lack of proper notice, he or she shall be deemed to have waived notice of such meeting.

**Section 3.12 Action by Unanimous Written Consent.** Any action required or permitted to be taken by the Board may be taken without a meeting if all the Trustees unanimously consent to such action in writing. Such written consent(s) shall be filed with the minutes of the Corporation and shall have the same force and effect as a vote of Trustees at a duly convened meeting. For purposes of this section, a Trustee may evidence his or her consent with any manual, facsimile, conformed or electronic signature, including an email communication from the Trustee to the Corporation from an email address provided by the Trustee to the Corporation.

**Section 3.13 Participation by Conference Call.** The members of the Board may participate in a meeting of the Board by means of conference telephone or similar communications equipment (including, without limitation, video conferencing equipment) affording all persons participating in the meeting the ability to hear one another, and such participation in the meeting by means of such equipment shall constitute presence in person at such meeting.

**Section 3.14 Quorum and Voting.** A majority of the number of Trustees in office at the time shall constitute a quorum for the transaction of business at all meetings of the Board, provided that if less than a majority of the Trustees is present at said meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice. The act of a majority of the Trustees present at a meeting at which a quorum is present at the time of the act shall be the act of the Board, unless the act of a greater number is required by these Bylaws, by the Certificate of Incorporation or by law. Notwithstanding the foregoing, in the event that any Trustee has a conflict of interest with respect to any transaction to be undertaken by the Corporation, such transaction shall require the approval of the Board or the Member consistent with Article VII.

#### ARTICLE IV. OFFICERS

**Section 4.1 Officers.** The officers of the Corporation shall consist of a Chair, a President, a Secretary, a Treasurer and such other officers, including Vice Chairs, as may be appointed from time to time consistent with Section 4.6. The Chair and any Vice Chair shall be members of the Board.

**Section 4.2 Election and Term of Office.** The President shall be appointed in accordance with Section 4.3(a) of this Article IV. The Chair, any Vice Chairs, the Secretary and the Treasurer shall be nominated by the Nominating and Governance Committee and elected annually by the Board for a term of one year and until their successors are duly elected and qualified. The Board may create and fill such other offices as it deems necessary consistent with Section 4.6.

**Section 4.3 Powers.** The officers shall have the powers and perform the duties commonly incident to their respective offices, including the powers and duties listed below.

(a) **President.** The President of the Corporation shall be appointed by the Member, following consultation with the Board. The appointed President shall serve at the pleasure of the Member.

The President shall be a person who in the judgment of the Member has the combination of education, experience, professional standards and demonstrated leadership ability to fulfill successfully the responsibilities of the position and to command the confidence and respect of the Board, employees and the community.

The President shall be delegated the responsibility for overall management of the Corporation and shall have all authority necessary to carry out this responsibility, subject only to such policies as may be adopted by the Board. The President shall act as the duly authorized representative of the Board in all matters in which the Board has not formally delegated some other person to so act. The duties, responsibilities and authority of the President shall be defined in a written statement adopted by the Member in consultation with the Board.

The President shall be a voting member of all standing committees except as otherwise specified in these Bylaws.

(b) **Chair.** The Chair of the Board shall preside at meetings of the Board. The Chair shall perform such other duties as the Board may from time to time prescribe.

(c) **Vice Chair.** The Board may designate one or more Vice Chairs, who shall exercise the powers and duties of the Chair during absence or disability. The Vice Chair(s), if any, shall perform such other duties as the Board or the Chair may from time to time prescribe.

(d) **Secretary.** The Secretary shall have the custody of the records of the Corporation pertaining to the Secretary's office, shall keep minutes of the meetings of the Board, and shall cause notice of such meetings to be given as required by law or these Bylaws. The Secretary shall perform such other duties as the Board or the Chair may from time to time prescribe.

(e) **Treasurer.** The Treasurer of the Corporation shall be responsible for the safekeeping of all funds and securities of the Corporation, shall see that proper records showing all financial transactions of the Corporation are maintained, and shall present financial reports to the Board.

#### Section 4.4 **Resignation and Removal.**

(a) An officer of the Corporation may resign at any time by giving written notice of such resignation to the Secretary. Such resignation shall be effective at the time specified in the notice, or if no time is specified, upon receipt by the Secretary. The acceptance of such resignation shall not be necessary to make it effective.

(b) The Board may remove from office any officer with or without cause; provided, however, that the President may be removed from office by the Member following consultation with the Board. Removal of an officer shall be without prejudice to the officer's contract rights, if any.

**Section 4.5 Vacancies.** In the case of the death, resignation or removal of any officer, except the President, the vacancy may be filled by the Board for the unexpired term. A vacancy in the office of President shall be filled in accordance with Section 4.3(a).

**Section 4.6 Other Officers.** The Corporation may have such other officer or officers, including assistant officers, as the Board may from time to time determine. Any such officer or assistant officer shall be appointed or elected in the manner and for the term determined by the Board, and the officer shall have the duties assigned by the Board.

## ARTICLE V. COMMITTEES

**Section 5.1 Classification.** There shall be such standing committees as may be provided for, from time to time, in this Article V and such other committees as shall be established by Board resolution from time to time. Standing committees shall have the powers and duties set forth in this Article V and in a charter approved by the Board. Other committees shall have the powers and duties set forth in the resolution establishing them and in a charter approved by the Board. Each committee shall periodically review its charter and revise it as necessary; provided, however, that no amendment shall become effective until approved by the Board.

**Section 5.2 Appointment of Committee Members.** Except as otherwise provided in these Bylaws, members and chairs of all standing committees shall be appointed by the Board on nomination of the Nominating and Governance Committee. All such committee members and chairs shall serve at the pleasure of the Board until the next annual meeting of the Board and until their successors shall be chosen. All committees shall have the power to choose their own secretaries. Unless otherwise provided, individuals who are not Trustees may be appointed to committees and each such person so appointed shall have a vote and be included for purposes of determining a quorum; provided, however, that if a committee is authorized to act on behalf of the Board, any such action must be approved by a majority of the committee members who are Trustees.

### **Section 5.3 Committee Governance.**

(a) **Quorum and Voting.** A majority of the committee members shall constitute a quorum at committee meetings except as otherwise provided in these Bylaws. The act of a majority of the committee members present at a meeting at which a quorum is present at the time of the act shall be the act of such committee, unless the act of a greater number is required by these Bylaws, by resolution of the Board or by law.

(b) Meetings. Except as otherwise provided in these Bylaws or by resolution of the Board, each committee shall establish its own rules and procedures and shall fix the time and place of its meetings. Each committee shall keep minutes of its meetings which shall be made available to the Board upon request.

**Section 5.4 Standing Committees.**

(a) Executive Committee. The Executive Committee shall consist of the Chair, who shall act as chair of the committee, the President, the Treasurer, and any other member of the Board that the Board may choose to appoint. The Executive Committee shall possess and may exercise in the intervals between meetings of the Board all such powers of the Board, except as may otherwise be provided by law, these Bylaws or resolution of the Board.

(b) Nominating and Governance Committee. The Nominating and Governance Committee shall consist of Trustees elected by the Board. The Nominating and Governance Committee shall, after consultation with the President and other Trustees, nominate candidates to be voted upon in electing officers and members of the Board and nominate for appointment by the Board the chairs and members of all standing committees. The Nominating and Governance Committee shall also review Board governance matters and recommend enhancements to strengthen the Board and ensure the comprehensiveness and efficiency of its governance process.

(c) Finance Committee. The Finance Committee shall have such duties as are established by the Member and set forth in the Finance Committee charter. These duties shall include, but not be limited to, approval of local operating and capital budgets and examination and monitoring of other operating and capital budgets involving the Corporation.

**Section 5.6 Other Committees.** The Board may establish and appoint from among the Trustees or others, such other committees with such powers and authority as the Board shall designate, except that no such committee may exercise the authority of the Board.

**Section 5.7 Powers of Committees.** No committee established by the Board shall have power to fill vacancies on the Board or on any of its committees, to amend the Certificate of Incorporation of the Corporation or these Bylaws, to approve a plan of merger, to approve a sale, lease, exchange or other disposition of all, or substantially all, of the property of the Corporation other than in the usual and regular course of affairs of the Corporation, to approve a proposal to dissolve, or to authorize any other action inconsistent with the Certificate of Incorporation or these Bylaws.

## ARTICLE VI. INDEMNIFICATION

The Corporation shall indemnify and defend the Corporation's Member, Trustees, officers and employees as set forth in the Certificate of Incorporation.

## ARTICLE VII. CONFLICTS OF INTEREST

The Trustees and officers of the Corporation shall comply with any Conflicts of Interest policy adopted by the Corporation, as any such policy may be amended from time to time, and with the provisions of the Nonstock Act related to disclosure and approval of "Director's conflicting interest transactions" (as such term is defined in the Nonstock Act). Consistent with the requirements of the Nonstock Act, any "Director's conflicting interest transaction" shall, when possible, be approved and authorized by either (i) the Member or (i) a majority of the disinterested Trustees voting on the transaction at a meeting at which a majority (but no fewer than two (2)) of all disinterested Trustees on the Board shall constitute a quorum, in each case following any required disclosure of the facts of the conflicting interest transaction.

## ARTICLE VIII. MISCELLANEOUS PROVISIONS

**Section 8.1 Fiscal Year.** The fiscal year of the Corporation shall begin on the first day of October and end on the last day of September in each year unless the Board of Trustees shall otherwise determine.

**Section 8.2 Execution of Deeds and Contracts.** Except as otherwise directed by the Board, all deeds and mortgages made by the Corporation and all other written contracts, agreements and undertakings to which the Corporation shall be a party shall be executed in its name by the President or such other officers or officers as may be specified by the Board or authorized by the President.

**Section 8.3 Execution of Negotiable Instruments.** All checks, drafts, notes, bonds, bills of exchange and orders for the payment of money shall be signed by the President or such officer or officers of the Corporation as the Board may specify from time to time.

## ARTICLE IX. AMENDMENTS

Subject to approval by the Member, these Bylaws may be amended, altered, or repealed at any meeting of the Board by a majority vote of the Trustees present and voting, a quorum being present. The general nature and purpose of such proposed amendment(s) shall be set forth in the notice of the meeting, and the actual language of the proposed amendments need not be included in the notice. No amendment, alteration or repeal shall take effect until it shall have been approved by the Member.

## EXHIBIT A

### Actions Requiring Approval of the Member

Notwithstanding anything in these Bylaws to the contrary, neither the Board nor any officer or employee of the Corporation may take any of the following actions, or approve an Affiliate taking any of the following actions, without the prior approval of the Member:

- A. Merger, consolidation, reorganization or dissolution of this Corporation or any Affiliate and the creation or acquisition of an interest in any corporate entity, including joint ventures;
- B. Amendment or restatement of the Mission, Certificate of Incorporation or the Bylaws of this Corporation or any Affiliate, or any new or revised "doing business as" name;
- C. Adoption of operating and cash flow budgets of the Corporation or any Affiliate, including consolidated or combined budgets of this Corporation and all subsidiary organizations of the Corporation (pursuant to the authority delegated to this Corporation by the Member to adopt such budgets within parameters established by the Member);
- D. Adoption of capital budgets and capital allocations of this Corporation or any Affiliate (pursuant to the authority delegated to this Corporation by the Member to adopt such budgets within parameters established by the Member);
- E. Incurring aggregate operating or capital expenditures on an annual basis that exceed operating or capital budgets of the Corporation adopted by the Member by a specified dollar amount to be determined from time to time by the Member;
- F. Long-term or material agreements including, but not limited to, equity financings, capitalized leases, operating leases and installment contracts; and purchase, sale, lease, disposition, hypothecation, exchange, gift, pledge or encumbrance of any asset, real or personal, with a fair market value in excess of a dollar amount to be determined from time to time by the Member, which shall not be less than 10% of the total annual capital budget of this Corporation;
- G. Approval of any new relationships or agreements for undergraduate or graduate medical education programs or any material amendments to or terminations of existing agreements for undergraduate or graduate medical education programs;

- H. Contracting with an unrelated third party for all or substantially all of the management of the assets or operations of this Corporation or any Affiliate;
- I. Approval of major new programs and clinical services of this Corporation or any Affiliate or discontinuation or consolidation of any such program. The Member shall from time to time define the term "major" in this context;
- J. Approval of strategic plans of this Corporation or any Affiliate;
- K. Adoption of safety and quality assurance policies not in conformity with policies established by the Member; and
- L. Adoption of any polices relating to compensation of employed physicians or the taking of any other action to establish or adjust compensation of employed physicians. For purposes hereof, compensation shall include salary, fringe benefits and deferred compensation.

#### Other Major Activities

- A. In addition, the Member shall have the authority, except as otherwise provided by the Member and after consultation with this Corporation, to require the prior review and approval of those activities of this Corporation or any subsidiary or affiliate entity that the Member determines to be "major activities."
- B. "Major activities" shall be those which the Member by a vote of not less than two-thirds (2/3) of its Board of Trustees has declared major, by written notice to this Corporation, delivered personally or transmitted by registered or certified mail return receipt requested. Such notice shall specifically identify the matter or matters requiring approval of the Member, and shall refer to this Bylaw provision granting such approval rights to the Member. Notices received pursuant to this section shall be recorded in the minutes of this Corporation and shall be filed with the minutes of this Corporation.

Nothing in these Bylaws shall be construed in a manner that is inconsistent with the authorities with respect to the Corporation that are reserved or retained by the Member pursuant to these Bylaws and the Bylaws of the Member.



## EXHIBIT B

### Actions Direct Authority Retained by the Member

Notwithstanding anything in these Bylaws to the contrary, the Member retains authority to take the following actions on behalf of and in the name of this Corporation, directly and without the approval of the Board of this Corporation:

- A. Adoption of targets for the annual operating and cash flow budgets of this Corporation and its Affiliates, including consolidated or combined budgets of this Corporation and all subsidiary organizations of the Corporation;
- B. Adoption of targets for the annual capital budgets and capital allocations of this Corporation and any Affiliate;
- C. Adoption of annual operating, cash flow and annual capital budgets for the Corporation and any Affiliate within the targets established by the Member in the event of any failure of the Corporation to do so;
- D. Issuance and incurrence of indebtedness on behalf of this Corporation;
- E. Management and control of the liquid assets of this Corporation, including the authority to cause such assets to be funded to the Member or as otherwise directed by the Member;
- F. Appointment of the independent auditor for this Corporation and each Affiliate and the management of the audit process and compliance process and procedures for this Corporation and each Affiliate; and
- G. Appointment of the President consistent with Section 4.3(a).

**Exhibit 2.1.4(D)**

**Amended and Restated Bylaws of LMMG**

**AMENDED AND RESTATED BYLAWS**  
**OF**  
**L+M PHYSICIAN ASSOCIATION, INC.**

ARTICLE I

Name

Section 1.01 Name of Corporation. The name of this Corporation is **L+M Physician Association, Inc.**, and it shall be referred to throughout these Bylaws as the "Corporation."

ARTICLE II

Role and Purpose of the Corporation; Sole Member

Section 2.01 Role and Purpose of the Corporation. The Corporation is organized and shall be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the "**Code**"), which purposes are set forth in the Corporation's Certificate of Incorporation, as the same may be amended from time to time. The Corporation's primary role and purpose is to practice medicine and provide health care services to the public as a medical foundation, pursuant to Chapter 594b of the Connecticut General Statutes, within the health care delivery system (the "**System**") administered by Yale New Haven Health Services Corporation ("**YNHHSC**" or the "**System Parent**").

Section 2.02 Sole Member; Lawrence + Memorial Corporation. The Corporation shall have but one (1) member, Lawrence + Memorial Corporation (the "**Member**"), which shall appoint the Board of Trustees of the Corporation (also referred to in these Bylaws as the "**Board**" or "**Board of Trustees**"), adopt, amend and repeal these Bylaws, and have all of the other rights, powers and privileges usually or by law accorded to the members of a nonstock federally tax-exempt corporation and not conferred by these Bylaws on the Board of Trustees of the Corporation. In addition to such other rights, powers and privileges as it may have by law, and subject to the System Parent's rights, powers and privileges set forth in these Bylaws, the Member shall have the right and power to:

- (a) Approve the philosophy, mission and values of the Corporation and any change thereto;
- (b) Adopt strategic plans for the Corporation;
- (c) Recommend to the System Parent targets for the annual operating and cash flow budgets of the Corporation and targets for the annual capital budgets and budget allocations of the Corporation;

(d) Approve the Corporation's annual operating and cash flow budgets, capital budgets, capital allocations, major clinical and/or financial initiatives, and financial plans (including capital and operating budgets);

(e) Approve the formation or acquisition by the Corporation of any new direct or indirect subsidiaries, joint ventures or affiliations;

(f) Approve the Certificate of Incorporation, Bylaws and other governance documents of the Corporation, and any amendments thereto or restatements thereof;

(g) Approve all core competencies and qualifications required for selection of the Corporation's Trustees;

(h) In consultation with and upon recommendation of the Board, appoint all Trustees of the Corporation, and remove, with or without cause, all Trustees or board officers of the Corporation;

(i) In consultation with and upon recommendation of the Board, appoint and remove, determine the compensation for, and conduct the evaluation of, the Executive Director of the Corporation;

(j) Recommend to the System Parent the selection of any auditor of the annual audited financial statements for the Corporation;

(k) Recommend to the System Parent any accounting or debt management programs, establish any debt limits under such programs, approve any variances from such programs or limits for the Corporation, and incur or assume any debt on behalf of the Corporation;

(l) Recommend to the System Parent the incurrence of debt or financing by the Corporation, other than credit purchases of goods or services in the ordinary course of business, except as included in approved capital or operating budgets;

(m) Oversee the Corporation's use, management and investment of its permanent and temporarily restricted endowment funds;

(n) Approve any voluntary change to the federal income tax exemption granted by the IRS to the Corporation under Section 501(c)(3) of the Code;

(o) Initiate or consent to any form of insolvency proceeding undertaken by the Corporation or any direct or indirect subsidiary of the Corporation;

(p) Approve all projects, agreements or transactions undertaken by the Corporation involving the expenditure of funds or divestiture of assets in excess of \$250,000 and not otherwise included in an approved budget;

(q) Approve the services offered by the Corporation, new service lines or termination of existing service lines not otherwise included in an approved budget or a strategic or financial plan;

(r) Approve any sale, lease, transfer, or substantial change in the use of all or substantially all of the assets of the Corporation or any direct or indirect subsidiary of the Corporation;

(s) Approve any merger, consolidation, restructuring, change in corporate ownership, dissolution, or liquidation of the Corporation or any direct or indirect subsidiary or the Corporation;

(t) Approve the acquisition of any real estate or any significant lease arrangement by the Corporation, except as otherwise included in a strategic or financial plan or approved budget;

(u) Approve any management contract or outsourcing arrangement for the Corporation which would substantially impact or alter its operations, or any settlement agreement or consent decree with any local, state or government authorities; and

(v) Approve any change in the primary business name or logo of the Corporation.

Section 2.03 Manner of Action by Member. Any action permitted or required of the Member by law, the Certificate of Incorporation or these Bylaws may be taken by vote of its board of trustees, or by or through any person or persons designated by either its bylaws or its board of trustees to act on its behalf. Any such action may also be taken without a meeting by written communication of a duly authorized representative of the Member acting within the limits of his/her authority. Any such action by the Member or its duly authorized representative shall be filed with the Secretary of the Corporation. Whenever approval by the Member is required by law, the Certificate of Incorporation or these Bylaws, the Member shall attempt to act on a request for approval within the timeframe set forth in any schedule that may be developed from time to time, or if no such schedule exists, in a timely manner.

### ARTICLE III

#### System Authority

Section 3.01 System Parent. YNHHSC serves as the parent company of the Member and oversees the System and its affiliated entities, including the Corporation.

Section 3.02 Rights and Powers of the System Parent. (a) YNHHSC shall, as the parent company of the Corporation's Member, have the ultimate authority to approve any decisions made by the Member by virtue of its rights and powers under state law. Such ultimate authority granted to YNHHSC shall include the right and power to approve the following:

(i) Merger, consolidation, reorganization or dissolution of this Corporation and the creation or acquisition of an interest in any corporate entity, including joint ventures;

(ii) Amendment or restatement of the mission, Certificate of Incorporation or the Bylaws of this Corporation, or any new or revised “doing business as” name;

(iii) Adoption of operating and cash flow budgets of the Corporation, including consolidated or combined budgets of this Corporation and all subsidiary organizations of the Corporation within parameters established by the System Parent;

(iv) Adoption of capital budgets and capital allocations of this Corporation (pursuant to the authority delegated to this Corporation by the Member to adopt such budgets within parameters established by the System Parent);

(v) Incurring aggregate operating or capital expenditures on an annual basis that exceed operating or capital budgets of the Corporation adopted by the Member by a specified dollar amount to be determined from time to time by the System Parent;

(vi) Long-term or material agreements including, but not limited to, equity financings, capitalized leases, operating leases and installment contracts; and purchase, sale, lease, disposition, hypothecation, exchange, gift, pledge or encumbrance of any asset, real or personal, with a fair market value in excess of a dollar amount to be determined from time to time by the Member, which shall not be less than 10% of the total annual capital budget of this Corporation;

(vii) Approval of any new relationships or agreements for undergraduate or graduate medical education programs or any material amendments to or terminations of existing agreements for undergraduate or graduate medical education programs;

(viii) Contracting with an unrelated third party for all or substantially all of the management of the assets or operations of this Corporation;

(ix) Approval of major new programs and clinical services of this Corporation or discontinuation or consolidation of any such program. YNHHS shall from time to time define the term “major” in this context;

(xi) Approval of strategic plans of this Corporation;

(xii) Adoption of safety and quality assurance policies not in conformity with policies established by YNHHS;

(xiii) Adoption of any policies relating to compensation of employed physicians or the taking of any other action to establish or adjust compensation of employed physicians. For purposes hereof, compensation shall include salary, fringe benefits and deferred compensation;

(xiv) Appointment of the President of Corporation;

(xiv) Any major activities of the Corporation. "Major activities" shall be those which YNHHS, by a vote of not less than two-thirds (2/3) of its Board of Trustees, has declared major, by written notice to this Corporation, delivered personally or transmitted by registered or certified mail return receipt requested. Such notice shall specifically identify the matter or matters requiring approval of YNHHS, and shall refer to this Bylaw provision granting such approval rights to YNHHS. Notices received pursuant to this section shall be recorded in the minutes of this Corporation and shall be filed with the minutes of this Corporation. Nothing in these Bylaws shall be construed in a manner that is inconsistent with the authorities with respect to the Corporation that are reserved or retained by YNHHS pursuant to these Bylaws and the Bylaws of YNHHS.

(b) The System Parent retains authority to take the following actions on behalf of and in the name of this Corporation, directly and without the approval of the Member or Board of this Corporation:

(i) Adoption of targets for the annual operating and cash flow budgets of the Corporation, including consolidated or combined budgets of the Corporation and all subsidiary organizations of the Corporation;

(ii). Adoption of targets for the annual capital budgets and capital allocations of the Corporation;

(iii) Adoption of annual operating, cash flow and annual capital budgets for the Corporation within the targets established by YNHHS in the event of any failure of the Corporation to do so;

(iv) Issuance and incurrence of indebtedness on behalf of the Corporation;

(v) Management and control of the liquid assets of the Corporation, including the authority to cause such assets to be funded to YNHHS or as otherwise directed by YNHHS; and

(vi) Appointment of the independent auditor for the Corporation and the management of the audit process and compliance process and procedures for the Corporation.

#### ARTICLE IV

##### Board of Trustees

Section 4.01 Composition. The Board of Trustees shall consist of not fewer than five (5) nor more than eleven (11) Trustees, including *ex officio* Trustees, such number within the variable range to be determined by the Member at its annual meeting. The Member's President and Chief Executive Officer and the Corporation's Executive Director shall serve *ex officio* on

the Board and shall each have a vote and be counted for quorum purposes. The Member's Governance Committee shall ensure that: (i) in the event that there are employees of the Member serving as Trustees on the Board at any time who are not physicians, there shall be at least an equal number of physicians serving as Trustees on the Board.

Section 4.02 Election and Terms. Except individuals serving *ex officio* on the Board or as provided otherwise in this Article III, Trustees shall serve a term of three (3) years, or until their resignation, removal or death. Trustees shall be divided into three (3) classes of approximately equal size with approximately equal representation from each Director category. One class of Trustees shall be elected by the Member at each annual meeting from a slate of nominees prepared by the Member's Governance Committee, subject to approval by the System Parent; provided however that in the event the System Parent does not approve any such nominee Director, the Member shall elect a different Director for approval by the System Parent; and provided further that in the event any such successor nominee Director is not approved by the System Parent within thirty (30) days following the System Parent's annual meeting, the System Parent may direct the Member to elect the System Parent's nominee.

Section 4.03 Resignation. A Director may resign at any time by delivering written notice to the Secretary of the Corporation. The resignation shall be effective when the notice is delivered, unless the notice specifies a later effective date.

Section 4.04 Removal. A Director may be removed by the Member at any time, with or without cause. The Member shall remove a Director at the direction of the System Parent.

Section 4.05 Vacancies. A vacancy of a Director shall be filled for the balance of the vacated term by the Member, with the approval of the System Parent.

Section 4.06 Duties and Responsibilities. Subject to the rights, powers and privileges accorded to the Member and System Parent in the Certificate of Incorporation, these Bylaws, or by law, the Board of Trustees shall manage and direct the business, property, and affairs of the Corporation. The Board shall exercise all of the powers of the Corporation in accordance with these Bylaws. Without limiting the foregoing and to the extent applicable to the Corporation's operations, the Board shall have the power to:

(a) Develop and recommend to the Member and System Parent the philosophy, mission and values of the Corporation and any changes thereto;

(b) Develop and recommend to the Member and the System Parent the Corporation's strategic plans;

(c) Develop and recommend to the Member and System Parent the Corporation's annual operating and financial targets, major clinical and/or financial initiatives, and financial plans (including capital and operating budgets);

(d) Annually assess the Corporation's performance against approved budgets, initiatives and strategic plans adopted by the Member and System Parent;



(e) Recommend to the Member and System Parent the sale, transfer or substantial change in use of all or substantially all of the assets, the divestiture, dissolution and/or disposition of assets, closure, merger, consolidation, change in corporate membership or ownership or corporate reorganization of the Corporation or any direct or indirect subsidiary of the Corporation;

(f) Recommend to the Member and System Parent the formation or acquisition by the Corporation of any new direct or indirect subsidiaries, joint ventures or affiliations;

(g) Recommend to the Member and System Parent the introduction or termination of any services to be offered by the Corporation not otherwise included in an approved budget or a strategic or financial plan;

(h) Approve any consent decree or settlements from state and federal authorities, following consultation with the Member;

(i) Recommend to the Member and System Parent changes to the Corporation's Certificate of Incorporation and Bylaws;

(j) Recommend to the Member and System Parent nominations for and removal of Trustees of the Corporation;

(k) Elect officers of the Board, and recommend to the Member the removal of any officer of the Board;

(l) Approve business transactions or material contracts, subject to the rights of the Member set forth in Section 2.02 and System Parent in Section 3.02, not otherwise included in an approved budget or a strategic or financial plan;

(m) Recommend to the System Parent any incurrence or assumption of debt by the Corporation in accordance with the guidelines for accounting and debt management programs established by the Member and System Parent;

(n) Periodically assess the Corporation's Quality Initiatives, including tracking and reporting on the Corporation's performance under quality measures, quality and patient safety programs and initiatives, patient satisfaction and cultural competence initiatives;

(o) Periodically assess the Corporation's policies and programs to assure corporate and regulatory compliance, including all required state and federal license and generally recommended accreditations and certifications;

(p) Periodically assess the Corporation's policies and programs relating to human relations and labor relations;

(q) Periodically assess the Corporation's Development Plans and its Planned Giving Plans;

(r) Periodically assess the Corporation's Community Relations Initiatives and Community Outreach Programs;

(s) Plan and implement policies and programs relating to the Corporation's use, management and investment of its permanent and temporarily restricted endowment funds, annual appeal funds, and net proceeds from special fundraising events; and

(t) Evaluate the Board's performance.

Section 4.07 Compensation. The Trustees shall serve without compensation for their services as Trustees but may be reimbursed by the Corporation for their reasonable expenses and disbursements in that capacity on behalf of the Corporation.

## ARTICLE V

### Meetings of the Board of Trustees

Section 5.01 Annual and Regular Meetings. The annual meeting of the Board shall be held in the month of December on a date to be fixed by the Chair from year to year, unless the Chair shall designate a different date for the annual meeting. The transaction of business at the annual meeting shall be unlimited except as otherwise specified in these Bylaws. There shall be up to twelve (12) regular meetings of the Board per fiscal year, with a schedule of such meetings to be adopted by resolution of the Board.

Section 5.02 Notice of Annual and Regular Meetings. The Secretary shall give notice of the date, time and place of the annual meeting and each regular meeting of the Board by mail, electronic mail, telecommunications, telephone, facsimile or in person to each member of the Board at least five (5) days in advance of the meeting, except that no notice need be given of a regular meeting held in accordance with a schedule approved by the Board.

Section 5.03 Special Meetings. Special meetings may be called at any time by the Chair, and shall be called by the Chair within seven (7) days of receipt of the written request of any three (3) Trustees. Notice of the date, time, place and purpose of a special meeting shall be given to each member by mail, electronic mail, telecommunications, telephone, facsimile or in person at least twenty-four (24) hours before the scheduled date of the meeting and no business shall be transacted at such meeting other than that specifically set forth in the notice.

Section 5.04 Quorum; Vote Required for Action. A majority of all Trustees shall constitute a quorum at all meetings of the Board. The affirmative vote of a majority of the Trustees present at a meeting at which time a vote is taken shall be the act of the Board, unless the vote of a greater number is required by the Certificate of Incorporation, these Bylaws, or by law. *Ex officio* Trustees shall be counted in determining a quorum and shall be entitled to vote.

Section 5.05 Action Without Meeting. If all members of the Board consent in writing to any action taken or to be taken, the action shall be the same as if authorized at a meeting of the

Board; all written consent(s) shall be included in the corporate minutes or filed with the corporate records.

Section 5.06 Participation by Conference Telephone. Any member of the Board may participate in a meeting by means of a conference telephone or similar communications equipment enabling all members of the Board participating in the meeting to hear one another, and such participation shall constitute presence in person at such meeting.

Section 5.07 Agenda and Records of Meetings. There shall be a written agenda for each meeting of the Board, and minutes of each meeting shall be prepared and submitted to the Board for approval by the Secretary or a delegate. Minutes shall reflect attendance at the meeting, and shall be dated, signed and maintained in the corporate records following approval.

## ARTICLE VI

### Officers

Section 6.01 Officers. The officers shall be the Chair, an Executive Director, a Secretary, a Treasurer and such other officers as may from time to time be designated by the Board. The Chair, Secretary and Treasurer shall be chosen from the members of the Board.

Section 6.02 Election. The officers, except for the Executive Director, shall be chosen by the Board at its annual meeting, and shall hold office until the next annual meeting.

Section 6.03 Vacancies. Any vacancy occurring in any office shall be filled promptly by the Board at any Board meeting.

Section 6.04 Removal. Any officer may be removed with or without cause by the Member at any meeting of the board of trustees of the Member, provided that the notice of the meeting specifically states that the purpose or one of the purposes of the meeting is removal of the officer.

Section 6.05 Duties. The duties of the officers shall be as follows:

(a) Chair. The Chair shall preside at all meetings of the Board, shall be an *ex officio* member of all committees, and shall perform other duties incident to the office or delegated by the Board or these Bylaws. In the event of the Chair's absence or disability, a Director who is the Chair's delegate or who is appointed by the Board shall perform the duties of the Chair.

(b) Executive Director. The Executive Director shall be the chief executive officer of the Corporation. The Member shall appoint the Executive Director, who shall serve until his or her death, resignation, disability or removal in accordance with these Bylaws. Subject to the powers expressly reserved to the Board or the Member, the Executive Director shall, in general, supervise and control all the business and affairs of the Corporation, and shall see that the objectives, policies and orders of the Board are properly executed. The Executive Director shall have the power to sign, acknowledge and deliver on behalf of the Corporation all deeds, agreements and other formal instruments. If no Chair has been appointed or in the absence of the Chair, the Executive Director shall preside at each meeting of the Board. In general, he or she

shall perform such other duties incident to the office of Executive Director and such other duties as may from time to time be assigned to the Executive Director by these Bylaws, by the Board, or by the Member.

(c) Secretary. The Secretary shall: maintain the minutes of the meetings of the Board in the corporate records; give or cause to be given all notices required by these Bylaws or by law; serve as custodian of the Corporation's records; make such records available to the Board upon its request; and perform all other duties incident to the office or delegated by the Board or these Bylaws.

(d) Treasurer. The Treasurer shall: supervise the receipt and custody of the Corporation's funds and investments; render a full account and statement of the condition of the Corporation's finances at each annual meeting and at such other times as requested by the Board; and perform other duties incident to the office or as may be delegated by the Board or these Bylaws.

## ARTICLE VII

### Committees

Section 7.01 Committees. The Board may create such ad hoc committees from time to time as the Board may deem necessary to carry out special fund raising events or other initiatives of the Board. Committees may not exercise the authority of the Board, and any acts taken by them shall be solely advisory in nature. The members and chairs of each committee shall be appointed by the Board, and each such committee shall consist of at least one (1) Director and two (2) other individuals who may or may not be Trustees. Each committee established by the Board shall be chaired by a Director of the Board. Committee members shall serve at the pleasure of the Board and until their successors are elected.

Section 7.02 Committee Procedures; Action by Committee. Each committee may fix rules of procedure for its business. A majority of the members of a committee shall constitute a quorum for the transaction of business and the act of a majority of those present at a meeting at which a quorum is present shall be the act of the committee. Any action required or permitted to be taken at a meeting of a committee may be taken without a meeting, if a unanimous written consent which sets forth the action is signed by each member of the committee and filed with the minutes of the committee. The members of a committee may conduct any meeting thereof by conference telephone in accordance with the provisions of Section 4.06.

Section 7.03 "Medical Review Committees." Any committee or subcommittee referred to in or otherwise established in accordance with the provisions of these Bylaws, as well as the Board itself, when engaged in any peer review activity, is intended to be a "medical review committee" within the meaning of that term as set forth in Chapter 368a of the Connecticut General Statutes, as amended from time to time.

## ARTICLE VIII

### Conflict of Interest; Confidentiality

Section 8.01 “Conflict of Interest” Defined; Conflict of Interest and Confidentiality Policies. The Board expects its members to exercise good judgment and follow high ethical standards. Individuals serving the Corporation should never permit private interests to conflict in any way with their obligations to the Corporation and to any entities affiliated with the Corporation. In addition, all members of the Board must honor the confidential nature of Corporation information and strive to maintain its confidentiality. To this end, from time to time the Board shall adopt a Conflict of Interest Policy and a Confidentiality Policy; such policies shall be deemed by this reference to be a part of these Bylaws. These policies shall be consistent with requirements of state law and the law of tax-exempt organizations, and shall address, among other things: the definition of “confidential materials” and “related persons”; disclosure by Board members; the purchase of goods and services; compensation decisions; and procedures to implement and enforce these policies.

## ARTICLE IX

### Miscellaneous

Section 9.01 Principal Office. The principal office of the Corporation shall be located in New London, Connecticut.

Section 9.02 Waivers of Notice. Whenever any notice of time, place, purpose or any other matter, including any special notice or form of notice, is required or permitted to be given to any person by law or under the provisions of the Certificate of Incorporation or these Bylaws, or of a resolution of the Member or the Board of Trustees, a written waiver of notice signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. The Secretary of the Corporation shall cause any such waiver to be filed with or entered upon the records of the Corporation or, in the case of a waiver of notice of a meeting, the records of the meeting. The attendance of any person at or participation in a meeting waives any required notice to that person of the meeting unless at the beginning of the meeting, or promptly upon the person’s arrival, the person objects to the holding of the meeting or the transacting of business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

## ARTICLE X

### Amendments

Section 10.01 Amendments. Except as otherwise provided by the Certificate of Incorporation, or by law, the Member and the System Parent may adopt, amend or repeal these Bylaws.

**Adopted by the Board of Trustees of  
Lawrence + Memorial Corporation on August 29, 2016**

**Exhibit 2.1.4(E)**

**Amended and Restated Certificate of Incorporation of LMMG**

**AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION**

**L&M PHYSICIAN ASSOCIATION, INC.**

L&M PHYSICIAN ASSOCIATION, INC. hereby amends and restates its Certificate of Incorporation so that the same shall read in its entirety as follows:

1. Name. The name of the Corporation is L&M PHYSICIAN ASSOCIATION, INC. (the “Corporation”).

2. Purposes. The nature of the activities to be conducted and the purposes to be promoted or carried out by the Corporation shall be exclusively charitable, scientific and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and shall include the following:

(a) to operate and maintain one or more offices or facilities for the study, diagnosis and treatment of human ailments and injuries by licensed persons;

(b) to render medical and surgical treatment, consultation or advice by duly licensed employees or agents of the Corporation to patients without regard to race, color, creed, sex, age or ability to pay for such care and services;

(c) to promote, enhance, improve, and develop medical, surgical and scientific research at providers affiliated with Yale-New Haven Health Services Corporation, including, for so long as such providers are affiliated with the Yale New Haven Health System (the “System”) administered by Yale-New Haven Health Services Corporation (“YNHHSC”), which System shall include Lawrence + Memorial Corporation, Lawrence + Memorial Hospital, Westerly Hospital, Bridgeport Hospital, Greenwich Hospital, Yale-New Haven Hospital, and such other providers that may affiliate with the System in the future (the “Affiliated Delivery Networks”) and throughout the communities they serve;

(d) to promote, enhance, improve and augment the quality of medical and clinical education and patient care at the Affiliated Delivery Networks and at any other sites determined by the Corporation;

(e) to promote and enhance a high quality of medical care and other human services for the benefit of all persons in the communities it serves;

(f) to augment the planning process for the promotion of the general well-being and human health needs of the communities it serves;

(g) to solicit, accept, hold, invest, reinvest, and administer any contributions, grants, donations, gifts, bequests, devises, benefits of trusts (but not to act as trustee of any trust), and property of any sort, without limitation as to amount or value, and to use, disperse or donate the income or principal thereof for exclusively charitable and educational purposes in such



manner as, in the judgment of the Board of Trustees and the Member of the Corporation, will best promote the purposes of the Corporation;

(h) to contract for, purchase, receive, own, manage, operate or lease property, real, personal and mixed, wheresoever situated, as may be necessary to promote and further the purposes and objectives of the Corporation; and

(i) to engage in any lawful act or activity for which a medical foundation may be organized under Chapter 594b of the Connecticut General Statutes or for which a nonstock corporation may be organized under Chapter 602 of the Connecticut General Statutes, the Connecticut Revised Nonstock Corporation Act (the "Act").

In furtherance of the purposes set forth herein, the Corporation shall (i) participate as an integral part of the System, which System provides, through the Corporation and its affiliates, comprehensive, cost effective, advanced patient care characterized by safety and clinical and service quality; and (ii) fund and promote activities and programs of the System, including activities and programs of its affiliates, consistent with and in furtherance of the Corporation's charitable purposes and the charitable purposes of all System affiliates.

3. Nonprofit. The Corporation is nonprofit and shall not have or issue shares of stock or make distributions.

4. Member. The Corporation shall have one member, Lawrence + Memorial Corporation (the "Member"). The Member is an affiliate of a "Health System," as defined in Section 33-182aa of the Connecticut General Statutes, overseen by the Member's parent company, Yale New Haven Health Services Corporation (sometimes referred to as the "System Parent"). The Member shall have the rights, powers and privileges provided in the Corporation's Bylaws and by Connecticut law, including certain expressly reserved powers and retained rights described in the Corporation's Bylaws (the "Bylaws"). The Bylaws may provide that certain rights, powers and privileges of the Member shall be reserved exclusively to, or may be subject to the prior approval of, the System Parent.

5. Board of Trustees. Subject to the rights, powers and privileges of the Member or the System Parent, the Corporation shall operate under the management of its Board of Trustees. The Bylaws may provide that certain persons occupying certain positions within or without the Corporation shall be ex-officio trustees, who may be counted in determining a quorum and may have the right to vote as may be provided in the Bylaws. As may be further provided in the Bylaws, the terms of elected trustees may be staggered by dividing the elected trustees into up to three groups so that approximately an equal number of such trustees have terms that expire each year. Trustees may be removed by the Member or at the direction of the System Parent as provided in the Bylaws.

6. Restrictions. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, the Corporation's trustees, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section 2 hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of "statements") any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this Certificate of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

7. Dissolution. Upon the dissolution or termination of the existence of the Corporation, all of its property and assets, after payment of the lawful debts of the Corporation and the expenses of its dissolution or termination, shall be delivered, conveyed and paid over (subject to any restrictions imposed by any applicable will, deed, grant, conveyance, agreement, memorandum, writing or other governing document) to YNHHS, or, if at the time of the dissolution or termination of the existence of the Corporation, YNHHS is not in existence or does not qualify as exempt under Section 501(c)(3) of the Code, to any organization (or organizations) that qualifies as an organization exempt under Section 501(c)(3) of the Code, in such proportions and for such exclusively charitable, scientific or educational purposes as the Board of Trustees may determine.

8. Limitation of Liability of Trustees. In addition to and not in derogation of any other rights conferred by law, a trustee shall not be personally liable for monetary damages for breach of duty as a trustee in an amount greater than the amount of compensation received by the trustee for serving the Corporation during the year of the violation, provided that such breach did not (a) involve a knowing and culpable violation of law by the trustee, (b) enable the trustee or an associate, as defined in Section 33-840 of the Connecticut General Statutes, to receive an improper personal economic gain, (c) show a lack of good faith and a conscious disregard for the duty of the trustee to the Corporation under circumstances in which the trustee was aware that his or her conduct or omission created an unjustifiable risk of serious injury to the Corporation, or (d) constitute a sustained and unexcused pattern of inattention that amounted to an abdication of the trustee's duty to the Corporation. Any lawful repeal or modification of this Section 8 or the adoption of any provision inconsistent herewith by the Board of Trustees or the Member of the Corporation shall not, with respect to a person who is or was a trustee, adversely affect any limitation of liability, right or protection of such person existing at or prior to the effective date of such repeal, modification or adoption of a provision inconsistent herewith. The limitation of liability of any person who is or was a trustee provided for in this Section 8 shall not be exclusive of any other limitation or elimination of liability contained in, or which may be provided to any person under, Connecticut law.

9. Indemnification. The Corporation shall provide its trustees with the full amount of indemnification that the Corporation is permitted to provide pursuant to the Act. In furtherance of the foregoing, the Corporation shall indemnify its trustees against liability as defined in Section 33-1116(4) of the Act to any person for any action taken, or any failure to take any action, as a trustee, except liability that (1) involved a knowing and culpable violation of law by the trustee, (2) enabled the trustee or an associate to receive an improper personal economic gain, (3) showed a lack of good faith and a conscious disregard for the duty of the trustee to the Corporation under circumstances in which the trustee was aware that his or her conduct or omission created an unjustifiable risk of serious injury to the Corporation, or (4) constituted a sustained and unexcused pattern of inattention that amounted to an abdication of the trustee's duty to the Corporation.

The Corporation may indemnify and advance expenses to each officer, employee or agent of the Corporation who is not a trustee, or who is a trustee but is made a party to a proceeding in his or her capacity solely as an officer, employee or agent, to the same extent as the Corporation is permitted to provide the same to a trustee, and may indemnify and advance expenses to such persons to the extent permitted by Section 33-1122 of the Act.

Notwithstanding any provision hereof to the contrary, the Corporation shall not indemnify any trustee, officer, employee or agent against any penalty excise taxes assessed against such person under Section 4958 of the Code.

10. Amendment of Certificate of Incorporation and Bylaws. This Certificate of Incorporation and the Bylaws of the Corporation may be amended or repealed, and new Bylaws may be adopted, only with the approval of the Member and the System Parent.

11. References. References in this Certificate of Incorporation to a Section of the Code shall be construed to refer both to such Section and to the regulations promulgated thereunder, as they now exist or may hereafter be amended. References in this Certificate of Incorporation to a provision of the Connecticut General Statutes or any provision of Connecticut law set forth in such Statutes is to such provision of the General Statutes of Connecticut or the corresponding provision(s) of any subsequent Connecticut law. Reference in this Certificate of Incorporation to a provision of the Act is to such provision of the Connecticut Revised Nonstock Corporation Act, as amended, or the corresponding provisions(s) of any subsequent Connecticut law.

## Schedule 6.5

### YNHHSC Third Party Approvals

1. The Federal Trade Commission must be given notice of the appointment of YNHHSC as the sole member of L+M through the premerger notification program under the HSR Act, and the transaction may not close until the HSR-required waiting period has passed.

2. **Certificate of Need approval from OHCA for the appointment of YNHHSC as the sole corporate member of L+M pursuant to the YNHHSC-L+M Affiliation Agreement, as amended by this First Amendment will require Certificate of Need approval from OHCA.**

3. The merger of LMMG with and into NEMG will require notice to OHCA of LMMG Board approval of the merger and Certificate of Need approval from OHCA, and **at least** thirty (30) days prior to consummating the merger and closing the aforementioned transaction, notice must be filed with the Connecticut Attorney General.

4. The appointment of YNHHSC as the ultimate corporate parent of LMW must be approved by both RIDOH and the Rhode Island Attorney General through a Hospital Conversion Act application. The change in control effected by the appointment of YNHHSC as the ultimate parent of LMW must also be approved by the RIDOH Office of Health Systems Development through a Change in Effective Control application.

5. Notice of the Affiliation must be given to the Connecticut Attorney General at the same time that premerger notification under the HSR Act is given to the Federal Trade Commission.

~~6. A Transaction Test certificate is required to be delivered as a condition to the merger of LMMG with and into NEMG in satisfaction of the requirements of Section 408 of the YNHHSC Master Trust Indenture; Section 6.27 of that certain Reimbursement Agreement by and between YNHHSC and Bank of America, N.A., dated as of June 1, 2014; and each of the three International Swap Dealers Association, Inc. Master Agreements, each dated as of June 23, 2014, by and between YNHHSC and the following counterparties respectively: (i) Barclays Bank PLC; (ii) JPMorgan Chase Bank, N.A. ("JPMC"); and (iii) Goldman Sachs Bank USA.~~

~~7. The written consent of Wells Fargo Bank, National Association ("Wells Fargo") is required to be obtained as a condition of the merger of LMMG with and into NEMG, pursuant to Section 7.6(b) of that certain Amended and Restated Letter of Credit and Reimbursement Agreement by and among Wells Fargo, Yale New Haven Hospital, Inc. and YNHHSC, dated as of June 23, 2014.~~

~~8. The written consent of JPMC is required to be obtained as a condition of the merger of LMMG with and into NEMG, pursuant to Section 15(d) of that certain Letter of Credit and Reimbursement Agreement by and between YNHHSC and JPMC, dated as of June 1, 2014.~~

96. The 1999 Affiliation Agreement between Yale University and YNHHSC, as amended (the "1999 Affiliation Agreement") requires that if a health care provider becomes a member of

Yale New Haven Health System, YNHHSC must promptly notify the Yale School of Medicine (“YSM”) and, if such new system member has medical education affiliation agreements with medical schools other than YSM, YNHHSC must give notice of the expiration date and material program terms of such medical education affiliation agreements.

## Schedule 7.5

### L+M Third Party Approvals

1. The Federal Trade Commission must be given notice of the appointment of YNHHS as the sole member of L+M through the premerger notification program under the HSR Act, and the transaction may not close until the HSR-required waiting period has passed.

2. **Certificate of Need approval from OHCA for the appointment of YNHHS as the sole corporate member of L+M pursuant to the YNHHS-L+M Affiliation Agreement, as amended by this First Amendment will require Certificate of Need approval from OHCA.**

3. The merger of LMMG with and into NEMG will require notice to OHCA of LMMG Board approval of the merger and Certificate of Need approval from OHCA, and **at least** thirty (30) days prior to consummating the merger and closing the aforementioned transaction, notice must be filed with the Connecticut Attorney General.

4. The appointment of YNHHS as the ultimate corporate parent of LMW must be approved by both RIDOH and the Rhode Island Attorney General through a Hospital Conversion Act application. The change in control effected by the appointment of YNHHS as the ultimate parent of LMW must also be approved by the RIDOH Office of Health Systems Development through a Change in Effective Control application.

5. Notice of the Affiliation must be given to the Connecticut Attorney General at the same time that premerger notification under the HSR Act is given to the Federal Trade Commission.

6. ~~(7)~~ Consent of Bank of America, N.A. to the consummation of the transactions contemplated by the Affiliation Agreement under Section 7(p), and confirmation of Bank of America, N.A. that the transactions contemplated by the Affiliation Agreement will not contravene Section 7(g), of that certain Continuing Covenants Agreement, dated as of October 13, 2013, by and among L+M and LMH on the one hand and Bank of America, N.A. on the other hand.

~~6~~7. Consent of the Connecticut Health and Education Facilities Authority to the consummation of the transactions contemplated by the Affiliation Agreement under Section 6.11 of the Master Trust Indenture, dated as of February 1, 1990, by and among L+M and LMH on the one hand and the Master Trustee named therein on the other hand, as the same has been amended or supplemented from time to time in accordance with its terms.

~~7~~8. Notification to TD Bank, National Association pursuant to Section 5.30 of that certain Letter of Credit and Reimbursement Agreement, dated as of November 5, 2013, by and among L+M and LMH on the one hand and TD Bank, National Association, on the other hand.

<b>L+M Hospital Inpatient Bed Allocation</b>			
<i>As of 9/8/16</i>			
	<b>Licensed</b>	<b>Available</b>	
	<b>Beds</b>	<b>Beds</b>	
Med/Surg		142	
Critical Care (ICU/CCU)		20	
Psychiatric		18	
Rehabilitation		16	
Maternity		24	
NICU/Newborn Nursery		27	
<b>Total</b>	<b>308*</b>	<b>247</b>	

\*note: total includes 280 general hospital beds and 28 bassinets

# L+M Hospital Outpatient Services by Service, Location and Hours of Operation

As of 9/8/16

Service	Department	Location	Hours of Operation
Ambulatory Surgery	Surgery	52 Hazelnut Hill Road, Groton, CT	T, W, F 06:00 - 18:00
Ambulatory Surgery	Surgery	365 Montauk Avenue, New London, CT	M-F 07:00 - 17:30 M 09:00 - 17:30
Audiology	Rehabilitation	52 Hazelnut Hill Road, Groton, CT	T-Th 08:00 - 18:30 F 08:00 - 18:00
Audiology	Rehabilitation	40 Boston Post Road, Waterford, CT	M-Th 07:00 - 18:00 F 09:00 - 17:30
Automated Whole Breast Screening Ultrasound	Radiology	365 Montauk Avenue, New London, CT	M-F 08:00 - 16:30 Sa 07:30 - 11:00
Blood Draw	Laboratory	365 Montauk Avenue, New London, CT	M-F 06:30 - 18:00 Sa 07:00 - 12:00
Blood Draw	Laboratory	339 Flanders Road, East Lyme, CT	M-F 06:30 - 17:00 Sat 07:00 - 12:00
Blood Draw	Laboratory	52 Hazelnut Hill Road, Groton, CT	M-F 06:30 - 19:00 Sa 07:00 - 19:00
Blood Draw	Laboratory	194 Howard Street, New London, CT	Su 09:00 - 17:30
Bone Density	Radiology	52 Hazelnut Hill Road, Groton, CT	M-F 08:30 - 17:00 M-Th 07:30 - 18:00
Bone Density	Radiology	196 Parkway South, Suite 102, Waterford, CT	Every other Sa 07:30 - 15:00 T, W, F 08:00 - 15:00
Breast Imaging	Radiology	365 Montauk Avenue, New London, CT	M-Th 07:00 - 18:00 F 07:00 - 16:30
Breast Imaging	Radiology	52 Hazelnut Hill Road, Groton, CT	Sa 06:30 - 15:00 M-Th 06:30 - 19:00
Breast Imaging	Radiology	196 Parkway South, Suite 102, Waterford, CT	F, Sa 06:30 - 15:00 M-Th 06:30 - 15:00 F 07:30 - 16:00
Breast Imaging	Radiology	365 Montauk Avenue, New London, CT	Sa 06:30 - 15:00
Cardiac and Pulmonary Rehab	Rehabilitation	365 Montauk Avenue, New London, CT	M-F 07:30 - 17:30
Cardiac Diagnostic Testing	Cardiology	365 Montauk Avenue, New London, CT	M-F 07:00 - 15:30
Cardiac Diagnostic Testing	Cardiology	52 Hazelnut Hill Road, Groton, CT	T, W, F 06:00 - 18:00
Cath Lab	Cardiology	365 Montauk Avenue, New London, CT	M-F 07:30 - 16:00
Chemo Infusion	Oncology	230 Waterford Parkway S, Waterford, CT	M-F 08:00 - 17:00



Computerized Tomography (CT)	Radiology	365 Montauk Avenue, New London, CT	7 days/week 07:00 - 19:00
Computerized Tomography (CT)	Radiology	52 Hazelnut Hill Road, Groton, CT	7 days/week 07:00 - 19:00
Computerized Tomography (CT)	Radiology	196 Parkway South, Suite 102, Waterford, CT	M,W,Th,F 07:30 - 16:00
Cardiovascular Ultrasound (CV Ultrasound)	Radiology	365 Montauk Avenue, New London, CT	M-F 07:00 - 19:00
Cardiovascular Ultrasound (CV Ultrasound)	Radiology	52 Hazelnut Hill Road, Groton, CT	M-F 08:00 - 16:30
Cardiovascular Ultrasound (CV Ultrasound)	Radiology	196 Parkway South, Suite 102, Waterford, CT	M-F 08:00 - 16:30
Diagnostic Radiology	Radiology	365 Montauk Avenue, New London, CT	M-F 08:00 - 19:00
Diagnostic Radiology	Radiology	52 Hazelnut Hill Road, Groton, CT	Sa 09:00 - 11:00
Diagnostic Radiology	Radiology	196 Parkway South, Suite 102, Waterford, CT	M-F 08:00 - 20:00
Emergency Services	Emergency	365 Montauk Avenue, New London, CT	Sa 09:00 - 16:30
Emergency Services	Emergency	52 Hazelnut Hill Road, Groton, CT	M-F 08:30 - 17:00
Infusion (non-chemo)	Infusion (non-chemo)	365 Montauk Avenue, New London, CT	7 days/week Open 24 hours
Intensive Outpatient Program	Psychiatry	365 Montauk Avenue, New London, CT	7 days/week 07:00 - 23:00
Interventional Radiology	Radiology	365 Montauk Avenue, New London, CT	M-F 07:30 - 16:00
Magnetic Resonance Imaging (MRI)	Radiology	365 Montauk Avenue, New London, CT	Sa, Su, Holidays - on call
Magnetic Resonance Imaging (MRI)	Radiology	52 Hazelnut Hill Road, Groton, CT	M-F 09:00 - 12:00
Magnetic Resonance Imaging (MRI)	Radiology	196 Parkway South, Suite 102, Waterford, CT	M-F 08:00 - 16:30
Magnetic Resonance Imaging (MRI)	Radiology	365 Montauk Avenue, New London, CT	On Call 24/7
Neurodiagnostics	Neurodiagnostics	365 Montauk Avenue, New London, CT	M-F 07:00 - 21:00
Nuclear Medicine (Nuclear Med)	Radiology	365 Montauk Avenue, New London, CT	Sa,Su 07:00 - 19:00
Occupational Health	Occupational health	52 Hazelnut Hill Road, Groton, CT	M-F 07:00 - 17:00
Occupational Therapy	Rehabilitation	339 Flanders Road, East Lyme, CT	Sa 07:00 - 17:00
Occupational Therapy	Rehabilitation	52 Hazelnut Hill Road, Groton, CT	M-F 07:00 - 15:00
			Sa 07:00 - 16:30
			1 Sa a month - 07:00 - 16:30
			M-F 07:00 - 17:00
			MIBIs Only - Sa 08:00 - 12:00
			M-F 08:00 - 16:30
			M, W 09:30 - 19:00
			T, Th 07:00 - 14:00
			M, F 07:00 - 18:00
			T 06:30 - 19:00
			W 07:00 - 1900
			Th 07:30 - 19:00
			Sat 07:00 - 16:00 (hands)
			Sun as needed for hands

Occupational Therapy	Rehabilitation	40 Boston Post Road, Waterford, CT	M, W 07:30 - 18:00
Positron Emission Tomography (PET)	Radiology	196 Parkway South, Suite 102, Waterford, CT	T, F 07:30 - 15:30 Th 07:30 - 16:30
Physical Therapy	Rehabilitation	339 Flanders Road, East Lyme, CT	M, W, F 07:00 - 15:00 M-Th 06:30 - 19:00 F 06:30 - 16:30
Physical Therapy	Rehabilitation	52 Hazelnut Hill Road, Groton, CT	M-Th 06:30 - 19:00 F 06:30 - 18:00
Physical Therapy	Rehabilitation	40 Boston Post Road, Waterford, CT	M-Th 06:30 - 18:30 F 06:30 - 17:30
Pre-admission testing	Surgery	365 Montauk Avenue, New London, CT	M-F 07:30 - 16:00
Pre-admission testing	Surgery	52 Hazelnut Hill Road, Groton, CT	Th 08:00 - 16:30 T, W, F Variable
Pulmonary Function Testing	Restorative Services	365 Montauk Avenue, New London, CT	M, Th 07:00 - 16:00
Radiation Therapy	Oncology	230 Waterford Parkway S, Waterford, CT	M-F 08:00 - 17:00
Sleep lab	Restorative Services	224 Goldstar Highway, Groton, CT	T-Sa 19:00 - 07:30
Speech Therapy	Rehabilitation	52 Hazelnut Hill Road, Groton, CT	M 08:00 - 18:30
Speech Therapy	Rehabilitation	40 Boston Post Road, Waterford, CT	T, F 08:00 - 16:30 W, Th 08:00 - 17:30
Stress Testing	Cardiology	365 Montauk Avenue, New London, CT	T, Th, F 07:00 - 17:00 M-F 07:30 - 16:00
Targeted Breast Ultrasound	Radiology	365 Montauk Avenue, New London, CT	M, W, F 13:00 - 16:30 T, Th 08:00 - 16:30 M-F 07:00 - 19:00
Ultrasound	Radiology	365 Montauk Avenue, New London, CT	Every other Sa 07:00 - 15:30
Ultrasound	Radiology	52 Hazelnut Hill Road, Groton, CT	7 days/week 08:00 - 16:30
Ultrasound	Radiology	196 Parkway South, Suite 102, Waterford, CT	M-F 08:00 - 16:30
Vascular Lab	Radiology	365 Montauk Avenue, New London, CT	M-F 08:30 - 17:00
Wound Care and Hyperbarics	Rehabilitation	40 Boston Post Road, Waterford, CT	M-F 08:00 - 16:30

### L+M Hospital Outpatient Services by Service, Location and Hours of Operation

As of 9/8/16

Service	Department	Location	Hours of Operation
Ambulatory Surgery	Surgery	52 Hazelnut Hill Road, Groton, CT	T, W, F 06:00 - 18:00
Ambulatory Surgery	Surgery	365 Montauk Avenue, New London, CT	M-F 07:00 - 17:30
Audiology	Rehabilitation	52 Hazelnut Hill Road, Groton, CT	M 09:00 - 17:30 T-Th 08:00 - 18:30 F 08:00 - 18:00
Audiology	Rehabilitation	40 Boston Post Road, Waterford, CT	M-Th 07:00 - 18:00 F 09:00 - 17:30
Automated Whole Breast Screening Ultrasound	Radiology	365 Montauk Avenue, New London, CT	M-F 08:00 - 16:30 Sa 07:30 - 11:00
Blood Draw	Laboratory	365 Montauk Avenue, New London, CT	M-F 06:30 - 18:00 Sa 07:00 - 12:00
Blood Draw	Laboratory	339 Flanders Road, East Lyme, CT	M-F 06:30 - 17:00 Sat 07:00 - 12:00
Blood Draw	Laboratory	52 Hazelnut Hill Road, Groton, CT	M-F 06:30 - 19:00 Sa 07:00 - 19:00 Su 09:00 - 17:30
Blood Draw	Laboratory	194 Howard Street, New London, CT	M-F 08:30 - 17:00
Bone Density	Radiology	52 Hazelnut Hill Road, Groton, CT	M-Th 07:30 - 18:00
Bone Density	Radiology	196 Parkway South, Suite 102, Waterford, CT	Every other Sa 07:30 - 15:00 T,W,F 08:00 - 15:00 M-Th 07:00 - 18:00
Breast Imaging	Radiology	365 Montauk Avenue, New London, CT	F 07:00 - 16:30 Sa 06:30 - 15:00
Breast Imaging	Radiology	52 Hazelnut Hill Road, Groton, CT	M-Th 06:30 - 19:00 F, Sa 06:30 - 15:00 M-Th 06:30 - 15:00 F 07:30 - 16:00
Breast Imaging	Radiology	196 Parkway South, Suite 102, Waterford, CT	Sa 06:30 - 17:30
Cardiac and Pulmonary Rehab	Rehabilitation	365 Montauk Avenue, New London, CT	M-F 07:00 - 15:30
Cardiac Diagnostic Testing	Cardiology	365 Montauk Avenue, New London, CT	M-F 07:00 - 15:30
Cardiac Diagnostic Testing	Cardiology	52 Hazelnut Hill Road, Groton, CT	T, W, F 06:00 - 18:00
Cath Lab	Cardiology	365 Montauk Avenue, New London, CT	M-F 07:30 - 16:00
Chemo Infusion	Oncology	230 Waterford Parkway S, Waterford, CT	M-F 08:00 - 17:00
CT	Radiology	365 Montauk Avenue, New London, CT	7 days/week 07:00 - 19:00
CT	Radiology	52 Hazelnut Hill Road, Groton, CT	7 days/week 07:00 - 19:00
CT	Radiology	196 Parkway South, Suite 102, Waterford, CT	M,W,Th,F 07:30 - 16:00
CV Ultrasound	Radiology	365 Montauk Avenue, New London, CT	M-F 07:00 - 19:00
CV Ultrasound	Radiology	52 Hazelnut Hill Road, Groton, CT	M-F 08:00 - 16:30
CV Ultrasound	Radiology	196 Parkway South, Suite 102, Waterford, CT	M-F 08:00 - 16:30 M-F 08:00 - 19:00 Sa 09:00 - 11:00
Diagnostic Radiology	Radiology	365 Montauk Avenue, New London, CT	

Diagnostic Radiology	Radiology	52 Hazelnut Hill Road, Groton, CT	M-F 08:00 - 20:00 Sa 09:00 - 16:30
Diagnostic Radiology	Radiology	196 Parkway South, Suite 102, Waterford, CT	M-F 08:30 - 17:00
Emergency Services	Emergency	365 Montauk Avenue, New London, CT	7 days/week Open 24 hours
Emergency Services	Emergency	52 Hazelnut Hill Road, Groton, CT	7 days/week 07:00 - 23:00
Infusion (non-chemo)	Infusion (non-chemo)	365 Montauk Avenue, New London, CT	M-F 07:30 - 16:00 Sa, Su, Holidays - on call
Intensive Outpatient Program	Psychiatry	365 Montauk Avenue, New London, CT	M-F 09:00 - 12:00
Interventional Radiology	Radiology	365 Montauk Avenue, New London, CT	M-F 08:00 - 16:30 On Call 24/7
MRI	Radiology	365 Montauk Avenue, New London, CT	M-F 07:00 - 21:00 Sa, Su 07:00 - 19:00
MRI	Radiology	52 Hazelnut Hill Road, Groton, CT	M-F 07:00 - 17:00 Sa 07:00 - 17:00
MRI	Radiology	196 Parkway South, Suite 102, Waterford, CT	M-F 07:00 - 17:00 Sa 07:00 - 15:00
Neurodiagnostics	Neurodiagnostics	365 Montauk Avenue, New London, CT	M-F 07:00 - 16:30 1 Sa a month - 07:00 - 16:30
Nuclear Med	Radiology	365 Montauk Avenue, New London, CT	M-F 07:00 - 17:00 MiBiS Only - Sa 08:00 - 12:00
Occupational Health	Occupational health	52 Hazelnut Hill Road, Groton, CT	M-F 08:00 - 16:30
Occupational Therapy	Rehabilitation	339 Flanders Road, East Lyme, CT	M, W 09:30 - 19:00 T, Th 07:00 - 14:00
Occupational Therapy	Rehabilitation	52 Hazelnut Hill Road, Groton, CT	M, F 07:00 - 18:00 T 06:30 - 19:00 W 07:00 - 19:00 Th 07:30 - 19:00 Sat 07:00 - 16:00 (hands) Sun as needed for hands
Occupational Therapy	Rehabilitation	40 Boston Post Road, Waterford, CT	M, W 07:30 - 18:00 T, F 07:30 - 15:30 Th 07:30 - 16:30
PET	Radiology	196 Parkway South, Suite 102, Waterford, CT	M, W, F 07:00 - 15:00
Physical Therapy	Rehabilitation	339 Flanders Road, East Lyme, CT	M-Th 06:30 - 19:00 F 06:30 - 16:30
Physical Therapy	Rehabilitation	52 Hazelnut Hill Road, Groton, CT	M-Th 06:30 - 19:00 F 06:30 - 18:00
Physical Therapy	Rehabilitation	40 Boston Post Road, Waterford, CT	M-Th 06:30 - 18:30 F 06:30 - 17:30
Pre-admission testing	Surgery	365 Montauk Avenue, New London, CT	M-F 07:30 - 16:00 Th 08:00 - 16:30 T, W, F Variable
Pre-admission testing	Surgery	52 Hazelnut Hill Road, Groton, CT	M, Th 07:00 - 16:00
Pulmonary Function Testing	Restorative Services	365 Montauk Avenue, New London, CT	M-F 08:00 - 17:00
Radiation Therapy	Oncology	230 Waterford Parkway S, Waterford, CT	T-Sa 19:00 - 07:30
Sleep lab	Restorative Services	224 Goldstar Highway, Groton, CT	

Speech Therapy	Rehabilitation	52 Hazelnut Hill Road, Groton, CT	M 08:00 - 18:30 T, F 08:00 - 16:30 W, Th 08:00 - 17:30
Speech Therapy	Rehabilitation	40 Boston Post Road, Waterford, CT	T, Th, F 07:00 - 17:00
Stress Testing	Cardiology	365 Montauk Avenue, New London, CT	M-F 07:30 - 16:00 M,W,F 13:00 - 16:30 T,Th 08:00 - 16:30
Targeted Breast Ultrasound	Radiology	365 Montauk Avenue, New London, CT	M-F 07:00 - 19:00 Every other Sa 07:00 - 15:30
Ultrasound	Radiology	365 Montauk Avenue, New London, CT	7 days/week 08:00 - 16:30
Ultrasound	Radiology	52 Hazelnut Hill Road, Groton, CT	M-F 08:00 - 16:30
Ultrasound	Radiology	196 Parkway South, Suite 102, Waterford, CT	M-F 08:30 - 17:00
Vascular Lab	Radiology	365 Montauk Avenue, New London, CT	M-F 08:00 - 16:30
Wound Care and Hyperbarics	Rehabilitation	40 Boston Post Road, Waterford, CT	M-F 08:00 - 16:30

October 4, 2016

Ms. Kimberly Martone  
State of Connecticut  
Office of Healthcare Access  
410 Capitol Avenue, MS#13HCA  
Hartford, Connecticut 06134-0308

Dear Ms. Martone,

Pursuant to the Order contained within the Agreed Settlement of Docket Number 15-32033-CON, "Transfer of ownership of Lawrence + Memorial Corporation (L+MH) to Yale New Haven Health Services Corporation (YNHHS)", Condition 3 and Condition 31 are required to be submitted to OHCA within thirty (30) days following the completion and Board approval of L+MH's 2016 Community Health Needs Assessment (CHNA) and its Implementation Strategy. The CHNA and Implementation Plan was approved by L+MH's Board on August 29, 2016.

Attached please find documents responsive to Conditions 3 and 31. The CHNA and Implementation Plan are being posted on L+MH's website immediately under "About Us".

A copy of these documents will be sent via U.S. postal service.

Regards,



Nancy Levitt Rosenthal  
Vice President, Strategy and Regulatory Planning

**Strategy and Regulatory Planning**  
YNHHS, 20 York Street  
(2 Howe St, 307)  
New Haven, CT 06519  
Phone: 203-688-5721  
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# Community Health Assessment



Collective Action to Create a Healthier Community



## *Primary Contributors*

Laurel Holmes, MSW, Director of Community Partnerships + Population Health, L+M Healthcare  
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 Jennifer Muggeo, MPH, Supervisor Finance and Administration and Special Projects in Population Health, Ledge Light Health District

## *SE CT Health Improvement Collaborative Steering Committee Members*

*\*\*also a Focus Group Facilitator/Scribe*

Maritza Bond, MPH, Executive Director, Eastern Area Health Education Center  
 Yolanda Bowes, Director Community Outreach Services, United Community and Family Services  
 Megan Brown, CFRE, Senior Director of Marketing and Development, Thames Valley Council for Community Action  
 \*\*Stephanye Clarke, New London NAACP, Universal Health Care Foundation Advocacy Communications Fellow, African American Health Council  
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 Jerry Lokken, Recreation Services Manager, Groton Parks and Recreation  
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 Cathy McCarthy, LCSW, Social Worker, L+M Cancer Center  
 Patrick McCormack, MPH, Director of Health, Uncas Health District  
 Jennifer O'Brien, Program Director, Community Foundation of Eastern Connecticut  
 Michael Passero, Mayor, City of New London  
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 Kathleen Stauffer, MPA, Chief Executive Officer, The Arc New London County  
 Victor Villagra, MD, UCONN Health Disparities Institute

## *Consultants and Support*

Jessica Hill, AHEPA, Focus Group Facilitator  
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 Kenn Harris, Pastor, Born Again Evangelistic Outreach Ministries, Focus Group Facilitator  
 Toby Matthew, Focus Group Scribe  
 Sharon Mierszwa, MPH, Community Partner Forum Facilitator  
 Colleen Milligan, Senior Manager, Baker Tilley Virchow Krause LLP, Prioritization Event Facilitator  
 Jessica Seyfried, MPH/MSW, Ledge Light Health District and L+M Hospital, Intern  
 Aracelis Vázquez Hayes, M.Div, M.Ed, Church of the City, Focus Group Facilitator  
 Crystal Worsley, Focus Group Facilitator and Scribe

## *Funding Support*

Partial funding for this project was generously provided by the Community Foundation of Eastern Connecticut and the U.S. Preventative Health and Health Services Block Grant



Guided by the Southeastern CT Health Improvement Collaborative, a coalition of health care providers, local public health, federally qualified health centers, tribal representatives, higher education, and numerous non-profit organizations serving the region, L+M Hospital (L+M) and Ledge Light Health District (LLHD) considered data from primary and secondary sources to identify and elucidate the leading health indicators for the region included in this report. Accompanying this assessment is a Community Health Improvement Plan (CHIP) to address the Community Health Assessment findings.

The data sources in this assessment provided a rich array of information and moved the process toward a more holistic understanding of health status, perceptions, barriers, and strategies for improvement. Community member input revealed consistent themes around communication, connections and bias, disparities, access to care, safety concerns, mental health, and chronic disease.

Recognizing the significant contribution of social determinants to overall health and wellness, particular attention has been paid in this assessment to the interaction between socioeconomic and environmental conditions as well as to health disparities. One such social determinant, economic security—or the ability to regularly and comfortably pay for one’s basic needs such as food, housing, transportation, and other goods and services, is closely associated with health outcomes. Although fewer residents of New London County experienced poverty in the past 12 months compared to the state, there still exist disparities around family construct and geography. Residents in lower income categories reported higher anxiety and depression, and lower incomes are correlated with higher suicides and self-inflicted injuries. There are also significant disparities related to employment in Greater New London; the real unemployment rate among Blacks is more than twice that of Whites.

Housing stock in the region is older in general and more likely to harbor health hazards such as defective lead paint, failing plumbing, and asbestos insulation, contributing to poorer health among lower income residents who are more likely to live in poor quality housing. Further, transportation emerged as a key issue impacting health; when asked about their vision of a healthy community, focus group and web survey participants and community partners repeatedly cited the need for more and better public transportation, bike lanes and pedestrian-friendly roads .



As it relates to chronic disease, there are repeated associations between poor health and social determinants in the assessment data. When sedentary lifestyle is examined by income, those with incomes less than \$50,000 are more likely to be sedentary than the state and Greater New London overall. Smoking, diabetes and heart disease also have higher prevalence among those within lower income categories and those with lower levels of education. Lower income and education is also correlated with higher emergency department use, the delaying of healthcare, not getting necessary care, and not getting necessary medications due to cost.

Mental and emotional wellbeing is an area of concern, with disparities by race and also by income. Mental health concerns and substance use are often co-occurring—in 2015, depression was the fourth most prevalent condition among hospitalizations and alcohol/substance use was the fifth. Although the data reflect a time period before the most recent dramatic spike in opioid overdoses and related deaths, there nonetheless is an upward trend seen in recent years.

Racial and ethnic health disparities were evident on several indicators including asthma (higher among Hispanics and African Americans), oral health (less preventive care among African Americans), hypertension (higher among African Americans) and the experience of violence (higher among Hispanics). African Americans and Hispanics are more likely to use the hospital emergency department (ED) for care, considered a proxy for access to care in the community.

Understanding the connections between wide-ranging factors and their relative contributions to overall health is one goal of the community health assessment process. Only through this understanding can the community effectively impact policies, systems and practices toward a healthier community.

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With a shared vision for a healthy community, and continuing a long-term partnership on many community health improvement activities, Lawrence + Memorial Hospital (L+M) and Ledge Light Health District (LLHD) joined together in 2015-16 to lead a Community Health Assessment (CHA) process for Greater New London (see map page 7). Guided by the Southeastern CT Health Improvement Collaborative, a coalition of health care providers, local public health, federally qualified health centers, tribal representatives, higher education, and numerous non-profit organizations serving the region, L+M and LLHD considered data from primary and secondary sources to identify and elucidate the leading health indicators for the region included in this report. Accompanying this assessment will be a Community Health Improvement Plan (CHIP) to address the CHA findings, developed by the Southeastern CT Health Improvement Collaborative. Through the prioritization and planning process, the Collaborative will identify initiatives that include addressing social determinants in order to achieve improved health outcomes. While the CHA and CHIP are designed to meet the requirements for L+M to maintain their non-for-profit status as a community hospital and for LLHD to earn accreditation through the Public Health Accreditation Board, both organizations intend for the reports to serve as guides for planning future programs and policies for these agencies and for the community overall.

Among public health and human service advocates in Greater New London, there is a recognition that social determinants, such as poverty, educational attainment, food security, housing, and transportation, contribute to overall wellbeing and health more than clinical care, behaviors or family history. Otherwise stated, zip code is more important than genetic code as a contributor to health. Developing the best strategies to improve health requires an understanding of how social

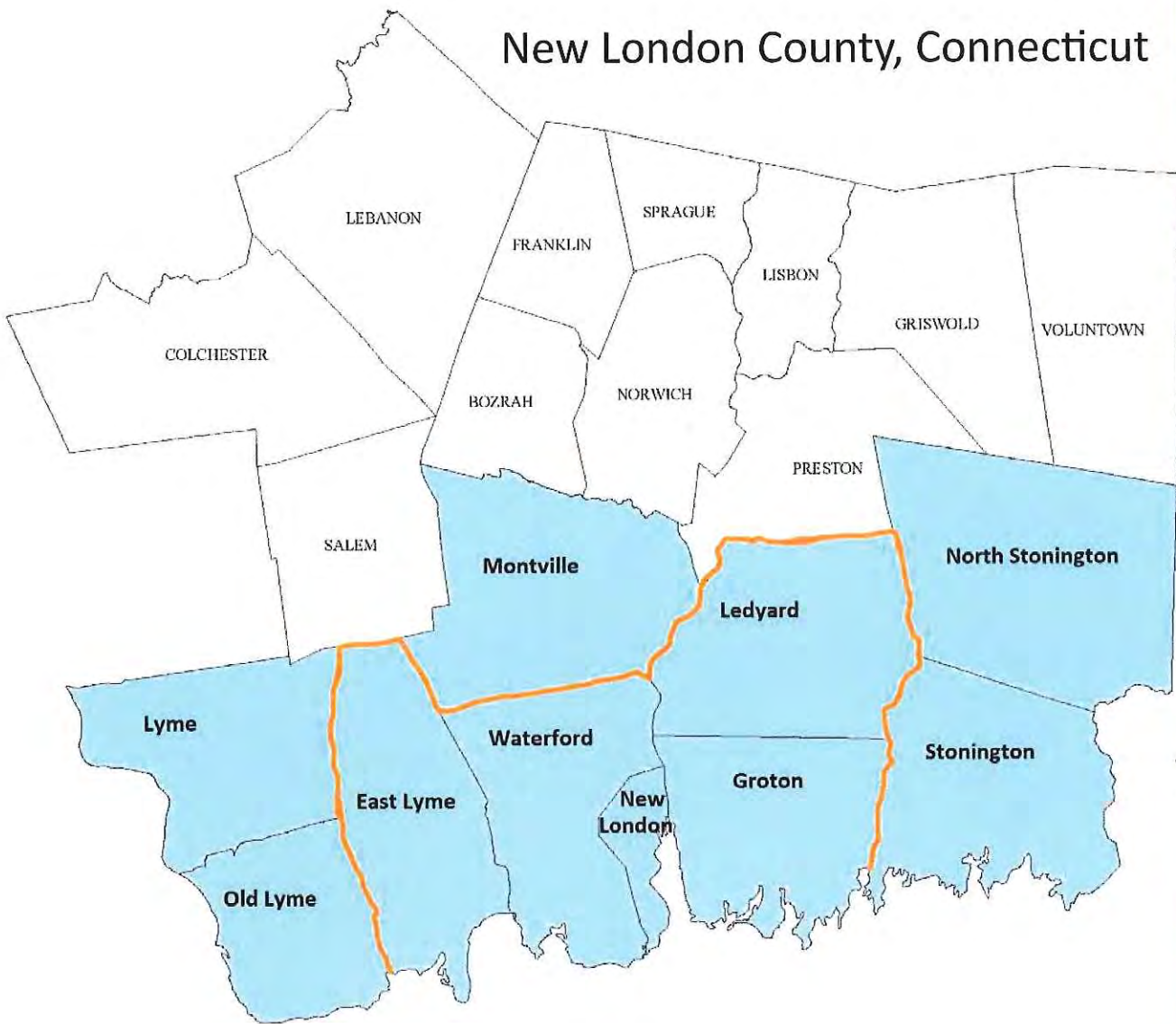
determinants influence health. It is especially important when considering health inequities; that some groups within our communities bear disproportionate rates of disease and/or experience disparate quality of care is related to many intersecting factors. Achieving a “healthy community” where everyone has the same opportunities to make healthy choices and access quality, culturally and linguistically sensitive, timely and affordable health care requires us to examine inequities in socioeconomic conditions, and the policies and practices that create them.

**WHAT Know What Affects Health**



This Community Health Assessment Report focuses on the leading health indicators of Greater New London, which is the Lawrence and Memorial Hospital primary service area (highlighted in blue on this map) and includes the member municipalities of Ledge Light Health District (outlined in orange).

### New London County, Connecticut



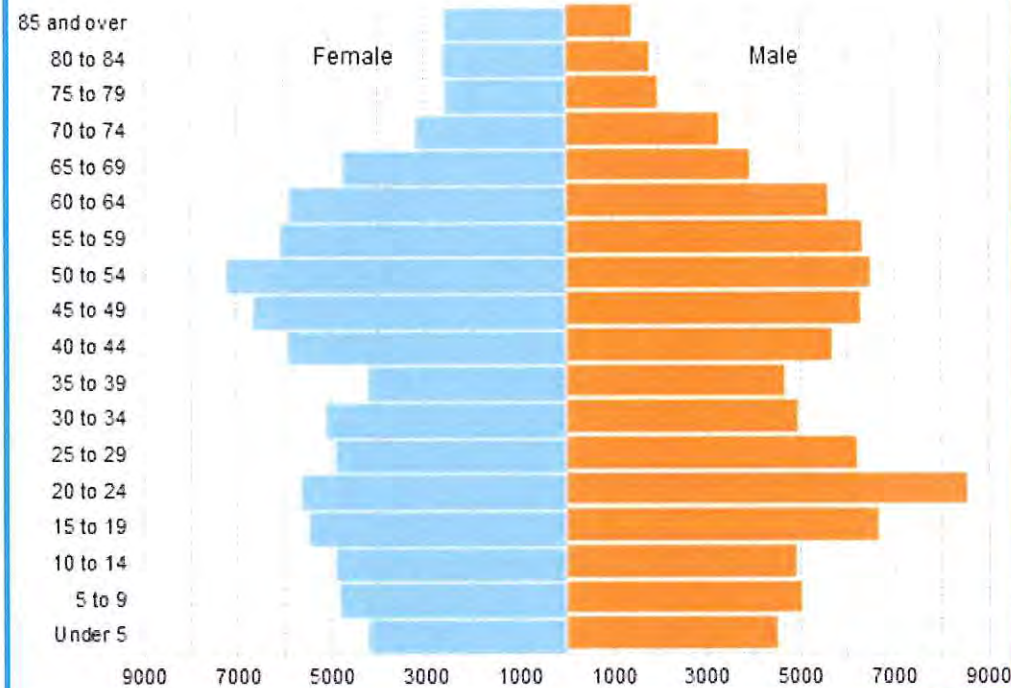


The Lawrence + Memorial Hospital service area covers 17 U.S. Census zip code tabulation areas. The information presented in this section reflects the total population of those areas from the American Community Survey.

<b>Total Population</b>	<b>174,814</b>
<b>Gender</b>	
Male	50.5%
Female	49.5%
<b>Race/Ethnicity</b>	
White, Non-Hispanic	76.0%
Hispanic or Latino of Any Race	10.4%
Black, Non-Hispanic	5.5%
Asian, Non-Hispanic	4.1%
Two or more Races, Non-Hispanic	3.4%
American Indian/Alaska Native, Non-Hispanic	0.5%
Some Other Race, Non-Hispanic	0.1%
<b>Disability</b>	
Total Population	12.1%
Under 5 Years	1.8%
5 to 17 Years	5.4%
18 to 64 Years	10.0%
65 Years and Over	30.1%

Languages Other than English Spoken in Greater New London			
	Rank	% of Population who Speak the Language	% Who Speak English Less than "Very Well"
Spanish or Spanish Creole:	1	6.5%	37.9%
Chinese:	2	1.3%	55.5%
Tagalog (Filipino):	3	0.6%	36.5%
French (incl. Patois, Cajun):	4	0.5%	17.4%
Italian:	5	0.4%	23.3%
Other Asian languages:	6	0.4%	19.2%
French Creole:	7	0.3%	83.6%
German:	8	0.3%	16.4%
Hindi:	9	0.3%	40.0%
Russian:	10	0.3%	38.6%

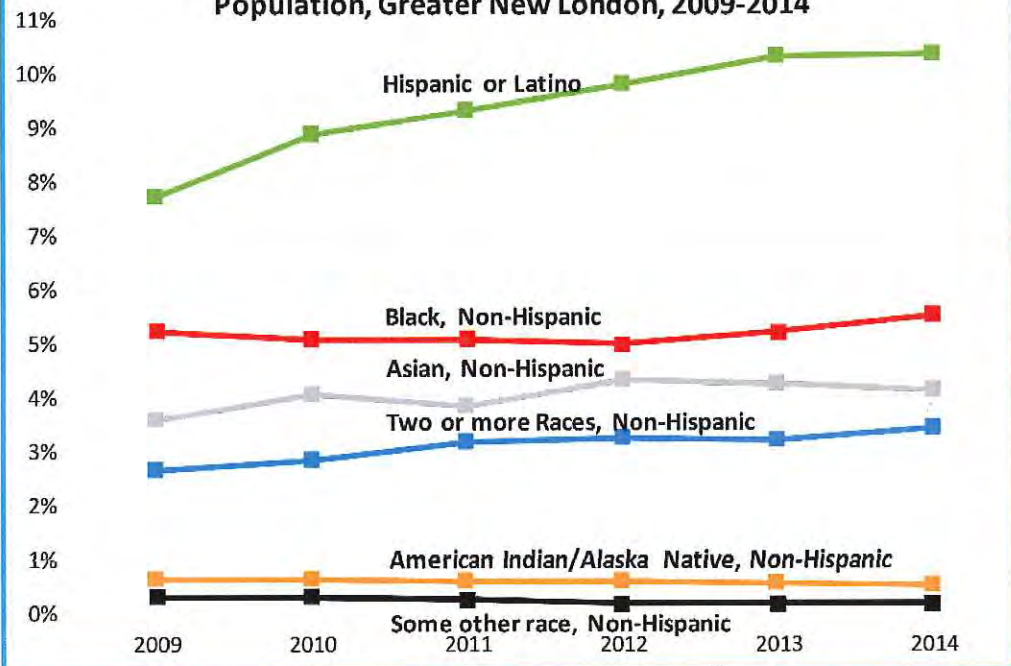
**Population of Greater New London by Age and Sex**



According to the 2014 American Community Survey, the population of Greater New London is 174,814, having grown by about 2,500 people in the past 5 years. The population is nearly evenly divided by sex, with 50.5% being male, though the population 65 years and older is made up of more females

(55.8%). Of particular importance is the large wave of those in and around the baby boom generation (ages 50-70). As this group continues to age, it will place increasing health, social and economic pressures on families, social service and governmental agencies. Both in absolute terms and as a percentage of the population (24%), the population of non-White minorities has grown in

**Change in Minority Population as a Percentage of the Total Population, Greater New London, 2009-2014**



Greater New London over the past 5 years (up from 20% in 2009). This growth has been driven primarily by those identifying as Hispanic or Latino, whose population has grown from 7.7% of the population in 2009 to 10.4% in 2014.



On May 26, 2015, L+M and LLHD organized the first meeting of what would become the Southeastern CT Health Improvement Collaborative (Collaborative). Representatives from a number of community agencies were invited to serve as a steering/advisory committee for L+M and LLHD's assessment. The Collaborative met bimonthly and provided insight and guidance in the design of data collection efforts. In November, Collaborative members joined other community agencies for a facilitated conversation considering the assets and challenges to health in the region. At subsequent Collaborative meetings, members organized focus groups and reviewed preliminary data. LLHD and L+M hosted a preliminary data release in March 2016 and a prioritization event in May 2016.

This assessment includes review and analysis of data from primary and secondary data sources:

The statewide Wellbeing Survey of adults, conducted by DataHaven in the late summer and fall of 2015. A statewide telephone survey of area residents with oversampling conducted in select communities, the survey included 1,200 residents from Greater New London. The survey was delivered in English and Spanish and included both landline and cell phones. The sampling methodology and survey tool are included as Appendix A.

A supplemental survey tool developed in English and Spanish and deployed in community settings including clinic waiting rooms and sporting events. The goal of the supplemental survey was to obtain information from individuals who may not have been represented in the initial telephone survey.

The November key informant/community partner forum with over 30 participants (see distribution list Appendix B). At the forum participants shared their insights on the most important health and wellbeing issues in our region and how to address them.

Qualitative data from 12 focus groups held in early 2016 in order to explore issues of concern revealed in the household survey. These groups included conversations among African Americans, Hispanics, Native Americans, youth, seniors, LGBTQ people, and people living in poverty (see focus group reports in Appendix C).

Secondary data from a wide range of sources, including Centers for Disease Control, the CT Department of Public Health, the U.S. Census, Healthy People 2020, and the CT Hospital Association. A complete list of data sources for this report are listed on page 15.



Community engagement was a key component of the CHA. The CHA included participation of not only public health experts and health care providers but also representatives, ranging in age from 12 to 87, of medically underserved, low income, minority, and youth populations and an array of community organizations from throughout the region. Their voices were heard through a community partner forum, twelve focus groups including diverse representation, the CHA steering committee, and a web-based survey. Throughout the various engagement activities, several themes emerged.

## Connections, Communication, Bias

In general, there is a feeling that there has been a loss of sense of community locally. Community members and

partners said that there is a lack of communication, coordination, and understanding of differences, between people and with organizations and systems. Examples of widespread bias along many lines—racial/ethnic, mental health, gender, age, ability, sexual orientation, resulting in discrimination, disparities, and stigma and ultimately negatively impacting access to care and quality of services, were described. Within organizations, there is a need for greater cultural competence to bridge differences. The “we know best” culture, particularly in healthcare, needs to be addressed. Some feel that although there is division within the community overall, communication may be better within a single culture.

“A lot of people in this area are invisible.”  
—faith community focus group participant

The complexity and fragmentation of the healthcare system impacts access; it’s difficult to navigate, with many barriers including finances, health insurance status,

## Access

literacy, time constraints, and “how it is organized.” As a region, there is a need to start thinking collectively and to examine the infrastructure, education and training deficits. It is generally understood that the area doesn’t benefit from as many state resources as do the urban centers elsewhere in the state; this calls for standing together and demanding attention and support. Some challenges include an inadequate public and safety net transportation system which has a major influence on access to services including health and social services, lack of access to safe affordable housing, place-based issues including neighborhood challenges, and economic disparities. The region’s population is aging and experiencing increased isolation. Focus group participants and community partners expressed concern that technology may create new barriers to access, particularly among older residents.

“The high cost of health care is making individuals skimp in ways like splitting pills, deferring care, and foregoing dental care and on necessities like food.”  
—access to care focus group participant



## Safety

Many focus group participants cited safety concerns including neighborhood issues, family violence, bullying, and sexual abuse. Factors contributing to a decreased sense of safety include drug and alcohol use, poverty, and mental health. Residents expressed concern that children are witnessing drug use and extreme violence. Older residents feel that increased law enforcement in a neighborhood leads to a safer environment, but younger residents noted an overall decrease in feeling safe. Youth expressed worries about early death or injury from violence.

*“A gun is easier to get than an apple.”*  
—youth focus group participant

## Mental Health

As it relates to mental health, stress and anxiety are cited as having a dramatic impact on the overall health of residents and these concerns are increasing. Community members indicate that greater awareness, education, de-stigmatization, understanding, and coordination of care, to include integration of behavioral health services with medical care. There are excellent resources available in this region but it is felt that they aren't as networked or as culturally competent as they should be. Young people cited the stress of helping their parents provide for their families.

*“There are so many people in this building who have mental health issues and need services, but they don't know where to go or how to pay for the services. I have friends who are survivors of traumatic domestic violence who need support services, but they don't know who to go to or how to get started. These are parents—with heavy baggage—raising kids in a place no one else in the community cares about. We love each other but know we're a bunch of throwaways, like those misfit toys in that Christmas special.”*  
—public housing focus group participant

Residents have many ideas about contributing factors to chronic disease. They cited lack of access to healthy foods, too many processed foods that are easily obtained, cost of

## Chronic Disease

fresh foods, and limited nutritional education, including information on appropriate portion sizes. There are cultural practices that contribute to poor nutrition and which could potentially be improved with education. It is also believed that greater information about available recreational opportunities for all residents would have a positive influence on overall health.

*“Kids are not moving as much, there isn't as much recess, and all of the technology is keeping them inside.”*  
—community member

Smoking, air quality, built environment, and lack of trust in the healthcare system were also raised as influences on health.



Focus group and web survey participants were asked about their vision for a healthy community. Ideas cited included integrated community development, readily accessible healthy foods, recreational opportunities available for all regardless of age or ability, and a transportation system that truly meets the community's needs. Despite the challenges acknowledged, there is a sense of optimism that Greater New London has a healthy future.

Thinking ahead about the future of your community, what is your vision related to people's health? What do you think needs to happen to make this vision a reality?

*"Full Service Community Center with a state of the art gym, pool, fitness guidance classes all at affordable rates."*

*"There needs to be innovation in how services are provided and made available to support holistic health."*

*"Better/more information regarding services available to the underserved."*

*"Improvement in the diet of the community- e.g. less processed food and more fresh, healthy options."*

*"Provide low cost care not only with primary doctors, but also for specialists."*

*"Sustainable public spaces that promote health and wellness."*

*"Elder care is an increasing issue, both health services and living spaces."*

*"Better services for people with disabilities."*

*"Middle class benefits - most people making a middle class income are just getting by or not and makes it impossible to qualify for services."*

*"More public transportation."*

*"More inclusion in politics."*

*"Bicycle paths and sidewalks to walk safely on would be wonderful!"*

*"More community leaders stepping up and folks buying into the notion of taking care of one another instead of looking out solely for themselves."*

*"A greater focus on walkability."*

*"Early intervention with children's needs."*

*"Less racism."*

*"Improving mental health and domestic violence prevention are very important to me."*

*"Better availability of paid maternity leave, preschool, neighborhood childcare."*

*"Safer and better maintained housing for low income families."*

*"More and better employment opportunities that pay a living wage."*

*"More public health, safety out reach groups. There needs to be more youth activities for the children."*



The graphs and information included on the following pages reflect data from several sources:

- The 2015 DataHaven Wellbeing Survey (2015 Wellbeing Survey)
- The American Community Survey (ACS)
- Centers for Disease Control and Prevention (CDC)
- Connecticut Department of Public Health (CT DPH)
- Connecticut Health Foundation
- Connecticut Hospital Association
- Environmental Protection Agency (EPA)
- FBI Uniform Crime Reporting
- Harvard School of Public Health
- Institute for Future Studies
- Lawrence + Memorial Hospital (L+M)
- Ledge Light Health District (LLHD)
- Locally Conducted Focus Groups
- Robert Wood Johnson Foundation
- Southeastern Regional Action Council (SERAC)
- United Way of Southeastern Connecticut (ALICE Report)
- University of Massachusetts
- World Health Organization

The applicable data source is noted on each graph.

As much as possible, where valid data were available from the 2015 Wellbeing Survey, these graphs reflect the primary service area of L+M Hospital, as shown on the map on page 7 and as reflected in the demographics highlighted on pages 8 and 9 and referred to as “Greater New London.” In some cases, the graphs reflect data only for the LLHD member municipalities (see map on page 7), while in other cases the graphs reflect New London County or the state of Connecticut. In these instances, the geographic scope of the graph is noted.

L+M and LLHD identified leading health indicators in eight domains. The indicators selected are limited to those for which there are local data. This report will be updated if additional sources of local incidence or prevalence of disease, illness or injury are identified. It should be noted that there is a significant lack of local population health data on children. Data about childhood asthma, vaccinations and substance use are included; there may be other leading childhood health indicators for which local data are not currently available.

The domains and sub-categories include:

## Social Determinants of Health

- >Education
- >Economic Security
- >Housing
- >Employment
- >Transportation
- >Public Safety
- >Social Cohesion

## Health Systems and Access to Care

- >Public Health and Healthcare Infrastructure
- >Emergency Department Use
- >Health Insurance
- >Barriers to Care
- >Emergency Preparedness

## Chronic Disease

- >Risk Factors
- >Diabetes
- >Cardiovascular Disease
- >Chronic Lower Respiratory Disease
- >Asthma
- >Cancer
- >Oral Health

## Infectious Disease

- >HIV/AIDS and Hepatitis
- >Sexually Transmitted Infections
- >Vaccine Preventable Diseases
- >Tickborne Disease
- >Foodborne Illness

## Maternal and Infant Health

- >Prenatal Care
- >Low Birthweight Babies
- >Births to Teens
- >Neonatal Abstinence Syndrome
- >Infant Mortality

## Mental Health and Substance Abuse

- >Mental and Emotional Wellbeing
- >Suicide and Self-Inflicted Injury
- >Substance Abuse and Overdose
- >Substance Abuse among Youth

## Injury and Violence

- >Violence
- >Unintentional Injury

## Environmental Risk Factors and Health

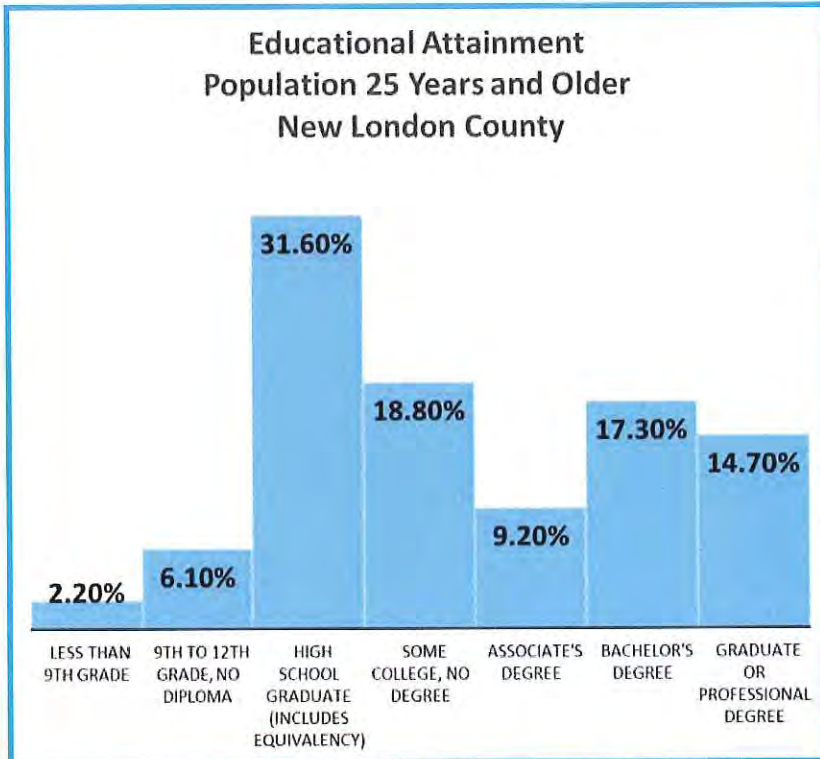
- >Lead
- >Radon

# Social Determinants of Health



Educational attainment is strongly associated with health and wellbeing. People with higher levels of education tend to live longer, healthier lives than those with lower levels of education. Existing research has documented that this association is not due to differences in health literacy or behavior alone, but also influenced by differences in income, housing, social support and childhood poverty and trauma.

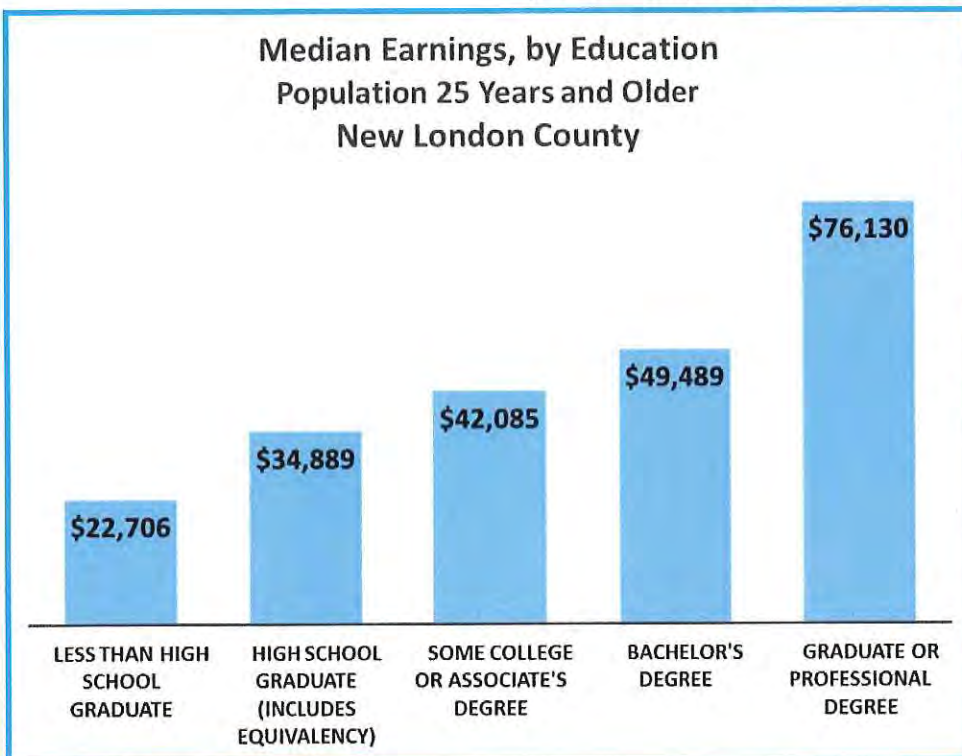
Residents of New London County enjoy high levels of educational attainment overall, though rates of adults with bachelor's or graduate degrees lag slightly behind the state (20.6% and 16.4% respectively).



Source: ACS, 2014 5-Year Estimates

## Education

Educational attainment is closely linked with the ability to earn a living, often trapping those with less education in jobs that pay very little. 1 in 4 adults in New London



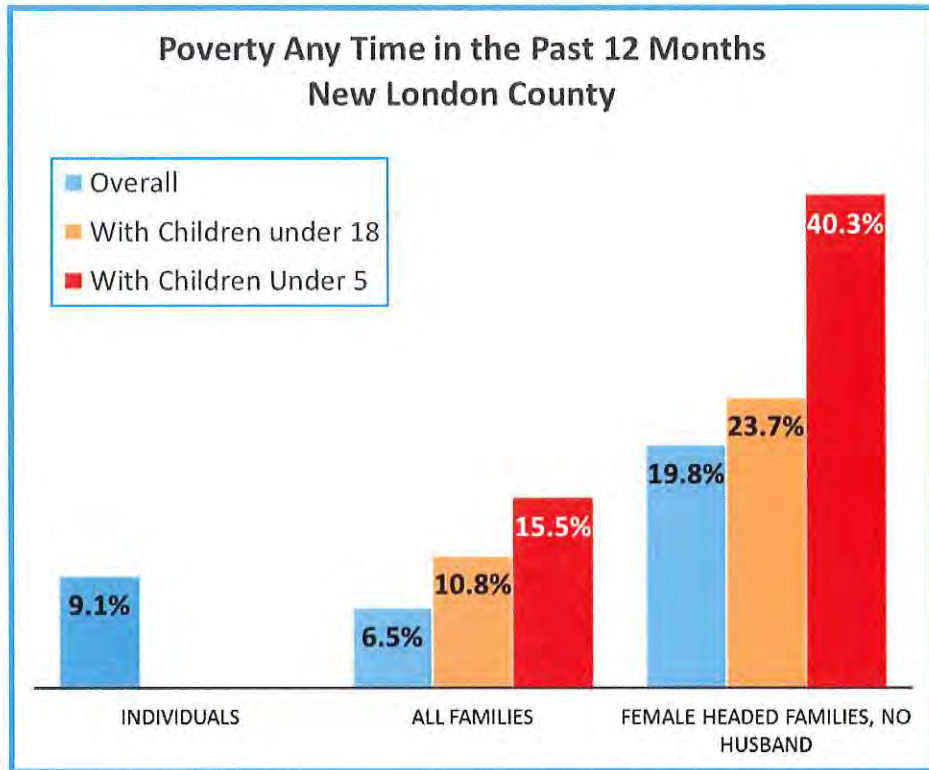
County without a high school diploma live in poverty.

Those with the highest levels of education on average earn more than three times as much as those with the least education.

Source: ACS, 2014 5-Year Estimates



Economic security, or the ability to regularly and comfortably pay for one’s basic needs such as food, housing, transportation, and other goods and services, is closely associated with health outcomes. Overall, residents of New London County appear to enjoy high levels of income, with median household earnings of \$66,693 (ACS 2014 5-Year Estimates). In



Source: ACS, 2014 5-Year Estimates

addition, fewer residents of New London County experienced

### Economic Security

poverty in the past 12 months compared to the state (10.5%). Sadly, however, disparities still exist. Families with children, and in particular single-parent families with young children, had much higher rates of poverty.

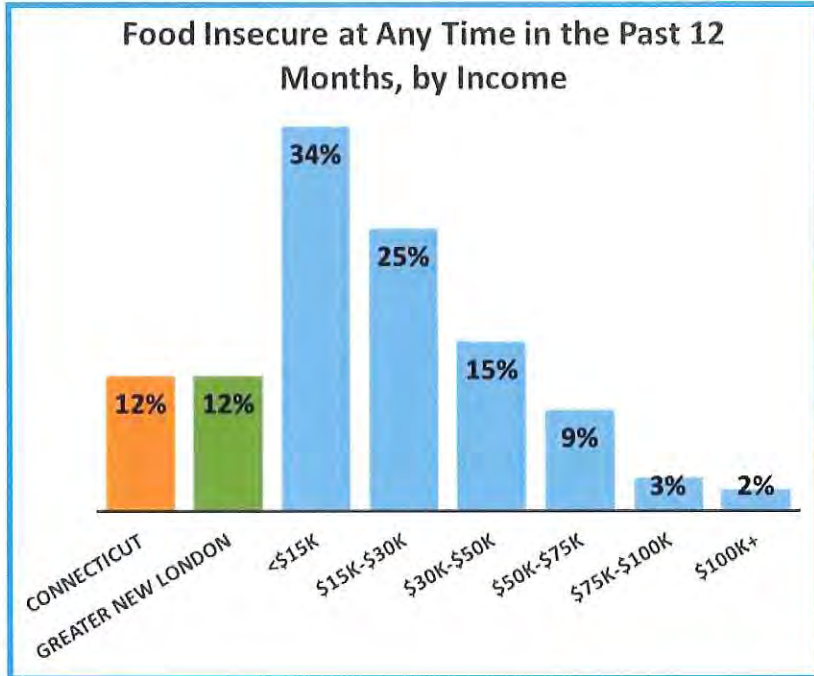
While the median household income for the county appears high, according to the United Way of Southeastern CT (UWSECT), the basic survival budget for a household with young children is approximately \$63,000, only slightly below the county’s median income level.

According to the United Way of Southeastern CT, 26% of households in New London County are considered asset limited, income constrained, employed (ALICE).

Part of being economically “secure” is achieving a comfortable degree of financial stability and predictability. Many residents of the Greater New London area (46%) reported that if they lost their source of income, they could continue to live as they currently are for at least six months. About 1 in 5 residents, however, are less than one month away from having to make major life changes if their current source of income were to end, suggesting a tenuous or non-existent degree of economic security for a large portion of the population of the region.



One of the direst consequences of poverty is the inability to afford to buy food. Though comparable to the state overall, food insecurity in the past 12 months still rose to levels that should be considered unacceptable, especially among those earning less than \$30,000 per year. That there appear to be co-occurring epidemics of food insecurity and obesity, especially among low income populations, speaks to the nutritional density of affordable food, and suggests the very real need to address the food system in the region.

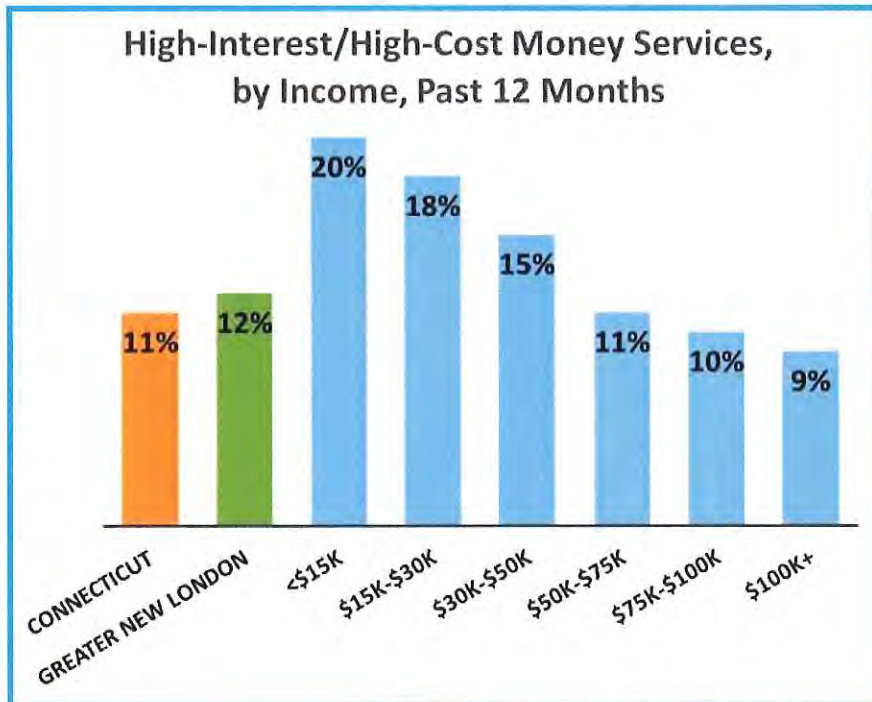


Source: 2015 Wellbeing Survey

### Economic Security

Though only about 1 in 8 adults overall used them in the past 12 months, high interest, high cost money

services such as check cashing, money orders, and refund anticipation loans exact an economic cost on people of low income far more frequently. Contributing to what is often referred to as the "poverty tax" because they are used by those who can least afford them, these services are needed more often by people of low income in order to pay regular bills, service debt, and purchase basic necessities like food. While 92% of adults



Source: 2015 Wellbeing Survey

overall in the Greater New London region held a bank account in the past 12 months, only 68% of those earning less than \$15K held one, increasing the need among this group to access alternative services. Though filling a need, these high-cost money services also exacerbate the economic struggles of those living in poverty.



According to the Robert Wood Johnson Foundation May 2011 brief on housing and health, good health depends on having safe, clean, affordable homes. Housing stability contributes to healthy neighborhoods and a sense of community. "Poor quality and inadequate housing contributes



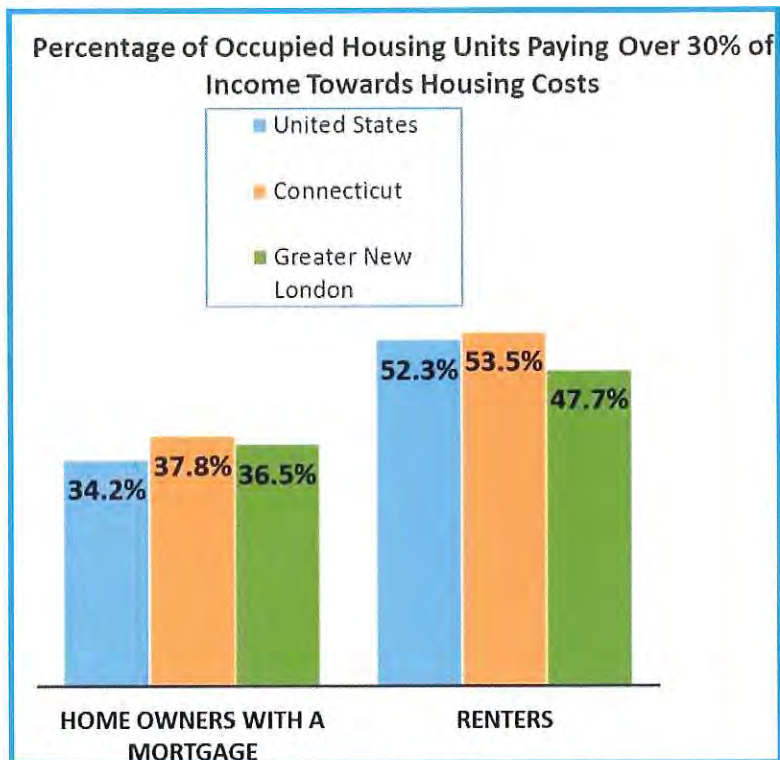
Source: Robert Wood Johnson Foundation

to health problems such as infectious and chronic diseases, injuries and poor childhood development." Substandard housing typically presents many triggers to asthma including mold, rodents, cockroaches, dust, and poor air quality in general, and is often located near major roadways with associated increased air pollution.

## Housing

Particular health problems associated with poor housing conditions include respiratory infections, asthma and other chronic diseases, lead poisoning, injuries, impaired child development, and poor mental health. Though on par with or slightly better than the country and the state, home ownership and rental costs as a percentage of income are still unacceptably high in the Greater New London area. When residents spend over 30% of their income on housing alone, some struggle to pay for other necessities such as food, transportation, healthcare, and child care. This burden is felt most acutely by low income residents.

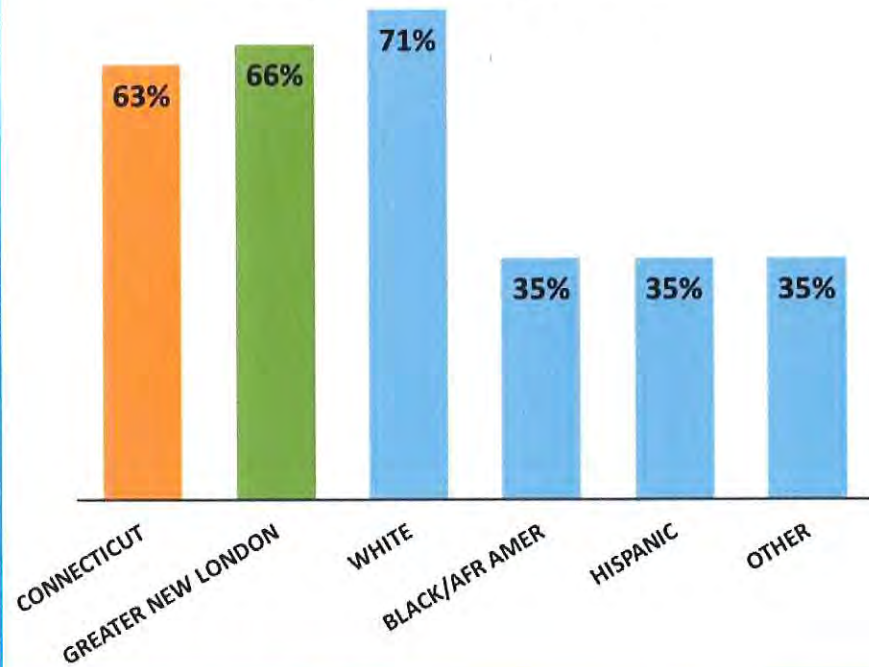
Nearly 60% of all housing units in Greater New London were built before 1960 (ACS 5-Year Estimates). Older housing stock is more likely to harbor health hazards such as defective lead paint, failing plumbing, and asbestos insulation.



Source: ACS, 2014 5-Year Estimates



### Home Ownership, by Race



66% of residents in Greater New London own their home, slightly better than the state overall. Significant racial disparities exist, with the frequency of home ownership twice as high among Whites in the area compared to all other races. While much of this disparity can be attributed to the concentration of wealth among Whites, it remains possible that discrimination in the real estate and financing markets exist that make it more difficult for

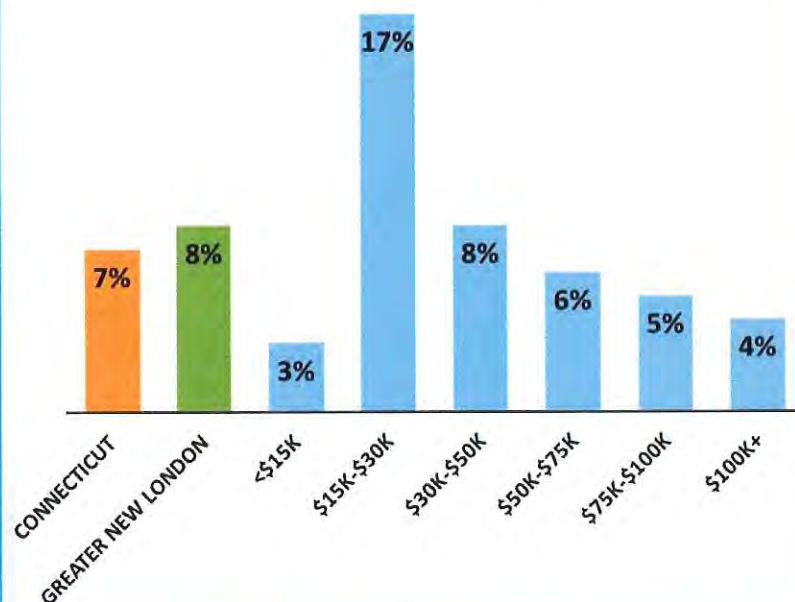
Source: 2015 Wellbeing Survey

racial minorities to purchase a home.

## Housing

Housing stability is fairly strong in the region, with only 1 in 12 residents in the Greater New London area having lived in their home for less than one year (about the same as the state overall). With the exception of those earning less than \$15,000 per year—who enjoy the highest level of housing stability (likely due to high levels of occupancy in subsidized housing), as income decreases, so does housing stability. About 1 in 6 people earning between \$15,000 - \$30,000 have lived in their current home less than one year—twice the overall rate.

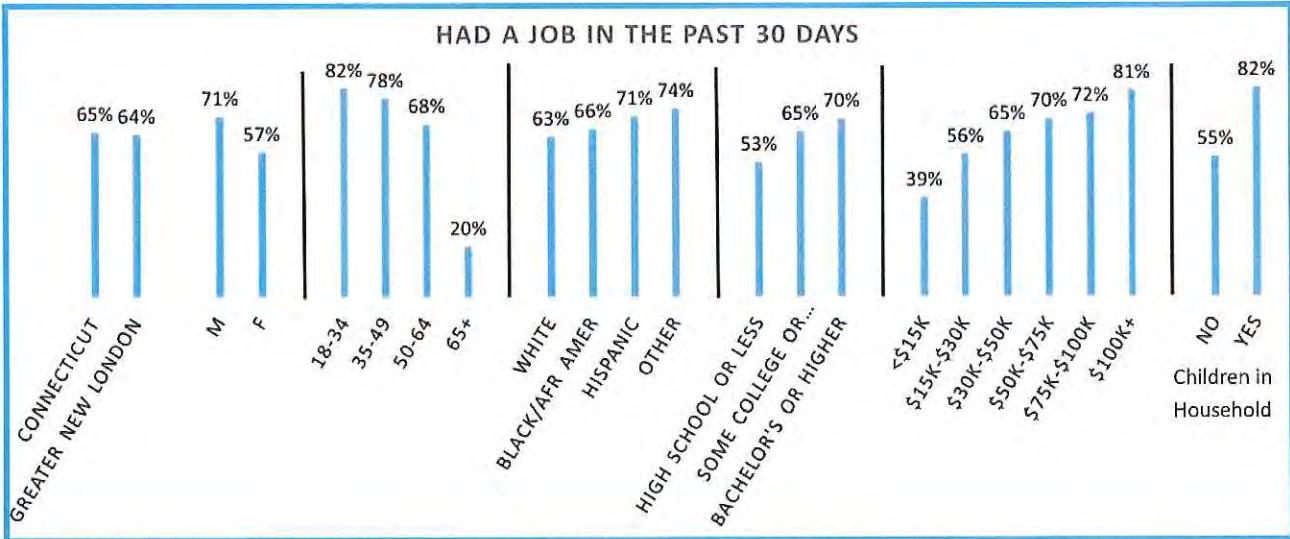
### Lived at the Same Address for Less than 1 Year, by Income



Source: 2015 Wellbeing Survey



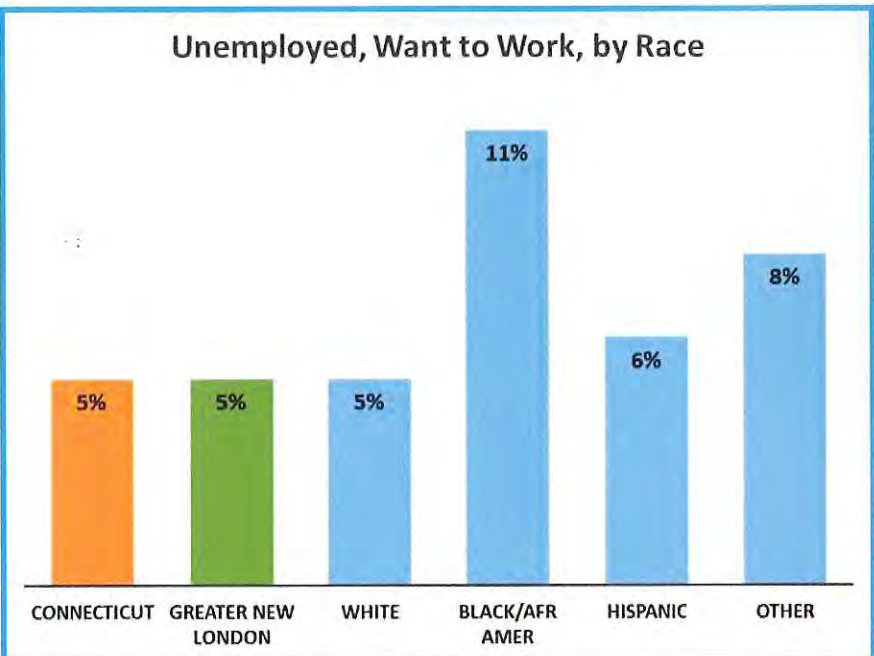
Having a steady job with good wages impacts health in a number of ways and provides more than just income. Employment often comes with benefits such as healthcare, retirement benefits, and support and paid time off to accommodate family needs. On the opposite end, losing a job or being unable to find work is associated with a number of negative health consequences including stroke, heart attack, heart disease, and arthritis (Robert Wood Johnson Foundation). While the overall employment rate for Greater New London is on par with the state's, the picture is much different for certain segments of the population.



Source: 2015 Wellbeing Survey

## Employment

“Real unemployment” is the term used to reference the portion of the population who are unemployed but would like to be working. The real unemployment rate in Greater New London is the same as the state overall (5%) but racial disparities exist in our community.

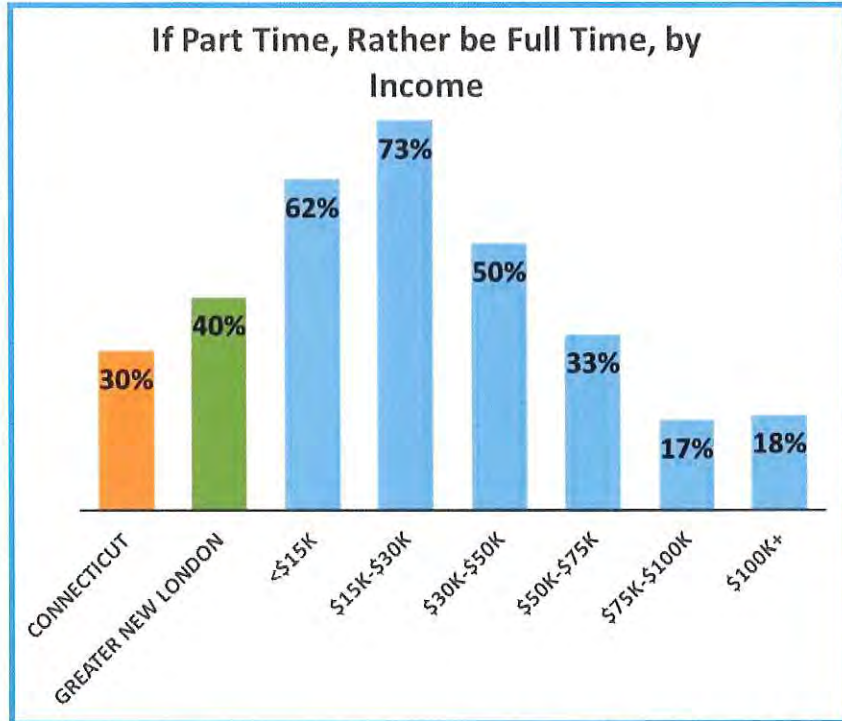


Source: 2015 Wellbeing Survey

The real unemployment rate among Blacks is more than twice that of Whites. (Wellbeing Survey)



Overall, 69% of residents of the Greater New London area who are employed are full time, compared to 77% in the state. Of those who are part time, 40% would rather be full time, compared to 30% in the state. Both are troubling statistics that suggest the availability of full time jobs in the area is far from being robust enough to meet the needs of residents.

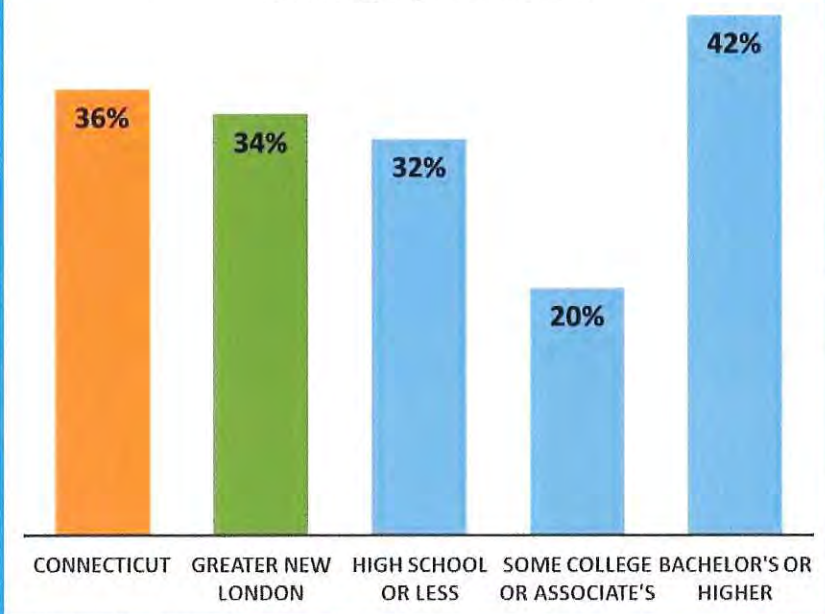


Source: 2015 Wellbeing Survey

## Employment

In the Greater New London area, only 1 in 3 residents rated the ability of people to get suitable employment as good or excellent, highlighting the perception among residents, even among some who are employed, that good jobs in the area are hard to come by. (Wellbeing Survey)

### Unemployed Needing More Education or Training, by Education

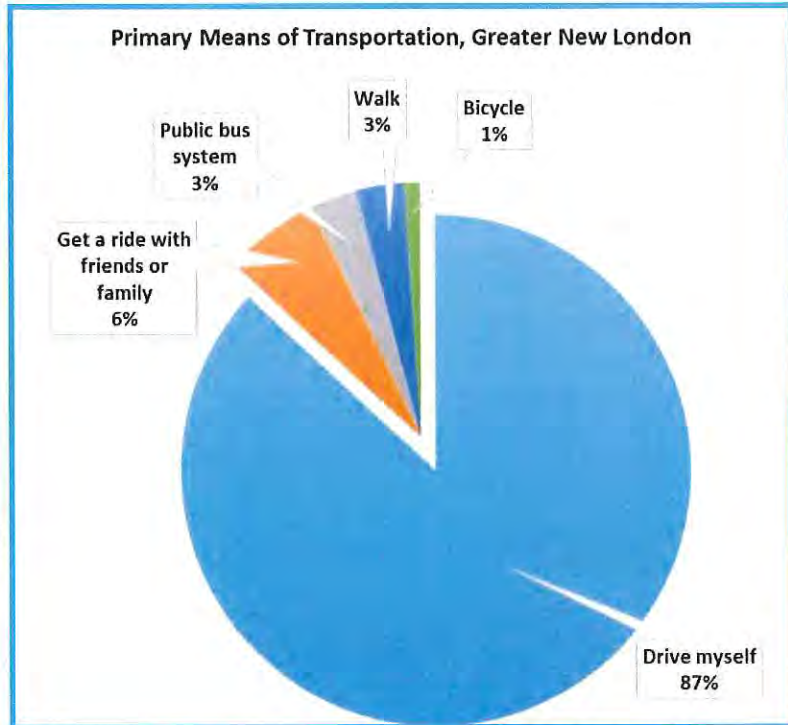


For those who are unemployed, 1 in 3 say they need additional education or training, about the same as the state overall. Interestingly, the group that more frequently said they required more education or training to get a job were those who already had a bachelor's degree or higher.

Source: 2015 Wellbeing Survey



Transportation impacts health both directly and indirectly. Injuries and fatalities from traffic accidents affect the health of a community, and pollution from the burning of petroleum products for fuel exacerbates chronic lung diseases. Additionally, transportation infrastructure often cuts off low income neighborhoods from the rest of their communities, isolating groups of people and making it difficult to access the goods and services necessary to live healthy lives.



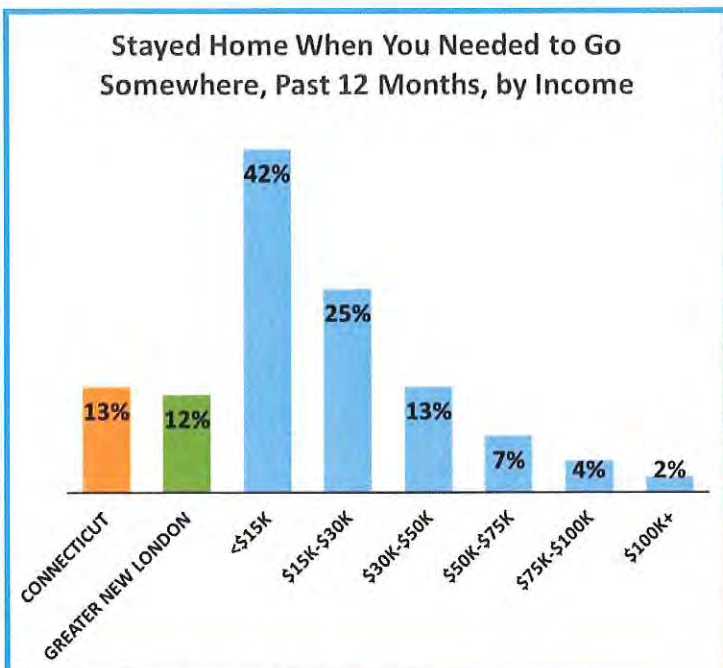
Source: 2015 Wellbeing Survey

## Transportation

The vast majority of residents, almost 9 in 10, drive themselves as their primary means of

Focus group and web survey participants repeatedly cited the need for more and better public transportation, bike lanes and pedestrian-friendly roads when asked about their vision of a healthy community.

transportation. But only about half of those earning the least, under \$15,000 per year, drive themselves, with 1 in 5 reporting never or almost never having access to a car. 1 in 4 people of low income report using buses as their primary means of transportation. 2 in 5 residents earning less than \$15,000 per year reported having to stay home when they needed to go somewhere in the past 12 months, nearly 4 times the rate of the Greater New London area and the state overall. Even those earning slightly more, between \$15K-\$30K per year, reported having to stay home at nearly twice the rate compared to the region and state.



Source: 2015 Wellbeing Survey

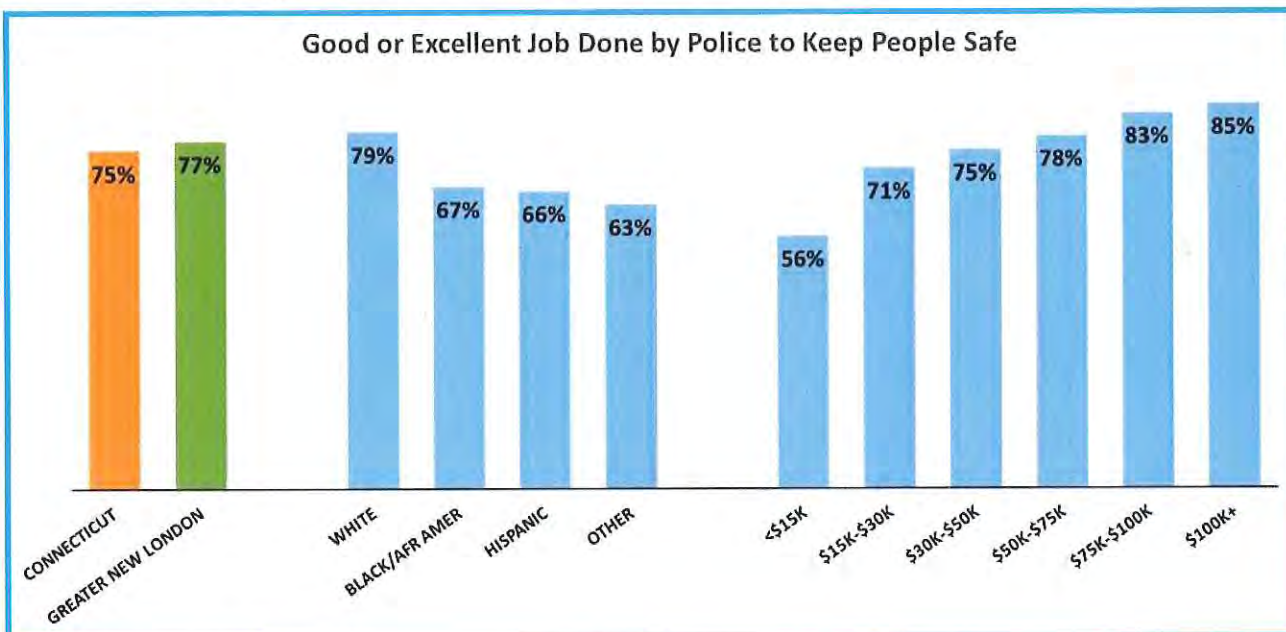


Having safe neighborhoods encourages residents to participate in a number of healthy activities, including socializing with neighbors, engaging in outdoor physical activity, and frequenting local businesses. On the flip side, when public safety is poor, residents are less likely to be outdoors in general or participate in other healthy activities. In addition, living in an unsafe neighborhood can contribute to the development of stress-related health conditions.

The total index crime rate for New London County in 2014 was 1,833.6 per 100,000 persons, slightly lower than the state rate overall. The leading crime reported, accounting for about 68% of all offenses, was larceny, or the theft of personal property. While the index crime rate has declined over the last 5 years in the county, the rate of larcenies has remained stable. Some in local law enforcement suggest that this could be related to the actions of residents struggling with addiction to heroin and other opiates who engage in theft, often from friends or family, in order to pay for drugs to feed their addictions.

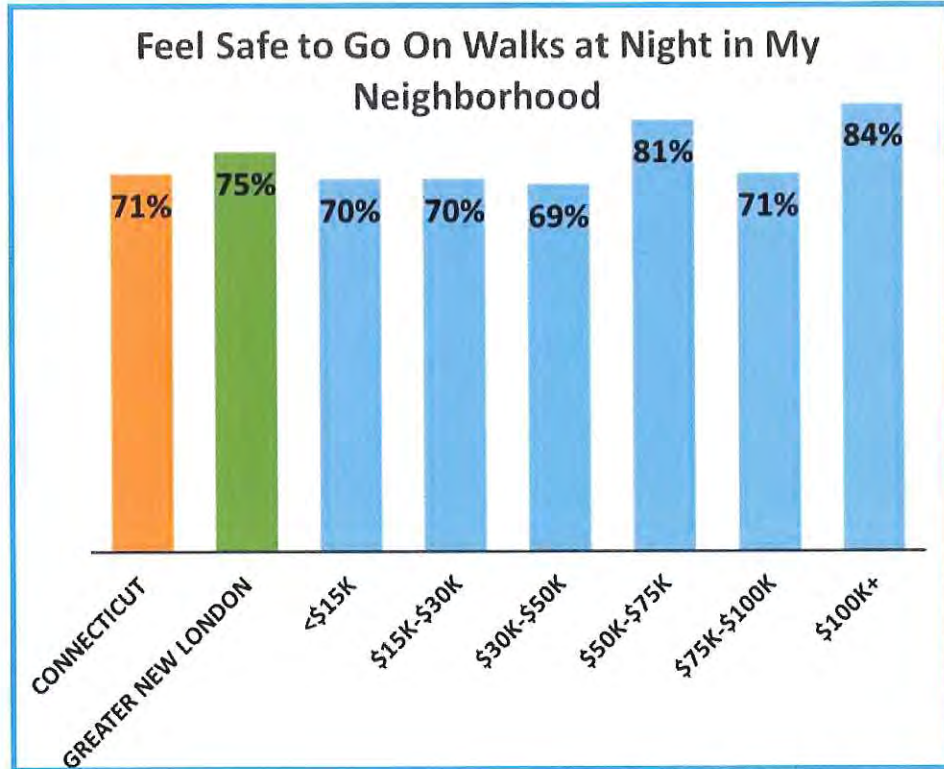
## Public Safety

In general, people in the Greater New London area feel that the police are doing a good or excellent job keeping residents safe. However, that perception is less favorable among racial minorities and people with lower incomes.



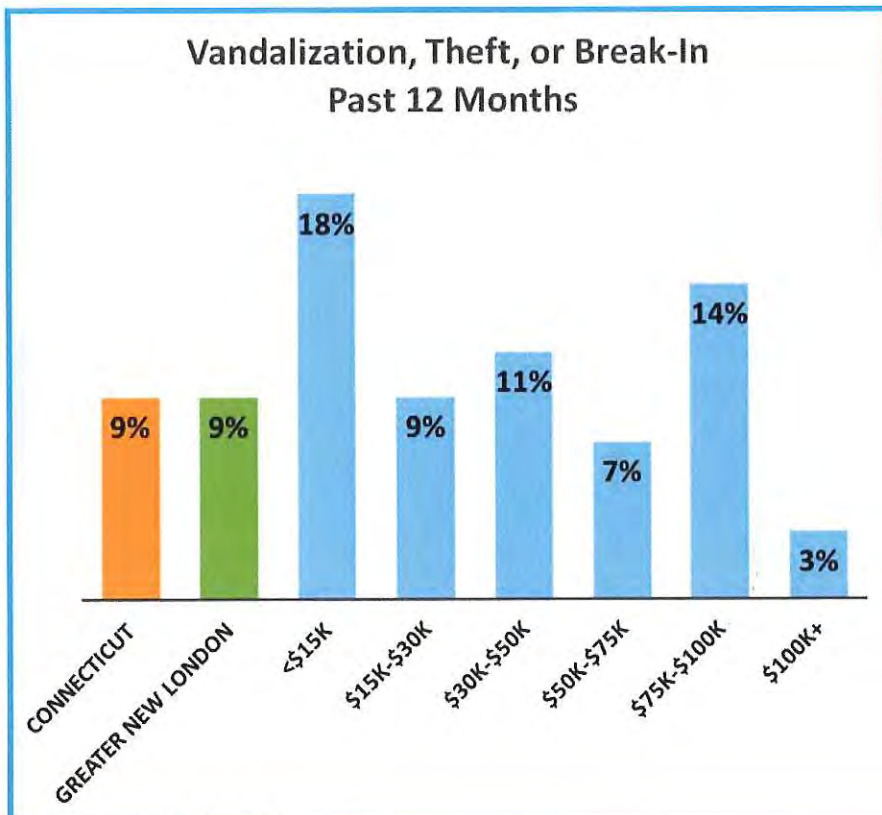
Source: 2015 Wellbeing Survey

75% of all residents in Greater New London reported feeling safe to go on walks in their neighborhood at night, slightly better than the state overall. Hispanics, however, were far less likely to report feeling safe. Disparities also exist between income groups.



Source: 2015 Wellbeing Survey

Public Safety

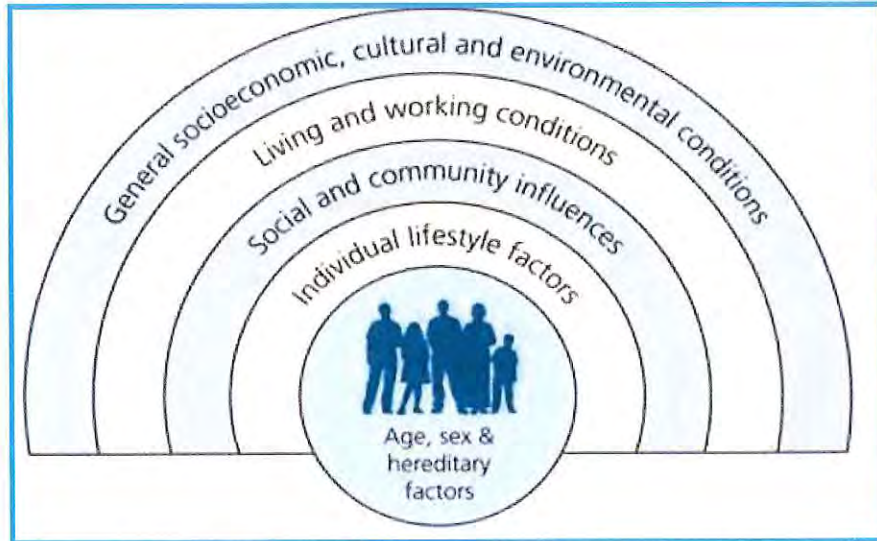


While the overall rate of experiencing vandalism, theft or break-in in the past 12 months for Greater New London is equal to the state, significant disparities exist between income groups.

Source: 2015 Wellbeing Survey



Having a strong social support system and feeling connected to a community can be a protective factor for both physical and mental health. Dahlgren and Whitehead's Social Model of Health and others hold social and community influences above individual lifestyle factors and genetics. Overall, most residents of Greater New London report they have friends or relatives they can count on for help, although the rates among Hispanics (89%) and those making less than \$15k per year (77%) were lower than among other groups.

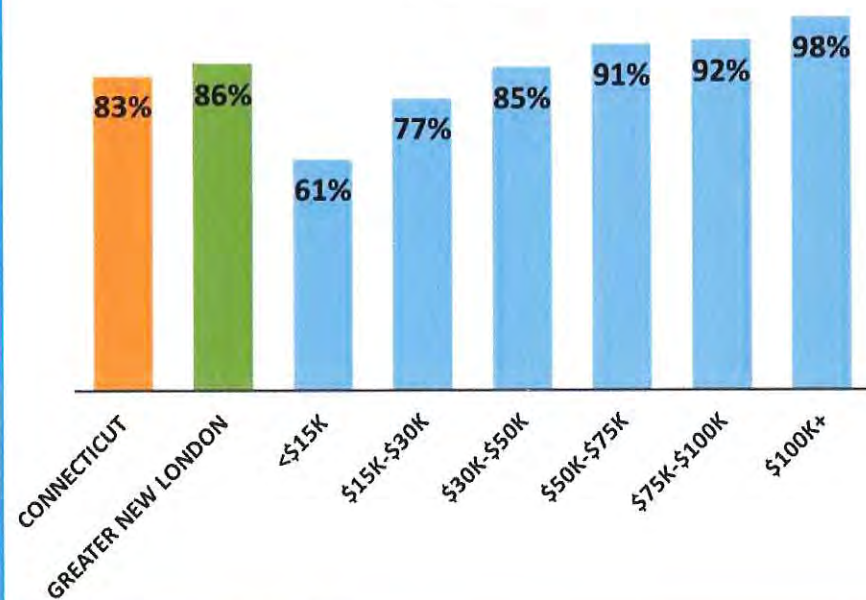


Source: Dahlgren G, Whitehead M. 1991. Institute for Futures Studies.

Among survey respondents, there was a direct relationship between income and identifying positive role models for children in town, with only 63% of those in the lowest income bracket responding that there are role models compared with 84% of those in the highest bracket. (Wellbeing Survey)

## Social Cohesion

### People in This Neighborhood Can Be Trusted



Substantially fewer people in the lowest income bracket reported that they trusted people in their neighborhood; this may be related to the higher rate of experiencing vandalism, theft or break-in in the past 12 months among this same group.

Source: 2015 Wellbeing Survey



# Health Systems and Access to Care



In CT, local public health departments differ significantly in size and structure. LLHD is a health district as defined in Connecticut General Statutes; the organization has a full time Director of Health and serves as the health department for the Town of East Lyme, the Town and City of Groton, the Town of Ledyard, the City of New London and the Town of Waterford. LLHD’s counterpart to the north is Uncas Health District, which counts Montville—part of the L+M primary service area and thus this report, as one of its 9 member municipalities. The other towns included in this report—Lyme, North Stonington, Old Lyme, and Stonington, have what is referred to as “part time” health departments. These stand alone health departments are incorporated into the municipal structure and, while they may have one or more full-time employees, have a part time Director of Health. In addition, the Mashuntucket Pequot and Mohegan Tribal Nations, which border the towns in the L+M service area, have their own health departments.

L+M Hospital, founded in 1912, is a 280 bed not-for-profit community hospital located in the city of New London, CT. The hospital served a total of 464,834 people in fiscal year 2015. 66.4% had government-sponsored insurance such as Medicaid, Medicare or Tricare while another 5,578 of

## Public Health and Healthcare Infrastructure

those patients treated reported to be

self-pay/uninsured. The hospital currently offers a wide range of inpatient, outpatient, and clinical services onsite, and gives back millions of dollars worth of community benefits services each year. In addition to providing outpatient and acute care services through L+M Hospital, the L+M Healthcare system includes primary and specialty care services delivered through the L+M Medical Group, the L+M Cancer Center, the Visiting Nurse Association of Southeastern Connecticut, and Westerly Hospital in southwestern Rhode Island.

A community’s public health infrastructure or system includes “all public, private, and voluntary entities that contribute to the delivery of essential public health services within a jurisdiction” (CDC). As the community hospital and one of the local health departments, L+M and LLHD constitute significant parts of the public health infrastructure in Greater New London, but the list of organizations and individuals who make up the whole is endless.

The area is served by three Federally Qualified Health Center locations—United Community and Family Services and the Groton and New London sites of Community Health Center, Inc. Both organizations provide primary and specialty care, including oral and mental health care, on a sliding fee scale to those without insurance. Together, they serve as the primary source of medical care for many of the area’s Medicaid beneficiaries.



Child and Family Agency of Southeastern Connecticut joins United Community and Family Services and Community Health Center, Inc. in providing both primary and mental healthcare to children at area schools through School Based Health Centers. These clinicians work hand in hand with school nurses and primary care providers to support the health and wellbeing of area school children.

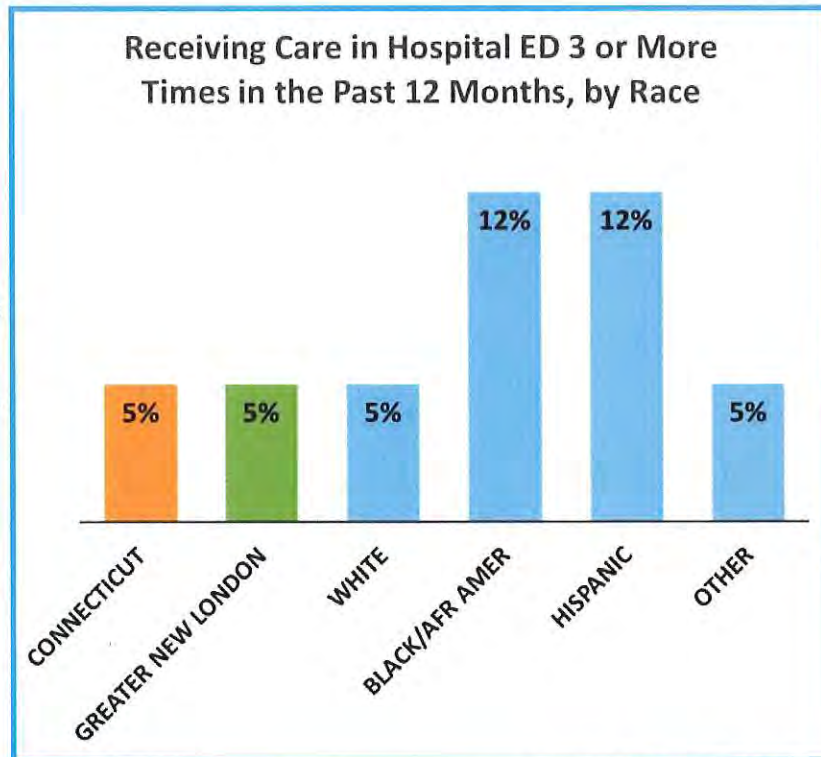
These public health and medical professionals are joined by countless social service agencies, schools, municipal departments, economic development organizations and advocacy and support groups who deliver services and support that impact health.

## Public Health and Healthcare Infrastructure

Stakeholders in the Local Public Health and Healthcare Infrastructure



Emergency Department (ED) utilization has increased dramatically in the last decade, resulting in longer wait times and a higher cost of care. Frequently these visits are for routine healthcare that would be better addressed within a community, primary care setting. Insurance status is associated with patterns of ED use and the most often cited reason for the ED visit is seriousness of medical issue, according to the National Health Statistics Report (Feb 2016). National studies have demonstrated that people living



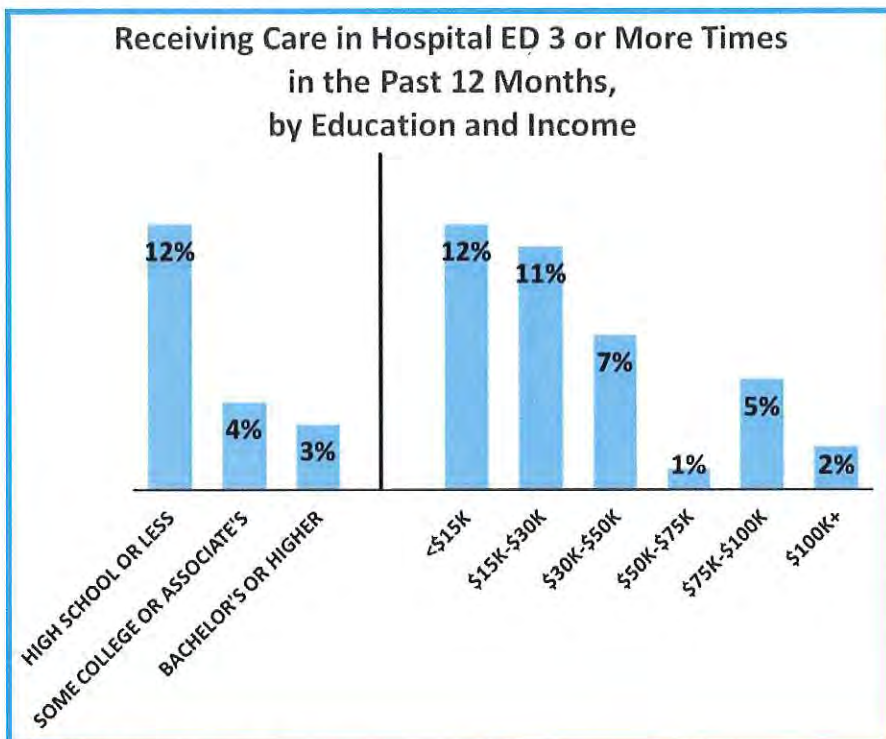
Source: 2015 Wellbeing Survey

in poverty and non-Hispanic Black and Hispanics are more likely to visit an ED more than once during a year. That disparity is evident locally, where Black and Hispanic

residents are more than twice as likely as Whites to have received care in the ED 3 or more times in the past 12 months.

## Emergency Department Use

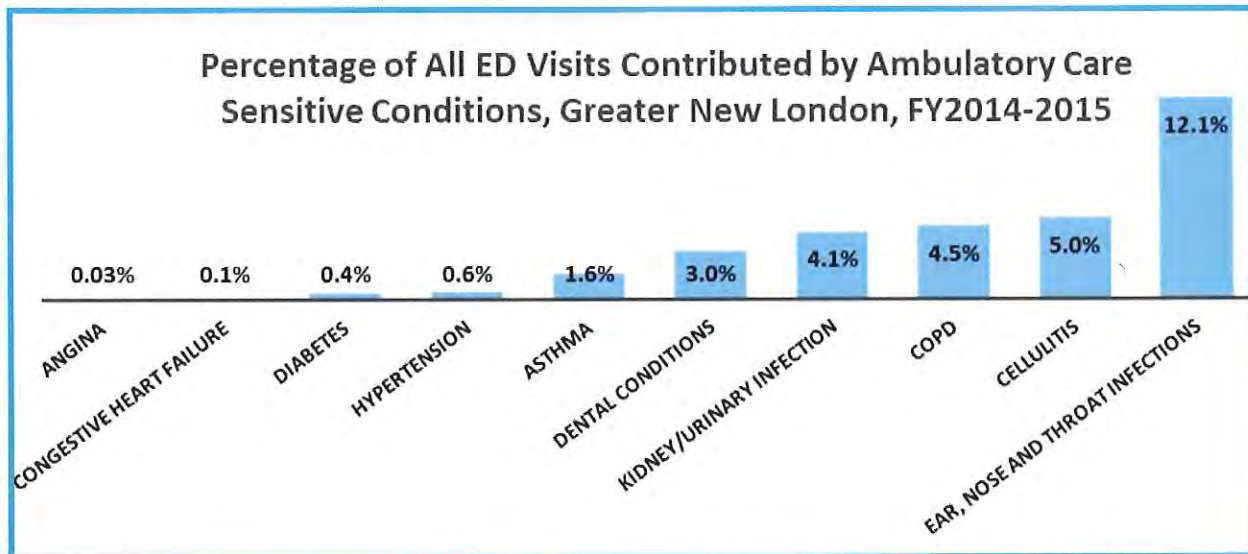
ED utilization is also closely linked to insurance status with Medicaid beneficiaries the most likely to have multiple ED visits. In Greater New London, frequent use of the ED decreases as education and income increase.



Source: 2015 Wellbeing Survey



At times residents access care through the emergency department for conditions that would be better addressed in another setting. In 2015, 31.5% of all ED visits by residents of Greater New London were for ambulatory care sensitive conditions—health concerns that require care but are typically not emergency situations.



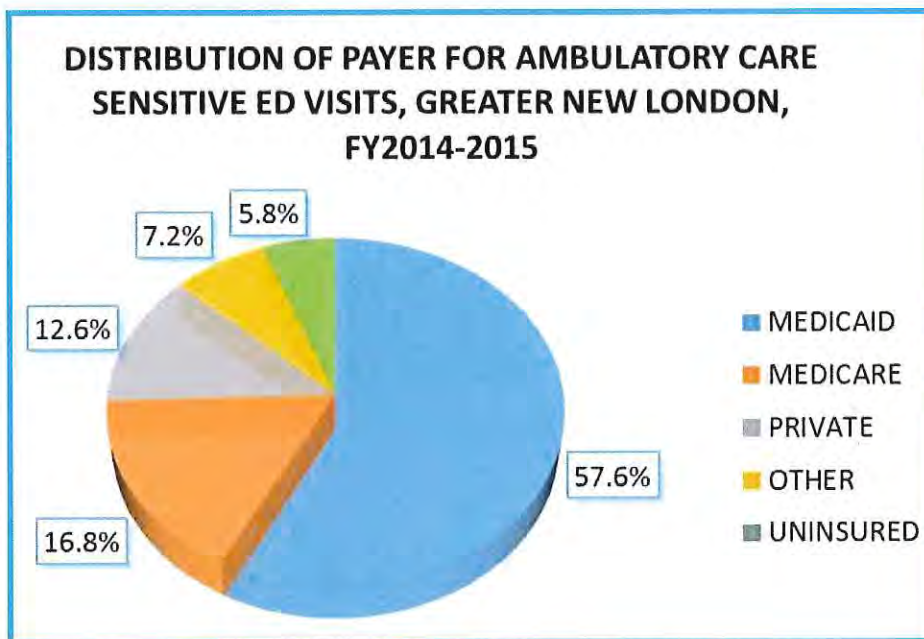
Source: Connecticut Hospital Association

## Emergency Department Use

Ear, nose and throat infections ranked as the most frequent ambulatory care sensitive condition, followed by cellulitis, COPD and kidney/urinary infection.

While some of these visits occurred during the overnight and early morning hours, 55.7% of them were between 8am and 5pm, when care is typically available in a provider’s office. The association between

insurance status and ED use is evident in the data regarding ambulatory care sensitive conditions as well; 57.6% of these visits were among Medicaid beneficiaries. The fact that so many visits occur during daytime hours and are among this group could be indicative of local Medicaid beneficiaries having difficulties accessing primary care services.

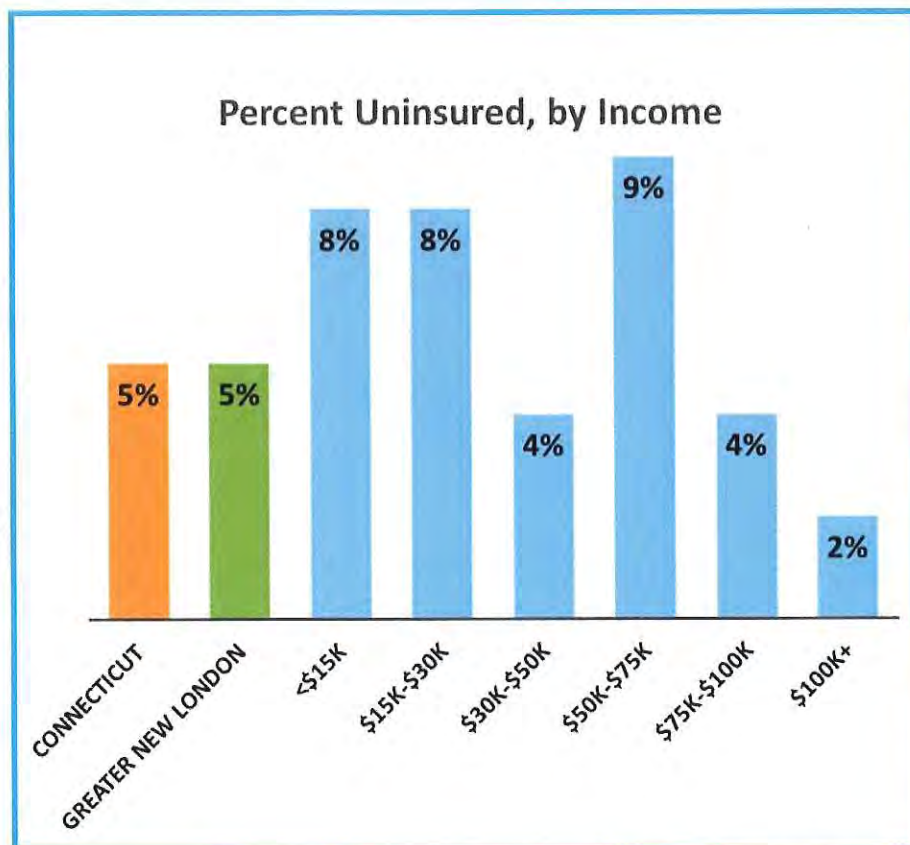


Source: Connecticut Hospital Association



Having health insurance is one important part of accessing quality healthcare. In the fall of 2015, following the implementation of the Affordable Care Act but before the first tax penalties for lack of insurance were assessed, 5% of residents in Greater New London reported being uninsured.

That rate was higher among those making



Source: 2015 Wellbeing Survey

## Health Insurance

under \$30,000 per year and among those making \$50,000-\$75,000. Residents in lower income brackets are less likely to have access to employer-sponsored plans but may make too much to qualify for Medicaid coverage.

In 2016, approximately 8,700 parents across the state will lose Medicaid eligibility; a University of Massachusetts study estimated that out-of-pocket costs for these residents, who make 138-155% of the federal poverty level, will increase by \$1,200 a year (Connecticut Health Foundation).

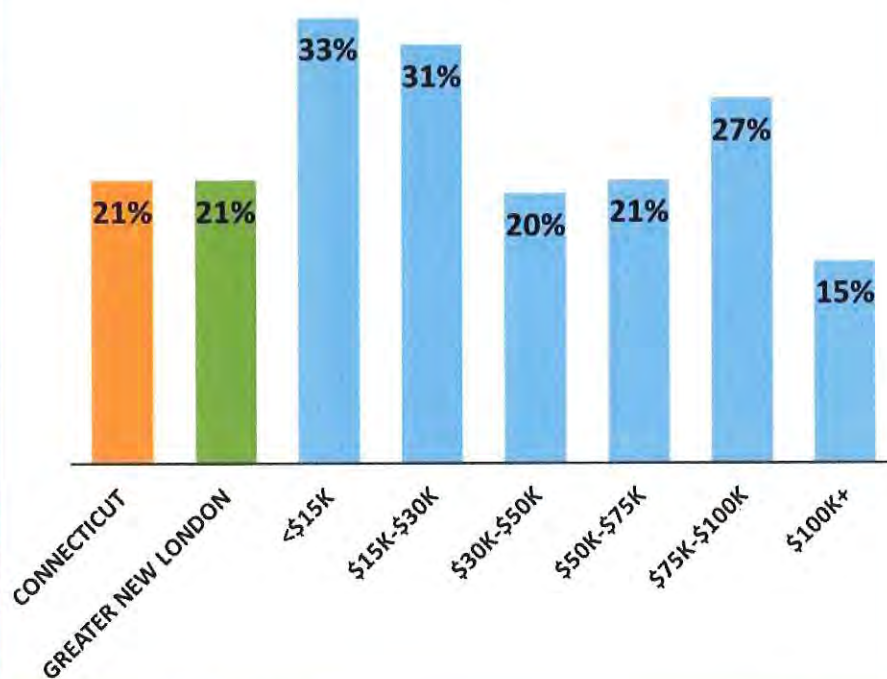
This disparity may, unfortunately, increase in coming years as recent changes to the income caps for Medicaid qualification in Connecticut are rolled out. In 2015, one group of parents lost Medicaid eligibility and in 2016, a second, larger group will lose Medicaid when their transitional benefits expire. The CT Department of Social

Services has reported that of those who did not continue to be eligible for Medicaid, only 27% enrolled in a qualified health plan through Access Health CT; 44% of those who did enroll experienced a gap in coverage (Connecticut Health Foundation).

Possessing health insurance does not guarantee access to healthcare. There remain numerous barriers to care which result in individuals not getting the healthcare that they need, postponing necessary care, or needing to sacrifice other basic needs in order to get care. Barriers to care are more pronounced among those in the lower income categories, are associated with insurance status, cost of care, and availability of care at convenient times, and can be insurmountable. Access to medical specialists (orthopedics, gastroenterology, dermatology and others) for lower income and publicly insured individuals is particularly limited locally. Medical provider cultural competence also impacts access to care for people for whom language, literacy, sexual orientation, gender identity, and/or personal history (past trauma, domestic violence, previous negative experiences with medical providers, etc.) are factors. Impaired access often results in delayed care leading to an exacerbation of chronic conditions, increased ED use and hospitalizations, and premature mortality.

## Barriers to Care

**Percent Delaying Necessary Care, Past 12 Months, by Income**

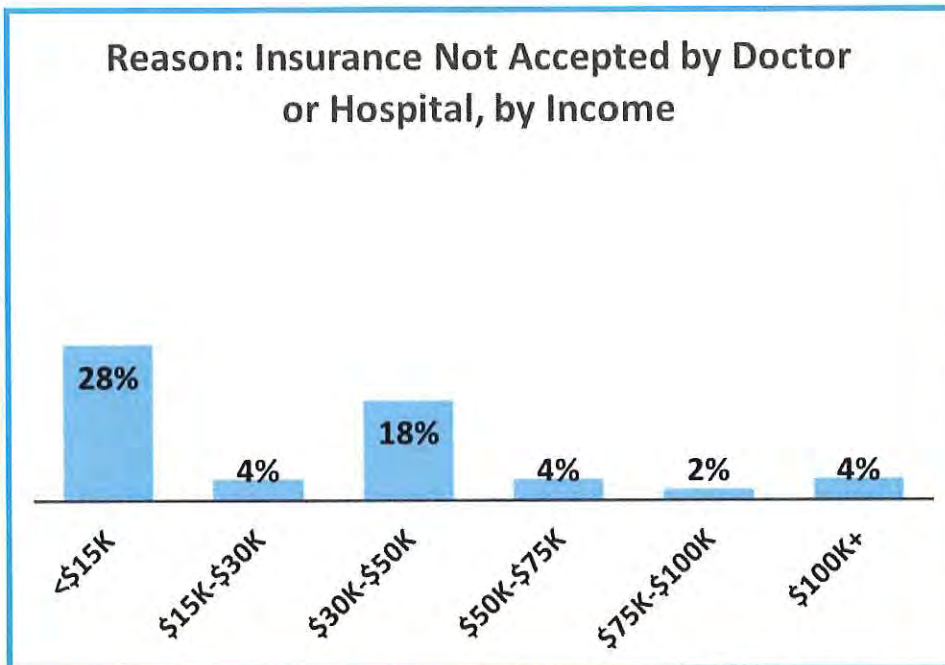


According to the 2015 Wellbeing Survey, one-third of respondents with incomes below \$15,000 indicated that in the last 12 months they delayed receiving necessary care.

Source: 2015 Wellbeing Survey



Respondents who indicated they delayed care where asked if they did so because their insurance was not accepted by a doctor or hospital. More than a quarter of the <\$15,000 income group responded that they had. Availability of medical providers, particularly

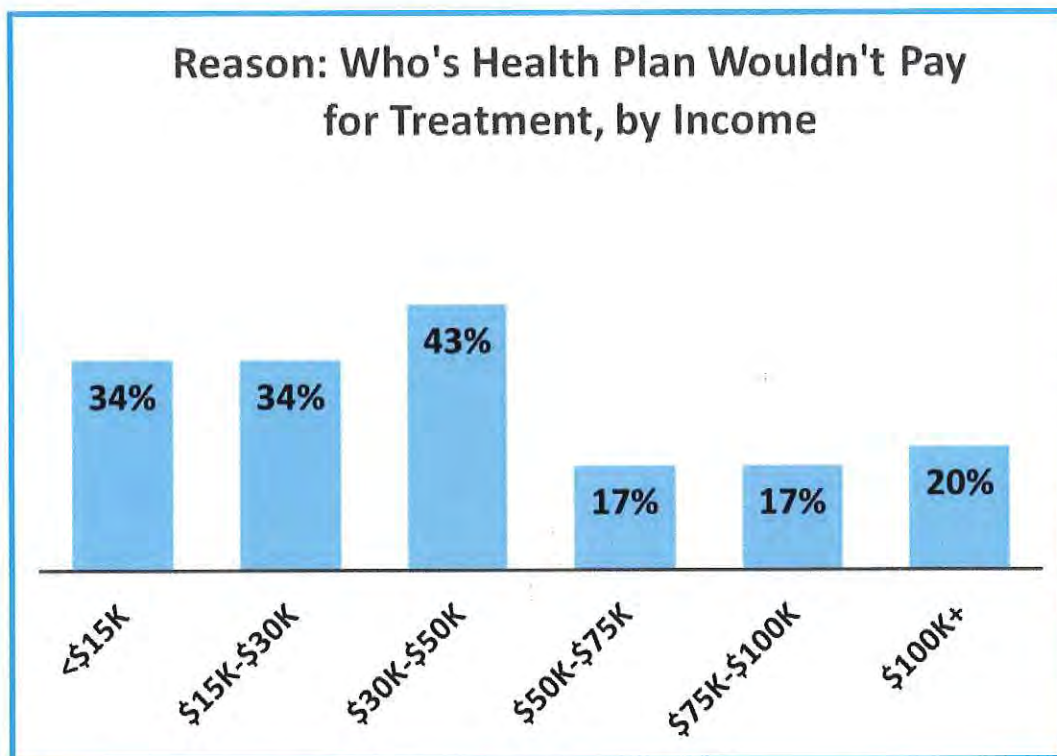


Source: 2015 Wellbeing Survey

providers of specialized care, that will accept uninsured or publicly insured patients is limited in the region. Individuals with public insurance report long wait times for appointments with the providers that do accept their coverage.

### Barriers to Care

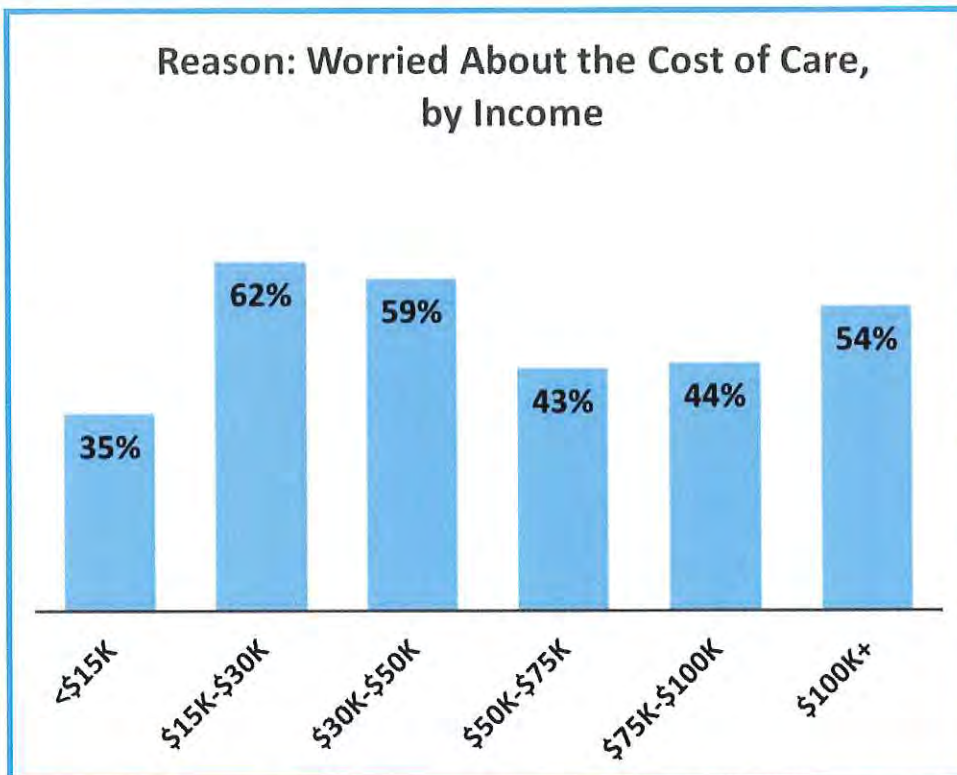
Yet another barrier to care has to do with insurance plan coverage, or lack thereof, of certain



Source: 2015 Wellbeing Survey

treatments. More than 1 in 3 residents in the lowest income groups reported that they did not receive treatment because their insurance would not cover it.

Among those who said they delayed necessary care, concern about cost of care was a evident among all income categories with a slightly higher percentage among the \$15,000 to \$50,000 income categories and slightly lower concern cited in the lowest income category. This may be associated with people transitioning



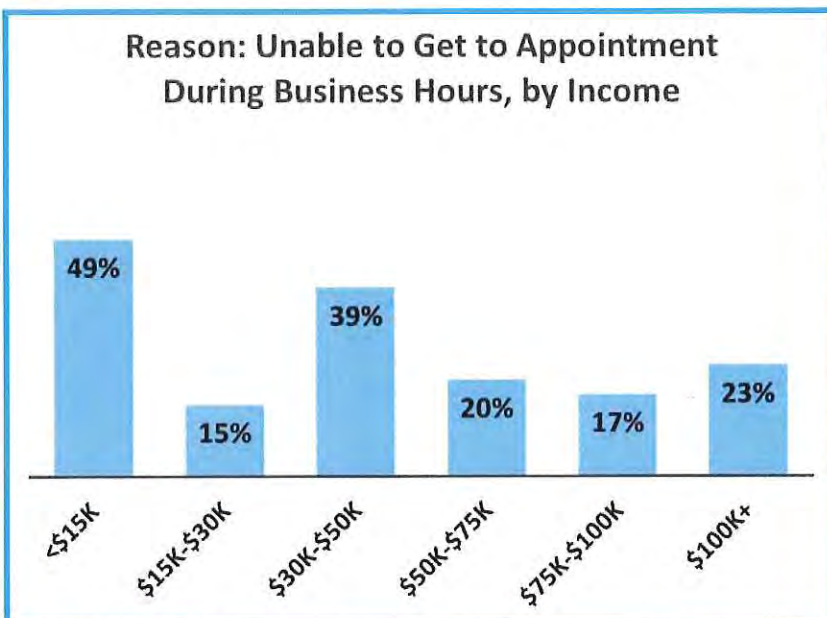
Source: 2015 Wellbeing Survey

### Barriers to Care

from Medicaid to high-deductible health insurance plans (and related increases in out-of-pocket costs) as their income increases above the Medicaid eligibility cap.

Modern economic realities require many to work multiple jobs in order to provide for their families. In addition, lower wage workers typically have jobs that allow less flexibility in schedules and don't provide paid time off for medical appointments. Both of these factors make scheduling

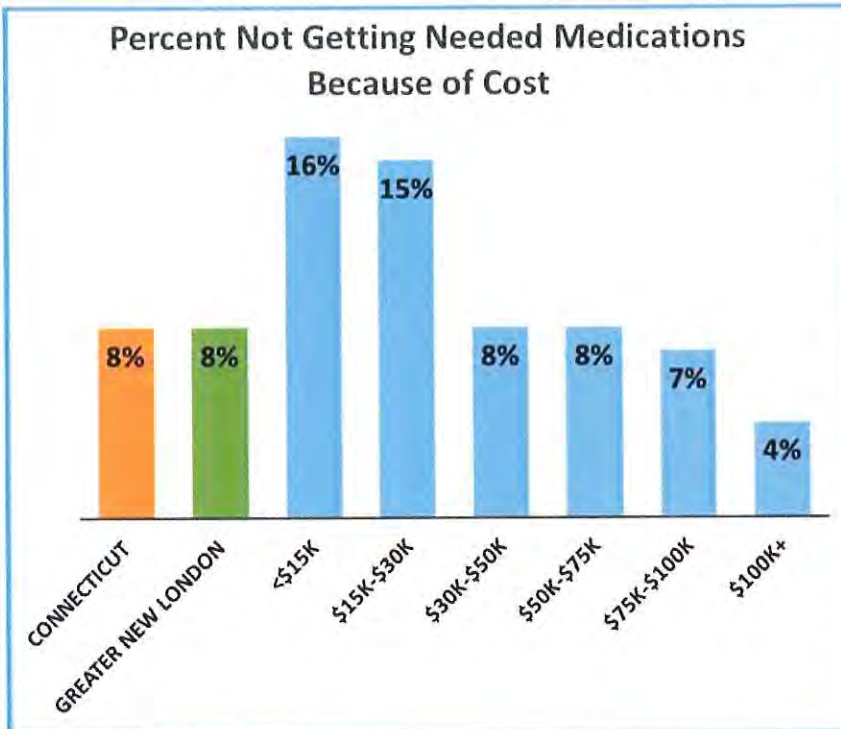
healthcare appointments challenging even as providers have begun to make evening and weekend appointment times available.



Source: 2015 Wellbeing Survey

Half of Wellbeing Survey respondents in the <\$15,000 income group who said they delayed necessary care indicated that they did so due to an inability to attend an appointment during business hours.





Even those who don't delay care may face barriers to complying with medical directives. The cost of prescriptions was cited by 1 in 6 respondents to the Wellbeing Survey in the  $\leq \$15,000$  and  $\$15-\$30k$  income categories as a reason for not getting necessary medications. Deductibles, co-payments, and limited health insurance formularies often dictate whether individuals can or will obtain prescribed medications. These can pose

Source: 2015 Wellbeing Survey

## Barriers to Care

considerable economic strain and, as cited in focus groups, result in people making choices between other basic needs such as food, rent, electricity and their medications.

Patient nonadherence to a medical provider's care plan can have a significant impact on the individual's health as well as ultimately resulting in higher costs of care. It is important for healthcare systems and providers to understand the many intersecting barriers their patients experience in order to appreciate reasons for missed appointments and inconsistent adherence to care plans. Contributing factors include misunderstanding instructions, forgetting, or ignoring healthcare advice in addition to costs, beliefs, attitudes, subjective norms, cultural context, social supports, and emotional health challenges.

Patients must be given the opportunity to tell the story of their unique illness experiences and their financial, housing, transportation and social support situations. Knowing the patient as a person allows the health professional to understand elements that are crucial to the patient's adherence. Provider-patient partnerships are essential in designing care plans; mutual collaboration fosters greater patient satisfaction, reduces the risks of nonadherence, and improves patients' healthcare outcomes.



With a significant coastline and several potential targets for terrorism, southeastern Connecticut faces both manmade and naturally occurring public health threats. An emergency or act of terrorism at one of the local military installations, the Millstone Nuclear Power Plant in Waterford or one of the local Casinos could mean the emergency treatment and/or sheltering of thousands. The potential for significant destruction and widespread evacuation caused by a hurricane or other storm increases with each year as climate change results in shifting weather patterns and rising sea levels.

L+M Hospital, LLHD and Uncas Health District have deep staff capacity in emergency preparedness and regularly participate in regional planning meetings and drills with other partners. LLHD and Uncas Health District each have a Medical Reserve Corps (MRC) - a group of volunteers, some of whom are medical professionals, who train and prepare to respond to public health emergencies.

In 2015, the LLHD MRC organized an Epi-Strike Team, which went door-to-door in select

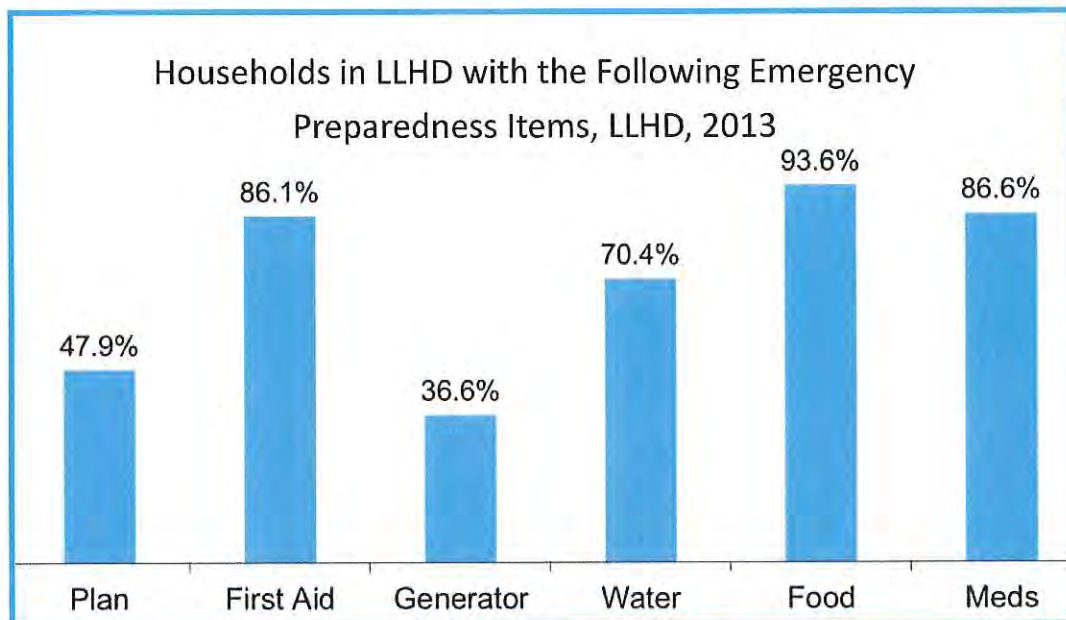
neighborhoods in the region surveying residents about their households' level of preparedness.

### Emergency Preparedness

The neighborhoods were selected to provide a statistical representation of the region using the CASPER Model from CDC.

85.7% of households in LLHD consider themselves "somewhat" or "well prepared" for an emergency. Only 47.9% report having an emergency plan and only 70% report having water for

everyone in the household for 3 days.



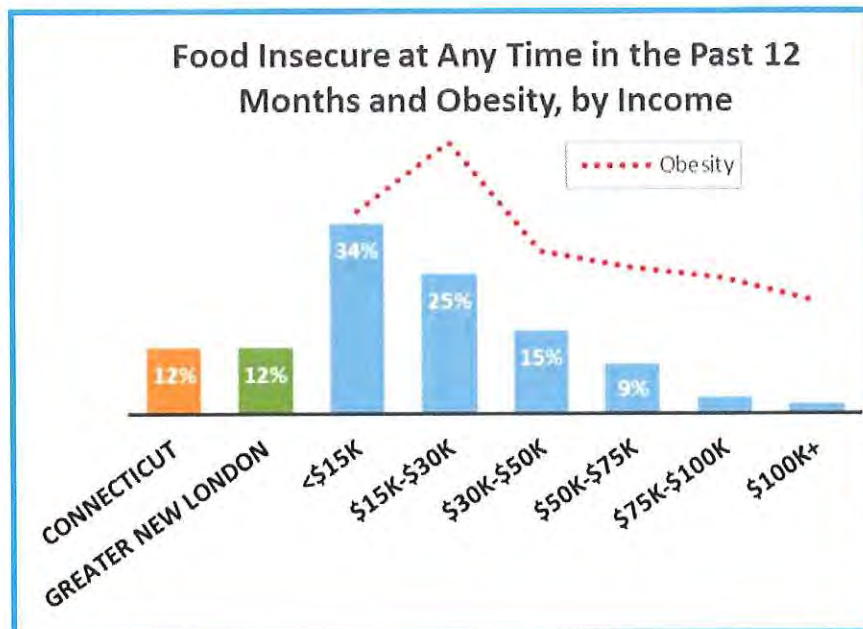
Source: 2015 Wellbeing Survey



# Chronic Disease



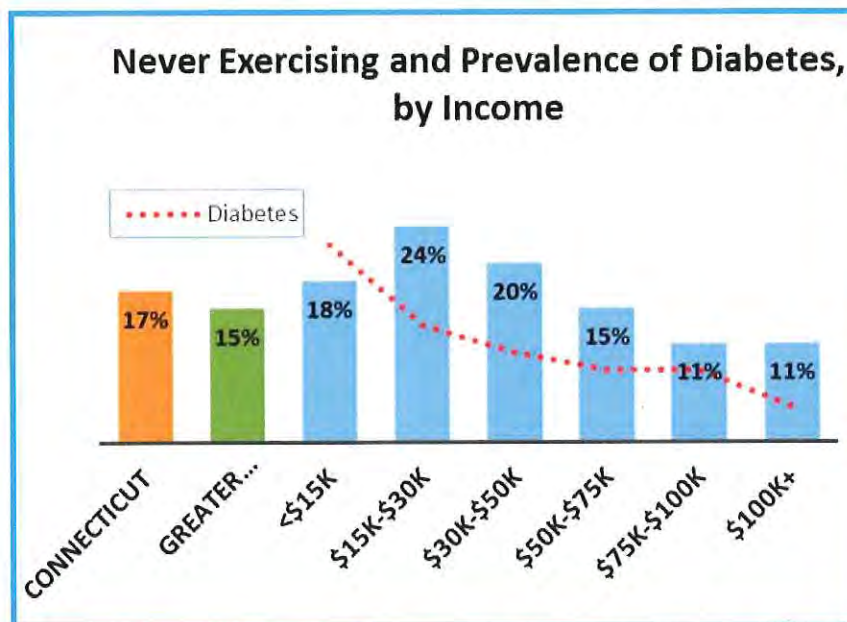
Having inadequate food resources is a risk factor for obesity that disproportionately affects low income residents. The apparent correlation between food insecurity and obesity as seen in Greater New London does not imply causality; they may be instead independent consequences of low income and the resulting lack of access to enough affordable nutritious food or stresses of poverty.



Source: 2015 Wellbeing Survey

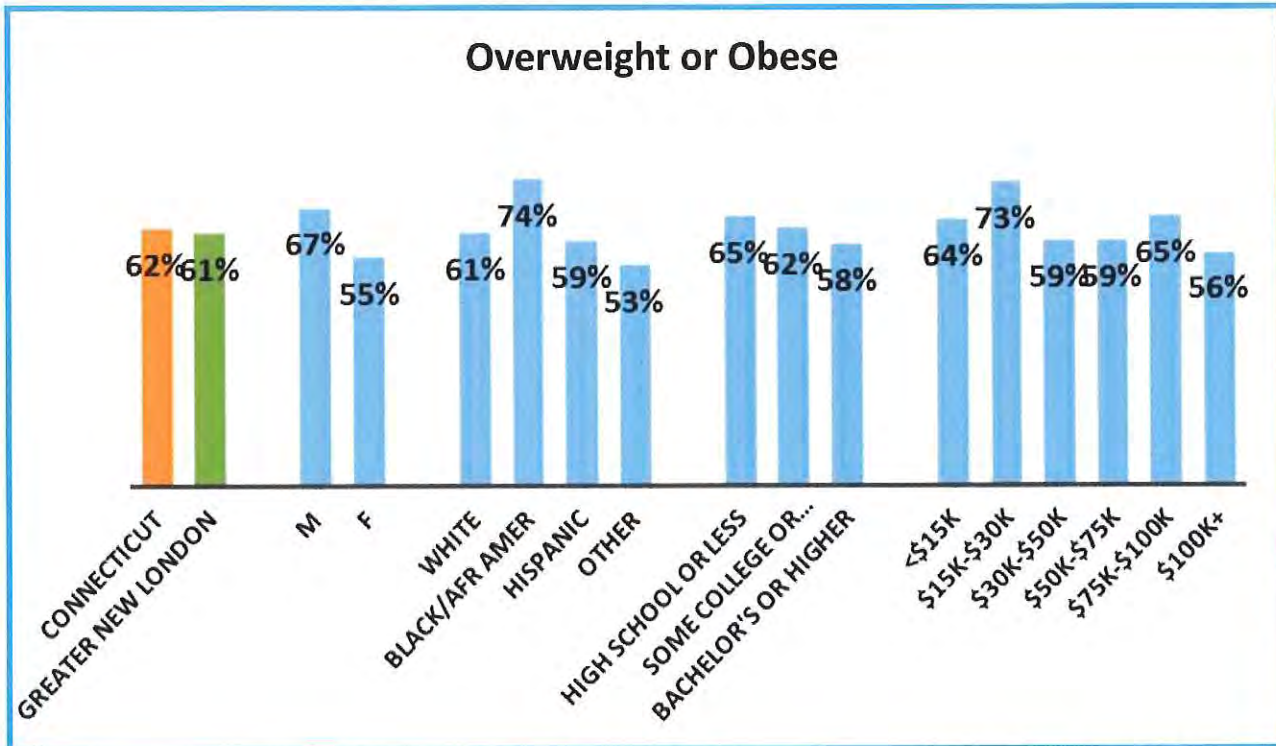
## Risk Factors: Sedentary Lifestyle, Nutrition and Obesity

According to the Harvard School of Public Health, about 90% of type 2 diabetes diagnoses could be prevented if just a few risk factors were eliminated. These risk factors include being overweight, poor diet, smoking, and not exercising. In Greater New London, there is an apparent correlation between never exercising and the prevalence of diabetes. Again, this correlation does not imply causality—they may also be independent consequences of low income and the resulting lack of access to enough nutritious food, safe recreational opportunities, or stresses of poverty.



Source: 2015 Wellbeing Survey





Source: 2015 Wellbeing Survey

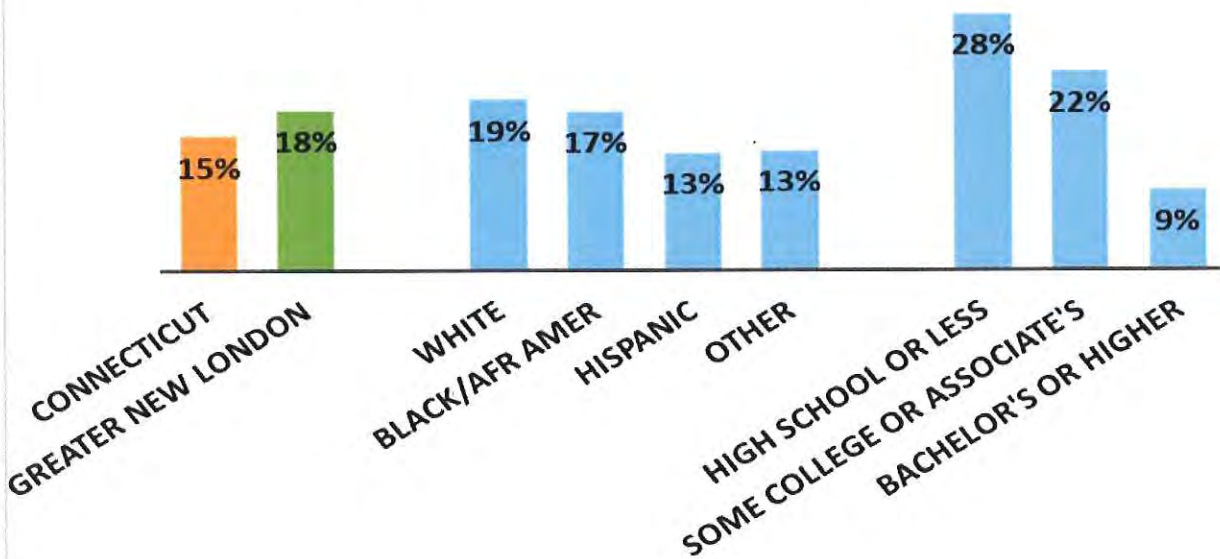
## Risk Factors: Sedentary Lifestyle, Nutrition and Obesity

CDC states that “people who are obese, compared to those with a normal or healthy weight, are at increased risk for many serious diseases and health conditions, including...all causes of death”. Obesity impacts health outcomes from cardiovascular disease

and diabetes to mental health. It carries a heavy economic strain through direct costs related to increased use of the healthcare system to indirect costs like lower productivity in the workplace. Obesity has even been cited as a potential national security issue, with increasing numbers of potential military recruits failing to meet the military’s standards for weight and body fat. In the 2013 Youth Risk Behavior Survey, 13.9% of respondents in CT were overweight and 12.5% obese. There may be several intersecting factors contributing to obesity in the community—including individual genetics and behavior but also inequitable access to affordable healthy food and safe opportunities for physical activity.

In Greater New London, reported obesity is on par with the state with certain sub-populations experiencing higher percentages. Well over half of the population is overweight or obese; higher obesity among the lower income categories may be correlated with limited access to affordable healthy foods. (Wellbeing Survey)

### Smoking Prevalence by Race and Education



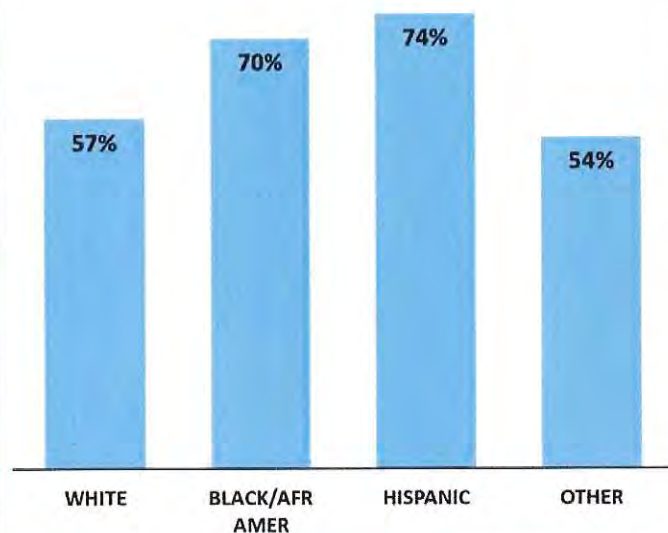
Source: 2015 Wellbeing Survey

### Risk Factor: Tobacco Use

According to CDC, tobacco use remains the single largest preventable cause of death and disease in the United States. Cigarette smoking kills more than 480,000 Americans each year, with more than 41,000 of these deaths occurring from

The smoking rate in Greater New London is higher than in the state overall. There are disparities related to race, education and income. (Wellbeing Survey)

### Quit Attempts by Race



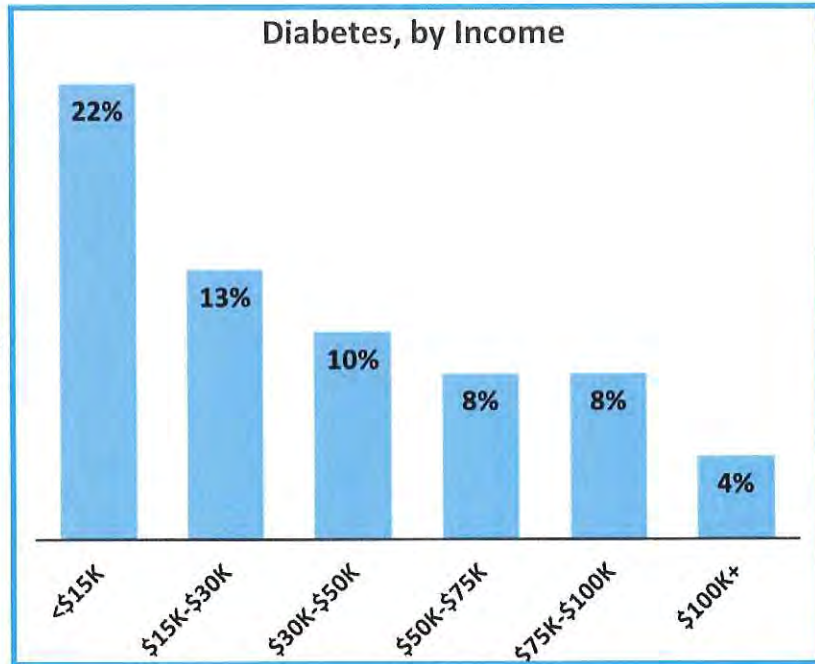
Source: 2015 Wellbeing Survey

exposure to secondhand smoke. In CT, tobacco use is the top cause of heart disease.

Quitting tobacco use has benefits at any age but more if tobacco use is stopped before age 35. On average, smokers make 8-11 quit attempts before success. In Greater New London, there is an apparent association between quit attempts and smoking prevalence with disparities between racial groups; Hispanics have the highest rate of quit attempts and the lowest rate of smoking.



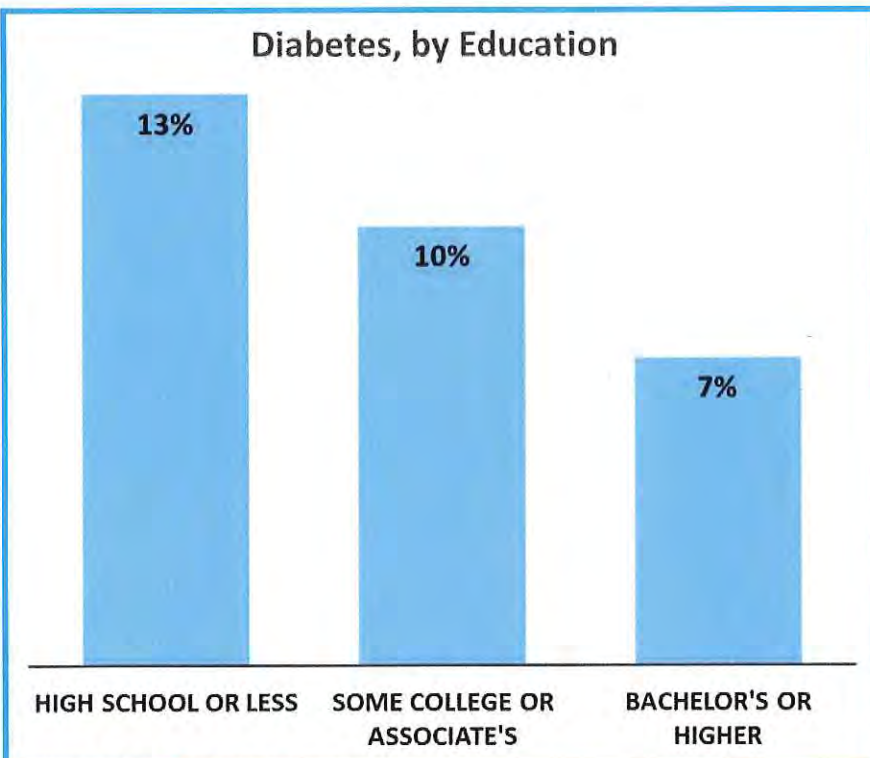
Diabetes affects an estimated 23.6 million people in the United States and is the seventh leading cause of death (CDC). Diabetes can be preventable. Often type 2 diabetes is preceded by pre-diabetes, a condition in which blood glucose is elevated but not yet to the level of diabetes. Regular exercise and modest (5-7% of total body weight) weight loss can dramatically reduce the risk of pre-diabetes progressing to diabetes.



Source: 2015 Wellbeing Survey

## Diabetes

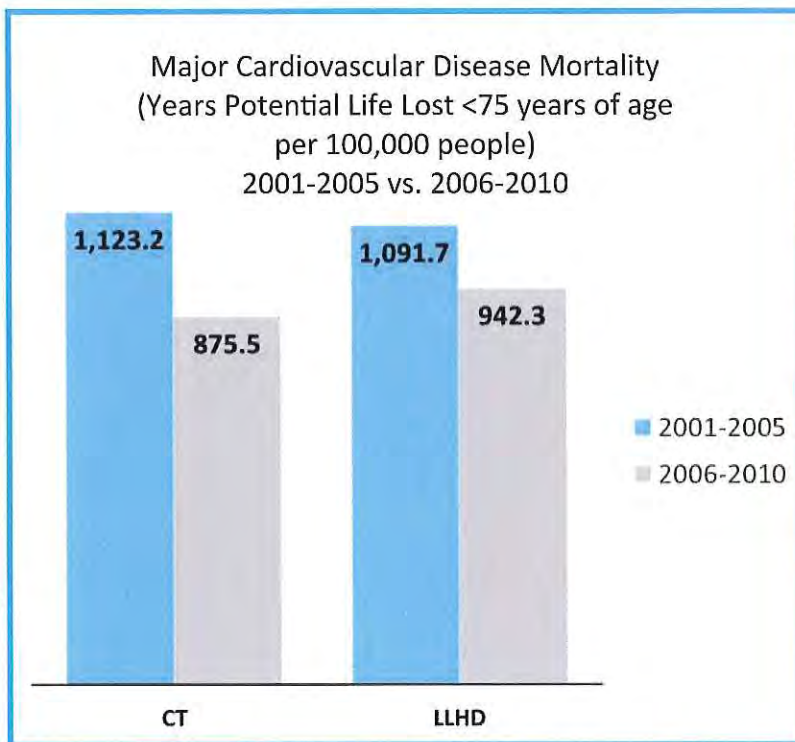
Overall, diabetes prevalence in Greater New London is on par with the state's. However, significant disparities exist by income, race and education. Those in the lowest income



Source: 2015 Wellbeing Survey

categories have experienced the greatest increase in diabetes incidence as well as the most significant impact of the disease. With higher rates of risk factors such as sedentary lifestyle and limited access to healthy foods for lower income individuals, the Wellbeing Survey results are not surprising. National studies have documented correlations with the risk factors to diabetes among those with less formal education.

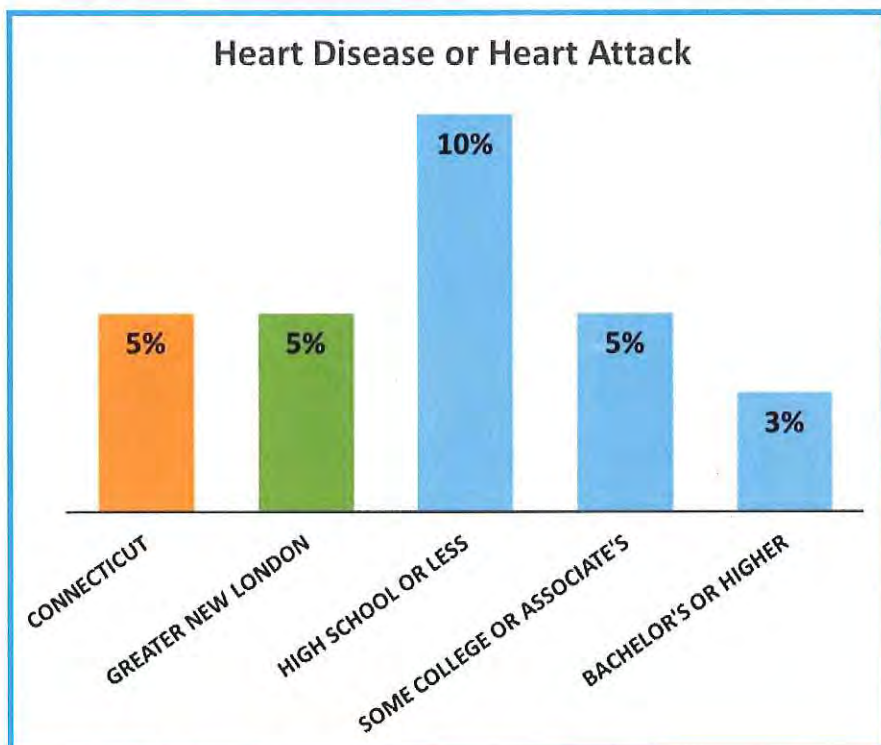
Cardiovascular disease is the leading cause of death for both women and men in the United States. Cardiovascular disease includes several conditions that affect the heart and blood vessels including heart failure, stroke, coronary artery disease, heart attack, and other conditions. Having high blood pressure, high cholesterol, diabetes, or obesity presents high risk for cardiovascular disease. Most cardiovascular



Source: CT DPH

## Cardiovascular Disease

diseases can be prevented by addressing behavioral risk factors such as lack of exercise, poor diet including high consumption of salt, smoking, and excessive alcohol consumption. In the last five years death from major cardiovascular disease decreased in CT; LLHD towns have not kept pace and now rates locally exceed those in CT.



In Greater New London, residents with a high school education or less have experienced heart attack or heart disease at double the rate of the general population. (Wellbeing Survey)

Source: 2015 Wellbeing Survey



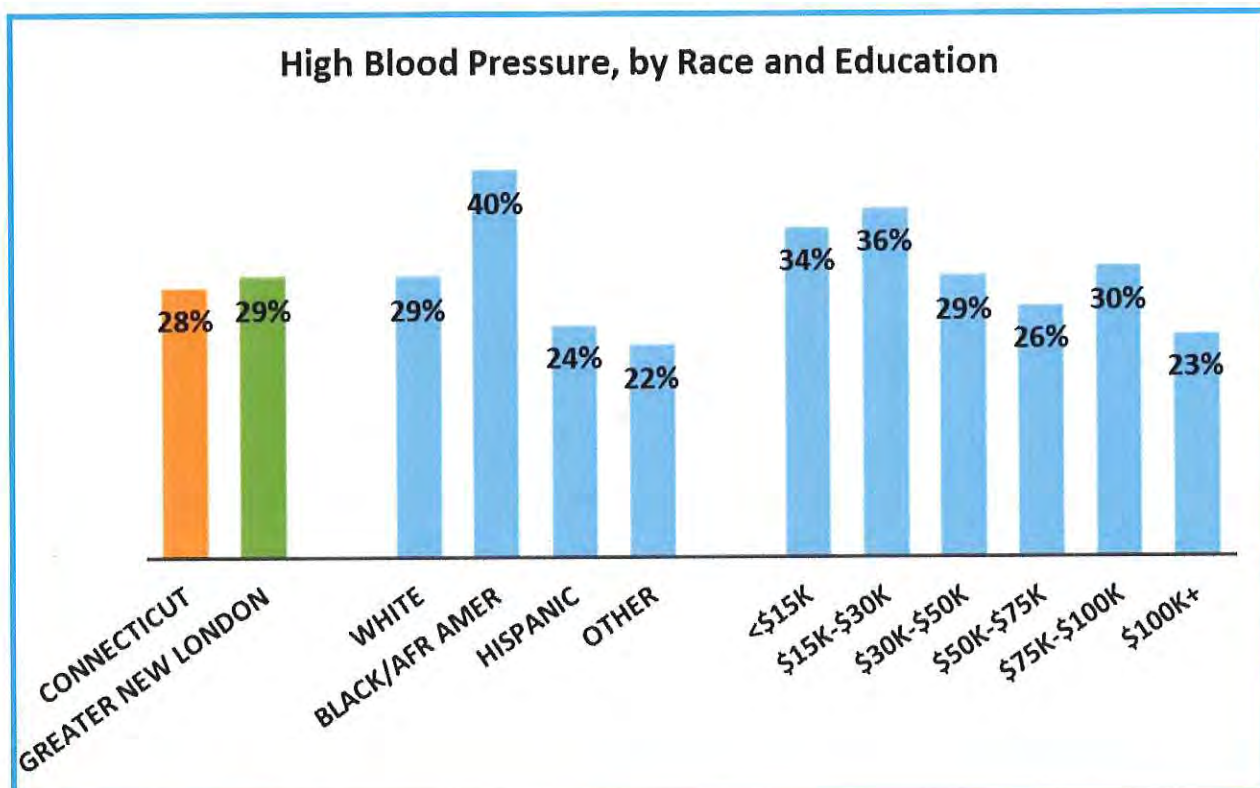
Hypertension, or high blood pressure, is a leading cause of cardiovascular disease and affects nearly one third of U.S. adults. Causes of high blood pressure include behavioral factors as well as environmental and social determinants.

According to CDC, 1 out of every 3 adults in the U.S. have high blood pressure and only about half have their condition under control. Another 1 in 3 American adults have pre-hypertension, defined as blood pressure that is elevated above normal but not yet in the high blood pressure range.

Racial and ethnic disparities exist in blood pressure, awareness, treatment, and control. Locally, disparities are evident by age and income as well.

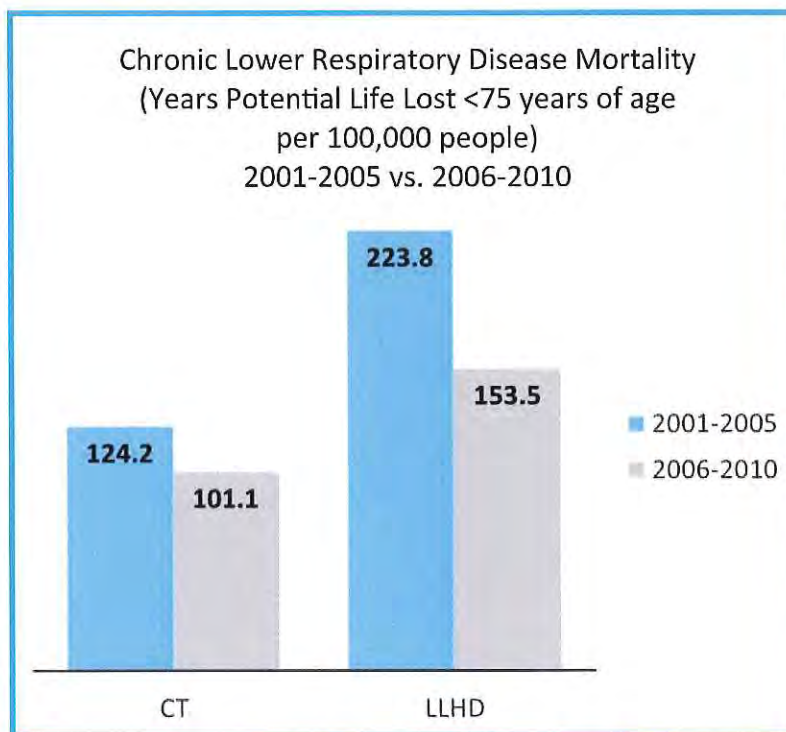
In Greater New London, 40% of Black respondents to the Wellbeing Survey report having been told by a doctor that they have high blood pressure.

## Cardiovascular Disease



Source: 2015 Wellbeing Survey

Chronic Lower Respiratory Disease (CLRD) includes three diseases: chronic bronchitis, emphysema and asthma, all of which cause airflow blockage and breathing problems. According to CDC, CLPD is the third leading cause of death in the U.S. In LLHD, from 2001-2010, CLRD mortality rates were 1.5 times the state rate.



Source: 2015 Wellbeing Survey

## Chronic Lower Respiratory Disease

Chronic Obstructive Pulmonary Disease (COPD) is used to refer to a subset of the diseases encompassed in the CLPD grouping—chronic bronchitis and emphysema. These disease are often co-occurring. The primary cause of COPD is cigarette smoking however air pollution, chemical fumes, dust, and genetic factors may also contribute. According to the CT Behavioral Risk Factor Surveillance Survey, the risk of COPD is significantly greater for adults over 55 years old, adults in low-income households earning less than \$35,000 annually, adults with disabilities, and adults with no more than a high school education.

Calendar Year	Total Cases	Total Deaths	Mortality Observed
2012	521	9	1.73%
2013	526	13	2.48%
2014	588	14	2.40%
2015	643	16	2.50%

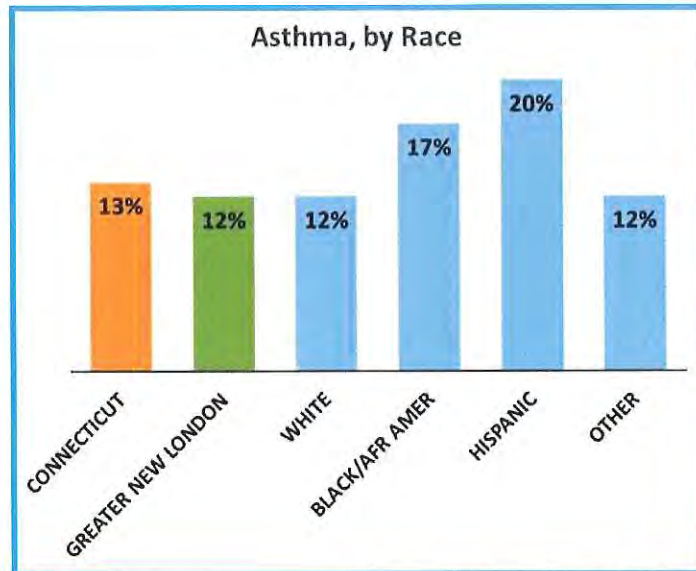
L+M Hospital  
Inpatients with a Discharge Diagnosis of COPD

Source: L+M Hospital

Both the total number of cases and the mortality rate from COPD among patients at L+M Hospital have been increasing in recent years.



The third disease included in the CLPD grouping is asthma. Far too many area children and adults have poorly managed asthma resulting in missed days of school and work, high use of acute healthcare services for treatment, and a generally degraded quality of life. Both pediatric and adult asthmatics and their caregivers possess gaps in knowledge and comprehension around recognizing environmental triggers, asthma signs and symptoms, and medication and inhaler/spacer use. A persistent health concern, rates in Greater New London and across the nation are significantly higher among Blacks and Hispanics. Socioeconomic status is a critical



Source: 2015 Wellbeing Survey

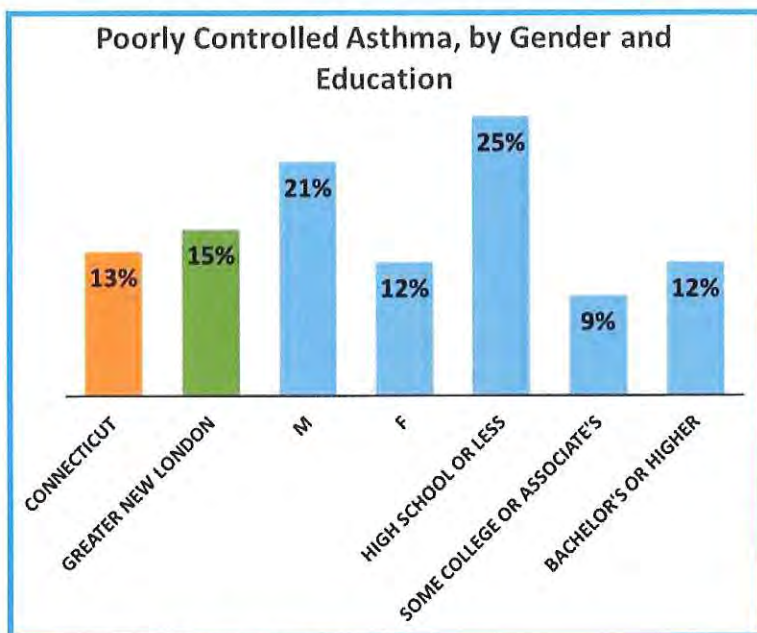
Asthma is a particular concern in area schools, where children with uncontrolled asthma miss classroom and recreational time. In the New London School District, 21% of enrolled students have a diagnosis of asthma. Asthma Management Plans, important asthma control tools, are dramatically under-utilized; only 1% of students in New London School District have one on file. (CT DPH)

conclusive evidence to support a connection between gender and asthma control but there is for education, as a social determinant, and as correlated with risk factors such as smoking and poor quality housing . 25% of residents with less education report poorly controlled asthma.

## Asthma

determinant of differences in asthma prevalence and severity and race and ethnicity are strongly correlated with socioeconomic status.

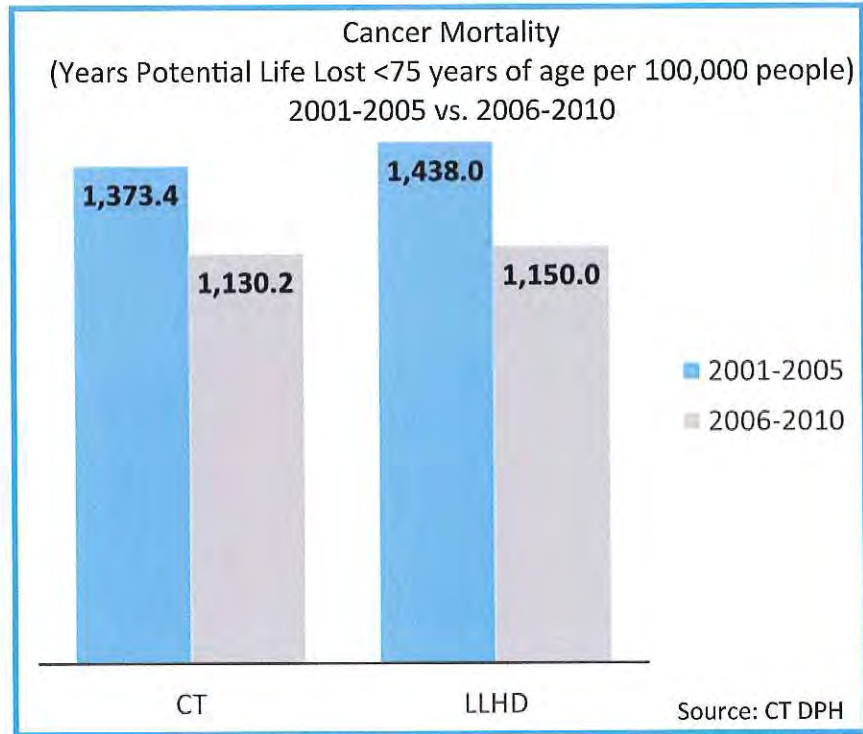
Males were more likely to report poorly controlled asthma in Greater New London than females. There is not



Source: 2015 Wellbeing Survey



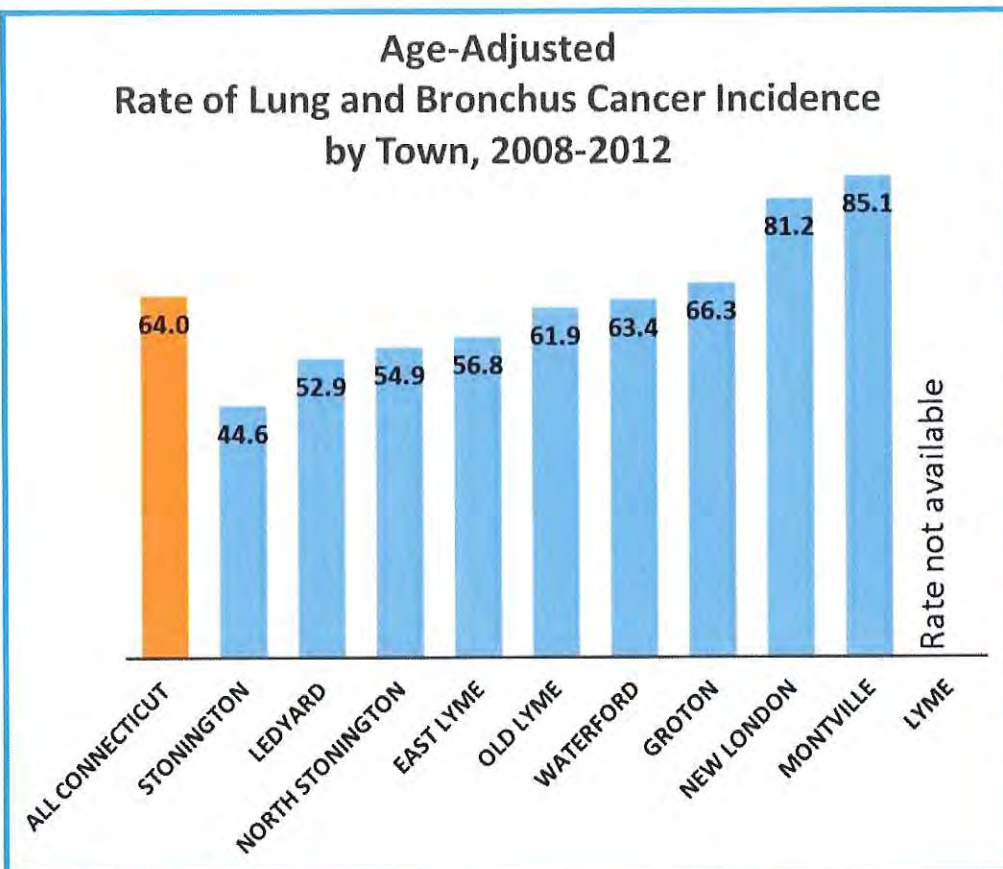
Cancer is the second leading cause of death in CT; despite decreases in incidence and mortality rates and improvements in survival from the most common cancers, concerning disparities persist for some CT residents. Cancer related deaths in LLHD are roughly on par with the state but have decreased slightly in last 5 years.



## Cancer

In CT and in Greater New London, lung and bronchus cancer is the second most frequently diagnosed cancer.

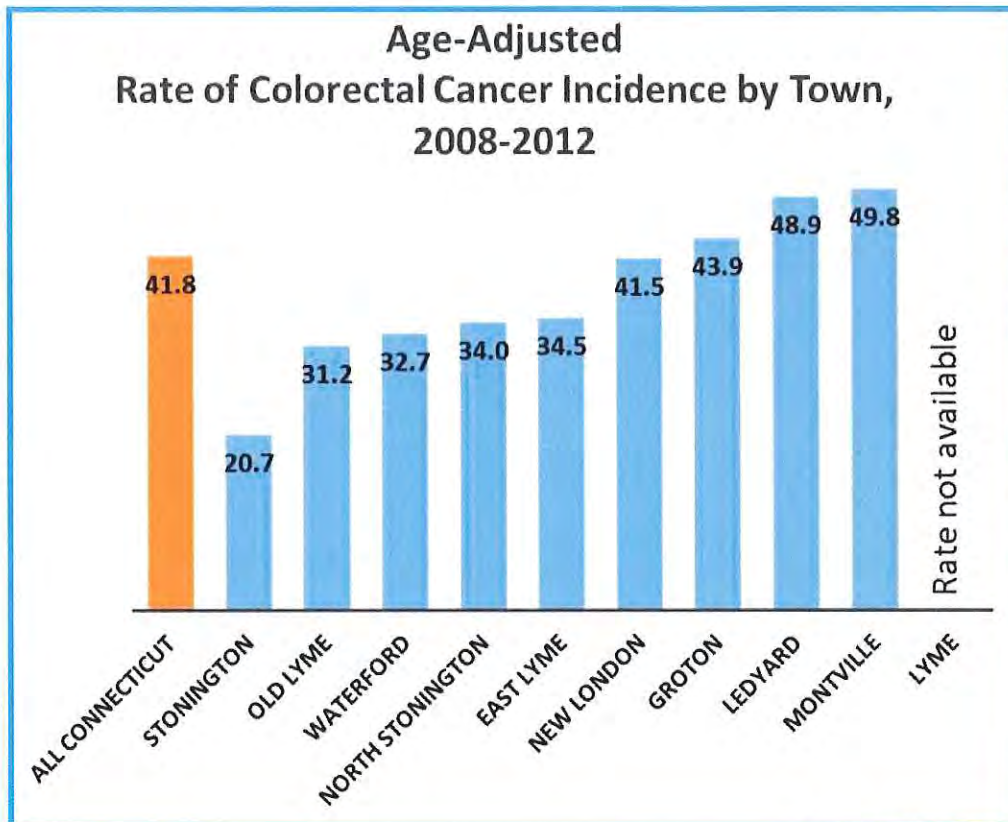
### Age-Adjusted Rate of Lung and Bronchus Cancer Incidence by Town, 2008-2012



The top two risk factors for lung and bronchus cancer are smoking and radon. In Greater New London, where tobacco use exceeds the CT rate and the risk of radon exposure is high, the rate of lung cancer exceeds the CT rate in three communities.

Source: CT DPH

Colorectal cancer incidence rates in CT and in Greater New London are on par with national rates, however there are racial and gender related differences in mortality. Women more than men and Blacks more than other racial groups are more likely to die from colorectal cancer, possibly due to differences in access to screening services and in quality of care.

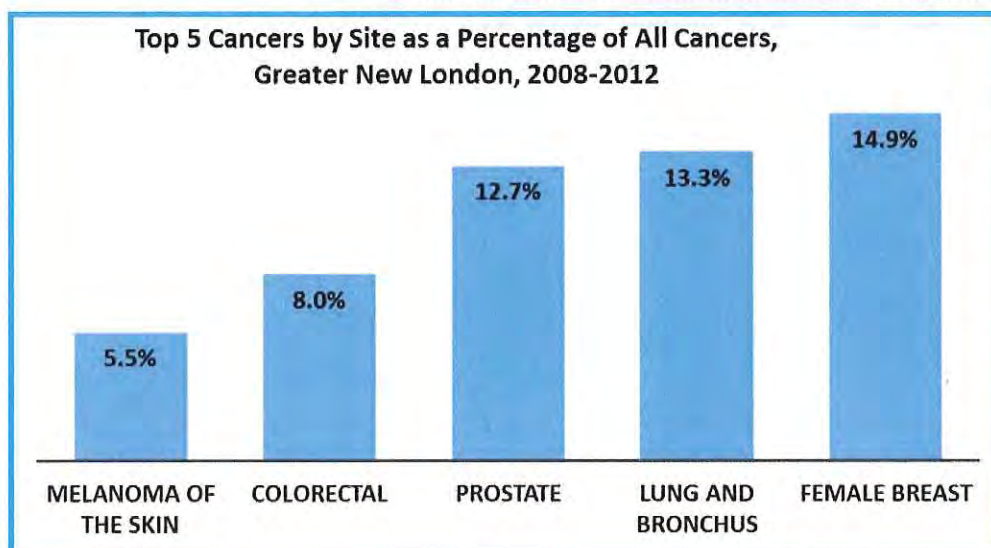


Source: CT DPH

## Cancer

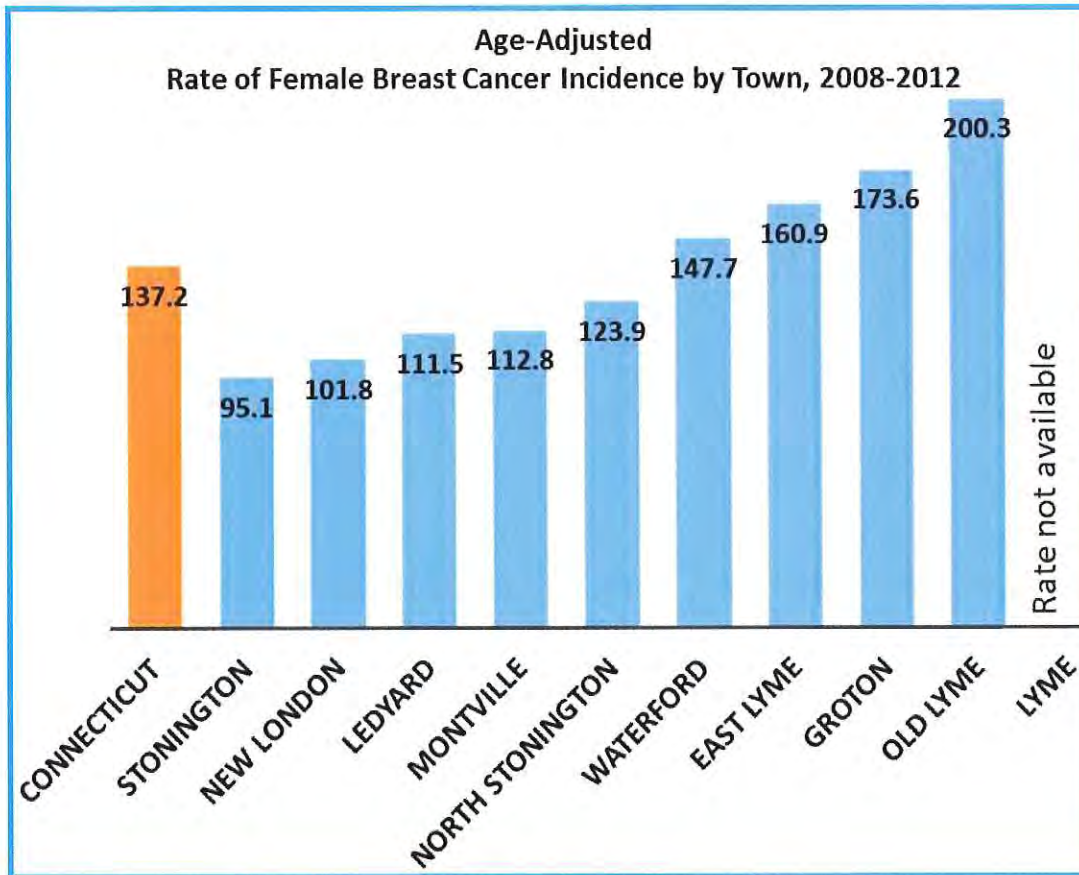
The top five cancers diagnosed in Greater New London between 2008 and 2012 were female breast, lung and bronchus, prostate, colorectal, and melanoma of the skin, together accounting for over

half of all cancer diagnoses. Both the order and proportions are similar to the state overall, though bladder cancer is more frequently diagnosed than melanoma across the state.



Source: CT DPH





Source: CT DPH

## Cancer

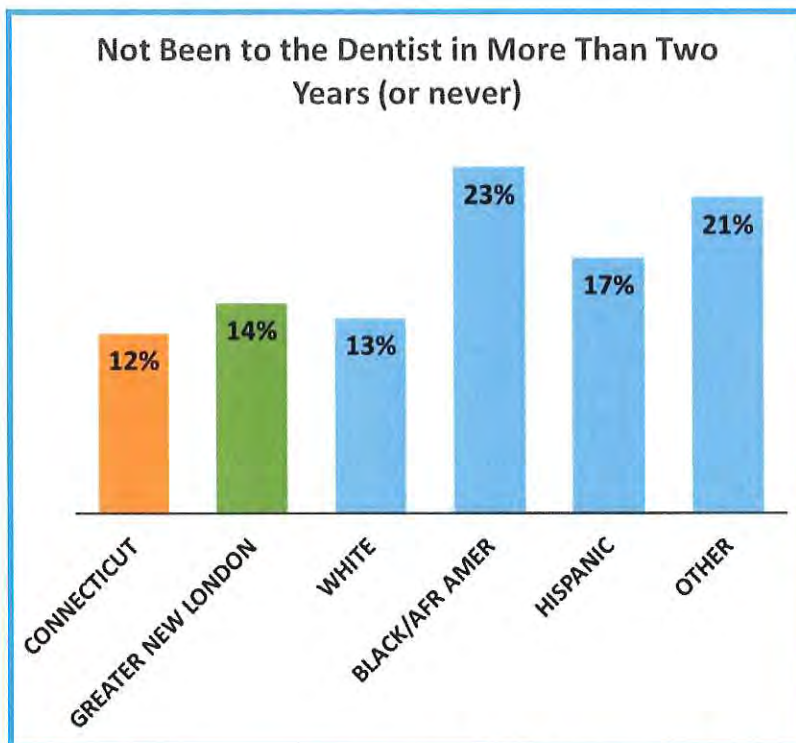
The National Cancer Institute estimates that 1 in 8 women will develop breast cancer in their lifetime. Breast cancer incidence rates in CT are higher than in the U.S. but mortality rates are lower. Higher rates of breast cancer are correlated with higher socioeconomic status. Several risk factors for breast cancer are more common among women with higher income including delayed child bearing and bearing fewer children, using birth control pills and/or menopausal hormone therapy, and drinking alcohol. Racial disparities are evident in breast cancer mortality, particularly among Black women who are more frequently diagnosed at a later stage of cancer.

Except for skin cancer, prostate cancer is the most common cancer among American men. Most prostate cancers grow slowly and don't cause any health problems in men who have them. The rate of prostate cancer in CT is higher than in the U.S., with a higher incidence and rate of mortality among Black men.

The higher rates of diagnosed breast cancer and prostate cancer in some towns in the region may reflect a number of factors, including increased access to screening.

In Southeastern CT, rates of female breast cancer in East Lyme, Groton, Old Lyme and Waterford exceed the state rate. In East Lyme, Ledyard and Old Lyme rates of prostate cancer exceed the state rate.  
(CT DPH)

Oral health is an essential component of overall good health and well-being. There is growing evidence that oral infections may increase the risk of heart disease, may put pregnant women at greater risk of premature delivery, and can complicate control of blood sugar for people with diabetes.

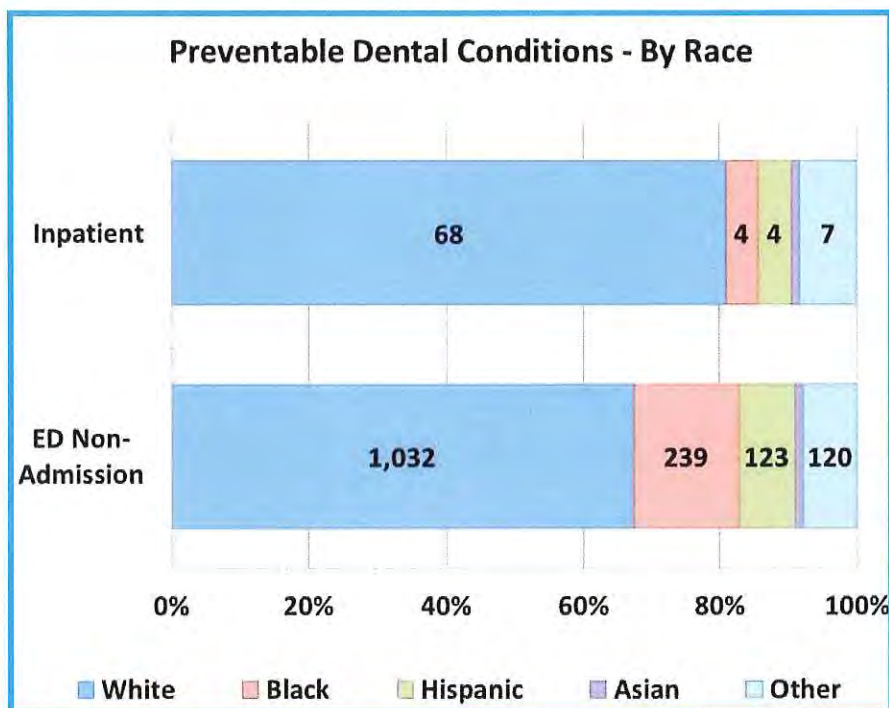


Source: 2015 Wellbeing Survey

Oral Health

In the Wellbeing Survey, 1 in 4 Blacks reported not having been to a dentist in more than 2 years or never having been.

The American Dental Association reports that most dental ED visits are for non-traumatic dental conditions which would be more appropriately treated in a community dental setting. ED visits for



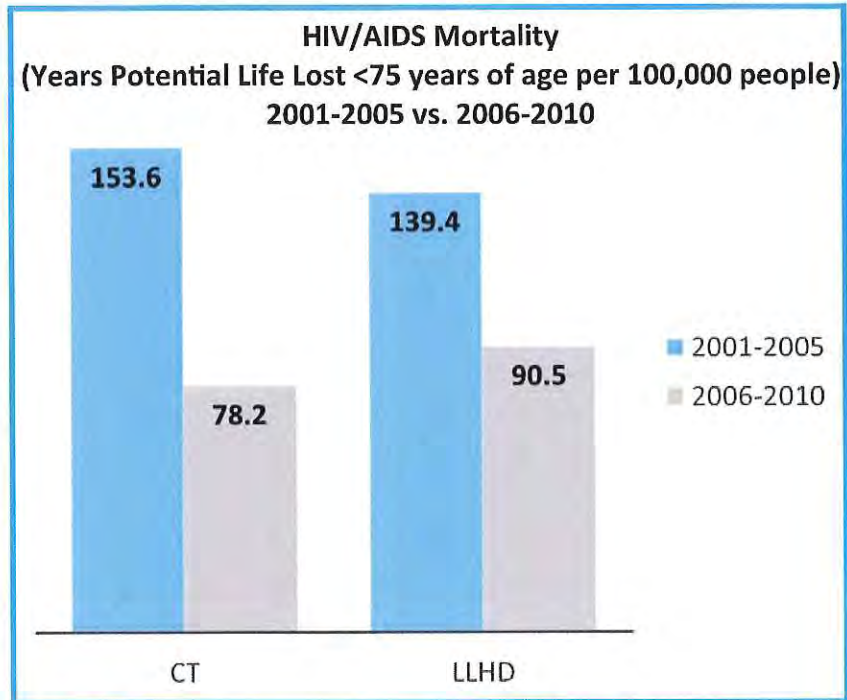
dental conditions are increasing, driven primarily by decreases in private dental insurance coverage among young adults combined with significant reductions in adult dental Medicaid programs, making accessing dental offices financially difficult for some. In Greater New London, ED visits for dental conditions disproportionately affects Hispanics, Blacks, and those of "other" races.





# Infectious Disease

Identification, prevention, and reduction of mortality from HIV infections is a national goal, with several related Healthy People 2020 objectives. Between the five year periods from 2001-05, and 2006-10, mortality from HIV/AIDS dropped in LLHD and the state of CT overall. While mortality from HIV/AIDS in LLHD used to be lower than the state, that has since reversed, with mortality now being higher in LLHD compared to the state. Still,



Source: CT DPH

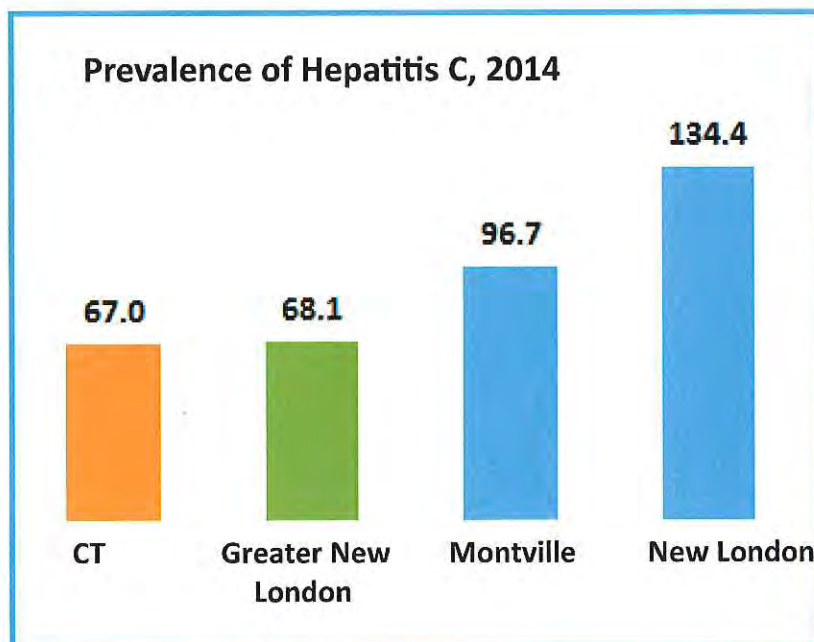
the trend towards lower mortality is clear, and efforts should be made to

continue that trend.

## HIV/AIDS and Hepatitis

Hepatitis C is a viral infection that can result in serious health outcomes such as liver disease and even death. It is now most often transmitted through the sharing of needles during drug use, but was historically transmitted during routine medical procedures using donated blood and blood

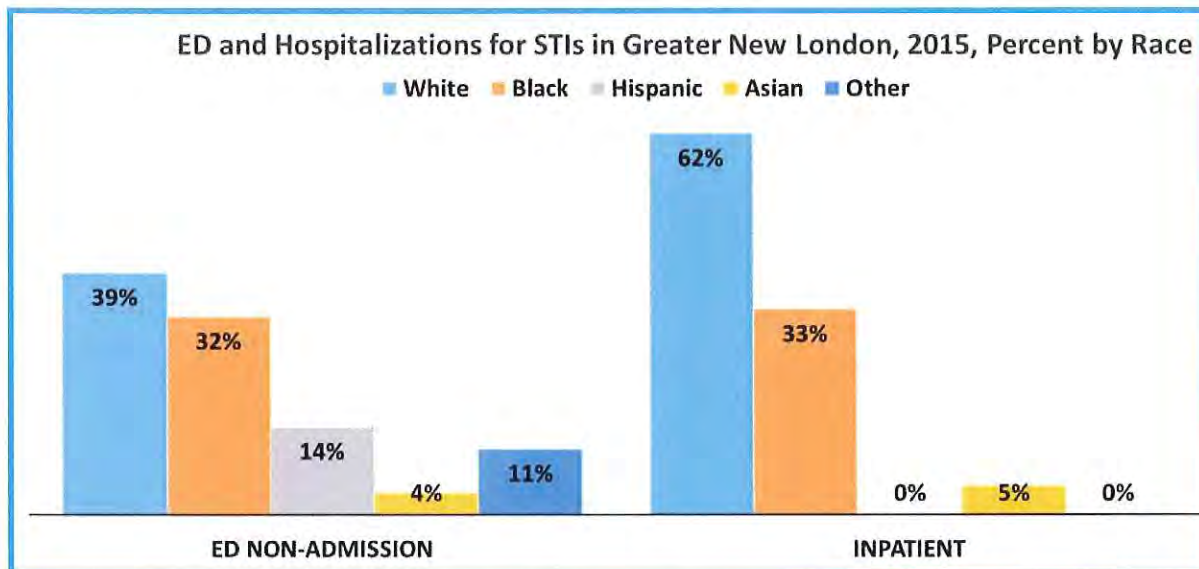
products before screening of the blood supply was implemented in 1992. Hepatitis C and HIV/AIDS share some of the same risk factors for infection and there is a high co-infection rate.



In 2014, New London and Montville had higher rates of Hepatitis C infections than the state overall. (CT DPH)

Source: CT DPH



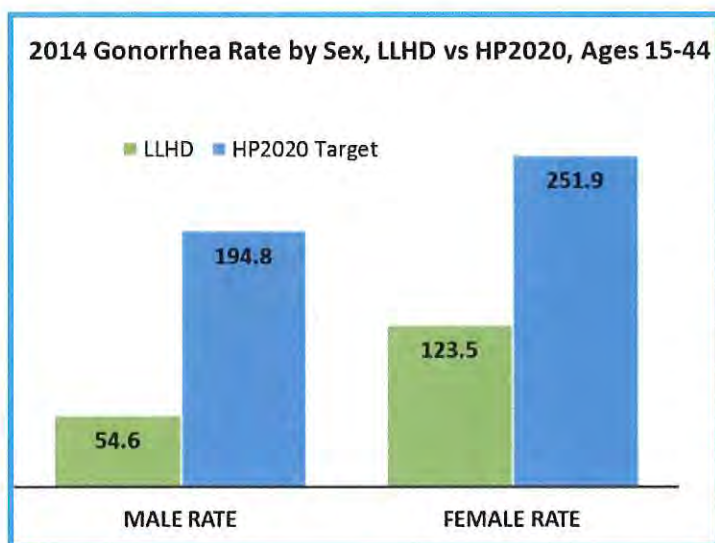


Source: CT Hospital Association

Because all sexually transmitted infections (STIs) are preventable, and most are curable with appropriate treatment, hospital utilization for these infections should be entirely avoidable. In the Greater New London area, that is approaching the truth, with fewer than 50 hospital encounters in 2015. Still, racial disparities exist. Though Blacks make up 5.5% of the population of the Greater New London area, they accounted for 32% of emergency department visits and 33% of hospitalizations for STIs.

## Sexually Transmitted Infections

Gonorrhea is a very common sexually transmitted infection. Anyone who is sexually active can get gonorrhea, but it is most often found in people between 15-24 years old. In LLHD, the rate of gonorrhea infections is already below the Healthy People 2020 target for both men and women. Sometimes men, and often women, will not show any symptoms from the infection. Occasionally,



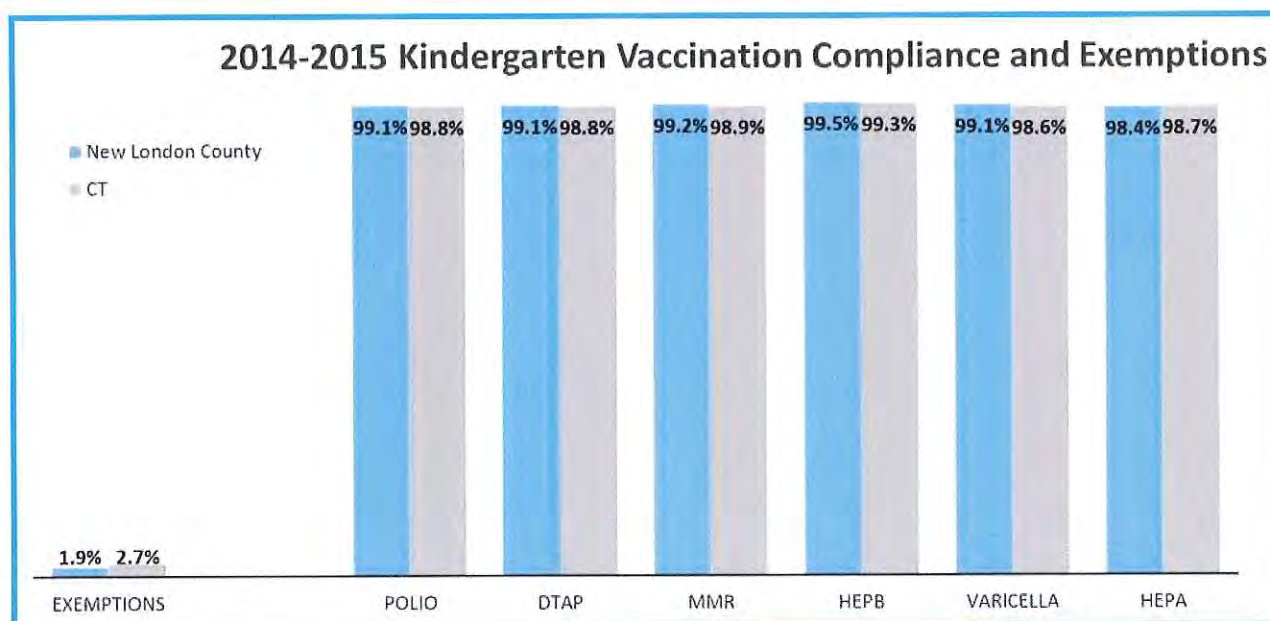
however, gonorrhea infection can result in serious outcomes, such as sterility/infertility, ectopic pregnancy, and pelvic inflammatory disease. Gonorrhea is increasingly being recognized as antibiotic resistant. It is important to maintain vigilance in prevention efforts to reduce the spread of the infection, and educate those who are infected about the importance of completing the prescribed course of antibiotics when being treated.

Source: LLHD



The development and use of vaccines as primary prevention of infectious diseases is one of the greatest public health accomplishments of the last 100 years, nearly eliminating morbidity and mortality from vaccine-preventable infections in CT over that time. Though localized outbreaks of some vaccine-preventable infections such as measles, mumps, and whooping cough do happen in CT from time to time, sustained community transmission of these infections no longer occurs. The Healthy People 2020 targets for kindergarten vaccination compliance for polio, DTaP, MMR, HepB, and varicella is 95%. Kindergarten children in New London County already far surpass these goals, with nearly 99% coverage for each vaccine in the 2014-2015 school year. It is necessary to continue emphasizing the importance of following the recommended vaccination schedule for children and adults in order to maintain the gains made in the county and state in preventing these infections from taking hold in our communities.

## Vaccine Preventable Diseases



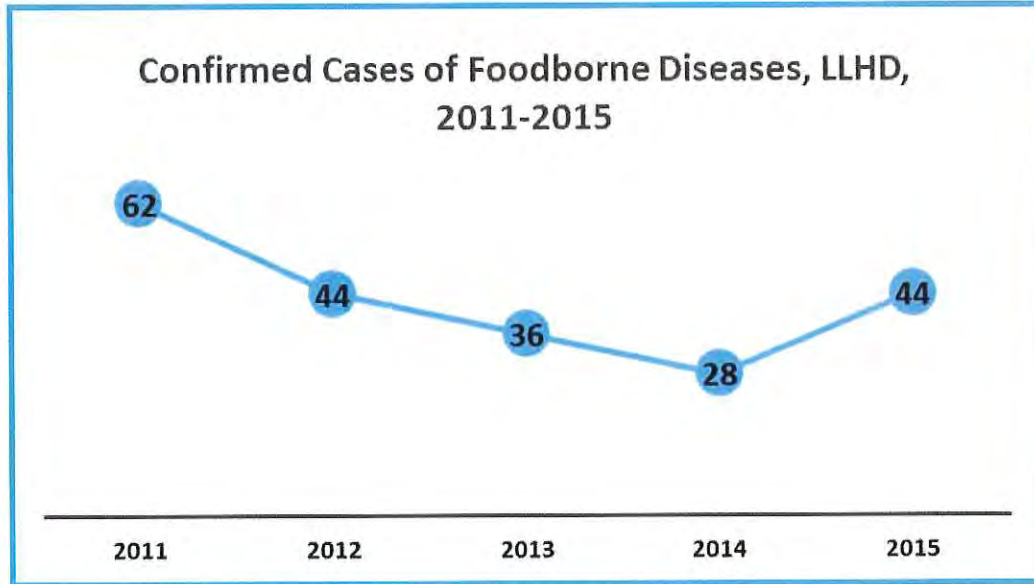
Source: CT DPH







CDC reports that about 1 in 6 Americans get sick, 128,000 are hospitalized, and 3,000 die of foodborne diseases yearly. These illnesses cost the economy over

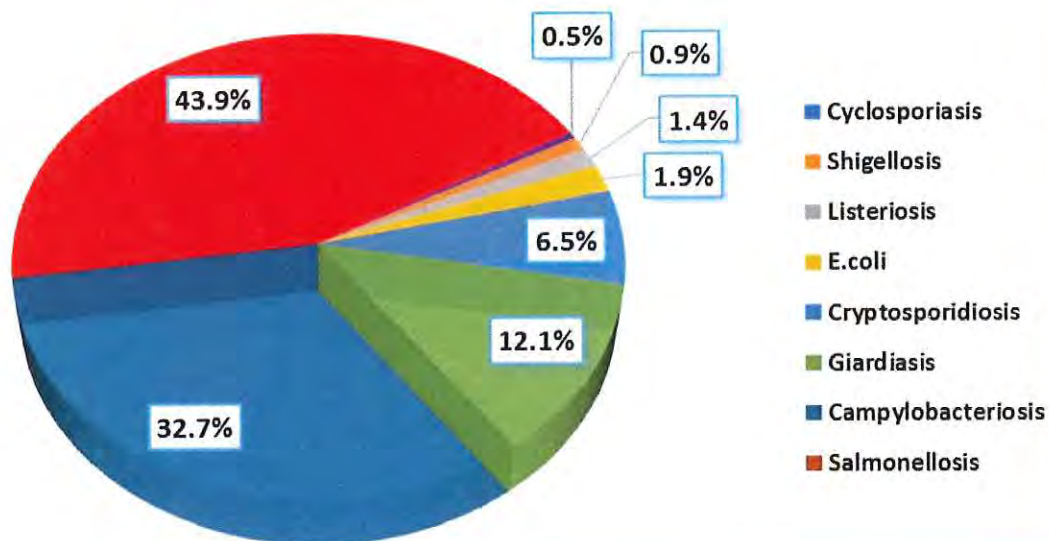


\$15 billion each year, according to the U.S. Department of Agriculture Economic Research Service. Source: LLHD

Severity of symptoms from foodborne illness range from mild or even non-existent, to severe and life threatening. The number of laboratory confirmed foodborne diseases in LLHD declined steadily between 2011 and 2014, but then rose slightly in 2015. The two most commonly diagnosed foodborne illnesses in LLHD are Salmonellosis and Campylobacteriosis, together accounting for more than 75% of all reported cases of foodborne disease in the area.

## Foodborne Illness

**DISTRIBUTION OF TYPES OF FOODBORNE DISEASES, LLHD, 2011-2015**



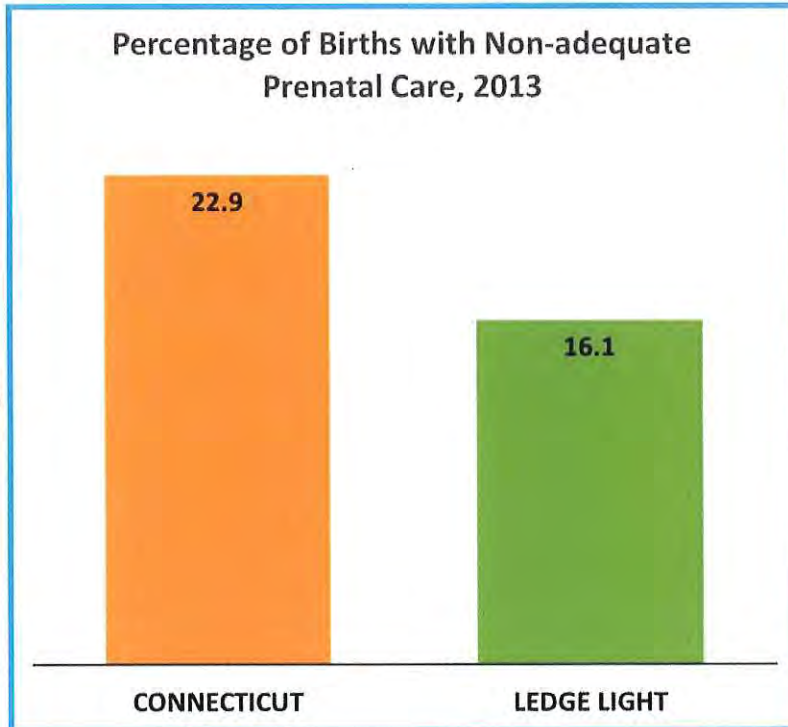
Source: LLHD



# Maternal and Infant Health



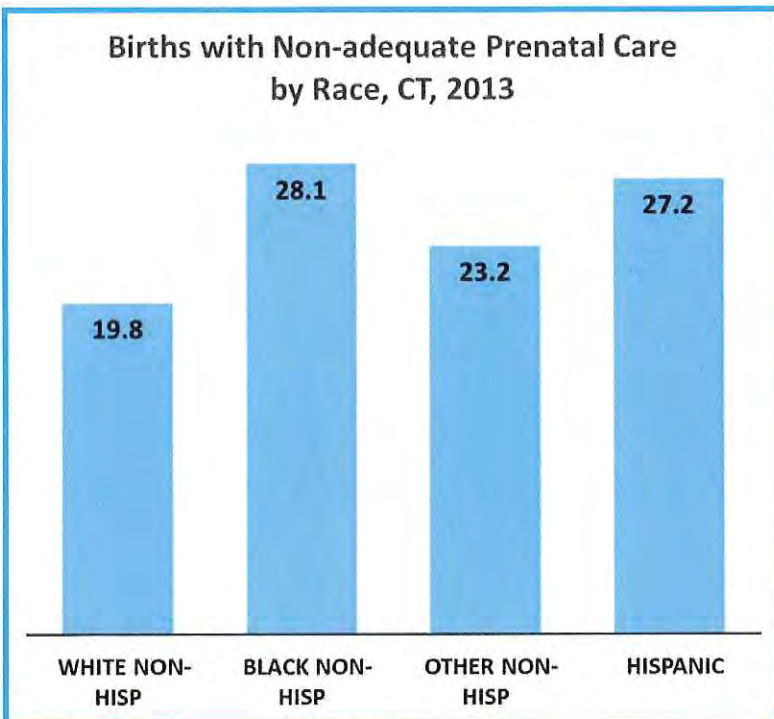
Prenatal care has the potential to reduce the incidence of poor birth outcomes by treating medical conditions, identifying and reducing potential risks, and helping women to address behavioral factors that that impact their pregnancy. It is more likely to be effective if women begin receiving care in the first trimester of pregnancy and continue to receive care throughout pregnancy, according to accepted standards of care.



Source: CT DPH

Prenatal Care

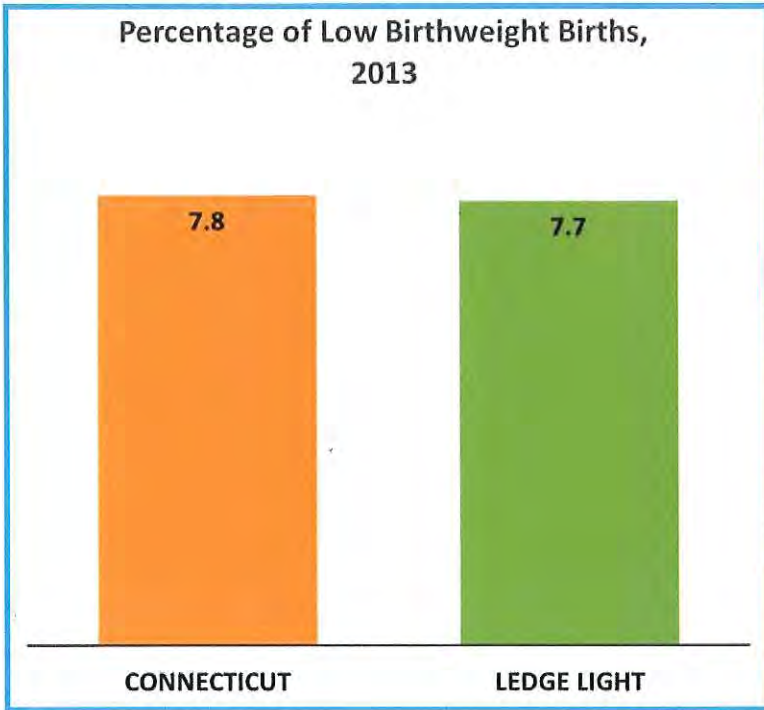
Statewide, fewer women have been accessing early and adequate prenatal care over the last decade. (CT DPH)



Source: CT DPH

Inadequate prenatal care, defined by a combination of the month of first prenatal care visit and the total number of visits during pregnancy, is associated with an increased risk of preterm delivery. Overall in LLHD adequacy of prenatal care compares favorably with the state. At the state level, there are persistent racial and ethnic disparities as well as disparities related to insurance coverage which are most likely present locally as well.

Low birthweight, defined as a birth weight of less than 2,500 grams (or about 5.5 pounds), has been a persistent public health problem in Connecticut for many years. Low birthweight may result from pre-term birth or growth restriction in the uterus. Significant risks associated with low birthweight include infant death, developmental disabilities, cerebral palsy, hearing and vision impairments, cognitive deficiencies and poor neuropsychological outcomes, learning disabilities and

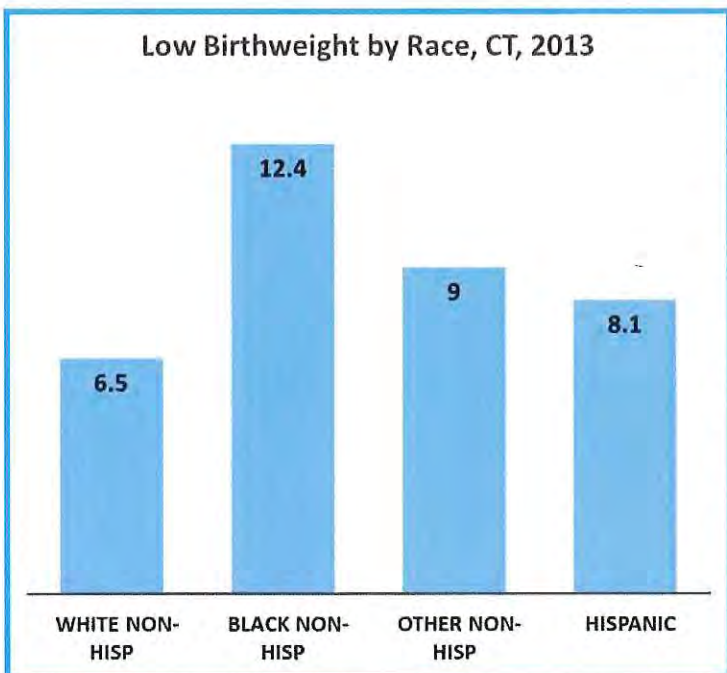


Source: CT DPH

### Low Birthweight Babies

poor educational performance, and behavioral problems.

Participation in the WIC program, having strong social support during pregnancy, eliminating tobacco exposure and adequate prenatal care can all significantly reduce the risk of low birthweight.

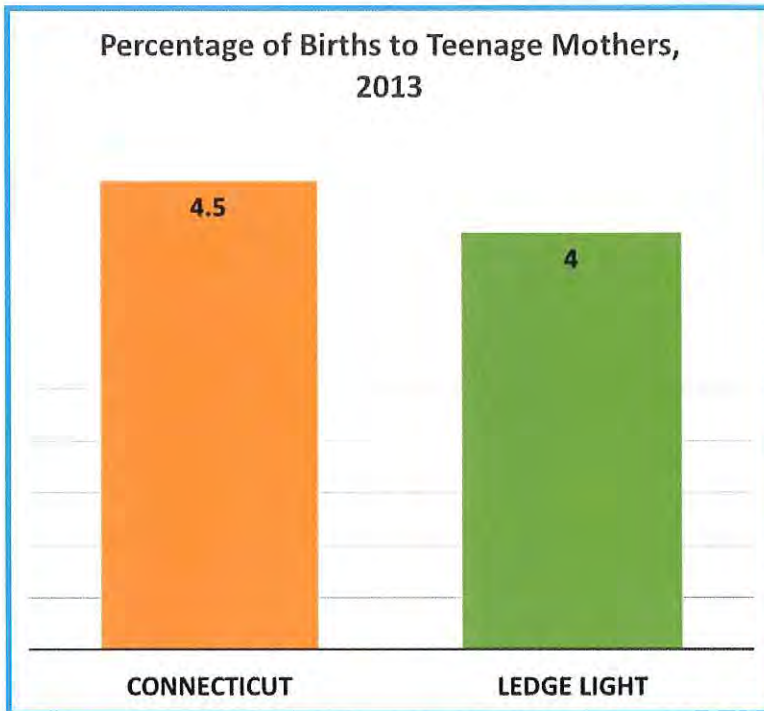


Source: CT DPH

The percentage of low birthweight babies in LLHD is the same as in CT overall, however, here too racial and ethnic disparities are evident across the state, particularly among non-Hispanic Black women. This could be correlated with the racial and ethnic disparities in prenatal care. Further investigation is needed to determine if these disparities exist locally and, if so, why they are occurring.



The impact of teen pregnancy and birth is significant and multigenerational. Extensive evidence reveals that pregnant teens are at increased risk for premature birth, delivering low birthweight infants, other serious health problems, and death. Pregnant teens are more likely to interrupt or discontinue their education and their children are more likely to drop out of high school. Children born to mothers under age 20 are at greater risk of being in foster care or being a victim of abuse and



Source: CT DPH

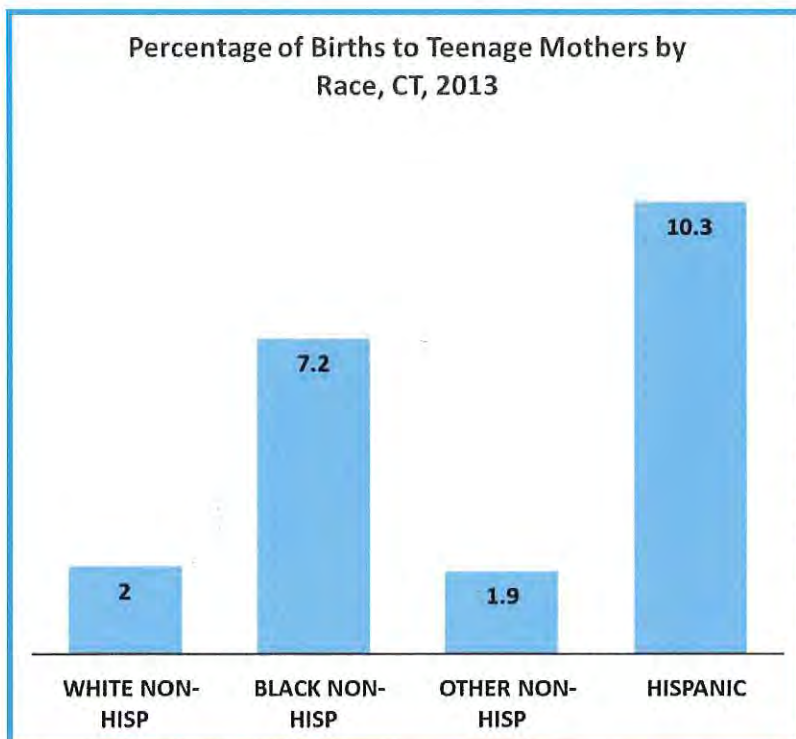
neglect. According to the CT Department of Public Health “64% of children born to

### Births to Teens

an unmarried, teenage high-school dropout live in poverty, compared to 7% of children born to women over age 20, who are married and are high school graduates.” The children of teens are more likely to themselves become teen parents as well as to have higher incarceration

rates and lower earnings. It is very positive then that in CT there has been a significant decrease in births to teens in the last decade and that the rate in LLHD is slightly lower than the state rate.

However, despite the downward trend overall and decreases among all racial and ethnic groups, disparities remain at the state level. The high birth rates among Hispanic teens may be consistent with high birth rates among Hispanics overall.

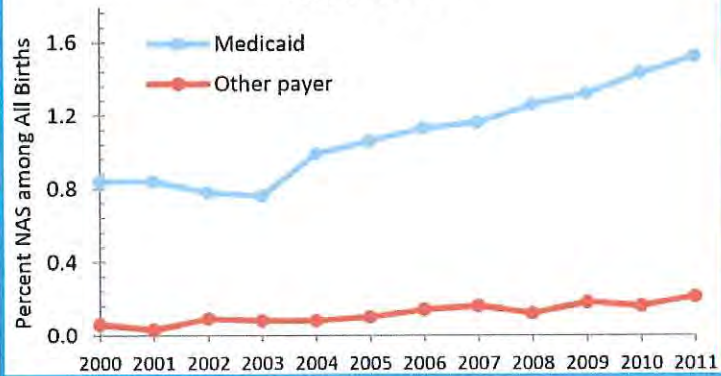


Source: CT DPH

Neonatal abstinence syndrome (NAS) is defined as a group of problems that occur in a newborn who was exposed to addictive opiate drugs while in the mother’s womb. Those drugs may have been prescribed by a medical provider for pain management or may be “street drugs”; in-utero exposure to either can cause serious and long-term health problems for the newborn.

Opioid-dependent babies experience significant withdrawal symptoms after birth and often require a stay in the neonatal intensive care unit.

Percent of Children Born with Neonatal Abstinence Syndrome, By Payer, Connecticut, 2000-2011



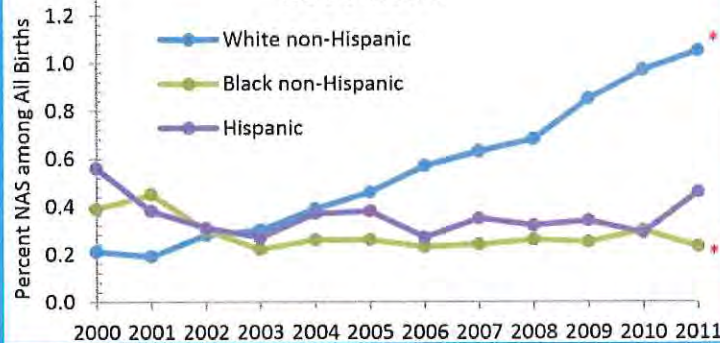
Source: CT DPH

## Neonatal Abstinence Syndrome

According to the CT Department of Public Health, NAS has increased in the state in the last decade and is

most prevalent among White non-Hispanics and persons with Medicaid insurance coverage.

Percent of Children Born with Neonatal Abstinence Syndrome, By Race, Connecticut, 2000-2011



Source: CT DPH

Note: \* indicates significant increasing trend for White non-Hispanics and decreasing trend for Black non-Hispanics (p<0.05).

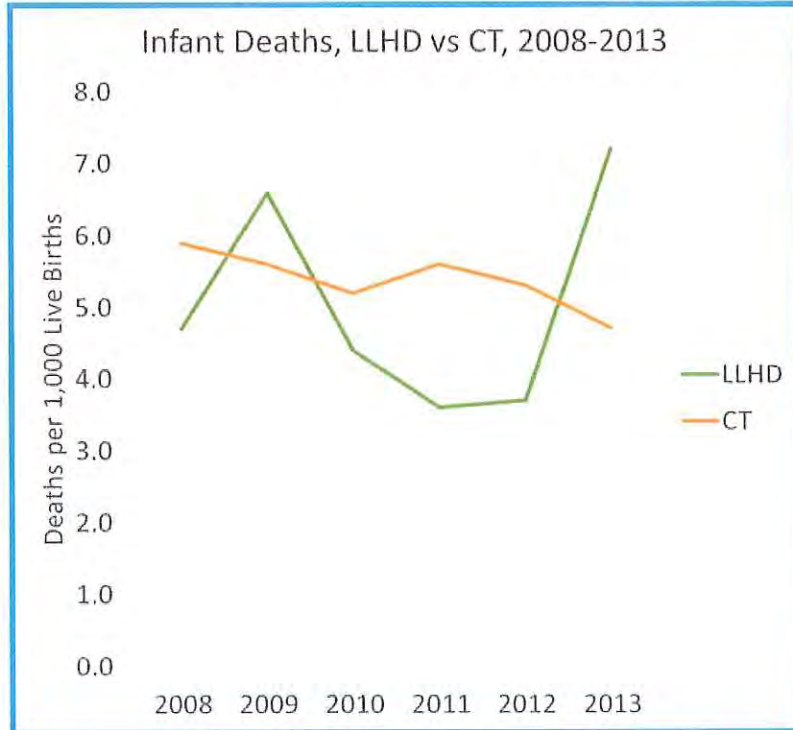
### Babies born at L+M Hospital

Year	Number of Opioid-dependent babies
2013	20
2014	20
2015	32

The statewide trend of increasing numbers of opioid-dependent babies is evident locally as well.

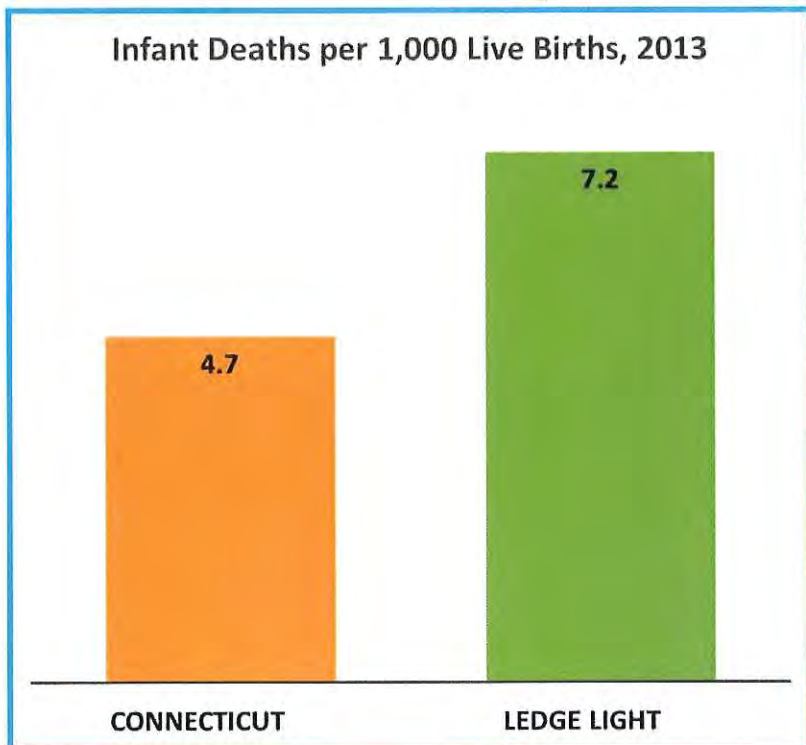


Infant mortality is defined as the death of a baby before his or her first birthday. Infant mortality can be an indicator of factors that impact the health of a community as a whole. CDC cites the top five leading causes of infant mortality nationally as birth defects, preterm birth and low birth weight, maternal complications of pregnancy, Sudden Infant Death Syndrome, and injuries. In CT, infant mortality has declined in the last decade and is below the Healthy People 2020 target of 6 per 1,000 live births but there has been a troubling uptick in the local rate.



## Infant Mortality

For 2013, LLHD is on par with Lebanon, Malaysia, Kuwait and Chile. This may be a one year statistical anomaly with local trends being highly variable, but it bears monitoring. (World Health Organization)



In 2013, the latest year for which data are available, the infant mortality rate in LLHD far exceeded the state rate as well as the rates in the cities of Bridgeport and Hartford. State data indicate that significant racial disparities exist.

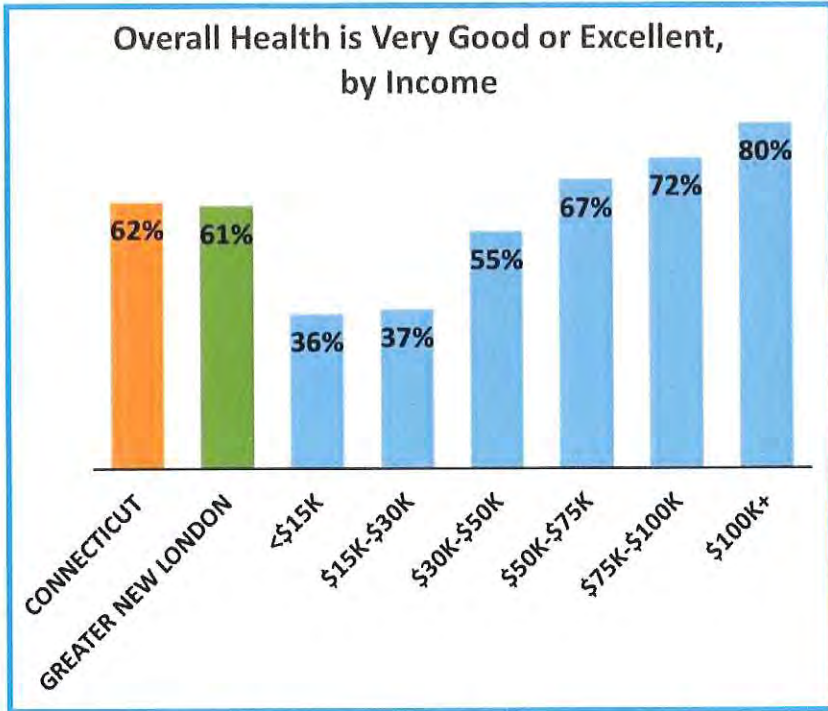
Source: CT DPH



# Mental Health and Substance Abuse



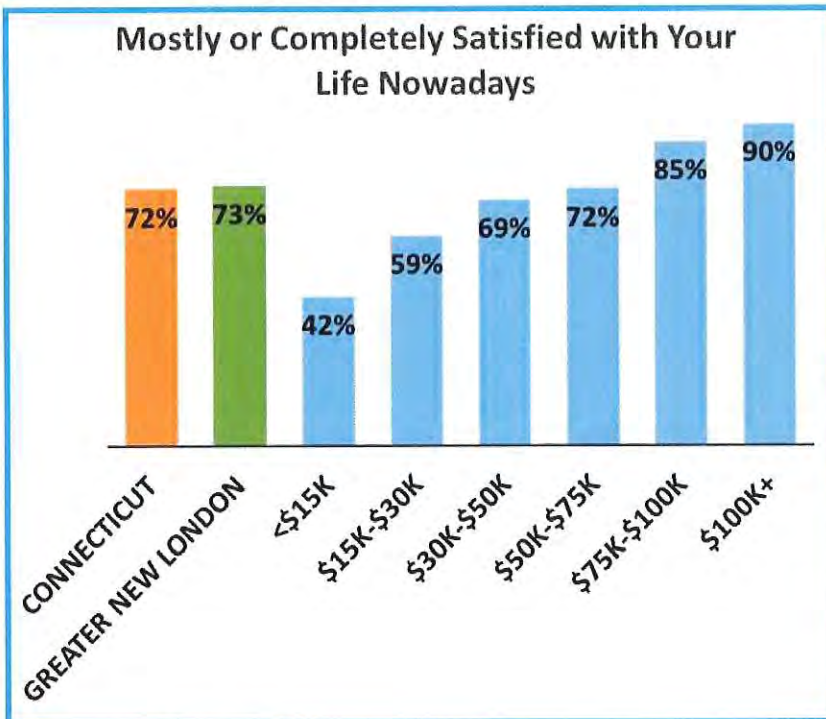
Feeling physically unwell can have significant impact on a person's mental and emotional wellbeing. People with chronic pain or illness may become depressed or have anxiety about their futures, financial situations or families. In Greater New London, there is a direct relationship between reporting that one's overall health is "very good" or "excellent" and income. Those making less than \$30,000 per year were half as likely to report general good health than those making \$75,000-\$100,000. This association is troubling but not surprising; as national studies



Source: 2015 Wellbeing Survey

## Mental and Emotional Wellbeing

and other local data presented in this report have shown, income is a significant determinant of health status.



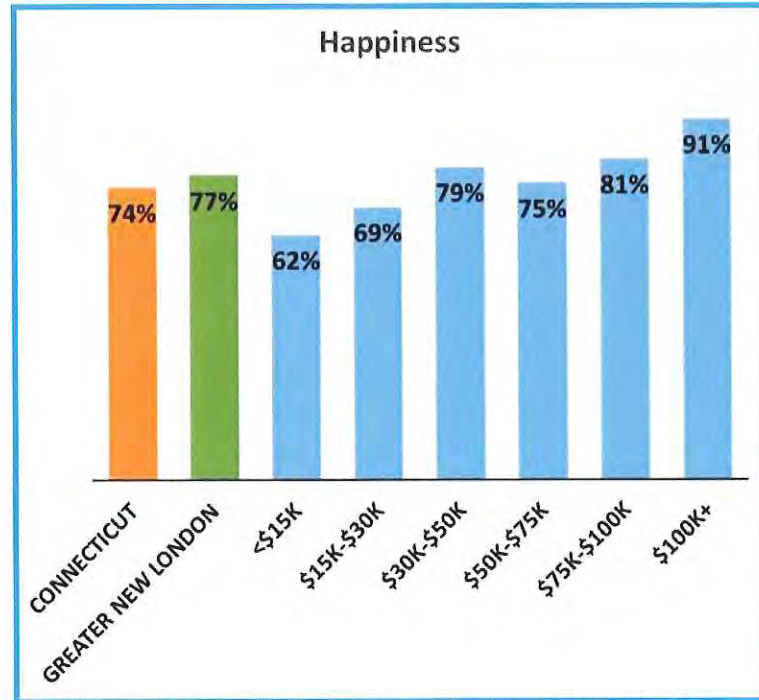
Source: 2015 Wellbeing Survey

Only 45% of Greater New London residents overall say they have the time to do the things they really enjoy. The percentage is much lower among Hispanics, those who make under \$15,000 and those in the \$30,000-\$50,000 income bracket. (Wellbeing Survey)

Again, there is a direct relationship between general satisfaction with one's life and income; those in the highest income bracket were twice as likely as those in the lowest to say they are "mostly" or "completely satisfied with life nowadays".



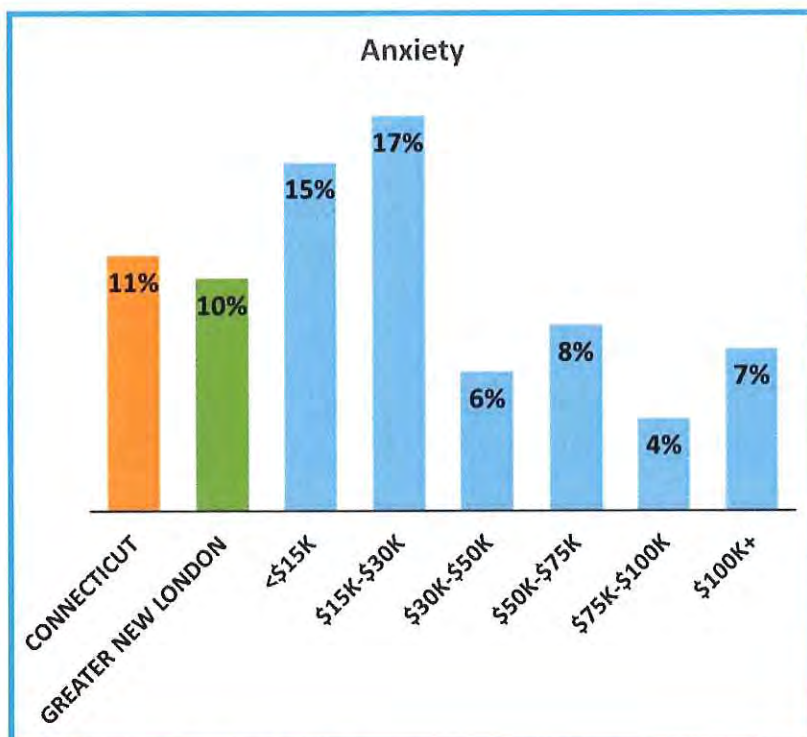
The Wellbeing Survey asked respondents about their overall happiness, anxiety and depression. These are not clinical diagnoses, but provide the best data currently available about how many of our local residents face barriers to good mental and emotional health, and where disparities exist.



Source: 2015 Wellbeing Survey

## Mental and Emotional Wellbeing

Despite the saying that "money can't buy happiness" it is perhaps not surprising that Wellbeing Survey respondents in the higher income brackets reported better overall emotional wellbeing.

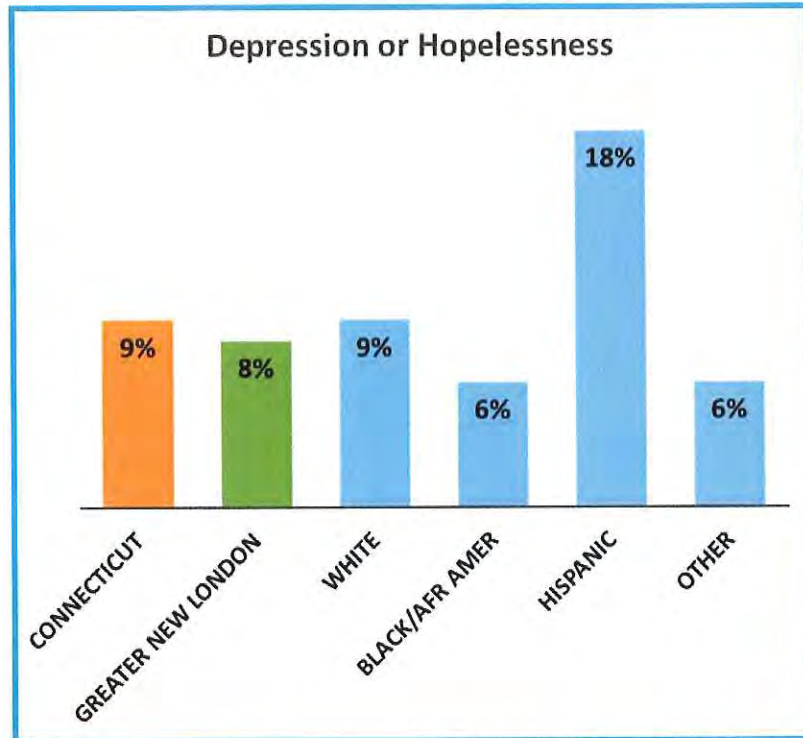


Source: 2015 Wellbeing Survey

The long-term activation of the body's stress-response system, and the subsequent chronic overexposure to the hormones associated with that response, increases the risk of numerous health problems, including anxiety, depression, digestive problems, headaches, heart disease, sleep problems, weight gain, and memory and concentration impairment.



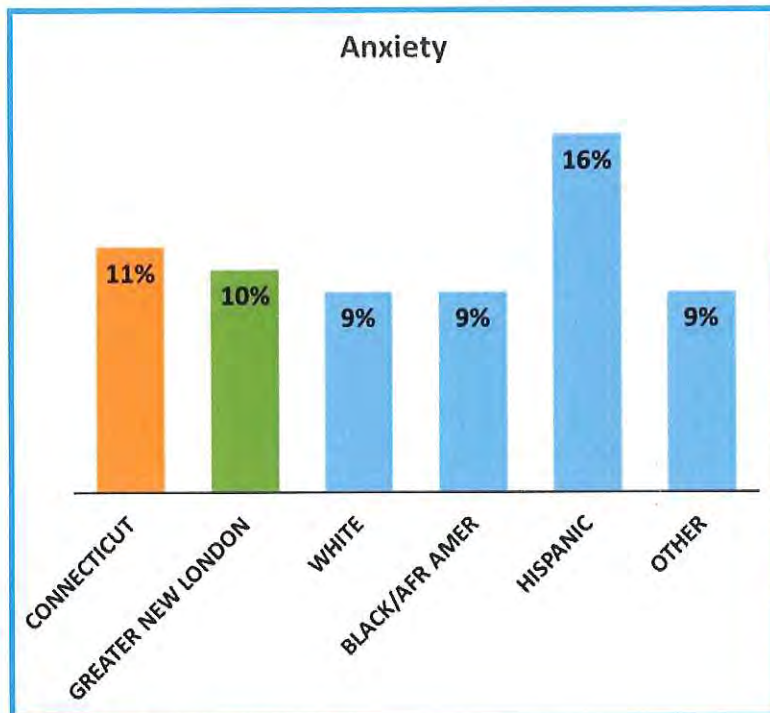
Hispanics were much more likely than the population overall to depression and anxiety in the Wellbeing Survey. Community key informants have theorized that this could be a combination of multiple factors, including, for immigrants, feeling loss associated with leaving their country of origin or concern over their or a family member's immigration status.



Source: 2015 Wellbeing Survey

## Mental and Emotional Wellbeing

For 2015, Depression was the 4th most prevalent condition among hospitalizations in the Inpatient and ED Non-Admission settings for area residents. (CT Hospital Association)



Source: 2015 Wellbeing Survey

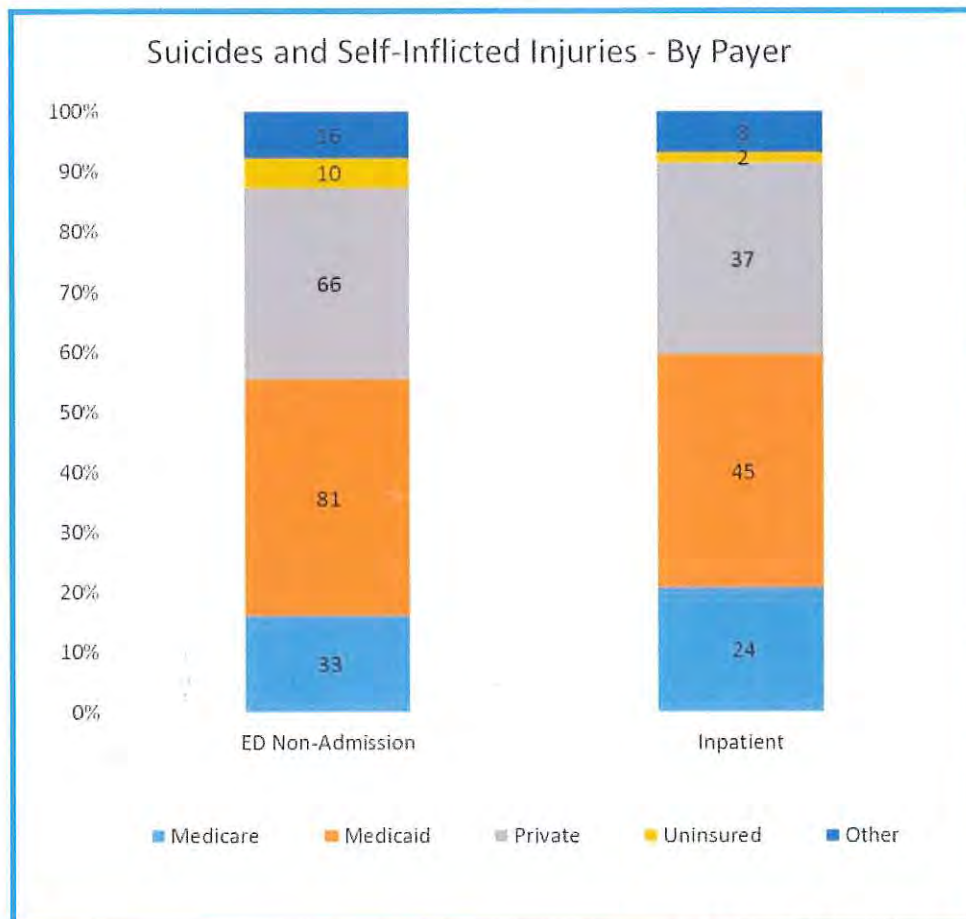
These responses indicate the need for culturally and linguistically sensitive mental health care in Greater New London. In addition to ensuring care is available and accessible, work should be done at the community level to decrease any stigma associated with seeking mental health care.

Suicide and self-inflicted injuries result from multiple intersecting factors. Causes are individualized and may include multiple intersecting health and environmental factors. Common warning signs of suicide include individuals talking about suicide or wanting to hurt themselves, increasing substance abuse, and having changes to their mood, diet or sleeping patterns. Research shows that suicide can be prevented—on-going support as well as crisis intervention can stop someone who is considering suicide from taking their life. In addition to increasing awareness and understanding of suicide and suicide prevention through community education, environmental interventions can be effective in preventing people from taking their lives or hurting themselves. Environmental interventions include suicide prevention hotlines, suicide prevention signage and safety nets on bridges and measure that reduce access to guns and medications.

20% of residents in Greater New London have Medicaid but Medicaid beneficiaries account for 40% of all hospital encounters for suicides and self-inflicted injuries.

(CT Hospital Association)

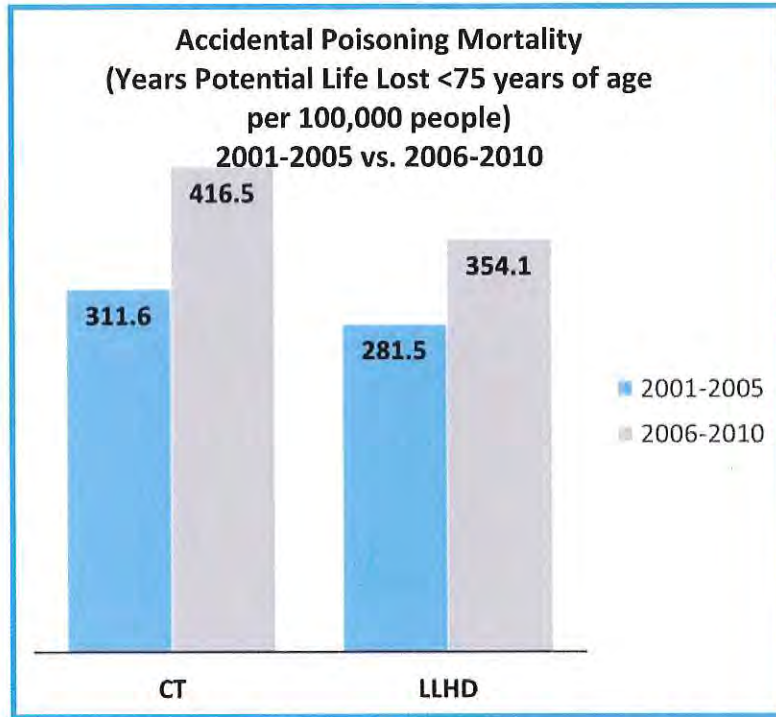
## Suicide and Self-Inflicted Injuries



Source: CT Hospital Association



A report from the Association for Healthcare Research and Quality states that, nationally, between 2006 and 2011, the rate of ED visits for substance-related disorders (not including alcohol) increased 48%. Over the same time period, ED visits for alcohol-related disorders increased 34%. Accidental poisoning as a cause of death includes overdoses from alcohol or drugs. While not all these cases are related to an overdose, the increase at both the state and local levels between these two five-year periods could indicate a growing problem with use



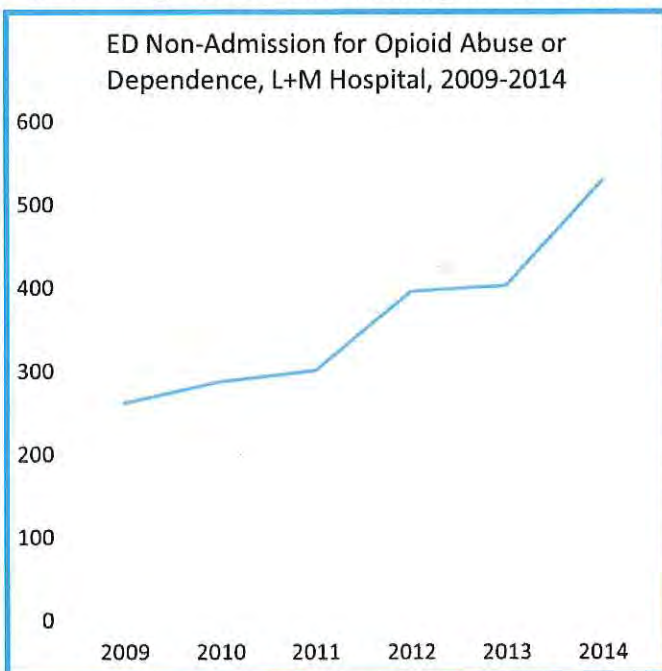
Source: CT DPH

## Substance Abuse and Overdoses

of substances.

For 2015, Alcohol and Substance Abuse was the 5th most prevalent condition among hospitalizations in the Inpatient and ED Non-Admission settings for area residents. (CT Hospital Association)

In 2015, local, state and national news began to focus on a “heroin epidemic”. Even before this, ED encounters at L+M for opioid abuse were rising—more than doubling between 2009 and 2014. Opioid



Source: CT Hospital Association

abuse includes both the misuse of prescription drugs and use of “street” heroin. Much attention has been paid to the abundance and availability of prescribed opioids. While these medications can be effective in controlling pain, they are also highly addictive. In some cases, the person who is prescribed the medication becomes addicted and in other cases, someone else accesses unused pills. Prescribing practices and disposal of unused medications can both impact access to opioids.



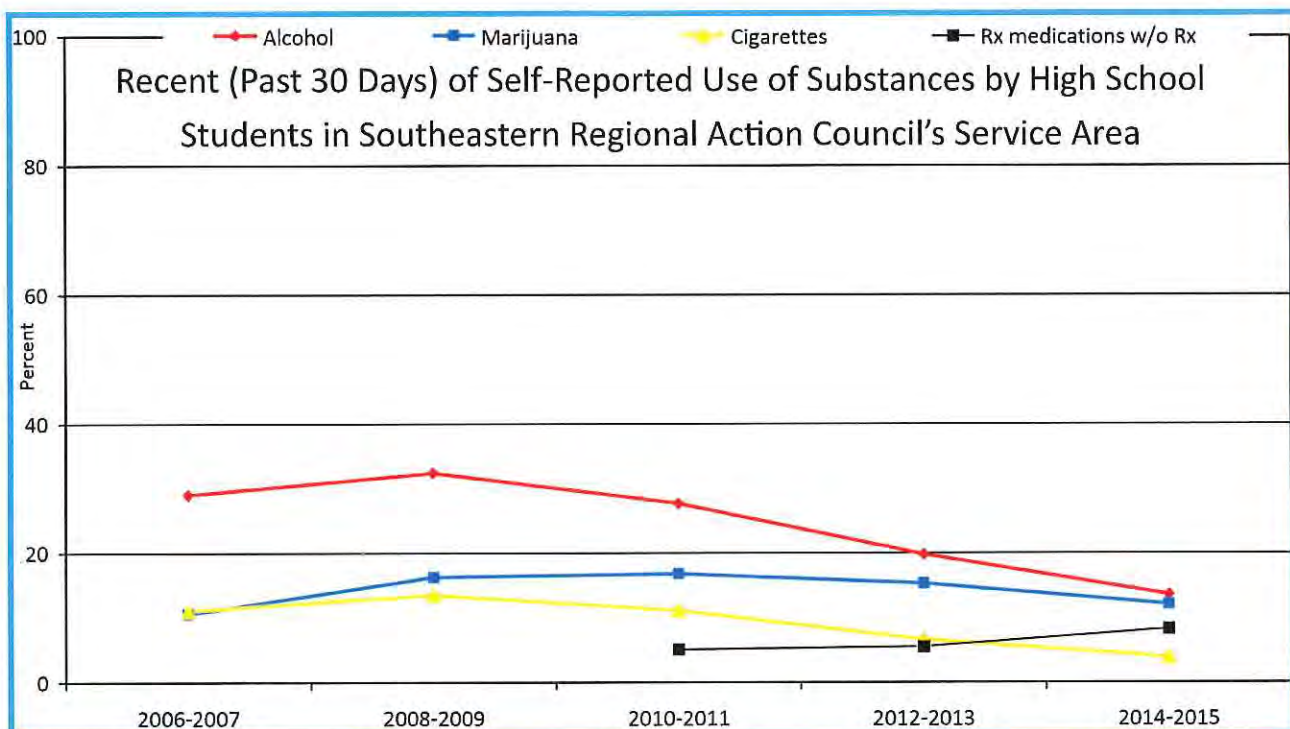
Preventing substance use among youth is seen as particularly important, both in order to prevent illness and injury among teens and to develop healthy habits that will decrease the likelihood of misusing alcohol or drugs as an adult. Across the region, lifetime and recent use of drugs is on par with or lower than U.S. rates. Evidence shows that when youth perceive substances to be harmful, they are less likely to use them. Use of alcohol and tobacco has decreased since 2008, which is associated with a simultaneous increase in the perception of harm of those substances.

Marijuana use by teens has been somewhat steady following an increase between 2006 and 2008. The reported perception of harm of marijuana has been decreasing, possibly a reflection of the growing number of places across the country that have legalized either medical or recreational use.

There is a troubling increase in the reported misuse of prescription drugs by teens in the region. This trend is worrisome as the most commonly misused prescription drugs are opioid pain

### Substance Abuse Among Youth

relievers, which are highly addictive. Studies show that addiction to opioid prescription drugs can lead to heroin use, another opioid which can be less expensive than illegally purchased prescription drugs.

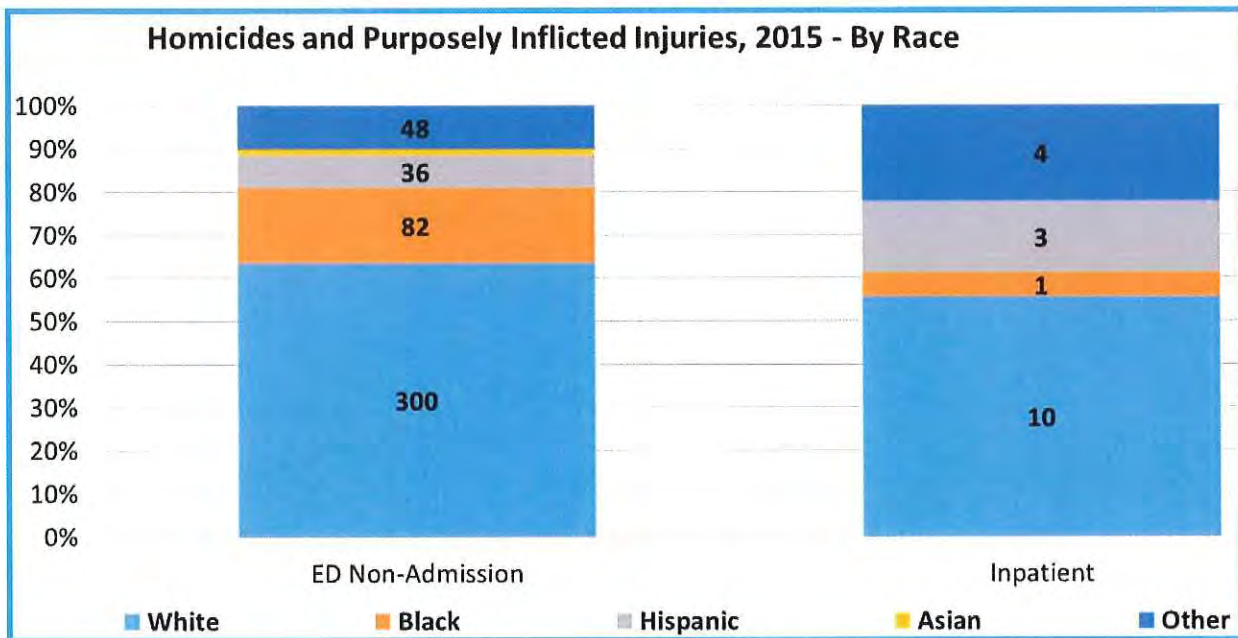


Source: SERAC





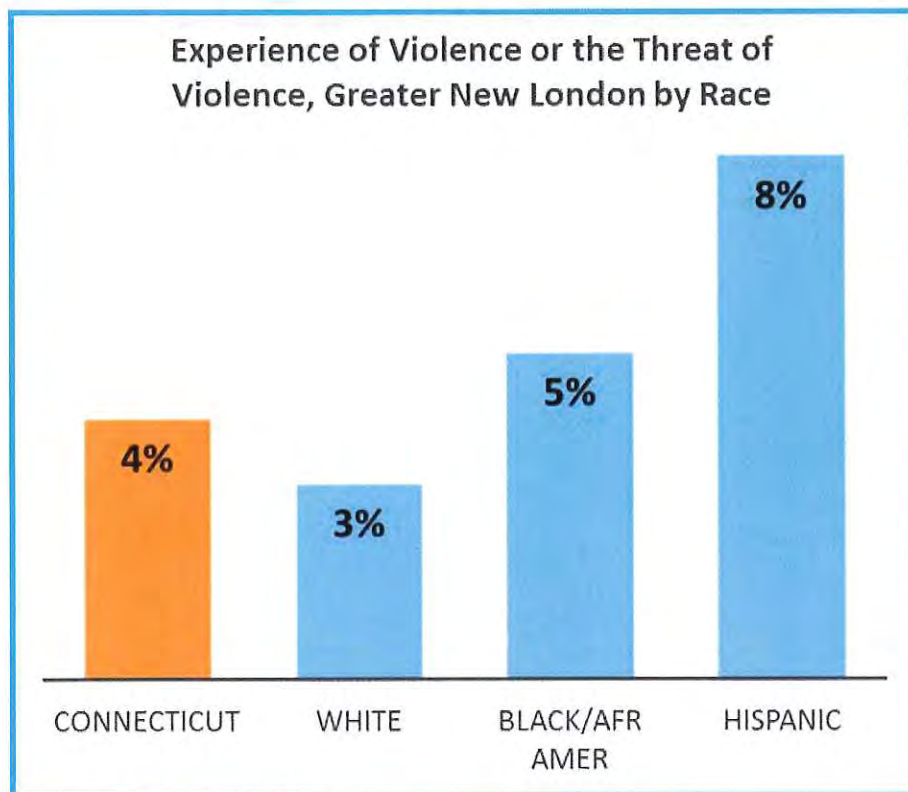
# Injury and Violence



Source: CT Hospital Association

Racial disparities are evident in both the hospital encounters for violence and the reported experience of respondents to the Wellbeing Survey. While Blacks account for 6% of the Greater New London population, they made up 17% of the ED encounters and 22% of

## Violence



hospital admissions for homicides and purposely inflicted injuries. Hispanics reported the experience or threat of violence at double the overall rate.

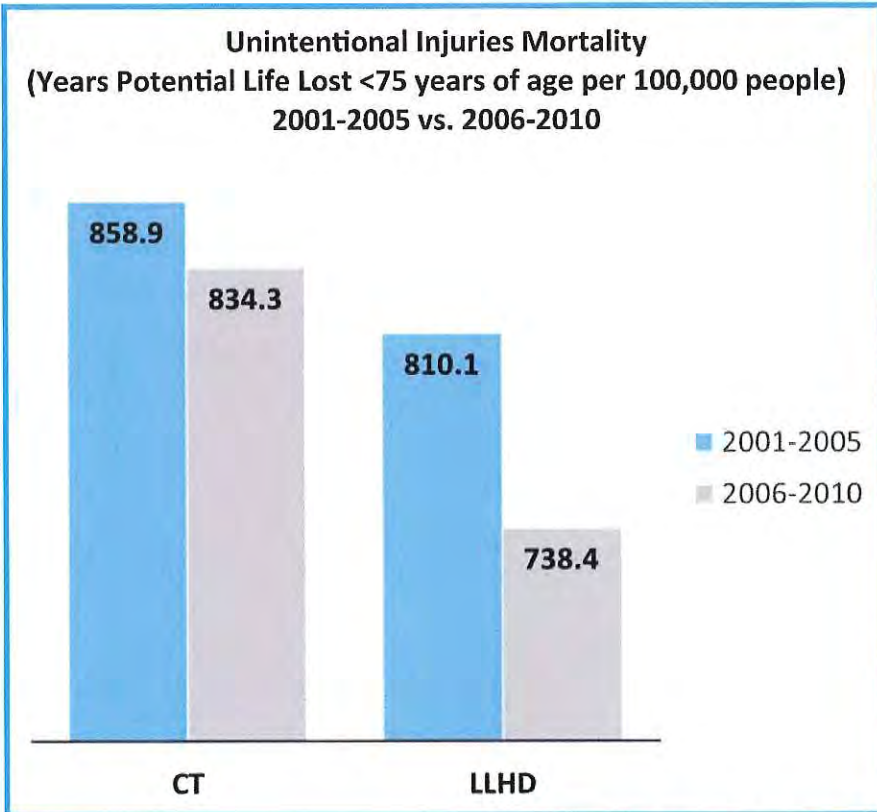
Teen focus group participants report feeling less safe in their neighborhoods due to increased drug activity, people being shot at, and "strange people walking around."

Source: 2015 Wellbeing Survey



While mortality from unintentional injuries overall decreased between the two five year periods 2001-2005 and 2006-2010 at both the state and local levels, mortality in Greater New London related to falls increased.

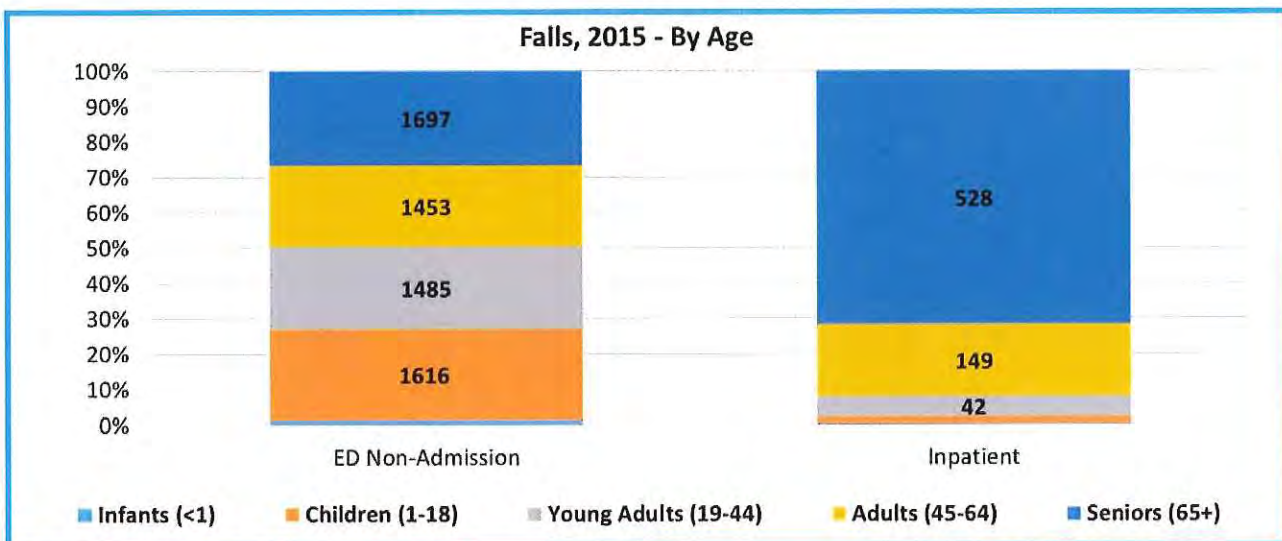
For 2015, ED non-admissions for falls for residents of Greater New London were almost evenly divided among the age groups 1-18, 19-44, 45-64 and 65+. Inpatient admissions however were



Source: CT DPH

## Unintentional Injuries

heavily skewed toward the 65+ age group, demonstrating the increased likelihood of more severe complications from a fall for the elderly.



Source: CT Hospital Association



# Environmental Risk Factors and Health



Before 1978, lead was used as an additive to paint used in houses. The age of the housing stock in Greater New London means that numerous homes may have layers of leaded paint on doors, windows, porches or walls. When this paint chips or peels lead dust can be ingested or inhaled. Lead can also be found in soil outside of older homes and in ceramic dishes, crystal and other items.

Children in Connecticut are required to be tested for lead at about ages one and two. In New London County, less than 20% of children receive both tests as mandated. (CT DPH)

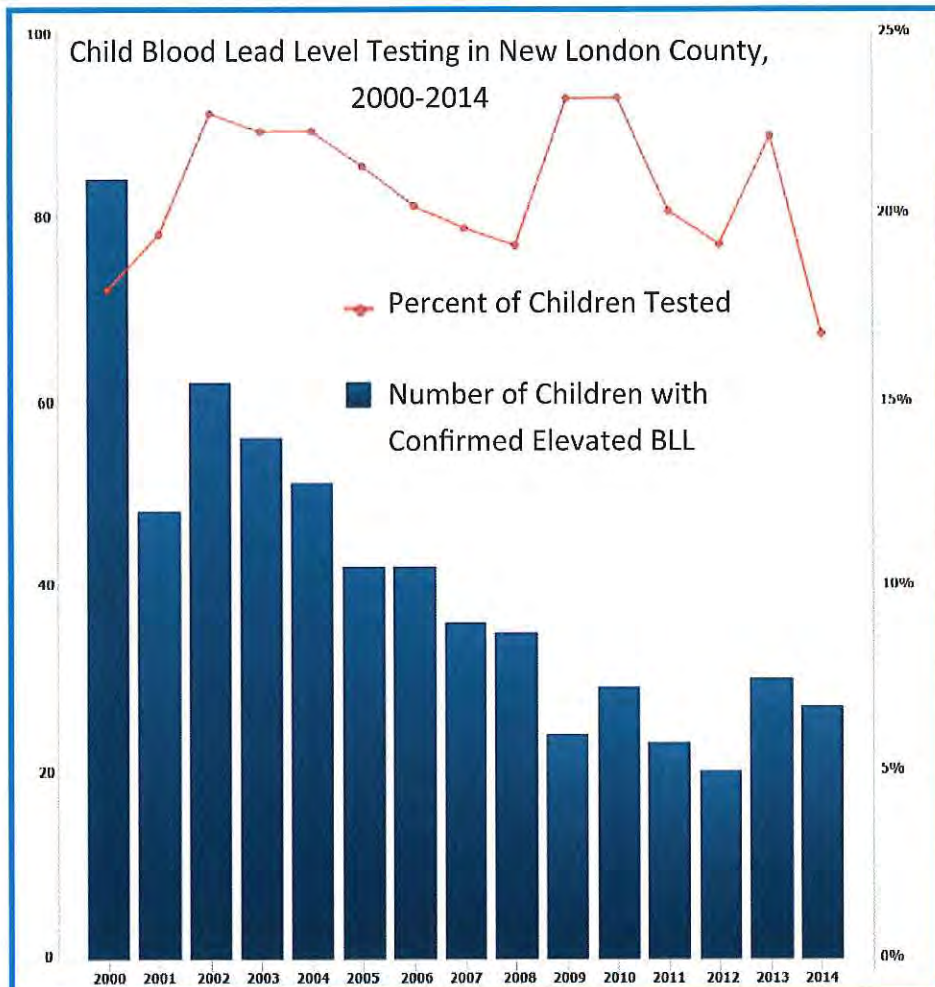
Local health departments including LLHD and Uncas Health District are charged with taking action when a child with elevated blood lead levels is identified. While the numbers of children with elevated blood lead levels in New London County have been under 40 per year for the last 10 years, lead poisoning remains a substantial public health concern as there is potential for severe and life-long health and developmental repercussions. While the Connecticut General Statutes designates certain

## Lead

blood lead levels as actionable by health departments, no level of lead is safe. Lead poisoning can cause growth

problems, hearing loss, learning problems, brain and neurological damage and even death.

Extensive research has noted correlations between elevated blood lead levels and poverty and renter-occupied housing.



Source: CT DPH

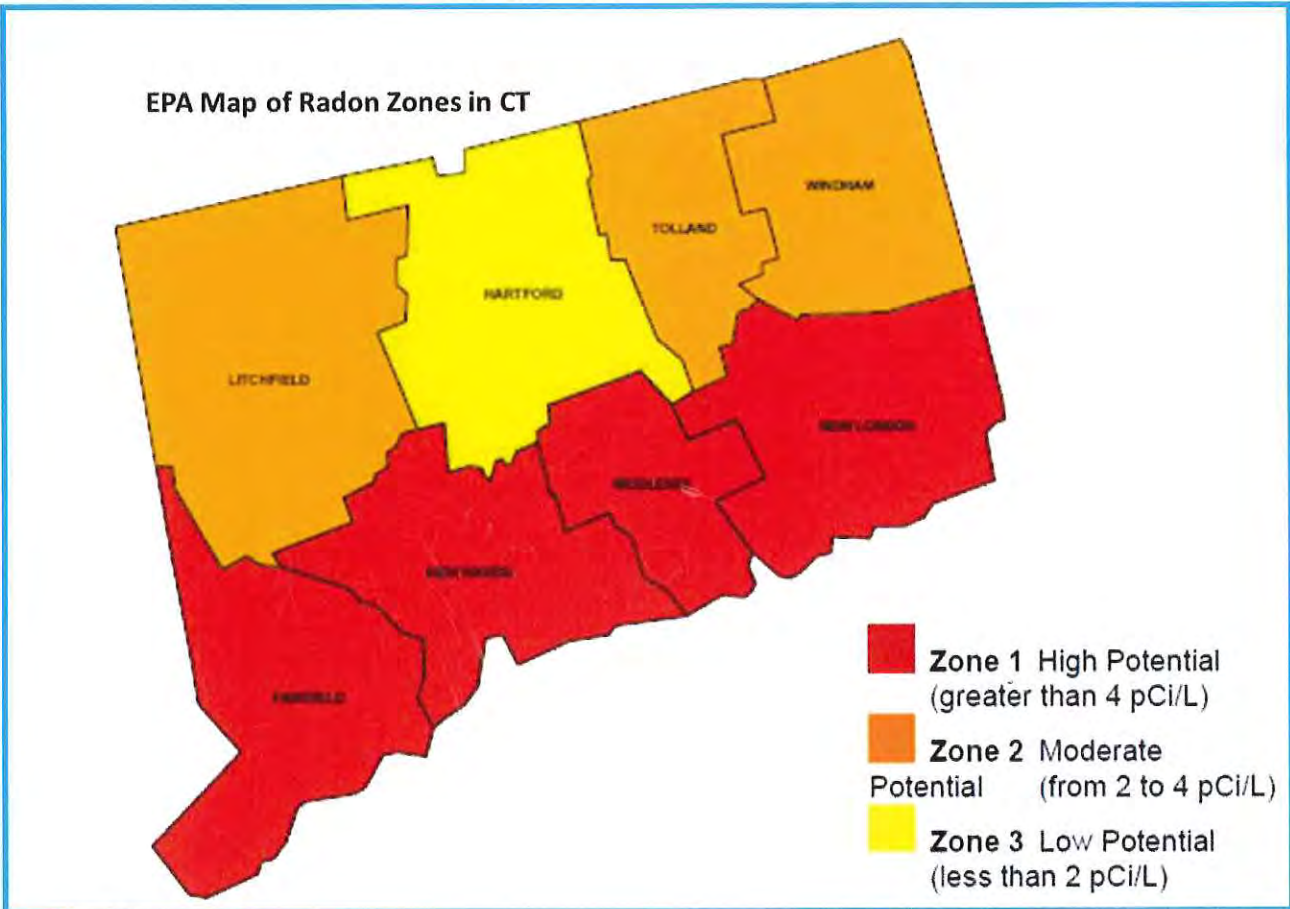


Radon is a gas that forms when radioactive elements break down in rocks, soil and groundwater. Radon occurs naturally in some areas more than others. The EPA designates Greater New London, along with the entire southern coast of Connecticut, as a Zone 1, having high potential for radon exposure.

Radon is the second leading cause of lung cancer after cigarette smoking (CDC); the high potential for exposure in the area may be contributing to the locally high rates of lung cancer.

On the map below, each zone designation reflects the average short-term radon measurement that can be expected to be measured in a building without the implementation of radon control methods. The radon zone designation of the highest priority is Zone 1, which is the designation of New London County.

## Radon



Source: EPA

## Next Steps



Understanding health and wellbeing and their contributing factors for the southeastern CT region is critical; addressing the question of how to impact identified issues is equally, if not more, important. Following the analysis of data collected through this Community Health Assessment, the Southeastern CT Health Improvement Collaborative (Collaborative) engaged in a process to prioritize issues and develop strategies to improve health and well-being in the region. The Community Health Improvement Plan developed by the Collaborative is a dynamic

document that serves as a roadmap for interventions going forward.

This work follows a collective impact model, one which is effective when addressing entrenched social and community issues. Collective impact begins with the idea that large-scale social change requires broad cross-sector coordination and occurs when organizations from different sectors agree to solve a specific problem. The key elements of collective impact include creating a common agenda, aligning and coordinating efforts, using common measures of success, maintaining excellent communication among partners, and facilitating through a “backbone organization.”



## Collective Impact

### HOW Use a Balanced Portfolio of Interventions for Greatest Impact

- Action in one area may produce positive outcomes in another.
- Start by using interventions that work across all four action areas.
- Over time, increase investment in socioeconomic factors for the greatest impact on health and well-being for all.



Future work should focus on continuing to untangle the complex interactions among socioeconomic status, physical environment, individual health behaviors and clinical care—all factors that impact health and wellbeing.



# Community Health Improvement Plan



Collective Action to Create a Healthier Community

## *SE CT Health Improvement Collaborative Steering Committee Members*

Maritza Bond, MPH, Executive Director, Eastern Area Health Education Center  
 Megan Brown, CFRE, Senior Director of Marketing and Development, Thames Valley Council for Community Action  
 Constance Capacchione, MS, MPH, Public Health Program Coordinator, Uncas Health District  
 David Cawley, Program Planner, Thames Valley Council for Community Action  
 Stephanye Clarke, New London NAACP, Universal Health Care Foundation Communications Coordinator, African American Health Council  
 Nancy Cowser, Senior Vice President of Strategy, United Community and Family Services  
 Tammy Daugherty, Director of the Office of Development and Planning, City of New London  
 Karen Ethier-Waring, LMFT, Director of Clinical Services, Child and Family Agency of SECT  
 Judelysse Gomez, PhD, Assistant Professor of Psychology, Connecticut College  
 Jim Haslam, Staff Attorney, CT Legal Services  
 Juliet Hodge, Director of Economic Development and Marketing, Southeastern CT Enterprise Region  
 Carol Jones, Director Medical/Housing Case Management, Alliance for Living  
 Amanda Kennedy, Director of Special Projects, Southeastern CT Council of Governments  
 Jerry Lokken, Recreation Services Manager, Groton Parks and Recreation  
 Patrick Lynch, M.ED, Assistant Director of College/School Partnerships, Connecticut College  
 Tommie Major, Director of Parks and Recreation, City of New London  
 Alejandro Melendez-Cooper, President, Hispanic Alliance  
 Jeanne Milstein, Director of Human Services, City of New London  
 Patrick McCormack, MPH, Director of Health, Uncas Health District  
 Janeen Ortiz, Center Manager, Planned Parenthood of Southern New England  
 Michael Passero, Mayor, City of New London  
 Ocean Pellett, activist, United Action CT  
 Cherie Poirier, MBA, Development Coordinator, Eastern Area Health Education Center  
 Ann Pratt, Director of Organizing, Connecticut Citizens Action Group  
 Tracee Reiser, Associate Dean for Community Learning, Associate Director Holleran Center, Connecticut College  
 Dianna Rodriguez, LMSW, Behavioral Health Clinician, Community Health Center Inc.  
 Ariella Rotramel, PhD, Assistant Professor of Gender and Women's Studies, Connecticut College  
 Michele Scott, MSOL, Community Development Specialist, Mashantucket Pequot Tribal Nation  
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 Stephen Smith, MD, Community Health Center New London  
 Victor Villagra, MD, UCONN Health Disparities Institute  
 Melinda Wilson, Grant Writer, United Community and Family Services

We are grateful to the many Connecticut College students who have participated in our discussions and work.



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Over the course of one year, L+M Hospital (L+M) and Ledge Light Health District (LLHD) worked with the community partners on the SECT Health Improvement Collaborative (Collaborative) to collect and analyze the local health data presented in the Community Health Assessment (CHA) which accompanies this Community Health Improvement Plan (CHIP). The CHA examined leading health indicators in eight domains: social determinants of health; health systems and access to care, chronic disease, infectious disease, maternal and infant health, mental health and substance abuse, injury and violence, and environmental risk factors and health. The indicators explored were limited to those for which there were local data available. As a result of very limited local population health data on children, the CHA is predominately focused on the health status of adults in the community. The CHA brought to light certain areas of concern, where statistical analysis documented a disparate burden of disease, illness, injury, social or economic condition or limitation in healthcare access. While the work to produce the CHA and understand health and well-being and their contributing factors was crucial, addressing the question of how to impact identified issues is equally, if not more, important. This document identifies the health issues selected by the Collaborative for immediate action and objectives and strategies for each.

It is important to note that this Community Health Improvement plan is a dynamic “living document”. In the absence of unlimited funding, people resources and influence in social and economic systems, it was necessary to “start some where” and the prioritization process identified in this document helped the Collaborative identify the starting point. Future work will focus on continuing to untangle the complex interactions among the socioeconomic status, physical environment, individual health behaviors and clinical care factors that impact health and well-being as we seek to better understand the priority issues. The CHIP will continue to evolve and reflect that changing understanding as well as new partners and strategies that join the effort.

*For questions about this plan or to find out more about the Southeastern Connecticut Health Improvement Collaborative, please contact the leadership team:*

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Following the completion of the CHA, the Collaborative engaged in a process to prioritize issues and develop strategies to improve health and well-being in the region. The prioritization process included several rounds of review, discussion and group prioritization exercises:

- As the CHA was being edited and finalized, the leadership team from L+M and LLHD identified 31 indicators from the eight domains on which the region or a group within the region was an outlier. Efforts were taken to define the indicators as specifically as possible and to identify where certain groups were experiencing disparate health outcomes in the community. The 31 indicators are listed as Appendix A.
- In May 2016, 35 community partners (listed in Appendix B) participated in a data review and prioritization process using an objective scoring tool (attached as Appendix C), focused on these 31 indicators. The tool provided a frame for each participant to independently score each indicator on relevance (“how important is the issue?”), impact (“what do we get out of addressing it?”), and feasibility (“can we do it?”). The indicators were ranked according to their overall score—both within their domains and within the complete list.
- The leadership team then took effort to group the eight domains into four categories: social determinants/health systems; chronic disease; maternal-child health/infectious disease/environmental risk; and mental health/substance abuse/injuries and violence. At the June meeting of the Collaborative, members voted by selecting their top three indicators in each category. Following the meeting, members were given another opportunity to vote for their top twelve indicators, this time not categorized.

In addition to these group exercises by the Collaborative, input was solicited from the residents who had participated in the CHA focus groups, the community at large through the LLHD website, the Directors of Health for LLHD and Uncas Health District, and the ACHIEVE New London Collaborative (a group focused on chronic disease prevention). All told, over 65 individuals, presenting a broad range of perspectives, participated in the prioritization work.

Throughout all these prioritization exercises and discussions, five indicators consistently rose to the top of the list. The leadership team grouped them under three areas of focus and presented them to the Collaborative for input and approval:

- Improve the conditions that support mental wellbeing and reduce substance use. Indicators:
  - ⇒ opioid use
  - ⇒ anxiety/depression among minorities
- Support and nurture healthy lifestyles. Indicator:
  - ⇒ contributing factors to diabetes
- Ensure access to care. Indicators:
  - ⇒ prenatal care and related birth outcomes
  - ⇒ access to care for the low-income population

Subsequent meetings of the Collaborative included analysis of strengths, weaknesses, opportunities and threats in the region for each area of focus followed by the definition of goals and objectives, the creation of strategies, and the development of other plan elements. The resulting CHIP is a dynamic document that serves as a roadmap for interventions going forward.



This work follows a collective impact model, one which is effective when addressing entrenched social and community issues. Collective impact begins with the idea that large-scale social change requires broad cross-sector coordination and occurs when organizations from different sectors agree to solve a specific social problem. The key elements of collective impact include creating and following a common agenda, aligning and coordinating efforts to ensure that they are mutually reinforcing, using common measures of success, maintaining excellent communication among partners, and facilitating through a “backbone organization.” The Collaborative shares the responsibility to ensure that the strategies identified are implemented and that impact is measured. It can work to build capacity of existing efforts on a particular issue or take leadership on issues not being addressed. A tracking tool will be developed in order to enable the Collaborative to monitor progress on prioritized issues. The Collaborative leadership team will maintain transparency in all activities, communicate regularly with the Collaborative, and facilitate the ongoing efforts of the group.

Throughout the work of the Collaborative to date and going forward, the group has operated within values that include:

- Intentional creation of a culture of trust
- Authenticity in seeking community involvement
- Inclusiveness
- Respectfulness of cultural considerations and differences
- Social justice

At the June meeting of the Collaborative, members began discussing a vision statement that would reflect these values as well as some of the common themes that emerged from the CHA when residents were asked about their visions of a healthy community. As the work continues, the resulting draft vision statement will be refined and have an accompanying mission statement:

*Southeastern Connecticut is a community healthy in body and mind that promotes access, healthy equity, social justice, inclusiveness and opportunities for all!*

## Priority Area: Mental Well-being and Substance Abuse



**Priority Area and Indicators**

**Improve the conditions that support mental wellbeing and reduce substance use.**

**Indicators: Opioid Use and Anxiety/Depression among Minorities**

**Goals**

**Objectives**

Ensure systems are in place to support mental and emotional wellbeing in our community

By January 2018, better understand the characteristics of people living with opioid addiction in order to inform prevention activities.

By January 2018 identify and understand local disparities related to anxiety and depression and take concrete action to improve local mental health systems of care.



## Objective 1

By January 2018, better understand the characteristics of people living with opioid addiction in order to inform prevention activities.

Community Needs	Populations at Risk/ Disparities	Root Causes
<p>In 2015, alcohol and substance abuse was the 5th most prevalent condition among hospitalization (inpatient and ED) among area residents.</p>	<p>All residents</p>	<p>trauma, frontal lobe development, experimentation, family stressors, mental health issues, ready access to Rx opioids, vulnerable subpopulations (to be identified)</p>
<p>ED encounters at L+M for opioid abuse more than doubled between 2009 and 2014.</p>		
Existing Community Assets		People to Bring to the Table
<p>various community coalitions including community prevention coalitions, first responders, municipal leaders, social service agencies, healthcare/treatment providers, SERAC, LLHD</p>		<p>entities coordinating the various community efforts, MPH students to contribute to research, first line providers for research collaboration</p>



## Objective 2

By January 2018 identify and understand local disparities related to anxiety and depression and take concrete action to improve local mental health systems of care.

Community Needs	Populations at Risk/ Disparities	Root Causes
Substantially fewer people earning less than \$30K report trusting people in their neighborhood	Low income residents	poverty, lack of culturally sensitive services, transportation, social isolation, immigration/newcomer issues, emotional stressors, stigma, trauma
Hispanics were much more likely than Whites or Blacks to report depression, hopelessness, and/or anxiety	Hispanics	
Medicaid participants are disproportionately represented-at twice the rate-among residents with ED Non-Admissions for suicides and self-inflicted injuries	Medicaid beneficiaries	
Existing Community Assets	People to Bring to the Table	
FQHCs, private providers, L+M/LMMG, Southeastern Mental Health Authority, Sound Community Services	Hispanic provider group through Hispanic Alliance	

## Priority Area: Healthy Lifestyles



**Priority Area and Indicators**

**Support and nurture healthy lifestyles**

**Indicators: Contributing factors to diabetes**

**Goals**

**Objectives**

Increase healthy food consumption and physical activity—both contributing factors to diabetes, to reduce incidence, particularly among minority populations

By January 2018, identify policy/systems change opportunities and take concrete action in support of healthy food consumption and increased physical activity.

By January 2018, develop a plan and implement a campaign to raise awareness of healthy lifestyles.

By January 2018, identify gaps in the system of care for people with pre-diabetes and create strategies to address those gaps.



### Objective 1

By January 2018, identify policy/systems change opportunities and take concrete action in support of healthy food consumption and increased physical activity.

### Objective 2

By January 2018, develop a plan and implement a campaign to raise awareness of healthy lifestyles.

### Objective 3

By January 2018, identify gaps in the system of care for people with pre-diabetes and create strategies to address those gaps.

Community Needs	Populations at Risk/Disparities
59% of residents with incomes below \$30K report being food insecure	Low income residents
Higher rates of obesity among lower income populations	
42% of residents with incomes below \$30K report never exercising	
34% of residents with incomes below \$30K report having diabetes	Black/African Americans
Higher rates of obesity among Black/African American population	
13% of residents with a high school education or less report having diabetes	Residents with less than HS education



### Objective 1

By January 2018, identify policy/systems change opportunities and take concrete action in support of healthy food consumption and increased physical activity.

### Objective 2

By January 2018, develop a plan and implement a campaign to raise awareness of healthy lifestyles.

### Objective 3

By January 2018, identify gaps in the system of care for people with pre-diabetes and create strategies to address those gaps.

Root Causes	Existing Community Assets	People to Bring to the Table
Food insecurity, inadequate nutrition education, access to safe spaces to recreate, built environment deficits, food deserts, excessive screen time	Mobile market, community gardens, farm to school programs, school food programs, summer feeding program, produce at food banks, parks and rec programs/scholarships, organized sports, public parks, NLC Food Policy Council, Gemma Moran Food Center, WIC program, Youth centers, Diabetes Prevention Programs, Joslin Diabetes Center, LLHD, L+M Hospital/LMMG, SECT Health Improvement Collaborative,	schools

## Priority Area: Access to Care



**Priority Area and Indicators**

**Ensure Access to Care**

**Indicators: Prenatal Care and Access to Care for Low-Income Populations**

<b>Goals</b>	<b>Objectives</b>
<p>Increase access to equitable and quality health care for low income residents.</p>	<p>By January 2018, increase understanding of community needs and misalignments between local systems of care, transportation systems and other factors impacting access, and take concrete action to increase access to equitable and quality health care.</p>
<p>Ensure systems are in place to support healthy pregnancies and positive birth outcomes for all SECT residents.</p>	<p>By January 2018, identify and understand local disparities with regard to prenatal care, low birthweight, neonatal abstinence syndrome and infant mortality, and take concrete action to improve local systems that improve these birth outcomes.</p>



## Objective 1

By January 2018, increase understanding of community needs and misalignments between local systems of care, transportation systems and other factors impacting access, and take concrete action to increase access to equitable and quality health care.

Community Needs	Populations at Risk/Disparities	Root Causes
31.5% of all ED visits by residents of Greater New London were for Ambulatory Care Sensitive Conditions	Medicaid beneficiaries/Blacks	Insurance status, cost, hours of available appointments, transportation, cultural and linguistic competence of providers
At-risk groups are more than twice as likely to receive care in the ED 3 or more times in the past 12 months compared to the overall population	HS or less education/<\$30k income group/Black/Hispanic	
1 in 5 residents of Greater New London delayed getting needed medical care in the past 12 months.	Low income residents	
Existing Community Assets		People to Bring to the Table
FQHCs, private providers, SECT Health Improvement Collaborative, SEAT and other transportation providers, SECOG, SECTER, SMHA		SEAT, SECOG



## Objective 2

By January 2018, identify and understand local disparities with regard to prenatal care, low birthweight, neonatal abstinence syndrome and infant mortality, and take concrete action to improve local systems that improve these birth outcomes.

Community Needs	Populations at Risk/ Disparities	Root Causes
<p>Infant mortality rate in LLHD was 7.2 per 1,000 live births in 2013.</p>	<p>State data suggest Blacks and Hispanics</p>	<p>Insurance status, lack of awareness of importance of prenatal care, lack of transportation, maternal mental health, tobacco use, nutrition, food insecurity, maternal chronic illness, pattern of avoidance of Ob/Gyn care, hiding pregnancy, chronic maternal stress</p>
<p>16.1% of births in LLHD did not receive adequate prenatal care in 2013.</p>		
<p>7.7% of births in LLHD resulted in infants of low birth weight in 2013</p>		
<p>There was an increase of 60% in the number of babies born at L+M Hospital with neonatal abstinence syndrome.</p>	<p>State data suggest Whites and Medicaid</p>	<p>Overprescribing/availability/affordability of opiates, limited access to alternative pain management</p>
Existing Community Assets		People to Bring to the Table
<p>L+M, SCADD, Sound Community Services, Private providers, FQHCs</p>		<p>SCADD, Private providers</p>

# Appendices



Indicator
ACS Condition ED Visits
Anxiety
Asthma
Births to Teens
Cancer
Cardiovascular Disease
Chronic Lower Respiratory Disease
Depression
Diabetes
Employment
Falls
Food
Gonorrhea
Healthcare Delay
Hepatitis C
Housing
Hypertension
Infant Mortality
Lead Poisoning
Low Birthweight
Opioid Use
Oral Health
Prenatal Care
Repeat ED Visits
Sexually Transmitted Infection
Social Cohesion
Suicide
Tobacco
Transportation
Vandalism
Violence

Community Health Assessment Prioritization Event

Wednesday, May 18, 2016 from 10:30 AM to 1:30 PM (EDT)

Last Name	First Name	Organization
Boushee	Emily	Senator Murphy's Office
Brown	Megan	TVCCA
Clarke	Stephanye	Universal Healthcare Foundation
Cowser	Nancy	UCFS
Crook	Kathleen	L+M Healthcare Board of Directors
Cummings	Bruce	L+M Healthcare
Devine	Michele	SERAC
Eaccarino	JoAnn	Child and Family Agency
Gomez	Judelysse	Connecticut College
Jukoski	Mary Ellen	L+M Healthcare
LENZINI	MARY	Visting Nurse Association of SECT
Lokken	Jerry	Town of Groton Parks and Recreation
Lynch	Patrick	Connecticut College
MacKenzie	C. Stephen	SECTOR
McCarthy	Cathy	L+M Healthcare
Melendez-Cooper	Alejandro	Hispanic Alliance
Milstein	Jeanne	City of New London
OBrien	Jennifer	Community Foundation of ECT
Oefinger	Mark	Town of Groton
Parker	Kathy	Community Foundation of ECT
Pellett	Ocean	United Action CT
Poirier	Cherie	Eastern Area Health Education Center
Pratt	Ann	CT Citizens Action Group
Reiner	Jonathan	Town of Groton Planning
Scott	Michele	Mashantucket Pequot Tribal Nation
Sears-Graves	Dina	United Way of SECT
Sistare	Linda	Citizen
Sistare	Kent	Ledge Light Health District Board of Directors
Smith	Stephen	Community Health Center New London
Smith	Natalie	L+M Healthcare
Soto	Chris	Higher Edge
Stockton	Annie	United Way of SECT
Sullivan	Colleen	UCFS
Taylor	Cindi	Visting Nurse Association of Old Lyme
Wilson	Melinda	UCFS

## Rating and Ranking Worksheet

### Step 1: Rate Key Findings using Criteria

Instructions: Rate each Key Finding based on how well it meets each of the criteria provided.

Rate 1 – 10, with 1=very low and 10=very high

Add your four ratings for each key finding

### Step 2:

Rank key findings

DOMAIN:	Selection Criteria			Total Score	Rank order of key findings
	Relevance <i>How important is it?</i>	Impact <i>What will we get out of it?</i>	Feasibility <i>Can We do it?</i>		
Key Findings	-Burden (magnitude, severity, economic cost, urgency) of the issue	-Effectiveness -Coverage -Builds on or enhances current work	-Community capacity -Technical capacity -Economic capacity -Political capacity/will		Referring to your total score numbers, rank order each of the key findings with a 1 being the key finding with the highest total score, 2 being the key finding with the second highest score, etc.  In case of identical totals, use your best judgment to assign a unique rank number to each issue to break the tie.
	-community concern	-Can move the needle and demonstrate measureable outcomes	-Socio-cultural aspects -Ethical aspects -Can identify easy short-term wins		
	-focus on equity and accessibility				

## Greer, Leslie

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**Subject:** FW: OHCA Conditions Document for Docket Numbers: 15-32033-CON and 15-32032-CON  
**Attachments:** Yale New Haven Summary of Conditions (102116).pptx

---

**From:** Capozzalo, Gayle [<mailto:Gayle.Capozzalo@ynhh.org>]  
**Sent:** Friday, October 21, 2016 2:18 PM  
**To:** Martone, Kim  
**Cc:** Rosenthal, Nancy; Tamaro, Vincent; Willcox, Jennifer; Aseltyne, Bill; O'Connor, Christopher; Perrone, Brett  
**Subject:** OHCA Conditions Document for Docket Numbers: 15-32033-CON and 15-32032-CON

Kim,  
Attached please find the document we discussed yesterday. Nancy and I attempted to document the discussions that we have had regarding integrating the conditions and providing a coordinated way of addressing them. Once you've had time to review it, we look forward to discussing it with you. You will receive Deloitte's qualifications and workplan early next week. Thank you very much for working with us on this.  
Gayle

**Gayle Capozzalo**  
Executive Vice President and  
Chief Strategy Officer

789 Howard Avenue  
New Haven, CT 06519

**Phone:** 203-688-2605  
**Fax:** 203-688-3472

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# **Review of OHCA Conditions**

**Docket Numbers: 15-32033-CON and 15-32032-CON**

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October 21, 2016

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# Review of OHCA Conditions

## Strategic Plan

### 15-32033-CON CONDITIONS 4 / 19 / 32b

Submit Strategic Plan by 3/7/2017  
and report for 5 years

### 15-32033-CON CONDITION 7

Until Capital Commitment Is Satisfied  
or 5 years

- YNHSC shall submit a strategic plan by March 7<sup>th</sup>, 2017 (180 days after Closing Date) demonstrating how health care services will be provided by L+MH for five years following the Transfer Agreement, including any consolidation, reduction, or elimination of existing services or introduction of new services (the “Services Plan”). The strategic plan must include recruiting and retaining eight (8) additional PCPs and other providers to Eastern CT (New London, Windham and Tolland counties). The PCPs are defined as physicians in internal medicine, family practice, pediatrics, OB/GYN and geriatrics. The achievements attained in the strategic plan will be reported semi-annually for the 1<sup>st</sup> year (60 Days after March 31<sup>st</sup> and September 30<sup>th</sup>) and annually thereafter for a total of 5 years (Condition 32f), until March 31, 2021
- YNHSC shall submit to OHCA a narrative report on the resource investments (“Resource Investment Report”) it has made in L+M in semi-annually and its affiliates from the \$300M Commitment Amount. It must include list of expenditures, why the expenditure, and timeframe, and the funding source. The reports shall be signed by L+MH’s or L+M’s Chief Financial Officer. The first reporting period is through March 31<sup>st</sup> 2017 (Report due May 31<sup>st</sup>), the second reporting period is April 1, 2017 – September 30<sup>th</sup>, 2017 (report due November 30<sup>th</sup>, 2017). Semi-Annual reporting shall continue for 3 years ending September 30<sup>th</sup>, 2019 (Report due November 30, 2019).

### 15-32033-CON CONDITION 5

Until Services Plan Submitted

- YNHSC shall provide OHCA with notice of any reallocation of inpatient beds and relocation of outpatient services for L+MH specific to those services that existed at L+MH as of the Decision Date.

### 15-32033-CON CONDITIONS 18 / 32a

5 Years

- L+M Hospital shall continue to maintain emergency room services, inpatient general medicine services, cardiology services (including emergency and elective PCI), inpatient obstetrics/gynecology services, inpatient behavioral health services, critical care unit services, and oncology services, which such services shall assure patient affordability and adhere to standards of care, quality, and accessibility and reflect local community need. Affirmation that these services will continue for 5 years. Reporting periods will be 60 days after March 31, 2017 and September 30, 2017 (Reports due May 31 and November 30<sup>th</sup> 2017) and on an annual basis thereafter (60 days after September 30) each year thereafter for a total of 5 years. (Ending September 30<sup>th</sup> 2021)



# Review of OHCA Conditions

## Financial Reporting

---

### 15-32033-CON CONDITION 6 3 Years

- The Applicants shall file with OHCA the total price ( weighted average price for all government and non-governmental payers) per unit of service for each of the top 25 most frequent MS-DRGs (inpatient) and top 25 most frequent CPT codes (outpatient) for L+MH services. This will be reported at the end of each fiscal year for 3 years.

### 15-32033-CON CONDITIONS 8 3 Years

- YNHSC shall submit to OHCA a semi-annual financial measurement report. This report must show current month and year-to-date data and comparable prior year period data for L+MH and L+M. It includes various financial indicators related to margins, liquidity, leverage, and other statistics. The first reporting period is through March 31<sup>st</sup> 2017 (Report due May 31<sup>st</sup>), the second reporting period is April 1, 2017 – September 30<sup>th</sup>, 2017 (report due November 30<sup>th</sup>, 2017). Semi-Annual reporting shall continue for 3 years ending September 30<sup>th</sup>, 2019 (Report due November 30, 2019).

### 15-32033-CON CONDITIONS 32f 15-32032-CON CONDITION 7c 5 Years

- A five year synergy financial plan will be submitted by March 7, 2017. This plan will provide a 5 year projection of synergies expected broken down by fiscal year, resulting from non-clinical shared services opportunities such as L+M's integration of YNHSC Information Technology systems and platforms, supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M's reduced cost of capital and L+M's participation in population health initiatives. Annually, YNHSC shall also submit reports 100,150,175 or successor reports. The first reporting period for all of the reports is through March 31<sup>st</sup> (Report due by May 31<sup>st</sup>). Reporting periods will be 60 days after March 31, 2017 and September 30, 2017 (Report due May 31 and November 30<sup>th</sup> 2017) and on an annual basis thereafter (60 days after September 30) each year thereafter for a total of 5 years. (Ending September 30<sup>th</sup> 2021)

# Review of OHCA Conditions

## Cost and Market Impact Review

Continued

### 15-32033-CON CONDITION 22

### 15-32032-CON CONDITION 3

5 Years,  
Initiate by 12/7/2016

- YNHHS shall initiate a cost and market impact review, within 90 days (12/7/2016) of the Closing date to establish a baseline cost structure and total price per unit of service for L+MH and LMMG, and establish a cap on the annual increase in the total price per unit of service. YNHHS shall retain an independent consultant, subject to OHCA's approval, to conduct the baseline Cost and Market Impact Review ("CMIR") and annual updates and pay all costs associated with the CMIR. The report shall analyze factors relative to L+MH and LMMG and the Eastern CT market including: a) L+MH and LMMG's size and market share within their primary and secondary service areas; b) L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services in Eastern CT; c) L+MH and LMMG cost and cost trends in comparison to total healthcare expenditures statewide; d) availability and accessibility of services similar to those provided by L+MH and LMMG in their primary and secondary service areas; e) the role of L+MH and LMMG in serving at-risk, underserved and government payer populations, including those with behavioral, substance use disorder and mental health conditions, within their primary and secondary service areas; f) the role of L+MH and LMMG in providing low margin or negative margin services within their primary and secondary service areas; g) general market conditions for hospitals and medical foundations in the state and in Eastern CT; and h) other conditions that the independent consultant determines to be relevant to ensuring that L+MH and LMMG prices do not exceed the market price for similar services in Eastern CT. If the review finds a likelihood of materially increased prices as a result of the affiliation, DPH and YNHHS must meet to create a performance improvement plan to address the conditions and the Commissioner of DPH will determine whether YNHHS is in compliance. Prior to the end of each fiscal year, the consultant will conduct the annual CMIR update and use the results to establish a cap on any increase in the price per unit of service for the upcoming fiscal year. The consultant will report to DPH and provide reports to OHCA within 30 days of completion of the report, which shall be kept confidential. The consultant, in establishing the cap, shall take into consideration the cost reductions resulting from the affiliation and the annual cost of living of the primary service area of Eastern CT.

### 15-32033-CON CONDITION 23

### 15-32032-CON CONDITION 4

5 Years

- For purposes of determining the price per unit of service:
  - (a) A "unit of service" for inpatient hospital services shall be a case categorized by an ICD-9-DM/ICD-IO-DM diagnosis code or a Diagnosis-Related Group (DRG) code and identified by the Connecticut Department of Insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently occurring acute care hospital inpatient primary diagnoses, the fifty most frequently provided acute care hospital inpatient principal procedures, and the twenty-five most frequent inpatient surgical procedures.
  - (b) A "unit of service" for outpatient hospital services shall be a procedure or service categorized by a Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding (HCPC) code and identified by the Connecticut Department of Insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently provided outpatient procedures, the twenty-five most frequent outpatient surgical procedures and the twenty-five most frequent imaging procedures performed in the state.
  - (c) A "unit of service" for physician services shall be a work Relative Value Unit (wRVU).
  - (d) The baseline to be established as of the Date of Closing for L+M's total price per unit of service for physician services and inpatient and outpatient hospital services is inclusive of all administrative overhead, other ancillary fees including, but not limited to facility fees and the total price per unit shall reflect the total price of such service.
  - (e) All administrative costs for overhead, ancillary fees, facility fees or any other fees which are reflected in the total price per unit shall be determined by the independent consultant to be within any annual cap established.

# Review of OHCA Conditions

## Cost and Market Impact Review

Continued

### 15-32033-CON CONDITIONS 20a / 32c

15-32032-CON  
CONDITIONS 1 / 7a  
Commercial plan contracts maintained until 12/31/2017, and no rate increase during this period. rate increase subject to price cap until 9/8/2021 for L+MH

- L+MH shall maintain the current L+M Hospital commercial health plan contracts and rates through 12/31/2017, although scheduled increases previously negotiated prior to the date of Closing (9/8/2016) may be maintained. Any L+MH commercial plan contract that expires prior to 12/31/2016 shall be extended to 12/31/2017 and any contracts without an expiration date shall be continued (as of Closing date 9/8/2016), under their current negotiated term, to 12/31/2017. No negotiations for price increases shall take place between 9/8/2016 and 12/31/2017. After 12/31/2017, L+MH shall negotiate new rates based on L+MH's post-Closing cost structure, taking into account price or cost reductions, i.e. efficiencies, achieved as a result of the affiliation. No single system-wide rates shall be imposed and negotiated rates should be reflective of the market conditions of hospitals in Eastern CT. Any annual increase in the total price per unit of service for L+MH shall be subject to a price cap determined through the process identified in OHCA Condition 22 (CMIR process). An annual price cap will remain in place until 9/8/2021 (5 years). Affirmation that commercial Health Plans are in place as of closing date are maintained new contracts and consistent with Conditions 20a, 21a and 22

### 15-32033-CON CONDITIONS 20b / 32C

15-32032-CON  
CONDITION 1  
Commercial plan contracts maintained until 12/31/2017, and no rate increase during this period. Rate increase subject to price cap until 1/8/2019 for LMMG.

- LMMG shall maintain the current LMMG commercial health plan contracts and rates through 12/31/2017, unless scheduled increases previously negotiated prior to the date of Closing (9/8/2016) shall be maintained. Any LMMG commercial plan contract that expires prior to 12/31/2016 shall be extended to 12/31/2017 and any contracts without an expiration date shall be continued as of 9/8/2016, under their current negotiated term, to 12/31/2017. No negotiations for price increases shall take place between 9/8/2016 and 12/31/2017. After 12/31/2017, LMMG shall negotiate new rates based on LMMG's post-Closing cost structure, taking into account and price or cost reductions, i.e. efficiencies, achieved as a result of the affiliation. Negotiated rates should be reflective of the market conditions of like medical foundations in Eastern CT. Any annual increase in the total price per unit of service for LMMG shall be subject to a price cap determined through the process identified in OHCA Condition 22 (CMIR process). The process to establish annual price cap will remain in effect from 12/31/2017 until 1/8/2019 (28 months). Affirmation that commercial health plans in place as of closing date are maintained and any new plans are consistent with Conditions 20b, 21b, 22

# Review of OHCA Conditions

## Cost and Market Impact Review

Continued

**15-32033-CON  
CONDITION 21a**

**15-32032-CON  
CONDITION 2a**  
After Closing

- LMMG and NEMG will align by 1/1/2017. When NEMG is able to charge site specific prices for LMMG physicians and therefore abide by LMMG commercial health plan contracts and price caps, then LMMG and NEMG may merge. OHCA will be notified when the merger is completed.

**15-32033-CON  
CONDITION 21b**

**15-32032-CON  
CONDITION 2b**  
28 Months until 1/8/2019.

- Physicians who are hired, recruited, or contracted by YNHHS to provide services in the primary service area (East Lyme, Lyme, Old Lyme, Groton, Ledyard, Montville, New London, North Stonington, Preston, Salem, Stonington and Waterford) in the following specialties: family medicine, general medicine, internal medicine, OBGYN, endocrinology, and psychiatry, shall be required to bill at the same rate as LMMG until 1/8/2019 (28 months).



# Review of OHCA Conditions

## Independent Monitor

### 15-32033-CON CONDITION 15 / 33

### 15-32032-CON CONDITION 8 By 11/7/16 and for 5 Years

- Within sixty (60) days after the Closing Date, YNHSC shall contract with an independent Monitor who has experience in hospital administration and regulation to serve as a post-transfer monitor. The Independent Monitor shall be retained at the sole expense of YNHSC. Representatives of OHCA and FLIS will approve the Independent Monitor's appointment. The Independent Monitor shall be engaged for a minimum period of two (2) years following the Closing, which may be extended for another year at OHCA's and/or FLIS's discretion. The Independent Monitor will be responsible for monitoring the Applicants' compliance with the Conditions set forth in this Order. The Applicants shall provide the Independent Monitor with appropriate access to L+MH and its applicable records in order to enable the Independent Monitor to fulfill its functions hereunder. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify and monitor compliance with the Conditions set forth herein.
- The monitor shall meet with community representatives six months after the 9/8/2016 Closing date (March 7, 2017) and annually thereafter and shall report to OHCA: a) L+M's compliance with the CON Order and b) the level of community benefits and uncompensated care provided by L+M during the prior period. The Monitor will report to OHCA within 30 days of its on-site reviews and meet with OHCA and FLIS to discuss its written reports. L+M shall provide the monitor with reasonable access to its public filings and facilities and all other financial information necessary for the purposes of carrying out his/her duties. L+MH shall hold a public forum in New London 180 days after the Closing date (March 7, 2017) and not less than annually thereafter during the five year monitoring period to provide public review and comment on the monitor's reports and findings. If the monitor determines that YNHHS and L+MH are substantially out of compliance with the CON conditions, the monitor shall issue a notice to YNHHS and L+MH regarding the deficiency(is). Within two weeks of receiving the notice, the monitor will convene a meeting with representatives of YNHHS and L+MH to determine an appropriate corrective plan of action. If the plan is not implemented by YNHHS and L+MH satisfactory to the monitor within thirty (30) days of the meeting, the monitor shall report the noncompliance and its impact on health care costs and accessibility to OHCA. OHCA will determine whether the non-compliance has had a material negative impact and what remedy is reasonably necessary to bring YNHHS and L+MH into compliance and shall have the right to enforce these conditions by all means and remedies available to it under law and equity, and the right to impose and collect a civil penalty. In the event OHCA determines that YNHHS and L+MH are in material non-compliance, OHCA may order YNHHS and L+MH to provide additional community benefits as necessary to mitigate the impact.

### 15-32033-CON CONDITION 16 2 Years

- The Independent Monitor will report to both OHCA and FLIS, conduct on-site visits no less than a semi-annual basis, and report to OHCA within 30 days of the on-site review. As necessary, the Independent Monitor will meet with OHCA and FLIS to discuss its written reports. At a minimum, two years duration.

# Review of OHCA Conditions

## Community Benefit

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### 15-32033-CON CONDITION 11 3 years

### 15-32033-CON CONDITION 31/32h 5 years

- The Applicants shall apply no less than a 1% increase per year, for the next 3 fiscal years, toward the L+MH's community building activities in terms of dollars spent, consistent with L+M's most recent Scheduled H of IRS Form 990 and its Community Health Needs Assessment (CHNA). . Annually, for 3 years (ending September 30, 2019), YNHSC shall identify the amounts and uses related to community benefits and community building and shall discuss how such investments and support are being applied toward the health needs identified in the CHNA and population health management objectives. Such reporting shall be filed within 30 days of the end of the fiscal year and shall be posted on L+MH's website. Condition 31 – submission to OHCA of the 2016 CHNA and CHIP has been completed.
- After the 3 years, and for the subsequent 2 years of the total 5 year period, L+M and YNHSC will be provide at least the same level of community benefit consistent with L+MH's most recent Schedule H with IRS Form 990 and its CHNA. The narrative should provide a description of L+MH's community benefit commitments in the communities L+M serves and amounts spent.

### 15-32033-CON CONDITION 12 3 Years

- The Applicants shall work toward making culturally and linguistically appropriate services available and integrated throughout L+MH's operations. Specifically, the Applicants shall ensure that L+MH shall take reasonable steps to provide meaningful access to each individual with limited English proficiency eligible to be served or likely to be encountered in its health programs and activities, in accordance with the implementing regulations of Section 1557 of the Patient Protection and Affordable Care Act. Additionally, the Applicants shall provide at L+MH, appropriate insurance navigator services for patients and, where appropriate, English as a second language and cultural competency training for employees. In complying with this Condition, the Applicants shall ensure that L+MH shall be guided by the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care published by the U.S. Department of Health and Human Services' Office of Minority Health. For three (3) years following the Closing Date, YNHSC shall submit a written report on its activities directed at meeting this Condition. Such reporting shall be filed within thirty (30) days of the anniversary date of the Closing and shall be posted on L+MH's website.

# Review of OHCA Conditions

## Charity Care Policies

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### 15-32033-CON CONDITION 9 Following Closing

- L+MH will adopt YNHSC's financial assistance (charity and free care) policies or adopt other policies that are at least as generous and benevolent to the community as L+MH's current policies. Any new policies will be provided to OHCA once approved by the L+MH Board. Post to L+MH website.

### 15-32033-CON CONDITION 10 3 years

### 15-32033-CON CONDITION 32e 5 years

- For 3 years, YNHSC shall provide written notice to OHCA of any modification, amendment or revision to the charity care, indigent care and community volunteer services policies of L+M Hospital within 30 days of such change. The notice of these changes shall be accompanied by copies of any revised policies and the notice and revised policies shall be posted on the website of L+MH simultaneously with their submission to OHCA. All adopted or amended policies are at least as generous as the YNHHS Charity and Free Care policies. Affirmation that L+M has adopted the financial assistance policies to OHCA on March 31 and September 30, 2016 and annually thereafter until September 30<sup>th</sup> 2021 (Report due November 30<sup>th</sup> each year).

# Review of OHCA Conditions

## Employment Conditions

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### 15-32033-CON CONDITIONS 27 / 32g 5 Years

- L+M shall continue to recognize all collective bargaining units currently organized at an L+M affiliate, and honor the collective bargaining agreements currently in place. Affirmation provided to OHCA on March 31 and September 30, 2016 and annually thereafter until September 30<sup>th</sup> 2021 (Report due November 30<sup>th</sup> each year).

### 15-32033-CON CONDITIONS 28 / 32g 15-32032-CON CONDITION 6 5 Years

- Employees of any L+M affiliate or LMMG shall not be required to reapply for their positions as a result of the affiliation. Affirmation provided to OHCA on March 31 and September 30, 2016 and annually thereafter until September 30<sup>th</sup> 2021 (Report due November 30<sup>th</sup> each year). To the extent that any L+M or LMMG employees leave their employment at L+M or LMMG service sites within ninety days following the Closing Date and obtain employment with a YNHSC affiliate, such employees' seniority shall be preserved (e.g., eligibility for benefits consistent with total years of service). Affidavit will be sent in after 12/7/16

### 15-32033-CON CONDITIONS 29 / 32g 5 Years

- L+MH shall maintain its current wage and salary structures for its non-bargaining or nonrepresented employees based on hospitals of similar scope, size and market conditions in Connecticut. Affirmation provided to OHCA on March 31 and September 30, 2016 and annually thereafter until September 30<sup>th</sup> 2021 (Report due November 30<sup>th</sup> each year).

### 15-32033-CON CONDITIONS 30 / 32g 5 Years

- L+M and YNHSC shall use their best efforts to achieve efficiencies through the management of vacancies and attrition and to minimize the elimination of individuals' jobs. Affirmation provided to OHCA on March 31 and September 30, 2016 and annually thereafter until September 30<sup>th</sup> 2021 (Report due November 30<sup>th</sup> each year).



# Review of OHCA Conditions

## Governance

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### 15-32033-CON CONDITION 14 3 Years

- For three (3) years following the Closing Date, the Applicants shall allow for one (1) community representative to serve as voting members of L+MH's Board of Directors with rights and obligations consistent with other voting members under L+MH's Board of Director Bylaws. The Applicants shall select the community representative in a manner that ensures the appointment of an unbiased individual who will fairly represent the interests of the communities served by L+MH. OHCA shall be notified of the Applicant's choice of the community representative to join the L+MH Board and provide background information.

### 15-32033-CON CONDITION 17 3 years

- Joint meeting of YNHHS and L+M Boards to be held at least twice annually for 3 years ending October 7, 2019. Meetings to be followed by a public meeting to which the public is invited in advance and the public is informed of L+MH's activities and may ask questions and comment. Affirmation will be sent to OHCA that these meetings have taken place.

### 15-32033-CON CONDITION 26 5 Years

- L+M Board continues as a fiduciary board composed of members who reside in the communities served by L+MH and an YNHHS representative. Serving as an ex-officio member. Each Director of the L+MH Board shall have an equal vote, and subject to certain reserved powers for YNHHS, will have the right to approve any new programs and clinical services, or the discontinuation or consolidation of programs. The L+M Board shall be empowered and supported to oversee local performance and to create and sustain connections with the community. L&M's bylaws will be submitted to OHCA and any future modifications will be sent to OHCA. Affirmation provided annually for 5 years ending September 30<sup>th</sup>, 2021.

# Review of OHCA Conditions

## Licensure, Physician Office Conversion, Cost Savings Attainment

**15-32033-CON  
CONDITION 13**  
5 Years

- Abide by all requirements of licensure by FLIS and DPH. Affirmation provided annually, ending September 30<sup>th</sup> 2021.

**15-32033-CON  
CONDITION 24 / 32d**  
**15-32033-CON  
CONDITIONS 5 / 7b**  
5 Years

- L+M and YNHSC shall not convert any L+M physician offices (including those that will be merged into NEMG) to hospital-based status. Affirmation provided to OHCA on March 31 and September 30, 2016 and annually thereafter until September 30<sup>th</sup> 2021 (Report due November 30<sup>th</sup> each year).

**15-32033-CON  
CONDITION 25**  
5 Years

- L+M shall attain cost savings as a result of the affiliation with YNHSC as described in the CON application. Affirmation provided annually, ending September 30<sup>th</sup> 2021.

## Greer, Leslie

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**From:** Martone, Kim  
**Sent:** Wednesday, October 26, 2016 12:39 PM  
**To:** Greer, Leslie  
**Subject:** FW: Docket Numbers: 15-32032-CON and 15-32033-CON: Independent Monitor Engagement Letter  
**Attachments:** DT-YNHHS Independent Monitor Eng Letter Draft 102416 FINAL (SENT TO OHCA).docx

### **Kimberly R. Martone**

Director of Operations, Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13 CMN, Hartford, Connecticut 06134  
Phone: 860-418-7029 Fax: 860-418-7053  
Email: [Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov) Website: [www.ct.gov/ohca](http://www.ct.gov/ohca)



---

**From:** Capozzalo, Gayle [<mailto:Gayle.Capozzalo@ynhh.org>]  
**Sent:** Tuesday, October 25, 2016 9:07 AM  
**To:** Martone, Kim; Roberts, Karen  
**Cc:** 'Sauders, Kelly (US - New York)'; Tammaro, Vincent; Rosenthal, Nancy; Willcox, Jennifer; O'Connor, Christopher  
**Subject:** Docket Numbers: 15-32032-CON and 15-32033-CON: Independent Monitor Engagement Letter

Kim and Karen,

For your review, attached please find the Engagement Letter between Yale New Haven Health System and Deloitte to act as Independent Monitor. In the Engagement Letter "Appendix A" is the monitoring plan which I sent to you yesterday.

I look forward to hearing from you regarding next steps.

Thank you.  
Gayle

**Gayle Capozzalo**  
Executive Vice President and  
Chief Strategy Officer

789 Howard Avenue  
New Haven, CT 06519

**Phone:** 203-688-2605  
**Fax:** 203-688-3472

Email: [gayle.capozzalo@ynhh.org](mailto:gayle.capozzalo@ynhh.org)

**YaleNewHavenHealth**

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October 24, 2016

Bill Aseltyne  
Senior Vice President & General Counsel  
Yale-New Haven Hospital/Yale New Haven Health System  
789 Howard Ave., CB 230  
New Haven, CT 06519

Dear Bill,

This engagement letter is to confirm the engagement of Deloitte & Touche LLP (“D&T” or “we”), effective as of the date hereof, to provide Yale New Haven Health Services Corporation and its subsidiaries (collectively referred to as “YNHHSC” or the “Company”) the services described below (the “Services”).

### **Scope and Approach**

We understand you are seeking an independent monitor related to the agreed settlement (“Agreement” or “Order”) between YNHHSC and State of Connecticut’s Office of Health Care Access (“OHCA”) to monitor the YNHHSC’s compliance with the Conditions of the Order in the transfer of ownership of Lawrence and Memorial Corporation and its subsidiaries to YNHHSC.

Specific anticipated activities we will assist YNHHSC with will include two work streams:

#### *Workstream 1: Assist YNHHSC with the planning and preparing for monitoring reviews*

- Hold kick-off with YNHHSC responsible persons to discuss the monitor requirements
- Meet with the Connecticut Office of Health Care Access (OHCA), as requested
- Review and agree upon with YNHHSC and OHCA, as applicable, the elements of monitor services as documented in the work plan in Appendix A.

#### *Workstream 2: Assist YHHHS with the independent monitoring activities*

- Refer to Appendix A for a detailed monitor work plan which describes the various required activities and activities associated with each condition of the Order.

We anticipate providing our services both off-site and on-site. Where possible we will perform analysis and preparation activities remotely. We anticipate providing these services for a period of approximately two years (as requested by YNHHSC based on requirements of OHCA).

## Engagement Team

Kelly J. Sauders, Partner, Deloitte & Touche LLP, will serve as the lead engagement leader to provide oversight and direction. Ed Sullivan, Principal, Deloitte & Touche LLP will serve as the quality assurance partner, supporting Kelly and the team in the execution of the work. Kaitlin McCarthy, Manager, Deloitte & Touche LLP, will serve as the overall project manager. Additional support will be provided by other professionals from Deloitte & Touche LLP's Regulatory & Compliance practice, as needed, during the course of this engagement.

## Deliverables

The following deliverables will be produced during the course of this engagement:

### *Workstream 1: Assist YNHHS with planning and preparing for monitoring reviews*

1. D&T will create and maintain a written plan for fulfilling the duties set forth in the agreement.

### *Workstream 2: Assist YNHHS with independent monitoring activities*

1. D&T will draft and submit a written report within thirty (30) days of the completion of each (semi-annual) on-site review on YNHHS compliance with the conditions of the Order, totaling two reports per reporting year.

## Professional Fees and Timing

The total fees related to this engagement are estimated as follows:

Year 1: \$180,000 - \$190,000

Years 2 through 5 (as required)\* \$150,000-\$160,000

We will bill for our services based on actual hours incurred at the following billing rates:

<b>Resource Level</b>	<b>Hourly Rate</b>
Partner	\$625
Senior Manager	\$550
Manager	\$510
Senior Consultant	\$445
Consultant	\$380

\* Note that hourly rates will increase approximately 3% per year for years 3, 4 and 5.

This estimated fee and time estimate is based upon our current understanding of the project requirements, our proposed approach, our estimate of the level of effort required, our roles and responsibilities, any assumptions set forth herein, and active participation of Company's management and other personnel. We

plan to meet with you on no less than a quarterly basis to review time incurred and estimates to completion throughout the duration of this engagement.

Based on our experience, issues sometimes arise that require procedures beyond what was initially anticipated. If this should occur, we will discuss it with you promptly and early in the process before we perform any additional work.

We understand that you will reimburse us for all reasonable expenses incurred in performing the Services on this engagement (including, but not limited to, our reasonable travel, meal, lodging, and mileage expenses). Expenses will be noted separately on our invoices and segregated by expense type.

Fees for this engagement will be billed biweekly as the work progresses for fees accrued and expenses incurred by us since our last invoice in performing our Services.

### **Other Matters**

YNHHSC is, among other things, a regulatory/compliance and merger & acquisition services client of D&T and/ or its affiliated and related entities. We do not believe that the proposed services impair the objectivity for D&T to perform the proposed services for YNHHSC. However, we are bringing this to your attention to avoid any misunderstanding.

Should a potential conflict come to the attention of the engagement leader with respect to potential future work being performed or to be performed by D&T or one of its affiliated or related entities for YNHHSC, D&T will advise YNHHSC promptly. YNHHSC will, at its option and in consultation with the Connecticut Office of Health Care Access as appropriate, promptly request, in writing, (1) such entity not to proceed with the proposed services or (2) such entity to proceed with the proposed services, provided that such entity agrees to proceed. If YNHHSC requests such entity to proceed with the proposed services, YNHHSC agrees that D&T and its affiliated and related entities' are able to perform the proposed services objectively. If appropriate, such entity will establish an ethical wall and confidentiality safeguards so that the services will be performed by different personnel on the various engagements.

### **Acknowledgements and Agreements**

The Company specifically acknowledges and agrees to the following:

- Substantial and meaningful involvement of management of the Company is critical to the success of this engagement. The Company shall be responsible for ensuring that the identified Company personnel actively participate in both the planning and execution of this engagement.
- D&T will not make any management decisions, perform any management functions, or assume any management responsibilities.
- The Company agrees that any deliverables provided to the Company hereunder by D&T may be disclosed to the State of Connecticut's Office of Health Care Access ("OHCA") to the extent required by such regulator in connection with an investigation or examination of the Company. To the extent permitted by law, rule, regulation and applicable professional standards, YNHHSC shall be promptly notified in the event such deliverable(s) are provided by D&T to the OHCA.

- Company will limit sensitive information, such as PII, PHI, trade secrets and other information that it considers sensitive or highly confidential, it provides to D&T (or otherwise makes available to D&T to only that which is reasonably necessary to allow D&T to provide the Services. D&T will provide Company with a list of D&T personnel who are authorized to receive or have access to Company sensitive information. Such list may be updated as needed. Any disclosure of sensitive information by Company to D&T will utilize levels of information security and data encryption appropriate to maintain security of Company sensitive information being accessed by or transferred to D&T, and as required by applicable information protection laws.
- The Services will be performed in accordance with the Statement on Standards for Consulting Services that is issued by the American Institute of Certified Public Accountants (“AICPA”). However, the Services will not constitute an engagement to provide audit, compilation, review, or attestation services as described in the pronouncements on professional standards issued by the AICPA, the Public Company Accounting Oversight Board, or other regulatory body and, therefore, we will not express an opinion or any other form of assurance as a result of performing the Services.
- We will not provide any legal advice regarding our Services nor will we provide any assurance regarding the outcome of any future audit or regulatory examination or other regulatory action; the responsibility for all legal issues with respect to these matters, such as reviewing all deliverables and work product for any legal implications to the Company, will be the Company’s.
- The Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Company.

\*\*\*\*\*

During the term of this engagement, the Company may request that D&T perform additional services that are not encompassed by this engagement letter. D&T may perform such additional services upon receipt of a separate signed engagement letter with terms and conditions that are acceptable to D&T and the Company. Our observations and recommendations will be based solely on the results of the assessment performed.

This engagement letter, together with the General Business Terms attached hereto as Appendix B and the Business Associate Addendum attached hereto as Appendix C and made a part hereof constitute the entire agreement between the Company and D&T with respect to this engagement, supersede all other oral and written representations, understandings, or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Company and D&T.



Please indicate your acceptance of this agreement by signing in the space below and returning a fully executed copy of this engagement letter to us. A duplicate of this engagement letter is provided for your records. We look forward to serving you. If you have any questions please contact Kelly Saunders at (212) 436-3180.

Very truly yours,

Deloitte & Touche LLP

By: Kelly J. Saunders  
Partner

**Accepted and Agreed to by:**

Yale New Haven Health Services Corporation on behalf of itself and its subsidiaries

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Greer, Leslie

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**Subject:** FW: Independent Monitoring Plan for Docket Numbers: 15-32032-CON and 15-32033-CON  
**Attachments:** YNHHS Monitor Quals and Bios draft 10-22-16.pptx; DT-YNHHS Independent Monitor Draft Procedures (102416).pdf

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**From:** Capozzalo, Gayle  
**Sent:** Monday, October 24, 2016 2:52 PM  
**To:** 'kimberly.martone@ct.gov'  
**Cc:** Willcox, Jennifer; Rosenthal, Nancy; O'Connor, Christopher; 'Sauders, Kelly (US - New York)'; Tammaro, Vincent  
**Subject:** Independent Monitoring Plan for Docket Numbers: 15-32032-CON and 15-32033-CON

Attached please find Deloitte's credentials and experience in providing independent monitoring services to other organizations. The second attachment is the Draft Workplan Deloitte would use as the Independent Monitor. We are still working on the Engagement Letter, which should be submitted to you to ty tomorrow. I look forward to speaking with you at your earliest convenience in order to allow us to have the Independent Monitor in place by November 8. Thank you.  
Gayle

**Gayle Capozzalo**  
Executive Vice President and  
Chief Strategy Officer

789 Howard Avenue  
New Haven, CT 06519

**Phone:** 203-688-2605  
**Fax:** 203-688-3472

**Email:** [gayle.capozzalo@ynhh.org](mailto:gayle.capozzalo@ynhh.org)

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# Yale New Haven Health System and Lawrence + Memorial Corporation Independent Monitor Qualifications

October 22, 2016



# Qualifications



# Related experience

## Independent Review Organization (IRO) and Monitor Qualifications

- Deloitte is currently serving as an IRO for a large health care system that entered into a 5 year CIA that requires the IRO to perform claim reviews at various facilities that provide hospital services. Deloitte's specialists are working with key stakeholders, including the OIG, to design a risk-based approach to the facility selection and claims review that will bring value above and beyond that of a simple random review selection.
- Deloitte served as the IRO for a stand-alone hospital in California that entered into a 3 year CIA that required the IRO to perform Claims Reviews, Cost Report Reviews and an Unallowable Cost Review. Deloitte specialists with deep experience in coding and billing were utilized to perform the claims reviews, while specialists with cost reporting and reimbursement experience were utilized to perform the cost report and unallowable cost reviews. The Claims Review included a sample of claims from the population of claims that had been submitted and reimbursed by the Medicare Program during the Reporting Period.
- Deloitte served as the IRO for a hospital that was part of a larger health system that had entered into a 3 year CIA that required the IRO to perform Claims Reviews and an Unallowable Cost Review. Specialists with certifications in inpatient medical record coding performed reviews of inpatient claims that had been billed to and paid by the Medicare Program that were included in the Discovery Samples as required by the CIA. Our work involved also included an Unallowable Cost Review performed by reimbursement and cost reporting specialists.

# Related experience

## Independent Review Organization (IRO) and Monitor Qualifications (continued)

- Deloitte is currently working with outside legal counsel for a physician-owned hospital in the southern United States and pursuant to a non-prosecution agreement after an investigation by the United States Department of Justice (DOJ) related to alleged violations of the Physician Self-Referral Law (Stark Law), federal and State anti-kickback laws and other anti-bribery anti-corruption (ABAC) laws and regulations. Deloitte was selected to be the ethics and compliance monitor to assess the operation of the compliance program, to conduct proactive monitoring of risk areas, and to make recommendations for improvement. To initiate the project, the Deloitte team conducted a comprehensive assessment of the existing compliance program, including the review of policies and procedures, hotline operations, training programs, and organizational structure. A detailed report was prepared and presented to the executive leadership, the governing board, and the Department of Justice. This report compared the existing compliance program to best practices for hospital compliance programs, and provided a roadmap on where the program met standards or required improvements.
- Deloitte has acted as the Independent Consultant for a Top 5 Bank as required by Consent Orders from both the Federal Reserve Board and the Office of the Comptroller of the Currency in multiple complex areas of mortgage servicing and foreclosure related activities. Activities for this engagement included: performed detailed review of loans with a foreclosure action taken over a five-year period, including reviewing millions of individual mortgage loan files; maintained high quality of work across multiple work streams with diverse U.S. and U.S. India teams; stood up a quality assurance process for the project in line with the expectations and practices required by the regulatory bodies; established a strong PMO for status reporting, metrics, and analysis as part of oversight by the regulatory bodies as well as the Bank; and, developed electronic tools/accelerators for capturing and documenting the results of the individual file reviews.

# Related experience

## Independent Review Organization (IRO) and Monitor Qualifications (continued)

- Deloitte has acted as the Independent Consultant for a Top 5 Student Loan Servicer as required by Consent Orders from both the Federal Deposit Insurance Corporation and the United States Department of Justice(DOJ). Engagement activities included the following: Performed predictive analytics as part of a multiple year lookback to estimate remediation related to multiple sections within the Servicemembers Civil Relief Act (SCRA); Performed detailed reviews of loans and related documents as well as court documents over multiple years related to multiple SCRA sections; stood up a quality assurance process; established a strong PMO; provided a detailed report as required within the consent order with the results of both the estimated remediation as well as the results of the detailed loan review based on regulatory criteria and direction.
- Deloitte Acted as the Independent Consultant for a Top 5 Bank as required by Consent Order and Judgement from the US Department of Justice (DOJ). Engagement activities included the following: Executed a retrospective review on qualifying military personnel in accordance with § 3937 of the federal SCRA; developed tools which utilized financial data at the transactional level to assess loan attributes, including payment and fees data, to calculate preliminary remediation amounts resulting from misapplied or missing benefits payable to borrowers under the SCRA; performed manual document assessment for select sub-set of loans identified through a data driven waterfall approach to reduce the number of manual touches; designed and executed quality assurance procedures; facilitated monthly meetings between Bank and US DOJ; provided a detailed report as required by the consent order along with full loan information used in the assessment using custom built databases; trained Bank and DOJ on how to utilize the custom built databases.

# Project Leadership



# Proposed engagement team

We have a core team ready to work with you

## Engagement Leadership

### Kelly Sauders

*Partner  
Advisory*



### Lead Engagement Partner

Kelly is a Partner with Deloitte & Touche LLP who has over 20 years of experience in the health care industry. She specializes in providing regulatory compliance and risk services in the health care industry. Kelly has led numerous regulatory compliance program assessments, implementation projects and responses to government investigations. She has also been involved in many enterprise-wide risk assessment and ERM program development projects. In these roles she works frequently with boards of directors and executive teams. She has assisted numerous clients with CIA-readiness, government investigations, OIG audits, and self-disclosures regarding documentation, coding and billing matters and has led a number of Independent Review Organization (IRO) engagements and other projects with health care regulators.

### Ed Sullivan

*Principal  
Advisory*



### Quality Assurance Advisor

Ed is a Principal within the Governance & Regulatory Risk Services group of the Advisory Practice. He has over 19 years' experience providing regulatory, internal control, risk services and enforcement action oversight to our largest banking clients. He has lead a numerous of engagements assisting top 5 US banks deal with regulatory matters as both an advisor and independent consultant. Additionally, he has assisted clients in preparation for regulatory examinations, conducted independent testing, provided training and developed policies and procedures directly related to regulatory matters. He routinely serves as an independent consultant related to regulatory matters for Federal Reserve Bank, Office of the Comptroller of Currency, FDIC, Consumer Financial Protection Bureau and the Department of Justice.

# Proposed engagement team

We have a core team ready to work with you

## Engagement Leadership

Kaitlin McCarthy

*Manger  
Advisory*



### Monitor Engagement Lead

Kaitlin has over 8 years of experience in the life science and health care industry, with a specialization in health care compliance and regulatory matters. She has conducted compliance program assessments, enterprise risk assessments, and been engaged by clients for compliance program enhancement and implementation in preparations for pending CIAs. Kaitlin has provided interim compliance program assistance to clients, serving as interim Chief Privacy Officer for a large academic medical center. Kaitlin has participated in OIG investigation responses and remediation. She has also provided litigation support surrounding billing and coding compliance matters.

Ryan DeMerlis

*Manger  
Advisory*



### Subject Matter Expert

Ryan is a certified Project Management Professional (PMP) with more than 9 years of experience in commercial health care and Federal government consulting and management. Ryan principally consults with clients on issues related to regulatory impacts to strategy and operations, including the establishment of effective corporate compliance programs, physician contract compliance related to Stark and anti-kickback regulations, general billing compliance, and organizational responses to Federal regulators. A focus of his work relates to Federal health payment regulations, leading him to manage several engagements related to voluntary refunds, self-disclosures, and organizational monitoring, including managing an Independent Review Organization engagement.

# Proposed engagement team (continued)

We have a core team ready to work with you

## Engagement Leadership

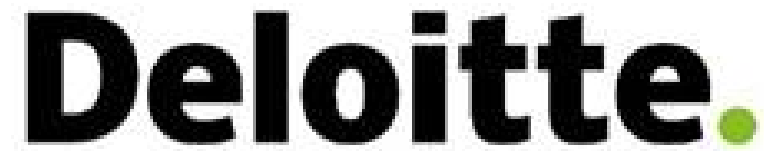
Mark Giguere

*Consultant  
Advisory*



### Subject Matter Expert

Mark has over 3 years of experience in the life sciences and health care industry, specifically in the areas of regulatory compliance and risk management. Mark is currently working on an IRO engagement with a large health system. Mark also supports Deloitte's Health Care Regulatory Leader advising clients on emerging health care policy. Prior to joining Deloitte, Mark consulted provider organizations on regulatory matters related to Medicare payments.



The Services will not constitute an engagement to provide audit, compilation, review, or attestation services as described in the pronouncements on professional standards issued by the AICPA, the Public Company Accounting Oversight Board, or other regulatory body and, therefore, we will not express an opinion or any other form of assurance as a result of performing the Services.



DRAFT  
10/24/16

## INDEPENDENT MONITORING PROCEDURES (per Docket Numbers 15-32032-CON and 15-32033-CON)

Condition	D&T Procedure
<p><b>Strategic Plan</b></p> <p><u>15-32033-CON Condition 4:</u> Within one hundred and eighty (180) days following the Closing Date of 9/8/16, YNHHS shall submit a plan demonstrating how health care services will be provided by L+MH for the first three years following the Transfer Agreement, including any consolidation, reduction, or elimination of existing services or introduction of new services (the "Services Plan"). The Services Plan will be provided in a format mutually agreed upon by OHCA and YNHHS. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p> <p>NOTE 1: This applies only to Eastern Connecticut which has been defined in the Affiliation Agreement as Tolland, Windham and New London counties.</p> <p>Note 2: Refer to Condition #19 which addresses the same/similar requirements</p>	<p>D&amp;T will obtain a copy of the Services Plan, verify timely submission, verify that it incorporates the required elements and that it meets the 3-5 year requirement.</p>
<p><u>15-32033-CON Condition 19:</u> L+M and YNHHS shall develop a strategic plan to focus on the retention and enhancement of healthcare services in the primary service area, i.e. towns served by L+M, which assures patient affordability and is consistent with appropriate standards of care, quality, and accessibility. Such plan shall seek to minimize travel for patients requiring clinical services that can be provided appropriately at L+M service sites, and to support the return of patients back to L+M and its medical staff for care should patients be referred to other YNHHS affiliated facilities for specialized care not available locally. The strategic plan shall include but not be limited to the following components:</p> <ol style="list-style-type: none"> <li>a. L+M shall enhance access to primary care physician services in the Eastern Connecticut region by recruiting and retaining eight additional primary care providers and other providers required to respond to local community need, in accordance with the community needs assessment in paragraph 31 herein and shall accommodate improvements to delivery models including value based care during such</li> </ol>	<p>D&amp;T will obtain the Plan and review the plan for inclusion of these required elements.</p>

Condition	D&T Procedure
<p>period. L+M shall demonstrate annual progress toward achieving these goals.</p> <p>b. YNHHS C and L+M shall abide by the resource commitments for clinical service programming as set forth in the Affiliation Agreement.</p> <p>NOTE 1: Refer to Condition #4 which addresses the same/similar requirements.</p>	
<p><u>15-32033-CON Condition 32b</u>: A narrative description of the achievement of the strategic plan components to retain and enhance healthcare services in the communities served by L+M, including with respect to physician recruitment and resource commitments for clinical service programming, whether the commitments described in the Affiliation Agreement were achieved, as well as the purposes, dates and amounts for which expenditures were made.</p>	<p>For 15-32033-CON Condition 32 requirements a through e and g, D&amp;T will obtain a copy of YNHHS C’s Management Representation to OHCA that Condition 32 requirements a through e and g have been met.</p>
<p><u>15-32033-CON Condition 7</u>: Within one hundred and eighty (180) days following the Closing Date and thereafter until the capital commitment <sup>1</sup>is satisfied, YNHHS C shall submit to OHCA a report on the capital investments ("Capital Investment Report") it has made in L+M and its affiliates from the \$300M Commitment Amount. The Capital Investment Report shall include the following in a format to be agreed upon:</p> <p>a. A list of the capital expenditures <sup>2</sup>that have been made in the prior one hundred and eighty (180) days with descriptions of each associated project; and</p> <p>b. An explanation of why each expenditure was made and a timeframe for the roll out of the associated capital project (including estimated beginning, ending and startup/operation dates); and</p>	<p>D&amp;T will obtain the Plan (per 15-32033-CON Conditions #4 and #19). We will read the plan and verify that expenditures/investments made are in accordance with the Plan. D&amp;T will confirm timely submissions of all required reports.</p>

<sup>1</sup> Per discussion with OHCA, we understand that “capital requirement” per this Order is intended to mean “resource commitment”. YNHHS C will describe the plan/resource commitment per Conditions #4 and #19 of this Order.

<sup>2</sup> See footnote 4.

Condition	D&T Procedure
<p>c. The funding source of the capital investment<sup>3</sup> indicating whether it was drawn from operating revenue, capital contributions from YNHHS or another source and, if funding was drawn from another source, indicating the source.</p> <p>For purposes of this Order, semi-annual periods are October 1-March 31 and April 1 - September 30. The required information is due no later than two (2) months after the end of each semi-annual period. Due dates are May 31st and November 30th beginning, November 30, 2016. The reports shall be signed by L+MH's or L+M's Chief Financial Officer. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify the continued financial feasibility of the project.</p>	
<p><u>15-32033-CON Condition 5</u>: Until such time as the Services Plan is submitted<sup>4</sup>, YNHHS shall provide OHCA with notice of any reallocation of inpatient beds and relocation of outpatient services for L+MH specific to those services that existed at L+MH as of the Decision Date. Such notice shall be provided within ten (10) days of any such reallocation or relocation and published on the website pages of L+MH. OHCA is imposing this Condition to ensure continued access to health care services for the patient population. NOTE 1: Cross-reference to Condition #18</p>	<p>D&amp;T will confirm that notices of reallocation or relocation were submitted in a timely manner and published on the L+MH website within ten days.</p> <p>Per related 15-32033-CON Condition #18, D&amp;T will confirm that any changes or reallocation of services are not in conflict with the requirements of 15-32033-CON Condition #18.</p>

<sup>3</sup> Per discussion with OHCA, we understand that “capital investment” per this Order is intended to mean expenditures/investment made”.

<sup>4</sup> The Services Plan is due 180 days after the closing date of September 8, 2016. Therefore this provision only applies until the Services Plan per Condition #4 is submitted.

Condition	D&T Procedure
<p><u>15-32033-CON Condition 18:</u> L+MH shall continue to maintain emergency room services, inpatient general medicine services, cardiology services (including emergency and elective PCI), inpatient obstetrics/gynecology services, inpatient behavioral health services, critical care unit services, and oncology services, which such services shall assure patient affordability and adhere to standards of care, quality, and accessibility and reflect local community need.</p> <p>NOTE 1: See related Condition #1 which applies to the first 180 dates post-closing. Following that time, YNHHS is bound by Condition #4 and the Services Plan created per Condition #4</p>	<p>D&amp;T will confirm that these services are properly maintained by conducting site visits, and ongoing data analysis of unit and patient data.</p> <p>YNHHS will provide a Management Attestation/Representation to OHCA that it is in compliance with 15-32033-CON Condition #18. D&amp;T will obtain a copy of that Management Representation.</p>
<p><u>15-32033-CON Condition 32a:</u> Every six months ( the "six month reports") until December 1, 2018 and each year thereafter (each an "annual report"), YNHHS shall submit notarized reports to OHCA for the periods of January to June (due July 31") and July through December (due January 31' certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:</p> <p>a. Affirmation of the continuation of all L+MH services as described herein.</p>	<p>For 15-32033-CON Condition 32 requirements a through e and g, D&amp;T will obtain a copy of YNHHS's Management Representation to OHCA that 15-32033-CON Condition 32 requirements a through e and g have been met.</p>
<b>Financial Reporting</b>	
<p><u>15-32033-CON Condition 8:</u> For three (3) years following the Closing Date, YNHHS shall submit to OHCA a financial measurement report. This report shall be submitted on a semi-annual basis and show current month and year-to-date data and comparable prior year period data for L+MH and L+M. The required information is due no later than two (2) months after the end of each semi-annual period. Due dates are May 31st and November 30<sup>th</sup>, beginning November 30, 2016. The following financial measurements/indicators should be addressed in the report: (i) <b>Operating performance</b> to include operating margin, non-operating margin, and total margin; (ii) <b>Liquidity</b> to include current ratio, days cash on hand, days in net accounts receivables, and average payment period; (iii) <b>Leverage and capital structure</b> to include long-term debt to equity, long-term debt to capitalization, unrestricted cash to debt, times interest earned ratio, debt service coverage ratio, and equity financing ratio; and (iv) <b>Additional Statistics</b> to include income from operations, revenue over (under) expense, cash from operation, cash and cash equivalents, net working capital, free cash flow (and the elements</p>	<p>D&amp;T will obtain the financial measurement report and read to confirm that the required elements are addressed in the report; we will confirm the timely submission of each report.</p>



Condition	D&T Procedure
<p>used in the calculation, unrestricted net assets/retained earnings, bad debt as a percentage of gross revenue, and credit ratings.</p>	
<p><u>15-32033-CON Condition 32f</u>: A detailed and comprehensive document showing a five-year plan (the "plan") to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS's information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include the following additional information in its annual report.</p> <ol style="list-style-type: none"> <li data-bbox="321 835 951 1003">i. Narrative updates on the progress of implementation of the plan. These updates shall include the status of integration activities and adoption by L+MH and L+M of YNHHS non-clinical shared services opportunities;</li> <li data-bbox="321 1037 951 1604">ii. A report identifying L+M and L+MH cost saving totals since the Closing Date for the following Operating Expense Categories: Salaries and Wages, Fringe Benefits, Contractual Labor Fees, Medical Supplies and Pharmaceutical Costs, Depreciation and Amortization, Bad Debts, Interest Expense, Malpractice Expense, Utilities, Business Expenses and Other Operating Expenses. The categories shall be consistent with the major operating expense categories (Categories A,B,C,D,E,F,G,H,I,J, and K) that are in use at the time of reporting in the OHCA Hospital Reporting System ("HRS") Report 175 or successor report. YNHHS shall also file a narrative describing the specifics of the cost savings for each of these major expense categories;</li> <li data-bbox="321 1638 951 1873">iii. A completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports; and</li> </ol>	<p>For 15-32033-CON Condition #32F, D&amp;T will obtain the Five-Year Plan prepared by YNHHS and the ongoing six month reports. We will verify that the required elements are included in the report. We will confirm timely submission to OHCA.</p>

Condition	D&T Procedure
<p>iv. For L+MH, a completed Hospital Operating Expenses by Expense Category and Department report. The format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 175 or successor report.</p>	
<p><u>15-32032-CON Condition 7c</u>: Every six months (the "six month reports") until December 1, 2018 and each year thereafter (each an "annual report"), YNHHS shall submit notarized reports to OHCA for the periods of January to June (due July 31<sup>st</sup>) and July through December (due January 31<sup>st</sup>) certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:</p> <p>A detailed and comprehensive document showing a five-year plan (the "plan") to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include a completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports; and</p>	<p>Refer to procedures for 15-32033-CON Condition #32f in the work plan above.</p>
<p><u>15-32033-CON Condition 6</u>: Within one hundred and eighty (180) days following the Closing Date, the Applicants shall file with OHCA the total price<sup>5</sup> per "unit of service" for each of the top 25 most frequent MS-DRGs (inpatient) and top 25 most frequent CPT codes (outpatient) for L+MH services. The first filing shall be for the period September 1, 2015-August 30, 2016. The Applicants shall provide the same information for three (3) full fiscal years thereafter, within sixty (60) days following the end of a fiscal year. OHCA shall provide the format for the filing. OHCA is imposing this condition to ensure that the</p>	<p>D&amp;T will obtain YNHHS's analysis of the top 25 most frequent MS-DRGs and CPT codes and related weighted average price information.</p> <p>D&amp;T will confirm the timely submission of YNHHS's filings as required by this Order.</p> <p>* 1<sup>st</sup> filing is due within 180 days (March 2017); 2<sup>nd</sup> filing is due 60 days after the close of FY2017</p>

<sup>5</sup> Per guidance from OHCA, "total prices per unit of service" is meant to be the weighted average price across all payers per unit of service.

Condition	D&T Procedure
<p>proposed transfer of ownership does not adversely affect health care costs.</p>	<p>which is 11/30/17 and the 3<sup>rd</sup> filing is due 60 dates after the close of FY2018 which is 11/30/18.</p>
Cost and Market Impact Review	
<p><u>15-32033-CON Condition 22</u>: Within ninety days of the Date of Closing, YNHHS shall initiate a cost and market impact review which shall comply with Connecticut General Statute Section 19a-639f, which such analysis shall include and shall be utilized to establish the baseline cost structure set forth below:</p> <ol style="list-style-type: none"> <li>a. Establishing a baseline cost structure and total price per unit of service (the "baseline CMIR") and establishing a cap on annual increases in total price per unit of service (as defined below) for L+MH and LMMG (the "annual CMIR update"). YNHHS shall retain an independent consultant, subject to OHCA's approval, to conduct the baseline CMIR and the annual CMIR update and shall pay all costs associated with the cost and market review. To the extent that all data is not available to comply with the provisions of section 19a-639f the baseline CMIR shall be adjusted to reflect such information when it becomes available.</li> <li>b. In conducting the baseline CMIR and annual CMIR update, the cost and market impact review shall analyze the factors relative to L+MH and LMMG in accordance with subsection (d) of section 19a-639f of the general statutes and the Eastern Connecticut market more specifically: (a) L+MH and LMMG's size and market share within their primary and secondary service areas; (b) L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services in Eastern Connecticut; (c) L+MH and LMMG cost and cost trends in comparison to total healthcare expenditures statewide; (d) the availability and accessibility of services similar to those provided by L+MH and LMMG in their primary and secondary service areas; (e) the role of L+MH and LMMG in serving at-risk, underserved and government payer populations, including those with behavioral, substance use disorder and mental health conditions, within their primary and secondary service areas; (f) the role of L+MH and LMMG in providing low</li> </ol>	<p>D&amp;T will confirm that YNHHS initiated this review within 90 days of closing. D&amp;T will also confirm that the analysis addresses the required elements.</p> <p>D&amp;T will obtain a copy of the CMIR performed by the Independent Consultant.</p> <p>D&amp;T will meet annually with the Independent Consultant.</p>

**Condition**

**D&T Procedure**

- margin or negative margin services within their primary and secondary service areas; (g) general market conditions for hospitals and medical foundations in the state and in Eastern Connecticut in particular; and (h) and other conditions that the independent consultant determines to be relevant to ensuring that L+MH and LMMG prices do not exceed the market price for similar services in Eastern Connecticut.
- c. In recognition that the baseline CMIR pursuant to Connecticut General Statute Section 19a-639f shall be conducted after the Date of Closing, in the event that the baseline CMIR finds a likelihood of materially increased prices as a result of the L+M affiliation with YNHHSC, notwithstanding these conditions, the Commissioner of Public Health (Commissioner) and YNHHSC shall meet and confer for the purposes of determining further conditions as necessary to correct such condition and to create a performance improvement plan to address the conditions. The Commissioner shall determine whether YNHHSC is in compliance with such performance improvement plan. Prior to the end of each fiscal year, the independent consultant shall conduct the annual CMIR update and use the results of such annual CMIR update to establish a cap on any increase in the price per unit of service for the upcoming fiscal year. Nothing herein shall prohibit the independent consultant from considering and recommending any recommendations of the Certificate of Need Task Force on cost containment measures or a cap on annual cost or price increases.
  - d. The independent consultant shall report to and take direction from the Commissioner. The independent consultant in establishing the cap shall take into consideration the cost reductions reflective of the efficiencies resulting from the affiliation and the annual cost of living of the primary service area or the Eastern Connecticut area.
  - e. The independent consultant shall provide the baseline CMIR and the annual CMIR update to OHCA within thirty days of completion. OHCA shall keep confidential all nonpublic information and documents obtained as part of the baseline CMIR



Condition	D&T Procedure
<p>and the annual CMIR update and shall not disclose the information or documents to any person without the consent of YNHHS and L+M, unless required to do by law.</p>	
<p><u>15-32032-CON Condition 3:</u> Within ninety days of the Date of Closing, YNHHS shall initiate a cost and market impact review which shall comply with Connecticut General Statute Section 19a-639f, which such analysis shall include and shall be utilized to establish the baseline cost structure set forth below:</p> <ol style="list-style-type: none"> <li>a. Establishing a baseline cost structure and total price per unit of service (the "baseline CMIR") and establishing a cap on annual increases in total price per unit of service (as defined in D. below) for L+MH and LMMG (the "annual CMIR update"). Yale New Haven shall retain an independent consultant, subject to OHCA's approval, to conduct the baseline CMIR and the annual CMIR update and shall pay all costs associated with the cost and market review. To the extent that all data is not available to comply with the provisions of section 19a-639f the baseline CMIR shall be adjusted to reflect such information when it becomes available.</li> <li>b. In conducting the baseline CMIR and annual CMIR update, the cost and market impact review shall analyze the factors relative to L+MH and LMMG in accordance with subsection (d) of section 10a-639f of the general statutes and the Eastern Connecticut market more specifically: (a) L+MH and LMMG's size and market share within their primary and secondary service areas; (b) L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services in Eastern Connecticut; (c) L+MH and LMMG cost and cost trends in comparison to total healthcare expenditures statewide; (d) the availability and accessibility of services similar to those provided by L+MH and LMMG in their primary and secondary service areas; (e) the role of L+MH and LMMG in serving at-risk, underserved and government payer populations, including those with behavioral, substance use disorder and mental health conditions, within their primary and secondary service areas; (f) the role of L+MH and LMMG in providing low margin or negative margin services within their primary and secondary service areas; (g) general market conditions for hospitals and medical foundations in the state and in Eastern Connecticut in particular; and (h) and other conditions that the independent consultant determines to be relevant</li> </ol>	<p>Refer to procedures for 15-32033-CON Condition #22 above.</p>

**Condition**

**D&T Procedure**

to ensuring that L+MH and LMMG prices do not exceed the market price for similar services in Eastern Connecticut.

- c. In recognition that the baseline CMIR pursuant to Connecticut General Statute Section 19a-639f shall be conducted after the Date of Closing, in the event that the baseline CMIR finds a likelihood of materially increased prices as a result of the L+M affiliation with YNHHS, notwithstanding these conditions, the Commissioner of Public Health (Commissioner) and YNHHS shall meet and confer for the purpose of determining further conditions as necessary to correct such condition and to create a performance improvement plan to address the conditions. The Commissioner shall determine whether YNHHS is in compliance with such performance improvement plan. Prior to the end of each fiscal year, the independent consultant shall conduct the annual CMIR update and use the results of such annual CMIR update to establish a cap on any increase in the price per unit of service for the upcoming fiscal year. Nothing herein shall prohibit the independent consultant from considering and recommending any recommendations of the Certificate of Need Task Force on cost containment measures or a cap on annual cost or price increases.
- d. The independent consultant shall take direction from the Commissioner of the Department of Public Health. The independent consultant in establishing the cap shall take into consideration the cost reductions reflective of the efficiencies resulting from the affiliation and the annual cost of living of the primary service area or the Eastern Connecticut area.
- e. The independent consultant shall provide the baseline CMIR and the annual CMIR update to OHCA within thirty days of completion. OHCA shall keep confidential all nonpublic information and documents obtained as part of the baseline CMIR and the annual CMIR update and shall not disclose the information or documents to any person without the consent of YNHHS and L+M, unless required to do so by law. The confidential information and documents shall not be public records and shall be exempt from disclosure under Connecticut General Statute Section 1-210.

Condition	D&T Procedure
<p><u>15-32033-CON Condition 23:</u> For purposes of determining the price per unit of service:</p> <ul style="list-style-type: none"> <li>f. A "unit of service" for inpatient hospital services shall be a case categorized by an ICD-9-DM/ICD-10-DM diagnosis code or a Diagnosis-Related Group (DRG) code and identified by the Connecticut Department of insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently occurring acute care hospital inpatient primary diagnoses, the fifty most frequently provided acute care hospital inpatient principal procedures, and the twenty-five most frequent inpatient surgical procedures.</li> <li>g. A "unit of service" for outpatient hospital services shall be a procedure or service categorized by a Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding (HCPC) code and identified by the Connecticut Department of Insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently provided outpatient procedures, the twenty-five most frequent outpatient surgical procedures and the twenty-five most frequent imaging procedures performed in the state.</li> <li>h. A "unit of service" for physician services shall be a work Relative Value Unit (wRVU).</li> <li>i. The baseline to be established as of the Date of Closing for L+M's total price per unit of service for physician services and inpatient and outpatient hospital services is inclusive of all administrative overhead, other ancillary fees including, but not limited to facility fees and the total price per unit shall reflect the total price of such service.</li> <li>j. All administrative costs for overhead, ancillary fees, facility fees or any other fees which are reflected in the total price per unit shall be determined by the independent consultant to be within any annual cap established.</li> </ul>	<p>D&amp;T will obtain a copy of the CMIR performed by the Independent Consultant. D&amp;T will meet annual with the Independent Consultant.</p> <p>D&amp;T will not perform any additional procedures in the role of Monitor as it relates to 15-32033-CON Condition #23.</p>
<p><u>15-32032-CON Condition 4:</u> For purposes of determining the price per unit of service:</p> <ul style="list-style-type: none"> <li>a. A "unit of service" for inpatient hospital services shall be a case categorized by an ICD-9-DM/ICD-10-DM diagnosis code or a Diagnosis-Related Group (DRG) code and identified by the Connecticut Department of</li> </ul>	

**Condition**

**D&T Procedure**

insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently occurring acute care hospital inpatient primary diagnoses, the fifty most frequently provided acute care hospital inpatient principal procedures, and the twenty-five most frequent inpatient surgical procedures.

- b. A "unit of service" for outpatient hospital services shall be a procedure or service categorized by a Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding (HCPC) code and identified by the Connecticut Department of Insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently provided outpatient procedures, the twenty-five most frequent outpatient surgical procedures and the twenty-five most frequent imaging procedures performed in the state.
- c. A "unit of service" for physician services shall be a work Relative Value Unit (wRVU).
- d. The baseline to be established as of the Date of Closing for L+M's total price per unit of service for physician services and inpatient and outpatient hospital services is inclusive of all administrative overhead, other ancillary fees including, but not limited to facility fees and the total price per unit shall reflect the total price of such service.
- e. All administrative costs for overhead, ancillary fees, facility fees or any other fees which are reflected in the total price per unit shall be determined by the independent consultant to be within any annual cap established.



Condition	D&T Procedure
<p><u>15-32033-CON Condition 20a</u>: L+M and YNHHSC shall maintain the current L+MH and Lawrence &amp; Memorial Medical Group (LMMG) commercial health plan contracts in effect as of the Date of Closing for a period following the Date of Closing to December 31, 2017. Rates or scheduled increases in such previously negotiated rates that are in effect on the Date of Closing shall be maintained for a period ending December 31, 2017. Any L+M commercial health plan contracts that expire prior to December 31, 2017 shall be extended to December 31, 2017 and any contracts without expiration dates shall be continued under their current previously negotiated terms for a period from the Date of Closing to December 31, 2017. No increase in negotiated rate schedules shall be negotiated during the periods set forth in this paragraph.</p>	<p>D&amp;T will evaluate and verify that contracts are maintained in accordance with this condition.</p>
<p><u>15-32033-CON Condition 32c</u>: Affirmation that L+MH and LMMG commercial health plan contracts in place as of the Date of Closing are/were maintained through the remainder of their terms, and that any new contracts are consistent with the commitments of paragraphs (20), (21) and (22) above.</p>	<p>For 15-32033-CON Condition 32c, D&amp;T will obtain a copy of YNHHSC's Management Representation to OHCA that Condition 32c requirements have been met.</p>
<p><u>15-32032-CON Condition 1</u>: Lawrence &amp; Memorial Medical Group (LMMG) commercial health plan contracts in effect as of the Date of Closing for a period following the Date of Closing to December 31, 2017. Rates or scheduled increases in such previously negotiated rates that are in effect on the Date of Closing shall be maintained for a period ending December 31, 2017. Any L+M commercial health plan contracts that expire prior to December 31, 2017 shall be extended to December 31, 2017 and any contracts without expiration dates shall be continued under their current previously negotiated terms for a period from the Date of Closing to December 31, 2017. No increase in negotiated rate schedules shall be negotiated during the periods set forth in this paragraph.</p> <p>Upon the expiration of any such L+M commercial health plan contracts after such period, L+M and YNHHSC shall negotiate new rates based on L+M's post-Closing cost structure, taking into account any cost or price reductions, i.e. efficiencies, achieved as a result of the affiliation. YNHHSC shall not impose a single System-wide rate and shall, for L+MH and LMMG, maintain a negotiated rate structure reflective of the market conditions applicable generally to hospitals and medical foundations in Eastern Connecticut.</p>	<p>Refer to procedures for 15-32033-CON Condition #20 above.</p>

Condition	D&T Procedure
<p>For a period of five years from the Date of Closing in the case of L+MH, and twenty-eight months from the Date of Closing in the case of LMMG, any annual increase in the total price per unit of service (as defined below) for L+MH and LMMG shall be subject to a cap determined through the process set forth in Paragraphs 3 and 4 below. It is the intent of the parties that such cap shall serve as a cap for the purpose of assuring patient affordability for services delivered by L+MH and LMMG.</p>	
<p><u>15-32032-CON Condition 7a</u>: Every six months (the "six month reports") until December 1, 2018 and each year thereafter (each an "annual report"), YNHHS shall submit notarized reports to OHCA for the periods of January to June (due July 31<sup>st</sup>) and July through December (due January 31<sup>st</sup>) certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:</p> <ol style="list-style-type: none"> <li>a. Affirmation that L+MH and LMMG commercial health plan contracts in place as of the Date of Closing are/were maintained through the remainder of their terms, and that any new contracts are consistent with the commitments of paragraphs (20), (21) and (22) above.</li> </ol>	<p>Refer to procedures for 15-32033-CON Condition #32f.</p>
<p><u>15-32033-CON Condition 20b</u>: Upon the expiration of any such L+M commercial health plan contracts after such period, L+M and YNHHS shall negotiate new rates based on L+M's post-Closing cost structure, taking into account any cost or price reductions, i.e. efficiencies, achieved as a result of the affiliation and in addition as set forth in paragraph 25 herein. YNHHS shall not impose a single System-wide rate and shall, for L+MH and LMMG, maintain a negotiated rate structure reflective of the market conditions applicable generally to hospitals and medical foundations in Eastern Connecticut.</p>	<p>D&amp;T will obtain the Independent Consultant/CMIR Report which should address/provide analysis to confirm paragraphs 2 and 3 of 15-32033-CON Condition #20. D&amp;T as the Monitor will not independently perform additional/separate procedures related to paragraphs 2 and 3 of 15-32033-CON Condition #20.</p>

Condition	D&T Procedure
<p><u>15-32033-CON Condition 21a:</u> With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):</p> <p>a. LMMG and NEMG will integrate as of the Closing Date, and when NEMG is able to abide by the commitment set forth in paragraph 20 above, i.e. physicians providing services through NEMG to L + M patients, that were not providing services as of the Date of Closing, shall charge prices for services (site specific charges) based upon LMMG commercial health plan contracts and total price per unit of service, LMMG and NEMG shall implement the statutory merger contemplated in the Certificate of Need Application.</p>	<p>Refer to procedures related to 15-32033-CON Conditions #4 and #19 (the Services Plan). D&amp;T will obtain YNHHS's Management Representation submitted to OHCA relative to compliance with 15-32033-CON Condition #21a.</p>
<p><u>15-32032-CON Condition 2a:</u> With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):</p> <p>a. LMMG and NEMG will integrate as of the Closing Date, and when NEMG is able to abide by the commitment set forth in paragraph I above, i.e. physicians providing services through NEMG to L+M patients, that were not providing services as of the Date of Closing, shall charge prices for services (site specific charges) based upon LMMG commercial health plan contracts and total price per unit of service, LMMG and NEMG shall implement the statutory merger contemplated in the Certificate of Need Application.</p>	<p>Refer to procedures for 15-32033-CON Condition #21a above.</p>
<p><u>15-32033-CON Condition 21b:</u> With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):</p> <p>Physicians who are hired, recruited or contracted by a YNHHS affiliate to provide professional services (other than in a licensed hospital department) in the primary service area (which may from time to time change), currently the communities of East Lyme, Groton, Ledyard, Lyme, Montville, New London, North Stonington, Old Lyme, Preston, Salem, Stonington and Waterford, and in the following specialties shall be billed at the LMMG commercial health plan negotiated rates subject to the provisions of paragraph 20: family medicine; general medicine; internal medicine; obstetrics and gynecology; endocrinology; and psychiatry. Current LMMG physicians providing services in the primary service area as of the Date of Closing in any specialties shall be subject to the provisions of paragraph 20.</p>	<p>D&amp;T will obtain YNHHS's Management Representation submitted to OHCA relative to compliance with 15-32033-CON Condition #21b.</p>

Condition	D&T Procedure
<p><u>15-32032-CON Condition 2b:</u> With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):</p> <p>b. Physicians who are hired, recruited or contracted by a YNHHS affiliate to provide professional services (other than in a licensed hospital department) in the primary service area (which may from time to time change), currently the communities of East Lyme, Groton, Ledyard, Lyme, Montville, New London, North Stonington, Old Lyme, Preston, Salem, Stonington and Waterford, and in the following specialties shall be billed at the LMMG commercial health plan negotiated rates subject to the provisions of paragraph 1: family medicine; general medicine; internal medicine; obstetrics and gynecology; endocrinology; and psychiatry. Current LMMG physicians providing services in the primary service area as of the Date of Closing in any specialties shall be subject to the provisions of paragraph 1.</p>	<p>Refer to procedures for 15-32033-CON Condition #21 above.</p>
<b>Independent Monitor</b>	
<p><u>15-32033-CON Condition 15:</u> Within sixty (60) days after the Closing Date, YNHHS shall contract with an Independent Monitor who has experience in hospital administration and regulation. The Independent Monitor shall be retained at the sole expense of YNHHS. Representatives of OHCA and FLIS will approve the Independent Monitor's appointment. The Independent Monitor shall be engaged for a minimum period of two (2) years<sup>6</sup> following the Closing, which may be extended for another year at OHCA's and/or FLIS's discretion. The Independent Monitor will be responsible for monitoring the Applicants' compliance with the Conditions set forth in this Order. The Applicants shall provide the Independent Monitor with appropriate access to L+MH and its applicable records in order to enable the Independent Monitor to fulfill its functions hereunder. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify and monitor compliance with the conditions set forth herein.</p>	<p>D&amp;T and YNHHS will execute an Engagement Letter by the required date. A copy of this Engagement Letter will be provided to OHCA.</p>

<sup>6</sup> The Monitor may be required for only 1 (one) year or up to five (5) years as determined in writing by OHCA.



Condition	D&T Procedure
<p>NOTE: See Condition #33a (appointment of Monitor requirement)</p>	
<p><u>15-32033-CON Condition 33</u>: In addition to the above, L+M and YNHHSC make the following commitment for a period of five years post-Closing:</p> <ol style="list-style-type: none"> <li>a. L+M and YNHHSC shall appoint an independent monitor at their own cost (selected by YNHHSC and L+M and approved by OHCA) to serve as a post-transfer compliance monitor.</li> <li>b. Such monitor shall, at a minimum meet with representatives of the L+M community at six months after the Date of Closing and annually and shall report to OHCA in accordance with Section 19a-639(e) of the general statutes and specifically address: (i) L+M's compliance with the Certificate of Need Order; and (ii) the level of community benefits and uncompensated care provided by L+M during the prior period.</li> <li>c. L+M shall provide the monitor with reasonable access to its public filings and facilities and all other financial information necessary for the purposes of carrying out the monitor's duties.</li> <li>d. L+M shall hold a public forum in New London at six months after the Date of Closing and not less than annually thereafter during the monitoring period to provide for public review and comment on the monitor's reports and findings.</li> <li>e. If the Independent Monitor determines that YNHHSC and L+M are substantially out of compliance with the conditions to the CON, the monitor shall notify YNHHSC and L+M in writing regarding the deficiency. Within two weeks of such notice, the monitor shall convene a meeting with representatives from YNHHSC and L+M for the purpose of determining compliance and any appropriate connective action plan. If YNHHSC and L+M fail to implement a plan of correction satisfactory to the monitor within thirty days of such meeting, the monitor shall report such substantial noncompliance and its impact on health care costs and accessibility to OHCA. OHCA shall determine whether such non-compliance has had a material</li> </ol>	<p>For 15-32033-CON Condition #33a, refer to 15-32033-CON Condition #15.</p> <p>15-32033-CON Condition #33b – D&amp;T will meet with CHNA/CHIP Steering Committee in March 2017 for an initial introduction and will meet with this group annually thereafter to present the annual Monitor report. Relative to (ii), Refer to the procedures performed per Conditions #11 and #31. Minutes will be maintained by D&amp;T of these meetings and provided to OHCA upon request.</p> <p>With respect to 15-32033-CON #33d, D&amp;T will confirm that YNHHSC has held a public forum including members of the CHIP (Community Health Improvement Program) group.</p> <p>With respect to 15-32033-CON #33e, D&amp;T agrees to provide written notice of any deficiencies as required.</p>

Condition	D&T Procedure
<p>negative impact and what remedy is reasonably necessary to bring YNHHSC and L + M into compliance and shall have the right to enforce these conditions by all means and remedies available to it under law and equity, including but not limited to Conn. Gen. Stat. 19a-642 and the right to impose and collect a civil penalty under Conn. Gen. Stat. 19a-653. In addition, in the event OHCA determines YNHHSC and L+M are in material non-compliance, OHCA may order YNHHSC and L+M to provide additional community benefits as necessary to mitigate the impact of such non-compliance.</p>	
<p><u>15-32032-CON Condition 8</u>: In addition to the above, L+M and YNHHSC make the following commitment for a period of five years post-Closing:</p> <ol style="list-style-type: none"> <li>a. L+M and YNHHSC shall appoint an independent monitor at their own cost (selected by YNHHSC and L+M and approved by OHCA) to serve as a post-transfer compliance monitor.</li> <li>b. Such monitor shall, at a minimum meet with representatives of the L+M community at six months after the Date of Closing and annually and shall report to OHCA in accordance with Section 19a-639(e) of the general statutes and specifically address: (i) L+M's compliance with the Certificate of Need Order; and (ii) the level of community benefits and uncompensated care provided by L+M during the prior period.</li> <li>c. L+M shall provide the monitor with reasonable access to its public filings and facilities and all other financial information necessary for the purposes of carrying out the monitor's duties.</li> <li>d. L+M shall hold a public forum in New London at six months after the Date of Closing and not less than annually thereafter during the monitoring period to provide for public review and comment on the monitor's reports and findings.</li> <li>e. If the Independent Monitor determines that YNHHSC and L+M are substantially out of compliance with the conditions to the CON, the monitor shall notify YNHHSC and L+M in writing</li> </ol>	<p>Refer to procedures for 15-32033-CON Condition #33 a through e above.</p>

Condition	D&T Procedure
<p>regarding the deficiency. Within two weeks of such notice, the monitor shall convene a meeting with representatives from YNHHS and L+M for the purpose of determining compliance and any appropriate corrective action plan. If YNHHS and L+M fail to implement a plan of correction satisfactory to the monitor within thirty days of such meeting, the monitor shall report such substantial noncompliance and its impact on health care costs and accessibility to OHCA. OHCA shall determine whether such non-compliance has had a material negative impact and what remedy is reasonably necessary to bring YNHHS and L + M into compliance and shall have the right to enforce these conditions by all means and remedies available to it under law and equity, including but not limited to Conn. Gen. Stat. 19a-642 and the right to impose and collect a civil penalty under Conn. Gen. Stat. 19a-653 In addition, in the event OHCA determines YNHHS and L+M are in material non-compliance, OHCA may order YNHHS and L+M to provide additional community benefits as necessary to mitigate the impact of such non-compliance.</p>	
<p><u>15-32033-CON Condition 16</u>: The Independent Monitor will report to both OHCA and FLIS. The Independent Monitor shall conduct on-site visits of L+MH on no less than a semi-annual basis<sup>7</sup> to assess adherence to DPH's Consent Order. The Independent Monitor shall furnish a written report of his or her assessment to OHCA and FLIS within thirty (30) days of the completion of each on-site review. YNHHS will have the opportunity to review and provide written responses to the report. As OHCA deems necessary, the Independent Monitor shall di with OHCA and FLIS personnel to discuss the written report and will perform additional periodic reviews. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify and monitor compliance with the Conditions set forth herein.</p>	<p>D&amp;T will plan, at a minimum, two site visits per year. The site visits will include meetings with Administration/Leadership. D&amp;T will provide a report that summarizes the activities from the prior six month period along with any recommendations or observations to YNHHS, OHCA, and FLIS.</p> <p>Procedures associated with 15-32033-CON Condition #16 are expected to coincide/satisfy 15-32033-CON Conditions 33b and 33d as well.</p>

<sup>7</sup> The semi-annual basis will be defined as six months post-closing and on the anniversary of the closing date to coincide with meetings with the community representatives per Conditions # 33b and 33d

Condition	D&T Procedure
<p data-bbox="180 352 428 386"><b>Community Benefit</b></p> <p data-bbox="180 443 935 772"><u>15-32033-CON Condition 11:</u> The Applicants shall maintain community benefit programs and community building activities for L+MH for three (3) years after the Closing Date consistent with L+MH's most recent Schedule H of IRS Form 990 or shall provide such other community benefit programs and community building activities that are at least as generous and benevolent to the community as L+MH's current programs, and the Applicants shall apply no less than a 1% increase per year for the next three (3) years toward the L+MH's community building activities in terms of dollars spent.</p> <p data-bbox="180 810 932 1010">In determining L+MH's participation and investment in both community benefits and community building activities, the Applicants shall address the health needs identified by the applicable CHNA in effect at the time and the population health management objectives, including social determinants of health, contained in the related Implementation Strategy.</p> <p data-bbox="228 1047 948 1413">a. On an annual basis, YNHHSC shall identify the amounts and uses related to community benefits and community building and shall discuss how such investments and support are being applied toward the health needs identified in the CHNA and population health management objectives. Such reporting shall be filed within thirty (30) days of the anniversary date of the Closing for three years and shall be posted on L+MH's website. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	<p data-bbox="967 443 1369 705">D&amp;T will obtain L+MH's most recent Schedule H of IRS Form 990 to act as a baseline. We will then compare on an annual basis the results of that year to the baseline in order to verify that the 1 percent increase requirement has been met.</p> <p data-bbox="967 726 1369 1056">D&amp;T will also obtain the YNHHSC report/summary on the amounts and uses related to community benefits and community building per the categories identified in the CHNA. D&amp;T will confirm that these documents are filed in a timely manner and posted to the L+MH website.</p>



Condition	D&T Procedure
<p><u>15-32033-CON Condition 31:</u> L+M and YNHHSC have agreed to maintain at least the same level of community benefit consistent with L+M's most recent Schedule H of IRS Form 990 and its Community Health Needs Assessment (CHNA). L+M and YNHHSC agree to conduct an updated Community Health Needs Assessment by no later than December 31, 2016, and provide services in accordance with implementation plan adopted as part of the updated CHNA process and provide OHCA with its updated CHNA within thirty days of its approval.</p>	<p>After obtaining L+M's baseline Schedule H of IRS Form 990, D&amp;T will obtain and confirm that L+M and YNHHSC have increased community benefit by 1% per year for the first three (3) years of this agreement. Thereafter for years 4 and 5, we will confirm that the level of community benefit provided in year 3 was at least maintained (not required to increase in years 4 and 5).</p> <p>Cross-reference to 15-32033-CON Condition #11.</p>
<p><u>15-32033-CON Condition 32h:</u> A narrative description of L+M's community benefit commitments described herein, including without limitation the amounts spent and a description of such spending to support and invest in the communities that L+M serves.</p>	<p>Relative to 15-32033-CON Condition #32h, see procedures performed for 15-32033-CON Conditions #11 and #31.</p>
<p><u>15-32033-CON Condition 12:</u> The Applicants shall work toward making culturally and linguistically appropriate services available and integrated throughout L+MH's operations. Specifically, the Applicants shall ensure that L+MH shall take reasonable steps to provide meaningful access to each individual with limited English proficiency eligible to be served or likely to be encountered in its health programs and activities, in accordance with the implementing regulations of Section 1557 of the Patient Protection and Affordable Care Act. Additionally, the Applicants shall provide at L+MH, appropriate insurance navigator services for patients and, where appropriate, English as a second language and cultural competency training for employees. In complying with this Condition, the Applicants shall ensure that L+MH shall be guided by the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care published by the U.S. Department of Health and Human Services' Office of Minority Health. For three (3) years following the Closing Date, YNHHSC shall submit a written report on its activities directed at meeting this Condition. Such reporting shall be filed within thirty (30) days of the anniversary date of the Closing and shall be posted on L+MH's website. OHCA is imposing this Condition so as to ensure continued access to health care services for the patient population.</p>	<p>D&amp;T will obtain and review interpreter services policies and contracts as applicable. Additionally, our team will obtain a cultural competency plan, training, as well as related policies. We will also obtain YNHHSC's report and supporting documents and confirm the timely filing of these materials.</p>

Condition	D&T Procedure
<b>Charity Care Policies</b>	
<p><u>15-32033-CON Condition 9</u>: Following the Closing Date, L+MH will adopt YNHHS's financial assistance (charity and free care) policies or adopt other policies that are at least as generous and benevolent to the community as L+MH's current policies, consistent with state and federal law. These policies shall be posted on the website pages of L+MH and as additionally required by applicable law, OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	<p>Deloitte will obtain copies of the relevant financial assistance policies and confirm that L+MH has adopted YNHHS's financial assistance policies (or policies at least as generous as these policies) using management approval of the policies as evidence. After verifying that this step has been properly completed, we will confirm that these policies are properly posted on L+MH's website.</p>
<p><u>15-32033-CON Condition 10</u>: For three (3) years following the Closing Date, YNHHS shall provide written notice to OHCA of any modification, amendment or revision to the charity care, indigent care and community volunteer services policies of L+MH within thirty (30) days of such change. The notice of these changes shall be accompanied by copies of any revised policies and the notice and revised policies shall be posted on the website of L+MH simultaneously with their submission to OHCA. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	<p>After obtaining original L+MH policies on charity care, indigent care, and community volunteer services, D&amp;T will read and assess these policies on an annual basis for changes. When changes are made to these policies, we will confirm OHCA is notified (as required) and revised policies are posted to the L+MH website.</p>
<p><u>15-32033-CON Condition 32e</u>: Affirmation that L+M has adopted the YNHHS Financial Assistance Program Policies currently in effect as of the date hereof, and that such Policies, if amended, provide assistance to patients that is at least as generous as the YNHHS Financial Assistance Program Policies currently in effect as of the date hereof.</p>	<p>For 15-32033-CON Condition 32 requirements a through e and g, D&amp;T will obtain a copy of YNHHS's Management Representation to OHCA that Condition 32 requirements a through e and g have been met.</p>
<b>Employment Conditions</b>	
<p><u>15-32033-CON Condition 27</u>: L+M shall continue to recognize all collective bargaining units currently organized at an L+M affiliate, and honor the collective bargaining agreements currently in place.</p>	<p>D&amp;T will obtain a copy of YNHHS's Management Representation to OHCA that 15-32033-CON Condition #27 has been met.</p>

Condition	D&T Procedure
<p><u>15-32033-CON Condition 32g</u>: Affirmation of the labor and employment commitments described herein, including but not limited to L+M's service sites continued honoring of collective bargaining agreements in place as of the date hereof.</p>	<p>See others below</p>
<p><u>15-32033-CON Condition 28</u>: Employees of any L+M affiliate shall not be required to reapply for their positions as a result of the affiliation. To the extent that any L+M employees leave their employment at L+M service sites within ninety days following the Closing Date and obtain employment with a YNHHSC affiliate, such employees' seniority shall be preserved (e.g., eligibility for benefits consistent with total years of service).</p>	<p>D&amp;T will obtain a copy of YNHHSC's Management Representation to OHCA that 15-32033-CON Condition #28 has been met.</p>
<p><u>15-32032-CON Condition 6</u>: Employees of any L+M affiliate shall not be required to reapply for their positions as a result of the affiliation. To the extent that any L+M employees leave their employment at L+M service sites within ninety days following the Closing Date and obtain employment with a YNHHSC affiliate, such employees' seniority shall be preserved (e.g., eligibility for benefits consistent with total years of service).</p>	<p>Refer to procedures for 15-32033-CON Condition #28.</p>
<p><u>15-32033-CON Condition 29</u>: L+MH shall maintain its current wage and salary structures for its non-bargaining or non-represented employees based on hospitals of similar scope, size and market conditions in Connecticut.</p>	<p>D&amp;T will obtain a copy of YNHHSC's Management Representation to OHCA that 15-32033-CON Condition #29 has been met.</p>
<p><u>15-32033-CON Condition 30</u>: L+M and YNHHSC shall use their best efforts to achieve efficiencies through the management of vacancies and attrition and to minimize the elimination of individuals' jobs.</p>	<p>D&amp;T will obtain a copy of YNHHSC's Management Representation to OHCA that 15-32033-CON Condition #30 has been met.</p>
<p><b>Governance</b></p>	

Condition	D&T Procedure
<p><u>15-32033-CON Condition 14</u>: For three (3) years following the Closing Date, the Applicants shall allow for one (1) community representative to serve as voting members of L+MH' s Board of Directors with rights and obligations consistent with other voting members under L+MH's Board of Director Bylaws. The Applicants shall select the community representative in a manner that ensures the appointment of an unbiased individual who will fairly represent the interests of the communities served by L+MH. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	<p>Verify that the designated Board member(s) meet this condition, as confirmed by OHCA.</p>
<p><u>15-32033-CON Condition 17</u>: For three (3) years following the Closing Date, the Applicants shall hold a meeting of the YNHHS Board and L+M Board ("Joint Board Meetings") at least twice annually. Such Joint Board Meetings shall be followed by a meeting to which the public is invited in advance and at which the public is informed of L+MH's activities and afforded an opportunity to ask questions and make comments. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	<p>To confirm compliance with this provision, D&amp;T will obtain minutes from these Joint Board Meetings and confirm that notice of the public meetings is posted with proper notice.</p> <p>D&amp;T will attend the public meetings as part of the Monitor role.</p>
<p><u>15-32033-CON Condition 26</u>: As described in the Affiliation Agreement, YNHHS is committed to maintaining local governance at L+M. The L+M Board of Directors shall continue as a fiduciary board composed of a majority of members who reside in the communities served by L+M with the only change in composition being the addition of the President/CEO of YNHHS (or his or her designee) serving as an ex-officio member. Each director of the L+M Board of Directors shall have an equal vote. The L+M Board shall be empowered and supported to oversee local performance and to create and sustain connections with the community. Subject to certain reserved powers for YNHHS, the L+M Board of directors will have the right to approve any major new programs and clinical services, or the discontinuation or consolidation of any such programs.</p>	<p>D&amp;T will obtain and evaluate the Board of Directors bylaws to confirm that L+M Board maintains rights and powers specified in the Order.</p>
<p><b>Licensure, Physician Office Conversion, Cost Savings Attainment</b></p>	
<p><u>15-32033-CON Condition 13</u>: The Applicants shall abide by all requirements of licensure that may be imposed by the Facility Licensing and Investigations Section ("FLIS") of the Department of Public Health ("DPH") in any Pre-Licensing Consent Order or similar agreement that FLIS may enter with these parties. OHCA</p>	<p>D&amp;T will obtain the survey/certification results as applicable (if surveys occur). We will confirm licensure via an</p>



Condition	D&T Procedure
is imposing this Condition to ensure that quality health care services are provided to the patient population.	annual YNHHSC Management Representation.
<u>15-32033-CON Condition 24</u> : L+M and YNHHSC shall not convert any L+M physician offices (including those that will be merged into NEMG) to hospital-based status.	D&T will obtain a copy of YNHHSC's Management Representation to OHCA that 15-32033-CON Condition #24 has been met.
<u>15-32033-CON Condition 32d</u> : Affirmation that no L+M physician office has been converted to hospital-based status.	D&T will obtain a copy of YNHHSC's Management Representation to OHCA that 15-32033-CON Condition #32d has been met.
<u>15-32032-CON Condition 5</u> : L+MH and YNHHSC shall not convert any L+M physician offices (including those that will be merged into NEMG) to hospital-based status.	Refer to procedures for 15-32033-CON Condition #24 above.
<p><u>15-32032-CON Condition 7b</u>: Every six months (the "six month reports") until December 1, 2018 and each year thereafter (each an "annual report"), YNHHSC shall submit notarized reports to OHCA for the periods of January to June (due July 31st) and July through December (due January 31st) certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:</p> <p>Affirmation that no L+M physician office has been converted to hospital-based status.</p>	Refer to procedures for 15-32033-CON Condition #32f above.
<u>15-32033-CON Condition 25</u> : L+M shall attain cost savings as a result of the affiliation with YNHHSC as described in the CON application.	D&T will obtain and read YNHHSC's reporting created per 15-32033-CON condition #32f.

**Reference documents:**

Name	title	Organization	email	comments
<b>Participants in the CHA/CHIP process:</b>				
Megan Brown	Senior Director of Marketing and Development	TVCCA	<a href="mailto:megan.brown@tvcca.org">megan.brown@tvcca.org</a>	neutral on affiliation allied with intervenors; connected to NAAACP and NL Housing Authority
Stephanye Clarke	Communications Coordinator	Universal Health Foundation	<a href="mailto:stephanycclarke@gmail.com">stephanycclarke@gmail.com</a>	pro on affiliation
Nancy Cowser	Senior VP of Strategy	United Community and Family Services	<a href="mailto:ncowser@ucfs.org">ncowser@ucfs.org</a>	neutral; attorney
Jim Haslam	Chair	NL County Food Policy Council	<a href="mailto:jhaslam@connlegalservices.org">jhaslam@connlegalservices.org</a>	neutral to pro
Jerry Lokken	Recreation Services Manager	Groton Parks and Recreation	<a href="mailto:jlokken@town.groton.ct.us">jlokken@town.groton.ct.us</a>	pro
Alejandro Melendez-Cooper	President	Hispanic Alliance	<a href="mailto:pacopeco48@gmail.com">pacopeco48@gmail.com</a>	neutral; co-leader of the CHA and CHIP
Russ Melmed	Epidemiologist	Ledge Light Health District	<a href="mailto:rmmelmed@lhd.org">rmmelmed@lhd.org</a>	
Pat McCormack	Director of Health	Uncas Health District	<a href="mailto:doh@uncashd.org">doh@uncashd.org</a>	I'm not sure his stance but may be somewhat cautious due to Norwich experience with Hartford HC
Jeanne Milstein	Director, Human Services	City of New London	<a href="mailto:jmilstein@ci.New-London.ct.us">jmilstein@ci.New-London.ct.us</a>	neutral
Jennifer O'Brien	Program Director	Community Foundation of Eastern CT	<a href="mailto:jennob@cfect.org">jennob@cfect.org</a>	neutral
Tracee Reiser	Associate Dean for Community Learning, Associate Director Holleran Center	Connecticut College	<a href="mailto:tirei@conncoll.edu">tirei@conncoll.edu</a>	neutral to cautious; long-time community partner
Dianna Rodriguez	Behavioral health provider	Community Health Center, Inc.	<a href="mailto:rodridgd@chc1.com">rodridgd@chc1.com</a>	likely neutral
Chris Soto	Director	Higher Edge	<a href="mailto:chris@higheredget.org">chris@higheredget.org</a>	likely neutral; also likely to be elected State Rep
Victor Villagra, MD	Director	UCONN Health Disparities Institute	<a href="mailto:victor.villagra@gmail.com">victor.villagra@gmail.com</a>	neutral
<b>Hospital Corporators offered by Bill Stanley</b>				
Jane Lassen Bobruff	volunteer	n/a	<a href="mailto:nealane@aol.com">nealane@aol.com</a>	pro
Ann Burdick	volunteer	n/a	860-443-4236	pro
Karen Hatcher		Mashantucket Pequots	<a href="mailto:khatcher@prxn.com">khatcher@prxn.com</a>	pro
Dan O'Shea	retired Pfizer exec.		<a href="mailto:danooshea@snet.net">danooshea@snet.net</a>	pro
Ricardo Ochoa	retired Pfizer exec., former board planning committee		860-235-5459	pro
Verna Swann	volunteer, retired L+M employee		<a href="mailto:vswann@yahoo.com">vswann@yahoo.com</a>	pro

## Greer, Leslie

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**From:** Roberts, Karen  
**Sent:** Monday, November 07, 2016 9:41 AM  
**To:** Capozzalo, Gayle; Nancy.Rosenthal@greenwichhospital.org  
**Cc:** Furniss, Wendy; Ortelle, Donna; Cass, Barbara; Martone, Kim; Cotto, Carmen; ksauders@deloitte.com  
**Subject:** Re: Independent Monitor for Certificate of Need Docket #s 15-32032-CON and 15-32033-CON

Dear Gayle and Nancy

Below please find two emails regarding the Yale-New Haven Hospital selection for Independent Monitor for the above noted Docket Numbers. With these two emails, both the Office of Health Care Access (OHCA) and the Health Care Quality and Safety/Facility Licensing and Inspections (FLIS) section of the Department of Public Health provide their approval of the Independent Monitor chosen by YNHSC, as required by the CON orders for these two CON orders. YNHSC may now proceed to finalize this contractual arrangement and should provide OHCA with a copy of documents for the CON public records. Thank you for your cooperation in this matter.

Sincerely,

*Karen Roberts*

Principal Health Care Analyst  
Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308  
P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)



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**From:** Martone, Kim  
**Sent:** Monday, November 07, 2016 7:58 AM  
**To:** Cass, Barbara  
**Cc:** Roberts, Karen; Furniss, Wendy; Ortelle, Donna  
**Subject:** RE: Deloitte

Thank you Barbara. OHCA approves Deloitte as well to serve as the Independent Monitor for the Yale L&M acquisition.

Kim

**Kimberly R. Martone**

Director of Operations, Office of Health Care Access

Connecticut Department of Public Health  
410 Capitol Avenue, MS #13 CMN, Hartford, Connecticut 06134  
Phone: 860-418-7029 Fax: 860-418-7053  
Email: [Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov) Website: [www.ct.gov/ohca](http://www.ct.gov/ohca)



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**From:** Cass, Barbara  
**Sent:** Friday, November 04, 2016 5:50 PM  
**To:** Martone, Kim  
**Cc:** Roberts, Karen; Furniss, Wendy; Ortelle, Donna  
**Subject:** Deloitte

Dear Kim:

Thank you very much for including the Department of Public Health Facility Licensing and Investigations Section (FLIS) in the conference call with Deloitte to assess their ability to act as the Independent Monitor (IM) for the Yale New Haven Hospital/Lawrence and Memorial Hospital acquisition. Pursuant to the information Deloitte provided regarding capacity to assess hospital systems and their availability to access clinicians, FLIS approves Deloitte as capable of serving in the capacity of the IM if the Office of Health Care Access is also in agreement.

Best,

Barbara

Barbara S. Cass, R.N.  
Section Chief  
Facility Licensing and Investigations Section  
State of Connecticut, Department of Public Health  
410 Capitol Avenue  
Hartford, CT 06134  
Telephone: 860-509-7609  
[Barbara.cass@ct.gov](mailto:Barbara.cass@ct.gov)



## Greer, Leslie

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**From:** Roberts, Karen  
**Sent:** Tuesday, November 08, 2016 8:15 AM  
**To:** Greer, Leslie; Cotto, Carmen  
**Cc:** Martone, Kim; Hansted, Kevin  
**Subject:** FW: Independent Monitor for Docket Numbers 15-32032-CON and 15-32033-CON  
**Attachments:** DT-YNHHS Engagement Letter and Workplan.pdf

FYI for Yale's two CON docket #s. Karen

*Karen Roberts*

Principal Health Care Analyst

Office of Health Care Access

Connecticut Department of Public Health

410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308

P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)



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**From:** Capozzalo, Gayle [<mailto:Gayle.Capozzalo@ynhh.org>]  
**Sent:** Monday, November 07, 2016 5:03 PM  
**To:** Martone, Kim; Roberts, Karen  
**Cc:** Rosenthal, Nancy; 'Sauders, Kelly (US - New York)'; Willcox, Jennifer; Anderson, Maureen (LMHOSP); Aseltyne, Bill; Borgstrom, Marna; Cummings, Bruce (L and M); Tammaro, Vincent; O'Connor, Christopher  
**Subject:** Independent Monitor for Docket Numbers 15-32032-CON and 15-32033-CON

Per OHCAs approval of Deloitte as the Independent Monitor for Docket numbers 15-32032-CON and 15-32033-CON, attached please find an executed engagement letter between Yale New Haven Health Services Corporation and Deloitte. Thank you.

Gayle

Gayle Capozzalo, FACHE

Chief Strategy Officer

789 Howard Avenue

New Haven, CT 06519

**Phone:** 203-688-2605

**Fax:** 203-688-3472

[gayle.capozzalo@ynhh.org](mailto:gayle.capozzalo@ynhh.org)

**YaleNewHavenHealth**



Deloitte & Touche LLP  
30 Rockefeller Plaza  
New York, New York 10112  
Tel: 212-436-3180  
Fax: 212-653-7033  
www.us.deloitte.com

November 7, 2016

Bill Aselyne  
Senior Vice President & General Counsel  
Yale-New Haven Hospital/Yale New Haven Health System  
789 Howard Ave., CB 230  
New Haven, CT 06519

Dear Bill,

This engagement letter is to confirm the engagement of Deloitte & Touche LLP ("D&T" or "we"), effective as of the date hereof, to provide Yale New Haven Health Services Corporation and its subsidiaries (collectively referred to as "YNHHSC" or the "Company") the services described below (the "Services").

### Scope and Approach

We understand you are seeking an independent monitor related to the agreed settlement ("Agreement" or "Order") between YNHHSC and State of Connecticut's Office of Health Care Access ("OHCA") to monitor the YNHHSC's compliance with the Conditions of the Order in the transfer of ownership of Lawrence + Memorial Corporation and its subsidiaries to YNHHSC.

Specific anticipated activities we will assist YNHHSC with will include two work streams:

#### *Workstream 1: Assist YNHHSC with the planning and preparing for monitoring reviews*

- Hold kick-off with YNHHSC responsible persons to discuss the monitor requirements
- Meet with the Connecticut Office of Health Care Access (OHCA), as requested
- Review and agree upon with YNHHSC and OHCA, as applicable, the elements of monitor services as documented in the work plan in Appendix A.

#### *Workstream 2: Assist YNHHSC with the independent monitoring activities*

- Refer to Appendix A for a detailed monitor work plan which describes the various required activities and activities associated with each condition of the Order.

We anticipate providing our services both off-site and on-site. Where possible we will perform analysis and preparation activities remotely. We anticipate providing these services for a period of two to five years (as requested by YNHHSC based on requirements of OHCA).

### Engagement Team

Kelly J. Saunders, Partner, Deloitte & Touche LLP, will serve as the lead engagement leader to provide oversight and direction. Ed Sullivan, Principal, Deloitte & Touche LLP will serve as the quality assurance partner, supporting Kelly and the team in the execution of the work. Kaitlin McCarthy, Manager, Deloitte & Touche LLP, will serve as the overall project manager. Additional support will be provided by other professionals from Deloitte & Touche LLP's Regulatory & Compliance practice, as needed, during the course of this engagement.

### Deliverables

The following deliverables will be produced during the course of this engagement:

#### *Workstream 1: Assist YNHHS with planning and preparing for monitoring reviews*

1. D&T will create and maintain a written plan for fulfilling the duties set forth in the agreement.

#### *Workstream 2: Assist YNHHS with independent monitoring activities*

1. D&T will draft and submit a written report within thirty (30) days of the completion of each (semi-annual) on-site review on YNHHS compliance with the conditions of the Order, totaling two reports per reporting year.

### Professional Fees and Timing

The total fees related to this engagement are estimated as follows:

Year 1: \$180,000 - \$190,000

Years 2 through 5 (as required)\* \$150,000-\$160,000

We will bill for our services based on actual hours incurred at the following billing rates:

Resource Level	Hourly Rate
Partner	\$625
Senior Manager	\$550
Manager	\$510
Senior Consultant	\$445
Consultant	\$380

\* Note that hourly rates will increase approximately 3% per year for years 3, 4 and 5.

This estimated fee and time estimate is based upon our current understanding of the project requirements, our proposed approach, our estimate of the level of effort required, our roles and responsibilities, any assumptions set forth herein, and active participation of Company's management and other personnel. We

plan to meet with you on no less than a quarterly basis to review time incurred and estimates to completion throughout the duration of this engagement.

Based on our experience, issues sometimes arise that require procedures beyond what was initially anticipated. If this should occur, we will discuss it with you promptly and early in the process before we perform any additional work.

We understand that you will reimburse us for all reasonable expenses incurred in performing the Services on this engagement (including, but not limited to, our reasonable travel, meal, lodging, and mileage expenses). Expenses will be noted separately on our invoices and segregated by expense type.

Fees for this engagement will be billed biweekly as the work progresses for fees accrued and expenses incurred by us since our last invoice in performing our Services.

#### **Other Matters**

YNHHSC is, among other things, a regulatory/compliance and merger & acquisition services client of D&T and/ or its affiliated and related entities. We do not believe that the proposed services impair the objectivity for D&T to perform the proposed services for YNHHSC. However, we are bringing this to your attention to avoid any misunderstanding.

Should a potential conflict come to the attention of the engagement leader with respect to potential future work being performed or to be performed by D&T or one of its affiliated or related entities for YNHHSC, D&T will advise YNHHSC promptly. YNHHSC will, at its option and in consultation with the Connecticut Office of Health Care Access as appropriate, promptly request, in writing, (1) such entity not to proceed with the proposed services or (2) such entity to proceed with the proposed services, provided that such entity agrees to proceed. If YNHHSC requests such entity to proceed with the proposed services, YNHHSC agrees that D&T and its affiliated and related entities' are able to perform the proposed services objectively. If appropriate, such entity will establish an ethical wall and confidentiality safeguards so that the services will be performed by different personnel on the various engagements.

#### **Acknowledgements and Agreements**

The Company specifically acknowledges and agrees to the following:

- Substantial and meaningful involvement of management of the Company is critical to the success of this engagement. The Company shall be responsible for ensuring that the identified Company personnel actively participate in both the planning and execution of this engagement.
- D&T will not make any management decisions, perform any management functions, or assume any management responsibilities.
- The Company agrees that any deliverables provided to the Company hereunder by D&T may be disclosed to the State of Connecticut's Office of Health Care Access ("OHCA") to the extent required by such regulator in connection with an investigation or examination of the Company. To the extent permitted by law, rule, regulation and applicable professional standards, YNHHSC shall be promptly notified in the event such deliverable(s) are provided by D&T to the OHCA.



- Company will limit sensitive information, such as PII, PHI, trade secrets and other information that it considers sensitive or highly confidential, it provides to D&T (or otherwise makes available to D&T) to only that which is reasonably necessary to allow D&T to provide the Services. D&T will provide Company with a list of D&T personnel who are authorized to receive or have access to Company sensitive information. Such list may be updated as needed. Any disclosure of sensitive information by Company to D&T will utilize levels of information security and data encryption appropriate to maintain security of Company sensitive information being accessed by or transferred to D&T, and as required by applicable information protection laws.
- The Services will be performed in accordance with the Statement on Standards for Consulting Services that is issued by the American Institute of Certified Public Accountants (“AICPA”). However, the Services will not constitute an engagement to provide audit, compilation, review, or attestation services as described in the pronouncements on professional standards issued by the AICPA, the Public Company Accounting Oversight Board, or other regulatory body and, therefore, we will not express an opinion or any other form of assurance as a result of performing the Services.
- We will not provide any legal advice regarding our Services nor will we provide any assurance regarding the outcome of any future audit or regulatory examination or other regulatory action; the responsibility for all legal issues with respect to these matters, such as reviewing all deliverables and work product for any legal implications to the Company, will be the Company’s.
- The Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Company.

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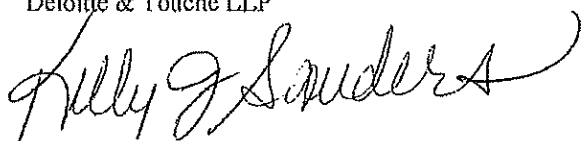
During the term of this engagement, the Company may request that D&T perform additional services that are not encompassed by this engagement letter. D&T may perform such additional services upon receipt of a separate signed engagement letter with terms and conditions that are acceptable to D&T and the Company. Our observations and recommendations will be based solely on the results of the assessment performed.

This engagement letter, together with the General Business Terms attached hereto as Appendix B and the Business Associate Addendum attached hereto as Appendix C and made a part hereof constitute the entire agreement between the Company and D&T with respect to this engagement, supersede all other oral and written representations, understandings, or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Company and D&T.

Please indicate your acceptance of this agreement by signing in the space below and returning a fully executed copy of this engagement letter to us. A duplicate of this engagement letter is provided for your records. We look forward to serving you. If you have any questions please contact Kelly Saunders at (212) 436-3180.

Very truly yours,

Deloitte & Touche LLP

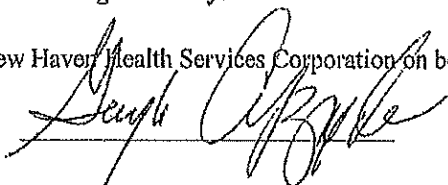


By: Kelly J. Saunders  
Partner

Accepted and Agreed to by:

Yale New Haven Health Services Corporation on behalf of itself and its subsidiaries

By:



Title:

Executive VP / Chief Strategy Officer

Date:

11/7/16

**APPENDIX A. MONITORING PROCEDURES (per Docket Numbers 15-32032-CON and 15-32033-CON)**

Condition	D&T Procedure
<p><b>Strategic Plan</b></p>	
<p><u>15-32033-CON Condition 4:</u> Within one hundred and eighty (180) days following the Closing Date of 9/8/16, YNHHS shall submit a plan demonstrating how health care services will be provided by L+MH for the first three years following the Transfer Agreement, including any consolidation, reduction, or elimination of existing services or introduction of new services (the "Services Plan"). The Services Plan will be provided in a format mutually agreed upon by OHCA and YNHHS. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.            NOTE 1: This applies only to Eastern Connecticut which has been defined in the Affiliation Agreement as Tolland, Windham and New London counties.            Note 2: Refer to Condition #19 which addresses the same/similar requirements</p>	<p>D&amp;T will obtain a copy of the Services Plan/Strategic Plan submitted for Condition #4 and #19, verify timely submission, verify that it incorporates the required elements (e.g. describing any planned consolidation, reduction, or elimination of existing services or introduction of new services) and that it meets the 3 year requirement.</p>
<p><u>15-32033-CON Condition 19:</u> L+M and YNHHS shall develop a strategic plan to focus on the retention and enhancement of healthcare services in the primary service area, i.e. towns served by L+M, which assures patient affordability and is consistent with appropriate standards of care, quality, and accessibility. Such plan shall seek to minimize travel for patients requiring clinical services that can be provided appropriately at L+M service sites, and to support the return of patients back to L+M and its medical staff for care should patients be referred to other YNHHS affiliated facilities for specialized care not available locally. The strategic plan shall include but not be limited to the following components:</p> <p>a. L+M shall enhance access to primary care physician services in the Eastern Connecticut region by recruiting and retaining eight additional primary care providers and other providers required to respond to local community need, in accordance with the community needs assessment in paragraph 31 herein and shall accommodate improvements to delivery models including value based care during such period. L+M shall demonstrate annual progress toward achieving these goals.</p>	<p>D&amp;T will obtain the Services Plan/Strategic Plan submitted for Condition #4 and #19 and review the plan for inclusion of these required components (as compared to the needs described within the Community Needs Assessment and the resource commitments within the Affiliation Agreement).</p>

Condition	D&T Procedure
<p>b. YNHHS C and L+M shall abide by the resource commitments for clinical service programming as set forth in the Affiliation Agreement.</p> <p>NOTE 1: Refer to Condition #4 which addresses the same requirements.</p>	
<p><u>15-32033-CON Condition 32b</u>: A narrative description of the achievement of the strategic plan components to retain and enhance healthcare services in the communities served by L+M, including with respect to physician recruitment and resource commitments for clinical service programming, whether the commitments described in the Affiliation Agreement were achieved, as well as the purposes, dates and amounts for which expenditures were made.</p>	<p>For 15-32033-CON Condition 32 requirements a through e and g, D&amp;T will obtain a copy of YNHHS C's Management Representation to OHCA that Condition 32 requirements a through e and g have been met including referencing specific locations of primary care physicians.</p>
<p><u>15-32033-CON Condition 7</u>: Within one hundred and eighty (180) days following the Closing Date and thereafter until the capital commitment <sup>1</sup>is satisfied, YNHHS C shall submit to OHCA a report on the capital investments ("Capital Investment Report") it has made in L+M and its affiliates from the \$300M Commitment Amount. The Capital Investment Report shall include the following in a format to be agreed upon:</p> <p>a. A list of the capital expenditures <sup>2</sup>that have been made in the prior one hundred and eighty (180) days with descriptions of each associated project; and</p> <p>b. An explanation of why each expenditure was made and a timeframe for the roll out of the associated capital project (including</p>	<p>D&amp;T will obtain the Plan (per 15-32033-CON Conditions #4 and #19). We will read the plan and verify that expenditures/investments made are in accordance with the Plan. We will discuss any questions/need for clarification with Management to ensure the expenditures are verified.</p> <p>D&amp;T will confirm detailed, full and timely submissions, with appropriate signatures of all required reports.</p>

<sup>1</sup> Per discussion with OHCA, we understand that "capital requirement" per this Order is intended to mean "resource commitment". YNHHS C will describe the plan/resource commitment per Conditions #4 and #19 of this Order.

<sup>2</sup> See footnote 4.



Condition	D&T Procedure
<p>estimated beginning, ending all startup/operation dates); and</p> <p>c. The funding source of the capital investment<sup>3</sup> indicating whether it was drawn from operating revenue, capital contributions from YNHHS or another source and, if funding was drawn from another source, indicating the source.</p> <p>For purposes of this Order, semi-annual periods are October 1-March 31 and April 1 - September 30. The required information is due no later than two (2) months after the end of each semi-annual period. Due dates are May 31st and November 30th beginning May 31, 2017. The reports shall be signed by L+MH's or L+M's Chief Financial Officer. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify the continued financial feasibility of the project.</p>	
<p><u>15-32033-CON Condition 5</u>: Until such time as the Services Plan is submitted<sup>4</sup>, YNHHS shall provide OHCA with notice of any reallocation of inpatient beds and relocation of outpatient services for L+MH specific to those services that existed at L+MH as of the Decision Date. Such notice shall be provided within ten (10) days of any such reallocation or relocation and published on the website pages of L+MH. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p> <p>NOTE 1: Cross-reference to Condition #18</p>	<p>D&amp;T will confirm that notices of reallocation or relocation were submitted in a timely manner and published on the L+MH website within ten days.</p> <p>Per related 15-32033-CON Condition #18, D&amp;T will confirm that any changes or reallocation of services are not in conflict with the requirements of 15-32033-CON Condition #18.</p>

<sup>3</sup> Per discussion with OHCA, we understand that “capital investment” per this Order is intended to mean expenditures/investment made”.

<sup>4</sup> The Services Plan is due 180 days after the closing date of September 8, 2016. Therefore this provision only applies until the Services Plan per Condition #4 is submitted.

Condition	D&T Procedure
<p><u>15-32033-CON Condition 18</u>: L+MH shall continue to maintain emergency room services, inpatient general medicine services, cardiology services (including emergency and elective PCI), inpatient obstetrics/gynecology services, inpatient behavioral health services, critical care unit services, and oncology services, which such services shall assure patient affordability and adhere to standards of care, quality, and accessibility and reflect local community need.</p> <p>NOTE 1: See related Condition #1 which applies to the first 180 dates post-closing. Following that time, YNHHS is bound by Condition #4 and the Services Plan created per Condition #4</p>	<p>D&amp;T will confirm that these services are properly maintained by conducting site visits, and ongoing data analysis of unit and patient data (e.g. to see continuing patient volume/services).</p> <p>YNHHS will provide a Management Attestation/Representation to OHCA that it is in compliance with 15-32033-CON Condition #18. D&amp;T will obtain a copy of that Management Representation.</p>
<p><u>15-32033-CON Condition 32a</u>: Every six months ( the "six month reports") until September 30, 2018 and each year thereafter (each an "annual report"), YNHHS shall submit notarized reports to OHCA for the periods of October 1 – September 30 with reports due November and May certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:</p> <p>a. Affirmation of the continuation of all L+MH services as described herein.</p>	<p>For 15-32033-CON Condition 32 requirements a through e and g, D&amp;T will obtain a copy of YNHHS's notarized Management Representation to OHCA that 15-32033-CON Condition 32 requirements a through e and g have been met.</p>
<b>Financial Reporting</b>	
<p><u>15-32033-CON Condition 8</u>: For three (3) years following the Closing Date, YNHHS shall submit to OHCA a financial measurement report. This report shall be submitted on a semi-annual basis and show current month and year-to-date data and comparable prior year period data for L+MH and L+M. The required information is due no later than two (2) months after the end of each semi-annual period (fiscal year). Due dates are May 31st and November 30<sup>th</sup>, beginning May 2017. The following financial measurements/indicators should be addressed in the report: (i) <b>Operating performance</b> to include operating margin, non-operating margin, and total margin; (ii) <b>Liquidity</b> to include current ratio, days cash on hand, days in net accounts receivables, and average payment period; (iii) <b>Leverage and capital structure</b> to include long-term debt to equity, long-term debt to capitalization,</p>	<p>D&amp;T will obtain the financial measurement report and review work papers to ensure that they are consistent with financial reports being submitted to L+M Hospital Board and that the required elements and financial measurements are appropriately recorded in the report; we will confirm the timely submission of each report.</p>

Condition	D&T Procedure
<p>unrestricted cash to debt, times interest earned ratio, debt service coverage ratio, and equity financing ratio; and (iv) <b>Additional Statistics</b> to include income from operations, revenue over (under) expense, cash from operation, cash and cash equivalents, net working capital, free cash flow (and the elements used in the calculation, unrestricted net assets/retained earnings, bad debt as a percentage of gross revenue, and credit ratings.</p>	
<p><u>15-32033-CON Condition 32f</u>: A detailed and comprehensive document showing a five-year plan (the "plan") to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include the following additional information in its annual report.</p> <ol style="list-style-type: none"> <li data-bbox="365 1144 917 1344">i. Narrative updates on the progress of implementation of the plan. These updates shall include the status of integration activities and adoption by L+MH and L+M of YNHHS non-clinical shared services opportunities;</li> <li data-bbox="365 1375 917 1942">ii. A report identifying L+M and L+MH cost saving totals since the Closing Date for the following Operating Expense Categories: Salaries and Wages, Fringe Benefits, Contractual Labor Fees, Medical Supplies and Pharmaceutical Costs, Depreciation and Amortization, Bad Debts, Interest Expense, Malpractice Expense, Utilities, Business Expenses and Other Operating Expenses. The categories shall be consistent with the major operating expense categories (Categories A,B,C,D,E,F,G,H,I,J, and K) that are in use at the time of reporting in the OHCA Hospital Reporting System ("HRS") Report 175 or successor report. YNHHS shall also file a narrative describing the</li> </ol>	<p>For 15-32033-CON Condition #32F, D&amp;T will obtain the Five-Year Plan prepared by YNHHS and the ongoing six month reports based on fiscal year. We will verify that the required elements are included in the report and are documented and supported by underlying information. We will confirm timely submission of all reports (OHCA's, HRS, Report 100, Report 150 and Report 175 and succession reports to OHCA.</p>

Condition	D&T Procedure
<p>specifics of the cost savings for each of these major expense categories;</p> <p>iii. A completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports; and</p> <p>iv. For L+MH, a completed Hospital Operating Expenses by Expense Category and Department report. The format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 175 or successor report.</p>	
<p><u>15-32032-CON Condition 7c</u>: Every six months (the "six month reports") until September 30, 2018 and each year thereafter (each an "annual report"), YNHHS shall submit notarized reports to OHCA for the periods of October 1 through March 31 (due May 31) and April 1 through September 30 (due November 30) certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:</p> <p>A detailed and comprehensive document showing a five-year plan (the "plan") to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include a completed Balance Sheet, Statement of Operations, and Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports; and</p>	<p>Refer to procedures for 15-32033-CON Condition #32f in the work plan above.</p>



Condition	D&T Procedure
<p><u>15-32033-CON Condition 6:</u> Within one hundred and eighty (180) days following the Closing Date, the Applicants shall file with OHCA the total price<sup>5</sup> per "unit of service" for each of the top 25 most frequent MS-DRGs (inpatient) and top 25 most frequent CPT codes (outpatient) for L+MH services. The first filing shall be for the period October 1, 2015 – September 30, 2016. The Applicants shall provide the same information for three (3) full fiscal years thereafter, within sixty (60) days following the end of a fiscal year. OHCA shall provide the format for the filing. OHCA is imposing this condition to ensure that the proposed transfer of ownership does not adversely affect health care costs.</p>	<p>D&amp;T will obtain YNHHSCT's analysis of the top 25 most frequent MS-DRGs and CPT codes and related weighted average price information.</p> <p>D&amp;T will review work papers to confirm information and timely filing.</p> <p>* 1<sup>st</sup> filing is due within 180 days (March 2017); 2<sup>nd</sup> filing is due 60 days after the close of FY2017 which is 11/30/17 and the 3<sup>rd</sup> filing is due 60 days after the close of FY2018 which is 11/30/18.</p>
<b>Cost and Market Impact Review</b>	
<p><u>15-32033-CON Condition 22:</u> Within ninety days of the Date of Closing, YNHHSCT shall initiate a cost and market impact review which shall comply with Connecticut General Statute Section 19a-639f, which such analysis shall include and shall be utilized to establish the baseline cost structure set forth below:</p> <p>a. Establishing a baseline cost structure and total price per unit of service (the "baseline CMIR") and establishing a cap on annual increases in total price per unit of service (as defined below) for L+MH and LMMG (the "annual CMIR update"). YNHHSCT shall retain an independent consultant, subject to OHCA's approval, to conduct the baseline CMIR and the annual CMIR update and shall pay all costs associated with the cost and market review. To the extent that all data is not available to comply with the provisions of section 19a-639f the baseline CMIR shall be adjusted to reflect such information when it becomes available.</p>	<p>D&amp;T will confirm that YNHHSCT initiated this review within 90 days of closing by obtaining a copy of the relevant contract/engagement letter as evidence. D&amp;T will also confirm that the analysis addresses the required elements.</p> <p>D&amp;T will obtain a copy of the CMIR performed by the Independent Consultant.</p> <p>D&amp;T will meet annually with the Independent Consultant.</p>

<sup>5</sup>For purposes of this calculation, "total prices per unit of service" will be the weighted average price across all payers per unit of service.

Condition	D&T Procedure
<p>b. In conducting the baseline CMIR and annual CMIR update, the cost and market impact review shall analyze the factors relative to L+MH and LMMG in accordance with subsection (d) of section 19a-639f of the general statutes and the Eastern Connecticut market more specifically: (a) L+MH and LMMG's size and market share within their primary and secondary service areas; (b) L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services in Eastern Connecticut; (c) L+MH and LMMG cost and cost trends in comparison to total healthcare expenditures statewide; (d) the availability and accessibility of services similar to those provided by L+MH and LMMG in their primary and secondary service areas; (e) the role of L+MH and LMMG in serving at-risk, underserved and government payer populations, including those with behavioral, substance use disorder and mental health conditions, within their primary and secondary service areas; (f) the role of L+MH and LMMG in providing low margin or negative margin services within their primary and secondary service areas; (g) general market conditions for hospitals and medical foundations in the state and in Eastern Connecticut in particular; and (h) and other conditions that the independent consultant determines to be relevant to ensuring that L+MH and LMMG prices do not exceed the market price for similar services in Eastern Connecticut.</p>	
<p>c. In recognition that the baseline CMIR pursuant to Connecticut General Statute Section 19a-639f shall be conducted after the Date of Closing, in the event that the baseline CMIR finds a likelihood of materially increased prices as a result of the L+M affiliation with YNHHS, notwithstanding these conditions, the Commissioner of Public Health (Commissioner) and YNHHS shall meet and confer for the purposes of determining further conditions as necessary to</p>	

Condition	D&T Procedure
<p>correct such condition and to create a performance improvement plan to address the conditions. The Commissioner shall determine whether YNHHS is in compliance with such performance improvement plan. Prior to the end of each fiscal year, the independent consultant shall conduct the annual CMIR update and use the results of such annual CMIR update to establish a cap on any increase in the price per unit of service for the upcoming fiscal year. Nothing herein shall prohibit the independent consultant from considering and recommending any recommendations of the Certificate of Need Task Force on cost containment measures or a cap on annual cost or price increases.</p> <p>d. The independent consultant shall report to and take direction from the Commissioner. The independent consultant in establishing the cap shall take into consideration the cost reductions reflective of the efficiencies resulting from the affiliation and the annual cost of living of the primary service area or the Eastern Connecticut area.</p> <p>e. The independent consultant shall provide the baseline CMIR and the annual CMIR update to OHCA within thirty days of completion. OHCA shall keep confidential all nonpublic information and documents obtained as part of the baseline CMIR and the annual CMIR update and shall not disclose the information or documents to any person without the consent of YNHHS and L+M, unless required to do by law.</p>	
<p><u>15-32032-CON Condition 3:</u> Within ninety days of the Date of Closing, YNHHS shall initiate a cost and market impact review which shall comply with Connecticut General Statute Section 19a-639f, which such analysis shall include and shall be utilized to establish the baseline cost structure set forth below:</p> <p>a. Establishing a baseline cost structure and total price per unit of service (the "baseline CMIR") and establishing a cap on annual increases in total price per unit of service (as defined in d. below)</p>	<p>Refer to procedures for 15-32033-CON Condition #22 above.</p>

Condition	D&T Procedure
<p>for L+MH and LMMG (the "annual CMIR update"). Yale New Haven shall retain an independent consultant, subject to OHCA's approval, to conduct the baseline CMIR and the annual CMIR update and shall pay all costs associated with the cost and market review. To the extent that all data is not available to comply with the provisions of section 19a-639f the baseline CMIR shall be adjusted to reflect such information when it becomes available.</p> <p>b. In conducting the baseline CMIR and annual CMIR update, the cost and market impact review shall analyze the factors relative to L+MH and LMMG in accordance with subsection (d) of section 10a-639f of the general statutes and the Eastern Connecticut market more specifically: (a) L+MH and LMMG's size and market share within their primary and secondary service areas; (b) L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services in Eastern Connecticut; (c) L+MH and LMMG cost and cost trends in comparison to total healthcare expenditures statewide; (d) the availability and accessibility of services similar to those provided by L+MH and LMMG in their primary and secondary service areas; (e) the role of L+MH and LMMG in serving at-risk, underserved and government payer populations, including those with behavioral, substance use disorder and mental health conditions, within their primary and secondary service areas; (f) the role of L+MH and LMMG in providing low margin or negative margin services within their primary and secondary service areas; (g) general market conditions for hospitals and medical foundations in the state and in Eastern Connecticut in particular; and (h) and other conditions that the independent consultant determines to be relevant to ensuring that L+MH and LMMG prices do not exceed the market price for similar services in Eastern Connecticut.</p> <p>c. In recognition that the baseline CMIR pursuant to Connecticut General Statute Section 19a-639f shall be conducted after the Date of Closing, in</p>	



Condition	D&T Procedure
<p>the event that the baseline CMIR finds a likelihood of materially increased prices as a result of the L+M affiliation with YNHHS, notwithstanding these conditions, the Commissioner of Public Health (Commissioner) and YNHHS shall meet and confer for the purpose of determining further conditions as necessary to correct such condition and to create a performance improvement plan to address the conditions. The Commissioner shall determine whether YNHHS is in compliance with such performance improvement plan. Prior to the end of each fiscal year, the independent consultant shall conduct the annual CMIR update and use the results of such annual CMIR update to establish a cap on any increase in the price per unit of service for the upcoming fiscal year. Nothing herein shall prohibit the independent consultant from considering and recommending any recommendations of the Certificate of Need Task Force on cost containment measures or a cap on annual cost or price increases.</p> <p>d. The independent consultant shall take direction from the Commissioner of the Department of Public Health. The independent consultant in establishing the cap shall take into consideration the cost reductions reflective of the efficiencies resulting from the affiliation and the annual cost of living of the primary service area or the Eastern Connecticut area.</p> <p>e. The independent consultant shall provide the baseline CMIR and the annual CMIR update to OHCA within thirty days of completion. OHCA shall keep confidential all nonpublic information and documents obtained as part of the baseline CMIR and the annual CMIR update and shall not disclose the information or documents to any person without the consent of YNHHS and L+M, unless required to do so by law. The confidential information and documents shall not be public records and shall be exempt from disclosure under Connecticut General Statute Section 1-210.</p>	

Condition	D&T Procedure
<p><u>15-32033-CON Condition 23:</u> For purposes of determining the price per unit of service:</p> <ul style="list-style-type: none"> <li>f. A "unit of service" for inpatient hospital services shall be a case categorized by an ICD-9-DM/ICD-10-DM diagnosis code or a Diagnosis-Related Group (DRG) code and identified by the Connecticut Department of insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently occurring acute care hospital inpatient primary diagnoses, the fifty most frequently provided acute care hospital inpatient principal procedures, and the twenty-five most frequent inpatient surgical procedures.</li> <li>g. A "unit of service" for outpatient hospital services shall be a procedure or service categorized by a Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding (HCPC) code and identified by the Connecticut Department of Insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently provided outpatient procedures, the twenty-five most frequent outpatient surgical procedures and the twenty-five most frequent imaging procedures performed in the state.</li> <li>h. A "unit of service" for physician services shall be a work Relative Value Unit (wRVU).</li> <li>i. The baseline to be established as of the Date of Closing for L+M's total price per unit of service for physician services and inpatient and outpatient hospital services is inclusive of all administrative overhead, other ancillary fees including, but not limited to facility fees and the total price per unit shall reflect the total price of such service.</li> <li>j. All administrative costs for overhead, ancillary fees, facility fees or any other fees which are reflected in the total price per unit shall be determined by the independent consultant to be within any annual cap established.</li> </ul>	<p>D&amp;T will obtain a copy of the CMIR performed by the Independent Consultant. D&amp;T will meet annually with the Independent Consultant.</p> <p>D&amp;T will not perform any additional procedures in the role of Monitor as it relates to 15-32033-CON Condition #23.</p>
<p><u>15-32032-CON Condition 4:</u> For purposes of determining the price per unit of service:</p> <ul style="list-style-type: none"> <li>a. A "unit of service" for inpatient hospital services shall be a case categorized by an ICD-9-DM/ICD-</li> </ul>	<p>D&amp;T will obtain a copy of the CMIR performed by the Independent Consultant.</p>

Condition	D&T Procedure
<p>10-DM diagnosis code or a Diagnosis-Related Group (DRG) code and identified by the Connecticut Department of insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently occurring acute care hospital inpatient primary diagnoses, the fifty most frequently provided acute care hospital inpatient principal procedures, and the twenty-five most frequent inpatient surgical procedures.</p> <p>b. A "unit of service" for outpatient hospital services shall be a procedure or service categorized by a Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding (HCPC) code and identified by the Connecticut Department of Insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently provided outpatient procedures, the twenty-five most frequent outpatient surgical procedures and the twenty-five most frequent imaging procedures performed in the state.</p> <p>c. A "unit of service" for physician services shall be a work Relative Value Unit (wRVU).</p> <p>d. The baseline to be established as of the Date of Closing for L+M's total price per unit of service for physician services and inpatient and outpatient hospital services is inclusive of all administrative overhead, other ancillary fees including, but not limited to facility fees and the total price per unit shall reflect the total price of such service.</p> <p>e. All administrative costs for overhead, ancillary fees, facility fees or any other fees which are reflected in the total price per unit shall be determined by the independent consultant to be within any annual cap established.</p>	<p>D&amp;T will meet annually with the Independent Consultant.</p> <p>D&amp;T will not perform any additional procedures in the role of Monitor as it relates to 15-32033-CON Condition #23.</p>

Condition	D&T Procedure
<p><u>15-32033-CON Condition 20 Paragraph 1:</u> L+M and YNHHSC shall maintain the current L+MH and Lawrence + Memorial Medical Group (LMMG) commercial health plan contracts in effect as of the Date of Closing for a period following the Date of Closing to December 31, 2017. Rates or scheduled increases in such previously negotiated rates that are in effect on the Date of Closing shall be maintained for a period ending December 31, 2017. Any L+M commercial health plan contracts that expire prior to December 31, 2017 shall be extended to December 31, 2017 and any contracts without expiration dates shall be continued under their current previously negotiated terms for a period from the Date of Closing to December 31, 2017. No increase in negotiated rate schedules shall be negotiated during the periods set forth in this paragraph.</p>	<p>D&amp;T will evaluate and verify that contracts are maintained in accordance with this condition. We will meet with YNHHSC Management to read the contracts and confirm that this condition is met.</p>
<p><u>15-32033-CON Condition 32c:</u> Affirmation that L+MH and LMMG commercial health plan contracts in place as of the Date of Closing are/were maintained through the remainder of their terms, and that any new contracts are consistent with the commitments of Conditions (20), (21) and (22) above.</p>	<p>For 15-32033-CON Condition 32c, D&amp;T will obtain a copy of YNHHSC's Management Representation to OHCA that Condition 32c requirements have been met. We will meet with YNHHSC Management to read the contracts and confirm that this condition is met.</p>



Condition	D&T Procedure
<p><u>15-32033-CON Condition 20 Paragraphs 2/3</u>: Upon the expiration of any such L+M commercial health plan contracts after such period, L+M and YNHHS shall negotiate new rates based on L+M's post-Closing cost structure, taking into account any cost or price reductions, i.e. efficiencies, achieved as a result of the affiliation and in addition as set forth in paragraph 25 herein. YNHHS shall not impose a single System-wide rate and shall, for L+MH and LMMG, maintain a negotiated rate structure reflective of the market conditions applicable generally to hospitals and medical foundations in Eastern Connecticut.</p> <p>For a period of five years from the Date of Closing in the case of L+MH, and twenty-eight months from the Date of Closing in the case of LMMG, any annual increase in the total price per unit of service (as defined below) for L+MH and LMMG shall be subject to cap determined through the process set forth below. It is the intent of the parties that such cap shall serve as a cap for the purpose of assuring patient affordability for services delivered by L+MH and LMMG.</p>	<p>D&amp;T will obtain the Independent Consultant/CMIR Report which should address/provide analysis to confirm paragraphs 2 and 3 of 15-32033-CON Condition #20. D&amp;T as the Monitor will not independently perform additional/separate procedures related to paragraphs 2 and 3 of 15-32033-CON Condition #20.</p>

Condition	D&T Procedure
<p><u>15-32032-CON Condition 1:</u> Lawrence &amp; Memorial Medical Group (LMMG) commercial health plan contracts in effect as of the Date of Closing for a period following the Date of Closing to December 31, 2017. Rates or scheduled increases in such previously negotiated rates that are in effect on the Date of Closing shall be maintained for a period ending December 31, 2017. Any L+M commercial health plan contracts that expire prior to December 31, 2017 shall be extended to December 31, 2017 and any contracts without expiration dates shall be continued under their current previously negotiated terms for a period from the Date of Closing to December 31, 2017. No increase in negotiated rate schedules shall be negotiated during the periods set forth in this paragraph.</p> <p>Upon the expiration of any such L+M commercial health plan contracts after such period, L+M and YNHHS shall negotiate new rates based on L+M's post-Closing cost structure, taking into account any cost or price reductions, i.e. efficiencies, achieved as a result of the affiliation. YNHHS shall not impose a single System-wide rate and shall, for L+MH and LMMG, maintain a negotiated rate structure reflective of the market conditions applicable generally to hospitals and medical foundations in Eastern Connecticut.</p> <p>For a period of five years from the Date of Closing in the case of L+MH, and twenty-eight months from the Date of Closing in the case of LMMG, any annual increase in the total price per unit of service (as defined below) for L+MH and LMMG shall be subject to a cap determined through the process set forth in Paragraphs 3 and 4 below. It is the intent of the parties that such cap shall serve as a cap for the purpose of assuring patient affordability for services delivered by L+MH and LMMG.</p>	<p>Refer to procedures for 15-32033-CON Condition #20 outlined here and 1532033-CON Condition 20a, 20b and 20c.</p>

Condition	D&T Procedure
<p><u>15-32032-CON Condition 7a</u>: Every six months (the "six month reports") until September 30, 2018 and each year thereafter (each an "annual report"), YNHHC shall submit notarized reports to OHCA for the periods of October 1 through March 31 (due May 31) and April 1 through September 30 (due November 30) certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:</p> <p>a. Affirmation that L+MH and LMMG commercial health plan contracts in place as of the Date of Closing are/were maintained through the remainder of their terms, and that any new contracts are consistent with the commitments of paragraphs (20), (21) and (22) above.</p>	<p>Refer to procedures for 15-32033-CON Condition #32c.</p>
<p><u>15-32033-CON Condition 21a</u>: With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):</p> <p>a. LMMG and NEMG will integrate as of the Closing Date, and when NEMG is able to abide by the commitment set forth in paragraph 20 above, i.e. physicians providing services through NEMG to L + M patients, that were not providing services as of the Date of Closing, shall charge prices for services (site specific charges) based upon LMMG commercial health plan contracts and total price per unit of service, LMMG and NEMG shall implement the statutory merger contemplated in the Certificate of Need Application.</p>	<p>D&amp;T will receive samples of payer submissions for LMMG physicians and obtain YNHHC's Management Representation submitted to OHCA relative to compliance with 15-32033-CON Condition #21a.</p>

Condition	D&T Procedure
<p><u>15-32032-CON Condition 2a:</u> With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):</p> <p>a. LMMG and NEMG will integrate as of the Closing Date, and when NEMG is able to abide by the commitment set forth in paragraph I above, i.e. physicians providing services through NEMG to L+M patients, that were not providing services as of the Date of Closing, shall charge prices for services (site specific charges) based upon LMMG commercial health plan contracts and total price per unit of service, LMMG and NEMG shall implement the statutory merger contemplated in the Certificate of Need Application.</p>	<p>Refer to procedures for 15-32033-CON Condition #21a above.</p>
<p><u>15-32033-CON Condition 21b:</u> With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):</p> <p>Physicians who are hired, recruited or contracted by a YNHHS affiliate to provide professional services (other than in a licensed hospital department) in the primary service area (which may from time to time change), currently the communities of East Lyme, Groton, Ledyard, Lyme, Montville, New London, North Stonington, Old Lyme, Preston, Salem, Stonington and Waterford, and in the following specialties shall be billed at the LMMG commercial health plan negotiated rates subject to the provisions of paragraph 20: family medicine; general medicine; internal medicine; obstetrics and gynecology; endocrinology; and psychiatry. Current LMMG physicians providing services in the primary service area as of the Date of Closing in any specialties shall be subject to the provisions of paragraph 20.</p>	<p>D&amp;T will obtain YNHHS's Management Representation submitted to OHCA relative to compliance with 15-32033-CON Condition #21b.</p>



Condition	D&T Procedure
<p><u>15-32032-CON Condition 2b:</u> With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):</p> <p>b. Physicians who are hired, recruited or contracted by a YNHHS affiliate to provide professional services (other than in a licensed hospital department) in the primary service area (which may from time to time change), currently the communities of East Lyme, Groton, Ledyard, Lyme, Montville, New London, North Stonington, Old Lyme, Preston, Salem, Stonington and Waterford, and in the following specialties shall be billed at the LMMG commercial health plan negotiated rates subject to the provisions of paragraph 1: family medicine; general medicine; internal medicine; obstetrics and gynecology; endocrinology; and psychiatry. Current LMMG physicians providing services in the primary service area as of the Date of Closing in any specialties shall be subject to the provisions of paragraph 1.</p>	<p>Refer to procedures for 15-32033-CON Condition #21b above.</p>
<b>Independent Monitor</b>	
<p><u>15-32033-CON Condition 15:</u> Within sixty (60) days after the Closing Date, YNHHS shall contract with an Independent Monitor who has experience in hospital administration and regulation. The Independent Monitor shall be retained at the sole expense of YNHHS. Representatives of OHCA and FLIS will approve the Independent Monitor's appointment. The Independent Monitor shall be engaged for a minimum period of two (2) years<sup>6</sup> following the Closing, which may be extended for another year at OHCA's and/or FLIS's discretion. The Independent Monitor will be responsible for monitoring the Applicants' compliance with the Conditions set forth in this Order. The Applicants shall provide the</p>	<p>D&amp;T and YNHHS will execute an Engagement Letter by the required date. A copy of this Engagement Letter will be provided to OHCA.</p>

<sup>6</sup> The Monitor may be required for only 1 (one) year or up to five (5) years as determined in writing by OHCA.

Condition	D&T Procedure
<p>Independent Monitor with appropriate access to L+MH and its applicable records in order to enable the Independent Monitor to fulfill its functions hereunder. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify and monitor compliance with the conditions set forth herein.</p> <p>NOTE: See Condition #33a (appointment of Monitor requirement)</p>	
<p><u>15-32033-CON Condition 16:</u> The Independent Monitor will report to both OHCA and FLIS. The Independent Monitor shall conduct on-site visits of L+MH on no less than a semi-annual basis<sup>7</sup> to assess adherence to DPH's Consent Order. The Independent Monitor shall furnish a written report of his or her assessment to OHCA and FLIS within thirty (30) days of the completion of each on-site review. YNHHSC will have the opportunity to review and provide written responses to the report. As OHCA deems necessary, the Independent Monitor shall meet with OHCA and FLIS personnel to discuss the written report and will perform additional periodic reviews. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify and monitor compliance with the Conditions set forth herein.</p>	<p>D&amp;T will plan, at a minimum, two site visits per year. The site visits will include meetings with Administration/Leadership and review of any documentation requested by D&amp;T. D&amp;T will provide a report that summarizes the activities from the prior six month period along with any recommendations or observations to YNHHSC, OHCA, and FLIS.</p> <p>Procedures associated with 15-32033-CON Condition #16 are expected to coincide/satisfy 15-32033-CON Conditions 33b and 33d as well.</p>
<p><u>15-32033-CON Condition 33:</u> In addition to the above, L+M and YNHHSC make the following commitment for a period of five years post-Closing:</p> <p>a. L+M and YNHHSC shall appoint an independent monitor at their own cost (selected by YNHHSC and L+M and approved by OHCA) to serve as a post-transfer compliance monitor.</p>	<p>For 15-32033-CON Condition #33a, refer to 15-32033-CON Condition #15.</p> <p>15-32033-CON Condition #33b – D&amp;T will meet with CHNA/CHIP “participation</p>

<sup>7</sup> The semi-annual basis will be defined as six months post-closing and on the anniversary of the closing date to coincide with meetings with the community representatives per Conditions # 33b and 33d

Condition	D&T Procedure
<p>b. Such monitor shall, at a minimum meet with representatives of the L+M community at six months after the Date of Closing and annually and shall report to OHCA in accordance with Section 19a-639(e) of the general statutes and specifically address: (i) L+M's compliance with the Certificate of Need Order; and (ii) the level of community benefits and uncompensated care provided by L+M during the prior period.</p>	<p>group<sup>8</sup> in March 2017 for an initial introduction and will meet with this group annually thereafter to present the annual Monitor report. Relative to (ii), Refer to the procedures performed per Conditions #11 and #31. Minutes will be maintained by D&amp;T of these meetings and provided to OHCA upon request.</p>
<p>c. L+M shall provide the monitor with reasonable access to its public filings and facilities and all other financial information necessary for the purposes of carrying out the monitor's duties.</p>	<p>With respect to 15-32033-CON #33d, D&amp;T will review the public notice and attend the public forum held by YNHHSC and confirm that it includes members of the CHIP (Community Health Improvement Program) group.</p>
<p>d. L+M shall hold a public forum in New London at six months after the Date of Closing and not less than annually thereafter during the monitoring period to provide for public review and comment on the monitor's reports and findings.</p>	<p>With respect to 15-32033-CON #33e, D&amp;T agrees to provide written notice of any deficiencies as required.</p>
<p>e. If the Independent Monitor determines that YNHHSC and L+M are substantially out of compliance with the conditions to the CON, the monitor shall notify YNHHSC and L+M in writing regarding the deficiency. Within two weeks of such notice, the monitor shall convene a meeting with representatives from YNHHSC and L+M for the purpose of determining compliance and any appropriate connective action plan. If YNHHSC and L+M fail to implement a plan of correction satisfactory to the monitor within thirty days of such meeting, the monitor shall report such substantial noncompliance and its impact on health care costs and accessibility to OHCA. OHCA shall determine whether such non-compliance has had a material negative impact and what remedy is reasonably necessary to bring YNHHSC and L + M into compliance and shall have the right to enforce</p>	<p>With respect to 15-32033-CON #33e, D&amp;T agrees to provide written notice of any deficiencies as required.</p>

<sup>8</sup> See attached list.

Condition	D&T Procedure
<p>these conditions by all means and remedies available to it under law and equity, including but not limited to Conn. Gen. Stat. 19a-642 and the right to impose and collect a civil penalty under Conn. Gen. Stat. 19a-653. In addition, in the event OHCA determines YNHHS and L+M are in material non-compliance, OHCA may order YNHHS and L+M to provide additional community benefits as necessary to mitigate the impact of such non-compliance.</p>	
<p><u>15-32032-CON Condition 8</u>: In addition to the above, L+M and YNHHS make the following commitment for a period of five years post-Closing:</p> <ol style="list-style-type: none"> <li>a. L+M and YNHHS shall appoint an independent monitor at their own cost (selected by YNHHS and L+M and approved by OHCA) to serve as a post-transfer compliance monitor.</li> <li>b. Such monitor shall, at a minimum meet with representatives of the L+M community at six months after the Date of Closing and annually and shall report to OHCA in accordance with Section 19a-639(e) of the general statutes and specifically address: (i) L+M's compliance with the Certificate of Need Order; and (ii) the level of community benefits and uncompensated care provided by L+M during the prior period.</li> <li>c. L+M shall provide the monitor with reasonable access to its public filings and facilities and all other financial information necessary for the purposes of carrying out the monitor's duties.</li> <li>d. L+M shall hold a public forum in New London at six months after the Date of Closing and not less than annually thereafter during the monitoring period to provide for public review and comment on the monitor's reports and findings.</li> </ol>	<p>Refer to procedures for 15-32033-CON Condition #33 a through e above.</p>



Condition	D&T Procedure
<p>e. If the Independent Monitor determines that YNHHSC and L+M are substantially out of compliance with the conditions to the CON, the monitor shall notify YNHHSC and L+M in writing regarding the deficiency. Within two weeks of such notice, the monitor shall convene a meeting with representatives from YNHHSC and L+M for the purpose of determining compliance and any appropriate corrective action plan. If YNHHSC and L+M fail to implement a plan of correction satisfactory to the monitor within thirty days of such meeting, the monitor shall report such substantial noncompliance and its impact on health care costs and accessibility to OHCA. OHCA shall determine whether such non-compliance has had a material negative impact and what remedy is reasonably necessary to bring YNHHSC and L + M into compliance and shall have the right to enforce these conditions by all means and remedies available to it under law and equity, including but not limited to Conn. Gen. Stat. 19a-642 and the right to impose and collect a civil penalty under Conn. Gen. Stat. 19a-653 In addition, in the event OHCA determines YNHHSC and L+M are in material non-compliance, OHCA may order YNHHSC and L+M to provide additional community benefits as necessary to mitigate the impact of such non-compliance.</p>	
<p><b>Community Benefit</b></p>	
<p><u>15-32033-CON Condition 11:</u> The Applicants shall maintain community benefit programs and community building activities for L+MH for three (3) years after the Closing Date consistent with L+MH's most recent Schedule H of IRS Form 990 or shall provide such other community benefit programs and community building activities that are at least as generous and benevolent to the community as L+MH's current programs, and the Applicants shall apply no less than a 1% increase per year for the next three (3) years toward the L+MH's community building activities in terms of dollars spent.</p>	<p>D&amp;T will obtain L+MH's most recent Schedule H of IRS Form 990 to act as a baseline. We will then compare on an annual basis the results of that year to the baseline in order to verify that the 1 percent increase requirement has been met.</p> <p>D&amp;T will also obtain the YNHHSC report/summary on</p>

Condition	D&T Procedure
<p>In determining L+MH' s participation and investment in both community benefits and community building activities, the Applicants shall address the health needs identified by the applicable CHNA in effect at the time and the population health management objectives, including social determinants of health, contained in the related Implementation Strategy.</p> <p>a. On an annual basis, YNHHSC shall identify the amounts and uses related to community benefits and community building and shall discuss how such investments and support are being applied toward the health needs identified in the CHNA and population health management objectives. Such reporting shall be filed within thirty (30) days of the anniversary date of the Closing for three years and shall be posted on L+MH's website. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	<p>the amounts and uses related to community benefits and community building per the categories identified in the CHNA. D&amp;T will evaluate these reports/summaries as compared to the CHNA and defined population health management objectives and will discuss any questions with YNHHSC Management. D&amp;T will confirm that these documents are filed in a timely manner and posted to the L+MH website.</p>
<p><u>15-32033-CON Condition 31</u>: L+M and YNHHSC have agreed to maintain at least the same level of community benefit consistent with L+M's most recent Schedule H of IRS Form 990 and its Community Health Needs Assessment (CHNA). L+M and YNHHSC agree to conduct an updated Community Health Needs Assessment by no later than December 31, 2016, and provide services in accordance with implementation plan adopted as part of the updated CHNA process and provide OHCA with its updated CHNA within thirty days of its approval.</p>	<p>After obtaining L+M's baseline Schedule H of IRS Form 990, D&amp;T will obtain and confirm that L+M and YNHHSC have increased community benefit by 1% per year for the first three (3) years of this agreement. Thereafter for years 4 and 5, we will confirm that the level of community benefit provided in year 3 was at least maintained (not required to increase in years 4 and 5).</p> <p>Cross-reference to 15-32033-CON Condition #11.</p>
<p><u>15-32033-CON Condition 32h</u>: A narrative description of L+M's community benefit commitments described herein, including without limitation the amounts spent and a description of such spending to support and invest in the communities that L+M serves.</p>	<p>Relative to 15-32033-CON Condition #32h, see procedures performed for 15-32033-CON Conditions #11 and #31.</p>

Condition	D&T Procedure
<p><u>15-32033-CON Condition 12</u>: The Applicants shall work toward making culturally and linguistically appropriate services available and integrated throughout L+MH's operations. Specifically, the Applicants shall ensure that L+MH shall take reasonable steps to provide meaningful access to each individual with limited English proficiency eligible to be served or likely to be encountered in its health programs and activities, in accordance with the implementing regulations of Section 1557 of the Patient Protection and Affordable Care Act. Additionally, the Applicants shall provide at L+MH, appropriate insurance navigator services for patients and, where appropriate, English as a second language and cultural competency training for employees. In complying with this Condition, the Applicants shall ensure that L+MH shall be guided by the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care published by the U.S. Department of Health and Human Services' Office of Minority Health. For three (3) years following the Closing Date, YNHHS shall submit a written report on its activities directed at meeting this Condition. Such reporting shall be filed within thirty (30) days of the anniversary date of the Closing and shall be posted on L+MH's website. OHCA is imposing this Condition so as to ensure continued access to health care services for the patient population.</p>	<p>D&amp;T will obtain and review interpreter services policies and contracts as applicable. Additionally, our team will obtain the cultural competency plan, training and related policies. We will also obtain YNHHS's report and supporting documents and confirm the timely filing of these materials.</p>
<b>Charity Care Policies</b>	
<p><u>15-32033-CON Condition 9</u>: Following the Closing Date, L+MH will adopt YNHHS's financial assistance (charity and free care) policies or adopt other policies that are at least as generous and benevolent to the community as L+MH's current policies, consistent with state and federal law. These policies shall be posted on the website pages of L+MH and as additionally required by applicable law, OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	<p>D&amp;T will obtain copies of the relevant financial assistance policies and confirm that L+MH has adopted YNHHS's financial assistance policies (or policies at least as generous as these policies) using L+M Hospital board resolutions. After verifying that this step has been properly completed, we will confirm that these policies are properly posted on L+MH's website.</p>

Condition	D&T Procedure
<p><u>15-32033-CON Condition 10</u>: For three (3) years following the Closing Date, YNHHS shall provide written notice to OHCA of any modification, amendment or revision to the charity care, indigent care and community volunteer services policies of L+MH within thirty (30) days of such change. The notice of these changes shall be accompanied by copies of any revised policies and the notice and revised policies shall be posted on the website of L+MH simultaneously with their submission to OHCA. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	<p>After obtaining original L+MH policies on charity care, indigent care, and community volunteer services, D&amp;T will read and assess these policies on an annual basis for changes. When changes are made to these policies, we will confirm OHCA is notified (as required) and revised policies are posted to the L+MH website.</p>
<p><u>15-32033-CON Condition 32e</u>: Affirmation that L+M has adopted the YNHHS Financial Assistance Program Policies currently in effect as of the date hereof, and that such Policies, if amended, provide assistance to patients that is at least as generous as the YNHHS Financial Assistance Program Policies currently in effect as of the date hereof.</p>	<p>For 15-32033-CON Condition 32 requirements a through e and g, D&amp;T will obtain a copy of YNHHS's Management Representation to OHCA that Condition 32 requirements a through e and g have been met.</p>
<p><b>Employment Conditions</b></p>	
<p><u>15-32033-CON Condition 27</u>: L+M shall continue to recognize all collective bargaining units currently organized at an L+M affiliate, and honor the collective bargaining agreements currently in place.</p>	<p>D&amp;T will obtain a copy of YNHHS's Management Representation to OHCA that 15-32033-CON Condition #27 has been met.</p>
<p><u>15-32033-CON Condition 32g</u>: Affirmation of the labor and employment commitments described herein, including but not limited to L+M's service sites continued honoring of collective bargaining agreements in place as of the date hereof.</p>	<p>See others below</p>



Condition	D&T Procedure
<p><u>15-32033-CON Condition 28</u>: Employees of any L+M affiliate shall not be required to reapply for their positions as a result of the affiliation. To the extent that any L+M employees leave their employment at L+M service sites within ninety days following the Closing Date and obtain employment with a YNHHS C affiliate, such employees' seniority shall be preserved (e.g., eligibility for benefits consistent with total years of service).</p>	<p>D&amp;T will obtain a copy of YNHHS C's Management Representation to OHCA that 15-32033-CON Condition #28 has been met.</p>
<p><u>15-32032-CON Condition 6</u>: Employees of any L+M affiliate shall not be required to reapply for their positions as a result of the affiliation. To the extent that any L+M employees leave their employment at L+M service sites within ninety days following the Closing Date and obtain employment with a YNHHS C affiliate, such employees' seniority shall be preserved (e.g., eligibility for benefits consistent with total years of service).</p>	<p>Refer to procedures for 15-32033-CON Condition #28.</p>
<p><u>15-32033-CON Condition 29</u>: L+MH shall maintain its current wage and salary structures for its non-bargaining or non-represented employees based on hospitals of similar scope, size and market conditions in Connecticut.</p>	<p>D&amp;T will obtain a copy of YNHHS C's Management Representation to OHCA that 15-32033-CON Condition #29 has been met.</p>
<p><u>15-32033-CON Condition 30</u>: L+M and YNHHS C shall use their best efforts to achieve efficiencies through the management of vacancies and attrition and to minimize the elimination of individuals' jobs.</p>	<p>D&amp;T will obtain a copy of YNHHS C's Management Representation to OHCA that 15-32033-CON Condition #30 has been met.</p>

Condition	D&T Procedure
<b>Governance</b>	
<p><u>15-32033-CON Condition 14:</u> For three (3) years following the Closing Date, the Applicants shall allow for one (1) community representative to serve as voting members of L+MH's Board of Directors with rights and obligations consistent with other voting members under L+MH's Board of Director Bylaws. The Applicants shall select the community representative in a manner that ensures the appointment of an unbiased individual who will fairly represent the interests of the communities served by L+MH. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	<p>D&amp;T will confirm the appointment of this individual (community representative) to the L+MH Board as evidenced by Board minutes. We will discuss the selection process with Management and document our understanding of the selection process/qualifications of the individual.</p>
<p><u>15-32033-CON Condition 17:</u> For three (3) years following the Closing Date, the Applicants shall hold a meeting of the YNHHSC Board and L+M Board ("Joint Board Meetings") at least twice annually. Such Joint Board Meetings shall be followed by a meeting to which the public is invited in advance and at which the public is informed of L+MH's activities and afforded an opportunity to ask questions and make comments. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	<p>To confirm compliance with this provision, D&amp;T will obtain minutes from these Joint Board Meetings and confirm that notice of the public meetings is posted with proper notice.</p> <p>D&amp;T will attend the public meetings as part of the Monitor role.</p>
<p><u>15-32033-CON Condition 26:</u> As described in the Affiliation Agreement, YNHHSC is committed to maintaining local governance at L+M. The L+M Board of Directors shall continue as a fiduciary board composed of a majority of members who reside in the communities served by L+M with the only change in composition being the addition of the President/CEO of YNHHSC (or his or her designee) serving as an ex-officio member. Each director of the L+M Board of Directors shall have an equal vote. The L+M Board shall be empowered and supported to oversee local performance and to create and sustain connections with the community. Subject to certain reserved powers for YNHHSC, the L+M Board of directors will have the right to approve any major new programs and clinical services, or the discontinuation or consolidation of any such programs.</p>	<p>D&amp;T will obtain and evaluate the Board of Directors bylaws to confirm that L+M Board maintains rights and powers specified in the Order.</p>

Condition	D&T Procedure
<p align="center"><b>Licensure, Physician Office Conversion, Cost Savings Attainment</b></p>	
<p><u>15-32033-CON Condition 13:</u> The Applicants shall abide by all requirements of licensure that may be imposed by the Facility Licensing and Investigations Section ("FLIS") of the Department of Public Health ("DPH") in any Pre-Licensing Consent Order or similar agreement that FLIS may enter with these parties. OHCA is imposing this Condition to ensure that quality health care services are provided to the patient population.</p>	<p>D&amp;T will, if necessary, work with DPH to ensure compliance with this Condition.</p>
<p><u>15-32033-CON Condition 24:</u> L+M and YNHHSC shall not convert any L+M physician offices (including those that will be merged into NEMG) to hospital-based status.</p>	<p>D&amp;T will obtain a copy of YNHHSC's Management Representation to OHCA that 15-32033-CON Condition #24 has been met.</p>
<p><u>15-32033-CON Condition 32d:</u> Affirmation that no L+M physician office has been converted to hospital-based status.</p>	<p>D&amp;T will obtain a copy of YNHHSC's Management Representation to OHCA that 15-32033-CON Condition #32d has been met.</p>
<p><u>15-32032-CON Condition 5:</u> L+MH and YNHHSC shall not convert any L+M physician offices (including those that will be merged into NEMG) to hospital-based status.</p>	<p>Refer to procedures for 15-32033-CON Condition #24 above.</p>
<p><u>15-32032-CON Condition 7b:</u> Every six months (the "six month reports") until September 30, 2018 and each year thereafter (each an "annual report"), YNHHSC shall submit notarized reports to OHCA for the periods of October 1 through March 31 (due May 31st) and April 1 through September 30 (due November 30th) certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:</p> <p>Affirmation that no L+M physician office has been converted to hospital-based status.</p>	<p>Refer to procedures for 15-32033-CON Condition #32f above.</p>
<p><u>15-32033-CON Condition 25:</u> L+M shall attain cost savings as a result of the affiliation with YNHHSC as described in the CON application.</p>	<p>D&amp;T will obtain and read YNHHSC's reporting created per 15-32033-CON condition #32f.</p>

**Footnote 8 Attachment**

Representative	Thames Valley Council of Community Action
Representative	Universal Health Foundation
Representative	United Community and Family Services
Representative	NL County Food Policy Council
Representative	Groton Parks and Recreation
Representative	Hispanic Alliance
Representative	Ledge Light Health District
Representative	Uncas Health District
Representative	City of New London
Representative	Community Foundation of Eastern CT
Representative	Connecticut College
Representative	Community Health Center, Inc.
Representative	Higher Edge
Representative	UCONN Health Disparities Institute



## APPENDIX B: GENERAL BUSINESS TERMS

**Client: Yale New Haven Health Services Corporation (“Yale New Haven Health” or the “System”)**

1. **Services.** It is understood and agreed that the services provided by Deloitte & Touche LLP (Deloitte & Touche) (as defined in paragraph 13) (the “Services”) under the engagement letter to which these terms are attached (the “Engagement Letter”) may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the System. For purposes of these terms and the Engagement Letter, the “System” shall mean Yale New Haven Health Services Corporation and its subsidiaries. Yale New Haven Health Services Corporation represents and warrants that it has the power and authority to execute this agreement on behalf of, and to bind, itself and its subsidiaries.

2. **Exclusion.** Deloitte & Touche represents and warrants that neither Deloitte & Touche nor any of its employees providing the Services: (1) has ever been (A) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; (B) excluded or debarred from participation in any federal health care program, including Medicare and Medicaid; or (C) otherwise sanctioned by the federal government, including being listed on the General Services Administration’s Excluded Party Listing System and (2) shall notify System immediately in the event that the Consultant (A) is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; (B) is excluded or debarred from participation in any federal health care program, including Medicare and Medicaid; or (C) is otherwise sanctioned by the federal government, including being listed on the General Services Administration’s Excluded Party Listing System. System may terminate this Agreement immediately in the event that Deloitte & Touche or any of its employees (A) is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; (B) is excluded from or debarred from participation in any federal health care program, including Medicare and Medicaid; or (C) is otherwise sanctioned by the federal government, including being listed on the General Services Administration’s Excluded Party Listing System.

3. **Payment of Invoices.** Deloitte & Touche’s invoices are due upon presentation. Without limiting its rights or remedies, Deloitte & Touche shall have the right to halt or terminate the Services entirely if payment is not received within sixty (60) days of the invoice date. The System shall be responsible for all taxes imposed on the Services or on the transaction, other than Deloitte & Touche’s income taxes or tax imposed by employment withholding, and other than taxes imposed on Deloitte & Touche's property.

4. **Term.** Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of the Services. This engagement may be terminated by either party at any time, with or without cause, by giving written notice to the other party not less than sixty (60) days before the effective date of termination, provided that, in the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period. Deloitte & Touche may terminate this engagement upon written notice to the System if it determines that (a) a governmental, regulatory, or professional entity (including, without limitation, the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board, or the Securities and Exchange Commission), or an entity having the force of law, has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of

which would render Deloitte & Touche's performance of any part of the engagement illegal or otherwise unlawful or in conflict with independence or professional rules; or (b) circumstances change (including, without limitation, changes in ownership of the System or any of its affiliates) such that Deloitte & Touche's performance of any part of the engagement would be illegal or otherwise unlawful or in conflict with independence or professional rules. Upon termination of the engagement, the System will compensate Deloitte & Touche under the terms of the Engagement Letter for the Services performed and expenses incurred through the effective date of termination.

## **5. Deliverables.**

- a) Deloitte & Touche has created, acquired, or otherwise has rights in, and may, in connection with the performance of the Services, employ, provide, modify, create, acquire, or otherwise obtain rights in, works of authorship, materials, information, and other intellectual property (collectively, the "Deloitte & Touche Technology").
- b) Except as provided below, upon full and final payment to Deloitte & Touche hereunder, the tangible items specified as deliverables or work product in the Engagement Letter (the "Deliverables") shall become the property of the System. To the extent that any Deloitte & Touche Technology is contained in any of the Deliverables, Deloitte & Touche hereby grants the System, upon full and final payment to Deloitte & Touche hereunder, a royalty-free, fully paid-up, worldwide, nonexclusive license to use such Deloitte & Touche Technology in connection with the Deliverables.
- c) To the extent that Deloitte & Touche utilizes any of its property (including, without limitation, the Deloitte & Touche Technology or any hardware or software of Deloitte & Touche) in connection with the performance of the Services, such property shall remain the property of Deloitte & Touche and, except for the license expressly granted in the preceding paragraph, the System shall acquire no right or interest in such property. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that (1) Deloitte & Touche shall own all right, title, and interest, including, without limitation, all rights under all copyright, patent, and other intellectual property laws, in and to the Deloitte & Touche Technology and (2) Deloitte & Touche may employ, modify, disclose, and otherwise exploit the Deloitte & Touche Technology (including, without limitation, providing services or creating programming or materials for other clients). Deloitte & Touche does not agree to any terms that may be construed as precluding or limiting in any way its right to (1) provide consulting or other services of any kind or nature whatsoever to any person or entity as Deloitte & Touche in its sole discretion deems appropriate or (2) develop for itself, or for others, materials that are competitive with or similar to those produced as a result of the Services, irrespective of their similarity to the Deliverables.
- d) To the extent any Deloitte & Touche Technology provided to the System hereunder is a product (to the extent it constitutes merchandise within the meaning of section 471 of the Internal Revenue Code), such Deloitte & Touche Technology is licensed to the System by Deloitte & Touche as agent for Deloitte & Touche Products Company LLC on the terms and conditions herein. The assignment and license grant in this paragraph 5 do not apply to any works of authorship, materials, information, or other intellectual property (including any modifications or enhancements thereto or derivative works based thereon) that is subject to a separate license agreement between the System and a third party, including without limitation, Deloitte & Touche Products Company LLC.

**6. Limitation on Warranties. THIS IS A SERVICES ENGAGEMENT. DELOITTE & TOUCHE WARRANTS THAT IT SHALL PERFORM THE SERVICES IN GOOD FAITH AND WITH DUE PROFESSIONAL CARE. DELOITTE & TOUCHE DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**7. Limitation on Damages and Indemnification.**

a) The System agrees that Deloitte & Touche, its subcontractors, and their respective personnel shall not be liable to the System for any claims, liabilities, or expenses relating to this engagement (“Claims”) for an aggregate amount in excess of two (2) times the fees paid by the System to Deloitte & Touche pursuant to this engagement, except to the extent finally judicially determined to have resulted primarily from the bad faith, or intentional misconduct of Deloitte & Touche or its subcontractors.

b) Except with respect to Claims for which a party has an indemnification obligation hereunder, in no event shall either party, its subcontractors, or their respective personnel be liable for any loss of use, data, goodwill, revenues, or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this engagement.

c) Except for those claims for which Deloitte & Touche has agreed to indemnify the System pursuant to paragraph 7(d) and, 7(e), the System shall indemnify and hold harmless Deloitte & Touche, its subcontractors, and their respective personnel from all Claims of third parties arising from the use or disclosure of the Services or the Deliverables, except to the extent finally judicially determined to have resulted primarily from the recklessness, bad faith, or intentional misconduct of Deloitte & Touche or its subcontractors.

d) Deloitte & Touche shall indemnify, defend and hold harmless the System, its directors, officers, employees and agents from and against any and all Claims, including reasonable attorneys' fees, in each case solely for bodily injury, death or physical damage to real or tangible personal property, to the extent such Claims are caused by Deloitte & Touche's negligent acts, negligent errors or negligent omissions. In the event such Claims are caused by the joint or concurrent negligence of the parties, they shall be borne by each party in proportion to such party's negligence.

e) Deloitte & Touche agrees to defend the System, its officers and employees from and against any and all claims and pay any settlement costs or any final judgments, including reasonable defense costs and reasonable legal fees, arising out of infringement by the Deliverables of any U.S. patent known to Deloitte & Touche or copyright or any unauthorized use of any trade secret or trademark, except to the extent that such infringement or unauthorized use arises from (i) the System's modification of the Deliverables or use thereof in a manner not contemplated by this engagement, (ii) the failure of the System to use any corrections or modifications made available by Deloitte & Touche, (iii) information, materials, instructions or specifications provided by or on behalf of the System, (iv) the System's distribution, marketing or use for the benefit of third parties of the Deliverables, or (v) the use of the Deliverable in combination with any product or data not provided by Deloitte & Touche whether or not with Deloitte & Touche's consent. If any such Deliverable, or any portion thereof, becomes, or in Deloitte & Touche's reasonable judgment, is likely to become the subject of a claim based upon infringement or unauthorized use, or if any such Deliverable or

any portion thereof, is found by final, non-appealable order of a court of competent jurisdiction to be such an infringement or unauthorized use, Deloitte & Touche, at its option and expense, shall have the right to (x) procure for the System the continued use of such Deliverable, (y) replace or modify such Deliverable provided that the replacement or modified Deliverable is reasonably capable of performing substantially the same function, or (z) require the System to cease use of such Deliverable and refund an appropriate portion of the fee paid with respect to the affected Deliverable. The foregoing provisions of this Paragraph constitute the sole and exclusive remedy of the System, and the sole and exclusive obligation of Deloitte & Touche, relating to a claim that a Deliverable infringes any patent, copyright or other intellectual property right of a third party.

**8. Client Responsibilities.** The System shall cooperate with Deloitte & Touche in the performance by Deloitte & Touche of the Services, including, without limitation, providing Deloitte & Touche with reasonable facilities and timely access to data, information, and personnel of the System. The System shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and information provided to Deloitte & Touche for purposes of the performance by Deloitte & Touche of the Services. The System acknowledges and agrees that Deloitte & Touche's performance is dependent upon the timely and effective satisfaction of the System's responsibilities hereunder and timely decisions and approvals of the System in connection with the Services. Deloitte & Touche shall be entitled to rely on all decisions and approvals of the System. The System shall be solely responsible for, among other things (a) making all management decisions and performing all management functions, (b) designating a competent management member to oversee the Services, (c) evaluating the adequacy and results of the Services, (d) accepting responsibility for the results of the Services, and (e) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities.

**9. Force Majeure.** Neither party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate by the other party (including, without limitation, entities or individuals under its control, or any of their respective officers, directors, employees, other personnel and agents), acts or omissions or the failure to cooperate by any third party, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority.

**10. [Reserved]**

**11. Independent Contractor.**

(a) Deloitte & Touche and System acknowledge and agree that Deloitte & Touche is being retained as an independent contractor, and that Deloitte & Touche shall be responsible for determining the manner and means by which Deloitte & Touche performs the Services. Nothing herein shall be construed to make Deloitte & Touche an employee or agent of System, to entitle Deloitte & Touche to receive the benefits of any employee benefit plan of System, or to create a joint venture or partnership or fiduciary relationship between the parties. Neither party shall not make an unauthorized representation or warranty concerning the products or services of the other party or commit the other party to any agreement or obligation.



(b) No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Deloitte & Touche hereunder. Deloitte & Touche agrees to indemnify System against, and to defend and hold System harmless from, any liabilities, claims, costs or expenses (including reasonable attorneys' fees) which may be made against System, or incurred by System, in respect of any such payroll or employment taxes.

(c) No workers' compensation insurance has been or will be obtained by System on account of Deloitte & Touche.

## **12. Confidentiality and Internal Use.**

a) The System agrees that all Services and Deliverables shall be solely for the System's informational purposes and internal use, and are not intended to be, and should not be, used by any person or entity other than the System. Except as otherwise specifically provided in the Engagement Letter, the System further agrees that such Services and Deliverables shall not be circulated, quoted, disclosed, or distributed to, nor shall reference to such Services or Deliverables be made to, any person or entity other than the System and other contractors of the System to whom the System may disclose the Deliverables solely for the purpose of such contractors providing services to the System relating to the subject matter of this engagement, provided that the System shall ensure that such contractors do not further circulate, quote, disclose, or distribute such Deliverables, or make reference to such Deliverables, to any person or entity other than the System. Notwithstanding the foregoing, the System shall not be prohibited from creating its own materials based on the content of such Services and Deliverables and using and disclosing such System-created materials for external purposes, provided that the System does not, expressly or by implication, in any manner whatsoever, attribute such materials to Deloitte & Touche or otherwise refer to or identify Deloitte & Touche in connection with such materials.

b) To the extent that, in connection with this engagement, either party (each, the "receiving party") comes into possession of any trade secrets or other proprietary or confidential information of the other (the "disclosing party"), it will not disclose such information to any third party without the disclosing party's consent. The disclosing party hereby consents to the receiving party disclosing such information (1) to subcontractors, whether located within or outside of the United States, that are providing services in connection with this engagement and that have agreed to be bound by confidentiality obligations similar to those in this paragraph 12(b); (2) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; or (3) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure in breach hereof, (ii) becomes available to the receiving party on a nonconfidential basis from a source other than the disclosing party that the receiving party believes is not prohibited from disclosing such information to the receiving party by obligation to the disclosing party, (iii) is known by the receiving party prior to its receipt from the disclosing party without any obligation of confidentiality with respect thereto, or (iv) is developed by the receiving party independently of any disclosures made by the disclosing party to the receiving party of such information. In satisfying its obligations under this paragraph 12(b), each party shall maintain the other's trade secrets and proprietary or

confidential information in confidence using at least the same degree of care as it employs in maintaining in confidence its own trade secrets and proprietary or confidential information, but in no event less than a reasonable degree of care. Nothing in this paragraph 12(b) shall alter the System's obligations under paragraph 12(a). Notwithstanding anything to the contrary herein, the System acknowledges that Deloitte & Touche, in connection with performing the Services, may develop or acquire experience, skills, knowledge, and ideas that are retained in the unaided memory of its personnel. The System acknowledges and agrees that Deloitte & Touche may use and disclose such experience, skills, knowledge, and ideas.

**13. Survival and Interpretation.** All paragraphs herein relating to payment of invoices, deliverables, limitation on warranties, limitation on damages and indemnification, limitation on actions, confidentiality and internal use, survival and interpretation, assignment, nonexclusivity, waiver of jury trial and governing law shall survive the expiration or termination of this engagement. For purposes of these terms, "Deloitte & Touche" shall mean Deloitte & Touche LLP and, for purposes of paragraph 7, shall also mean Deloitte & Touche Products Company LLC, one of its subsidiaries. The System acknowledges and agrees that no affiliated or related entity of Deloitte & Touche, whether or not acting as a subcontractor, or such entity's personnel shall have any liability hereunder to the System or any other person and the System will not bring any action against any such affiliated or related entity or such entity's personnel in connection with this engagement. Without limiting the foregoing, affiliated and related entities of Deloitte & Touche are intended third-party beneficiaries of these terms, including, without limitation, the limitation on liability and indemnification provisions of paragraph 7, and the agreements and undertakings of the System contained in the Engagement Letter. Any affiliated or related entity of Deloitte & Touche may in its own right enforce such terms, agreements, and undertakings. **The provisions of paragraphs 7, 13, 15, and 18 hereof shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy.**

**14. Assignment and Subcontracting.** Except as provided below, neither party may assign, transfer, or delegate any of its rights or obligations hereunder (including, without limitation, interests or Claims) without the prior written consent of the other party. The System hereby consents to Deloitte & Touche subcontracting any of Deloitte & Touche's rights or obligations hereunder to (a) any affiliate or related entity, whether located within or outside of the United States. Services performed hereunder by Deloitte & Touche's subcontractors shall be invoiced as professional fees on the same basis as Services performed by Deloitte & Touche's personnel, unless otherwise agreed.

**15. Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT.**

**16. Nonsolicitation.** During the term of this engagement and for a period of one (1) year thereafter, each party agrees that its personnel (in their capacity as such) who had direct and substantive contact in the course of this engagement with personnel of the other party shall not, without the other party's consent, directly or indirectly employ, solicit, engage, or retain the services of such personnel of the other party. In the event a party breaches this provision, the breaching party shall be liable to the aggrieved party for an amount equal to thirty percent (30%) of the annual base compensation of the relevant personnel in his or her new position. Although such payment shall be the aggrieved party's exclusive means of monetary recovery from the breaching party for breach of this provision, the aggrieved party shall be entitled to seek injunctive or other

equitable relief. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

**17. Entire Agreement, Amendment, and Notices.** These terms, and the Engagement Letter, including exhibits, constitute the entire agreement between the parties with respect to this engagement; supersede all other oral and written representations, understandings, or agreements relating to this engagement; and may not be amended except by written agreement signed by the parties. In the event of any conflict, ambiguity, or inconsistency between these terms and the Engagement Letter, these terms shall govern and control. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when either personally served or mailed by certified or registered mail, return receipt requested to the addresses first set forth above.

**18. Governing Law, Jurisdiction and Venue, and Severability.** These terms, the Engagement Letter, including exhibits and all matters relating to this engagement shall be governed by, and construed in accordance with, the laws of the State of Connecticut (without giving effect to the choice of law principles thereof). Any action based on or arising out of this engagement or the Services provided or to be provided hereunder shall be brought and maintained exclusively in any court of the State of Connecticut or any federal court of the United States, in each case located in the State of Connecticut. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum. If any provision of these terms or the Engagement Letter is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

**19. Non-Use of YNHHS Name.** Deloitte & Touche shall not use YNHHS name or logo, or the name of any YNHHS facility, in any way other than in connection with the Services, including in any advertising or promotional media as a customer or client of Deloitte & Touche, without obtaining the prior written consent of System.

**20. False Claims.** Deloitte & Touche acknowledges that System has provided it with access to its policy on False Claims and Payment Fraud Prevention (the "Policy") located on its internet site at [www.ynhhs.org/FalseClaims.pdf](http://www.ynhhs.org/FalseClaims.pdf). The False Claims Act imposes civil penalties on people and companies who knowingly submit a false claim or statement to a federally funded program, or otherwise conspire to defraud the government, in order to receive payment. It also protects people who report suspected fraud.

**21. Personal Inducements.** Deloitte & Touche represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered or will be paid or distributed by or on behalf of Deloitte & Touche to YNHHS and/or the employees, officers, or directors of YNHHS or its member hospitals, or to any other person, party or entity affiliated with YNHHS or its member hospitals, as an inducement to purchase or to influence the purchase of services by YNHHS or its member hospitals from Deloitte & Touche.

**22. No Undisclosed Relationships.** Deloitte & Touche represents and warrants to the System that, except for those relationships (if any) Deloitte & Touche has disclosed to the System in writing, as of the date of this Agreement the Deloitte & Touche and Deloitte FAS personnel that provide services under this Agreement: (i) do not have a financial relationship with any of the System's trustees, officers, employees, or medical staff members, (ii) will not establish or otherwise create any such relationship after the Effective Date without disclosing such relationship to the System in writing, and (iii) Deloitte & Touche will promptly notify the System in writing if its Engagement Partner for the Services becomes aware of the existence of any such relationship during the course of the services provided under this Agreement. Notwithstanding any other provision of this Agreement or any other agreement between the System and Deloitte & Touche, the System may terminate this Agreement upon written notice to Deloitte & Touche in the event the System becomes aware of any such relationship (through disclosure by Deloitte & Touche or otherwise).

**23. General Compliance.** Deloitte & Touche shall comply with all applicable standards, statutes, rules, regulations, acts and orders of the United States, its departments, agencies, and bureaus, and of any applicable state or political subdivision thereof, including without limitation, laws and regulations pertaining to labor, wages, hours, conditions of employment, environmental protection, hazardous and infectious materials, identity theft, as applicable to Deloitte & Touche in its performance of the Services hereunder.

**24. Equal Employment Opportunities.** Deloitte LLP (the parent company of Deloitte & Touche) and its subsidiaries (together, referred to as "Deloitte" for purposes of this Section 24) are equal opportunity employers. Deloitte recruits, employs, trains, compensates, and promotes without regard to race, religion, creed, color, citizenship, national origin, age, gender, gender identity/expression, sexual orientation, marital status, disability, veteran status, or any other legally protected basis, in accordance with applicable federal, state, or local law. Deloitte makes reasonable attempts to accommodate the expression of religious beliefs, as long as that expression does not harass or intimidate coworkers or place an undue hardship on its business.

As a federal contractor, Deloitte also provides an affirmative action program for minorities, women, disabled and Vietnam-era veterans, and persons with disabilities.

In response to a request from a qualified individual with a disability, Deloitte will make a reasonable accommodation that would allow that individual to perform the essential functions of his or her job, unless doing so would create undue hardship on its business.

**25. Access to Records.** In the event that the Engagement Letter provides for services to be performed by Vendor worth \$10,000 or more over a 12-month period, Deloitte & Touche agrees, until the expiration of four years after the termination of the Arrangement, to make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General and their representatives, pursuant to a proper request, the Agreement, if any, and all books, documents and records necessary to certify the nature and extent of the cost of those services. If Deloitte & Touche carries out any of the duties described herein through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives pursuant to a proper request to the related organization's books, documents and records necessary to certify the nature and extent of the cost of those services. In the event Deloitte & Touche receives a request for access, Deloitte & Touche agrees to notify YNHHS immediately and to consult with YNHHS regarding the response to the request.



**26. Security and Access.** Deloitte & Touche shall comply with all YNHHS policies and procedures pertaining to visitation, confidentiality, security and vendor identification as are provided to it in writing prior to execution of the Engagement Letter. YNHHS may issue non-employee identification badges under certain conditions; in the event that any non-employee identification badge is issued to an employee of Deloitte & Touche, Deloitte & Touche agrees to cause such employee to prominently display such badge at all times while on YNHHS premises. All badges must be surrendered by Deloitte & Touche when requested by YNHHS. Non-compliance with any of the above policies shall be deemed a breach of the Engagement Letter.

## **APPENDIX C: Business Associate Addendum**

This Appendix (“Appendix C”) is part of the attached engagement letter dated November 7, 2016 between Deloitte & Touche LLP (“D&T”), Yale-New Haven Health System (“YNHH”). If and to the extent, and so long as, required by HIPAA or HITECH (each as defined below), and not otherwise, D&T and YNHH hereby agree to the following in connection with D&T’s performance of services under the engagement letter to which this Business Associate Appendix is attached (such engagement letter, the “Engagement Letter,” together with this Business Associate Appendix and all other attachments, appendices, and exhibits to the Engagement Letter, this “Agreement”). D&T agrees that for purposes of this Appendix C, D&T is a business associate of YNHH to the extent that, in performance of the Services, D&T qualifies as a “business associate” as that term is defined at 45 C.F.R §160.103.

(A) Unless otherwise specified in this Business Associate Appendix, all capitalized terms used in this Business Associate Appendix shall have the meanings established for purposes of HIPAA or HITECH, as applicable. Specific statutory or regulatory citations used in this Business Associate Appendix shall mean such citations as amended and in effect from time to time.

1. “Compliance Date” shall mean, with respect to any applicable provision in this Business Associate Appendix, the later of the date by which compliance with such provision is required under HITECH and the effective date of this Agreement.
2. “Electronic Protected Health Information” shall mean Protected Health Information that is transmitted or maintained in electronic media.
3. “HIPAA” shall mean the Health Insurance Portability and Accountability Act, 42 U.S.C. §§ 1320d through 1320d-8, as amended from time to time, and all associated existing and future implementing regulations, when effective and as amended from time to time.
4. “HITECH” shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§ 17921-17954, as amended from time to time, and all associated existing and future implementing regulations, when effective and as amended from time to time.
5. “Protected Health Information” shall mean the term as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received or created on behalf of, the Client by D&T pursuant to performance of the Services.
6. “Privacy Rule” shall mean the federal privacy regulations issued pursuant to HIPAA, as amended from time to time, codified at 45 C.F.R. Part 164 (Subparts A and E).
7. “Security Rule” shall mean the federal security regulations issued pursuant to HIPAA, as amended from time to time, codified at 45 C.F.R. Part 164 (Subparts A and C).
8. “Services” shall have the meaning set forth in the attached engagement letter, and, if not therein defined, shall mean the services described in the Engagement Letter to be performed by D&T for the Client.
9. “Unsecured Protected Health Information” shall mean Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a

technology or methodology specified by the Secretary in the regulations or guidance issued pursuant to 42 U.S.C. § 17932(h)(2).

(B) With regard to D&T's use and disclosure of Protected Health Information:

1. D&T may use and disclose Protected Health Information as reasonably required or contemplated in connection with the performance of the Services, excluding the use or further disclosure of Protected Health Information in a manner that would violate the requirements of the Privacy Rule, if done by the Client. Notwithstanding the foregoing, D&T may use and disclose Protected Health Information for the proper management and administration of D&T as provided in 45 C.F.R. § 164.504(e)(4).
2. D&T will not use or further disclose Protected Health Information other than as permitted or required by this Business Associate Appendix, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e), or as otherwise Required by Law.
3. D&T will implement and use appropriate administrative, physical, and technical safeguards to (1) prevent use or disclosure of Protected Health Information other than as permitted or required by this Business Associate Appendix; (2) reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that D&T creates, receives, maintains, or transmits on behalf of the Client; and (3) as of the Compliance Date of 42 U.S.C. § 17931, comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316.
4. D&T will, without unreasonable delay report to the Client (1) any use or disclosure of Protected Health Information not provided for by this Business Associate Appendix of which it becomes aware in accordance with 45 C.F.R. § 164.504(e) (2) (ii) (C); and/or (2) any Security Incident affecting Electronic Protected Health Information of which D&T becomes aware in accordance with 45 C.F.R. § 164.314(a) (2) (C).
5. D&T will, without unreasonable delay, and in any event no later than ten (10) business days after Discovery, notify the Client of any Breach of Unsecured Protected Health Information. The notification shall include, to the extent possible (and subsequently as the information becomes available), the identification of all individuals whose Unsecured Protected Health Information is reasonably believed by D&T to have been Breached along with any other available information that is required to be included in the notification to the Individual, the Secretary, and/or the media, all in accordance with the data breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 and 164 (Subparts A, D, and E), as of their respective Compliance Dates.
6. D&T will ensure that any subcontractors or agents to whom D&T provides Protected Health Information agree to the same restrictions and conditions that apply to D&T with respect to such Protected Health Information. To the extent that D&T provides Electronic Protected Health Information to a subcontractor or agent, it will require the subcontractor or agent to implement reasonable and appropriate safeguards to protect the Electronic Protected Health Information consistent with the requirements of this Business Associate Appendix.

7. D&T will, to the extent that Protected Health Information in D&T's possession constitutes a Designated Record Set, make available such Protected Health Information in accordance with 45 C.F.R. § 164.524.
8. In the event that D&T, in connection with the Services, uses or maintains an Electronic Health Record of Protected Health Information of or about an Individual, D&T will provide an electronic copy of such Protected Health Information in accordance with 42 U.S.C. § 17935(e) as of its Compliance Date.
9. D&T will, to the extent that Protected Health Information in D&T's possession constitutes a Designated Record Set, make available such Protected Health Information for amendment and incorporate any amendments to such information as directed by the Client, all in accordance with 45 C.F.R. § 164.526.
10. D&T will document and make available the information required to provide an accounting of disclosures of Protected Health Information, in accordance with 45 C.F.R. § 164.528.
11. In the event that D&T, in connection with the Services, uses or maintains an Electronic Health Record of Protected Health Information of or about an Individual, D&T will make an accounting of disclosures of such Protected Health Information in accordance with the requirements for accounting of disclosures made through an Electronic Health Record in 42 U.S.C. § 17935(c), as of its Compliance Date.
12. D&T will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary for purposes of determining the Client's compliance with the Privacy Rule.
13. D&T will, as of the Compliance Date of 42 U.S.C. § 17935(b), limit any request, use, or disclosure by D&T of Protected Health Information, to the extent practicable, to the Limited Data Set of such Protected Health Information (as defined in 45 C.F.R. § 164.514(e)(2)), or, if the request, use, or disclosure by D&T of Protected Health Information, not in a Limited Data Set, is necessary for D&T's performance of the Services, D&T will limit the amount of such Protected Health Information requested, used, or disclosed by D&T to the minimum necessary to accomplish the intended purpose of such request, use, or disclosure, respectively; provided, however, that the requirements set forth above in this subsection (13) shall be superseded and replaced by the requirements of the "minimum necessary" regulations or guidance to be issued by the Secretary (pursuant to 42 U.S.C. § 17935(b)(1)(B)) on and after its Compliance Date.
14. D&T will not directly or indirectly receive remuneration in exchange for any Protected Health Information as prohibited by 42 U.S.C. § 17935(d) as of its Compliance Date.
15. D&T will not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. § 17936(a) as of its Compliance Date.
16. D&T will not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. § 17936(b) as of its Compliance Date.

(C) In addition to any other obligation set forth in this Agreement, including this Business Associate Appendix, the Client agrees that it will: (1) not make any disclosure of Protected Health Information to



D&T if such disclosure would violate HIPAA, HITECH, or any applicable federal or state law or regulation; (2) not request D&T to use or make any disclosure of Protected Health Information in any manner that would not be permissible under HIPAA, HITECH, or any applicable federal or state law or regulation if such use or disclosure were done by the Client; and (3) limit any disclosure of Protected Health Information to D&T, to the extent practicable, to the Limited Data Set of such Protected Health Information, or, if the disclosure of Protected Health Information that is not in a Limited Data Set is necessary for D&T's performance of the Services, to limit the disclosure of such Protected Health Information to the minimum necessary to accomplish the intended purpose of such disclosure, provided, however, that the requirements set forth above in this part (3) shall be superseded and replaced by the requirements of the "minimum necessary" regulations or guidance to be issued by the Secretary (pursuant to 42 U.S.C. § 17935(b)(1)(B)) on and after its Compliance Date.

- (D) If either the Client or D&T knows of either a violation of a material term of this Business Associate Appendix by the other party or a pattern of activity or practice of the other party that constitutes a material breach or violation of this Business Associate Appendix, the non-breaching party will provide written notice of the breach or violation to the other party that specifies the nature of the breach or violation. In the event that the breaching party does not cure the breach or end the violation on or before thirty (30) days after receipt of the written notice, the non-breaching party may do the following:
- (i) if feasible, terminate this Agreement; or
  - (ii) if termination of this Agreement is infeasible, report the issue to the Secretary.
- (E) D&T will, at termination of this Agreement, if feasible, return or destroy all Protected Health Information that D&T still maintains in any form and retain no copies of Protected Health Information or, if such return or destruction is not feasible (such as in the event that the retention of Protected Health Information is required for archival purposes to evidence the Services), D&T may retain such Protected Health Information and shall thereupon extend the protections of this Business Associate Appendix to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction of such Protected Health Information infeasible.
- (F) Any other provision of this Agreement that is directly contradictory to one or more terms of this Business Associate Appendix shall be superseded by the terms of this Business Associate Appendix to the extent and only to the extent of the contradiction and only for the purpose of the Client's and D&T's compliance with HIPAA and HITECH. The terms of this Business Associate Appendix, to the extent they are unclear, shall be construed to allow for compliance by the Client and D&T with HIPAA and HITECH.

In addition, the Client agrees to compensate D&T for any time and expenses that we may incur in responding to requests for documents or information under HIPAA, HITECH, or any regulations promulgated under HIPAA or HITECH.

Nothing contained in this Business Associate Appendix is intended to confer upon any person (other than the parties hereto) any rights, benefits, or remedies of any kind or character whatsoever, whether in contract, statute, tort (such as negligence), or otherwise, and no person shall be deemed a third-party beneficiary under or by reason of this Business Associate Appendix.



**Scheduled Meeting**  
**Lawrence + Memorial and Yale-New Haven Health System**  
**Certificate of Need Transfer of Ownership**  
**Docket Numbers 15-32033-CON and 15-32032-CON**

Date of Meeting: 11/15/2016

Name (Please Print)	Affiliation
Tia Sawhney	Milliman
<del>Bruce Peterson</del>	<del>Milliman</del>
Kelly Saunders	Deloitte
Mayla Capozzallo	YNHHS
Melancy Rosenthal	YNHHS
Vincent Vammaro	YNHHS

Present from OHCA were:

Carmen Cotto	C. Cotto
Shauna Walker	Shauna Walker
Michaela Mitman	1) Karen Roberts
Meeting Start Time: 1:30	
Meeting End Time: 3:00	
Kim Mastore	Kim Mastore

## Greer, Leslie

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**From:** Roberts, Karen  
**Sent:** Wednesday, November 16, 2016 3:22 PM  
**To:** Greer, Leslie  
**Cc:** Cotto, Carmen  
**Subject:** FW: Compliance reporting element in Docket # 15-32033-CON

Hi Leslie – this is for the #15-32033-CON PDF file. Karen

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**From:** Roberts, Karen  
**Sent:** Wednesday, November 16, 2016 2:24 PM  
**To:** 'Capozzalo, Gayle'; 'Rosenthal, Nancy'  
**Cc:** Cotto, Carmen; Martone, Kim  
**Subject:** Compliance reporting element in Docket # 15-32033-CON

Hi Nancy and Gayle – as mentioned in the meeting yesterday, we were going to look to see if **Bad Debts** really need to be reported as a Cost Saving element.

Stipulation #32 (f) of the decision says

Every six months (the “six month reports”) until December 1, 2018 and each year thereafter (each an “annual report”), YNHSC shall submit notarized reports to OHCA for the periods of January to June (due July 31<sup>st</sup>) and July through December (due January 31<sup>st</sup>) certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail: ....A detailed and comprehensive document showing a five-year plan (the “plan”) to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M’s integration with and adoption of YNHSC information technology systems and platforms, YNHSC’s supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M’s reduced cost of capital, and L+M’s participation in YNHSC population health initiatives. Subsequent to submission of the plan in its six month report, YNHSC shall include the following additional information in its annual report.

Part ii of Stipulation #32 says:

ii. A report identifying L+M and L+MH cost saving totals since the Closing Date for the **following Operating Expense Categories**: Salaries and Wages, Fringe Benefits, Contractual Labor Fees, Medical Supplies and Pharmaceutical Costs, Depreciation and Amortization, **Bad Debts**, Interest Expense, Malpractice Expense, Utilities, Business Expenses and Other Operating Expenses. The categories shall be consistent with the major operating expense categories (Categories A,B,C,D,E,F,G,H,I,J, and K) that are in use at the time of reporting in the **OHCA Hospital Reporting System (“HRS”) Report 175** or successor report. YNHSC shall also file a narrative describing the specifics of the cost savings for each of these major expense categories;

Note that Bad Debt is no longer treated as an expense on HRS Report 175 and will not have to be treated as an expense for this compliance reporting submission. Hope that clarifies that and we will include this email in the record for 15-32033-CON. Thanks.

*Karen Roberts*

Principal Health Care Analyst

Office of Health Care Access

Connecticut Department of Public Health

410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308

P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)





**Greer, Leslie**

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**Subject:** FW: CMIR Independent Consultant: CON Docket #s 15-32032-CON and 15-32033-CON

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**From:** Martone, Kim [<mailto:Kimberly.Martone@ct.gov>]  
**Sent:** Thursday, November 17, 2016 11:08 AM  
**To:** Capozzalo, Gayle  
**Cc:** Rosenthal, Nancy; Roberts, Karen; Cotto, Carmen  
**Subject:** RE: CMIR Independent Consultant: CON Docket #s 15-32032-CON and 15-32033-CON

Hi Gayle, it was a pleasure as well. It was very informative and comprehensive. The presentation and discussion with Milliman regarding their expertise in this field and approach to conducting the CMIR is acceptable to OHCA therefore their engagement is approved.

Kim

**Kimberly R. Martone**  
Director of Operations, Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13 CMN, Hartford, Connecticut 06134  
Phone: 860-418-7029 Fax: 860-418-7053  
Email: [Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov) Website: [www.ct.gov/ohca](http://www.ct.gov/ohca)



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**From:** Capozzalo, Gayle [<mailto:Gayle.Capozzalo@ynhh.org>]  
**Sent:** Thursday, November 17, 2016 10:02 AM  
**To:** Martone, Kim  
**Cc:** Rosenthal, Nancy  
**Subject:** CMIR Independent Consultant: CON Docket #s 15-32032-CON and 15-32033-CON

Dear Kim,

It was a pleasure meeting with you on Tuesday. We would like to request your approval to engage Milliman to complete the initial CMIR and appropriate updates.

Sincerely,  
Gayle

**Gayle Capozzalo**  
Executive Vice President and  
Chief Strategy Officer

789 Howard Avenue  
New Haven, CT 06519

**Phone:** 203-688-2605

**Fax:** 203-688-3472

**Email:** [gayle.capozzalo@ynhh.org](mailto:gayle.capozzalo@ynhh.org)

YaleNewHavenHealth

This message originates from the Yale New Haven Health System. The information contained in this message may be privileged and confidential. If you are the intended recipient you must maintain this message in a secure and confidential manner. If you are not the intended recipient, please notify the sender immediately and destroy this message. Thank you.

## Greer, Leslie

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**From:** Martone, Kim  
**Sent:** Friday, November 18, 2016 2:44 PM  
**To:** Roberts, Karen; Cotto, Carmen  
**Cc:** Greer, Leslie  
**Subject:** FW: DT-YNHHS Independent Monitor - slightly updated contract for your records  
**Attachments:** DT-YNHHS Independent Monitor Eng Ltr REVISED FINAL 111816.pdf

### ***Kimberly R. Martone***

Director of Operations, Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13 CMN, Hartford, Connecticut 06134  
Phone: 860-418-7029 Fax: 860-418-7053  
Email: [Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov) Website: [www.ct.gov/ohca](http://www.ct.gov/ohca)



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**From:** Sauders, Kelly (US - New York) [<mailto:ksauders@deloitte.com>]  
**Sent:** Friday, November 18, 2016 2:43 PM  
**To:** Martone, Kim  
**Cc:** Capozzalo, Gayle; Rosenthal, Nancy  
**Subject:** RE: DT-YNHHS Independent Monitor - slightly updated contract for your records

Dear Kim - per OHCA's approval of Deloitte as the Independent Monitor for Docket numbers 15-32032-CON and 15-32033-CON, please see the attached updated engagement letter which corrects for a few minor edits (to correct the parties to the BAA and update the Appendix of community groups to reflect the appropriate parties/groups). There are no other changes – just wanted to make sure OHCA has the latest/final copy.

Please feel free to call me directly with any questions.

Thanks,  
Kelly

### **Kelly J. Sauders**

Partner  
Deloitte Advisory  
30 Rockefeller Plaza  
New York, NY 10112  
Office: 212 436 3180  
Fax: 212 653 7033  
Mobile: 518 469 0890  
Email: [ksauders@deloitte.com](mailto:ksauders@deloitte.com)

November 7, 2016

Bill Aseltyne  
Senior Vice President & General Counsel  
Yale-New Haven Hospital/Yale New Haven Health System  
789 Howard Ave., CB 230  
New Haven, CT 06519

Dear Bill,

This engagement letter is to confirm the engagement of Deloitte & Touche LLP (“D&T” or “we”), effective as of the date hereof, to provide Yale New Haven Health Services Corporation and its subsidiaries (collectively referred to as “YNHHSC” or the “Company”) the services described below (the “Services”).

### **Scope and Approach**

We understand you are seeking an independent monitor related to the agreed settlement (“Agreement” or “Order”) between YNHHSC and State of Connecticut’s Office of Health Care Access (“OHCA”) to monitor the YNHHSC’s compliance with the Conditions of the Order in the transfer of ownership of Lawrence + Memorial Corporation and its subsidiaries to YNHHSC.

Specific anticipated activities we will assist YNHHSC with will include two work streams:

#### *Workstream 1: Assist YNHHSC with the planning and preparing for monitoring reviews*

- Hold kick-off with YNHHSC responsible persons to discuss the monitor requirements
- Meet with the Connecticut Office of Health Care Access (OHCA), as requested
- Review and agree upon with YNHHSC and OHCA, as applicable, the elements of monitor services as documented in the work plan in Appendix A.

#### *Workstream 2: Assist YHHHS with the independent monitoring activities*

- Refer to Appendix A for a detailed monitor work plan which describes the various required activities and activities associated with each condition of the Order.

We anticipate providing our services both off-site and on-site. Where possible we will perform analysis and preparation activities remotely. We anticipate providing these services for a period of two to five years (as requested by YNHHSC based on requirements of OHCA).



## Engagement Team

Kelly J. Sauders, Partner, Deloitte & Touche LLP, will serve as the lead engagement leader to provide oversight and direction. Ed Sullivan, Principal, Deloitte & Touche LLP will serve as the quality assurance partner, supporting Kelly and the team in the execution of the work. Kaitlin McCarthy, Manager, Deloitte & Touche LLP, will serve as the overall project manager. Additional support will be provided by other professionals from Deloitte & Touche LLP's Regulatory & Compliance practice, as needed, during the course of this engagement.

## Deliverables

The following deliverables will be produced during the course of this engagement:

### *Workstream 1: Assist YNHHS with planning and preparing for monitoring reviews*

1. D&T will create and maintain a written plan for fulfilling the duties set forth in the agreement.

### *Workstream 2: Assist YNHHS with independent monitoring activities*

1. D&T will draft and submit a written report within thirty (30) days of the completion of each (semi-annual) on-site review on YNHHS compliance with the conditions of the Order, totaling two reports per reporting year.

## Professional Fees and Timing

The total fees related to this engagement are estimated as follows:

Year 1: \$180,000 - \$190,000

Years 2 through 5 (as required)\* \$150,000-\$160,000

We will bill for our services based on actual hours incurred at the following billing rates:

<b>Resource Level</b>	<b>Hourly Rate</b>
Partner	\$625
Senior Manager	\$550
Manager	\$510
Senior Consultant	\$445
Consultant	\$380

\* Note that hourly rates will increase approximately 3% per year for years 3, 4 and 5.

This estimated fee and time estimate is based upon our current understanding of the project requirements, our proposed approach, our estimate of the level of effort required, our roles and responsibilities, any assumptions set forth herein, and active participation of Company's management and other personnel. We

plan to meet with you on no less than a quarterly basis to review time incurred and estimates to completion throughout the duration of this engagement.

Based on our experience, issues sometimes arise that require procedures beyond what was initially anticipated. If this should occur, we will discuss it with you promptly and early in the process before we perform any additional work.

We understand that you will reimburse us for all reasonable expenses incurred in performing the Services on this engagement (including, but not limited to, our reasonable travel, meal, lodging, and mileage expenses). Expenses will be noted separately on our invoices and segregated by expense type.

Fees for this engagement will be billed biweekly as the work progresses for fees accrued and expenses incurred by us since our last invoice in performing our Services.

### **Other Matters**

YNHHSC is, among other things, a regulatory/compliance and merger & acquisition services client of D&T and/ or its affiliated and related entities. We do not believe that the proposed services impair the objectivity for D&T to perform the proposed services for YNHHSC. However, we are bringing this to your attention to avoid any misunderstanding.

Should a potential conflict come to the attention of the engagement leader with respect to potential future work being performed or to be performed by D&T or one of its affiliated or related entities for YNHHSC, D&T will advise YNHHSC promptly. YNHHSC will, at its option and in consultation with the Connecticut Office of Health Care Access as appropriate, promptly request, in writing, (1) such entity not to proceed with the proposed services or (2) such entity to proceed with the proposed services, provided that such entity agrees to proceed. If YNHHSC requests such entity to proceed with the proposed services, YNHHSC agrees that D&T and its affiliated and related entities' are able to perform the proposed services objectively. If appropriate, such entity will establish an ethical wall and confidentiality safeguards so that the services will be performed by different personnel on the various engagements.

### **Acknowledgements and Agreements**

The Company specifically acknowledges and agrees to the following:

- Substantial and meaningful involvement of management of the Company is critical to the success of this engagement. The Company shall be responsible for ensuring that the identified Company personnel actively participate in both the planning and execution of this engagement.
- D&T will not make any management decisions, perform any management functions, or assume any management responsibilities.
- The Company agrees that any deliverables provided to the Company hereunder by D&T may be disclosed to the State of Connecticut's Office of Health Care Access ("OHCA") to the extent required by such regulator in connection with an investigation or examination of the Company. To the extent permitted by law, rule, regulation and applicable professional standards, YNHHSC shall be promptly notified in the event such deliverable(s) are provided by D&T to the OHCA.

- Company will limit sensitive information, such as PII, PHI, trade secrets and other information that it considers sensitive or highly confidential, it provides to D&T (or otherwise makes available to D&T) to only that which is reasonably necessary to allow D&T to provide the Services. D&T will provide Company with a list of D&T personnel who are authorized to receive or have access to Company sensitive information. Such list may be updated as needed. Any disclosure of sensitive information by Company to D&T will utilize levels of information security and data encryption appropriate to maintain security of Company sensitive information being accessed by or transferred to D&T, and as required by applicable information protection laws.
- The Services will be performed in accordance with the Statement on Standards for Consulting Services that is issued by the American Institute of Certified Public Accountants (“AICPA”). However, the Services will not constitute an engagement to provide audit, compilation, review, or attestation services as described in the pronouncements on professional standards issued by the AICPA, the Public Company Accounting Oversight Board, or other regulatory body and, therefore, we will not express an opinion or any other form of assurance as a result of performing the Services.
- We will not provide any legal advice regarding our Services nor will we provide any assurance regarding the outcome of any future audit or regulatory examination or other regulatory action; the responsibility for all legal issues with respect to these matters, such as reviewing all deliverables and work product for any legal implications to the Company, will be the Company’s.
- The Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Company.

\*\*\*\*\*

During the term of this engagement, the Company may request that D&T perform additional services that are not encompassed by this engagement letter. D&T may perform such additional services upon receipt of a separate signed engagement letter with terms and conditions that are acceptable to D&T and the Company. Our observations and recommendations will be based solely on the results of the assessment performed.

This engagement letter, together with the General Business Terms attached hereto as Appendix B and the Business Associate Addendum attached hereto as Appendix C and made a part hereof constitute the entire agreement between the Company and D&T with respect to this engagement, supersede all other oral and written representations, understandings, or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Company and D&T.

Please indicate your acceptance of this agreement by signing in the space below and returning a fully executed copy of this engagement letter to us. A duplicate of this engagement letter is provided for your records. We look forward to serving you. If you have any questions please contact Kelly Saunders at (212) 436-3180.

Very truly yours,

Deloitte & Touche LLP

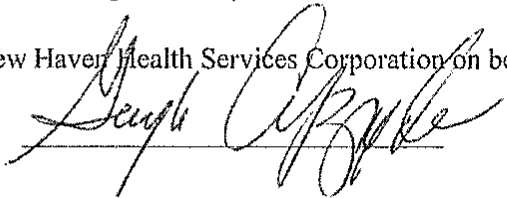


By: Kelly J. Saunders  
Partner

**Accepted and Agreed to by:**

Yale New Haven Health Services Corporation on behalf of itself and its subsidiaries

By:



Title:

Executive VP / Chief Strategy Officer

Date:

11/7/16



**APPENDIX A. MONITORING PROCEDURES (per Docket Numbers 15-32032-CON and 15-32033-CON)**

Condition	D&T Procedure
<p><b>Strategic Plan</b></p> <p><u>15-32033-CON Condition 4:</u> Within one hundred and eighty (180) days following the Closing Date of 9/8/16, YNHHS shall submit a plan demonstrating how health care services will be provided by L+MH for the first three years following the Transfer Agreement, including any consolidation, reduction, or elimination of existing services or introduction of new services (the "Services Plan"). The Services Plan will be provided in a format mutually agreed upon by OHCA and YNHHS. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p> <p>NOTE 1: This applies only to Eastern Connecticut which has been defined in the Affiliation Agreement as Tolland, Windham and New London counties.</p> <p>Note 2: Refer to Condition #19 which addresses the same/similar requirements</p>	<p>D&amp;T will obtain a copy of the Services Plan/Strategic Plan submitted for Condition #4 and #19, verify timely submission, verify that it incorporates the required elements (e.g. describing any planned consolidation, reduction, or elimination of existing services or introduction of new services) and that it meets the 3 year requirement.</p>
<p><u>15-32033-CON Condition 19:</u> L+M and YNHHS shall develop a strategic plan to focus on the retention and enhancement of healthcare services in the primary service area, i.e. towns served by L+M, which assures patient affordability and is consistent with appropriate standards of care, quality, and accessibility. Such plan shall seek to minimize travel for patients requiring clinical services that can be provided appropriately at L+M service sites, and to support the return of patients back to L+M and its medical staff for care should patients be referred to other YNHHS affiliated facilities for specialized care not available locally. The strategic plan shall include but not be limited to the following components:</p> <p>a. L+M shall enhance access to primary care physician services in the Eastern Connecticut region by recruiting and retaining eight additional primary care providers and other providers required to respond to local community need, in accordance with the community needs assessment in paragraph 31 herein and shall accommodate improvements to delivery models including value based care during such period. L+M shall demonstrate annual progress toward achieving these goals.</p>	<p>D&amp;T will obtain the Services Plan/Strategic Plan submitted for Condition #4 and #19 and review the plan for inclusion of these required components (as compared to the needs described within the Community Needs Assessment and the resource commitments within the Affiliation Agreement).</p>

Condition	D&T Procedure
<p>b. YNHHC and L+M shall abide by the resource commitments for clinical service programming as set forth in the Affiliation Agreement.</p> <p>NOTE 1: Refer to Condition #4 which addresses the same requirements.</p>	
<p><u>15-32033-CON Condition 32b</u>: A narrative description of the achievement of the strategic plan components to retain and enhance healthcare services in the communities served by L+M, including with respect to physician recruitment and resource commitments for clinical service programming, whether the commitments described in the Affiliation Agreement were achieved, as well as the purposes, dates and amounts for which expenditures were made.</p>	<p>For 15-32033-CON Condition 32 requirements a through e and g, D&amp;T will obtain a copy of YNHHC’s Management Representation to OHCA that Condition 32 requirements a through e and g have been met including referencing specific locations of primary care physicians.</p>
<p><u>15-32033-CON Condition 7</u>: Within one hundred and eighty (180) days following the Closing Date and thereafter until the capital commitment <sup>1</sup>is satisfied, YNHHC shall submit to OHCA a report on the capital investments ("Capital Investment Report") it has made in L+M and its affiliates from the \$300M Commitment Amount. The Capital Investment Report shall include the following in a format to be agreed upon:</p> <p>a. A list of the capital expenditures <sup>2</sup>that have been made in the prior one hundred and eighty (180) days with descriptions of each associated project; and</p> <p>b. An explanation of why each expenditure was made and a timeframe for the roll out of the associated capital project (including</p>	<p>D&amp;T will obtain the Plan (per 15-32033-CON Conditions #4 and #19). We will read the plan and verify that expenditures/investments made are in accordance with the Plan. We will discuss any questions/need for clarification with Management to ensure the expenditures are verified. D&amp;T will confirm detailed, full and timely submissions, with appropriate signatures of all required reports.</p>

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<sup>1</sup> Per discussion with OHCA, we understand that “capital requirement” per this Order is intended to mean “resource commitment”. YNHHC will describe the plan/resource commitment per Conditions #4 and #19 of this Order.

<sup>2</sup> See footnote 4.

Condition	D&T Procedure
<p>estimated beginning, ending a 11d startup/operation dates); and</p> <p>c. The funding source of the capital investment<sup>3</sup> indicating whether it was drawn from operating revenue, capital contributions from YNHHSO or another source and, if funding was drawn from another source, indicating the source.</p> <p>For purposes of this Order, semi-annual periods are October 1-March 31 and April 1 - September 30. The required information is due no later than two (2) months after the end of each semi-annual period. Due dates are May 31st and November 30th beginning May 31, 2017. The reports shall be signed by L+MH's or L+M's Chief Financial Officer. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify the continued financial feasibility of the project.</p>	
<p><u>15-32033-CON Condition 5</u>: Until such time as the Services Plan is submitted<sup>4</sup>, YNHHSO shall provide OHCA with notice of any reallocation of inpatient beds and relocation of outpatient services for L+MH specific to those services that existed at L+MH as of the Decision Date. Such notice shall be provided within ten (10) days of any such reallocation or relocation and published on the website pages of L+MH. OHCA is imposing this Condition to ensure continued access to health care services for the patient population. NOTE 1: Cross-reference to Condition #18</p>	<p>D&amp;T will confirm that notices of reallocation or relocation were submitted in a timely manner and published on the L+MH website within ten days. Per related 15-32033-CON Condition #18, D&amp;T will confirm that any changes or reallocation of services are not in conflict with the requirements of 15-32033-CON Condition #18.</p>

<sup>3</sup> Per discussion with OHCA, we understand that “capital investment” per this Order is intended to mean expenditures/investment made”.

<sup>4</sup> The Services Plan is due 180 days after the closing date of September 8, 2016. Therefore this provision only applies until the Services Plan per Condition #4 is submitted.

Condition	D&T Procedure
<p><u>15-32033-CON Condition 18</u>: L+MH shall continue to maintain emergency room services, inpatient general medicine services, cardiology services (including emergency and elective PCI), inpatient obstetrics/gynecology services, inpatient behavioral health services, critical care unit services, and oncology services, which such services shall assure patient affordability and adhere to standards of care, quality, and accessibility and reflect local community need.</p> <p>NOTE 1: See related Condition #1 which applies to the first 180 dates post-closing. Following that time, YNHHS is bound by Condition #4 and the Services Plan created per Condition #4</p>	<p>D&amp;T will confirm that these services are properly maintained by conducting site visits, and ongoing data analysis of unit and patient data (e.g. to see continuing patient volume/services).</p> <p>YNHHS will provide a Management Attestation/Representation to OHCA that it is in compliance with 15-32033-CON Condition #18. D&amp;T will obtain a copy of that Management Representation.</p>
<p><u>15-32033-CON Condition 32a</u>: Every six months ( the "six month reports") until September 30, 2018 and each year thereafter (each an "annual report"), YNHHS shall submit notarized reports to OHCA for the periods of October 1 – September 30 with reports due November and May certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:</p> <p>a. Affirmation of the continuation of all L+MH services as described herein.</p>	<p>For 15-32033-CON Condition 32 requirements a through e and g, D&amp;T will obtain a copy of YNHHS's notarized Management Representation to OHCA that 15-32033-CON Condition 32 requirements a through e and g have been met.</p>
<p><b>Financial Reporting</b></p>	
<p><u>15-32033-CON Condition 8</u>: For three (3) years following the Closing Date, YNHHS shall submit to OHCA a financial measurement report. This report shall be submitted on a semi-annual basis and show current month and year-to-date data and comparable prior year period data for L+MH and L+M. The required information is due no later than two (2) months after the end of each semi-annual period (fiscal year). Due dates are May 31st and November 30<sup>th</sup>, beginning May 2017. The following financial measurements/indicators should be addressed in the report: (i) <b>Operating performance</b> to include operating margin, non-operating margin, and total margin; (ii) <b>Liquidity</b> to include current ratio, days cash on hand, days in net accounts receivables, and average payment period; (iii) <b>Leverage and capital structure</b> to include long-term debt to equity, long-term debt to capitalization,</p>	<p>D&amp;T will obtain the financial measurement report and review work papers to ensure that they are consistent with financial reports being submitted to L+M Hospital Board and that the required elements and financial measurements are appropriately recorded in the report; we will confirm the timely submission of each report.</p>

Condition	D&T Procedure
<p>unrestricted cash to debt, times interest earned ratio, debt service coverage ratio, and equity financing ratio; and (iv) <b>Additional Statistics</b> to include income from operations, revenue over (under) expense, cash from operation, cash and cash equivalents, net working capital, free cash flow (and the elements used in the calculation, unrestricted net assets/retained earnings, bad debt as a percentage of gross revenue, and credit ratings.</p>	
<p><u>15-32033-CON Condition 32f</u>: A detailed and comprehensive document showing a five-year plan (the "plan") to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include the following additional information in its annual report.</p> <ol style="list-style-type: none"> <li data-bbox="375 1104 922 1304">i. Narrative updates on the progress of implementation of the plan. These updates shall include the status of integration activities and adoption by L+MH and L+M of YNHHS non-clinical shared services opportunities;</li> <li data-bbox="375 1339 922 1902">ii. A report identifying L+M and L+MH cost saving totals since the Closing Date for the following Operating Expense Categories: Salaries and Wages, Fringe Benefits, Contractual Labor Fees, Medical Supplies and Pharmaceutical Costs, Depreciation and Amortization, Bad Debts, Interest Expense, Malpractice Expense, Utilities, Business Expenses and Other Operating Expenses. The categories shall be consistent with the major operating expense categories (Categories A,B,C,D,E,F,G,H,I,J, and K) that are in use at the time of reporting in the OHCA Hospital Reporting System ("HRS") Report 175 or successor report. YNHHS shall also file a narrative describing the</li> </ol>	<p>For 15-32033-CON Condition #32F, D&amp;T will obtain the Five-Year Plan prepared by YNHHS and the ongoing six month reports based on fiscal year. We will verify that the required elements are included in the report and are documented and supported by underlying information. We will confirm timely submission of all reports (OHCA's, HRS, Report 100, Report 150 and Report 175 and succession reports to OHCA.</p>



Condition	D&T Procedure
<p>specifics of the cost savings for each of these major expense categories;</p> <p>iii. A completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports; and</p> <p>iv. For L+MH, a completed Hospital Operating Expenses by Expense Category and Department report. The format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 175 or successor report.</p>	
<p><u>15-32032-CON Condition 7c</u>: Every six months (the "six month reports") until September 30, 2018 and each year thereafter (each an "annual report"), YNHHS shall submit notarized reports to OHCA for the periods of October 1 through March 31 (due May 31) and April 1 through September 30 (due November 30) certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:</p> <p>A detailed and comprehensive document showing a five-year plan (the "plan") to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include a completed Balance Sheet, Statement of Operations, and Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports; and</p>	<p>Refer to procedures for 15-32033-CON Condition #32f in the work plan above.</p>

Condition	D&T Procedure
<p><u>15-32033-CON Condition 6:</u> Within one hundred and eighty (180) days following the Closing Date, the Applicants shall file with OHCA the total price<sup>5</sup> per "unit of service" for each of the top 25 most frequent MS-DRGs (inpatient) and top 25 most frequent CPT codes (outpatient) for L+MH services. The first filing shall be for the period October 1, 2015 – September 30, 2016. The Applicants shall provide the same information for three (3) full fiscal years thereafter, within sixty (60) days following the end of a fiscal year. OHCA shall provide the format for the filing. OHCA is imposing this condition to ensure that the proposed transfer of ownership does not adversely affect health care costs.</p>	<p>D&amp;T will obtain YNHHSC’s analysis of the top 25 most frequent MS-DRGs and CPT codes and related weighted average price information.</p> <p>D&amp;T will review work papers to confirm information and timely filing.</p> <p>* 1<sup>st</sup> filing is due within 180 days (March 2017); 2<sup>nd</sup> filing is due 60 days after the close of FY2017 which is 11/30/17 and the 3<sup>rd</sup> filing is due 60 dates after the close of FY2018 which is 11/30/18.</p>
<b>Cost and Market Impact Review</b>	
<p><u>15-32033-CON Condition 22:</u> Within ninety days of the Date of Closing, YNHHSC shall initiate a cost and market impact review which shall comply with Connecticut General Statute Section 19a-639f, which such analysis shall include and shall be utilized to establish the baseline cost structure set forth below:</p> <p>a. Establishing a baseline cost structure and total price per unit of service (the "baseline CMIR") and establishing a cap on annual increases in total price per unit of service (as defined below) for L+MH and LMMG (the "annual CMIR update"). YNHHSC shall retain an independent consultant, subject to OHCA's approval, to conduct the baseline CMIR and the annual CMIR update and shall pay all costs associated with the cost and market review. To the extent that all data is not available to comply with the provisions of section 19a-639f the baseline CMIR shall be adjusted to reflect such information when it becomes available.</p>	<p>D&amp;T will confirm that YNHHSC initiated this review within 90 days of closing by obtaining a copy of the relevant contract/engagement letter as evidence. D&amp;T will also confirm that the analysis addresses the required elements.</p> <p>D&amp;T will obtain a copy of the CMIR performed by the Independent Consultant.</p> <p>D&amp;T will meet annually with the Independent Consultant.</p>

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<sup>5</sup>For purposes of this calculation, “total prices per unit of service” will be the weighted average price across all payers per unit of service.

Condition	D&T Procedure
<p>b. In conducting the baseline CMIR and annual CMIR update, the cost and market impact review shall analyze the factors relative to L+MH and LMMG in accordance with subsection (d) of section 19a-639f of the general statutes and the Eastern Connecticut market more specifically: (a) L+MH and LMMG's size and market share within their primary and secondary service areas; (b) L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services in Eastern Connecticut; (c) L+MH and LMMG cost and cost trends in comparison to total healthcare expenditures statewide; (d) the availability and accessibility of services similar to those provided by L+MH and LMMG in their primary and secondary service areas; (e) the role of L+MH and LMMG in serving at-risk, underserved and government payer populations, including those with behavioral, substance use disorder and mental health conditions, within their primary and secondary service areas; (f) the role of L+MH and LMMG in providing low margin or negative margin services within their primary and secondary service areas; (g) general market conditions for hospitals and medical foundations in the state and in Eastern Connecticut in particular; and (h) and other conditions that the independent consultant determines to be relevant to ensuring that L+MH and LMMG prices do not exceed the market price for similar services in Eastern Connecticut.</p>	
<p>c. In recognition that the baseline CMIR pursuant to Connecticut General Statute Section 19a-639f shall be conducted after the Date of Closing, in the event that the baseline CMIR finds a likelihood of materially increased prices as a result of the L+M affiliation with YNHHSC, notwithstanding these conditions, the Commissioner of Public Health (Commissioner) and YNHHSC shall meet and confer for the purposes of determining further conditions as necessary to</p>	

Condition	D&T Procedure
<p>correct such condition and to create a performance improvement plan to address the conditions. The Commissioner shall determine whether YNHHS is in compliance with such performance improvement plan. Prior to the end of each fiscal year, the independent consultant shall conduct the annual CMIR update and use the results of such annual CMIR update to establish a cap on any increase in the price per unit of service for the upcoming fiscal year. Nothing herein shall prohibit the independent consultant from considering and recommending any recommendations of the Certificate of Need Task Force on cost containment measures or a cap on annual cost or price increases.</p> <p>d. The independent consultant shall report to and take direction from the Commissioner. The independent consultant in establishing the cap shall take into consideration the cost reductions reflective of the efficiencies resulting from the affiliation and the annual cost of living of the primary service area or the Eastern Connecticut area.</p> <p>e. The independent consultant shall provide the baseline CMIR and the annual CMIR update to OHCA within thirty days of completion. OHCA shall keep confidential all nonpublic information and documents obtained as part of the baseline CMIR and the annual CMIR update and shall not disclose the information or documents to any person without the consent of YNHHS and L+M, unless required to do by law.</p>	
<p><u>15-32032-CON Condition 3:</u> Within ninety days of the Date of Closing, YNHHS shall initiate a cost and market impact review which shall comply with Connecticut General Statute Section 19a-639f, which such analysis shall include and shall be utilized to establish the baseline cost structure set forth below:</p> <p>a. Establishing a baseline cost structure and total price per unit of service (the "baseline CMIR") and establishing a cap on annual increases in total price per unit of service (as defined in d. below)</p>	<p>Refer to procedures for 15-32033-CON Condition #22 above.</p>

Condition	D&T Procedure
<p>for L+MH and LMMG (the "annual CMIR update"). Yale New Haven shall retain an independent consultant, subject to OHCA's approval, to conduct the baseline CMIR and the annual CMIR update and shall pay all costs associated with the cost and market review. To the extent that all data is not available to comply with the provisions of section 19a-639f the baseline CMIR shall be adjusted to reflect such information when it becomes available.</p> <p>b. In conducting the baseline CMIR and annual CMIR update, the cost and market impact review shall analyze the factors relative to L+MH and LMMG in accordance with subsection (d) of section 10a-639f of the general statutes and the Eastern Connecticut market more specifically: (a) L+MH and LMMG's size and market share within their primary and secondary service areas; (b) L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services in Eastern Connecticut; (c) L+MH and LMMG cost and cost trends in comparison to total healthcare expenditures statewide; (d) the availability and accessibility of services similar to those provided by L+MH and LMMG in their primary and secondary service areas; (e) the role of L+MH and LMMG in serving at-risk, underserved and government payer populations, including those with behavioral, substance use disorder and mental health conditions, within their primary and secondary service areas; (f) the role of L+MH and LMMG in providing low margin or negative margin services within their primary and secondary service areas; (g) general market conditions for hospitals and medical foundations in the state and in Eastern Connecticut in particular; and (h) and other conditions that the independent consultant determines to be relevant to ensuring that L+MH and LMMG prices do not exceed the market price for similar services in Eastern Connecticut.</p> <p>c. In recognition that the baseline CMIR pursuant to Connecticut General Statute Section 19a-639f shall be conducted after the Date of Closing, in</p>	



Condition	D&T Procedure
<p>the event that the baseline CMIR finds a likelihood of materially increased prices as a result of the L+M affiliation with YNHHS, notwithstanding these conditions, the Commissioner of Public Health (Commissioner) and YNHHS shall meet and confer for the purpose of determining further conditions as necessary to correct such condition and to create a performance improvement plan to address the conditions. The Commissioner shall determine whether YNHHS is in compliance with such performance improvement plan. Prior to the end of each fiscal year, the independent consultant shall conduct the annual CMIR update and use the results of such annual CMIR update to establish a cap on any increase in the price per unit of service for the upcoming fiscal year. Nothing herein shall prohibit the independent consultant from considering and recommending any recommendations of the Certificate of Need Task Force on cost containment measures or a cap on annual cost or price increases.</p> <p>d. The independent consultant shall take direction from the Commissioner of the Department of Public Health. The independent consultant in establishing the cap shall take into consideration the cost reductions reflective of the efficiencies resulting from the affiliation and the annual cost of living of the primary service area or the Eastern Connecticut area.</p> <p>e. The independent consultant shall provide the baseline CMIR and the annual CMIR update to OHCA within thirty days of completion. OHCA shall keep confidential all nonpublic information and documents obtained as part of the baseline CMIR and the annual CMIR update and shall not disclose the information or documents to any person without the consent of YNHHS and L+M, unless required to do so by law. The confidential information and documents shall not be public records and shall be exempt from disclosure under Connecticut General Statute Section 1-210.</p>	

Condition	D&T Procedure
<p><u>15-32033-CON Condition 23:</u> For purposes of determining the price per unit of service:</p> <ul style="list-style-type: none"> <li>f. A "unit of service" for inpatient hospital services shall be a case categorized by an ICD-9-DM/ICD-10-DM diagnosis code or a Diagnosis-Related Group (DRG) code and identified by the Connecticut Department of insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently occurring acute care hospital inpatient primary diagnoses, the fifty most frequently provided acute care hospital inpatient principal procedures, and the twenty-five most frequent inpatient surgical procedures.</li> <li>g. A "unit of service" for outpatient hospital services shall be a procedure or service categorized by a Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding (HCPC) code and identified by the Connecticut Department of Insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently provided outpatient procedures, the twenty-five most frequent outpatient surgical procedures and the twenty-five most frequent imaging procedures performed in the state.</li> <li>h. A "unit of service" for physician services shall be a work Relative Value Unit (wRVU).</li> <li>i. The baseline to be established as of the Date of Closing for L+M's total price per unit of service for physician services and inpatient and outpatient hospital services is inclusive of all administrative overhead, other ancillary fees including, but not limited to facility fees and the total price per unit shall reflect the total price of such service.</li> <li>j. All administrative costs for overhead, ancillary fees, facility fees or any other fees which are reflected in the total price per unit shall be determined by the independent consultant to be within any annual cap established.</li> </ul>	<p>D&amp;T will obtain a copy of the CMIR performed by the Independent Consultant. D&amp;T will meet annually with the Independent Consultant.</p> <p>D&amp;T will not perform any additional procedures in the role of Monitor as it relates to 15-32033-CON Condition #23.</p>
<p><u>15-32032-CON Condition 4:</u> For purposes of determining the price per unit of service:</p> <ul style="list-style-type: none"> <li>a. A "unit of service" for inpatient hospital services shall be a case categorized by an ICD-9-DM/ICD-</li> </ul>	<p>D&amp;T will obtain a copy of the CMIR performed by the Independent Consultant.</p>

Condition	D&T Procedure
<p>10-DM diagnosis code or a Diagnosis-Related Group (DRG) code and identified by the Connecticut Department of insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently occurring acute care hospital inpatient primary diagnoses, the fifty most frequently provided acute care hospital inpatient principal procedures, and the twenty-five most frequent inpatient surgical procedures.</p> <p>b. A "unit of service" for outpatient hospital services shall be a procedure or service categorized by a Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding (HCPC) code and identified by the Connecticut Department of Insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently provided outpatient procedures, the twenty-five most frequent outpatient surgical procedures and the twenty-five most frequent imaging procedures performed in the state.</p> <p>c. A "unit of service" for physician services shall be a work Relative Value Unit (wRVU).</p> <p>d. The baseline to be established as of the Date of Closing for L+M's total price per unit of service for physician services and inpatient and outpatient hospital services is inclusive of all administrative overhead, other ancillary fees including, but not limited to facility fees and the total price per unit shall reflect the total price of such service.</p> <p>e. All administrative costs for overhead, ancillary fees, facility fees or any other fees which are reflected in the total price per unit shall be determined by the independent consultant to be within any annual cap established.</p>	<p>D&amp;T will meet annually with the Independent Consultant.</p> <p>D&amp;T will not perform any additional procedures in the role of Monitor as it relates to 15-32033-CON Condition #23.</p>

Condition	D&T Procedure
<p><u>15-32033-CON Condition 20 Paragraph 1</u>: L+M and YNHHSC shall maintain the current L+MH and Lawrence + Memorial Medical Group (LMMG) commercial health plan contracts in effect as of the Date of Closing for a period following the Date of Closing to December 31, 2017. Rates or scheduled increases in such previously negotiated rates that are in effect on the Date of Closing shall be maintained for a period ending December 31, 2017. Any L+M commercial health plan contracts that expire prior to December 31, 2017 shall be extended to December 31, 2017 and any contracts without expiration dates shall be continued under their current previously negotiated terms for a period from the Date of Closing to December 31, 2017. No increase in negotiated rate schedules shall be negotiated during the periods set forth in this paragraph.</p>	<p>D&amp;T will evaluate and verify that contracts are maintained in accordance with this condition. We will meet with YNHHSC Management to read the contracts and confirm that this condition is met.</p>
<p><u>15-32033-CON Condition 32c</u>: Affirmation that L+MH and LMMG commercial health plan contracts in place as of the Date of Closing are/were maintained through the remainder of their terms, and that any new contracts are consistent with the commitments of Conditions (20), (21) and (22) above.</p>	<p>For 15-32033-CON Condition 32c, D&amp;T will obtain a copy of YNHHSC's Management Representation to OHCA that Condition 32c requirements have been met. We will meet with YNHHSC Management to read the contracts and confirm that this condition is met.</p>

Condition	D&T Procedure
<p><u>15-32033-CON Condition 20 Paragraphs 2/3</u>: Upon the expiration of any such L+M commercial health plan contracts after such period, L+M and YNHHS shall negotiate new rates based on L+M's post-Closing cost structure, taking into account any cost or price reductions, i.e. efficiencies, achieved as a result of the affiliation and in addition as set forth in paragraph 25 herein. YNHHS shall not impose a single System-wide rate and shall, for L+MH and LMMG, maintain a negotiated rate structure reflective of the market conditions applicable generally to hospitals and medical foundations in Eastern Connecticut.</p> <p>For a period of five years from the Date of Closing in the case of L+MH, and twenty-eight months from the Date of Closing in the case of LMMG, any annual increase in the total price per unit of service (as defined below) for L+MH and LMMG shall be subject to cap determined through the process set forth below. It is the intent of the parties that such cap shall serve as a cap for the purpose of assuring patient affordability for services delivered by L+MH and LMMG.</p>	<p>D&amp;T will obtain the Independent Consultant/CMIR Report which should address/provide analysis to confirm paragraphs 2 and 3 of 15-32033-CON Condition #20. D&amp;T as the Monitor will not independently perform additional/separate procedures related to paragraphs 2 and 3 of 15-32033-CON Condition #20.</p>



Condition	D&T Procedure
<p><u>15-32032-CON Condition 1</u>: Lawrence &amp; Memorial Medical Group (LMMG) commercial health plan contracts in effect as of the Date of Closing for a period following the Date of Closing to December 31, 2017. Rates or scheduled increases in such previously negotiated rates that are in effect on the Date of Closing shall be maintained for a period ending December 31, 2017. Any L+M commercial health plan contracts that expire prior to December 31, 2017 shall be extended to December 31, 2017 and any contracts without expiration dates shall be continued under their current previously negotiated terms for a period from the Date of Closing to December 31, 2017. No increase in negotiated rate schedules shall be negotiated during the periods set forth in this paragraph.</p> <p>Upon the expiration of any such L+M commercial health plan contracts after such period, L+M and YNHHS shall negotiate new rates based on L+M's post-Closing cost structure, taking into account any cost or price reductions, i.e. efficiencies, achieved as a result of the affiliation. YNHHS shall not impose a single System-wide rate and shall, for L+MH and LMMG, maintain a negotiated rate structure reflective of the market conditions applicable generally to hospitals and medical foundations in Eastern Connecticut.</p> <p>For a period of five years from the Date of Closing in the case of L+MH, and twenty-eight months from the Date of Closing in the case of LMMG, any annual increase in the total price per unit of service (as defined below) for L+MH and LMMG shall be subject to a cap determined through the process set forth in Paragraphs 3 and 4 below. It is the intent of the parties that such cap shall serve as a cap for the purpose of assuring patient affordability for services delivered by L+MH and LMMG.</p>	<p>Refer to procedures for 15-32033-CON Condition #20 outlined here and 1532033-CON Condition 20a, 20b and 20c.</p>

Condition	D&T Procedure
<p><u>15-32032-CON Condition 7a</u>: Every six months (the "six month reports") until September 30, 2018 and each year thereafter (each an "annual report"), YNHHS shall submit notarized reports to OHCA for the periods of October 1 through March 31 (due May 31) and April 1 through September 30 (due November 30) certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:</p> <p>a. Affirmation that L+MH and LMMG commercial health plan contracts in place as of the Date of Closing are/were maintained through the remainder of their terms, and that any new contracts are consistent with the commitments of paragraphs (20), (21) and (22) above.</p>	<p>Refer to procedures for 15-32033-CON Condition #32c.</p>
<p><u>15-32033-CON Condition 21a</u>: With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):</p> <p>a. LMMG and NEMG will integrate as of the Closing Date, and when NEMG is able to abide by the commitment set forth in paragraph 20 above, i.e. physicians providing services through NEMG to L + M patients, that were not providing services as of the Date of Closing, shall charge prices for services (site specific charges) based upon LMMG commercial health plan contracts and total price per unit of service, LMMG and NEMG shall implement the statutory merger contemplated in the Certificate of Need Application.</p>	<p>D&amp;T will receive samples of payer submissions for LMMG physicians and obtain YNHHS's Management Representation submitted to OHCA relative to compliance with 15-32033-CON Condition #21a.</p>

Condition	D&T Procedure
<p><u>15-32032-CON Condition 2a:</u> With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):</p> <p>a. LMMG and NEMG will integrate as of the Closing Date, and when NEMG is able to abide by the commitment set forth in paragraph I above, i.e. physicians providing services through NEMG to L+M patients, that were not providing services as of the Date of Closing, shall charge prices for services (site specific charges) based upon LMMG commercial health plan contracts and total price per unit of service, LMMG and NEMG shall implement the statutory merger contemplated in the Certificate of Need Application.</p>	<p>Refer to procedures for 15-32033-CON Condition #21a above.</p>
<p><u>15-32033-CON Condition 21b:</u> With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):</p> <p>Physicians who are hired, recruited or contracted by a YNHHS affiliate to provide professional services (other than in a licensed hospital department) in the primary service area (which may from time to time change), currently the communities of East Lyme, Groton, Ledyard, Lyme, Montville, New London, North Stonington, Old Lyme, Preston, Salem, Stonington and Waterford, and in the following specialties shall be billed at the LMMG commercial health plan negotiated rates subject to the provisions of paragraph 20: family medicine; general medicine; internal medicine; obstetrics and gynecology; endocrinology; and psychiatry. Current LMMG physicians providing services in the primary service area as of the Date of Closing in any specialties shall be subject to the provisions of paragraph 20.</p>	<p>D&amp;T will obtain YNHHS's Management Representation submitted to OHCA relative to compliance with 15-32033-CON Condition #21b.</p>

Condition	D&T Procedure
<p><u>15-32032-CON Condition 2b:</u> With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):</p> <p>b. Physicians who are hired, recruited or contracted by a YNHHS affiliate to provide professional services (other than in a licensed hospital department) in the primary service area (which may from time to time change), currently the communities of East Lyme, Groton, Ledyard, Lyme, Montville, New London, North Stonington, Old Lyme, Preston, Salem, Stonington and Waterford, and in the following specialties shall be billed at the LMMG commercial health plan negotiated rates subject to the provisions of paragraph 1: family medicine; general medicine; internal medicine; obstetrics and gynecology; endocrinology; and psychiatry. Current LMMG physicians providing services in the primary service area as of the Date of Closing in any specialties shall be subject to the provisions of paragraph 1.</p>	<p>Refer to procedures for 15-32033-CON Condition #21b above.</p>
<b>Independent Monitor</b>	
<p><u>15-32033-CON Condition 15:</u> Within sixty (60) days after the Closing Date, YNHHS shall contract with an Independent Monitor who has experience in hospital administration and regulation. The Independent Monitor shall be retained at the sole expense of YNHHS. Representatives of OHCA and FLIS will approve the Independent Monitor's appointment. The Independent Monitor shall be engaged for a minimum period of two (2) years<sup>6</sup> following the Closing, which may be extended for another year at OHCA's and/or FLIS's discretion. The Independent Monitor will be responsible for monitoring the Applicants' compliance with the Conditions set forth in this Order. The Applicants shall provide the</p>	<p>D&amp;T and YNHHS will execute an Engagement Letter by the required date. A copy of this Engagement Letter will be provided to OHCA.</p>

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<sup>6</sup> The Monitor may be required for only 1 (one) year or up to five (5) years as determined in writing by OHCA.

Condition	D&T Procedure
<p>Independent Monitor with appropriate access to L+MH and its applicable records in order to enable the Independent Monitor to fulfill its functions hereunder. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify and monitor compliance with the conditions set forth herein.</p> <p>NOTE: See Condition #33a (appointment of Monitor requirement)</p>	
<p><u>15-32033-CON Condition 16:</u> The Independent Monitor will report to both OHCA and FLIS. The Independent Monitor shall conduct on-site visits of L+MH on no less than a semi-annual basis<sup>7</sup> to assess adherence to DPH's Consent Order. The Independent Monitor shall furnish a written report of his or her assessment to OHCA and FLIS within thirty (30) days of the completion of each on-site review. YNHHSC will have the opportunity to review and provide written responses to the report. As OHCA deems necessary, the Independent Monitor shall meet with OHCA and FLIS personnel to discuss the written report and will perform additional periodic reviews. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify and monitor compliance with the Conditions set forth herein.</p>	<p>D&amp;T will plan, at a minimum, two site visits per year. The site visits will include meetings with Administration/Leadership and review of any documentation requested by D&amp;T. D&amp;T will provide a report that summarizes the activities from the prior six month period along with any recommendations or observations to YNHHSC, OHCA, and FLIS.</p> <p>Procedures associated with 15-32033-CON Condition #16 are expected to coincide/satisfy 15-32033-CON Conditions 33b and 33d as well.</p>
<p><u>15-32033-CON Condition 33:</u> In addition to the above, L+M and YNHHSC make the following commitment for a period of five years post-Closing:</p> <p>a. L+M and YNHHSC shall appoint an independent monitor at their own cost (selected by YNHHSC and L+M and approved by OHCA) to serve as a post-transfer compliance monitor.</p>	<p>For 15-32033-CON Condition #33a, refer to 15-32033-CON Condition #15.</p> <p>15-32033-CON Condition #33b – D&amp;T will meet with CHNA/CHIP “participation</p>

<sup>7</sup> The semi-annual basis will be defined as six months post-closing and on the anniversary of the closing date to coincide with meetings with the community representatives per Conditions # 33b and 33d



Condition	D&T Procedure
<p>b. Such monitor shall, at a minimum meet with representatives of the L+M community at six months after the Date of Closing and annually and shall report to OHCA in accordance with Section 19a-639(e) of the general statutes and specifically address: (i) L+M's compliance with the Certificate of Need Order; and (ii) the level of community benefits and uncompensated care provided by L+M during the prior period.</p>	<p>group<sup>8</sup> in March 2017 for an initial introduction and will meet with this group annually thereafter to present the annual Monitor report. Relative to (ii), Refer to the procedures performed per Conditions #11 and #31. Minutes will be maintained by D&amp;T of these meetings and provided to OHCA upon request.</p>
<p>c. L+M shall provide the monitor with reasonable access to its public filings and facilities and all other financial information necessary for the purposes of carrying out the monitor's duties.</p>	<p>With respect to 15-32033-CON #33d, D&amp;T will review the public notice and attend the public forum held by YNHHSC and confirm that it includes members of the CHIP (Community Health Improvement Program) group.</p>
<p>d. L+M shall hold a public forum in New London at six months after the Date of Closing and not less than annually thereafter during the monitoring period to provide for public review and comment on the monitor's reports and findings.</p>	<p>With respect to 15-32033-CON #33e, D&amp;T agrees to provide written notice of any deficiencies as required.</p>
<p>e. If the Independent Monitor determines that YNHHSC and L+M are substantially out of compliance with the conditions to the CON, the monitor shall notify YNHHSC and L+M in writing regarding the deficiency. Within two weeks of such notice, the monitor shall convene a meeting with representatives from YNHHSC and L+M for the purpose of determining compliance and any appropriate connective action plan. If YNHHSC and L+M fail to implement a plan of correction satisfactory to the monitor within thirty days of such meeting, the monitor shall report such substantial noncompliance and its impact on health care costs and accessibility to OHCA. OHCA shall determine whether such non-compliance has had a material negative impact and what remedy is reasonably necessary to bring YNHHSC and L + M into compliance and shall have the right to enforce</p>	<p>With respect to 15-32033-CON #33e, D&amp;T agrees to provide written notice of any deficiencies as required.</p>

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<sup>8</sup> See attached list.

Condition	D&T Procedure
<p>these conditions by all means and remedies available to it under law and equity, including but not limited to Conn. Gen. Stat. 19a-642 and the right to impose and collect a civil penalty under Conn. Gen. Stat. 19a-653. In addition, in the event OHCA determines YNHHSC and L+M are in material non-compliance, OHCA may order YNHHSC and L+M to provide additional community benefits as necessary to mitigate the impact of such non-compliance.</p>	
<p><u>15-32032-CON Condition 8</u>: In addition to the above, L+M and YNHHSC make the following commitment for a period of five years post-Closing:</p> <ol style="list-style-type: none"> <li>a. L+M and YNHHSC shall appoint an independent monitor at their own cost (selected by YNHHSC and L+M and approved by OHCA) to serve as a post-transfer compliance monitor.</li> <li>b. Such monitor shall, at a minimum meet with representatives of the L+M community at six months after the Date of Closing and annually and shall report to OHCA in accordance with Section 19a-639(e) of the general statutes and specifically address: (i) L+M's compliance with the Certificate of Need Order; and (ii) the level of community benefits and uncompensated care provided by L+M during the prior period.</li> <li>c. L+M shall provide the monitor with reasonable access to its public filings and facilities and all other financial information necessary for the purposes of carrying out the monitor's duties.</li> <li>d. L+M shall hold a public forum in New London at six months after the Date of Closing and not less than annually thereafter during the monitoring period to provide for public review and comment on the monitor's reports and findings.</li> </ol>	<p>Refer to procedures for 15-32033-CON Condition #33 a through e above.</p>

Condition	D&T Procedure
<p>e. If the Independent Monitor determines that YNHHSC and L+M are substantially out of compliance with the conditions to the CON, the monitor shall notify YNHHSC and L+M in writing regarding the deficiency. Within two weeks of such notice, the monitor shall convene a meeting with representatives from YNHHSC and L+M for the purpose of determining compliance and any appropriate corrective action plan. If YNHHSC and L+M fail to implement a plan of correction satisfactory to the monitor within thirty days of such meeting, the monitor shall report such substantial noncompliance and its impact on health care costs and accessibility to OHCA. OHCA shall determine whether such non-compliance has had a material negative impact and what remedy is reasonably necessary to bring YNHHSC and L + M into compliance and shall have the right to enforce these conditions by all means and remedies available to it under law and equity, including but not limited to Conn. Gen. Stat. 19a-642 and the right to impose and collect a civil penalty under Conn. Gen. Stat. 19a-653 In addition, in the event OHCA determines YNHHSC and L+M are in material non-compliance, OHCA may order YNHHSC and L+M to provide additional community benefits as necessary to mitigate the impact of such non-compliance.</p>	
<p><b>Community Benefit</b></p>	
<p><u>15-32033-CON Condition 11</u>: The Applicants shall maintain community benefit programs and community building activities for L+MH for three (3) years after the Closing Date consistent with L+MH's most recent Schedule H of IRS Form 990 or shall provide such other community benefit programs and community building activities that are at least as generous and benevolent to the community as L+MH's current programs, and the Applicants shall apply no less than a 1% increase per year for the next three (3) years toward the L+MH's community building activities in terms of dollars spent.</p>	<p>D&amp;T will obtain L+MH's most recent Schedule H of IRS Form 990 to act as a baseline. We will then compare on an annual basis the results of that year to the baseline in order to verify that the 1 percent increase requirement has been met.</p> <p>D&amp;T will also obtain the YNHHSC report/summary on</p>

Condition	D&T Procedure
<p>In determining L+MH' s participation and investment in both community benefits and community building activities, the Applicants shall address the health needs identified by the applicable CHNA in effect at the time and the population health management objectives, including social determinants of health, contained in the related Implementation Strategy.</p> <p>a. On an annual basis, YNHHSC shall identify the amounts and uses related to community benefits and community building and shall discuss how such investments and support are being applied toward the health needs identified in the CHNA and population health management objectives. Such reporting shall be filed within thirty (30) days of the anniversary date of the Closing for three years and shall be posted on L+MH's website. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	<p>the amounts and uses related to community benefits and community building per the categories identified in the CHNA. D&amp;T will evaluate these reports/summaries as compared to the CHNA and defined population health management objectives and will discuss any questions with YNHHSC Management. D&amp;T will confirm that these documents are filed in a timely manner and posted to the L+MH website.</p>
<p><u>15-32033-CON Condition 31:</u> L+M and YNHHSC have agreed to maintain at least the same level of community benefit consistent with L+M's most recent Schedule H of IRS Form 990 and its Community Health Needs Assessment (CHNA). L+M and YNHHSC agree to conduct an updated Community Health Needs Assessment by no later than December 31, 2016, and provide services in accordance with implementation plan adopted as part of the updated CHNA process and provide OHCA with its updated CHNA within thirty days of its approval.</p>	<p>After obtaining L+M's baseline Schedule H of IRS Form 990, D&amp;T will obtain and confirm that L+M and YNHHSC have increased community benefit by 1% per year for the first three (3) years of this agreement. Thereafter for years 4 and 5, we will confirm that the level of community benefit provided in year 3 was at least maintained (not required to increase in years 4 and 5).</p> <p>Cross-reference to 15-32033-CON Condition #11.</p>
<p><u>15-32033-CON Condition 32h:</u> A narrative description of L+M's community benefit commitments described herein, including without limitation the amounts spent and a description of such spending to support and invest in the communities that L+M serves.</p>	<p>Relative to 15-32033-CON Condition #32h, see procedures performed for 15-32033-CON Conditions #11 and #31.</p>

Condition	D&T Procedure
<p><u>15-32033-CON Condition 12</u>: The Applicants shall work toward making culturally and linguistically appropriate services available and integrated throughout L+MH's operations. Specifically, the Applicants shall ensure that L+MH shall take reasonable steps to provide meaningful access to each individual with limited English proficiency eligible to be served or likely to be encountered in its health programs and activities, in accordance with the implementing regulations of Section 1557 of the Patient Protection and Affordable Care Act. Additionally, the Applicants shall provide at L+MH, appropriate insurance navigator services for patients and, where appropriate, English as a second language and cultural competency training for employees. In complying with this Condition, the Applicants shall ensure that L+MH shall be guided by the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care published by the U.S. Department of Health and Human Services' Office of Minority Health. For three (3) years following the Closing Date, YNHHSC shall submit a written report on its activities directed at meeting this Condition. Such reporting shall be filed within thirty (30) days of the anniversary date of the Closing and shall be posted on L+MH's website. OHCA is imposing this Condition so as to ensure continued access to health care services for the patient population.</p>	<p>D&amp;T will obtain and review interpreter services policies and contracts as applicable. Additionally, our team will obtain the cultural competency plan, training and related policies. We will also obtain YNHHSC's report and supporting documents and confirm the timely filing of these materials.</p>
<b>Charity Care Policies</b>	
<p><u>15-32033-CON Condition 9</u>: Following the Closing Date, L+MH will adopt YNHHSC's financial assistance (charity and free care) policies or adopt other policies that are at least as generous and benevolent to the community as L+MH's current policies, consistent with state and federal law. These policies shall be posted on the website pages of L+MH and as additionally required by applicable law, OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	<p>D&amp;T will obtain copies of the relevant financial assistance policies and confirm that L+MH has adopted YNHHSC's financial assistance policies (or policies at least as generous as these policies) using L+M Hospital board resolutions. After verifying that this step has been properly completed, we will confirm that these policies are properly posted on L+MH's website.</p>



Condition	D&T Procedure
<p><u>15-32033-CON Condition 10</u>: For three (3) years following the Closing Date, YNHHSC shall provide written notice to OHCA of any modification, amendment or revision to the charity care, indigent care and community volunteer services policies of L+MH within thirty (30) days of such change. The notice of these changes shall be accompanied by copies of any revised policies and the notice and revised policies shall be posted on the website of L+MH simultaneously with their submission to OHCA. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	<p>After obtaining original L+MH policies on charity care, indigent care, and community volunteer services, D&amp;T will read and assess these policies on an annual basis for changes. When changes are made to these policies, we will confirm OHCA is notified (as required) and revised policies are posted to the L+MH website.</p>
<p><u>15-32033-CON Condition 32e</u>: Affirmation that L+M has adopted the YNHHSC Financial Assistance Program Policies currently in effect as of the date hereof, and that such Policies, if amended, provide assistance to patients that is at least as generous as the YNHHSC Financial Assistance Program Policies currently in effect as of the date hereof.</p>	<p>For 15-32033-CON Condition 32 requirements a through e and g, D&amp;T will obtain a copy of YNHHSC's Management Representation to OHCA that Condition 32 requirements a through e and g have been met.</p>
<b>Employment Conditions</b>	
<p><u>15-32033-CON Condition 27</u>: L+M shall continue to recognize all collective bargaining units currently organized at an L+M affiliate, and honor the collective bargaining agreements currently in place.</p>	<p>D&amp;T will obtain a copy of YNHHSC's Management Representation to OHCA that 15-32033-CON Condition #27 has been met.</p>
<p><u>15-32033-CON Condition 32g</u>: Affirmation of the labor and employment commitments described herein, including but not limited to L+M's service sites continued honoring of collective bargaining agreements in place as of the date hereof.</p>	<p>See others below</p>

Condition	D&T Procedure
<p><u>15-32033-CON Condition 28</u>: Employees of any L+M affiliate shall not be required to reapply for their positions as a result of the affiliation. To the extent that any L+M employees leave their employment at L+M service sites within ninety days following the Closing Date and obtain employment with a YNHHS C affiliate, such employees' seniority shall be preserved (e.g., eligibility for benefits consistent with total years of service).</p>	<p>D&amp;T will obtain a copy of YNHHS C's Management Representation to OHCA that 15-32033-CON Condition #28 has been met.</p>
<p><u>15-32032-CON Condition 6</u>: Employees of any L+M affiliate shall not be required to reapply for their positions as a result of the affiliation. To the extent that any L+M employees leave their employment at L+M service sites within ninety days following the Closing Date and obtain employment with a YNHHS C affiliate, such employees' seniority shall be preserved (e.g., eligibility for benefits consistent with total years of service).</p>	<p>Refer to procedures for 15-32033-CON Condition #28.</p>
<p><u>15-32033-CON Condition 29</u>: L+MH shall maintain its current wage and salary structures for its non-bargaining or non-represented employees based on hospitals of similar scope, size and market conditions in Connecticut.</p>	<p>D&amp;T will obtain a copy of YNHHS C's Management Representation to OHCA that 15-32033-CON Condition #29 has been met.</p>
<p><u>15-32033-CON Condition 30</u>: L+M and YNHHS C shall use their best efforts to achieve efficiencies through the management of vacancies and attrition and to minimize the elimination of individuals' jobs.</p>	<p>D&amp;T will obtain a copy of YNHHS C's Management Representation to OHCA that 15-32033-CON Condition #30 has been met.</p>

Condition	D&T Procedure
<b>Governance</b>	
<p><u>15-32033-CON Condition 14:</u> For three (3) years following the Closing Date, the Applicants shall allow for one (1) community representative to serve as voting members of L+MH' s Board of Directors with rights and obligations consistent with other voting members under L+MH's Board of Director Bylaws. The Applicants shall select the community representative in a manner that ensures the appointment of an unbiased individual who will fairly represent the interests of the communities served by L+MH. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	<p>D&amp;T will confirm the appointment of this individual (community representative) to the L+MH Board as evidenced by Board minutes. We will discuss the selection process with Management and document our understanding of the selection process/qualifications of the individual.</p>
<p><u>15-32033-CON Condition 17:</u> For three (3) years following the Closing Date, the Applicants shall hold a meeting of the YNHHS Board and L+M Board ("Joint Board Meetings") at least twice annually. Such Joint Board Meetings shall be followed by a meeting to which the public is invited in advance and at which the public is informed of L+MH's activities and afforded an opportunity to ask questions and make comments. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	<p>To confirm compliance with this provision, D&amp;T will obtain minutes from these Joint Board Meetings and confirm that notice of the public meetings is posted with proper notice.</p> <p>D&amp;T will attend the public meetings as part of the Monitor role.</p>
<p><u>15-32033-CON Condition 26:</u> As described in the Affiliation Agreement, YNHHS is committed to maintaining local governance at L+M. The L+M Board of Directors shall continue as a fiduciary board composed of a majority of members who reside in the communities served by L+M with the only change in composition being the addition of the President/CEO of YNHHS (or his or her designee) serving as an ex-officio member. Each director of the L+M Board of Directors shall have an equal vote. The L+M Board shall be empowered and supported to oversee local performance and to create and sustain connections with the community. Subject to certain reserved powers for YNHHS, the L+M Board of directors will have the right to approve any major new programs and clinical services, or the discontinuation or consolidation of any such programs.</p>	<p>D&amp;T will obtain and evaluate the Board of Directors bylaws to confirm that L+M Board maintains rights and powers specified in the Order.</p>

Condition	D&T Procedure
<p align="center"><b>Licensure, Physician Office Conversion, Cost Savings Attainment</b></p>	
<p><u>15-32033-CON Condition 13</u>: The Applicants shall abide by all requirements of licensure that may be imposed by the Facility Licensing and Investigations Section ("FLIS") of the Department of Public Health ("DPH") in any Pre-Licensing Consent Order or similar agreement that FLIS may enter with these parties. OHCA is imposing this Condition to ensure that quality health care services are provided to the patient population.</p>	<p>D&amp;T will, if necessary, work with DPH to ensure compliance with this Condition.</p>
<p><u>15-32033-CON Condition 24</u>: L+M and YNHHSC shall not convert any L+M physician offices (including those that will be merged into NEMG) to hospital-based status.</p>	<p>D&amp;T will obtain a copy of YNHHSC's Management Representation to OHCA that 15-32033-CON Condition #24 has been met.</p>
<p><u>15-32033-CON Condition 32d</u>: Affirmation that no L+M physician office has been converted to hospital-based status.</p>	<p>D&amp;T will obtain a copy of YNHHSC's Management Representation to OHCA that 15-32033-CON Condition #32d has been met.</p>
<p><u>15-32032-CON Condition 5</u>: L+MH and YNHHSC shall not convert any L+M physician offices (including those that will be merged into NEMG) to hospital-based status.</p>	<p>Refer to procedures for 15-32033-CON Condition #24 above.</p>
<p><u>15-32032-CON Condition 7b</u>: Every six months (the "six month reports") until September 30, 2018 and each year thereafter (each an "annual report"), YNHHSC shall submit notarized reports to OHCA for the periods of October 1 through March 31 (due May 31st) and April 1 through September 30 (due November 30th) certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:</p> <p>Affirmation that no L+M physician office has been converted to hospital-based status.</p>	<p>Refer to procedures for 15-32033-CON Condition #32f above.</p>
<p><u>15-32033-CON Condition 25</u>: L+M shall attain cost savings as a result of the affiliation with YNHHSC as described in the CON application.</p>	<p>D&amp;T will obtain and read YNHHSC's reporting created per 15-32033-CON condition #32f.</p>

**Footnote 8 Attachment**

Representative	Thames Valley Council of Community Action
Representative	Universal Health Foundation
Representative	United Community and Family Services
Representative	NL County Food Policy Council
Representative	Groton Parks and Recreation
Representative	Hispanic Alliance
Representative	Ledge Light Health District
Representative	Uncas Health District
Representative	City of New London
Representative	Community Foundation of Eastern CT
Representative	Connecticut College
Representative	Community Health Center, Inc.
Representative	Higher Edge
Representative	UConn Health Disparities Institute
Representative	Chamber of Commerce of Eastern Connecticut
Representative	Greater Mystic Chamber of Commerce
Representative	Rotary Clubs of New London and Groton
Representative	Southeastern Connecticut Women's Network
Representative	Tribal Councils



## **APPENDIX B: GENERAL BUSINESS TERMS**

### **Client: Yale New Haven Health Services Corporation (“Yale New Haven Health” or the “System”)**

**1. Services.** It is understood and agreed that the services provided by Deloitte & Touche LLP (Deloitte & Touche) (as defined in paragraph 13) (the “Services”) under the engagement letter to which these terms are attached (the “Engagement Letter”) may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the System. For purposes of these terms and the Engagement Letter, the “System” shall mean Yale New Haven Health Services Corporation and its subsidiaries. Yale New Haven Health Services Corporation represents and warrants that it has the power and authority to execute this agreement on behalf of, and to bind, itself and its subsidiaries.

**2. Exclusion.** Deloitte & Touche represents and warrants that neither Deloitte & Touche nor any of its employees providing the Services: (1) has ever been (A) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; (B) excluded or debarred from participation in any federal health care program, including Medicare and Medicaid; or (C) otherwise sanctioned by the federal government, including being listed on the General Services Administration’s Excluded Party Listing System and (2) shall notify System immediately in the event that the Consultant (A) is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; (B) is excluded or debarred from participation in any federal health care program, including Medicare and Medicaid; or (C) is otherwise sanctioned by the federal government, including being listed on the General Services Administration’s Excluded Party Listing System. System may terminate this Agreement immediately in the event that Deloitte & Touche or any of its employees (A) is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; (B) is excluded from or debarred from participation in any federal health care program, including Medicare and Medicaid; or (C) is otherwise sanctioned by the federal government, including being listed on the General Services Administration’s Excluded Party Listing System.

**3. Payment of Invoices.** Deloitte & Touche’s invoices are due upon presentation. Without limiting its rights or remedies, Deloitte & Touche shall have the right to halt or terminate the Services entirely if payment is not received within sixty (60) days of the invoice date. The System shall be responsible for all taxes imposed on the Services or on the transaction, other than Deloitte & Touche’s income taxes or tax imposed by employment withholding, and other than taxes imposed on Deloitte & Touche’s property.

**4. Term.** Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of the Services. This engagement may be terminated by either party at any time, with or without cause, by giving written notice to the other party not less than sixty (60) days before the effective date of termination, provided that, in the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period. Deloitte & Touche may terminate this engagement upon written notice to the System if it determines that (a) a governmental, regulatory, or professional entity (including, without limitation, the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board, or the Securities and Exchange Commission), or an entity having the force of law, has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of

which would render Deloitte & Touche's performance of any part of the engagement illegal or otherwise unlawful or in conflict with independence or professional rules; or (b) circumstances change (including, without limitation, changes in ownership of the System or any of its affiliates) such that Deloitte & Touche's performance of any part of the engagement would be illegal or otherwise unlawful or in conflict with independence or professional rules. Upon termination of the engagement, the System will compensate Deloitte & Touche under the terms of the Engagement Letter for the Services performed and expenses incurred through the effective date of termination.

## **5. Deliverables.**

a) Deloitte & Touche has created, acquired, or otherwise has rights in, and may, in connection with the performance of the Services, employ, provide, modify, create, acquire, or otherwise obtain rights in, works of authorship, materials, information, and other intellectual property (collectively, the "Deloitte & Touche Technology").

b) Except as provided below, upon full and final payment to Deloitte & Touche hereunder, the tangible items specified as deliverables or work product in the Engagement Letter (the "Deliverables") shall become the property of the System. To the extent that any Deloitte & Touche Technology is contained in any of the Deliverables, Deloitte & Touche hereby grants the System, upon full and final payment to Deloitte & Touche hereunder, a royalty-free, fully paid-up, worldwide, nonexclusive license to use such Deloitte & Touche Technology in connection with the Deliverables.

c) To the extent that Deloitte & Touche utilizes any of its property (including, without limitation, the Deloitte & Touche Technology or any hardware or software of Deloitte & Touche) in connection with the performance of the Services, such property shall remain the property of Deloitte & Touche and, except for the license expressly granted in the preceding paragraph, the System shall acquire no right or interest in such property. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that (1) Deloitte & Touche shall own all right, title, and interest, including, without limitation, all rights under all copyright, patent, and other intellectual property laws, in and to the Deloitte & Touche Technology and (2) Deloitte & Touche may employ, modify, disclose, and otherwise exploit the Deloitte & Touche Technology (including, without limitation, providing services or creating programming or materials for other clients). Deloitte & Touche does not agree to any terms that may be construed as precluding or limiting in any way its right to (1) provide consulting or other services of any kind or nature whatsoever to any person or entity as Deloitte & Touche in its sole discretion deems appropriate or (2) develop for itself, or for others, materials that are competitive with or similar to those produced as a result of the Services, irrespective of their similarity to the Deliverables.

d) To the extent any Deloitte & Touche Technology provided to the System hereunder is a product (to the extent it constitutes merchandise within the meaning of section 471 of the Internal Revenue Code), such Deloitte & Touche Technology is licensed to the System by Deloitte & Touche as agent for Deloitte & Touche Products Company LLC on the terms and conditions herein. The assignment and license grant in this paragraph 5 do not apply to any works of authorship, materials, information, or other intellectual property (including any modifications or enhancements thereto or derivative works based thereon) that is subject to a separate license agreement between the System and a third party, including without limitation, Deloitte & Touche Products Company LLC.

**6. Limitation on Warranties. THIS IS A SERVICES ENGAGEMENT. DELOITTE & TOUCHE WARRANTS THAT IT SHALL PERFORM THE SERVICES IN GOOD FAITH AND WITH DUE PROFESSIONAL CARE. DELOITTE & TOUCHE DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**7. Limitation on Damages and Indemnification.**

a) The System agrees that Deloitte & Touche, its subcontractors, and their respective personnel shall not be liable to the System for any claims, liabilities, or expenses relating to this engagement (“Claims”) for an aggregate amount in excess of two (2) times the fees paid by the System to Deloitte & Touche pursuant to this engagement, except to the extent finally judicially determined to have resulted primarily from the bad faith, or intentional misconduct of Deloitte & Touche or its subcontractors.

b) Except with respect to Claims for which a party has an indemnification obligation hereunder, in no event shall either party, its subcontractors, or their respective personnel be liable for any loss of use, data, goodwill, revenues, or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this engagement.

c) Except for those claims for which Deloitte & Touche has agreed to indemnify the System pursuant to paragraph 7(d) and, 7(e), the System shall indemnify and hold harmless Deloitte & Touche, its subcontractors, and their respective personnel from all Claims of third parties arising from the use or disclosure of the Services or the Deliverables, except to the extent finally judicially determined to have resulted primarily from the recklessness, bad faith, or intentional misconduct of Deloitte & Touche or its subcontractors.

d) Deloitte & Touche shall indemnify, defend and hold harmless the System, its directors, officers, employees and agents from and against any and all Claims, including reasonable attorneys' fees, in each case solely for bodily injury, death or physical damage to real or tangible personal property, to the extent such Claims are caused by Deloitte & Touche's negligent acts, negligent errors or negligent omissions. In the event such Claims are caused by the joint or concurrent negligence of the parties, they shall be borne by each party in proportion to such party's negligence.

e) Deloitte & Touche agrees to defend the System, its officers and employees from and against any and all claims and pay any settlement costs or any final judgments, including reasonable defense costs and reasonable legal fees, arising out of infringement by the Deliverables of any U.S. patent known to Deloitte & Touche or copyright or any unauthorized use of any trade secret or trademark, except to the extent that such infringement or unauthorized use arises from (i) the System's modification of the Deliverables or use thereof in a manner not contemplated by this engagement, (ii) the failure of the System to use any corrections or modifications made available by Deloitte & Touche, (iii) information, materials, instructions or specifications provided by or on behalf of the System, (iv) the System's distribution, marketing or use for the benefit of third parties of the Deliverables, or (v) the use of the Deliverable in combination with any product or data not provided by Deloitte & Touche whether or not with Deloitte & Touche's consent. If any such Deliverable, or any portion thereof, becomes, or in Deloitte & Touche's reasonable judgment, is likely to become the subject of a claim based upon infringement or unauthorized use, or if any such Deliverable or

any portion thereof, is found by final, non-appealable order of a court of competent jurisdiction to be such an infringement or unauthorized use, Deloitte & Touche, at its option and expense, shall have the right to (x) procure for the System the continued use of such Deliverable, (y) replace or modify such Deliverable provided that the replacement or modified Deliverable is reasonably capable of performing substantially the same function, or (z) require the System to cease use of such Deliverable and refund an appropriate portion of the fee paid with respect to the affected Deliverable. The foregoing provisions of this Paragraph constitute the sole and exclusive remedy of the System, and the sole and exclusive obligation of Deloitte & Touche, relating to a claim that a Deliverable infringes any patent, copyright or other intellectual property right of a third party.

**8. Client Responsibilities.** The System shall cooperate with Deloitte & Touche in the performance by Deloitte & Touche of the Services, including, without limitation, providing Deloitte & Touche with reasonable facilities and timely access to data, information, and personnel of the System. The System shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and information provided to Deloitte & Touche for purposes of the performance by Deloitte & Touche of the Services. The System acknowledges and agrees that Deloitte & Touche's performance is dependent upon the timely and effective satisfaction of the System's responsibilities hereunder and timely decisions and approvals of the System in connection with the Services. Deloitte & Touche shall be entitled to rely on all decisions and approvals of the System. The System shall be solely responsible for, among other things (a) making all management decisions and performing all management functions, (b) designating a competent management member to oversee the Services, (c) evaluating the adequacy and results of the Services, (d) accepting responsibility for the results of the Services, and (e) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities.

**9. Force Majeure.** Neither party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate by the other party (including, without limitation, entities or individuals under its control, or any of their respective officers, directors, employees, other personnel and agents), acts or omissions or the failure to cooperate by any third party, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority.

**10. [Reserved]**

**11. Independent Contractor.**

(a) Deloitte & Touche and System acknowledge and agree that Deloitte & Touche is being retained as an independent contractor, and that Deloitte & Touche shall be responsible for determining the manner and means by which Deloitte & Touche performs the Services. Nothing herein shall be construed to make Deloitte & Touche an employee or agent of System, to entitle Deloitte & Touche to receive the benefits of any employee benefit plan of System, or to create a joint venture or partnership or fiduciary relationship between the parties. Neither party shall not make an unauthorized representation or warranty concerning the products or services of the other party or commit the other party to any agreement or obligation.

(b) No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Deloitte & Touche hereunder. Deloitte & Touche agrees to indemnify System against, and to defend and hold System harmless from, any liabilities, claims, costs or expenses (including reasonable attorneys' fees) which may be made against System, or incurred by System, in respect of any such payroll or employment taxes.

(c) No workers' compensation insurance has been or will be obtained by System on account of Deloitte & Touche.

## **12. Confidentiality and Internal Use.**

a) The System agrees that all Services and Deliverables shall be solely for the System's informational purposes and internal use, and are not intended to be, and should not be, used by any person or entity other than the System. Except as otherwise specifically provided in the Engagement Letter, the System further agrees that such Services and Deliverables shall not be circulated, quoted, disclosed, or distributed to, nor shall reference to such Services or Deliverables be made to, any person or entity other than the System and other contractors of the System to whom the System may disclose the Deliverables solely for the purpose of such contractors providing services to the System relating to the subject matter of this engagement, provided that the System shall ensure that such contractors do not further circulate, quote, disclose, or distribute such Deliverables, or make reference to such Deliverables, to any person or entity other than the System. Notwithstanding the foregoing, the System shall not be prohibited from creating its own materials based on the content of such Services and Deliverables and using and disclosing such System-created materials for external purposes, provided that the System does not, expressly or by implication, in any manner whatsoever, attribute such materials to Deloitte & Touche or otherwise refer to or identify Deloitte & Touche in connection with such materials.

b) To the extent that, in connection with this engagement, either party (each, the "receiving party") comes into possession of any trade secrets or other proprietary or confidential information of the other (the "disclosing party"), it will not disclose such information to any third party without the disclosing party's consent. The disclosing party hereby consents to the receiving party disclosing such information (1) to subcontractors, whether located within or outside of the United States, that are providing services in connection with this engagement and that have agreed to be bound by confidentiality obligations similar to those in this paragraph 12(b); (2) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; or (3) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure in breach hereof, (ii) becomes available to the receiving party on a nonconfidential basis from a source other than the disclosing party that the receiving party believes is not prohibited from disclosing such information to the receiving party by obligation to the disclosing party, (iii) is known by the receiving party prior to its receipt from the disclosing party without any obligation of confidentiality with respect thereto, or (iv) is developed by the receiving party independently of any disclosures made by the disclosing party to the receiving party of such information. In satisfying its obligations under this paragraph 12(b), each party shall maintain the other's trade secrets and proprietary or



confidential information in confidence using at least the same degree of care as it employs in maintaining in confidence its own trade secrets and proprietary or confidential information, but in no event less than a reasonable degree of care. Nothing in this paragraph 12(b) shall alter the System's obligations under paragraph 12(a). Notwithstanding anything to the contrary herein, the System acknowledges that Deloitte & Touche, in connection with performing the Services, may develop or acquire experience, skills, knowledge, and ideas that are retained in the unaided memory of its personnel. The System acknowledges and agrees that Deloitte & Touche may use and disclose such experience, skills, knowledge, and ideas.

**13. Survival and Interpretation.** All paragraphs herein relating to payment of invoices, deliverables, limitation on warranties, limitation on damages and indemnification, limitation on actions, confidentiality and internal use, survival and interpretation, assignment, nonexclusivity, waiver of jury trial and governing law shall survive the expiration or termination of this engagement. For purposes of these terms, "Deloitte & Touche" shall mean Deloitte & Touche LLP and, for purposes of paragraph 7, shall also mean Deloitte & Touche Products Company LLC, one of its subsidiaries. The System acknowledges and agrees that no affiliated or related entity of Deloitte & Touche, whether or not acting as a subcontractor, or such entity's personnel shall have any liability hereunder to the System or any other person and the System will not bring any action against any such affiliated or related entity or such entity's personnel in connection with this engagement. Without limiting the foregoing, affiliated and related entities of Deloitte & Touche are intended third-party beneficiaries of these terms, including, without limitation, the limitation on liability and indemnification provisions of paragraph 7, and the agreements and undertakings of the System contained in the Engagement Letter. Any affiliated or related entity of Deloitte & Touche may in its own right enforce such terms, agreements, and undertakings. **The provisions of paragraphs 7, 13, 15, and 18 hereof shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy.**

**14. Assignment and Subcontracting.** Except as provided below, neither party may assign, transfer, or delegate any of its rights or obligations hereunder (including, without limitation, interests or Claims) without the prior written consent of the other party. The System hereby consents to Deloitte & Touche subcontracting any of Deloitte & Touche's rights or obligations hereunder to (a) any affiliate or related entity, whether located within or outside of the United States. Services performed hereunder by Deloitte & Touche's subcontractors shall be invoiced as professional fees on the same basis as Services performed by Deloitte & Touche's personnel, unless otherwise agreed.

**15. Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT.**

**16. Nonsolicitation.** During the term of this engagement and for a period of one (1) year thereafter, each party agrees that its personnel (in their capacity as such) who had direct and substantive contact in the course of this engagement with personnel of the other party shall not, without the other party's consent, directly or indirectly employ, solicit, engage, or retain the services of such personnel of the other party. In the event a party breaches this provision, the breaching party shall be liable to the aggrieved party for an amount equal to thirty percent (30%) of the annual base compensation of the relevant personnel in his or her new position. Although such payment shall be the aggrieved party's exclusive means of monetary recovery from the breaching party for breach of this provision, the aggrieved party shall be entitled to seek injunctive or other

equitable relief. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

**17. Entire Agreement, Amendment, and Notices.** These terms, and the Engagement Letter, including exhibits, constitute the entire agreement between the parties with respect to this engagement; supersede all other oral and written representations, understandings, or agreements relating to this engagement; and may not be amended except by written agreement signed by the parties. In the event of any conflict, ambiguity, or inconsistency between these terms and the Engagement Letter, these terms shall govern and control. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when either personally served or mailed by certified or registered mail, return receipt requested to the addresses first set forth above.

**18. Governing Law, Jurisdiction and Venue, and Severability.** These terms, the Engagement Letter, including exhibits and all matters relating to this engagement shall be governed by, and construed in accordance with, the laws of the State of Connecticut (without giving effect to the choice of law principles thereof). Any action based on or arising out of this engagement or the Services provided or to be provided hereunder shall be brought and maintained exclusively in any court of the State of Connecticut or any federal court of the United States, in each case located in the State of Connecticut. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum. If any provision of these terms or the Engagement Letter is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

**19. Non-Use of YNHHS Name.** Deloitte & Touche shall not use YNHHS name or logo, or the name of any YNHHS facility, in any way other than in connection with the Services, including in any advertising or promotional media as a customer or client of Deloitte & Touche, without obtaining the prior written consent of System.

**20. False Claims.** Deloitte & Touche acknowledges that System has provided it with access to its policy on False Claims and Payment Fraud Prevention (the "Policy") located on its internet site at [www.ynhhs.org/FalseClaims.pdf](http://www.ynhhs.org/FalseClaims.pdf). The False Claims Act imposes civil penalties on people and companies who knowingly submit a false claim or statement to a federally funded program, or otherwise conspire to defraud the government, in order to receive payment. It also protects people who report suspected fraud.

**21. Personal Inducements.** Deloitte & Touche represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered or will be paid or distributed by or on behalf of Deloitte & Touche to YNHHS and/or the employees, officers, or directors of YNHHS or its member hospitals, or to any other person, party or entity affiliated with YNHHS or its member hospitals, as an inducement to purchase or to influence the purchase of services by YNHHS or its member hospitals from Deloitte & Touche.

**22. No Undisclosed Relationships.** Deloitte & Touche represents and warrants to the System that, except for those relationships (if any) Deloitte & Touche has disclosed to the System in writing, as of the date of this Agreement the Deloitte & Touche and Deloitte FAS personnel that provide services under this Agreement: (i) do not have a financial relationship with any of the System's trustees, officers, employees, or medical staff members, (ii) will not establish or otherwise create any such relationship after the Effective Date without disclosing such relationship to the System in writing, and (iii) Deloitte & Touche will promptly notify the System in writing if its Engagement Partner for the Services becomes aware of the existence of any such relationship during the course of the services provided under this Agreement. Notwithstanding any other provision of this Agreement or any other agreement between the System and Deloitte & Touche, the System may terminate this Agreement upon written notice to Deloitte & Touche in the event the System becomes aware of any such relationship (through disclosure by Deloitte & Touche or otherwise).

**23. General Compliance.** Deloitte & Touche shall comply with all applicable standards, statutes, rules, regulations, acts and orders of the United States, its departments, agencies, and bureaus, and of any applicable state or political subdivision thereof, including without limitation, laws and regulations pertaining to labor, wages, hours, conditions of employment, environmental protection, hazardous and infectious materials, identity theft, as applicable to Deloitte & Touche in its performance of the Services hereunder.

**24. Equal Employment Opportunities.** Deloitte LLP (the parent company of Deloitte & Touche) and its subsidiaries (together, referred to as "Deloitte" for purposes of this Section 24) are equal opportunity employers. Deloitte recruits, employs, trains, compensates, and promotes without regard to race, religion, creed, color, citizenship, national origin, age, gender, gender identity/expression, sexual orientation, marital status, disability, veteran status, or any other legally protected basis, in accordance with applicable federal, state, or local law. Deloitte makes reasonable attempts to accommodate the expression of religious beliefs, as long as that expression does not harass or intimidate coworkers or place an undue hardship on its business.

As a federal contractor, Deloitte also provides an affirmative action program for minorities, women, disabled and Vietnam-era veterans, and persons with disabilities.

In response to a request from a qualified individual with a disability, Deloitte will make a reasonable accommodation that would allow that individual to perform the essential functions of his or her job, unless doing so would create undue hardship on its business.

**25. Access to Records.** In the event that the Engagement Letter provides for services to be performed by Vendor worth \$10,000 or more over a 12-month period, Deloitte & Touche agrees, until the expiration of four years after the termination of the Arrangement, to make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General and their representatives, pursuant to a proper request, the Agreement, if any, and all books, documents and records necessary to certify the nature and extent of the cost of those services. If Deloitte & Touche carries out any of the duties described herein through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives pursuant to a proper request to the related organization's books, documents and records necessary to certify the nature and extent of the cost of those services. In the event Deloitte & Touche receives a request for access, Deloitte & Touche agrees to notify YNHHS immediately and to consult with YNHHS regarding the response to the request.

**26. Security and Access.** Deloitte & Touche shall comply with all YNHHS policies and procedures pertaining to visitation, confidentiality, security and vendor identification as are provided to it in writing prior to execution of the Engagement Letter. YNHHS may issue non-employee identification badges under certain conditions; in the event that any non-employee identification badge is issued to an employee of Deloitte & Touche, Deloitte & Touche agrees to cause such employee to prominently display such badge at all times while on YNHHS premises. All badges must be surrendered by Deloitte & Touche when requested by YNHHS. Non-compliance with any of the above policies shall be deemed a breach of the Engagement Letter.

## **APPENDIX C: Business Associate Addendum**

This Appendix (“Appendix C”) is part of the attached engagement letter dated November 7, 2016 between Deloitte & Touche LLP (“D&T”) and Yale New Haven Health Services Corporation and its subsidiaries (“YNHH”). If and to the extent, and so long as, required by HIPAA or HITECH (each as defined below), and not otherwise, D&T and YNHH hereby agree to the following in connection with D&T’s performance of services under the engagement letter to which this Business Associate Appendix is attached (such engagement letter, the “Engagement Letter,” together with this Business Associate Appendix and all other attachments, appendices, and exhibits to the Engagement Letter, this “Agreement”). D&T agrees that for purposes of this Appendix C, D&T is a business associate of YNHH to the extent that, in performance of the Services, D&T qualifies as a “business associate” as that term is defined at 45 C.F.R §160.103.

- (A) Unless otherwise specified in this Business Associate Appendix, all capitalized terms used in this Business Associate Appendix shall have the meanings established for purposes of HIPAA or HITECH, as applicable. Specific statutory or regulatory citations used in this Business Associate Appendix shall mean such citations as amended and in effect from time to time.
1. “Compliance Date” shall mean, with respect to any applicable provision in this Business Associate Appendix, the later of the date by which compliance with such provision is required under HITECH and the effective date of this Agreement.
  2. “Electronic Protected Health Information” shall mean Protected Health Information that is transmitted or maintained in electronic media.
  3. “HIPAA” shall mean the Health Insurance Portability and Accountability Act, 42 U.S.C. §§ 1320d through 1320d-8, as amended from time to time, and all associated existing and future implementing regulations, when effective and as amended from time to time.
  4. “HITECH” shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§ 17921-17954, as amended from time to time, and all associated existing and future implementing regulations, when effective and as amended from time to time.
  5. “Protected Health Information” shall mean the term as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received or created on behalf of, the Client by D&T pursuant to performance of the Services.
  6. “Privacy Rule” shall mean the federal privacy regulations issued pursuant to HIPAA, as amended from time to time, codified at 45 C.F.R. Part 164 (Subparts A and E).
  7. “Security Rule” shall mean the federal security regulations issued pursuant to HIPAA, as amended from time to time, codified at 45 C.F.R. Part 164 (Subparts A and C).
  8. “Services” shall have the meaning set forth in the attached engagement letter, and, if not therein defined, shall mean the services described in the Engagement Letter to be performed by D&T for the Client.
  9. “Unsecured Protected Health Information” shall mean Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a



technology or methodology specified by the Secretary in the regulations or guidance issued pursuant to 42 U.S.C. § 17932(h)(2).

(B) With regard to D&T's use and disclosure of Protected Health Information:

1. D&T may use and disclose Protected Health Information as reasonably required or contemplated in connection with the performance of the Services, excluding the use or further disclosure of Protected Health Information in a manner that would violate the requirements of the Privacy Rule, if done by the Client. Notwithstanding the foregoing, D&T may use and disclose Protected Health Information for the proper management and administration of D&T as provided in 45 C.F.R. § 164.504(e)(4).
2. D&T will not use or further disclose Protected Health Information other than as permitted or required by this Business Associate Appendix, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e), or as otherwise Required by Law.
3. D&T will implement and use appropriate administrative, physical, and technical safeguards to (1) prevent use or disclosure of Protected Health Information other than as permitted or required by this Business Associate Appendix; (2) reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that D&T creates, receives, maintains, or transmits on behalf of the Client; and (3) as of the Compliance Date of 42 U.S.C. § 17931, comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316.
4. D&T will, without unreasonable delay report to the Client (1) any use or disclosure of Protected Health Information not provided for by this Business Associate Appendix of which it becomes aware in accordance with 45 C.F.R. § 164.504(e) (2) (ii) (C); and/or (2) any Security Incident affecting Electronic Protected Health Information of which D&T becomes aware in accordance with 45 C.F.R. § 164.314(a) (2) (C).
5. D&T will, without unreasonable delay, and in any event no later than ten (10) business days after Discovery, notify the Client of any Breach of Unsecured Protected Health Information. The notification shall include, to the extent possible (and subsequently as the information becomes available), the identification of all individuals whose Unsecured Protected Health Information is reasonably believed by D&T to have been Breached along with any other available information that is required to be included in the notification to the Individual, the Secretary, and/or the media, all in accordance with the data breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 and 164 (Subparts A, D, and E), as of their respective Compliance Dates.
6. D&T will ensure that any subcontractors or agents to whom D&T provides Protected Health Information agree to the same restrictions and conditions that apply to D&T with respect to such Protected Health Information. To the extent that D&T provides Electronic Protected Health Information to a subcontractor or agent, it will require the subcontractor or agent to implement reasonable and appropriate safeguards to protect the Electronic Protected Health Information consistent with the requirements of this Business Associate Appendix.

7. D&T will, to the extent that Protected Health Information in D&T's possession constitutes a Designated Record Set, make available such Protected Health Information in accordance with 45 C.F.R. § 164.524.
8. In the event that D&T, in connection with the Services, uses or maintains an Electronic Health Record of Protected Health Information of or about an Individual, D&T will provide an electronic copy of such Protected Health Information in accordance with 42 U.S.C. § 17935(e) as of its Compliance Date.
9. D&T will, to the extent that Protected Health Information in D&T's possession constitutes a Designated Record Set, make available such Protected Health Information for amendment and incorporate any amendments to such information as directed by the Client, all in accordance with 45 C.F.R. § 164.526.
10. D&T will document and make available the information required to provide an accounting of disclosures of Protected Health Information, in accordance with 45 C.F.R. § 164.528.
11. In the event that D&T, in connection with the Services, uses or maintains an Electronic Health Record of Protected Health Information of or about an Individual, D&T will make an accounting of disclosures of such Protected Health Information in accordance with the requirements for accounting of disclosures made through an Electronic Health Record in 42 U.S.C. § 17935(c), as of its Compliance Date.
12. D&T will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary for purposes of determining the Client's compliance with the Privacy Rule.
13. D&T will, as of the Compliance Date of 42 U.S.C. § 17935(b), limit any request, use, or disclosure by D&T of Protected Health Information, to the extent practicable, to the Limited Data Set of such Protected Health Information (as defined in 45 C.F.R. § 164.514(e)(2)), or, if the request, use, or disclosure by D&T of Protected Health Information, not in a Limited Data Set, is necessary for D&T's performance of the Services, D&T will limit the amount of such Protected Health Information requested, used, or disclosed by D&T to the minimum necessary to accomplish the intended purpose of such request, use, or disclosure, respectively; provided, however, that the requirements set forth above in this subsection (13) shall be superseded and replaced by the requirements of the "minimum necessary" regulations or guidance to be issued by the Secretary (pursuant to 42 U.S.C. § 17935(b)(1)(B)) on and after its Compliance Date.
14. D&T will not directly or indirectly receive remuneration in exchange for any Protected Health Information as prohibited by 42 U.S.C. § 17935(d) as of its Compliance Date.
15. D&T will not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. § 17936(a) as of its Compliance Date.
16. D&T will not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. § 17936(b) as of its Compliance Date.

(C) In addition to any other obligation set forth in this Agreement, including this Business Associate Appendix, the Client agrees that it will: (1) not make any disclosure of Protected Health Information to

D&T if such disclosure would violate HIPAA, HITECH, or any applicable federal or state law or regulation; (2) not request D&T to use or make any disclosure of Protected Health Information in any manner that would not be permissible under HIPAA, HITECH, or any applicable federal or state law or regulation if such use or disclosure were done by the Client; and (3) limit any disclosure of Protected Health Information to D&T, to the extent practicable, to the Limited Data Set of such Protected Health Information, or, if the disclosure of Protected Health Information that is not in a Limited Data Set is necessary for D&T's performance of the Services, to limit the disclosure of such Protected Health Information to the minimum necessary to accomplish the intended purpose of such disclosure, provided, however, that the requirements set forth above in this part (3) shall be superseded and replaced by the requirements of the "minimum necessary" regulations or guidance to be issued by the Secretary (pursuant to 42 U.S.C. § 17935(b)(1)(B)) on and after its Compliance Date.

- (D) If either the Client or D&T knows of either a violation of a material term of this Business Associate Appendix by the other party or a pattern of activity or practice of the other party that constitutes a material breach or violation of this Business Associate Appendix, the non-breaching party will provide written notice of the breach or violation to the other party that specifies the nature of the breach or violation. In the event that the breaching party does not cure the breach or end the violation on or before thirty (30) days after receipt of the written notice, the non-breaching party may do the following:
  - (i) if feasible, terminate this Agreement; or
  - (ii) if termination of this Agreement is infeasible, report the issue to the Secretary.
- (E) D&T will, at termination of this Agreement, if feasible, return or destroy all Protected Health Information that D&T still maintains in any form and retain no copies of Protected Health Information or, if such return or destruction is not feasible (such as in the event that the retention of Protected Health Information is required for archival purposes to evidence the Services), D&T may retain such Protected Health Information and shall thereupon extend the protections of this Business Associate Appendix to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction of such Protected Health Information infeasible.
- (F) Any other provision of this Agreement that is directly contradictory to one or more terms of this Business Associate Appendix shall be superseded by the terms of this Business Associate Appendix to the extent and only to the extent of the contradiction and only for the purpose of the Client's and D&T's compliance with HIPAA and HITECH. The terms of this Business Associate Appendix, to the extent they are unclear, shall be construed to allow for compliance by the Client and D&T with HIPAA and HITECH.

In addition, the Client agrees to compensate D&T for any time and expenses that we may incur in responding to requests for documents or information under HIPAA, HITECH, or any regulations promulgated under HIPAA or HITECH.

Nothing contained in this Business Associate Appendix is intended to confer upon any person (other than the parties hereto) any rights, benefits, or remedies of any kind or character whatsoever, whether in contract, statute, tort (such as negligence), or otherwise, and no person shall be deemed a third-party beneficiary under or by reason of this Business Associate Appendix.

## Greer, Leslie

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**From:** Roberts, Karen  
**Sent:** Wednesday, November 23, 2016 8:41 AM  
**To:** Greer, Leslie  
**Cc:** Cotto, Carmen  
**Subject:** FW: Yale and L&M acquisition  
**Attachments:** union.pdf

Please put in the Yale/L+M records (both records). Karen

*Karen Roberts*

Principal Health Care Analyst  
Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308  
P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)



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**From:** Martone, Kim  
**Sent:** Tuesday, November 22, 2016 3:06 PM  
**To:** Capozzalo, Gayle ([Gayle.Capozzalo@ynhh.org](mailto:Gayle.Capozzalo@ynhh.org))  
**Subject:** Yale and L&M acquisition

Gayle, please see the attached letter from multiple organizations and individuals objecting to the approval of Deloitte and Touche as the Independent Monitor for the Yale-New Haven Hospital System settlement agreement. Please address all allegations in full detail with supporting documentation as needed. As I advised when we met on November 15th, I do feel it is important for you and/or your community representative to meet with these organizations and individuals to inform them of such decisions as this acquisition moves forward. In light of the assertions made in the attached letter, I am hereby restating my request and ask that your discussions include the points outlined in the letter. Further, OHCA reserves the right to reverse its approval of the monitor based on your response to the attached letter.

Kim

**Kimberly R. Martone**

Director of Operations, Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13 CMN, Hartford, Connecticut 06134  
Phone: 860-418-7029 Fax: 860-418-7053  
Email: [Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov) Website: [www.ct.gov/ohca](http://www.ct.gov/ohca)

November 17, 2016

Honorable Raul Pino  
Commissioner of Public Health  
State of Connecticut  
410 Capitol Ave.  
PO Box 340308  
Hartford CT 06134

Dear Commissioner Pino:

The undersigned organizations and individuals write to express our strong objection to your approval of Deloitte & Touche as the Independent Monitor for the Yale New Haven Hospital System settlement agreement.

We are local and statewide community leaders and organizations, committed to ensuring quality, affordable health care services continue to be provided in this region. We believe the appointment of Deloitte & Touche undermines this essential objective. Deloitte & Touche have been one of Yale-New Haven Health's top five outside contractors for each of the past 10 years, earning \$30 million over that time. Last year the Securities and Exchange Commission charged these consultants with violating auditor independence rules — charges that Deloitte agreed to settle by paying the federal agency more than \$1 million. We do not believe these are the appropriate credentials for the important task of overseeing the transformation of our region's health care.

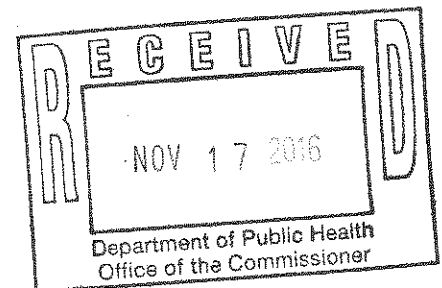
The Independent Monitor and Independent Consultant required by the Agreement must act with, and be perceived to act with unimpeachable integrity. The enforcement burdens on the Independent Monitor and Consultant are extremely heavy – the Agreement contains unprecedented consumer protections, and as the first in the history of the state, the Cost and Market Impact Review will establish the standard for future analyses under the statute. Financial or other conflicts of interest between Yale New Haven Health and the Independent Monitor and Consultant will create powerful incentives to weaken the protections. Even the appearance of conflict will severely damage public confidence in the Office of Health Care Access, the statute and the integrity of Yale New Haven Health Services Corporation.

We urge you, Commissioner Pino, to reject Yale's proposal to assign any consultant with such a clear conflict of interest or a record of violating independent auditing rules

Please feel free to contact us with any questions.

Thank you in advance for your consideration of our request.

Sincerely,







Tom Swan, Executive Director  
Connecticut Citizen Action Group



David Pickus, President  
SEIU Healthcare 1199NE



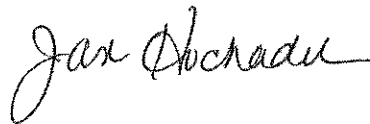
Ellen Andrews, Executive Director  
Connecticut Health Policy Project



Connie Holt, Secretary-Treasurer  
UNITE HERE Local 217



Ocean Pellet  
United Action Connecticut



Jan Hochadel, President  
AFT Connecticut

## Greer, Leslie

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**From:** Capozzalo, Gayle <Gayle.Capozzalo@ynhh.org>  
**Sent:** Tuesday, November 29, 2016 4:49 PM  
**To:** User, OHCA; Martone, Kim; Roberts, Karen; Cotto, Carmen  
**Cc:** O'Connor, Christopher; Cummings, Bruce (L and M); Borgstrom, Marna; Petrini, Vincent; Tammaro, Vincent; Willcox, Jennifer; Aseltyne, Bill; Anderson, Maureen (LMHOSP); 'Tia.Sawhney@milliman.com'; 'Bruce Pyenson'; Rosenthal, Nancy; 'Sauders, Kelly (US - New York)'  
**Subject:** CMIR Independent Consultant: CON Docket #s 15-32033-CON and 15-32032-CON  
**Attachments:** Milliman Consulting Svs Agreement SIGNED 112916.pdf

Kim and Karen,

To comply with Docket #15-32033 CON Condition 20.a., Condition 20.b., Condition 21.a., Condition 21.b., Condition 22, Condition 23, Condition 32.c., and Docket #15-32032 CON Condition 1, Condition 2.a., Condition 2.b., Condition 3, Condition 4, and Condition 7.a., attached please find the signed engagement letter and scope of work for Milliman to conduct the initial and annual updates of the CMIR for the next five years. The attached document also includes their detailed proposal. If you have any questions, please don't hesitate to call. Thank you.

Gayle

Gayle Capozzalo, FACHE  
Chief Strategy Officer  
789 Howard Avenue  
New Haven, CT 06519  
**Phone:** 203-688-2605  
**Fax:** 203-688-3472  
[gayle.capozzalo@ynhh.org](mailto:gayle.capozzalo@ynhh.org)

**YaleNewHavenHealth**

This message originates from the Yale New Haven Health System. The information contained in this message may be privileged and confidential. If you are the intended recipient you must maintain this message in a secure and confidential manner. If you are not the intended recipient, please notify the sender immediately and destroy this message. Thank you.

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "*Agreement*") is entered into as of this 28th day of November, 2016 (the "*Effective Date*") by and between Yale New Haven Health Services Corporation with a principal place of business at 789 Howard Avenue, New Haven, CT ("*Customer*") and Milliman, Inc., a Washington corporation with a place of business at One Pennsylvania Plaza, 38<sup>th</sup> Floor, New York, NY 10119 ("*Contractor*").

### 1. Scope of Services.

(a) Statement of Work. Contractor shall furnish the services (the "*Services*") described and further specified in the Statement of Work or proposal (whether or not separately executed) attached hereto as Exhibit A ("*SOW*"). If either party reasonably believes the performance of additional services not described in any applicable SOW are advisable or desirable, then such party shall request a written change order, in a form mutually agreed upon, that describes the services requested to be performed and the terms upon which such services shall be performed. Any such change order, if executed by both parties, shall be incorporated into the SOW. In the event of conflict between a provision in the SOW (or change order) and a provision in this Agreement, the provision in this Agreement prevails, unless the SOW (or change order) expressly refers to the provision in this Agreement and states the parties' intention to supersede such provision.

(b) Performance of Services. The Services shall be performed in a professional manner by personnel of Contractor having a level of skill in the area commensurate with the requirements of the scope of work to be performed. Contractor and any personnel engaged to perform the Services shall at all times maintain any and all licenses, certifications, and/or other qualifications required under applicable federal, state or local laws or rules to perform the Services.

2. Compensation. Customer shall pay Contractor the fees for the Services specified in the applicable SOW. Unless otherwise specified in the SOW, Contractor shall invoice Customer on a monthly basis, and payment on all uncontested invoices shall be made by Customer within sixty (60) days of receipt of a complete invoice.

### 3. Term and Termination.

(a) Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect until the later of: (i) the expiration or termination of the last SOW or (ii) [one year] following the Effective Date, unless earlier terminated pursuant to this Section 3.

(b) Termination for Non-Performance. Customer may terminate this Agreement at its option, in the event Contractor ceases providing services hereunder for any reason whatsoever, immediately upon notice to Contractor to that effect

(c) Termination by Customer. Customer may terminate this Agreement at any time for any or no reason by providing the Contractor thirty (30) days' prior written notice of termination, provided that such termination is consistent with the terms of the Agreed Settlement with the Connecticut Office of Health Care Access (OHCA) under Docket Number 15-32033-CON (the "*Order*").

(d) Termination for Cause. Either party may terminate this Agreement, if the other party is in material breach of this Agreement and the breaching party has not cured such breach to the non-breaching party's reasonable satisfaction within thirty (30) days after the non-breaching party's

notice of the breach to the breaching party. Customer reserves the right to stop all work if any bill goes unpaid for 90 days. In the event of such termination, Contractor shall be entitled to collect the outstanding balance, as well as charges for all services and expenses incurred up to the date of termination.

(e) Effects of Termination. Upon termination or expiration of this Agreement, all rights and obligations of the parties hereunder shall terminate; provided, that, Sections 3(d), 4, 5, 6, 8, 9, 10, 11, 12, 13, 14 and 15 shall survive any such expiration or termination. Notwithstanding anything herein to the contrary, expiration or termination of this Agreement shall not relieve either party of any obligations that may have accrued prior to such termination or expiration.

#### 4. Ownership.

(a) Work Made For Hire. Contractor is performing the Services for Customer on a work-for-hire basis. Except as otherwise set forth herein, Customer shall be the sole owner of all rights (including copyright and any other intellectual property and proprietary rights) in all final deliverables created by Contractor during its performance of the Services and provided to Customer as set forth in Exhibit A (the "*Work Product*"). To the extent any Work Product does not qualify as a work made for hire, to transfer all rights in the Work Product to Customer, Contractor hereby irrevocably assigns to Customer all rights (including copyright and any other intellectual property and proprietary rights) in all such Work Product.

(b) Contractor Tools. Contractor shall retain all rights, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been previously developed by Contractor or developed during the course of the provision of the Services ("Contractor Tools") provided such Contractor Tools do not contain any Customer Confidential Information or proprietary data. Rights and ownership by Contractor of Contractor Tools shall not extend to or include all or any part of Customer's proprietary data or Customer Confidential Information. To the extent that Contractor may include in the Work Product any Contractor Tools, Contractor agrees that Customer shall be deemed to have a fully paid up license to make copies of the Contractor Tools as part of its use of the Work Product for its internal business purposes and provided that such Contractor Tools cannot be modified or distributed outside Customer without the written permission of Contractor or as otherwise permitted herein.

(c) Third Party Distribution. Work Product is prepared solely for the internal business use of Customer and for purposes of Customer's compliance with the terms of the Order. Work Product may not be provided to third parties without Contractor's prior written consent, which consent may be conditioned on execution by the third party of Contractor's standard Third Party Release Agreement; provided, however, Customer may share Contractor's work with its parent or affiliates, but only if either (a) the Customer has the full power and authority to bind such parent or affiliate to the terms of this agreement and does bind such affiliate to the terms, or (b) the parent or affiliate acknowledges in writing that the work of Contractor is subject to certain limitations and restrictions contained in this Agreement and that the parent or affiliate acquires no greater rights than are possessed by Customer under this Agreement. Contractor does not intend to benefit any third party recipient of Work Product, even if Contractor consents to the release of Work Product to such third party. Notwithstanding anything herein to the contrary, Contractor agrees that Customer may provide Work Product to OHCA and to the independent monitor retained by Customer pursuant to, and consistent with, the terms of the Order.

**5. Indemnification.** Customer agrees to indemnify and hold Contractor, its officers, directors, agents and employees, harmless from and against all loss, damages, liability, and Expense, with respect to the work in question where such loss, damages, liability or Expense was incurred by reason of any claims, actions, suits or governmental investigations or proceedings, brought by any third party against or involving Contractor, its officers, directors, agents and employees, which relate to or arise out of the engagement of Contractor by Customer. Provided, however, that Customer shall not be required to indemnify Contractor, its officers, directors, agents and employees, for any damages determined by a court or an arbitration panel to have resulted from Contractor's intentional fraud or willful misconduct. For purposes of this paragraph, "Expense" shall include: all legal expenses incurred by Contractor in the investigation, defense or settlement of any claim, action, suit or proceeding, and all other reasonable costs and expenses, including the services of Contractor based on normal hourly rates, together with its out-of-pocket expenses, incurred in the investigation, defense or settlement of same.

**6. Confidentiality.** Each party shall be bound by the confidentiality and non-disclosure obligations in Section 3 of the Compliance Addendum (as defined in Section 7 hereof).

**7. Compliance Addendum.** If required by Customer, Contractor shall each execute and deliver a mutually agreeable Compliance Addendum contemporaneous with the execution of this Agreement (the "*Compliance Addendum*").

**8. Notices.** Any notice required or permitted under this Agreement or required by law shall be made in writing and shall be: delivered in person; sent by first class registered mail; sent by overnight air courier; or sent by telefax or e-mail with a confirmation copy sent by one of the foregoing methods within twenty-four (24) hours of transmission, in each case to the appropriate address as set forth in this Agreement or as notified by the other party from time to time. Notices shall be deemed given at the time of actual delivery in person, by telefax or e-mail; three (3) business days after deposit in the mail; or one (1) day after delivery to an overnight air courier service.

**9. Governing Law and Dispute Resolution.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Connecticut, without regard to its conflict of laws principles. In the event of any dispute arising out of or relating to the engagement of Contractor by Customer, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have a background in either insurance, actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors.

**10. Assignment.** Neither party may assign its rights or obligations pursuant to this Agreement without the other party's prior written consent; except that either party may, upon notice to the



other party, assign its rights and obligations to any of its affiliates or subsidiaries. Any attempted transfer or assignment contrary to the terms of this Section 10 shall be void and of no effect.

**11. Entire Agreement.** This Agreement, including any SOWs or other exhibits hereto, and the Compliance Addendum shall contain the entire agreement between the parties in respect of the subject matter hereof. No amendments or modifications to this Agreement shall be effective unless made in writing and signed by authorized representatives of both parties.

**12. Waiver.** The failure of either Party hereto to enforce at any time, or for any period of time, any provision of this Agreement shall not be construed as a waiver of such provision or of the right of such Party thereafter to enforce each and every provision. Any waiver by a Party of any of its rights under this Agreement in one or more instances shall be made in a writing signed by such Party and shall not be construed as constituting a continuing waiver or as a waiver in other instances.

**13. Independent Contractors.**

(a) The Contractor and Customer acknowledge and agree that the Contractor is being retained as an independent contractor, and that the Contractor shall be responsible for determining the manner and means by which the Contractor performs the duties and responsibilities assigned to the Contractor under this Agreement. Nothing in this Agreement shall be construed to make the Contractor an employee or agent of Customer, to entitle the Contractor to receive the benefits of any employee benefit plan of Contractor, or to create a joint venture or partnership between the parties. The Contractor shall not make an unauthorized representation or warranty concerning the products or services of Customer or commit Customer to any agreement or obligation without the express authorization of an authorized officer of Customer.

(b) No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the Contractor. The Contractor shall be responsible for the payment of all taxes, including but not limited to any income, sales or use tax, levied with respect to the services provided hereunder by the Contractor. The Contractor agrees to indemnify Customer against, and to defend and hold Customer harmless from, any liabilities, claims, costs or expenses (including reasonable attorneys' fees) which may be made against Customer, or incurred by Customer, in respect to any such payroll or employment taxes.

(c) No workers' compensation insurance has been or will be obtained by Customer on account of the Contractor.

**14. Limitation of Liability.** In the event of any claim arising from services provided by Contractor at any time, the total liability of Contractor, its officers, directors, agents and employees to Customer shall not exceed three million dollars (\$3,000,000). This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract or otherwise. In no event shall Contractor be liable for lost profits of Customer or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Contractor.

**15. Use of Name.** Customer agrees that it shall not use Contractor's name, trademarks or service marks, or refer to Contractor directly or indirectly in any media release, public announcement or public disclosure, including in any promotional or marketing materials, customer lists, referral lists, websites or business presentations without Contractor's prior written consent for each such use or release, which consent shall be given in Contractor's sole discretion. Contractor shall not use or

permit the use of Customer's name, logo or likeness, or that of any Customer facility, in any way, including, without limitation, advertising or promotional media identifying Customer as a customer or client of Contractor, without obtaining the prior written consent of Customer.

16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, when taken together shall constitute one and the same agreement. Delivery of a signature page to this Agreement via facsimile or other electronic image transmission is legal, valid and binding execution and delivery for all purposes.

*[Signature Page follows.]*

IN WITNESS WHEREOF, the duly authorized representative of each party has executed this Agreement as of the Effective Date.

**Yale New Haven Health Services**

**Corporation**

By: 

Name:

GAYLE CAPOZZALO

Title:

EXEC VP / CHIEF STRATEGY  
OFFICER

**Milliman, Inc.**

By: 

Name:

BRUCE PYENSON

Title:

PRINCIPAL & CONSULTING ACTUARY.

*[Signature Page of the Master Consulting Services Agreement]*

**Exhibit A**

**Form of Statement of Work**

**TERM:** The services set forth in this Statement of Work shall begin as of Click here to enter text. and shall be completed by Click here to enter text..

**SERVICES:**

*[List here services to be provided by Contractor.]*

**PAYMENTS:**

*[Include here payment terms and fee schedule]*

The duly authorized representatives of each party hereby agree to the terms of this Statement of Work.

**Choose an item.**

**[CONTRACTOR]**

By:

By:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

[CLICK HERE TO ACCESS COMPLIANCE ADDENDUM.docx](#)

# **EXHIBIT A**



## Lawrence+Memorial Cost and Market Impact Review Statement of Work

**TERM:** The services set forth in this Statement of Work shall begin as of December 7, 2016 and shall be completed by December 31, 2020.

### **SERVICES:**

Milliman will serve as an independent consultant, as required under YNHHS's Agreed Settlement with the Connecticut Office of Health Care Access (OHCA), evaluate the non-governmental fee levels of services provided by L+MC's Lawrence + Memorial Hospital (L+MH) and Lawrence & Memorial Medical Group (LMMG), and annually set maximum fee increases, for 5 years for L+MH and 28 months for LMMG. Milliman's work will be summarized in Cost and Market Impact Review (CMIR) reports. The services are further described in Milliman's Proposal "Lawrence+Memorial Cost and Market Impact Review" dated November 28, 2016.

### **PAYMENTS:**

Milliman bills for time and travel expenses. Time is tracked by professional on a quarter-hour basis and billed monthly. We estimate the following prices by deliverable.

Phase	Deliverables	Estimated Price
Baseline CMIR: L+MH	Report to OHCA	\$200,000
Baseline CMIR: LMMG	Report to OHCA	\$100,000
3 annual updates: L+MH*	Report to OHCA	\$120,000 each

The estimates are based on the following hourly rates and budgeted hours.

### **2016 Hourly Billing Rates**

Professional	Role	Hourly Billing Rate for 2016
Bruce Pyenson, FSA, MAAA Principal and Consulting Actuary	Project oversight and communications	\$650
Rong Yi, PhD Principal and Consultant	Analytics manager	\$460
Tia Sawhney, DrPH, FSA, MAAA Healthcare Consultant and Actuary	Policy, technical and design	\$385
Maggie Alston Manager, Data Analysis	Project manager	\$260
Feng Han, MS Data Scientist	Statistical methods and analysis	\$225
Other Consultants	As needed	\$280-\$650
Analysts	SAS data extraction and Excel modeling	\$160-\$280

**Budgeted Hours**

CMIR	Staff	Hours	Avg. Hourly Rate	Cost
Baseline LM+H	Consultant	202	\$500	\$101,000
	Analyst	450	\$220	\$99,000
	Total	652		\$200,000
Baseline LMMG	Consultant	101	\$500	\$50,500
	Analyst	225	\$220	\$49,500
	Total	326		\$100,000
LM+H Update	Consultant	100	\$500	\$50,000
	Analyst	318	\$220	\$69,960
	Total	418		\$119,960

Substantial revisions and work outside the proposal will be billed at Milliman's usual hourly rates plus travel expenses at price.

The duly authorized representatives of each party hereby agree to the terms of this Statement of Work.

**Yale New Haven Health System**

By: 

Name: GAYLE CAPOZZALO

Title: EXEC VP / CHIEF STRATEGY OFFICER

**Milliman**

By: 

Name: BRUCE PYENSON

Title: PRINCIPAL & CONSULTING ACTUARY



## Lawrence+Memorial Cost and Market Impact Review

Proposal to:

### **Yale New Haven Health Services Corporation**

Gale Capozzalo, Chief Strategy Officer

Vincent Tammaro, EVP and CFO

Presented by:

Bruce Pyenson, FSA, MAAA

Principal

Rong Yi, PhD

Principal

Tia Sawhney, DrPH, FSA, MAAA

Healthcare Consultant and Actuary

Milliman, Inc.

New York, NY

REVISED

November 28, 2016

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## A. BACKGROUND

In early September 2016, The Connecticut Office of Health Care Access (OHCA) granted Yale New Haven Health Services Corporation (YNHHS) approval to acquire Lawrence + Memorial Corporation (L+MC). The "Agreed Settlement" had a number of terms, including requiring YNHHS to engage an independent consultant to evaluate the non-governmental fee levels of services provided by L+MC's Lawrence + Memorial Hospital (L+MH) and Lawrence & Memorial Medical Group (LMMG) and to annually set maximum fee increases, for 5 years for L+MH and 28 months for LMMG. This proposal sets out the Milliman proposal to serve as the independent consultant.

## B. ABOUT MILLIMAN

Milliman is, by a large margin, the dominant source of health actuarial expertise with more qualified health actuaries than any other organization in the world. We have active health practices across the globe (including Europe, Japan and Brazil). With almost 3000 employees, 2015 revenue of close to \$1 billion, and a focus on professional services, we have the expertise and resources to support the biggest challenges.

We have been pioneers in the pricing of ACA exchange products, Medicare Part D, Medicare Advantage, and managed care strategies. We have been leaders in actuarial consulting to provider organization including ACOs; in particular, we are supporting hundreds of provider organizations in their bundled payment and risk contracts. We have contributed significant leadership to the Actuarial profession, including presidents plus many officers of all professional actuarial bodies. Milliman provides more MA-PD and PDP bids than any other consulting firm, and we have certified hundreds of Exchange bids.

To support our consulting work, we have accumulated and organized huge datasets and developed detailed price, utilization and bid development tools. We also have normative actuarial models that contain detailed utilization and cost figures, along with models that allow actuaries to calculate the impact of benefit designs, utilization management, area factors, delivery systems, and demographics. These tools are part of our *Health Cost Guidelines* suite, which are licensed to over 100 health plans for use by actuaries. For more details, see <http://www.milliman.com/expertise/healthcare/products-tools/health-cost-guidelines/>.

Our proposed team has worked with numerous insurers, ACOs, and state agencies and has the expertise and stature to provide independent, objective, and authoritative analytic reports. The team, from the New York City office of Milliman, is led by the following individuals:

**Bruce Pyenson, FSA, MAAA, Principal and Consulting Actuary.** Bruce has consulted across the healthcare spectrum. His publications include monographs on provider risk sharing (published by the American Hospital Association), columns on scientific method for the Society of Actuaries health newsletter, and over 30 peer-reviewed publications. This is Bruce's 30<sup>th</sup> year at Milliman. He was recently appointed to serve on the Medicare Payment



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Advisory Commission (MedPAC), which advises Congress on policy. Bruce will advise and guide the project and communications.

**Tia Goss Sawhney**, DrPH, FSA, MAAA, Healthcare Consultant and Actuary. Tia is dual credentialed as a doctor of public health and an actuary. Before joining Milliman 2 years ago she was a member of the executive leadership team of Illinois Medicaid. Her diverse background includes using medical claims databases to identify treatment patterns and cost drivers and due diligence reviews in healthcare. Tia frequently writes and speaks on policy issues. Tia will lead the policy and technical design portions of the project.

**Rong Yi**, PhD, Principal and Healthcare Consultant. Rong is a national expert on risk adjustment, predictive modeling and other quantitative methods. She led the development of the Massachusetts Connector's risk adjustment methodology and is instrumental in its on-going operations, working with several state agencies, the carriers and other stakeholders in Massachusetts. She is also leading several projects for the Minnesota Department of Health, using the MN all-payer claims database for purposes of rate review, risk adjustment and understanding market dynamics. Rong has been at Milliman for 7 years and will lead the data analytics portion of the project.

Bruce, Tia, and Rong will be supported by the Milliman New York City office's highly-experienced team of healthcare analysts.

Milliman, with about 3,000 employees, serves as an objective, analytically focused, independent advisor to a myriad of organizations in healthcare and insurance. We establish fire-walls to preserve the independence and confidentiality of particular projects and to avoid the appearance of conflicts of interest. The above team has no conflicts in performing this project and we will maintain the independence of our team throughout the project.

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### c. HIGH LEVEL SUMMARY OF RELEVANT SECTIONS OF AGREED SETTLEMENT

Detailed settlement conditions are spelled out in the Order section of the Agreed Settlement. Below, we summarize conditions that directly relate to our potential work as independent consultant. (This summary is for general informational purposes and context and is neither a legal interpretation nor intended to be a complete description.)

#### Condition 22:

- a. Describes the role of the independent consultant that YNHHSC must hire to conduct a baseline Cost and Market Impact Review (CMIR) for each of L+MH and LMMG. It acknowledges that there may be initial data limitations.
- b. Describes the baseline and updated CMIRs and the basis for establishing maximum market price increases, including the various factors that the independent consultant should consider.
- c. Describes the development of maximum price increases, the monitoring of price increases, and possible corrective actions.
- d. Describes the role of the independent consultant, including that the consultant will report to and take direction from the DPH Commissioner.
- e. Describes CMIR distribution and confidentiality: OHCA shall keep all nonpublic information obtained as part of the CMIR and the CMIR report confidential and not release without the consent of YNHHSC and L+MC, unless required to do so by law.

<p><b>Only our final report will be public.</b> Our analysis will rely on non-public data, data that we will describe and reference in our final report, including summary data tables.</p>
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#### Condition 23:

Defines key terms for the CMIR analysis described in Section 22, including the units of service for inpatient hospital, outpatient hospital, and physician services

#### Condition 20:

Maintains L+MH and LMMG pre-affiliation commercial health plan negotiated contracts as of the date of closing through December 31, 2017. Caps fee increases for a period of five years from the date of closing in the case of L+MH and twenty-eight months from the date of closing in the case of LMMG. (The date of closing was September 8, 2016.)

#### D. ANALYSIS METHODOLOGY

This section details our analysis methodology. The methodology aligns with Sections 22 and 23 of the Agreed Settlement and may change somewhat based on the limitations of the data and direction from OHCA.

##### Calculation of Pre-Affiliation Fee Ratios

1. For inpatient hospital, outpatient hospital, and physician services we will define a basket of services.
  - a. IP: Using the Department of Insurance (DOI) service lists as prescribed by the Agreed Settlement,<sup>1</sup> we will map the top inpatient primary diagnoses, top procedures, and top surgical DRGs to a basket of DRG codes.
  - b. OP: Using the DOI service lists as prescribed by the Agreed Settlement,<sup>2</sup> we will map the top outpatient procedures to a basket of HCPCS codes.
  - c. Physicians: Using Milliman data, we will create a basket of the 50 most frequent physician service procedure codes and the wRVU for the services.
2. For the most recent pre-affiliation period that we have data, we will calculate the average market fee for each basket as a weighted average across payers and among the services in the basket.
  - a. IP: Fee per average admission.
  - b. OP: Fee per average service.
  - c. Physicians: Fee per average wRVU.
3. For the pre-affiliation period we will calculate the average L+M fee for each basket as a weighted average across payers and among the services in the basket.
4. For the pre-affiliation period we will calculate the ratio of the average L+M fee for each basket to other providers in the market. We will calculate the maximum commercial fee increase that will maintain (not exceed) this ratio.

##### Calculation of Maximum Commercial Fee Increase for CY 2018 (First CMIR Year)

1. For each payer within each basket we will project market fee increases from the pre-affiliation period through 2018 and any anticipated shifts between payers. We will then calculate a 2018 average market fee.
2. For each non-commercial payer within each basket we will project L+M fee increases from the pre-affiliation period through 2018 and any anticipated shifts among payers. We will then calculate the L+M maximum fee increase for the pre-affiliation period through 2018 that will produce a L+M average market fee that maintains the pre-affiliation ratio.

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<sup>1</sup> Connecticut Acute Care Hospital and Outpatient Surgical Facility Data: FY2015, August 1, 2016.

<sup>2</sup> Ibid.

3. We will reduce the maximum fee increase, as necessary, to reflect any increases that L+M has already received or will receive after the pre-affiliation period and before 2018.

**Calculation of Maximum Commercial Fee Increase for CY's 2019+ (Subsequent CMIR Years)**

1. For the most recent period that we have data (update period) we will calculate the average market fee for each basket as a weighted average across payers and among the services in the basket.
2. For the update period, we will calculate the average L+M fee for each basket as a weighted average across payers and among the services in the basket.
3. For each payer within each basket we will project market fee increases from the update period through the CMIR year and any observed or anticipated shifts between payers. We will then calculate a CMIR year average market fee.
4. For each non-commercial payer within each basket we will project L+M fee increases from the update period through the CMIR year and any observed or anticipated shifts between payers. We will then calculate the L+M maximum fee increase for the update period through CMIR year that will produce a L+M average market fee that maintains the pre-affiliation ratio.
5. We will reduce the maximum fee increase, as necessary, to reflect any increases that L+M has already received or will receive after the update period and before the CMIR year.

Note: The CMIR methodology is inherently self-correcting. If L+M provides less Medicaid or uninsured care than anticipated in a period, their average fee for that period will increase, reducing their next year's maximum commercial fee increase.

Note: The above CMIR methodology is aligned with the Agreed Settlement and, where required by the Agreed Settlement, with Connecticut General Statute Section 19a-639f. It is therefore different than the methodologies for Massachusetts CMIRs, which are aligned with Massachusetts regulation<sup>3</sup> and law,<sup>4</sup> and which are completed prior to affiliation. We will, however, examine Massachusetts CMIRs for potential learnings and practices.<sup>5</sup>

<sup>3</sup> Massachusetts Health Policy Commission, Technical Bulletin for 958 CMR 7.00: Notices of Material Change and Cost and Market Impact Reviews.

<sup>4</sup> Massachusetts General Laws, Part I, Title II, Chapter 6D, Section 13.

<sup>5</sup> Mass.gov, Administration and Finance, Material Change Notices/Cost and Market Impact Reviews.

**E. DATA SOURCES**

While Section 22.a of the Agreed Settlement acknowledges that there may be limitations in data available to the independent consultant, we believe there are a number of potential data sources and these limitation can be overcome. We will spend substantial time early in the project identifying potential data sources and assessing their reliability, usability, appropriateness, and timeliness.

Market prices are central to our analysis. Prices are assigned to services and paid by payers as claims; claims data therefore is ideal for understanding market prices. Other data sources, such as the hospital discharge dataset, can illuminate payer mix, uncompensated care, and the volume of select services in the market.

Potential data sources and their potential uses include:

Potential Data Source	Potential Use of the Data
1. Pricing and other data provided by L+MH and LMMG*	L+MH and LMMG prices; payer mix; uncompensated care; service mix
2. CMS Medicare 5% sample and 100% data* and fee schedules	Prices for Medicare; market share and service mix for Medicare
3. CT Medicaid fee schedules	Prices for Medicaid
4. Truven Health Analytics MarketScan claims database as licensed by Milliman*	Provider prices for multiple payers
5. Milliman's proprietary Consolidated Health Cost Guidelines Sources Database (CHSD), a "MarketScan-like" claims database*	Provider prices for multiple payers
6. Connecticut hospital discharge dataset*	Hospital size and market share; payer mix; uncompensated care; service mix
7. Connecticut hospital reports submitted to OHCA and Medicare Cost Reports	Hospital size and market share; payer mix; uncompensated care
8. Connecticut All Payer Claims Database (APCD)*	Prices for all payers; market share; payer mix; uncompensated care; service mix
9. Connecticut employee health benefits program claims database*	Prices for payers covering state employees; market share and service mix for employee population
10. Other data submitted to OHCA or other Connecticut state agencies by Connecticut healthcare providers or payers**	TBD

\* Non-public data. Non-public = restricted to certain users and/or uses.

\*\* May include non-public data.

While the APCD (#8 above) and employee health claims database (#9 above) would be excellent data sources, if they are not available or insufficiently populated we can proceed without them.



Milliman has, for about two decades, licensed the Truven MarketScan commercial database and predecessor databases, and has developed routine processing to speed its use, improve its accuracy, and increase its utility. In recent years, this data source has included claims for about 50 million lives. Milliman also has a similar, non-overlapping, database (CHSD) with about 20 million lives of data from Milliman client data contributors across the U.S.

We will review data sources annually for relevant changes, including the possibility of incorporating new data sources into our analysis.

## F. PRICE

Milliman bills for time and travel expenses. Time is tracked by professional on a quarter-hour basis and billed monthly.

Phase	Deliverables	Estimated Price
Baseline CMIR: L+MH	Report to OHCA	\$200,000
Baseline CMIR: LMMG	Report to OHCA	\$100,000
3 annual updates: L+MH*	Report to OHCA	\$120,000 each

\* The L+MH fee monitoring period is 5 years from September, 2016. L+MH pre-affiliation negotiated contracts are maintained through December 31, 2017. The baseline L+MH CMIR is applicable to fee increases for calendar year 2018 and updates are applicable for 2019, 2020, and 2021 through August.

The LMMG fee monitoring period is 28 months from September, 2016. LMMG pre-affiliation negotiated contracts are maintained through December 31, 2017. The Baseline LMG CMIR is applicable to fee increases for calendar year 2018. There will be no updates.

Substantial revisions and work outside the above will be billed at Milliman's usual hourly rates plus travel expenses at price.

## G. TIMING

We will deliver the CMIRs by June each year, with the first CMIR delivered in June 2017.

## H. CONSULTING SERVICES AGREEMENT

This work will be subject to the terms of a Milliman – YNHHSO consulting services agreement.

# **COMPLIANCE ADDENDUM**

## COMPLIANCE ADDENDUM

**THIS COMPLIANCE ADDENDUM** (this “Addendum”) is made as of November 28, 2016 (the “**Effective Date**”), by and between Yale-New Haven Health Services Corporation, Inc., acting on behalf of Bridgeport Hospital, Greenwich Hospital, Yale-New Haven Hospital, Inc. and/or Northeast Medical Group, Inc. (“**YNHHS**”) and Milliman, Inc., having offices at One Pennsylvania Plaza, 38th Floor, New York, NY 10119 (“**Vendor**”).

YNHHS and Vendor have entered into an agreement for November 28th, 2016, dated as of the Effective Date (“**Agreement**”), pursuant to which the Vendor will provide certain goods and/or services to YNHHS.

YNHHS and Vendor understand that the Agreement is subject to numerous requirements imposed by federal law, state law, and accreditation agencies, and YNHHS and Vendor desire to perform their respective obligations under the Agreement in full compliance with those requirements.

Therefore, the parties agree as follows:

1. **Exclusion.** Vendor agrees as follows:

(a) Vendor represents and warrants that neither it nor any of its employees or representatives performing services under the Agreement has ever been: (1) convicted of a criminal offense related to health care or related to the provision of services paid for by Medicare, Medicaid or another federal health care program (“**Government Health Care Programs**”); (2) excluded or debarred from participation in any Government Health Care Program; or (3) otherwise sanctioned by the federal government, including being listed on the General Services Administration’s Excluded Party Listing System or Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List.

(b) Vendor shall notify YNHHS immediately if any representation or warranty in paragraph (a) above is or becomes untrue at any time during the term of the Agreement.

(c) If any representation or warranty in paragraph (a) above is or becomes untrue at any time during the term of the Agreement, YNHHS may, in its sole discretion, either terminate the Agreement or require Vendor to replace any employee or representative causing the breach of warranty with another appropriate employee or representative acceptable to YNHHS.

2. **Access to Records.** If the Agreement provides for services to be performed by Vendor worth \$10,000 or more over a 12-month period, Vendor will, until the expiration of four years after the termination of the Agreement, make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General and their representatives, the Agreement and all books, documents and records necessary to certify the nature and extent of the cost of those services. If Vendor carries out any of the duties described herein through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract must also

contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books, documents and records. In the event Vendor receives a request for access, Vendor will notify YNHHS immediately and consult with YNHHS regarding the response to the request.

3. **Confidentiality.** Each party expressly undertakes to retain in confidence all information and know-how transmitted to it by the disclosing party that the disclosing party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding disclosure or the nature of the information disclosed, ought in good faith to be treated as proprietary or confidential ("Confidential Information") and will make no use of such information and know-how except under the terms and during the existence of the Agreement. The parties' obligations under this Section shall survive termination or expiration of the Agreement. Confidential Information shall include, by way of example and not limitation, any and all information regarding a party's finances, practices, employees, or management. Confidential Information shall not include information which (i) at the time of disclosure was, is or thereafter becomes disclosed or available to or known by the public (other than as a result of a disclosure in violation of any of obligations hereunder), (ii) was or is or thereafter becomes available on a non-confidential basis from a source that is not and was not prohibited from disclosing such information by a contractual, legal or fiduciary obligation, or (iii) has been or thereafter becomes independently acquired or developed without access to any of the information provided by the disclosing party. Notwithstanding anything herein to the contrary, or any prior understanding or agreement between the parties, YNHHS shall have the right to disclose all pricing and other terms stated in or relating to the Agreement to any of YNHHS' attorneys, accountants, Consultants (including members of the medical staff and physicians members of clinical evaluation committees or other committees evaluating purchases), group purchasing organizations, and other third parties retained by YNHHS in the ordinary course, on a need-to-know basis (that is, their duties, requirements or contract for services require such disclosure), and, with the exception of group purchasing organizations, agree to take appropriate action by instruction or agreement with such individuals permitted access to the Confidential Information to satisfy the obligations under this Section. Unauthorized use of Confidential Information is a material breach of the Agreement resulting in irreparable harm for which the payment of money damages is inadequate. It is agreed that the non-breaching party, upon adequate proof of unauthorized use, may immediately obtain injunctive relief in any court of competent jurisdiction enjoining any continuing or further breaches and may obtain entry of judgment for injunctive relief. Nothing in the Agreement shall be construed to limit remedies at law or equity in the event of a breach.

4. **Security.** If Vendor personnel will be on YNHHS's premises, Vendor and Vendor personnel must comply with all YNHHS policies and procedures pertaining to visitation, confidentiality, security and vendor identification. YNHHS may issue non-employee identification badges under certain conditions. If YNHHS provides an identification badge, Vendor will require its personnel to prominently display such badge at all times while on YNHHS premises. Vendor shall surrender any badge immediately upon request by YNHHS. Vendor's or Vendor Personnel's non-compliance with any of the policies described in this Section is to be construed as a breach of the Agreement.



5. **Relationship to Agreement.** To the extent there is any conflict between the terms and conditions of this Addendum and the Agreement, the terms and conditions of this Addendum shall control. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties has caused this Addendum to be executed as of the date set forth above.

YALE-NEW HAVEN HEALTH SERVICES  
CORPORATION

By: 

Name:

GAYLE LAPOZZALO

Title:

EXEC VP / CHIEF STRATEGY OFFICER

Milliman, Inc.

By: 

Name:

Bruce Pyenson

Title:

Principal & Consulting Actuary

## Greer, Leslie

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**From:** Martone, Kim  
**Sent:** Thursday, December 01, 2016 8:50 AM  
**To:** Roberts, Karen  
**Cc:** Greer, Leslie  
**Subject:** FW: Yale and L&M acquisition  
**Attachments:** Response to intevenors 113016.pdf

FYI

Kim

### ***Kimberly R. Martone***

Director of Operations, Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13 CMN, Hartford, Connecticut 06134  
Phone: 860-418-7029 Fax: 860-418-7053  
Email: [Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov) Website: [www.ct.gov/ohca](http://www.ct.gov/ohca)



---

**From:** Capozzalo, Gayle [<mailto:Gayle.Capozzalo@ynhh.org>]  
**Sent:** Wednesday, November 30, 2016 4:13 PM  
**To:** Martone, Kim  
**Cc:** Borgstrom, Marna; Petrini, Vincent; Cummings, Bruce (L and M); 'Sauders, Kelly (US - New York)'; Tammaro, Vincent; Aseltyne, Bill; Rosenthal, Nancy; Willcox, Jennifer; O'Connor, Christopher  
**Subject:** RE: Yale and L&M acquisition

Kim,

Attached please find a letter addressing the issues you raised in your email. I look to hearing from you at your convenience.

Gayle

Gayle Capozzalo, FACHE  
Chief Strategy Officer  
789 Howard Avenue  
New Haven, CT 06519  
**Phone:** 203-688-2605  
**Fax:** 203-688-3472  
[gayle.capozzalo@ynhh.org](mailto:gayle.capozzalo@ynhh.org)

**YaleNewHavenHealth**

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**From:** Martone, Kim [<mailto:Kimberly.Martone@ct.gov>]  
**Sent:** Tuesday, November 22, 2016 3:06 PM  
**To:** Capozzalo, Gayle  
**Subject:** Yale and L&M acquisition

Gayle, please see the attached letter from multiple organizations and individuals objecting to the approval of Deloitte and Touche as the Independent Monitor for the Yale-New Haven Hospital System settlement agreement. Please address all allegations in full detail with supporting documentation as needed. As I advised when we met on November 15th, I do feel it is important for you and/or your community representative to meet with these organizations and individuals to inform them of such decisions as this acquisition moves forward. In light of the assertions made in the attached letter, I am hereby restating my request and ask that your discussions include the points outlined in the letter. Further, OHCA reserves the right to reverse its approval of the monitor based on your response to the attached letter.

Kim

***Kimberly R. Martone***

Director of Operations, Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13 CMN, Hartford, Connecticut 06134  
Phone: 860-418-7029 Fax: 860-418-7053  
Email: [Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov) Website: [www.ct.gov/ohca](http://www.ct.gov/ohca)



This message originates from the Yale New Haven Health System. The information contained in this message may be privileged and confidential. If you are the intended recipient you must maintain this message in a secure and confidential manner. If you are not the intended recipient, please notify the sender immediately and destroy this message. Thank you.

November 30, 2016

Ms. Kimberly Martone  
Office of Healthcare Access  
State of Connecticut  
410 Capitol Avenue  
P.O. Box 340308  
Hartford, CT 06134

Dear Ms. Martone:

I am writing in response to concerns raised by a group of former intervenors regarding the selection of Deloitte and Touche as the Independent Monitor for the affiliation of Lawrence + Memorial Healthcare with Yale New Haven Health System. As you know, the appointment of the Monitor was made in compliance with the detailed conditions set forth in the Agreed Settlement which approved the affiliation on September 8, 2016.

Deloitte and Touche was recommended for this role because of its unique and comprehensive set of skills and knowledge of the healthcare environment. Deloitte and Touche has been engaged by healthcare organizations throughout the United States, including the State of Connecticut Health Exchange, for its expertise and broad perspective on changes affecting the delivery of healthcare. Deloitte has worked for 10 out of the 11 largest non-profit healthcare systems in the nation, 75 percent of all honor roll hospitals and more than 90 percent of the Fortune 500 life sciences and healthcare companies. Deloitte also has been a national leader in transaction monitoring and has thoroughly reviewed its ability to fulfill the responsibilities of the Independent Monitor to ensure that there are no conflicts of interest.

The group of former intervenors has cited work that Deloitte has done in the past for Yale New Haven Health as disqualifying the firm from serving as the Independent Monitor. They cite \$30 million in billings over the past decade-plus. To put this number in perspective, during that time, Yale New Haven Health grew from a \$1.5 billion system to more than \$4 billion. The System spent more than \$340 million on professional fees during that period of which approximately \$30 million was paid to Deloitte, which is less than .0815% of its 2016 U.S. revenue of \$36.8 billion.

Deloitte has been engaged by Yale New Haven Health for the following matters. From 2005 through 2015, Deloitte provided internal audit services, averaging approximately \$1.7 million annually – nearly half the amount cited in the letter. In this capacity, Deloitte reported directly to the Audit Committee of the Board to preserve independence from management. In 2015, Yale New Haven Health selected Ernst & Young to replace Deloitte in this role.

In 2012, Deloitte provided consulting services in connection with Yale New Haven Hospital's integration with the former Hospital of Saint Raphael. This role included identifying opportunities for economic efficiencies while preserving access to care and jobs. The Saint Raphael transaction was subject to OHCA approval and post-approval monitoring, and by all accounts, the integration has been successful. In 2015, Deloitte provided similar services in pre-closing discussions with Lawrence and Memorial regarding potential synergies.

In 2013, Deloitte was selected from a competitive bidding process to provide consultation as Yale New Haven Health implemented a new, System-wide electronic health record. That same year, Deloitte also provided transitional support for the Chief Information and Chief Compliance Officer roles.

We firmly believe that none of this past work would interfere with the proposed role for Deloitte as the Independent Monitor. Further, it is our understanding that Deloitte's internal conflict assessment review would have resulted in their withdrawing from this engagement if a conflict was identified.

Finally, unrelated to this work, the former intervenors cite a \$1 million fine that Deloitte received from the Securities Exchange Commission back in 2015. It is important to note that this isolated event was self-disclosed by Deloitte and was part of a series of cases reviewed by regulators at the time, including a \$4 million fine against Ernst & Young and an \$8.2 million fine against KPMG.

While the organizations that have raised concerns about Deloitte uniformly opposed the affiliation during the approval process, we are committed to listening to their perspectives, along with those of community leaders throughout southeastern Connecticut. Our goal is simple. We want this affiliation to succeed. To do so we intend to demonstrate that we will keep the commitments we made to the State, just as we did in 2012 during the integration with the Hospital of Saint Raphael. In fact, just two months into our formal affiliation with Lawrence + Memorial Healthcare, we have already made important investments and recruitments to support access to cost-effective healthcare services in the communities served by Lawrence + Memorial Healthcare.

We hope this provides helpful context by the concerns raised by the former intervenors. We stand ready to continue to work with OHCA to ensure that this affiliation achieves the lofty goals we have jointly set for it in the years to come.

Sincerely,



Gayle Capozzalo  
Chief Strategy Officer



## Greer, Leslie

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**From:** Roberts, Karen  
**Sent:** Thursday, December 01, 2016 2:59 PM  
**To:** Greer, Leslie  
**Subject:** FW: Docket Number 15-32033-CON Stipulation #12

For public record

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**From:** Roberts, Karen  
**Sent:** Thursday, December 01, 2016 2:58 PM  
**To:** 'Rosenthal, Nancy'  
**Cc:** Cotto, Carmen; Martone, Kim  
**Subject:** Docket Number 15-32033-CON Stipulation #12

Hi Nancy

Please be informed that for purposes of submission of the report on culturally and linguistically appropriate services available at L+MH, required by Stipulation #12, OHCA will accept submission at the same time as the material which will be due each **November 30<sup>th</sup>** (for example, material required by Stipulations 7 and 8 are due each November 30<sup>th</sup> and May 31<sup>st</sup>). Please note that Stipulation #12 material is an annual submission for three years, not a semi-annual submission. This email will be placed in the record for DN 15-32033-CON for clarification purposes.

Sincerely,

*Karen Roberts*

Principal Health Care Analyst

Office of Health Care Access

Connecticut Department of Public Health

410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308

P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)



## Olejarz, Barbara

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**From:** Olejarz, Barbara  
**Sent:** Monday, December 05, 2016 3:36 PM  
**To:** 'andrews@chhealthpolicy.org'; 'jhochadel@svft.org'  
**Cc:** Martone, Kim  
**Subject:** FW: Yale and L&M acquisition

12/5/26

Ellen Andrews and Jan Hochadel,

Kimberly Martone of the Office of Health Care Access asked me to forward this email to you. For more information regarding the Yale-New Haven Hospital System Agreement and Gayle Capozzalo's response to the issues please click the link below to the OHCA website. Please forward to other organizations and individuals we did not have the email addresses for.

Thank you

[http://www.ct.gov/dph/lib/dph/ohca/con\\_completed/2016/15\\_32033\\_con.pdf](http://www.ct.gov/dph/lib/dph/ohca/con_completed/2016/15_32033_con.pdf)

Barbara K. Olejarz  
Administrative Assistant to Kimberly Martone  
Office of Health Care Access  
Department of Public Health  
Phone: (860) 418-7005  
Email: [Barbara.Olejarz@ct.gov](mailto:Barbara.Olejarz@ct.gov)



**From:** Martone, Kim  
**Sent:** Monday, December 05, 2016 12:12 PM  
**To:** 'Capozzalo, Gayle' <Gayle.Capozzalo@ynhh.org>  
**Cc:** Borgstrom, Marna <Marna.Borgstrom@ynhh.org>; Petrini, Vincent <Vincent.Petrini@ynhh.org>; Cummings, Bruce (L and M) <bcummings@lmhosp.org>; 'Sauders, Kelly (US - New York)' <ksauders@deloitte.com>; Tammaro, Vincent <Vincent.Tammaro@ynhh.org>; Aseltyne, Bill <Bill.Aseltyne@ynhh.org>; Rosenthal, Nancy <Nancy.Rosenthal@greenwichhospital.org>; Willcox, Jennifer <Jennifer.Willcox@ynhh.org>; O'Connor, Christopher <christopher.oconnor@ynhh.org>  
**Subject:** RE: Yale and L&M acquisition

Hi Gayle, thank you for your response and additional information on the issues raised in the letter. The Office confirms the approval of Deloitte and Touche as the Independent Monitor for the Yale-New Haven Hospital System settlement agreement. We continue to recommend that you meet with the organizations and individuals who signed the letter to inform them of decisions made regarding the acquisition of L&M.

Kim

**Kimberly R. Martone**

Director of Operations, Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13 CMN, Hartford, Connecticut 06134

Phone: 860-418-7029 Fax: 860-418-7053

Email: [Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov) Website: [www.ct.gov/ohca](http://www.ct.gov/ohca)



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**Sent:** Wednesday, November 30, 2016 4:13 PM

**To:** Martone, Kim

**Cc:** Borgstrom, Marna; Petrini, Vincent; Cummings, Bruce (L and M); 'Sauders, Kelly (US - New York)'; Tammaro, Vincent; Aseltyne, Bill; Rosenthal, Nancy; Willcox, Jennifer; O'Connor, Christopher

**Subject:** RE: Yale and L&M acquisition

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Gayle

Gayle Capozzalo, FACHE  
Chief Strategy Officer  
789 Howard Avenue  
New Haven, CT 06519  
**Phone:** 203-688-2605  
**Fax:** 203-688-3472  
[gayle.capozzalo@ynhh.org](mailto:gayle.capozzalo@ynhh.org)

YaleNewHavenHealth

---

**From:** Martone, Kim [<mailto:Kimberly.Martone@ct.gov>]

**Sent:** Tuesday, November 22, 2016 3:06 PM

**To:** Capozzalo, Gayle

**Subject:** Yale and L&M acquisition

Gayle, please see the attached letter from multiple organizations and individuals objecting to the approval of Deloitte and Touche as the Independent Monitor for the Yale-New Haven Hospital System settlement agreement. Please address all allegations in full detail with supporting documentation as needed. As I advised when we met on November 15th, I do feel it is important for you and/or your community representative to meet with these organizations and individuals to inform them of such decisions as this acquisition moves forward. In light of the assertions made in the attached letter, I am hereby restating my request and ask that your discussions include the points outlined in the letter. Further, OHCA reserves the right to reverse its approval of the monitor based on your response to the attached letter.

Kim

**Kimberly R. Martone**

Director of Operations, Office of Health Care Access

**Olejarz, Barbara**

---

**From:** Microsoft Outlook  
**To:** andrews@cthealthpolicy.org  
**Sent:** Monday, December 05, 2016 3:38 PM  
**Subject:** Relayed: FW: Yale and L&M acquisition

**Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:**

[andrews@cthealthpolicy.org](mailto:andrews@cthealthpolicy.org) ([andrews@cthealthpolicy.org](mailto:andrews@cthealthpolicy.org))

Subject: FW: Yale and L&M acquisition

## Olejarz, Barbara

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**From:** postmaster@svft.org  
**To:** jhochadel@svft.org  
**Sent:** Monday, December 05, 2016 3:47 PM  
**Subject:** Undeliverable: FW: Yale and L&M acquisition

### Delivery has failed to these recipients or groups:

[jhochadel@svft.org](mailto:jhochadel@svft.org)

This message was rejected by the recipient email system. Please check the recipient's email address and try resending this message, or contact the recipient directly.

### Diagnostic information for administrators:

Generating server: CO2PR03MB2165.namprd03.prod.outlook.com

[jhochadel@svft.org](mailto:jhochadel@svft.org)

Remote Server returned '< #5.1.10 smtp;550 5.1.10 RESOLVER.ADR.RecipientNotFound; Recipient not found by SMTP address lookup>'

### Original message headers:

Received: from DM2PR03CA0033.namprd03.prod.outlook.com (10.141.96.32) by CO2PR03MB2165.namprd03.prod.outlook.com (10.166.92.12) with Microsoft SMTP Server (version=TLS1\_2, cipher=TLS\_ECDHE\_RSA\_WITH\_AES\_256\_CBC\_SHA384\_P384) id 15.1.761.9; Mon, 5 Dec 2016 20:46:42 +0000  
Received: from BN1BFFO11FD039.protection.gbl (2a01:111:f400:7c10::1:182) by DM2PR03CA0033.outlook.office365.com (2a01:111:e400:2428::32) with Microsoft SMTP Server (version=TLS1\_2, cipher=TLS\_ECDHE\_RSA\_WITH\_AES\_256\_CBC\_SHA384\_P384) id 15.1.721.10 via Frontend Transport; Mon, 5 Dec 2016 20:46:42 +0000  
Authentication-Results: spf=pass (sender IP is 159.247.0.202) smtp.mailfrom=ct.gov; svft.org; dkim=none (message not signed) header.d=none;svft.org; dmarc=bestguesspass action=none header.from=ct.gov;  
Received-SPF: Pass (protection.outlook.com: domain of ct.gov designates 159.247.0.202 as permitted sender) receiver=protection.outlook.com; client-ip=159.247.0.202; helo=DeltaconX4.ct.gov;  
Received: from DeltaconX4.ct.gov (159.247.0.202) by BN1BFFO11FD039.mail.protection.outlook.com (10.58.144.102) with Microsoft SMTP Server (version=TLS1\_2, cipher=TLS\_RSA\_WITH\_AES\_256\_CBC\_SHA256) id 15.1.734.4 via Frontend Transport; Mon, 5 Dec 2016 20:46:41 +0000  
X-IncomingTopHeaderMarker:  
OriginalChecksum:;UpperCasedChecksum:;SizeAsReceived:1920;Count:24  
Received: from mailgate2.doit.ct.gov (unknown [159.247.5.89]) by DeltaconX4.ct.gov with smtp  
id 21d3\_31cb\_6a5c3dd1\_f9f0\_4890\_8487\_b380059fa63a;  
Mon, 05 Dec 2016 15:46:39 -0500  
X-WSS-ID: 00HQCDP-02-OBB-02



## Olejarz, Barbara

---

**From:** Ellen Andrews <andrews@cthealthpolicy.org>  
**Sent:** Monday, December 05, 2016 3:57 PM  
**To:** Olejarz, Barbara  
**Subject:** Re: Yale and L&M acquisition

Thanks, I will get it to the folks in the coalition.  
Ellen

Ellen Andrews, PhD  
CT Health Policy Project  
cthealthpolicy.org  
@cthealthnotes

---

**From:** "Olejarz, Barbara" <Barbara.Olejarz@ct.gov>  
**Date:** Monday, December 5, 2016 at 3:37 PM  
**To:** Ellen Andrews <andrews@cthealthpolicy.org>  
**Subject:** FW: Yale and L&M acquisition

**From:** Olejarz, Barbara  
**Sent:** Monday, December 05, 2016 3:36 PM  
**To:** 'andrews@chhealthpolicy.org' <andrews@chhealthpolicy.org>; 'jhochadel@svft.org' <jhochadel@svft.org>  
**Cc:** Martone, Kim <Kimberly.Martone@ct.gov>  
**Subject:** FW: Yale and L&M acquisition

12/5/26

Ellen Andrews and Jan Hochadel,

Kimberly Martone of the Office of Health Care Access asked me to forward this email to you. For more information regarding the Yale-New Haven Hospital System Agreement and Gayle Capozzalo's response to the issues please click the link below to the OHCA website. Please forward to other organizations and individuals we did not have the email addresses for.

Thank you

[http://www.ct.gov/dph/lib/dph/ohca/con\\_completed/2016/15\\_32033\\_con.pdf](http://www.ct.gov/dph/lib/dph/ohca/con_completed/2016/15_32033_con.pdf)

Barbara K. Olejarz  
Administrative Assistant to Kimberly Martone  
Office of Health Care Access  
Department of Public Health  
Phone: (860) 418-7005  
Email: [Barbara.Olejarz@ct.gov](mailto:Barbara.Olejarz@ct.gov)



## Greer, Leslie

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**From:** Roberts, Karen  
**Sent:** Thursday, December 08, 2016 2:39 PM  
**To:** Greer, Leslie; Cotto, Carmen  
**Cc:** Martone, Kim  
**Subject:** FW: Docket #15-32033-CON  
**Attachments:** Community Representative Letter to OHCA 120816.pdf

Leslie for the OHCA website for the Yale/L+M compliance filings. Karen

*Karen Roberts*

Principal Health Care Analyst

Office of Health Care Access

Connecticut Department of Public Health

410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308

P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)



---

**From:** Capozzalo, Gayle [<mailto:Gayle.Capozzalo@ynhh.org>]  
**Sent:** Thursday, December 08, 2016 2:37 PM  
**To:** User, OHCA; Martone, Kim; Roberts, Karen; Cotto, Carmen  
**Cc:** Cummings, Bruce (L and M); O'Connor, Christopher; Stanley, William (LMHOSP); Petrini, Vincent; Willcox, Jennifer; Anderson, Maureen (LMHOSP); 'Sauders, Kelly (US - New York)'; 'Cathy Zall'; Rosenthal, Nancy  
**Subject:** Docket #15-32033-CON

The attached is being submitted in compliance with Condition 14. Thank you.

Gayle

Gayle Capozzalo, FACHE

Chief Strategy Officer

789 Howard Avenue

New Haven, CT 06519

**Phone:** 203-688-2605

**Fax:** 203-688-3472

[gayle.capozzalo@ynhh.org](mailto:gayle.capozzalo@ynhh.org)

**YaleNewHavenHealth**

December 8, 2016

Ms. Kimberly Martone  
Office of Healthcare Access  
State of Connecticut  
410 Capitol Avenue  
P.O. Box 340308  
Hartford, CT 06134

RE: Docket #15-32033-CON (L+M)

Dear Ms. Martone:

In compliance with Condition 14 allowing for one (1) community representative to serve as a voting member of Lawrence + Memorial Hospital, we have identified Catherine Zall as the Community Representative. Accordingly, Ms. Zall will be appointed to a three-year term on the Lawrence + Memorial Hospital Board.

Ms. Zall brings a perspective that uniquely qualifies her for this important position. She has a deep and thorough understanding of the rapidly evolving healthcare landscape from her service as a member of the L+M Corporation Board and understands the roles that different providers play in this environment.

Ms. Zall is a widely respected member of the New London community and has served as the Executive Director of the New London Homeless Hospitality Center since 2007. She additionally serves as a Pastor of the First Congregational Church of New London. Her expansive experience is outlined in the attached CV, and includes experience as a project manager for the Connecticut Department of Social Services and as a program director for the Connecticut Child Care Assistance Program. Prior to that Ms. Zall served for nearly a decade as the Deputy Commissioner of the New York City Department of Social Services.

Ms. Zall's impressive academic background features a master of Divinity degree from Yale University, an MBA from New York University and a bachelor's degree from Brown University. Her CV is attached.

The process to vet her appointment was thorough and comprehensive. Representatives from Lawrence + Memorial and Yale New Haven Health reached out to a multitude of

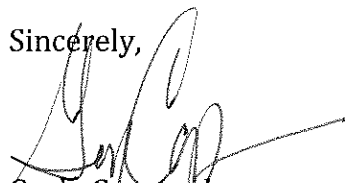
789 Howard Avenue  
1059 CB  
New Haven, CT 06519  
Phone: 203-688-2605  
Fax: 203-688-3472

[ynhhs.org](http://ynhhs.org)

community non-profits, social service organizations, healthcare providers and business interests. Ms. Zall received wide acclaim for her community commitment and her passion for the provision of high quality healthcare in the region. A description of the role she will assume is Attachment 2.

She has been described by those we reached out to as a wonderful choice, someone who is thoughtful and does great work in the community. Even those who did not know her well had heard great things about her. She brings a true passion to her work and a strong commitment to serving the community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gayle Capozzalo', with a long horizontal flourish extending to the right.

Gayle Capozzalo  
Executive Vice President / Chief Strategy Officer

GC/lm/eg

Catherine Zall  
Page 1 of 3

## Catherine Zall

### Experience

2007-Present      *Executive Director*  
New London Homeless Hospitality Center

Responsible for the overall management of the overnight shelter and day time hospitality center with a special emphasis on fundraising, public outreach, coordination with other providers, procedure development, strategic planning, high priority project management and staff development.

Direct multiple health related initiatives to help improve health outcomes for individuals experiencing homelessness.

- Established partnership with local VNA to provide nursing services to emergency shelter guests.
- Designed and implemented special respite section of the emergency shelter designed to support recuperation and linkage to ongoing community based services for individuals facing both homelessness and illness.
- Facilitated the creation of an on-site clinic in the shelter staffed by medical personnel from the Community Health Center.
- Established a community care team that brings together providers from various sectors to coordinate care for individuals with complex medical and/or social needs.
- Manage one site of a demonstration project funded by the President's Social Innovation Fund testing the impact of housing on health outcomes and costs for individuals with annual Medicaid costs over \$50,000.

2007-Present      *Pastor*  
First Congregational Church of New London

Serve as part-time pastor to downtown church.

2002-2007      *Associate Minister*  
First Congregational Church of Old Lyme

Responsible for religious education programs for children and adults—including Sunday school, adult bible study, retreats, family programs and small groups. Participate in the pastoral care and worship ministry of the church. Provide administrative supervision for selected church staff.



Catherine Zall

Page 2 of 3

1998-1999

*Project Manager*

Connecticut Department of Social Services

Developed comprehensive new regulations for the state's \$150 million child care subsidy program. Prepared request for proposals for the acquisition of a new automated childcare information system.

1997

*Local Program Director*

Connecticut Child Care Assistance Program

Directed the state funded, but privately operated, program to administer childcare subsidies payments to over 18,000 low-income Connecticut residents. Responsibilities included staff supervision, training, procedure development and public outreach.

1995-1997

*Chief Financial Officer*

Telesis Medical Management

Managed corporate finance and management information systems for a private sector start-up company assisting primary care physicians with managed care contracting.

1986-1995

*Deputy Commissioner, Office of Employment Services*

New York City Department of Social Services

Directed 650 city staff and 50 not-for-profit contracted service providers in efforts to help recipients of public assistance secure unsubsidized employment. Programs included job search, education, skills training and work experience. Job placements and program participation levels increased dramatically while maintaining existing staffing levels.

1982-1986

*Director, Office of Administration*

Division of School Buildings, NYC Board of Education

Directed finance, capacity planning, competitive bidding, leasing, data processing and personnel for a division responsible for the maintenance of over 1,000 school buildings and management of a \$200 million capital budget.

1980-1982

*Deputy Assistant Commissioner*

New York City Department of Employment

Supervised monitoring of federally funded job training contractors.

Catherine Zall  
Page 3 of 3

1979-1980                      *Management Consultant*  
Arthur Young & Company (New York City)

Provided private sector financial consulting services with a special emphasis on the design and implementation of automated financial management systems.

### Education

*Master of Divinity*  
Yale Divinity School

*Master of Business Administration, with honors*  
Stern School of Business, New York University  
Major: Accounting

*Bachelor of Arts*  
Brown University  
Major: English

**Role of Community Representative**  
**OHCA CT Docket #15-32033-CON Condition 14**

**Condition 14 states:** For three years following the Closing Date the applicant shall allow for one community representative to serve as a voting member of L+M Hospital's Board of Directors with rights and obligations consistent with other voting members under L+M Hospital's Board of Directors bylaws. The applicants shall select a community representative in a manner that ensures the appointment of an unbiased individual who will fairly represent the interest of the community served by L+M Hospital. OHCA is imposing this Condition to ensure continued access to healthcare services for the patient population.

The underlying purpose of the "community representative," even though the vast majority of L+M Hospital's Trustees are independent Trustees from the community, is to ensure that community interests are voiced at Board meetings as the Board makes decisions.

The definition of community is the population being served by L+M Hospital. It is not restricted to particular advocacy, interest or organized groups, specific demographics, programs or organizations. L+M has a history of working with the community and regularly completes its Community Needs Analysis and has developed a community health improvement plan, which has input from more than 50 community representatives. The community is also represented by schools, government and other non-profits. The community representative will consider a broad and inclusive definition of community. The Condition requires that the community representative will be "an unbiased individual who will fairly represent the interests of the community served by Lawrence + Memorial Hospital."

The Condition does not detail the role for the "community representative." However, the community representative should be accessible to any and all community groups to discuss the advancements YNHHS/L+M Hospital is making, receive input regarding issues and concerns that the community may have in order to provide information to the L+M Hospital Board.

The Independent Monitor is required to meet with community representatives within six months following the transaction and annually thereafter for up to five years. The Independent Monitor is also required to hold a public forum within six months following the transaction and not less than annually thereafter for five years to provide public review and comment on the Monitor's report and findings and information on what is happening at L+M. In addition, for the next three years, Yale New Haven Health System and L+M Hospital Boards will meet together twice per year and following these meetings a public meeting will be held to update the public on what is happening at the Hospital. The "community representative" should be actively engaged in all of these meetings.

## Greer, Leslie

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**Subject:** FW: L+M New London Community Leaders invitation - January 24th @5pm - please see below

**From:** Sauders, Kelly (US - New York) [<mailto:ksauders@deloitte.com>]

**Sent:** Monday, January 09, 2017 1:55 PM

**To:** [tsheridan@chamberect.com](mailto:tsheridan@chamberect.com); [calvertr@childandfamilyagency.org](mailto:calvertr@childandfamilyagency.org); [jmilstein@ci.New-London.ct.us](mailto:jmilstein@ci.New-London.ct.us); [jennob@cfect.org](mailto:jennob@cfect.org); [rodrigd@chc1.com](mailto:rodrigd@chc1.com); [tirei@conncoll.edu](mailto:tirei@conncoll.edu); [andrews@cthealthpolicy.org](mailto:andrews@cthealthpolicy.org); [president@mysticchamber.org](mailto:president@mysticchamber.org); [jlokken@town.groton.ct.us](mailto:jlokken@town.groton.ct.us); [chris@higheredgect.org](mailto:chris@higheredgect.org); [pacopeco48@gmail.com](mailto:pacopeco48@gmail.com); [rmelmed@llhd.org](mailto:rmelmed@llhd.org); [rodneabutler@mptn-nsn.gov](mailto:rodneabutler@mptn-nsn.gov); [steinmayer\\_j@mitchell.edu](mailto:steinmayer_j@mitchell.edu); [cbunnell@moheganmail.com](mailto:cbunnell@moheganmail.com); [stephen\\_r\\_smith@brown.edu](mailto:stephen_r_smith@brown.edu); [jhaslam@connlegalservices.org](mailto:jhaslam@connlegalservices.org); [pdavis@rcda.co](mailto:pdavis@rcda.co); [johnpsilsby@yahoo.com](mailto:johnpsilsby@yahoo.com); [nickfischer@yahoo.com](mailto:nickfischer@yahoo.com); [g.demaio@soundcommunityservices.org](mailto:g.demaio@soundcommunityservices.org); [president@sectwomensnetwork.org](mailto:president@sectwomensnetwork.org); [megan.brown@tvcca.org](mailto:megan.brown@tvcca.org); [victorg.villagra@gmail.com](mailto:victorg.villagra@gmail.com); [doh@uncashd.org](mailto:doh@uncashd.org); [oceanpellett@yahoo.com](mailto:oceanpellett@yahoo.com); [ncowser@secter.org](mailto:ncowser@secter.org); [virginia.mason@uwsect.org](mailto:virginia.mason@uwsect.org); [stephanyerclarke@gmail.com](mailto:stephanyerclarke@gmail.com); [jfischer@jfec.com](mailto:jfischer@jfec.com); [edwardtessman@ccfsn.org](mailto:edwardtessman@ccfsn.org); [czeiner@safefuturesct.org](mailto:czeiner@safefuturesct.org); [kthompson@allianceforliving.org](mailto:kthompson@allianceforliving.org); [jackmalone@scadd.org](mailto:jackmalone@scadd.org); [jgranger@ucfs.org](mailto:jgranger@ucfs.org); [jpkamish@hotmail.com](mailto:jpkamish@hotmail.com); [lauren.pereira@ppsne.org](mailto:lauren.pereira@ppsne.org); [carolyn.patierno@allsouls.net](mailto:carolyn.patierno@allsouls.net); [riveram@newlondon.org](mailto:riveram@newlondon.org); [unit2010@newlondonnaacp.org](mailto:unit2010@newlondonnaacp.org); [kstauffer@thearcnlc.org](mailto:kstauffer@thearcnlc.org); [rmoller@noankcss.org](mailto:rmoller@noankcss.org); [director@newlondonmainstreet.org](mailto:director@newlondonmainstreet.org)

**Cc:** Martone, Kim; Cathy Zall; Mitchell, Kelly Rose (US - Boston)

**Subject:** RE: L+M New London Community Leaders invitation - January 24th @5pm - please see below

Dear Community Leaders:

As you may be aware, the formal affiliation between Yale New Haven Health Services Corporation (“YNHHSC”) and Lawrence + Memorial Corporation (“L+M”) was finalized on September 8, 2016. As part of the conditions for State approval for this affiliation, YNHHSC and L+M entered into a Settlement Agreement (Docket Number 15-32033-CON). In accordance with Condition 15 of the Settlement Agreement, YNHHSC contracted with Deloitte & Touche LLP on November 7, 2016 to serve as the Independent Monitor. As the Independent Monitor, Deloitte & Touche LLP is responsible for monitoring YNHHSC’s compliance with the Conditions of the Settlement Agreement. Per Condition 33(b), the Independent Monitor is required to meet with representatives of the L+M Community to address L+M’s compliance with the Settlement and to provide an update regarding community benefits and uncompensated care.

As the Partner from Deloitte & Touche LLP serving as the Independent Monitor for L+M and YNHHSC, I would like to invite you to join me on Tuesday, January 24<sup>th</sup> for the first Community Representatives meeting. As community leaders, you serve a valuable role in helping identify and meet the health care needs of those within the New London area. The objective of this meeting is to represent a wide range of perspectives and constituencies in the community, even extending beyond New London, and as such you have been identified as a valuable participant in this process.

The objectives of this meeting will include the following:

- Formal introduction of Catherine Zall, the designated Community Representative/voting member for L+M’s Board of Directors
- Overview of the Independent Monitor roles and responsibilities, including a description of activities to be conducted by the Independent Monitor
- Overview of YNHHSC and L+M’s Community Health Needs Assessment implementation plan and strategies relative to Community Benefit and Community Building activities

This meeting will be held at the Holiday Inn, 35 Governor Winthrop Blvd, New London, CT. Check-in will begin promptly at 5:00 p.m. and dinner will be served. We anticipate the meeting will end no later than 8:00 p.m. We are scheduling ample time for this initial meeting to allow time for questions and discussion.

As the leader of your organization, I ask that you make every effort to personally attend. If you are unable to do so, please send a representative in your place. I respectfully ask that you not forward this invitation. If there is anyone you believe should be included, please contact me so that I may extend a personal invitation. In later February or early March, we will be holding a public forum where anyone interested in learning about the Monitor role and hearing a report of initial activities relative to the YNHHSCL+M affiliation can attend.

Please RSVP to this meeting via email to my colleague, Kelly Mitchell, at [kellmitchell@deloitte.com](mailto:kellmitchell@deloitte.com). If you need to reach me directly, I am available via phone at (212) 436-3180 or via email [ksauders@deloitte.com](mailto:ksauders@deloitte.com).

Sincerely,

*Kelly*

**Kelly J. Sauders**

Partner  
Deloitte Advisory  
30 Rockefeller Plaza  
New York, NY 10112  
Office: 212 436 3180  
Fax: 212 653 7033  
Mobile: 518 469 0890  
Email: [ksauders@deloitte.com](mailto:ksauders@deloitte.com)

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## Olejarz, Barbara

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**From:** Olejarz, Barbara  
**Sent:** Thursday, January 12, 2017 2:09 PM  
**To:** 'gayle.capozzalo@ynhh.org'  
**Cc:** Roberts, Karen; Cotto, Carmen  
**Subject:** FW: Clarification of the timing of submissions

1/12/17

Gayle,

Regarding the Independent Monitor's request from OHCA related to timeframes for submission of a number of conditions under Docket Number 15-32033-CON. After reviewing the conditions, OHCA staff has prepared the following to clarify the timing of condition submissions, which I am in agreement with. The yellow highlights show where the words "following the Closing Date" appear in the conditions. OHCA's clarifying statements appear in Red/Bold. Please let me know if you need anything else in order to clarify the Hospital's and Independent Monitor's filing obligations.

### ***Kimberly R. Martone***

Director of Operations, Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13 CMN, Hartford, Connecticut 06134  
Phone: 860-418-7029 Fax: 860-418-7053  
Email: [Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov) Website: [www.ct.gov/ohca](http://www.ct.gov/ohca)



- 
1. Within twenty (20) days following the Closing Date of the transfer of ownership authorized by this Order, YNHHS shall submit schedules to OHCA setting forth L+MH's inpatient bed allocation and the location and hours of operation. ***N/A - THIS MATERIAL WAS FILED AND IS UNDER REVIEW***
  2. Within twenty (20) days following the Closing Date of the transfer of ownership authorized by this Order, YNHHS shall notify OHCA of the Closing, in writing, and shall supply final execution copies...:
    - a. the Affiliation Agreement, including any and all schedules and exhibits; and
    - b. Bylaws or similar governance documents for L+M as well as for L+MH. ...***N/A - THIS MATERIAL WAS FILED AND IS UNDER REVIEW***
  3. Following the completion of L+MH's 2016 Community Health Needs Assessment (CHNA), YNHHS shall participate with L+MH, and the key community stakeholders and health organizations, in conducting future CHNAs and shall provide a copy of the 2016 CHNA and its Implementation Strategy to OHCA within thirty (30) days of completion ..... In the event that L+MH has already substantially completed its

2016 Implementation Strategy at the time of the signing of this Order, it may submit the information requested in the 6/18 initiative as an addendum **within six (6) months of the Closing Date**. The CHNA and the Implementation Strategy shall be published on the website of L+MH... ***THIS REFERENCE TO SIX MONTHS OF THE CLOSING DATE REMAINS APPLICABLE.***

4. Within one hundred and eighty (180) days **following the Closing Date**, YNHHS shall submit a plan demonstrating how health care services will be provided by L+MH .... ***THE FILING MAY BE MADE 180 DAYS FOLLOWING THE END OF THE FISCAL YEAR INSTEAD OF THE CLOSING DATE.***
6. Within one hundred and eighty (180) days **following the Closing Date**, the Applicants shall file with OHCA the total price per “unit of service” for each of the top 25 most frequent MS-DRGs (inpatient) and top 25 most frequent CPT codes (outpatient) for L+MH services. **The first filing shall be for the period September 1, 2015-August 30, 2016.** The Applicants shall provide the same information for **three (3) full fiscal years thereafter**, within sixty (60) days following the end of a fiscal year. OHCA shall provide the format for the filing. ***THE INITIAL FILING FOR THE DATA FOR THE PRE-CLOSING PERIOD (9/1/2015 – 8/30/2016) MAY BE FILED 180 DAYS FOLLOWING THE END OF THE FISCAL YEAR INSTEAD OF THE CLOSING DATE. THE SUBSEQUENT ANNUAL FILINGS ARE ALREADY BASED ON A FISCAL YEAR AND MAY BE FILED 60 DAYS FOLLOWING THE FY END AS INDICATED (WHICH IS NOVEMBER 30<sup>TH</sup>).***
7. Within one hundred and eighty (180) days **following the Closing Date** and thereafter until the capital commitment is satisfied, YNHHS shall submit to OHCA a report on the capital investments (“Capital Investment Report”) it has made in L+M and its affiliates from the \$300M Commitment Amount. ....For purposes of this Order, semi-annual periods are October 1-March 31 and April 1 – September 30. The required information is due no later than two (2) months after the end of each semi-annual period. Due dates are May 31<sup>st</sup> and November 30<sup>th</sup>, beginning November 30, 2016.... ***THE INITIAL FILING MAY BE MADE 180 DAYS FOLLOWING THE END OF THE FISCAL YEAR INSTEAD OF THE CLOSING DATE. ANY UPDATES WILL BE FILED ON THE SEMI-ANNUAL SCHEDULE ALREADY NOTED IN THE STIPULATION. THE NOVEMBER 30, 2016 REFERENCE FOR THIS INITIAL FILING IS INCORRECT.***
8. For three (3) years **following the Closing Date**, YNHHS shall submit to OHCA a financial measurement report. This report shall be submitted on a semi-annual basis and show current month and year-to-date data and comparable prior year period data for L+MH and L+M. The required information is due no later than two (2) months after the end of each semi-annual period. Due dates are May 31<sup>st</sup> and November 30<sup>th</sup>, beginning November 30, 2016. The following financial measurements/indicators should be addressed in the report: ...

**Financial Measurement/Indicators**

***THIS IS A SEMI-ANNUAL FINANCIAL REPORT IS BASED ON THE FISCAL YEAR AND IS DUE MAY 31<sup>ST</sup> AND NOVEMBER 30<sup>TH</sup>. THE NOVEMBER 30, 2016 REFERENCE FOR THIS INITIAL FILING IS INCORRECT.***

11. The Applicants shall maintain community benefit programs and community building activities for L+MH for three (3) years **after the Closing Date** consistent with L+MH’s most recent Schedule H of IRS Form 990 ...
  - c. On an annual basis, YNHHS shall identify the amounts and uses related to community benefits and community building .... Such reporting shall be filed within **thirty (30) days of the anniversary date of the Closing for three years** and shall be posted on L+MH’s website. ... ***THIS ANNUAL REPORT MAY INSTEAD BE FILED ON NOVEMBER 30<sup>TH</sup> FOR THE THREE YEAR. THIS IS IN KEEPING WITH THE OTHER FINANCIAL INFORMATION THAT WILL BE FILED EACH NOVEMBER 30<sup>TH</sup> AND IS 60 DAYS AFTER THE CLOSE OF THE FISCAL YEAR.***

12. The Applicants shall work toward making culturally and linguistically appropriate services available and integrated throughout L+MH's operations. ... For three (3) years following the Closing Date, YNHSC shall submit a written report on its activities directed at meeting this Condition. Such reporting shall be filed within thirty (30) days of the anniversary date of the Closing and shall be posted on L+MH's website. ***THIS ANNUAL REPORT MAY INSTEAD BE FILED ON NOVEMBER 30<sup>TH</sup> FOR THE THREE YEAR. THIS IS IN KEEPING WITH THE OTHER FINANCIAL INFORMATION FILED EACH NOVEMBER 30<sup>TH</sup> AND IS 60 DAYS AFTER THE CLOSE OF THE FISCAL YEAR.***
32. Every six months (the "six month reports") until December 1, 2018 and each year thereafter (each an "annual report"), YNHSC shall submit notarized reports to OHCA for the periods of January to June (due July 31<sup>st</sup>) and July through December (due January 31<sup>st</sup>) certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail: ***THIS NOTARIZED REPORT INCLUDING THE FINANCIAL INFORMATION OUTLINED IN 32(f) MAY INSTEAD BE FILED ON THE SAME SEMI-ANNUAL FISCAL YEAR PERIOD. SO AT THE SAME TIME AS THE FINANCIAL REPORTS (DUE MAY 31<sup>ST</sup> AND NOVEMBER 30<sup>TH</sup>) UNTIL THE REFERENCED DECEMBER 1, 2018 DATE.***

**Olejarz, Barbara**

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**From:** Microsoft Outlook  
**To:** 'gayle.capozzalo@ynhh.org'  
**Sent:** Thursday, January 12, 2017 2:09 PM  
**Subject:** Relayed: FW: Clarification of the timing of submissions

**Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:**

['gayle.capozzalo@ynhh.org' \(gayle.capozzalo@ynhh.org\)](mailto:gayle.capozzalo@ynhh.org)

Subject: FW: Clarification of the timing of submissions

## Greer, Leslie

---

**From:** Capozzalo, Gayle <Gayle.Capozzalo@ynhh.org>  
**Sent:** Thursday, January 19, 2017 11:33 AM  
**To:** User, OHCA  
**Cc:** 'YNHHSCOHCAMonitor@deloitte.com'; Willcox, Jennifer; O'Connor, Christopher; Comerford, Matthew; D'Aquila, Richard; Fiore, Denise; Petrini, Vincent; Cummings, Bruce (L and M); Stanley, William (LMHOSP)  
**Subject:** Docket #15-32033-CON: Conditions 4 & 19 and Conditions 7 & 32b  
**Attachments:** Condition 4 & 19 - Eastern CT 5-Year Plan (010617) SENT TO OHCA 011917.pdf; Strategic Plan Reporting Template (Conditions 7 32b) SENT TO OHCA 011917.pdf

Attached please find the YNHHS / L+M services and strategy plan for eastern Connecticut for FY 2017-2021 (Attachment 1). This is being submitted to comply with Docket #15-32033-CON Condition 4 and Condition 19. This is the plan.

I've also included a template on how we will report on the plan which complies with Condition 7 and Condition 32b (Attachment 2). It is our intention to provide a narrative description of each expenditure and each accomplishment of the plan and at the same time provide the resource expenditure that is associated with that initiative as required in Condition 7.

If you have any questions, don't hesitate to call me.

Thank you.  
Gayle

Gayle Capozzalo, FACHE  
Chief Strategy Officer  
789 Howard Avenue  
New Haven, CT 06519  
**Phone:** 203-688-2605  
**Fax:** 203-688-3472  
[gayle.capozzalo@ynhh.org](mailto:gayle.capozzalo@ynhh.org)

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**YNHHS/L+M Services and Strategy Plan for Eastern CT  
FY 2017 – FY 2021**

**OHCA Condition 4** reads:

“Within one hundred and eighty (180) days following the Closing Date, YNHSC shall submit a plan demonstrating how health care services will be provided by L+MH for the first three years following the Transfer Agreement, including any consolidation, reduction, or elimination of existing services or infrastructure of new services (the “Services Plan”).”

**OHCA Condition 19** reads:

“L+M and YNHSC shall develop a strategic plan to focus on the retention and enhancement of healthcare services in the primary service area, i.e., towns served by L+M, which assures patient affordability and is consistent with appropriate standards of care, quality, and accessibility. Such plan shall seek to minimize travel for patients requiring clinical services that can be provided appropriately at L+M services sites, and to support the return of patients back to L+M and its medical staff for care should patients be referred to other YNHSC affiliated facilities for specialized care not available locally.”

**YNHHS/L+M Services and Strategy Plan for Eastern CT  
FY 2017 – FY 2021**

<b>L+M Services / Strategy / Plan Initiatives</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>
<p><b>1. Primary Care Clinical Services</b> Expansion of primary care network focusing on geriatric, general internal medicine, including the recruitment of 8 primary care physicians in Eastern CT. The primary care sites will ensure primary care availability as the population ages and physicians retire. Many sites will be established as medical neighborhoods, allowing easy access to part-time and full-time specialists.</p>	No elimination, consolidation or reduction of services anticipated	No elimination, consolidation or reduction of services anticipated	No elimination, consolidation or reduction of services anticipated		
<p><b>2. Specialty Clinical Services</b> Increased access to specialists within Eastern CT, including pediatrics; multi-disciplinary muscular-skeletal services, including orthopedics, neurosurgery, spine, physiatry; behavioral health, including psychiatrists, psychologists, etc.; vascular and cardiac services; enhanced obstetrics and maternal fetal medicine; expanded oncology services; neuromuscular and stroke programs; endocrinology/thyroid services; general surgery and specialized internal medicine. These part-time and full-time specialty services will be increased, taking advantage of primary care referrals and using technology to ensure access throughout the region. In addition, telestroke, tele-ICU and tele-ED coverage will be continued at L+M.</p>	No elimination, consolidation or reduction of services anticipated	No elimination, consolidation or reduction of services anticipated	No elimination, consolidation or reduction of services anticipated		
<p><b>3. Ambulatory Services</b> Expansion of laboratory, diagnostic, urgent care, ambulatory surgery centers to enhance access to ancillary services in the region.</p>	No elimination, consolidation or reduction of services anticipated	No elimination, consolidation or reduction of services anticipated	No elimination, consolidation or reduction of services anticipated		

**YNHHS/L+M Services and Strategy Plan for Eastern CT  
FY 2017 – FY 2021**

<b>L+M Services / Strategy / Plan Initiatives</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>
<b>4. Post Acute Services</b> Creation of an integrated network of post-acute services to manage care across the continuum in order to reduce the total cost of care for community residents.	No elimination, consolidation or reduction of services anticipated	No elimination, consolidation or reduction of services anticipated	No elimination, consolidation or reduction of services anticipated		
<b>5. Infrastructure within LMHC Facilities</b> Renovations and infrastructure repair to hospital.	No elimination, consolidation or reduction of services anticipated	No elimination, consolidation or reduction of services anticipated	No elimination, consolidation or reduction of services anticipated		
<b>6. Information Technology</b> Investment in Epic throughout L+M facilities, LMMG and independent physicians. In addition, the business systems will be replaced and fully integrated with Yale New Haven Health. Telehealth services will help reduce travel to YNHH.	No elimination, consolidation or reduction of services anticipated	No elimination, consolidation or reduction of services anticipated	No elimination, consolidation or reduction of services anticipated		
<b>7. Population Health</b> Development of risk contracting capabilities and participation in the YNHHS Population Health infrastructure and Clinically Integrated Network.	No elimination, consolidation or reduction of services anticipated	No elimination, consolidation or reduction of services anticipated	No elimination, consolidation or reduction of services anticipated		

**YNHHS/L+M Services and Strategy Plan for Eastern CT  
FY 2017 – FY 2021**

<b>L+M Services / Strategy / Plan Initiatives</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>
<b>8. Branding</b> Re-branding of all facilities and services as Yale New Haven Health to enhance the identity of the organizations with Yale New Haven Health.	No elimination, consolidation or reduction of services anticipated	No elimination, consolidation or reduction of services anticipated	No elimination, consolidation or reduction of services anticipated		
<b>9. Operational Improvements</b> Operational improvements in structures and processes to effectively provide high quality, safe patient care.	No elimination, consolidation or reduction of services anticipated	No elimination, consolidation or reduction of services anticipated	No elimination, consolidation or reduction of services anticipated		
<b>10. Community Need / Community Building*</b> Community health needs focused on improved services to support mental well-being and reduce substance abuse (opioid use and anxiety/depression); support and nurture healthy life styles specifically reducing contributing factors to diabetes; ensure access to care, particularly pre-natal care and related birth outcomes and access to care for low-income population to address socio-economic factors that have the greatest impact on the health and well-being of the communities.	No elimination, consolidation or reduction of services anticipated	No elimination, consolidation or reduction of services anticipated	No elimination, consolidation or reduction of services anticipated		

\*Called for identification of Community Need/Community Building of activities in Condition 11 and annual reporting for three years.

**Templates for Reporting on YNHHS/L+M Services and  
Strategy Plan for Eastern CT and Western RI  
Docket #15-32033-CON: Condition 7 / 32b  
FY 2017-FY 2021**

OHCA will receive a narrative of strategy plan accomplishments per Condition 32b semi-annually for FY 2017 and then annually for FY 2018 - FY 2021. In addition, OHCA will receive a semi-annual report each fiscal year through the end of FY 2019 providing the information requested regarding the allocation of \$300 M resources to support the strategic plan, per Condition 7. Templates for these submissions are attached.

Condition 7: Within one hundred and eighty (180) days following the Closing Date and thereafter until the capital commitment is satisfied, YNHHS shall submit to OHCA a report on the capital investments (“Capital Investment Report”) it has made in L+M and its affiliates from the \$300M Commitment Amount.

Condition 32b: A narrative description of the achievement of the strategic plan components to retain and enhance healthcare services in the communities served by L+M, including with respect to physician recruitment and resource commitments for clinical service programming, whether the commitments described in the Affiliation Agreement were achieved, as well as the purposes, dates and amounts for which expenditures were made.



**SUMMARY of Resource Commitment and Strategic Plan Accomplishments: Docket # 15-32033-CON, Condition 7/32b**

<b>Resource Commitment Summary Made to Strategic Investments</b>		10/1/16- 3/31/17	4/1/17- 9/30/17	10/1/17- 3/31/18	4/1/18- 9/30/18	10/1/18- 3/31/19	4/1/19- 9/30/19	Total
<b>1. Primary Care Clinical Services:</b> Expansion of primary care network focusing on geriatric, general internal medicine, including the recruitment of 8 primary care physicians in Eastern CT. The primary care sites will ensure primary care availability as the population ages and physicians retire. Many sites will be established as medical neighborhoods, allowing easy access to part-time and full-time specialists.	Eastern CT							
	Western RI							
<b>2. Specialty Clinical Services:</b> Increased access to specialists within Eastern CT, including pediatrics; multi-disciplinary muscular-skeletal services, including orthopedics, neurosurgery, spine, physiatry; behavioral health, including psychiatrists, psychologists, etc.; vascular and cardiac services; enhanced obstetrics and maternal fetal medicine; expanded oncology services; neuromuscular and stroke programs; endocrinology/thyroid services; general surgery and specialized internal medicine. These part-time and full-time specialty services will be increased, taking advantage of primary care referrals and using technology to ensure access throughout the region. In addition, telestroke, tele-ICU and tele-ED coverage will be continued at L+M.	Eastern CT							
	Western RI							
<b>3. Ambulatory Services:</b> Expansion of laboratory, diagnostic, urgent care, ambulatory surgery centers to enhance access to ancillary services in the region.	Eastern CT							
	Western RI							
<b>4. Post Acute Services:</b> Creation of an integrated network of post-acute services to manage care across the continuum in order to reduce the total cost of care for community residents.	Eastern CT							
	Western RI							
<b>5. Infrastructure within LMHC Facilities:</b> Renovations and infrastructure repair to hospital.	Eastern CT							
	Western RI							

**SUMMARY of Resource Commitment and Strategic Plan Accomplishments: Docket # 15-32033-CON, Condition 7/32b**

<b>Resource Commitment Summary Made to Strategic Investments</b>		10/1/16- 3/31/17	4/1/17- 9/30/17	10/1/17- 3/31/18	4/1/18- 9/30/18	10/1/18- 3/31/19	4/1/19- 9/30/19	Total
<b>6. Information Technology:</b> Investment in Epic throughout L+M facilities, LMMG and independent physicians. In addition, the business systems will be replaced and fully integrated with Yale New Haven Health. Telehealth services will help reduce travel to YNHHS.	Eastern CT							
	Western RI							
<b>7. Population Health:</b> Development of risk contracting capabilities and participation in the YNHHS Population Health infrastructure and Clinically Integrated Network.	Eastern CT							
	Western RI							
<b>8. Branding:</b> Re-branding of all facilities and services as Yale New Haven Health to enhance the identity of the organizations with Yale New Haven Health.	Eastern CT							
	Western RI							
<b>9. Operational Improvements: Operational improvements in structures and processes to effectively provide high quality, safe patient care.</b>	Eastern CT							
	Western RI							
<b>10. Community Need / Community Building:</b> Community health needs focused on improved services to support mental well-being and reduce substance abuse (opioid use and anxiety/depression); support and nurture healthy life styles specifically reducing contributing factors to diabetes; ensure access to care, particularly pre-natal care and related birth outcomes and access to care for low-income population to address socio-economic factors that have the greatest impact on the health and well-being of the communities.	Eastern CT							
	Western RI							
<b>TOTAL</b>								

**SIGNATURE:** \_\_\_\_\_

**Vincent Tammaro, Exec VP & Chief Financial Officer, YNHHS and Chief Financial Officer, YNHHS**

Summary due to OHCA with detailed narrative semi-annually 60 days following 3/31/17; 9/30/17; 3/31/18; 9/30/18; 3/31/19; 9/30/19 (3 years) and annually until end of FY 2021 (9/30/21)

Due internally to Regulatory 30 days prior to OHCA due date.

NAME OF PROJECT	DESCRIPTION OF AND RATIONAL FOR PROJECT	EXPENDITURE AMOUNT	ROLLOUT OF EXPENSES			FUNDING SOURCE*
			Est. Beg. Date	Est. End Date	Est. Startup Date	
<b>Primary Care Clinical Services</b>						
<b>Specialty Clinical Services</b>						
<b>Ambulatory Services</b>						
<b>Post Acute Services</b>						

\*Operating revenue, capital contributions from YNHSC or another source and, if funding was drawn from another source, indicating the source.

NAME OF PROJECT	DESCRIPTION OF AND RATIONAL FOR PROJECT	EXPENDITURE AMOUNT	ROLLOUT OF EXPENSES			FUNDING SOURCE*
			Est. Beg. Date	Est. End Date	Est. Startup Date	
<b>Infrastructure within LMHC Facilities</b>						
<b>Information Technology</b>						
<b>Population Health</b>						
<b>Branding</b>						

\*Operating revenue, capital contributions from YNHSC or another source and, if funding was drawn from another source, indicating the source.

## Olejarz, Barbara

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**From:** Olejarz, Barbara  
**Sent:** Tuesday, April 04, 2017 3:28 PM  
**To:** Olejarz, Barbara  
**Subject:** FW: Deloitte/L+MH monitor presentation and meeting minutes  
**Attachments:** Deloitte as Monitor for LMH Community Leaders meeting minutes 1-24-17.pdf; DT YNHHS LMH Monitor Overview for 1-24-17 FINAL (2).pdf

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**From:** Sauders, Kelly (US - New York) [<mailto:ksauders@deloitte.com>]  
**Sent:** Friday, January 27, 2017 4:01 PM  
**To:** Martone, Kim  
**Cc:** Mitchell, Kelly Rose (US - Boston)  
**Subject:** RE: Deloitte/L+MH monitor presentation and meeting minutes

Hi Kim – please see the attached for the presentation materials and minutes from 1/24/17. Let me know if you have any questions.

We do have actual sign-in sheets on file if you need those for any reason.

Thank you,  
Kelly

**Kelly J. Sauders**

Partner  
Deloitte Advisory  
30 Rockefeller Plaza  
New York, NY 10112  
Office: 212 436 3180  
Fax: 212 653 7033  
Mobile: 518 469 0890  
Email: [ksauders@deloitte.com](mailto:ksauders@deloitte.com)

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## Minutes

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**Meeting:** L+M New London Community Leaders Meeting

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**Held on:** January 24, 2017 at 5:00 pm

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**Location:** Holiday Inn, New London, CT

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**Present:** Kelly Sauders, Kelly Mitchell, Bill Stanley, Vin Petrini, Gayle Capozzalo, Laurel Holmes, Cathy Zall, Alejandro Melendez-Cooper, Chris Soto, Janet Steinmayer, Jean Jordan, Jeanne Milstein, Jennifer Granger, Jerry Fischer, Jerry Lokken, Jim Haslam, Kathy Greene, Kelly Thompson, Lisa D'Abrosca, Megan Brown, Nancy Cowser, Ocean Pellett, Peter Davis, Regina Moller, Russ Melmed, Stephen Smith, MD, Tony Sheridan, Tracee Reiser, Victor Villagra, MD, Virginia Mason, Yvette Highsmith-Francis, Shirley Gillis, Harry Rodriguez, Jay Levin, Dina Sears-Graves, Mary Ellen Masciale

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**Introduction** The meeting began at 5:30pm EST.

Vin Petrini provided a brief introduction to the group. He shared a few early accomplishments of the affiliation including the recent EPIC go-live. He then introduced Cathy Zall as Community Representative and Kelly Sauders as Independent Monitor.

Bill Stanley made a few remarks about the affiliation and introduced Chris Soto, State Representative as a guest for the meeting.

Kelly Sauders provided a brief overview of her background and that of Deloitte related to this type of role. She then introduced Cathy Zall, Community Representative.

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**Community Representative** Cathy Zall stated that the partnership between the community and health system is a key that will help make incredible process and that she hopes to do what she can to make this partnership effective.

Kelly Sauders took several questions from the audience regarding the process of selecting the Community Representative. The questions/concern were about process, not about the ultimate selection. Kelly Sauders confirmed that OHCA had the opportunity to review Cathy Zall's bio prior to appointment and were comfortable with her appointment as the Community Representative.

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**Overview of Independent Monitor** Kelly noted that the Independent Monitor is an extension of OHCA. It is Deloitte's role to verify that all parties are abiding by the requirements of the Affiliation Agreement and Settlement Order. Kelly clarified the difference between the Independent Monitor and Independent Consultant (Milliman) roles.

There was a question about what benchmarks Milliman will use. Kelly Sauders stated that Milliman will study the relative market conditions and pricing and noted the process is complex and challenging. Kelly stated that active discussions are underway between Milliman

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and the State to assess what data may be available for this study. She then explained the reporting process and described Deloitte's direct line of reporting to OHCA. Kelly stated that there is little to report at this point but there will be more activity and reporting in March/April of this year. She also noted that as information is filed, it will be available on the OHCA website.

There was a discussion regarding the interpretation of the conditions. Kelly clarified that it is not Deloitte's role to provide interpretation. If there is any ambiguity or conflict within the Order, she will reach out to OHCA to obtain formal guidance. Kelly also noted that this forum is meant to be an initial meeting and there will also be a public forum in late February/early March.

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**Community Benefit & Community Building**

Kelly provided an overview of the conditions regarding Community Benefit and Community Building. A question was raised regarding examples of community benefit programs, which was answered by Laurel Holmes. There was additional discussion from the attendees regarding favorable places to allocate funds for Community Benefit and Community Building and the hope that there were more funds for these purposes. Kelly stated that the baseline/minimum is what is outlined in the Affiliation Agreement and Order.

There was discussion surrounding who will make these financial decisions. Kelly noted that the Board provides oversight but it is ultimately leadership who makes management decisions. Further clarification will be provided on the role of the board and reserve powers.

There was a question regarding the Independent Monitor and if a change can be made for future periods. Kelly responded that OHCA absolutely can make a change. She also provided an overview of the process by which Deloitte was chosen as Independent Monitor.

Cathy Zall reminded the group that the community leaders should focus on the big picture of the affiliation rather than overly focusing on the Monitor role, which is one piece only.

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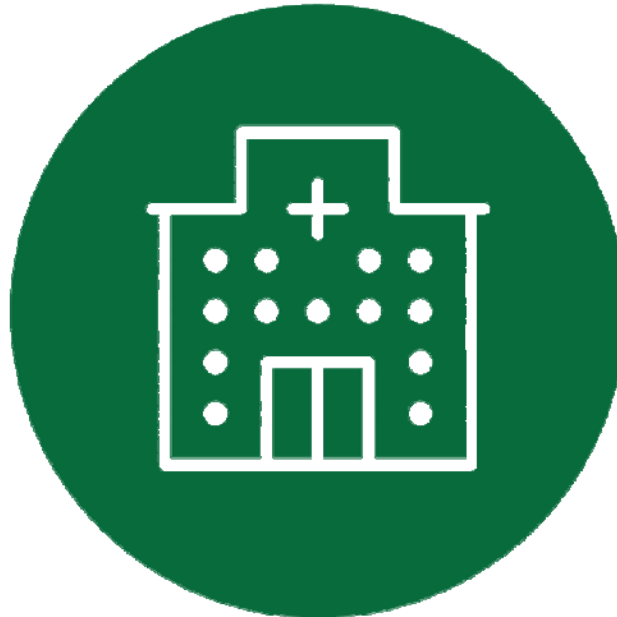
**Closing**

Kelly closed the meeting by stating her hope is that the affiliation is successful for all and that she will carry out the Monitor role to the best of her ability. She also shared her contact information and stated that individuals are welcome to reach out with any questions or concerns.

The meeting was adjourned at 7:20pm EST.

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**Deloitte.**



YNHHSC/L+MH Independent Monitor  
Community Representatives Meeting

January 24, 2017

# Meeting Agenda

Meeting Agenda
Formal Introduction of the Designated Community Representative to the L+MH Board of Directors
Overview of the Independent Monitor Roles & Responsibilities
Overview of Monitoring Procedures
Overview of YNHHSC and L+MH's Community Benefit/Community Building
Questions

## Formal Introduction: Designated Community Representative to the L+MH Board of Directors

### 15-32033-CON Condition 14

For three (3) years following the Closing Date, the Applicants shall allow for one (1) community representative to serve as a voting member of L+MH's Board of Directors with rights and obligations consistent with other voting members under L+MH's Board of Director Bylaws. The Applicants shall select the community representative in a manner that ensures the appointment of an unbiased individual who will fairly represent the interests of the communities served by L+MH. Office of Health Care Access is imposing this Condition to ensure continued access to health care services for the patient population.



## Designated Community Representative: Cathy Zall

### **Experience:**

Executive Director of the New London Homeless Hospitality Center since 2007

Pastor of the First Congregational Church of New London

Project Manager for the Connecticut Department of Social Services

Program Director for the Connecticut Child Care Assistance Program

Deputy Commissioner of the New York City Department of Social Services

### **Academic Background:**

Master of Divinity degree from Yale University

MBA from New York University

Bachelor's Degree from Brown University

# Independent Monitor Roles & Responsibilities

15-32033-  
CON  
CONDITIONS  
15/33

Within sixty (60) days after the Closing Date, YNHSC shall contract with an Independent Monitor who has experience in hospital administration and regulation. The Independent Monitor shall be retained at the sole expense of YNHSC. Representatives of Office of Health Care Access and Facilities Licensing and Inspection Section will approve the Independent Monitor's appointment. The Independent Monitor shall be engaged for a minimum period of two (2) years following the Closing, which may be extended for another year at Office of Health Care Access and/or Facilities Licensing and Inspection Section's discretion. The Independent Monitor will be responsible for monitoring the Applicants' compliance with the Conditions set forth in this Order. The Applicants shall provide the Independent Monitor with appropriate access to L+MH and its applicable records in order to enable the Independent Monitor to fulfill its functions hereunder. Office of Health Care Access is imposing this Condition to ensure continued access to health care services for the patient population and to verify and monitor compliance with the Conditions set forth herein.

In addition to the above, L+M and YNHSC make the following commitment for a period of five years post Closing: L+M and YNHSC shall appoint an independent monitor at their own cost (selected by YNHSC and L+M and approved by Office of Health Care Access) to serve as a post-transfer compliance monitor. Such monitor shall, at a minimum meet with representatives of the L+M community at 6 months after the Date of Closing and annually and shall report to Office of Health Care Access in accordance with Section 19a-639(e) of the general statutes and specifically address (i) L+M's compliance with the Certificate of Need Order; and (ii) the level of community benefits and uncompensated care provided by L+M during the prior period. L+M shall provide the monitor with reasonable access to its public filings and facilities and all other financial information necessary for the purposes of carrying out the monitor's duties. L+MH shall hold a public forum in New London 6 months after the Closing date and not less than annually thereafter during the monitoring period to provide for public review and comment on the monitor's reports and findings. If the Independent Monitor determines that YNHHS and L+MH are substantially out of compliance with the conditions to the CON, the monitor shall notify YNHHS and L+MH in writing regarding the deficiency. Within two weeks of such notice, the monitor shall convene a meeting with representatives from YNHHS and L+MH for the purpose of determining compliance and any appropriate corrective action plan. If YNHSC and L+M fail to implement a plan of correction satisfactory to the monitor within thirty days of such meeting, the monitor shall report such substantial noncompliance and its impact on health care costs and accessibility to Office of Health Care Access. Office of Health Care Access shall determine whether such non-compliance has had a material negative impact and what remedy is reasonably necessary to bring YNHSC and L+M into compliance and shall have the right to enforce these conditions by all means and remedies available to it under law and equity, including but not limited to Conn. Gen. Stat. 19a-642 and the right to impose and collect a civil penalty under Conn. Gen. Stat. 19a-653. In addition, in the event Office of Health Care Access determines YNHSC and L+M are in material non-compliance, Office of Health Care Access may order YNHSC and L+M to provide additional community benefits as necessary to mitigate the impact of such non-compliance.

# Independent Monitor Roles & Responsibilities

## 15-32032- CON CONDITION 8

L+M and YNHHSO make the following commitment for a period of five years post-Closing: L+M and YNHHSO shall appoint an independent monitor at their own cost (selected by YNHHSO and L+M and approved by Office of Health Care Access) to serve as a post-transfer compliance monitor. Such monitor shall, at a minimum meet with representatives of the L+M community at six months after the Date of Closing and annually and shall report to Office of Health Care Access in accordance with Section 19a-639(e) of the general statutes and specifically address: (i) L+M's compliance with the Certificate of Need Order; and (ii) the level of community benefits and uncompensated care provided by L+M during the prior period. L+M shall provide the monitor with reasonable access to its public filings and facilities and all other financial information necessary for the purposes of carrying out the monitor's duties. L+M shall hold a public forum in New London at six months after the Date of Closing and not less than annually thereafter during the monitoring period to provide for public review and comment on the monitor's reports and findings. If the Independent Monitor determines that YNHHSO and L+M are substantially out of compliance with the conditions to the CON, the monitor shall notify YNHHSO and L+M in writing regarding the deficiency. Within two weeks of such notice, the monitor shall convene a meeting with representatives from YNHHSO and L+M for the purpose of determining compliance and any appropriate corrective action plan. If YNHHSO and L+M fail to implement a plan of correction satisfactory to the monitor within thirty days of such meeting, the monitor shall report such substantial noncompliance and its impact on health care costs and accessibility to Office of Health Care Access. Office of Health Care Access shall determine whether such non-compliance has had a material negative impact and what remedy is reasonably necessary to bring YNHHSO and L+M into compliance and shall have the right to enforce these conditions by all means and remedies available to it under law and equity, including but not limited to Conn. Gen. Stat. 19a-642 and the right to impose and collect a civil penalty under Conn Gen. Stat. 19a-653. In addition, in the event Office of Health Care Access determines YNHHSO and L+M to provide additional community benefits as necessary to mitigate the impact of such non-compliance.

# Independent Monitor Roles & Responsibilities

## 15-32033-CON CONDITION 16

The Independent Monitor will report to both Office of Health Care Access and Facilities Licensing and Inspection Section. The Independent Monitor shall conduct on-site visits of L+MH on no less than a semi-annual basis to assess adherence to DPH's Consent Order. The Independent Monitor shall furnish a written report of his or her assessment to Office of Health Care Access and Facilities Licensing and Inspection Section within 30 days of the completion of each on-site review. YNHSC will have the opportunity to review and provide written responses to the report. As Office of Health Care Access deems necessary, the Independent Monitor shall meet with Office of Health Care Access and Facilities Licensing and Inspection Section personnel to discuss the written report and will perform additional periodic reviews. Office of Health Care Access is imposing this Condition to ensure continued access to health care services for the patient population and to verify and monitor compliance with the Conditions set forth herein.

# Monitor Procedures

## Ongoing oversight and Analysis:

- Office of Health Care Access is imposing conditions in an effort to ensure continued access to health care services for the patient population and to monitor compliance with the conditions set forth herein.
- As the Independent Monitor, D&T will be responsible for monitoring YNHHS's compliance with the conditions set forth in the Order. Additional monitoring activities include:
  - Meet regularly with YNHHS leadership team.
  - Set deadlines for YNHHS prior to Office of Health Care Access submission due dates in an effort to ensure timeliness.

## Reporting:

- D&T will obtain and evaluate documentation for accuracy and completeness prior to submission to Office of Health Care Access.
- D&T will report to both Office of Health Care Access and Facilities Licensing and Inspection Section and will conduct on-site visits of L+MH.
- D&T shall furnish a written report of an assessment to Office of Health Care Access and Facilities Licensing and Inspection Section within 30 days of the on-site review.
- YNHHS will have the opportunity to review and provide written responses to the report.
- As Office of Health Care Access deems necessary, D&T shall meet with Office of Health Care Access and Facilities Licensing and Inspection Section personnel to discuss the written report.



## Monitoring Procedures: Meetings

Meeting	Frequency
Independent Monitor Meeting with Community Representatives	<p><u>Annual</u>: Such monitor shall, at a minimum meet with representatives of the L+MH community at six months after the Date of Closing (by March 7, 2017) and annually and shall report to Office of Health Care Access in accordance with Section 19a-639(e) of the general statutes and specifically address: (i) L+MH's compliance with the Certificate of Need Order; and (ii) the level of community benefits and uncompensated care provided by L+MH during the prior period.</p>
Independent Monitor Public Forum	<p><u>Annual</u>: L+MH shall hold a public forum in New London at six months after the Date of Closing and not less than annually thereafter during the monitoring period to provide for public review and comment on the monitor's reports and findings.</p>
Joint Meeting of YNHHSB and L+MH Boards with additional public meeting	<p><u>Semi-annual</u>: For three (3) years following the Closing Date, the Applicants shall hold a meeting of the YNHHSB Board and L+MH Board ("Joint Board Meetings") at least twice annually. Such Joint Board Meetings shall be followed by a meeting to which the public is invited in advance and at which the public is informed of L+MH's activities and afforded an opportunity to ask questions and make comments. Office of Health Care Access is imposing this Condition to ensure continued access to health care services for the patient population.</p>

## YNHHSC & L+MH: Community Building/Community Benefit

### 15-32033-CON CONDITION 11

The Applicants shall maintain community benefit programs and community building activities for L+MH for three (3) years after the Closing Date consistent with L+MH's most recent Schedule H of IRS Form 990 or shall provide such other community benefit programs and community building activities that are at least as generous and benevolent to the community as L+MH's current programs, and the Applicants shall apply no less than a 1 % increase per year for the next three (3) years toward the L+MH's community building activities in terms of dollars spent. In determining L+MH's participation and investment in both community benefits and community building activities, the Applicants shall address the health needs identified by the applicable CHNA in effect at the time and the population health management objectives, including social determinants of health, contained in the related Implementation Strategy. On an annual basis, YNHHSC shall identify the amounts and uses related to community benefits and community building and shall discuss how such Investments and support are being applied toward the health needs identified in the CHNA and population health management objectives. Such reporting shall be filed within thirty (30) days of the anniversary date of the Closing for three years and shall be posted on L+MH's website. Office of Health Care Access is imposing this Condition to ensure continued access to health care services for the patient population.

### 15-32033-CON CONDITION 31

L+M and YNHHSC have agreed to maintain at least the same level of community benefit consistent with L+M's most recent Schedule H of IRS Form 990 and its Community Health Needs Assessment (CHNA). L+M and YNHHSC agree to conduct an updated Community Health Needs Assessment by no later than December 31, 2016, and provide services in accordance with implementation plan adopted as part of the updated CHNA process and provide Office of Health Care Access with its updated CHNA within thirty days of its approval.

## YNHHSC & L+MH: Community Building/Community Benefit

### 15-32033-CON CONDITION 12

The Applicants shall work toward making culturally and linguistically appropriate services available and integrated throughout L+MH's operations. Specifically, the Applicants shall ensure that L+MH shall take reasonable steps to provide meaningful access to each individual with limited English proficiency eligible to be served or likely to be encountered in its health programs and activities, in accordance with the implementing regulations of Section 1557 of the Patient Protection and Affordable Care Act. Additionally, the Applicants shall provide at L+MH, appropriate insurance navigator services for patients and, where appropriate, English as a second language and cultural competency training for employees. In complying with this Condition, the Applicants shall ensure that L+MH shall be guided by the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care published by the U.S. Department of Health and Human Services' Office of Minority Health. For three (3) years following the Closing Date, YNHHSC shall submit a written report on its activities directed at meeting this Condition. Such reporting shall be filed within thirty (30) days of the anniversary date of the Closing and shall be posted on L+MH's website. Office of Health Care Access is imposing this Condition so as to ensure continued access to health care services for the patient population.

# YNHHSC & L+MH: Community Building/Community Benefit

**SCHEDULE H (Form 990)** **Hospitals** OMB No. 1545-0047  
 Department of the Treasury Internal Revenue Service  
 Complete if the organization answered "Yes" to Form 990, Part IV, question 20. Attach to Form 990.  
 Information about Schedule H (Form 990) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).  
**2014** Open to Public Inspection

Name of the organization: LAWRENCE & MEMORIAL HOSPITAL  
 Employer identification number: 06-0646704

**Part I Financial Assistance and Certain Other Community Benefits at Cost**

1a Did the organization have a financial assistance policy during the tax year? If "No," skip to question 6a. **1a** X

b If "Yes," was it a written policy? **1b** X

2 If the organization had multiple hospital facilities, indicate which of the following best describes application of the financial assistance policy to its various hospital facilities during the tax year.  
 Applied uniformly to all hospital facilities  Applied uniformly to most hospital facilities  
 Generally tailored to individual hospital facilities

3 Answer the following based on the financial assistance eligibility criteria that applied to the largest number of the organization's patients during the tax year.  
 a Did the organization use Federal Poverty Guidelines (FPG) as a factor in determining eligibility for providing free care? If "Yes," indicate which of the following was the FPG family income limit for eligibility for free care:  
 100%  150%  200%  Other 250.0000 % **3a** X  
 b Did the organization use FPG as a factor in determining eligibility for providing discounted care? If "Yes," indicate which of the following was the family income limit for eligibility for discounted care:  
 200%  250%  300%  400%  Other \_\_\_\_\_ % **3b** X  
 c If the organization used factors other than FPG in determining eligibility, describe in Part VI the criteria used for determining eligibility for free or discounted care. Include in the description whether the organization used an asset test or other threshold, regardless of income, as a factor in determining eligibility for free or discounted care.

4 Did the organization's financial assistance policy that applied to the largest number of its patients during the tax year provide for free or discounted care to the "medically indigent"? **4** X

5a Did the organization budget amounts for free or discounted care provided under its financial assistance policy during the tax year? **5a** X  
 b If "Yes," did the organization's financial assistance expenses exceed the budgeted amount? **5b** X  
 c If "Yes" to line 5b, as a result of budget considerations, was the organization unable to provide free or discounted care to a patient who was eligible for free or discounted care? **5c** X  
 6a Did the organization prepare a community benefit report during the tax year? **6a** X  
 b If "Yes," did the organization make it available to the public? **6b** X

Complete the following table using the worksheets provided in the Schedule H instructions. Do not submit these worksheets with the Schedule H.

**7 Financial Assistance and Certain Other Community Benefits at Cost**

Financial Assistance and Means-Tested Government Programs	(a) Number of activities or programs (optional)	(b) Persons served (optional)	(c) Total community benefit expense	(d) Direct offsetting revenue	(e) Net community benefit expense	(f) Percent of total expense
a Financial Assistance at cost (from Worksheet 1) . . . . .		1,624	822,218.		822,218.	.23
b Medicaid (from Worksheet 3, column a) . . . . .		26,445	55,626,089.	27,389,825.	28,236,264.	8.06
c Costs of other means-tested government programs (from Worksheet 3, column b) . . . . .		818	1,720,395.	847,108.	873,287.	.25
d Total Financial Assistance and Means-Tested Government Programs . . . . .		28,887	58,168,702.	28,236,933.	29,931,769.	8.54
<b>Other Benefits</b>						
e Community health improvement services and community benefit operations (from Worksheet 4) . . . . .	45	6,406	1,503,450.	338,156.	1,165,294.	.33
f Health professions education (from Worksheet 5) . . . . .	24	3,869	1,568,350.	3,500.	1,564,850.	.45
g Subsidized health services (from Worksheet 6) . . . . .	9	5,739	8,971,377.	2,850,362.	6,121,015.	1.75
h Research (from Worksheet 7)						
i Cash and in-kind contributions for community benefit (from Worksheet 8) . . . . .	6	560	51,340.		51,340.	.01
j Total Other Benefits . . . . .	86	16,574	12,094,517.	3,192,018.	8,902,499.	2.54
k Total. Add lines 7d and 7j. . . . .	86	45,461	70,263,219.	31,428,951.	38,834,268.	11.08

For Paperwork Reduction Act Notice, see the Instructions for Form 990. Schedule H (Form 990) 2014

LAWRENCE & MEMORIAL HOSPITAL OMB No. 1545-0047  
 Schedule H (Form 990) 2014 Page 2

**Part II Community Building Activities** Complete this table if the organization conducted any community building activities during the tax year, and describe in Part VI how its community building activities promoted the health of the communities it serves.

	(a) Number of activities or programs (optional)	(b) Persons served (optional)	(c) Total community building expense	(d) Direct offsetting revenue	(e) Net community building expense	(f) Percent of total expense
1 Physical improvements and housing						
2 Economic development						
3 Community support	2	896	46,004.		46,004.	.01
4 Environmental improvements						
5 Leadership development and training for community members						
6 Coalition building	3		12,870.		12,870.	
7 Community health improvement advocacy						
8 Workforce development						
9 Other						
10 Total	5	894	58,874.		58,874.	.01

Source: L+MH IRS Form 990 for period ending September 30, 2015, Schedule H

## YNHHSC & L+MH: Community Building/Community Benefit

Category	FY15 (actual)	FY16 (estimated)
Total Community Benefit	\$38,893,142	\$43.6 Million (est.)
Financial Services (Medicaid, uncompensated care)	\$30,121,139	\$35 million (est.)
Community Building	\$58,874	\$57,795 (est.)
Total Community Benefit (less Financial Services)	\$8,772,003	\$9.1 million (est.)

Notes:

- FY15 information is from the IRS form 990 Schedule H
- FY16 estimates have been provided by YNHHSC/L+MH Management



# Appendix

1. L+MH Office of Health Care Access Order can be found [here](#).
2. Hospital Group Office of Health Care Access Order can be found [here](#).

# Independent Monitor Contact Information

**Kelly J. Sauders**

Partner

Deloitte Advisory

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New York, NY 10112

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This document was created pursuant to the engagement letter dated November 7, 2016 between Deloitte & Touche LLP (“D&T”) and Yale New Haven Health Services Corporation and its subsidiaries. This document is not intended to be and should not be used or relied on by any other person or entity. D&T and its affiliated and related entities shall not be responsible for any loss sustained by any person or entity that relies on this document.

## User, OHCA

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**From:** Capozzalo, Gayle <Gayle.Capozzalo@ynhh.org>  
**Sent:** Wednesday, February 01, 2017 11:39 AM  
**To:** User, OHCA  
**Cc:** 'YNHHSCOHCAMonitor@deloitte.com'; Salsgiver, Carolyn; 'Holmes, Laurel (lholmes@lmhosp.org)'; Fiore, Denise; O'Connor, Christopher; Cummings, Bruce (L and M); Willcox, Jennifer  
**Subject:** Docket #15-32033-CON: Condition 3  
**Attachments:** Condition 3\_Integration of 6-18 initiative in CHIP (SENT TO OHCA 020117).pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

The attached is being forwarded in compliance with Docket #15-32033-CON: Condition 3 – Integration of CDC 6/18 Initiative in the Health Improvement Collaboration of Southeastern CT Community Health Improvement Plan.

Thank you,  
Gayle

Gayle Capozzalo, FACHE  
Chief Strategy Officer  
789 Howard Avenue  
New Haven, CT 06519  
**Phone:** 203-688-2605  
**Fax:** 203-688-3472  
[gayle.capozzalo@ynhh.org](mailto:gayle.capozzalo@ynhh.org)

YaleNewHavenHealth



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Docket #15-32033-CON: Condition 3

Integration of the CDC 6|18 Initiative in the Health Improvement Collaborative of Southeastern CT Community Health Improvement Plan

Condition 3:

Following completion of L+MH's 2016 Community Health Needs Assessment (CHNA), YNHHSCT shall participate with L+MH, and the key community stakeholders and health organizations, in conducting future CHNAs and shall provide a copy of the 2016 CHNA and its Implementation Strategy to OHCA within thirty (30) days of completion. YNHHSCT and the participants shall utilize Healthy Connecticut State Health Improvement Plan data and priorities as the starting point for the new CHNA (available at [http://www.ct.gov/dph/lib/dph/state\\_health\\_planning/sha-ship/hct2020/hct2020\\_state\\_hlth\\_impv\\_032514.pdf](http://www.ct.gov/dph/lib/dph/state_health_planning/sha-ship/hct2020/hct2020_state_hlth_impv_032514.pdf)), as well as any applicable community health improvement plan issues by any local health department in the Service Area. The Implementation Strategy shall also adopt the evidence-based interventions identified in the Centers for Disease Control 6/18 initiative (available at <http://www.cdc.gov/sixteen>) to the extent the health priorities identified in the CHNA correlate to the health conditions identified by the CDC and provide information on how any patient outcomes related to the Implementation Strategy will be measured and reported to the community. In the event that L+MH has already substantially completed its 2016 Implementation Strategy at the time of the signing of this Order, it may submit the information requested in the 6/18 initiative as an addendum within six (6) months of the Closing Date. The CHNA and the Implementation Strategy shall be published on the website of L+MH. Until such time as the CHNA and Implementation Strategy are submitted to OHCA, YNHHSCT shall continue to support and implement L+MH's current CHNA. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.

Response


The CDC 6|18 Initiative identifies six high-burden health conditions and eighteen evidence-based prevention interventions with the desired outcomes of improving health and reducing healthcare related costs; diabetes is one of the six high-burden areas. In the 2016 Community Health Improvement Plan ("Implementation Strategy" or CHIP) of the multi-sector Health Improvement Collaborative of Southeastern CT, healthy lifestyles was identified as a priority area for intervention. Specifically, due to significant disparities by income, race and education as it relates to diabetes prevalence, the group is focusing on reducing diabetes risk factors in four targeted populations: low income, African American, Hispanic and pre-diabetics.

Both 6|18 Initiative evidence-based interventions on diabetes have been incorporated into the CHIP as strategies (as noted in the excerpt from the CHIP below) because of the alignment of these interventions and the CHIP priority area. As is the case for each of the strategies in the CHIP, process and outcome measures will be tracked and publicly reported in the form of a dashboard to be developed by the Health Improvement Collaborative of SE CT.



**Docket #15-32033-CON: Condition 3**  
**Integration of the CDC 6 | 18 Initiative in the Health Improvement Collaborative of Southeastern CT Community Health Improvement Plan**

**Excerpt from the CDC 6 /18 Strategies:**



**CONTROL AND PREVENT DIABETES**

- + Expand access to the National Diabetes Prevention Program, a lifestyle change program for preventing type 2 diabetes.
- + Promote screening for abnormal blood glucose in those who are overweight or obese as part of a cardiovascular risk assessment.

**Diabetes Goal from the Health Improvement Collaborative of SE CT/L+M Hospital Community Health Improvement Plan 2016**

**Priority Area:** Support and nurture healthy lifestyles to reduce contributing factors to diabetes, particularly among persons with low-incomes and African Americans

**Goal:** Increase healthy food consumption and physical activity and improve the system of care for diabetes

Objectives	Strategies (Programs, Services, Partnerships)	Target Populations	Tactics (Specific Action Steps)	Anticipated Impact	Measures (P=process, O=outcome)	
By January 2018, identify gaps in the system of care for people with pre-diabetes and create strategies to address those gaps.	Quarterly screening events at locations where low-income persons frequent to include pre-diabetes awareness education	Low-income, African American, Hispanic	Collaboration with primary care providers; safety net provider organizations (e.g. food pantries, community meal sites, social services); collaboration with NAACP and immigration resource center	Increased identification of pre-diabetics	# screenings (P), # prediabetics referred for care (P)	2017-2019
	Support enhanced diabetes prevention program opportunities	Pre-diabetics	Identify resources to expand area diabetes prevention programming; develop referral mechanisms to build participation	Reduced progression of pre-diabetes to diabetes	# DPP sessions held (P) Diabetes prevalence (O)	2017-2019

**Docket #15-32033-CON: Condition 3**  
**Integration of the CDC 6|18 Initiative in the Health Improvement Collaborative of Southeastern CT Community Health Improvement Plan**

**DETAILED Strategic Plan Accomplishments and Resource Investment Narrative: Docket # 15-32033-CON, Condition 7/32b**

NAME OF PROJECT	DESCRIPTION OF AND RATIONAL FOR PROJECT	EXPENDITURE AMOUNT	ROLLOUT OF EXPENSES			FUNDING SOURCE*
			Est. Beg. Date	Est. End Date	Est. Startup Date	
<b>Operational Improvements</b>						
<b>Community Need / Community Building</b>						

**SIGNATURE:** \_\_\_\_\_  
 Vincent Tammaro, Exec VP & Chief Financial Officer, YNHHS and Chief Financial Officer, YNHH

**SIGNATURE:** \_\_\_\_\_  
 Christopher O'Connor, Exec VP & Chief Operating Officer, YNHHS

Detailed narrative due to OHCA with summary page semi-annually 60 days following 3/31/17; 9/30/17; 3/31/18; 9/30/18; 3/31/19; 9/30/19 (3 years) and annually until end of FY 2021 (9/30/21)  
 Due internally to Regulatory 30 days prior to OHCA due date.

## Olejarz, Barbara

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**From:** Roberts, Karen  
**Sent:** Friday, February 03, 2017 3:50 PM  
**To:** Olejarz, Barbara  
**Subject:** FW: question on CON conditions - public forum for CONs #32032 and #32033

Barbara  
Please place in 32032 and 32033 (the two Yale-L+M CONs) - Karen

---

**From:** Roberts, Karen  
**Sent:** Friday, February 03, 2017 3:49 PM  
**To:** 'ksauders@deloitte.com'  
**Cc:** Martone, Kim; Cotto, Carmen  
**Subject:** RE: question on CON conditions - public forum for CONs #32032 and #32033

Hi Kelly

Kim asked that I get back to you on your email below. Please note that the following wording is in both CON decisions (the hospital parent transfer of ownership, as well as the L+M Medical Group transfer of ownership).

*L+M shall hold a public forum in New London at six months after the Date of Closing and not less than annually thereafter during the monitoring period to provide for public review and comment on the monitor's reports and findings.*

This event is the Hospitals' event is not an OHCA public hearing; OHCA therefore has no rules, statutes, regulations or past examples to provide for guiding the Hospital and Independent Monitor in how to notify the public of this matter. OHCA expects that the hospital will convene this forum so that it is well noticed to the public, noticed in a timely manner, fully informative and includes both transactions (the hospital and the physician practice). They should put it on all applicable websites.

Sincerely,

*Karen Roberts*

Principal Health Care Analyst  
Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308  
P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)



---

**From:** Martone, Kim  
**Sent:** Friday, February 03, 2017 9:48 AM  
**To:** Roberts, Karen

**Cc:** Riggott, Kaila  
**Subject:** FW: Question about L+MH Public Meeting and notice

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**From:** Sauders, Kelly (US - New York) [<mailto:ksauders@deloitte.com>]  
**Sent:** Friday, February 03, 2017 9:46 AM  
**To:** Martone, Kim  
**Subject:** RE: Question about L+MH Public Meeting and notice

Good morning Kim – one question I forgot to pose yesterday. With respect to the upcoming public meeting, how should I have YNHSC publish the notice? Gayle Capozzalo mentioned that there is a process OHCA uses, but YNHSC has never had to do this before.

I would imagine the notice should be published in at least the New London Day and the Hartford Courant – again – looking for guidance. I am also not sure of timing? We are planning to hold the meeting on 3/1, so I'm sure we should get the initial notice published at least with a few weeks' notice? Is there also a follow-up posting? Does it have to be posted to the L+MH website?

I would appreciate any guidance you have as I want to make sure this is done correctly.

Thanks,  
Kelly

**Kelly J. Sauders**  
Partner  
Deloitte Advisory  
30 Rockefeller Plaza  
New York, NY 10112  
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v.E.1



## User, OHCA

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**From:** PATEL, SHRADDHA <SHRADDHA.PATEL@YNHH.ORG>  
**Sent:** Tuesday, February 21, 2017 2:07 PM  
**To:** User, OHCA  
**Cc:** 'ynhhscohcmonitor@deloitte.com'; Capozzalo, Gayle; Gonsalves, Elizabeth; Willcox, Jennifer; Anderson, Maureen (LMHOSP); Tammaro, Vincent; McCabe, Patrick  
**Subject:** Docket #15-32033-CON: Condition 9  
**Attachments:** Condition 9 - L+MH Adoption of YNHHS Financial Assistance Policies (021717) SENT TO OHCA 022117.pdf

Attached please find the L+MH financial assistance policies, as well as LMC and L+MH Board resolutions ratifying adoption of said policies. This is being submitted to comply with Docket #15-32033-CON: Condition 9 - L+MH adoption of YNHHS's financial assistance policies.

The financial assistance policies are posted on L+MH's website.

If you have any questions, please feel free to contact me.

Thank you,  
Shraddha Patel



**Shraddha Patel, FACHE**  
Director of Strategy and Regulatory Planning & Reporting  
2 Howe 3<sup>rd</sup> Floor  
New Haven, CT 06519  
**Phone:** 860-912-5324  
**Email:** [shraddha.patel@ynhh.org](mailto:shraddha.patel@ynhh.org)

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**Submission to Comply with Docket #15-32033-CON: Condition 9**

**Condition 9 reads:**

Following the Closing Date, L+MH will adopt YNHHS's financial assistance (charity and free care) policies or adopt other policies that are at least generous and benevolent to the community as L+MH's current policies, consistent with state and federal law. These policies shall be posted on the website pages of L+MH and as additionally required by applicable law. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.

<b>Service Area:</b> Corporate Business Services	<b>YALE NEW HAVEN HEALTH SYSTEM POLICIES &amp; PROCEDURES</b>	
<b>Title:</b> Financial Assistance Programs Policy		
<b>Date Approved:</b> 09/20/2013	<b>Approved by:</b> Boards of Trustees Senior Vice President, Finance	
<b>Date Effective:</b> 09/20/2013 1/1/2017 Lawrence + Memorial Hospital and Westerly Hospital	<b>Date Reviewed/Revised:</b> 01/21//2015, 09/30/2016, 12/16/2016	
<b>Distribution:</b> MCN Policy Manager	<b>Policy Type (I or II):</b> Type I	
<b>Supersedes:</b> Yale New Haven Hospital Financial Assistance Programs for Hospital Services (NC:F-4) Bridgeport Hospital Financial Assistance Programs for Hospital Services (9-13) Greenwich Hospital Overview of Financial Assistance Programs for Hospital Services Lawrence + Memorial Hospital and Westerly Hospital Charity Care, Financial Assistance, Free Bed Fund Policy		

## PURPOSE

Yale New Haven Health System (“YNHHS”) recognizes that patients may not be able to pay for medically necessary health care without financial assistance. Consistent with its mission, YNHHS is committed to assuring that the ability to pay will be considered carefully when setting amounts due for emergency and other medically necessary hospital services.

In furtherance of its mission, YNHHS has established the Financial Assistance Programs (“FAP”) to assist individuals with paying for emergency and other medically necessary care. The objectives of the FAP are to:

- (i) Specify all financial assistance available under the FAP;
- (ii) Provide clear information regarding eligibility criteria, application requirements and the method for applying for financial assistance;
- (iii) Describe the basis for calculating amounts charged to FAP-eligible patients for emergency or other medically necessary care; and
- (iv) Describe the steps YNHHS hospitals take to widely publicize this FAP within the communities served by YNHHS.

## Financial Assistance Programs Policy

### APPLICABILITY

This policy applies to each licensed hospital affiliated with YNHHS, including Bridgeport Hospital (“BH”), Greenwich Hospital (“GH”), Lawrence + Memorial Hospital (“LMH”), Yale-New Haven Hospital (“YNHH”) and Westerly Hospital (“WH”) (each a “Hospital”).

### POLICY

#### I. Scope and Provider List

- A. **Emergency and Other Medically Necessary Care.** The FAP apply to emergency and other medically necessary care, including inpatient and outpatient services, billed by a Hospital. The FAP exclude: (a) private room or private duty nurses; (b) services that are not medically necessary, such as elective cosmetic surgery; (c) other elective convenience fees, such as television or telephone charges, and (d) other discounts or reductions in charges not expressly described in this policy.
- B. **Provider List.** A list of providers who provide emergency and other medically necessary care at a Hospital can be found here:

[https://www.ynhh.org/~media/files/ynhhs/forms/financial/011117/ynhh\\_fap\\_policy\\_list\\_2017.pdf](https://www.ynhh.org/~media/files/ynhhs/forms/financial/011117/ynhh_fap_policy_list_2017.pdf)

The list indicates if the provider is covered under the FAP. If the provider is not covered under this FAP, patients should contact the provider’s office to determine if the provider offers financial assistance and if so what the provider’s financial assistance policy covers.

#### II. Financial Assistance Programs and Eligibility

Financial assistance is available to individuals who are residents of the United States of America, or citizens of the United States residing abroad, who complete the required financial assistance application and meet the additional eligibility requirements described below.

- A. **Free Care.** The Free Care program provides care at no cost to Hospital patients with gross annual family income less than or equal to 250% of the Federal Poverty Guidelines (*see* Attachment 1), and who have applied and been approved or receive a valid denial for State medical assistance, within the last six months.

In addition, YNHHS on behalf of BH, GH, and YNHH uses a third party screening tool to assist in identifying individuals with self-pay balances who have not applied for financial assistance, but whose income is less than or equal to 250% of the Federal Poverty Level (*i.e.*, eligible for free care). If a patient is identified through this process outstanding hospital balances may be adjusted to charity (free) care.

- B. **Discounted Care.** If a Hospital patient does not have insurance and his or her gross annual family income is more than 250% of the Federal Poverty Level the Hospital will discount care to the Hospital’s AGB (as defined in Section III below and on Attachment 1 hereto).

## Financial Assistance Programs Policy

- C. **Restricted Bed Funds.** You may be eligible to receive restricted bed funds, which are funds that have been donated to the Hospital to provide free or discounted care to individuals who meet the individual fund criteria. There are no specific income limits for receipt of restricted bed funds. Eligibility is determined on a case-by-case basis by the fund nominators based on financial hardship. All patients who fill out the requisite financial assistance application will automatically be considered for restricted bed funds.
- D. **Other Hospital-Specific Financial Assistance programs.**
- (i) **Yale New Haven Hospital Me & My Baby Program.** This program is available to Yale New Haven Hospital patients. It provides prenatal, labor and delivery services, and some post-partum care free of charge. You may be eligible if you live in New Haven County, do not have any type of health insurance and your family earns less than 2 ½ times the Federal Poverty Level. For more information or to request an application see our representatives at the Yale New Haven Hospital Women’s Center or call 203-688-5470.
  - (ii) **Greenwich Hospital Outpatient Clinic** serves patients insured by Medicare, Medicaid, or insurances offered through Access Health CT and whose family income is less than 4 times the Federal Poverty Level. Further, the clinic provides discounted care to individuals who are not eligible for insurance and who reside in Greenwich and have family income less than 4 times the Federal Poverty Level. For more information or to obtain an application please call 203-863-3334.

### III. Limitation on Charges - Amounts Billed to FAP-Eligible Patients

Where there is an award of financial assistance that does not cover 100% of YNHHS charges for the service, the amounts charged to patients eligible for financial assistance under this Policy will not be more than the amount a Hospital generally bills patients who have insurance coverage for such care (“AGB”). YNHHS calculates AGB annually by Hospital using the “look back method” and based on Medicare fee-for-service rates, including Medicare beneficiary cost-sharing amounts and all private health insurers that pay claims to each Hospital facility for the prior fiscal year. YNHHS may apply the percentage discount by Hospital, or may elect to use the percentage discount most favorable to YNHHS patients. AGB is set forth on Attachment 1 hereto.

As used herein, the “amount generally billed” and “look back method” have the meanings set forth in Internal Revenue Code §501(r)(5) and 1.501(r)-5.

### IV. Method of Applying for Assistance

To be eligible for financial assistance, the patient must complete the requisite application for financial assistance (“Application”). The Application sets forth (i) FAP available programs and eligibility requirements, (ii) the documentation requirements for determinations of eligibility, and (iii) the contact information for FAP assistance. The Application also specifies that (i) the Hospital will respond to each Application in writing, (ii) patients may re-apply for financial assistance under the FAP at any time, and (iii) additional free bed funds become available every year. Hospitals may not



## Financial Assistance Programs Policy

deny financial assistance under the FAP based on failure to provide information or documents that the FAP or the Application do not require as part of the Application.

YNHHS Hospitals will make reasonable efforts to determine eligibility and document any determinations of financial assistance eligibility in the applicable patient accounts. Once Hospital identifies a patient is FAP-eligible, Hospital shall:

- (i) Provide a billing statement indicating amount the individual owes as a FAP-eligible patient, including how the amount was determined and states, or describes, how the individual can get information regarding the AGB for the care;
- (ii) Refund to the individual any amount he or she has paid for the care that exceeds the amount he or she is determined to be personally responsible for paying as a FAP-eligible individual, unless such excess amount is less than \$5, or such other amount set by the IRS; and
- (iii) Take reasonable measures to reverse any extraordinary collection actions.

### **V. Non-Payment – Legal Action**

A Hospital (and any collection agency or other party to which it has referred debt) shall not engage in any extraordinary collection action (“ECA”) before making reasonable efforts to determine if a patient or any other individual having financial responsibility for a self-pay account (Responsible Individual(s)) eligible for financial assistance under this FAP. Any ECA must be approved by the Vice President of Corporate Business Services or his designee(s), prior to the initiation of any ECA.

The Hospital will follow its A/R billing cycle in accordance with internal operational processes and practices. As part of such processes and practices, the Hospital will, at a minimum, notify patients about its FAP from the date care is provided and throughout the A/R billing cycle (or during such period as is required by law, whichever is longer) by:

1. All patients will be offered a plain language summary and an application form for financial assistance under the FAP as part of the discharge or intake process from a Hospital.
2. At least three separate statements for collection of self-pay accounts will be mailed or emailed to the last known address of the patient and any other Responsible Individual(s); provided, however, that no additional statements need be sent after a Responsible Individual(s) submits a complete application for financial assistance under the FAP or has paid in-full. At least 60 days shall have elapsed between the first and last of the required three mailings. It is the Responsible Individual(s) obligation to provide a correct mailing address at the time of service or upon moving. If an account does not have a valid address, the determination for "Reasonable Effort" will have been made. All single patient account statements of self-pay accounts will include but not limited to:
  - a. An accurate summary of the hospital services covered by the statement;
  - b. The charges for such services;

## Financial Assistance Programs Policy

- c. The amount required to be paid by the Responsible Individual(s) (or, if such amount is not known, a good faith estimate of such amount as of the date of the initial statement); and
  - d. A conspicuous written notice that notifies and informs the Responsible Individual(s) about the availability of financial assistance under the FAP including the telephone number of the department and direct website address where copies of documents may be obtained.
3. At least one of the statements mailed or emailed will include written notice that informs the Responsible Individual(s) about the ECAs that are intended to be taken if the Responsible Individual(s) does not apply for financial assistance under the FAP or pay the amount due by the billing deadline. Such statement must be provided to the Responsible Individual(s) at least 30 days before the deadline specified in the statement. A plain language summary will accompany this statement. It is the Responsible Individual(s) obligation to provide a correct mailing address at the time of service or upon moving. If an account does not have a valid address, the determination for "Reasonable Effort" will have been made.
4. Prior to initiation of any ECA, an oral attempt will be made to contact Responsible Individual(s) by telephone at the last known telephone number, if any, at least once during the series of mailed or emailed statements if the account remains unpaid. During all conversations, the patient or Responsible Individual(s) will be informed about the financial assistance that may be available under the FAP.
5. Subject to compliance with the provisions of this policy, a YNHHS Hospital may take the ECA listed on Attachment 2 of this Policy to obtain payment for medical services provided.

### **VI. Policy Availability**

Copies of the FAP, a plain language summary of the FAP and FAP application are available at <https://www.ynhhs.org/billing-insurance.aspx>.

Each Hospital makes available copies of the FAP, a plain language summary of the FAP and FAP application on request, free of charge, by mail or in the Hospital Emergency Department and at all points of registration in paper form in English and the primary language of any population with limited English proficiency that constitutes 5% or more of the population the Hospital serves. See Attachment 3 for a list of languages.

Contact Corporate Business Services toll free at (855) 547-4584 for information regarding eligibility or the programs that may be available to you, to request a copy of the FAP, plain language summary of the FAP, FAP application form, or Billing and Collection Policy to be mailed to you, or if you need a copy of the FAP, plain language summary, or FAP application form translated to a language other than English. Further, patients may ask Patient Registration, Patient Financial Services and Social Work/Case Management about initiating the FAP application process.

## Financial Assistance Programs Policy

Further efforts to widely publicize the FAP include publishing notices in newspapers of general circulation; providing written notice of FAP in billing statements; providing notice of FAP in oral communications with patients regarding the amount due; and holding open houses and other informational sessions.

### **VII. Management Oversight Committee**

The FAP will be overseen by a management oversight committee chaired by a Senior Vice President, YNHHS and comprised of representatives from Corporate Business Services, patient financial services, patient relations, finance, and the medical staff, as necessary. This committee will meet on a monthly basis.

### **VIII. Compliance with State Law**

Each Hospital shall comply with relevant State laws, including, without limitation, Connecticut General Statutes governing Collections by Hospitals from Uninsured Patients and Rhode Island *Statewide Standard for the Provision of Charity Care* set forth in Section 11.3 of the Rhode Island Department of Health Rules and Regulations Pertaining to Hospital Conversions (the “RI Regulations”) and the *Statewide Standard for the Provision of Uncompensated Care* set forth in Section 11.4 of the RI Regulations.

### **REFERENCES**

Internal Revenue Code 501(c)(3)  
Internal Revenue Code 501(r)  
Conn. Gen. Stat. § 19a-673 et seq.  
RI Regulations 11.3 and 11.4

### **RELATED POLICIES**

YNHHS Billing and Collections Policy  
Yale-New Haven Hospital Policy – Distribution of Free Care Funds NC:F-2

Financial Assistance Programs Policy

**Attachment 1**

**250% of the Federal Poverty Guidelines (FPG)**

<b>Family size:</b>	<b>Maximum Income:</b>
1	\$30,150
2	\$40,600
3	\$51,050
4	\$61,500
5	\$71,950
6	\$82,400

*\*Add \$10,450 for each additional family member*

**Amounts Generally Billed (AGB)**

Patients eligible for financial assistance under this Policy will receive assistance according to the following:

**All YNHHS Hospitals:**

<b>Annual Family Income</b>	<b>Amount of Discount % of Charges</b>	<b>Patient Pays % of Charges</b>
< or = 250% FPG	100%	0
> 250% FPG	69%	31%

*\*For calendar year 2017, AGB (% of charges): BH 32%, GH 32%, LMH 55%, YNH 31% and WH 31%*

**Attachment 2**

**EXTRAORDINARY COLLECTION ACTIONS**

**Property Liens**

Liens on personal residences are permitted only if:

- a) The patient has had an opportunity to apply for free bed funds and has either failed to respond, refused, or been found ineligible for such funds;
- b) The patient has not applied or qualified for other financial assistance under the Hospital's Financial Assistance Policy, to assist in the payment of his/her debt, or has qualified, in part, but has not paid his/her responsible part;
- c) The patient has not attempted to make or agreed to a payment arrangement, or is not complying with payment arrangements that have been agreed to by the Hospital and patient;
- d) The aggregate of account balances is over \$10,000 and the property(ies) to be made subject to the lien are at least \$300,000 in assessed value; and
- e) The lien will not result in a foreclosure on a personal residence.



**Attachment 3**

**Limited English Proficiency Languages**

Albanian
Arabic
Simplified Chinese
French
French Creole (Haitian Creole)
German
Greek
Hindi
Italian
Japanese
Korean
Pashto
Persian Dari
Persian Farsi
Polish
Portuguese
Portuguese Creole (Cape Verdean)
Russian
Spanish
Swahili
Tagalog
Tigrinya
Turkish
Vietnamese

Yale New Haven Health System (YNHHS)  
Financial Assistance Policy - Provider List

All physicians and providers employed by Bridgeport Hospital (BH), Greenwich Hospital (GH), Lawrence and Memorial Hospital (LMH), Westerly Hospital (WH), and Yale New Haven Hospital (YNHH) are covered under the YNHHS Financial Assistance Policy (FAP).

The following is a list of providers rendering care in YNHHS hospitals that are **not** covered under the YNHHS FAP. If the provider is not covered under the YNHHS FAP, patients should contact the provider's office to determine if the provider offers financial assistance and if so, how to become eligible, and for what services the provider's financial assistance policy covers.

While the YNHHS FAP does not apply to Northeast Medical Group (NEMG), NEMG providers that practice in the Hospital subdivision will honor the charity care, including but not limit to Free Care and Discounted Care, granted by YNHHS Hospital's Corporate Business Services.

This listing is effective as of 01/03/17, and is updated quarterly. If you do not see a physician or provider listed here and want to verify whether that person is currently covered under the YNHHS FAP, please call Patient Financial and Admitting Services at 855-547-4584.

Facility	Name	Title	Department	Practice
BH	Abdel-Razeq, Sonya	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
BH	Abder, Roxanne	MD	Obstetrics & Gynecology	Womens Healthcare of Trumbull
BH	Abi-Raad, Rita	MD	Pathology	YUSM Department of Pathology
BH	Abraham, Jossie	DPM	Surgery	Orthopedic Specialty Group
BH	Abrahams, James	MD	Radiology	Yale-New Haven Hospital - Temple Radiology
BH	Abramowitz, Nicole	MD	Pediatrics	Optimus Healthcare
BH	Acquarulo, Ariana	PA	Pediatrics	Pedi Care
BH	Adams-Quow, Sonja	CRNA	Anesthesiology	Bridgeport Anesthesia Assoc.
BH	Adelstein, Judith	APRN	Pediatrics	Yale-New Haven Hospital NICU
BH	Adeniran, Adebowale	MD	Pathology	YUSM Department of Pathology
BH	Adjepong, Yaw	MD	Internal Medicine	Northeast Medical Group
BH	Afrin, Syeda	DO	Internal Medicine	Milford Hospital
BH	Agag, Richard	MD	Surgery	S. Jandali Plastic Surgery, LLC
BH	Ahmadian, Fereshteh(Faye)	MD	Internal Medicine	Fairfield Primary Health Care, LLC
BH	Ahuja, Moha	DO	Internal Medicine	Orthopaedic Specialty Group
BH	Aiello, Paul	MD	Radiology	Robert D. Russo, MD & Assoc.
BH	Albini, Glorianna	APRN	Internal Medicine	Northeast Medical Group
BH	Alcedo, Francis	MD	Internal Medicine	PriMed
BH	Aldaas, Fadi	MD	Internal Medicine	Bridgeport Hospital
BH	Ali, S. M. Yousuf	MD	Internal Medicine	Nirmala L Monteiro MD LLC
BH	Ali, Shazi	APRN	Internal Medicine	Milford Hospital
BH	Altbaum, Robert	MD	Internal Medicine	Internal Med Assoc of Westport
BH	Amberson, Nancy	MD	Pediatrics	Pediatric Healthcare Associates
BH	Amir, Doron	MD	Internal Medicine	Advanced Cardiovascular Specialists
BH	Amoo, Francis	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
BH	Anand, Rahul	MD	Anesthesiology	Connecticut Pain and Wellness Center
BH	Andrejeva, Liva	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Andres, Pietro	MD	Internal Medicine	Gastroenterology Associates, P.C.
BH	Anson, Andrew	MD	Psychiatry	Northeast Medical Group
BH	Antignani, David	PA	Surgery	Bridgeport Hospital
BH	Antonico, Joseph	MD	Internal Medicine	Immediate Medical Care of Monroe
BH	Anyoha, Anselm	MD	Pediatrics	Modern Era Pediatric Practice
BH	Apiado, Frederick	MD	Internal Medicine	Bridgeport Hospital
BH	Argento, Vivian	MD	Internal Medicine	Northeast Medical Group
BH	Armel, Harvey	MD	Surgery	
BH	Armm, Milton	MD	Surgery	Milton Armm, M.D., P.C.

BH	Arslan, Anthony	DO	Internal Medicine	Northeast Medical Group
BH	Asare, Michael	PA	Internal Medicine	Northeast Medical Group
BH	Atkins, Susanne	PA	Emergency Medicine	Y-NHH, Saint Raphael Campus-Occupational Health Plus
BH	Atweh, Nabil	MD	Surgery	Bridgeport Hospital
BH	Awad, John	MD	Surgery	Orthopaedic Specialty Group
BH	Ayala, John-Paul	MD	Internal Medicine	Pulmonary & Int Med Assoc.
BH	Ayyagari, Rajasekhara	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Azodi, Masoud	MD	Obstetrics & Gynecology	YUSM Section of Gynecologic Oncology
BH	Backe, Henry	MD	Surgery	Orthopaedic Specialty Group
BH	Backman, Kenneth	MD	Internal Medicine	Allergy & Asthma Care Fld Cty
BH	Bahtiyar, Mert	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
BH	Bailey, Allison	PA	Pediatrics	Yale-New Haven Children's Hospital at Bridgeport Hospital
BH	Bajda, Katherine	APRN	Psychiatry	Bridgeport Hospital REACH
BH	Baker, Kathryn	DO	Pediatrics	Baker Pediatrics, LLC
BH	Balasingham, Shivashanker	MD	Internal Medicine	Bridgeport Hospital
BH	Baldassarri, Rebecca	MD	Pathology	YUSM Department of Pathology
BH	Barasch, Philip	MD	Internal Medicine	Neurological Specialists, P.C.
BH	Barbieri, Andrea	MD	Pathology	YUSM Department of Pathology
BH	Bard, Adam	MD	Internal Medicine	
BH	Barnaby, Dina	DO	Obstetrics & Gynecology	Women's Obstetrics and Gynecology, P.C.
BH	Barr, Matthew	PA	Radiology	Advanced Radiology Consultants
BH	Barrett, Mary	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Basta, Yong-Son	MD	Pediatrics	
BH	Bauer, Stephen	MD	Surgery	Southern Connecticut Vascular Center
BH	Baum, David	MD	Internal Medicine	Internal Med Assoc of Westport
BH	Beauboeuf, Anne-Lise	MD	Internal Medicine	Southwest Community Health Center
BH	Beck, Lawrence	MD	Internal Medicine	Neurological Specialists, P.C.
BH	Becker, Heather	MD	Emergency Medicine	Bridgeport Hospital Emergency Medicine
BH	Bedford, Andrew	MD	Internal Medicine	Gastroenterology Associates, P.C.
BH	Belkin, Barton	MD	Internal Medicine	Weicholz & Belkin, M.D.
BH	Belmont, Samantha	APRN	Internal Medicine	Northeast Medical Group
BH	Belmont, Steven	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Benaderet, Steven	MD	Internal Medicine	Northeast Medical Group
BH	Benaviv-Meskin, Danielle	MD	Internal Medicine	PriMed
BH	Bennett, David	MD	Internal Medicine	Nephrology Associates, PC

BH	Berard, Paul	MD	Internal Medicine	Medical Specialist Fairfield
BH	Bercik, Richard	MD	Obstetrics & Gynecology	YUSM Section of Urogynecology
BH	Beres, Sarah	PA	Pediatrics	YUSM Section of Pediatric Neonatology
BH	Berkwits, Kieve	MD	Pediatrics	Northeast Medical Group Pediatric Specialists
BH	Bertini, Nicholas	MD	Internal Medicine	PriMed
BH	Bianchi, Mark	MD	Surgery	Yale Medical Group-Stratford Otolaryngology
BH	Bindelglass, David	MD	Surgery	Orthopaedic Specialty Group
BH	Bindra, Ranjit	MD, PhD	Internal Medicine	YUSM Department of Therapeutic Radiology
BH	Bishop, Matthew	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Blagodatny, Marina	MD	Internal Medicine	Northeast Medical Group
BH	Blair, Emily	DO	Obstetrics & Gynecology	OB/GYN of Fairfield County
BH	Blattman, Seth	MD	Surgery	Connecticut Vascular & Thoracic Surgical Associates, P.C.
BH	Block, Calvin	MD	Anesthesiology	Bridgeport Anesthesia Associates
BH	Blondin, Nicholas	MD	Internal Medicine	Assoc. Neuro. of Southern CT
BH	Bloom, Gregory	MD	Internal Medicine	CT Heart & Vascular Center, PC
BH	Bloom, Katherine	MD	Internal Medicine	Allergy & Asthma Care Flfd Cty
BH	Bluestein, Harvey	MD	Surgery	Harvey J. Bluestein M.D., L.L.C.
BH	Blumenfeld-Jaffe, Fern	CNM	Obstetrics & Gynecology	
BH	Boateng, Freda	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
BH	Boatright, Renu	MD	Pediatrics	Trumbull Pediatrics
BH	Bogen, David	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Bonaventura, Kathleen	APRN	Internal Medicine	Cardiac Specialists, PC
BH	Bonde, Pramod	MD	Surgery	YUSM Section of Cardiac Surgery
BH	Bonheim, David	MD	Pediatrics	Trumbull Pediatrics
BH	Boolbol, Robert	MD	Anesthesiology	
BH	Boone, Peter	MD	Surgery	Orthopaedic & Sports Med Ctr.
BH	Bordea, Doru	MD	Internal Medicine	Northeast Medical Group
BH	Bossuyt, Veerle	MD	Pathology	YUSM Department of Pathology
BH	Botta, Marivic	MD	Pediatrics	Pediatric Healthcare Associates
BH	Bottone, Kimberly	APRN	Pediatrics	Yale-New Haven Hospital NICU
BH	Bowman, Jonathan	MD	Surgery	Southern Connecticut Vascular Center
BH	Braddock, Demetrios	MD	Pathology	YUSM Department of Pathology
BH	Brennan, Michael	MD	Internal Medicine	Michael J. Brennan, MD, LLC
BH	Breunig, Joanna	PA	Internal Medicine	Pulmonary & Internal Medicine Associates
BH	Brittis, Dante	MD	Surgery	Orthopaedic Specialty Group



BH	Brockett, Renee	APRN	Pediatrics	Yale-New Haven Children's Hospital at Bridgeport Hospital
BH	Broedlin, Kristen	APRN	Internal Medicine	PriMed
BH	Bronen, Richard	MD	Radiology	Yale-New Haven Hospital - Temple Radiology
BH	Brown, Angela	PA	Surgery	Northeast Medical Group
BH	Brown, David	MD	Surgery	OrthoCare Specialists, L.L.C.
BH	Brown, James	MD	Radiology	YUSM Department of Radiology and Biomedical Imaging
BH	Browning, Nicholas	MD	Emergency Medicine	Y-NHH, St. Raphael Campus - Occupational Health Plus
BH	Brueggestrat, Carly	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Brunelli, Vincent	CRNA	Anesthesiology	Bridgeport Anesthesia Assoc
BH	Buller, Gregory	MD	Internal Medicine	Northeast Medical Group, Inc.
BH	Buonafede, Dennis	MD	Anesthesiology	Bridgeport Anesthesia Associates
BH	Burns, Bryan	MD	Internal Medicine	PriMed
BH	Burrows, Stephen	DPM	Surgery	
BH	Buscher, Michael	DO	Emergency Medicine	Bridgeport Hospital Emergency Medicine
BH	Bushell, David	MD	Internal Medicine	Associates in Pulmonary and Sleep Medicine
BH	Butler, Christine	MD	Pediatrics	Pediatric and Adolescent Medicine, Sydney Z. Spiesel, Ph.D., M.D., LLC
BH	Butler, James	MD	Internal Medicine	Neurological Specialists, P.C.
BH	Butler, Reni	MD	Radiology	YUSM Department of Radiology
BH	Butler, Sabrina	PA	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Butler, William	MD	Surgery	The Center for Wound Healing & Hyperbaric Medicine
BH	Cadan, Alex	PA	Surgery	Orthopaedic Specialty Group
BH	Cadan, Rachel	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Cadariu, Arina	MD	Internal Medicine	Bridgeport Hospital
BH	Cafaro, Michael	MD	Internal Medicine	PriMed
BH	Cahill, Justin	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Cai, Guoping	MD	Pathology	YUSM Department of Pathology
BH	Callahan, Carol	DPM	Surgery	Advanced Medical Footcare
BH	Camilleri, Joseph	MD	Surgery	Griffin Faculty Physicians
BH	Campbell, Gail	CRNA	Anesthesiology	Bridgeport Anesthesia Assoc
BH	Campbell, Katherine	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
BH	Cantatore-Francis, Julie	MD	Internal Medicine	YUSM Department of Dermatology
BH	Capozzi, Katherine	PA	Internal Medicine	
BH	Caramico, Lisa	MD	Anesthesiology	Bridgeport Anesthesia Associates
BH	Cardinale, Joseph	MD	Internal Medicine	Yale Medical Group

BH	Carius, Michael	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Carling, Tobias	MD, PhD	Surgery	YUSM Department of Surgical Oncology
BH	Carravone, John	PA	Surgery	
BH	Carroll, Richard	MD	Pediatrics	Pediatric Healthcare Associates
BH	Casablanca, Domenic	MD	Internal Medicine	PriMed
BH	Casale, Linda	MD	Internal Medicine	Cardiac Specialists, P.C.
BH	Casey, Renee	MD	Pediatrics	Optimus Healthcare
BH	Cassell, Steven	MD	Obstetrics & Gynecology	OB/GYN of Fairfield County
BH	Castillo, Jairo	MD	Anesthesiology	Bridgeport Anesthesia Associates
BH	Castillo, Judith	MD	Internal Medicine	Endo & Diabetes Specialists
BH	Cedeno, Paul	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Cerqueira, Paula	DMD	Surgery	Commerce Park Dental Group
BH	Chacho, Karol	MD	Obstetrics & Gynecology	Robert D. Russo, MD & Assoc.
BH	Chanda, Arijit	MD	Internal Medicine	YUSM Section of Cardiology
BH	Chanda, Kaberi	MD	Internal Medicine	PriMed
BH	Chao, Nelson	MD	Internal Medicine	Allergy & Pulmonary Specialists
BH	Chapman, Jennifer	PA	Pediatrics	Yale-New Haven Hospital NICU
BH	Chen, Yaniv	MD	Internal Medicine	Neurological Specialists, P.C.
BH	Chennattu, Bindu	MD	Internal Medicine	
BH	Chervin, Bradford	MD	Surgery	ENT, Allergy & Facial Plastic Surgery Specialists, LLC
BH	Chess, David	MD	Internal Medicine	
BH	Chessin, Robert	MD	Pediatrics	Pediatric Healthcare Associates
BH	Cheuk, William	MD	Internal Medicine	Bridgeport Hospital
BH	Chianese, Claire	APRN	Psychiatry	Bridgeport Hospital
BH	Chicarilli, Damien	PA	Surgery	Bridgeport Hospital
BH	Chieco-Schwartz, Tina	DPM	Surgery	
BH	Chinniah, Anton	MD	Internal Medicine	
BH	Chiravuri, Murali	MD	Internal Medicine	Cardiac Specialists, P.C.
BH	Chiu, Rafael	MD	Surgery	Ophthalmic Associates, P.C.
BH	Choksey, Mithil	MD	Internal Medicine	Northeast Medical Group
BH	Cholewczynski, Walter	MD	Surgery	Bridgeport Hospital
BH	Chou, Lucia	MD	Internal Medicine	PriMed
BH	Choudhary, Ronika	MD	Obstetrics & Gynecology	Women's Obstetrics and Gynecology, P.C.
BH	Chowdhury, Monzurul	MD	Internal Medicine	Northeast Medical Group
BH	Chung, Joyce	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus

BH	Chung, Taesun	MD	Pediatrics	
BH	Ciencimino, David	MD	Psychiatry	
BH	Cicale, Lauren	PA	Pediatrics	Bridgeport Hospital - Dept of Neonatology
BH	Ciminiello, Frank	MD	Internal Medicine	PriMed
BH	Cimino, Peter	MD	Internal Medicine	
BH	Cimino, William	MD	Surgery	Beach Road Orthopedic Spec.
BH	Cinguina, Julita	APRN	Internal Medicine	
BH	Citarella, Jason	DO	Pediatrics	Bpt-Monroe Pediatric Group
BH	Coffey, Tom	MD	Surgery	Connecticut Ear Nose Throat Medical & Surgical Specialists, P.C.
BH	Cohen, Elin	MD	Pediatrics	Black Rock Pediatrics, PC
BH	Cohen, Paul	MD	Pathology	Bridgeport Hospital
BH	Cohen, Steven	MD	Radiology	Advanced Radiology Consultants
BH	Combest, Spiro	MD	Surgery	Robert D. Russo, MD & Assoc.
BH	Connelly, Lauren	PA	Psychiatry	Bridgeport Hospital
BH	Connolly, Katharine	PA	Surgery	Bridgeport Hospital
BH	Connolly, Michael	MD	Internal Medicine	PriMed
BH	Constantinescu, Simona	MD	Internal Medicine	Bridgeport Hospital
BH	Contessa, Joseph	MD	Internal Medicine	YUSM Dept. of Therapeutic Radiology
BH	Contini, Joseph	MD	Pediatrics	Pediatric Healthcare Assoc.
BH	Cook, Gary	PA	Surgery	Bridgeport Hospital
BH	Cook, Timothy	PA	Surgery	Yale-New Haven Hospital, Saint Raphael Campus
BH	Copel, Joshua	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
BH	Coppola, Amanda	APRN	Pediatrics	Pediatric Healthcare Associates
BH	Correia, Sara	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Costa, Jose	MD	Pathology	YUSM Department of Pathology
BH	Costin, Mihaela	MD	Anesthesiology	Bridgeport Anesthesia Associates
BH	Coutu, Francois	MD	Pediatrics	Canterbury Pediatrics
BH	Crombie, Roselle	MD	Surgery	Northeast Medical Group
BH	Cronin, Harold	MD	Pediatrics	Brookside Pediatrics
BH	Cronin-Weir, Taralyn	DO	Pediatrics	Brookside Pediatrics
BH	Cronsell, Jennifer	DO	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Cross, Sarah	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
BH	Crowley, Jillian	PA	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Cuevas, Claribel	PA	Internal Medicine	Northeast Medical Group
BH	Custis, Kyle	MD	Internal Medicine	Northeast Medical Group

BH	Cuteri, Joseph	MD	Obstetrics & Gynecology	Northeast Medical Group
BH	Cutney, Andrew	MD	Internal Medicine	Northeast Medical Group
BH	Dafcik, Adrian	MD	Internal Medicine	PriMed
BH	Dakwa, Kwasi	MB, ChB	Internal Medicine	Northeast Medical Group
BH	Dalal, Bipin	MD	Pediatrics	
BH	Dall, Chris	PA	Surgery	Connecticut Neurosurgical Specialists, P.C.
BH	Damast, Shari	MD	Internal Medicine	YUSM Department of Therapeutic Radiology
BH	D'Amato, Marc	PA	Surgery	Northeast Medical Group
BH	Darr, Umer	MD	Surgery	Bridgeport Hospital
BH	Das, Debasish	MD	Internal Medicine	PriMed
BH	Daunis, Kerri	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Davenport, Thomas	MD	Surgery	Long Island Plastic Surgical
BH	Davis, R. Daniel	DPM	Surgery	Family Podiatry Center
BH	Dawe, Robert	MD	Surgery	Orthopaedic Specialty Group
BH	Dawlagala, Umanga	MD	Pediatrics	Optimus Health Care
BH	Dayan, Nimrod	MD	Pediatrics	Pediatric Healthcare Associates
BH	Deal, Robert	MD	Obstetrics & Gynecology	Womens Health Care LLC
BH	Deal, Therese-Ann	PA	Pediatrics	Bridgeport Hospital
BH	Deaso, Michele	APRN	Pediatrics	Bridgeport Hospital - Dept of Neonatology
BH	DeBroff, Brian	MD	Surgery	Eye Surgery Associates, LLC
BH	Decker, Roy	MD, PhD	Internal Medicine	YUSM Department of Therapeutic Radiology/Smilow Cancer Hospital
BH	DeGirolamo, Angela	MD	Internal Medicine	
BH	Della-Giustina, Karen	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	DeLucia, Kathy	PA	Surgery	Orthopedic Specialty Group
BH	Demartini, Paul	MD	Surgery	Connecticut Vascular & Thoracic Surgical Associates, P.C.
BH	Denowitz, Jill	MD	Internal Medicine	Internal Med Assoc of Westport
BH	Depuy, James	MD	Surgery	
BH	Despot, Katy	CNM	Obstetrics & Gynecology	Womens Health Care LLC
BH	Detterbeck, Frank	MD	Surgery	Park Avenue Surgical Associates
BH	Devir, Katherine	PA	Pediatrics	Yale-New Haven Hospital NICU
BH	Dewar, Michael	MD	Surgery	YUSM Section of Cardiac Surgery
BH	Dewera-Moczerniuk, Alicja	MD	Pediatrics	Pediatric Healthcare Associates
BH	Dhanjal, Sandhya	MD	Internal Medicine	Medical Specialists of Fairfield
BH	Diaz, Vicente	MD	Surgery	Eye Surgery Associates, LLC

BH	DiBartholomeo, Thomas	MD	Radiology	Advanced Radiology Consultants
BH	Dicks, Demetrius	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Dijeh, Sylvester	MD	Internal Medicine	Bridgeport Hospital
BH	Dillon, Brian	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Dinkes, Lawrence	DDS	Surgery	Commerce Park Dental Group
BH	Distefano, Arcangelo	MD	Internal Medicine	PriMed
BH	Doctor, Leslie	MD	Surgery	Doctor and Associates
BH	Dolan, Neil	MD	Psychiatry	Northeast Medical Group, Inc.
BH	Dombrow, Matthew	MD	Surgery	Connecticut Retina Consultants
BH	Dommu, Aaron	MD	Internal Medicine	Nephrology Associates, PC
BH	Donahue, John	MD	Radiology	Robert D. Russo, MD & Assoc.
BH	Donahue, Sarah	APRN	Pediatrics	Optimus Healthcare
BH	Donaldson-Ramos, Shireen	MD	Obstetrics & Gynecology	Optimus Health Care
BH	Donnelly, Theresa	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	DoRosario, Arnold	MD	Internal Medicine	PriMed
BH	Dortzbach, Kathryn	MD	Anesthesiology	Bridgeport Anesthesia Associates
BH	Doyle, Michael	MD	Obstetrics & Gynecology	CT Fertility Associates
BH	Dragoi, Elena	MD	Pediatrics	Optimus Healthcare
BH	Drake, Gail	PA	Internal Medicine	Milford Hospital
BH	Driesman, Mitchell	MD	Internal Medicine	Cardiac Specialists, P.C.
BH	Driesman, Shelley	MD	Surgery	Ophthalmic Surgeon Greater Bpt
BH	Driggers, Allyson	MD	Pediatrics	Bridgeport Hospital
BH	Driscoll, Colleen	PA	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	D'Souza, Anthony	MD	Internal Medicine	PriMed CHVC
BH	Duben, Michael	MD	Internal Medicine	Endocrinology of Fairfield County, LLC
BH	Duchen, Douglas	MD	Internal Medicine	PriMed
BH	Duda, E. Andrew	MD	Internal Medicine	Medical Specialists of Fairfield
BH	Duffy, Andrew	MD	Surgery	YUSM Section of Surgical Gastroenterology
BH	Dufore, Douglas	PhD	Psychiatry	Northeast Medical Group
BH	Duguay, Nicole	APRN	Pediatrics	YUSM Section of Maternal/Fetal Medicine
BH	Dumitrescu, Mirela	MD	Internal Medicine	Rheumatology & Int. Med Assoc.
BH	Dunston-Boone, Gina	MD	Obstetrics & Gynecology	Bridgeport Hospital
BH	Durand, Melissa	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Durchhalter, Ashley	PA	Internal Medicine	Northeast Medical Group
BH	Duris, Donna	APRN	Internal Medicine	PriMed



BH	Dzienis, Barbara	PA	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Dzubaty, Tanya	PA	Surgery	Orthopedic Specialty Group
BH	Eagan, Patricia	DO	Pediatrics	Pediatric Healthcare Assoc.
BH	Eaton, Maurita	PA	Radiology	Advanced Radiology Consultants
BH	Edusa, Valentine	MD	Obstetrics & Gynecology	OB/GYN of Fairfield County
BH	Edwards, Kristin	MD	Internal Medicine	Northeast Medical Group
BH	Eladawy, Janine	PA	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Emmens, Gregory	APRN	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Ericson, Raina	PA	Surgery	Bridgeport Hospital
BH	Espina-Lee, Elenita	MD	Obstetrics & Gynecology	Affiliates in Women's Care
BH	Esposito, Christa	CNM	Obstetrics & Gynecology	Womens HealthCare Trumbull
BH	Esposito, Claire	MD	Anesthesiology	Bridgeport Anesthesia Associates
BH	Esposito, Jay	MD	Pediatrics	PriMed
BH	Estime, Pierre	DO	Internal Medicine	Southwest Comm. Health Center
BH	Eterno, Robert	DPM	Surgery	Foot Specialists of Trumbull
BH	Evangelista, Joseph	MD	Internal Medicine	Northeast Medical Group
BH	Evans, Suzanne	MD	Internal Medicine	YUSM Department of Therapeutic Radiology
BH	Even, Michele	MD	Radiology	Advanced Radiology Consultants
BH	Exume, Betty	PA	Internal Medicine	Northeast Medical Group
BH	Fabian, Caitlin	PA	Surgery	Bridgeport Hospital
BH	Falcone, Philip	MD	Surgery	Connecticut Retina Consultants
BH	Fan, Jennifer	MD	Radiology	Advanced Radiology Consultants
BH	Fattahi, Pooia	MD	Internal Medicine	Waterbury Neurology
BH	Federman, Adam	MD	Radiology	Advanced Radiology Consultants
BH	Fei, Xiaolan	MD	Obstetrics & Gynecology	Womens Health Center, PC
BH	Feinberg, Dennis	MD	Internal Medicine	
BH	Feintzeig, Irwin	MD	Internal Medicine	Nephrology Associates, PC
BH	Feldman, Alan	DPM	Surgery	The Orthopedic & Sports Medicine Center
BH	Ferdman, Dina	MD	Pediatrics	Northeast Medical Group Pediatric Specialists
BH	Ferreira, Maria	MD	Pediatrics	Bpt-Monroe Pediatric Group
BH	Ferrigno, Rockman	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Figuroa, Eduardo	MD	Pediatrics	Stratford Pediatrics
BH	Filiberto, Cosmo	MD	Internal Medicine	PriMed
BH	Fine, Kenneth	MD	Internal Medicine	Jewish Home for the Elderly
BH	Fischbach, Neal	MD	Internal Medicine	Y-NHH Smilow Fairfield Care Center

BH	Fisher, Lawrence	MD	Internal Medicine	Cardiac Specialists, P.C.
BH	Fisher, Steven	MD	Internal Medicine	Fairfield. Co. Med. Grp, P.C.
BH	Fishman, Robert	MD	Internal Medicine	Cardiac Specialists, P.C.
BH	Fitzgerald, William	MD	Internal Medicine	
BH	FitzGibbons, James	MD	Surgery	Orthopaedic Specialty Group
BH	Fliegelman, Lawrence	MD	Surgery	Richard A. Levin, M.D., Lawrence J. Fliegelman, M.D., LLC
BH	Floch, Craig	MD	Surgery	Ffld Bariatrics & Surgical Spec
BH	Floch, Neil	MD	Surgery	Ffld Bariatrics & Surgical Spec
BH	Flores, John	MD	Internal Medicine	Trumbull Medical Practice
BH	Flynn, Janeane	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Fogel, Mitchell	MD	Internal Medicine	Nephrology Associates, PC
BH	Folman, Robert	MD	Internal Medicine	Smilow Cancer Care -Trumbull
BH	Ford, Catherine	MD	Pediatrics	Optimus Health Care
BH	Forest, Lee	DO	Internal Medicine	Ffld Family Physicians, LLC
BH	Forrest, John	MD	Internal Medicine	YUSM Section of Cardiology
BH	Forte, Kenneth	APRN	Emergency Medicine	Bridgeport Hospital
BH	Fotjadhi, Irma	MD	Internal Medicine	Advanced Cardiovascular Spec.
BH	Free, Richard	MD	Internal Medicine	Northeast Medical Group
BH	Freedman, Richard	MD	Pediatrics	Pediatric Healthcare Associates
BH	Frey, Marnie	APRN	Pediatrics	Bridgeport Hospital
BH	Friedlaender, Gary	MD	Surgery	YUSM Department of Orthopedics
BH	Friedman, Craig	MD	Surgery	
BH	Fullerton, Susan	MD	Pediatrics	Main Street Pediatrics
BH	Gada, Pritee	MD	Internal Medicine	PriMed
BH	Gaeta, Mary Lou	MD	Pediatrics	YUSM Department of Pediatrics
BH	Gagne, Paul	MD	Surgery	Southern Connecticut Vascular Center
BH	Galati, Sandi-Jo	MD	Internal Medicine	Endo & Diabetes Specialists
BH	Galerieau, France	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
BH	Gallo-VanEss, Diane	MD	Pediatrics	Pediatric Healthcare Assoc.
BH	Galvin, Jennifer	MD	Surgery	Yale Eye Center
BH	Garrido, Frank	MD	Emergency Medicine	Bridgeport Hospital
BH	Garvey, Richard	MD	Surgery	General Surgeons Greater Bridgeport
BH	Gavin, James	MD	Internal Medicine	Nephrology Associates, PC
BH	Geeti, Adiba	MD	Internal Medicine	Northeast Medical Group
BH	Gehrie, Eric	MD	Pathology	Y-NHH Smilow Cancer Hospital

BH	Geiger, Arthur	MD	Surgery	
BH	Geirsson, Arnar	MD	Surgery	YUSM Section of Cardiac Surgery
BH	Geisel, Jaime	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Gentes, Cynthia	MD	Internal Medicine	PriMed
BH	Gentry, Eric	MD	Internal Medicine	PriMed
BH	Georgalas, Melanie	MD	Pediatrics	Pediatric Care Assoc. of CT, P.C.
BH	George, Sosamma	MD	Internal Medicine	Neurological Specialists
BH	Geraci, Eileen	APRN	Internal Medicine	PriMed
BH	Geter, Jaime	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Ghiassi, Saber	MD	Surgery	YUSM Section of Surgical Gastroenterology
BH	Gianninoto, Laura	APRN	Surgery	Northeast Medical Group
BH	Girasole, Gerard	MD	Surgery	The Orthopedic & Sports Medicine Center
BH	Giuran Benetato, Iulian	MD	Internal Medicine	Bridgeport Hospital
BH	Gladstein, Geoffrey	MD	Internal Medicine	Northeast Medical Group
BH	Glasgow, Kristen	MD	Surgery	Mill Hill Surgical Associates
BH	Glasser, Jack	MD	Internal Medicine	
BH	Glazer, Peter	MD, PhD	Internal Medicine	Lawrence & Memorial Hospital
BH	Glick, Kristen	PA	Emergency Medicine	
BH	Goldstein, Lee	MD	Surgery	Southern Connecticut Vascular Center
BH	Goldstone-Orly, Leslie	MD	Obstetrics & Gynecology	Womens Healthcare of Trumbull
BH	Goodstine, Shelley	MD	Radiology	Advanced Radiology Consultants
BH	Gordon, Kilbourn	MD	Emergency Medicine	Urgent Care of CT Ridgefield
BH	Gordon, Ram	MD	Internal Medicine	Cardiac Specialists, P.C.
BH	Gourineni, Venkata	MD	Internal Medicine	Northeast Medical Group
BH	Grant, Jillian	APRN	Pediatrics	Pediatric Healthcare Associates
BH	Gray, Pamela	MD	Anesthesiology	Bridgeport Anesthesia Associates
BH	Greenspan, Philip	MD	Internal Medicine	PriMed
BH	Gregg, Kristin	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Gregg, Shea	MD	Surgery	Bridgeport Hospital
BH	Greiner, Richard	MD	Emergency Medicine	
BH	Grewal, Kevin	MD	Internal Medicine	Northeast Medical Group
BH	Grey, Wendy	APRN	Internal Medicine	Northeast Medical Group
BH	Grochowalska, Agnieszka	MD	Internal Medicine	Endo & Diabetes Specialists
BH	Gross, Stewart	MD	Surgery	Hand Surgery of Southern CT
BH	Grossman, Kenneth	MD	Internal Medicine	

BH	Gruskay, Jeffrey	MD	Pediatrics	Milford Pediatric Group
BH	Guadagnoli, Germano	MD	Internal Medicine	
BH	Guess, Marsha	MD	Obstetrics & Gynecology	YUSM Section of Urogynecology
BH	Gulliford, Jill	PA	Surgery	Connecticut Vascular & Thoracic Surgical Associates, P.C.
BH	Gulrajani, Avinash	MD	Internal Medicine	CT Heart & Vascular Center, PC
BH	Gunabushanam, Gowthaman	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Gunn, Jennifer	CRNA	Anesthesiology	YUSM Department of Anesthesiology
BH	Guoth, Maria	MD	Internal Medicine	Maria S. Guoth, M.D.
BH	Gupta, Bhawna	MD	Internal Medicine	Northeast Medical Group
BH	Gupta, Manisha	MD	Internal Medicine	Northeast Medical Group
BH	Gupta, Tarun	MD	Internal Medicine	
BH	Gussin, Bruce	PA	Psychiatry	Northeast Medical Group, Inc.
BH	Hagani, Andrea	MD	Pediatrics	Pediatric Healthcare Associates
BH	Haims, Andrew	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Hann, Michael	PA	Surgery	
BH	Hansen, James	MD	Internal Medicine	YUSM Department of Therapeutic Radiology
BH	Hao, Liming	MD	Pathology	Bridgeport Hospital
BH	Harigopal, Malini	MD	Pathology	YUSM Department of Pathology
BH	Harkins-Squitieri, Kelly	MD	Radiology	Advanced Radiology Consultants
BH	Harman, Mary Beth	DO	Obstetrics & Gynecology	
BH	Harris, Darcy	DO	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Haydon-Ryan, Amy	PA	Surgery	Orthopedic Specialty Group
BH	Heiat, Asefeh	MD	Internal Medicine	Southern CT Geriatric and Preventive Medicine, L.L.C.
BH	Heineken, Christian	MD	Internal Medicine	PriMed
BH	Heller, Warren	MD	Internal Medicine	Northeast Medical Group
BH	Hemenway, Charles	MD	Pediatrics	Pediatric Healthcare Associates
BH	Hemstock, Heidi	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Hen, Jacob	MD	Pediatrics	Northeast Medical Group Pediatric Specialists
BH	Henvy, Elisabeth	APRN	Internal Medicine	Bridgeport Hospital
BH	Hermele, Herbert	MD	Surgery	Orthopaedic Specialty Group
BH	Herzlinger, Robert	MD	Pediatrics	Bridgeport Hospital
BH	Higgins, Susan	MD	Internal Medicine	YUSM Department of Therapeutic Radiology/Smilow Cancer Hospital
BH	Hill, Monica	APRN	Internal Medicine	PriMed
BH	Hobbie, Robert	MD	Pediatrics	Pediatric Healthcare Associates

BH	Hochstadt, Judith	MD	Pediatrics	Pediatric Healthcare Associates
BH	Hoggatt, Tracey	APRN	Pediatrics	Bridgeport Hospital
BH	Homa, Thomas	MD	Pediatrics	Pediatric Healthcare Associates
BH	Homer, Robert	MD, PhD	Pathology	YUSM Department of Pathology
BH	Hong, Jin Ki	MD	Anesthesiology	Bridgeport Anesthesia Assoc
BH	Honigsberg, Elizabeth	MD	Surgery	General Surgeons Greater Bridgeport
BH	Hooley, Regina	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Hoq, Sheikh	MD	Internal Medicine	Bridgeport Hospital
BH	Horn, Jay	MD	Internal Medicine	
BH	Horvath, Laura	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Hubbard, Matthew	MD, MS	Surgery	YUSM Section of Surgical Gastroenterology
BH	Huber, Steffen	MD	Radiology	YUSM Department of Radiology and Biomedical Imaging
BH	Hudnall, Stanley	MD	Pathology	YUSM Department of Pathology
BH	Hughes, Terence	MD	Radiology	Advanced Radiology Consultants
BH	Hui, Pei	MD, PhD	Pathology	YUSM Department of Pathology
BH	Humphrey, Peter	MD	Pathology	YUSM Department of Pathology
BH	Hung, Alex	DMD	Surgery	
BH	Hunt, William	MD	Internal Medicine	Nephrology Associates, PC
BH	Hur, Sik	MD	Internal Medicine	CT Heart & Vascular Center, PC
BH	Huribal, Marsel	MD	Surgery	Southern CT Vascular Center, LLC
BH	Husain, Zain	MD	Internal Medicine	YUSM Department of Therapeutic Radiology
BH	Hussain, Syed	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Hutchinson, Karen	MD	Internal Medicine	Bridgeport Hospital
BH	Huttner, Anita	MD	Pathology	YUSM Department of Pathology
BH	Iava, Pamela	APRN	Internal Medicine	Northeast Medical Group
BH	Ingraldi, Peter	MD	Surgery	
BH	Irby, Ceasar	DPM	Surgery	Mill Hill Surgical Associates
BH	Irving, Michele	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Ivy, Michael	MD	Surgery	Bridgeport Hospital
BH	Jackson, Pamela	MD	Internal Medicine	Pamela E. Jackson, MD LLC
BH	Jackson, Wilhelmina	CNM	Obstetrics & Gynecology	Northeast Medical Group
BH	Jacobs, Harris	MD	Pediatrics	Bridgeport Hospital
BH	Jacobs, Lee	MD	Obstetrics & Gynecology	Southport Women's Care
BH	Jaffe, David	MD	Anesthesiology	Bridgeport Anesthesia Associates
BH	Jain, Dhanpat	MD	Pathology	YUSM Department of Pathology



BH	Jain, Monica	MD	Internal Medicine	
BH	Jain, Neil	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Jakubowski, Peter	CRNA	Anesthesiology	Bridgeport Anesthesia Assoc
BH	Jalkut, Susanna	MD	Pediatrics	Pediatric Healthcare Associates
BH	Jandali, Shareef	MD	Surgery	
BH	Jennings, Bryan	PA	Internal Medicine	Bridgeport Hospital
BH	John, Genevieve	MD	Internal Medicine	PriMed
BH	Johnson, Christa	MD	Pediatrics	Pediatric Care Assoc. of CT, P.C.
BH	Johnson, Keisha	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Johnson, Michele	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Johung, Kimberly	MD	Internal Medicine	YUSM Department of Therapeutic Radiology
BH	Jordan, B. Bryan	DO	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Ju, Jennifer	MD	Internal Medicine	Fam. Health & Wellness CTR LLC
BH	Jutkowitz, David	MD	Internal Medicine	
BH	Kallen, Amanda	MD	Obstetrics & Gynecology	YUSM Section of Reproductive Endocrinology
BH	Kalu, Chinenye	APRN	Internal Medicine	Milford Hospital
BH	Kamath, Amit	MD	Pediatrics	Trumbull Pediatrics
BH	Kaplan, Jeffrey	MD	Surgery	
BH	Karkanitsa, Leonid	MD	Internal Medicine	Internal Med. Of Greater New Haven
BH	Karol, Ian	MD	Radiology	Advanced Radiology Consultants
BH	Karol, Nina	MD	Internal Medicine	
BH	Karpenos, Leonid	MD	Internal Medicine	
BH	Kashani, Shabnam	MD	Obstetrics & Gynecology	Bridgeport Hospital
BH	Kassapidis, Elizabeth	DO	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Katigbak, Guillermo	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Katz, Eric	MD	Surgery	
BH	Katz, Lee	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Katz, Samuel	MD, PhD	Pathology	YUSM Department of Pathology
BH	Kaufman, David	MD	Internal Medicine	Northeast Medical Group
BH	Kaufman, Jeremy	MD	Surgery	Urological Associates of Bridgeport, PC
BH	Kaushal, Neelima	MD	Obstetrics & Gynecology	
BH	Kayani, Sohail	MD	Pediatrics	
BH	Kaye, Alan	MD	Radiology	Advanced Radiology Consultants
BH	Kazi, Azimuddin	MD	Pediatrics	Neurological Specialists, P.C.
BH	Keane, Charis	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine

BH	Keenan, Casey	PA	Internal Medicine	Bridgeport Hospital
BH	Kejner, Alexandra	MD	Surgery	YUSM Section of Otolaryngology
BH	Keller, Jill	APRN	Internal Medicine	Bridgeport Hospital
BH	Kelly, Sean	MD	Internal Medicine	OrthoCare Specialists, L.L.C.
BH	Kemp-Prosterman, Karen	DDS	Surgery	
BH	Kenler, Andrew	MD	Surgery	Park Avenue Surgical Associates
BH	Kerner, Jeffrey	MD	Surgery	
BH	Kersten-Ulmen, Laurie	CRNA	Anesthesiology	Bridgeport Anesthesia Assoc
BH	Khalid, Haroon	MD	Internal Medicine	Southwest Community Health Center
BH	Khan, Jenifer	MD	Internal Medicine	Northeast Medical Group
BH	Khan, Sajid	MD	Surgery	Bridgeport Hospital
BH	Kier, Ruben	MD	Radiology	Advanced Radiology Consultants
BH	Kim, Jennifer	MD	Radiology	Yale Diagnostic Radiology
BH	Kim, Robert	MD	Internal Medicine	Nephrology Associates, PC
BH	Kim, Young	MD	Pathology	Bridgeport Hospital
BH	King, Brian	MD	Surgery	Connecticut Vascular & Thoracic Surgical Associates, P.C.
BH	King, Michael	MD	Internal Medicine	Allergy & Asthma Assoc. of CT
BH	Kingsly, Kenneth	MD	Surgery	NEMG Urology
BH	Kipperman, Harry	MD	Pediatrics	Milford Pediatric Group
BH	Kirschenbaum, Lawrence	MD	Anesthesiology	Orthopaedic Specialty Group
BH	Kishinevsky, Anya	MD	Surgery	Aesthetic Surgery Center of Connecticut
BH	Klein, Rhonda	MD	Internal Medicine	
BH	Klein, Wendy	MD	Surgery	Ophthalmic Associates, P.C.
BH	Kleinman, Gary	MD	Obstetrics & Gynecology	Northeast Medical Group
BH	Klufas, Adrian	MD	Internal Medicine	
BH	Knaus, David	DDS	Surgery	
BH	Knowlton, Christin	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus, Hamden
BH	Kochan, Charles	MD	Internal Medicine	Yale-New Haven Hospital Rehabilitation and Wellness Center at Milford Hospital
BH	Kocinsky, Daniel	MD	Internal Medicine	PriMed
BH	Kodaman, Pinar	MD, PhD	Obstetrics & Gynecology	YUSM Section of Reproductive Endocrinology
BH	Kohari, Katherine	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
BH	Kokenos, Lara	PA	Surgery	PriMed
BH	Kolade, Christina	DO	Internal Medicine	
BH	Kolade, Ebenezer	MD	Internal Medicine	

BH	Kondor, Melanie	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Koral, Alexander	MD	Pediatrics	YUSM Department of Pediatrics
BH	Koskinas, Christina	PA	Pediatrics	Yale-New Haven Hospital NICU
BH	Kowalski, Diane	MD	Pathology	YUSM Department of Pathology
BH	Koziel, Jeannette	APRN	Emergency Medicine	YUSM Department of Emergency Medicine
BH	Kraft, Michael	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Kraus, Melanie	APRN	Pediatrics	Bridgeport Hospital
BH	Krichavsky, Marc	MD	Internal Medicine	Cardiac Specialists, P.C.
BH	Kucher, Taras	MD	Surgery	Southern Connecticut Vascular Center
BH	Kulakov, Slava	MD	Internal Medicine	PriMed
BH	Kumaradhas, Catherine	MD	Internal Medicine	Northeast Medical Group
BH	Kumaraswami, Rajesh	MD	Anesthesiology	Bridgeport Anesthesia Associates
BH	Kunkes, Steven	MD	Internal Medicine	Cardiac Specialists, P.C.
BH	Kwok, Katie	PA	Obstetrics & Gynecology	
BH	Kwok, Patrick	MD	Surgery	Orthopaedic Specialty Group
BH	Kwon, Jeffrey	MD	Internal Medicine	Bridgeport Hospital
BH	Kwon, Soo Hyun	MD	Pediatrics	YUSM Section of Pediatric Neonatology
BH	Laifer, Julie	MD	Obstetrics & Gynecology	Southport Women's Care
BH	Laifer, Steven	MD	Obstetrics & Gynecology	Bridgeport Hospital
BH	Lam, Chunwang	MD	Internal Medicine	PriMed
BH	LaMastra, Philip	MD	Obstetrics & Gynecology	Bridgeport Hospital
BH	Lamba, Amarjit	MD	Anesthesiology	Bridgeport Anesthesia Associates
BH	LaMonte, Thomas	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Lancaster, Gilead	MD	Internal Medicine	
BH	Landau, Alan	MD	Internal Medicine	PriMed
BH	Landau, Charles	MD	Internal Medicine	
BH	Landis, Robert	MD	Pediatrics	Pediatric Healthcare Associates
BH	Landry, Marie	MD	Pathology	YUSM Department of Laboratory Medicine
BH	Lane, Edward	MD	Surgery	
BH	Langeland, Rolf	MD	Surgery	Orthopaedic Specialty Group
BH	Larrison, Wayne	MD	Surgery	Connecticut Retina Consultants
BH	Laser, Mark	MD	Obstetrics & Gynecology	Womens Health Care LLC
BH	Laskin, William	MD	Pathology	Bridgeport Hospital
BH	Lastomirsky, David	MD	Internal Medicine	
BH	Latham, Douglas	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine

BH	Latich, Igor	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Latzman, Gordon	MD	Internal Medicine	PriMed
BH	Laugel, Karen	MD	Pediatrics	Pediatric Care Assoc. of CT, P.C.
BH	Lauren, David	DO	Internal Medicine	
BH	Lavi, Nimrod	MD	Internal Medicine	Arrhythmia Center of Connecticut
BH	Lavin, Marissa	APRN	Internal Medicine	Bridgeport Palliative Care
BH	LeCleur, Karen	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Lee, Michael	MD	Pediatrics	Pediatric Healthcare Associates
BH	Lenard, Edward	MD	Pediatrics	
BH	Lenhart, Kevin	MD	Internal Medicine	CT Heart & Vascular Center, PC
BH	Leonardi, Rachel	DO	Obstetrics & Gynecology	
BH	Leonida, Sophia	MD	Pediatrics	Station House Pediatrics
BH	Lerner, Seth	MD	Internal Medicine	Adult & Pediatric Dermatology Specialists, P.C.
BH	Lettera, James	MD	Surgery	Connecticut Vascular & Thoracic Surgical Associates, P.C.
BH	Levesque, Paul	MD	Radiology	Yale Diagnostic Radiology - St. Raphael Campus
BH	Levi, Andrew	MD	Obstetrics & Gynecology	Park Ave Fertility&ReprodMed
BH	Levi, Angelique	MD	Pathology	YUSM Department of Pathology
BH	Levin, Flora	MD	Surgery	Y-NHH Smilow Cancer Hospital Multispecialty Care Center
BH	Levin, Richard	MD	Surgery	Richard A. Levin, M.D., Lawrence J. Fliegelman, M.D., LLC
BH	Levine, Edwin	MD	Internal Medicine	PriMed
BH	Levine, Steven	MD	Surgery	ENT and Allergy Associates, P.C.
BH	Lillo, Nicholas	MD	Internal Medicine	
BH	Lindahl, Diana	APRN	Internal Medicine	
BH	Lindstrom, Karen	CRNA	Anesthesiology	Bridgeport Anesthesia Assoc
BH	Link, Richard	MD	Internal Medicine	
BH	Lipkind, Heather Sue	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
BH	Lipow, Kenneth	MD	Surgery	Connecticut Neurosurgical Specialists, P.C.
BH	Lipton, Lawrence	DMD	Surgery	Children's Dental Assoc., P.C.
BH	Lischuk, Andrew	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Liu, Renu	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Lo, Lawrence	MD	Radiology	Advanced Radiology Consultants
BH	Lobo, David	MD	Internal Medicine	Internal Medicine & Infectious Disease Assoc
BH	Lockhart, Roberta	MD	Pediatrics	Milford Pediatric Group
BH	Loeser, Caroline	MD	Internal Medicine	

BH	Logiadis, Emmanuel	MD	Internal Medicine	PriMed
BH	Longtine, Janina	MD	Pathology	YUSM Department of Pathology
BH	Lopatin, Richard	MD	Internal Medicine	
BH	Lopez, Javier	MD	Psychiatry	Yale-New Haven Children's Hospital at Bridgeport Hospital
BH	Lopez, Rolando	PA	Surgery	
BH	Lopusny, Diana	MD	Pediatrics	Preferred Pediatrics
BH	Loss, Alexis	PA	Psychiatry	YUSM Section of Surgical Gastroenterology
BH	Lottick, Adam	MD	Internal Medicine	Northeast Medical Group Cardiology
BH	Lowell, Darcy	MD	Pediatrics	Bridgeport Hospital
BH	Lu, Esther	MD	Internal Medicine	NEMG - Bridgeport Community Health
BH	Luizzi, Megan	PA	Pediatrics	Yale-New Haven Hospital NICU
BH	Lukawski, Jolanta	MD	Internal Medicine	Northeast Medical Group Internal Medicine Fairfield
BH	Luna-Rudin, Francesca	MD	Internal Medicine	Fairfield County Medical Group, P.C.
BH	Luu, Lemi	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Ly, David	PA	Internal Medicine	Northeast Medical Group
BH	Machledt, John	MD	Internal Medicine	
BH	Madonick, Maria	CRNA	Anesthesiology	YUSM Department of Anesthesiology - Saint Raphael Campus
BH	Madri, Joseph	MD, PhD	Pathology	YUSM Department of Pathology
BH	Magriples, Urania	MD	Obstetrics & Gynecology	YUSM Section of Maternal Fetal-Medicine
BH	Mahajan, Amit	MD	Radiology	Yale Diagnostic Radiology
BH	Maiocco, John	DPM	Surgery	PriMed
BH	Maisel, Jonathan	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Majumdar, Sachin	MD	Internal Medicine	
BH	Malefatto, Jerry	MD	Internal Medicine	Smilow Cancer Care -Trumbull
BH	Malhotra, Ajay	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Malik, Awais	MD	Internal Medicine	
BH	Malin, Joel	MD	Surgery	Orthopaedic Specialty Group
BH	Mancher, Kenneth	MD	Internal Medicine	PriMed
BH	Manoni, Timothy	MD	Surgery	Southern Connecticut Vascular Center
BH	Marchetti, Daniel	PA	Surgery	Bridgeport Hospital
BH	Marrinan, Greg	MD	Radiology	Advanced Radiology Consultants
BH	Marrone, Jennifer	MD	Obstetrics & Gynecology	Norwalk Community Health Center
BH	Marsan, Ben	MD	Surgery	Southern Connecticut Vascular Center
BH	Marsillio, Olga	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Martin, David	MD	Surgery	The Orthopedic & Sports Medicine Center



BH	Martin, Joseph	MD	Obstetrics & Gynecology	YUSM Section of Reproductive Endocrinology
BH	Martins, Jessica	PA	Surgery	
BH	Masone, Pasquale	MD	Internal Medicine	PriMed
BH	Masoud, Amir	MD	Internal Medicine	YUSM Section of Digestive Diseases
BH	Mathew-Rohaly, Shybi	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Mauer, Kenneth	MD	Internal Medicine	
BH	McCormick, Marie	APRN	Internal Medicine	Cardiac Specialists, PC
BH	McCullough, David	MD	Surgery	PriMed
BH	McDermott, Dermot	PA	Internal Medicine	
BH	McGibbon, Bruce	MD	Internal Medicine	Bridgeport Hospital
BH	McGuigan, Courtney	CRNA	Anesthesiology	YUSM Department of Anesthesiology
BH	McLaughlin, Coleen	PA	Internal Medicine	PriMed
BH	McLaughlin, Pamela	APRN	Internal Medicine	Cardiac Specialists, P.C.
BH	McPherson, Craig	MD	Internal Medicine	Bridgeport Hospital
BH	Mehal, Wajahat	MD	Internal Medicine	YUSM Section of Gastroenterology
BH	Mehra, Saral	MD	Surgery	YUSM Section of Otolaryngology
BH	Meizlish, Jay	MD	Internal Medicine	Cardiac Specialists, P.C.
BH	Mejia, Victor	MD	Internal Medicine	CT Heart & Vascular Center, PC
BH	Mele, Frank	MD	Radiology	Advanced Radiology Consultants
BH	Melton, Barry	MD	Pediatrics	
BH	Menzies, Cheryl	MD	Pediatrics	Bridgeport Hospital
BH	Merck, Stephanie	APRN	Internal Medicine	Fairfield. Co. Med. Grp, P.C.
BH	Merithew, Katie	PA	Pediatrics	Bridgeport Hospital - Dept of Neonatology
BH	Merkle, Diane	APRN	Surgery	Northeast Medical Group, Inc.
BH	Meskin, Seth	MD	Surgery	Eye Physicians & Surgeons
BH	Messina, Robert	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Messinger, Kaitlynn	PA	Pediatrics	YUSM Section of Pediatric Neonatology
BH	Michels-Ashwood, Karin	MD	Internal Medicine	Optimus Healthcare
BH	Mikan, Paul	MD	Internal Medicine	PriMed
BH	Miljkovic, Goran	MD	Internal Medicine	Internal Medicine & Infectious Disease Assoc
BH	Miller, Leslie	DO	Internal Medicine	
BH	Miller, Stuart	MD	Internal Medicine	
BH	Miller-Rivero, Nancy	MD	Surgery	Connecticut Retina Consultants
BH	Minja, Frank	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Mintz, Abraham	MD	Surgery	Abraham Mintz, MD, PC

BH	Miranti, James	MD	Anesthesiology	Bridgeport Anesthesia Associates
BH	Misra, Monique	MD	Internal Medicine	Northeast Medical Group
BH	Mitchell Richards, Kisha	MD	Pathology	Greenwich Hospital
BH	Mix, Vanessa	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Mize, Charles	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Moeckel, Gilbert	MD, PhD	Pathology	YUSM Department of Pathology
BH	Mojibian, Hamid	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Mokotoff, Greg	DMD	Surgery	KidsFirst Pediatric Dentistry
BH	Molloy, Bonnie	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Mongillo, Anthony	MD	Internal Medicine	PriMed
BH	Mongillo, Nicholas	MD	Pediatrics	Pediatric Care Assoc. of CT, P.C.
BH	Monteiro, Nirmala	MD	Internal Medicine	Nirmala L Monteiro MD LLC
BH	Moran, Meena	MD	Internal Medicine	YUSM Department of Therapeutic Radiology
BH	Morgan, Charles	MD	Psychiatry	Bridgeport Hospital
BH	Moriber, Nancy	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Morotti, Raffaella	MD	Pathology	YUSM Department of Pathology
BH	Morrow, Jon	MD, PhD	Pathology	YUSM Department of Pathology
BH	Moskowitz, Robert	MD	Internal Medicine	Cardiac Specialists, PC
BH	Mpuku, Felix	MD	Surgery	
BH	Much, Melissa	MD	Pathology	YUSM Department of Pathology
BH	Muldoon, Lawrence	MD	Surgery	NEMG Urology
BH	Muro, Gerard	MD	Radiology	Advanced Radiology Consultants
BH	Musto, Anthony	MD	Surgery	Eye Surgery Associates, LLC
BH	Myers, Clifford	PA	Surgery	Bridgeport Hospital
BH	Nadzam, Geoffrey	MD	Surgery	YUSM Section of Surgical Gastroenterology
BH	Naik, Harsha	MD	Internal Medicine	Northeast Medical Group
BH	Nallainathan, Sanatkunar	MD	Pediatrics	Neurological Specialists, P.C.
BH	Nallu, Loren	MD	Pediatrics	Yale-New Haven Children's Hospital
BH	Napolitano, Guido	MD	Internal Medicine	PriMed
BH	Napolitano, John	PA	Surgery	Abraham Mintz, MD, PC
BH	Nascimento, Joao	MD	Internal Medicine	
BH	Nash, Esther	MD	Emergency Medicine	Bridgeport Hospital
BH	Nathanson, Michael	MD	Internal Medicine	YUSM Section of Transplantation
BH	Natt, Beth	MD	Pediatrics	Northeast Medical Group, Inc.
BH	Nedelcuta, Steluta	MD	Internal Medicine	Milford Hospital

BH	Needham, Christine	APRN	Internal Medicine	Northeast Medical Group
BH	Negbenebor, Darlene	MD	Internal Medicine	Shoreline Medical, LLP
BH	Nelson, Alan	MD	Internal Medicine	
BH	Nelson, Angella	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Nessralla, Laurie-Ann	MD	Anesthesiology	Bridgeport Anesthesia Associates
BH	Neuberth, Danielle	PA	Emergency Medicine	Greenwich Hospital - NEMG
BH	Noccioli, Daniel	PA	Emergency Medicine	Bridgeport Hospital Emergency Medicine
BH	Noonan, Michael	MD	Internal Medicine	Adult & Pedi Dermatology Specialists
BH	Nori, Kenneth	MD	Internal Medicine	PriMed
BH	Novik, Larry	MD	Internal Medicine	PriMed
BH	Nunez, Mario	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
BH	Nussbaum, Paul	MD	Internal Medicine	Nephrology Associates, PC
BH	Nute-Aupi, Sandra	PA	Obstetrics & Gynecology	
BH	Nuzzolo, Florabel	CRNA	Anesthesiology	Bridgeport Anesthesia Assoc.
BH	O'Brien, Michael	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	O'Connell, Joseph	MD	Surgery	Plastic Surgery of Southern CT
BH	O'Connell, Ryan	MD	Internal Medicine	Bridgeport Hospital
BH	OConnor, Julie	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Odinak, Thomas	MD	Pediatrics	Pediatric Healthcare Associates
BH	Oesau, Michael	PA	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Oestreicher, Mark	MD	Internal Medicine	Adult & Pediatric Dermatology Specialists, P.C.
BH	Oestrich, Charles	MD	Surgery	
BH	Ogundipe, Nnenna	MD	Internal Medicine	Milford Hospital
BH	Ohene-Adjei, Rita	MD	Emergency Medicine	YNHH Occupational Health Services
BH	Okada, Ashley	APRN	Internal Medicine	Northeast Medical Group
BH	Oliveira, Carlos	MD	Pediatrics	Trumbull Pediatrics
BH	Olsavsky, Thomas	MD	Radiology	Advanced Radiology Consultants
BH	Olsen, Adam	PA	Internal Medicine	PriMed
BH	Olson, Alan	PA	Internal Medicine	Bridgeport Hospital
BH	Opalak, Michael	MD	Surgery	Neurological Surgery
BH	Oraziatti, John	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Oraziatti, Kathleen	PA	Radiology	
BH	O'Reilly, Michael	MD	Obstetrics & Gynecology	
BH	Ostroff, Barry	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	O'Toole, Monika	CRNA	Anesthesiology	YUSM Department of Anesthesiology

BH	Ott Young, Anke	MD	Surgery	
BH	Ovide, Trishia	PA	Obstetrics & Gynecology	
BH	Ozerdem, Ugur	MD	Pathology	YUSM Department of Pathology
BH	Pacheco-Irby, Denorah	APRN	Anesthesiology	Bridgeport Anesthesia Associates
BH	Padilla, Linda	MD	Obstetrics & Gynecology	
BH	Pagan, Krystal	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Paidas, Michael	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
BH	Pana, Edmund Ray	MD	Internal Medicine	Milford Hospital
BH	Panzer, Kevin	MD	Internal Medicine	
BH	Paraiso, Edward	MD	Surgery	Urological Associates of Bridgeport, PC
BH	Paramanathan, Mary	MD	Pediatrics	Bpt-Monroe Pediatric Group
BH	Paramanathan, Wigneswaran	MD	Internal Medicine	
BH	Parkash, Vinita	MD	Pathology	Bridgeport Hospital
BH	Passalacqua, Jo-Anne	MD	Internal Medicine	PriMed
BH	Passaretti, David	MD	Surgery	Aesthetic Surgery Center of Connecticut
BH	Patel, Abhijit	MD, PhD	Internal Medicine	Lawrence & Memorial Hospital
BH	Patel, Hemal	PA	Psychiatry	Northeast Medical Group
BH	Patel, Suhash	DO	Internal Medicine	Advanced Cardiovascular Specialists
BH	Patil, Ranjana	MD	Pediatrics	Fairfield Pediatrics, Inc.
BH	Patrignelli, Robert	MD	Internal Medicine	
BH	Patrizio, Pasquale	MD	Obstetrics & Gynecology	Yale Fertility Center
BH	Pazienza, Anthony	PA	Anesthesiology	YUSM Department of Emergency Medicine
BH	Pearl, Adam	MD	Surgery	Connecticut Ear Nose Throat Medical & Surgical Specialists, P.C.
BH	Peluso, Anthony	MD	Anesthesiology	Bridgeport Anesthesia Associates
BH	Pepin, Lauren	APRN	Internal Medicine	Bridgeport Hospital
BH	Perali, Tulasi	MD	Internal Medicine	Northeast Medical Group
BH	Peregrim, David	PA	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Perez Lozada, Juan Carlos	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Perlman, Neil	MD	Surgery	
BH	Persico, Justin	MD	Internal Medicine	Smilow Cancer Care -Trumbull
BH	Persing, John	MD	Surgery	YUSM Section of Plastic Surgery
BH	Peterson, Arnold	MD	Internal Medicine	
BH	Petrok, Karen	APRN	Internal Medicine	Bridgeport Hospital
BH	Pettker, Christian	MD	Obstetrics & Gynecology	YUSM Section of Maternal Fetal-Medicine
BH	Pettway-Stewart, Sharon	APRN	Internal Medicine	Northeast Medical Group, Inc.

BH	Phelan, Kay	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Philpotts, Liane	MD	Radiology	YUSM Department of Diagnostic Radiology/ Smilow Cancer Hospital
BH	Pillsbury, Nicole	PA	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Pinto, Edward	MD	Internal Medicine	Northeast Medical Group
BH	Pinto, Marguerite	MD	Pathology	Bridgeport Hospital
BH	Piscitelli, Ruth	APRN	Internal Medicine	PriMed
BH	Pitassi, Theresa	PA	Emergency Medicine	
BH	Plasencia, Veronica	MD	Internal Medicine	PriMed
BH	Pleimann, Jennifer	PA	Radiology	Advanced Radiology Consultants
BH	Polisetty, Lakshmi	MD	Internal Medicine	Northeast Medical Group
BH	Polke, Nicole	PA	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Pollack, Ari	MD	Internal Medicine	Cardiac Specialists, P.C.
BH	Pollack, Brian	MD	Internal Medicine	Cardiac Specialists, P.C.
BH	Pollak, Jeffrey	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Pomeraniec, Lazaro	MD	Psychiatry	
BH	Pomianowski, Pawel	MD	Internal Medicine	Northeast Medical Group
BH	Ponomarenko, Ihor	MD	Surgery	
BH	Portnay, Edward	MD	Internal Medicine	Cardiology Physicians of Fairfield, LLC
BH	Possenti, Paul	PA	Surgery	Bridgeport Hospital, Section of Trauma and Critical Care
BH	Pounds, Nicole	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Power-Lewis, Dana	APRN	Internal Medicine	Cardiac Specialists, PC
BH	Prasad, Manju	MD	Pathology	YUSM Department of Pathology
BH	Preda, Ioana	MD	Internal Medicine	PriMed
BH	Presnick, Carole	MD	Obstetrics & Gynecology	Northeast Medical Group, Inc.
BH	Prewitt, R. Scott	MD	Internal Medicine	PriMed
BH	Pronovost, Mary	MD	Surgery	Northeast Medical Group
BH	Proto, Kristiane	APRN	Internal Medicine	Northeast Medical Group
BH	Pulice, Edward	MD	Surgery	
BH	Pun, Manuel	MD	Internal Medicine	CT Heart & Vascular Center, PC
BH	Pylypiv, Taras	PA	Surgery	Bridgeport Hospital
BH	Qadir, Muhammad	MD	Internal Medicine	Northeast Medical Group
BH	Quinn, Kathryn	MD	Pediatrics	Trumbull Pediatrics
BH	Rabinowitz, Stephen	MD	Surgery	Ophthalmic Surgeons of Greater Bridgeport, P.C.
BH	Raghu, Madhavi	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging

BH	Rago, Thomas	MD	Surgery	
BH	Rai, Himadri Yadav	APRN	Internal Medicine	Northeast Medical Group
BH	Ralabate, James	MD	Internal Medicine	Primary Care Associates Stratford
BH	Rama, Myl	MD	Internal Medicine	
BH	Ramirez, Randolph	MD	Internal Medicine	
BH	Ramzan, Usman	MD	Internal Medicine	
BH	Rancourt, Jamille	PA	Pediatrics	Yale-New Haven Children's Hospital at Bridgeport Hospital
BH	Rankin, Katricia	CRNA	Anesthesiology	YUSM Department of Anesthesiology
BH	Rao, Balaji	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Rao, Sanjeev	MD	Internal Medicine	Northeast Medical Group
BH	Rao, Vidhya	MD	Internal Medicine	PriMed
BH	Rapko, Leon	DO	Internal Medicine	Northeast Medical Group
BH	Ray, Kerry	APRN	Pediatrics	Bridgeport Hospital - Dept of Neonatology
BH	Raymond, Ronald	MD	Internal Medicine	Cardiac Specialists, P.C.
BH	Razdan, Rishi	MD	Radiology	CT Image Guided Surgery
BH	Reddy, Vikram	MD	Surgery	YUSM Department of Surgical Gastroenterology
BH	Redler, Michael	MD	Surgery	
BH	Reese, Katherine	MD	Obstetrics & Gynecology	
BH	Reeser, Pamela	MD	Radiology	Advanced Radiology Consultants
BH	Reguero Hernandez, Jorge	MD	Surgery	YUSM Section of Gastroenterology
BH	Renzulli, Brenda	APRN	Internal Medicine	Northeast Medical Group
BH	Reyes, Jose Luis	MD	Obstetrics & Gynecology	Affiliates in Women's Care
BH	Reyes, Myrna	MD	Internal Medicine	Optimus Health Care
BH	Reznikoff, Glen	MD	Internal Medicine	
BH	Riccio, Gioia	MD	Radiology	Bridgeport Hospital Outpatient Radiology
BH	Rich, Glenn	MD	Internal Medicine	Fairfield. Co. Med. Grp, P.C.
BH	Richard, Amelita	APRN	Internal Medicine	Northeast Medical Group
BH	Richards, Dara	MD	Pediatrics	Southwest Community Health Center
BH	Richer, Ross	MD	Surgery	Orthopaedic Specialty Group
BH	Richer, Sara	MD	Surgery	NEMG - Head and Neck Surgery
BH	Rimm, David	MD, PhD	Pathology	YUSM Department of Pathology
BH	Rivelli, Michelle	MD	Pediatrics	Pediatric Care Assoc. of CT, P.C.
BH	Rivera, Arnold	MD	Surgery	
BH	Robbins, Kim	MD	Surgery	Robbins Eye Center
BH	Robert, Marie	MD	Pathology	YUSM Department of Pathology



BH	Roberts, Kenneth	MD	Internal Medicine	YUSM Department of Therapeutic Radiology - Smilow Cancer Hospital
BH	Roberts, Kurt	MD	Surgery	YUSM Section of Surgical Gastroenterology
BH	Robles, Amy	CRNA	Anesthesiology	Greenwich Anesthesiology Associates
BH	Rodriguez, Jose Alberto	CRNA	Anesthesiology	YUSM Department of Anesthesiology
BH	Rodriguez, Lealani	MD	Obstetrics & Gynecology	
BH	Rodriguez-Murphy, Amanda	MD	Pediatrics	Pediatric Healthcare Associates
BH	Rohrig, Carolyn	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Ronen, Alon	MD	Internal Medicine	CT Heart & Vascular Center, PC
BH	Rosa, Joseph	MD	Internal Medicine	PriMed
BH	Rosen, Louis	APRN	Internal Medicine	Northeast Medical Group
BH	Rosenberg, Ilene	MD	Internal Medicine	Internal Medicine of Milford
BH	Rosenblatt, Melvin	MD	Radiology	CT Image Guided Surgery, P.C.
BH	Rosenfeld, Lynda	MD	Internal Medicine	YMG at the Shoreline-Cardiology
BH	Rosenthal, Jeffrey	MD	Surgery	
BH	Rosovsky, Mark	MD	Radiology	Advanced Radiology Consultants
BH	Rossie, Carrie	PA	Surgery	
BH	Rotondi, Stephen	CRNA	Anesthesiology	Bridgeport Anesthesia Assoc.
BH	Rowe, Stephanie	DO	Internal Medicine	Northeast Medical Group
BH	Rowland, Christine	PA	Psychiatry	Northeast Medical Group, Inc.
BH	Ruchman, Mark	MD	Surgery	
BH	Rudolph, Daniel	MD	Internal Medicine	Pulmonary & Internal Medicine Associates
BH	Ruggiero, Filomena	CRNA	Anesthesiology	YUSM Department of Anesthesiology
BH	Rusadze, Eka	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Russi, Mark	MD	Emergency Medicine	YNHH Occupational Health Services
BH	Russo, Gregory	MD	Radiology	Robert D. Russo, MD & Assoc.
BH	Russo, Robert	MD	Radiology	Robert D. Russo, MD & Assoc
BH	Ruszkowski, Jaime	MD	Internal Medicine	PriMed
BH	Ryan, Kyle	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Sackstein, Robert	MD	Internal Medicine	CT Heart & Vascular Center, PC
BH	Sadinsky, Howard	DO	Pediatrics	Milford Pediatric Group
BH	Saffir, Michael	MD	Internal Medicine	Orthopaedic Specialty Group
BH	Sager, Barbara	MD	Obstetrics & Gynecology	
BH	Saintilus, Molain	MD	Internal Medicine	PriMed
BH	Salam, Adil	MD	Internal Medicine	Pulmonary & Internal Medicine Associates

BH	Salem, Ronald	MD	Surgery	YUSM Section of Surgical Oncology
BH	Sanchez, Mayra	MD	Internal Medicine	YUSM Section of Gastroenterology
BH	Sandler, Jeffrey	MD	Surgery	Eye Group of CT, LLC
BH	Santomauro, Anthony	MD	Obstetrics & Gynecology	Alliance for Women's Health
BH	Sapiente, Kathryn	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Sapire, Joshua	MD	Radiology	Advanced Radiology Consultants
BH	Sarracino, Joanna	MD	Surgery	Ophthalmic Surgeons of Greater Bridgeport, P.C.
BH	Sauer, Harold	MD	Obstetrics & Gynecology	
BH	Saul, Zane	MD	Internal Medicine	Internal Medicine & Infectious Disease Assoc
BH	Savage, Joseph	DO	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Savetamal, Alisa	MD	Surgery	Northeast Medical Group, Inc.
BH	Sceppa, Debra	PA	Internal Medicine	
BH	Schaschl, Jodi	PA	Surgery	Bridgeport Hospital
BH	Schilling, Kate	PA	Internal Medicine	Northeast Medical Group
BH	Schlachter, Todd	MD	Radiology	YUSM Department of Radiology and Biomedical Imaging - Outpatient Radiology Services
BH	Schlein, Allen	MD	Surgery	Orthopaedic Surgery Associates, P.C.
BH	Schmaling, Brittany	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Schoppmann, Ann Marie	PA	Surgery	Bridgeport Hospital
BH	Schussheim, Adam	MD	Internal Medicine	Cardiac Specialists, P.C.
BH	Schwartz, Dana	MD	Radiology	Advanced Radiology Consultants
BH	Schwartz, Robert	DPM	Surgery	
BH	Scoville, Ann	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Scuderi, Joseph	MD	Internal Medicine	Northeast Medical Group
BH	Segen, Janet	CRNA	Anesthesiology	Bridgeport Anesthesia Assoc
BH	Sena, Kanaga	MD	Internal Medicine	Neurological Specialists
BH	Sergi, Michael	MD	Surgery	Southern Connecticut Vascular Center
BH	Setkoski, Ronald	PA	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Severo, Charles	PA	Internal Medicine	CT Heart & Vascular Center, PC
BH	Sfakianaki, Anna	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
BH	Shah, Mukeshkumar	MD	Pediatrics	
BH	Shah, Shivani	MD	Pediatrics	Southwest Community Health Center
BH	Shah, Subhash	MD	Surgery	General Surgeons Greater Bridgeport
BH	Shah, Vinnie	MD	Surgery	Ophthalmic Surgeons of Greater Bridgeport, P.C.
BH	Shanley, Ana	CRNA	Anesthesiology	Bridgeport Anesthesia Assoc

BH	Sharfuddin, Muhammad	MD	Internal Medicine	Northeast Medical Group
BH	Sharma, Prabin	MD	Internal Medicine	Bridgeport Hospital
BH	Shear, Perry	MD	Surgery	Orthopaedic Specialty Group
BH	Sheehan, Diane	APRN	Internal Medicine	Northeast Medical Group
BH	Sheehan, Jeffrey	CRNA	Anesthesiology	Bridgeport Anesthesia Assoc
BH	Sheikh, Kiran	MD	Radiology	Advanced Radiology Consultants
BH	Sheiman, Laura	MD	Radiology	Yale-New Haven Hospital, Saint Raphael Campus
BH	Sheiman, Rachel	MD	Pediatrics	Willow Pediatric Group
BH	Sherlip, Bernard	MD	Internal Medicine	
BH	Sheynberg, Boris	MD	Internal Medicine	
BH	Shimkin, Peter	MD	Radiology	Advanced Radiology Consultants
BH	Shin, Chung	MD	Surgery	
BH	Shipkowitz, Sandra	APRN	Pediatrics	Bridgeport Hospital
BH	Shostak, Lakin	PA	Obstetrics & Gynecology	
BH	Sica, Daniel	MD	Internal Medicine	PriMed
BH	Sierra, Cesar	MD	Surgery	
BH	Sikorski, Kristan	MD	Internal Medicine	Bridgeport Hospital
BH	Sikorski, Linsley	MD	Internal Medicine	
BH	Silasi, Dan-Arin	MD	Obstetrics & Gynecology	YUSM Section of Gynecologic Oncology
BH	Silasi, Michelle	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
BH	Siljamaki, Karie	APRN	Internal Medicine	PriMed
BH	Simkovitz, Philip	MD	Internal Medicine	
BH	Simo, Sheran	APRN	Internal Medicine	Bridgeport Palliative Care
BH	Simpson, Christine	APRN	Psychiatry	Bridgeport Hospital
BH	Simses, John	MD	Surgery	
BH	Sinard, John	MD, PhD	Pathology	YUSM Department of Pathology
BH	Sklar, Jeffrey	MD	Pathology	YUSM Department of Pathology
BH	Small, Jeffrey	MD	Surgery	
BH	Small, Martha	MD	Pediatrics	Pediatric Healthcare Associates
BH	Small, Peter	MD	Surgery	Peter A. Small. M.D.
BH	Smerling, Neil	MD	Internal Medicine	
BH	Smillie, Christina	MD	Pediatrics	Breastfeeding Resources
BH	Smith, Brian	MD	Pathology	YUSM Department of Laboratory Medicine
BH	Smith, Jason	CRNA	Anesthesiology	Bridgeport Anesthesia Assoc
BH	Smith, Marilyn	MD	Pediatrics	Canterbury Pediatrics

BH	Smith, Marissa	MD	Internal Medicine	The Orthopedic & Sports Medicine Center
BH	Smith, Michael	MD	Internal Medicine	Northeast Medical Group
BH	Smith, Scott	MD	Radiology	Advanced Radiology Consultants
BH	Snowden, Lenore	MD	Internal Medicine	PriMed
BH	Snyder, Christopher	MD	Internal Medicine	Internal Medicine of Milford
BH	Sokol, Joseph	MD	Surgery	Connecticut Eye Specialists
BH	Solomon, Daniel	MD	Surgery	YUSM Section of Pediatric Surgery - YNH Children's Hospital
BH	Soloway, Gregory	MD	Internal Medicine	Gastroenterology Associates, P.C.
BH	Sood, Pardeep	MD	Anesthesiology	
BH	Soto, Leland	MD	Surgery	
BH	Soviero, Fiore	PA	Surgery	
BH	Spadinger, Andrew	DDS	Surgery	Commerce Park Dental Group
BH	Spak, James	MD	Surgery	The Orthopedic & Sports Medicine Center
BH	Spano, Frank	MD	Internal Medicine	Fairfield. Co. Med. Grp, P.C.
BH	Spanolios, Paris	MD	Internal Medicine	Internal Medicine of Milford
BH	Spector, Gary	MD	Internal Medicine	Internal Medicine of Milford
BH	Spector, Kenneth	MD	Internal Medicine	Cardiology Associates of Derby
BH	Spinner, Gary	PA	Internal Medicine	Southwest Community Health Center
BH	Spinner, Janet	CNM	Obstetrics & Gynecology	Southwest Community Health Center
BH	Spivack, Julie	MD	Internal Medicine	
BH	Squicciarini, Helena	DO	Obstetrics & Gynecology	Womens Healthcare of Trumbull
BH	Stahl Hartley, Lynne	CRNA	Anesthesiology	Bridgeport Anesthesia Assoc
BH	Stanton, Robert	MD	Surgery	Orthopaedic Specialty Group
BH	Stanwood, Nancy	MD	Obstetrics & Gynecology	Women's Center
BH	Staub, Edward	MD	Surgery	
BH	Steckel, Mark	MD	Surgery	Pediatric & Adult Ophthalmology
BH	Steenbergen, Peter	MD	Radiology	Advanced Radiology Consultants
BH	Steeves, Corrie	MD	Pediatrics	Pediatric Healthcare Associates
BH	Stein, Stephen	MD	Radiology	Advanced Radiology Consultants
BH	Stelman, Milla	MD	Internal Medicine	PriMed
BH	Stetter, Kevin	PA	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Stevenson, David	APRN	Internal Medicine	
BH	Stewart, Raymond	MD	Internal Medicine	Optimus Health Care
BH	Stillier, Robert	MD	Obstetrics & Gynecology	Mill Hill Medical Consultants
BH	Stone, Kenneth	MD	Anesthesiology	Bridgeport Anesthesia Associates

BH	Storck, Susan	APRN	Internal Medicine	
BH	Stramaglia, Lynn	PA	Surgery	Orthopedic Specialty Group
BH	Stratford, Kevin	PA	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Stupak, Daniel	MD	Internal Medicine	
BH	Sumpio, Bauer	MD, PhD	Surgery	YUSM Section of Vascular Surgery
BH	Sze, Gordon	MD	Radiology	Yale-New Haven Hospital - Temple Radiology
BH	Taikowski, Richard	MD	Internal Medicine	Cardiac Specialists, P.C.
BH	Tandon, Sapna	DO	Obstetrics & Gynecology	
BH	Taubin, Howard	MD	Internal Medicine	Gastroenterology Associates, P.C.
BH	Taylor, Amy Rose	APRN	Internal Medicine	Northeast Medical Group
BH	Taylor, Lauren	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Thomas, Kenneth	MD	Obstetrics & Gynecology	
BH	Thomas, Listy	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Thomson, James	MD	Surgery	YUSM Section of Plastic Surgery
BH	Thornquist, Steven	MD	Surgery	Solo Practice
BH	Thornton, Scott	MD	Surgery	Northeast Medical Group
BH	Tiano, Joseph	MD	Internal Medicine	Cardiology Physicians of Fairfield
BH	Tilley, Evan	MD	Anesthesiology	Bridgeport Anesthesia Assoc
BH	Tola-Shelby, Vicky	MD	Internal Medicine	Optimus Health Care
BH	Torbey, Marina	MD	Obstetrics & Gynecology	Womens Healthcare of Trumbull
BH	Tornatore, Jean	MD	Obstetrics & Gynecology	Northeast Medical Group
BH	Torres, Richard	MD	Internal Medicine	Southwest Community Health Center
BH	Tortora, Louise	DPM	Surgery	
BH	Tortora, Peter	MD	Internal Medicine	
BH	Tortorello, Joseph	MD	Internal Medicine	PriMed
BH	Toumanian, Karine	MD	Internal Medicine	PriMed
BH	Tracy, Lindsey	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Tracy, Todd	MD	Internal Medicine	Internal Medicine of Milford
BH	Tsalapatani, John	MD	Pediatrics	Canterbury Pediatrics
BH	Tsang, Benjamin	MD	Pediatrics	Greenwich Hospital
BH	Tuohy, Edward	MD	Internal Medicine	Cardiac Specialists, P.C.
BH	Turetsky, Arthur	MD	Internal Medicine	Pulmonary & Internal Medicine Associates
BH	Turetsky, Rochelle	MD	Internal Medicine	Northeast Medical Group
BH	Tyler, Chrystal	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Tzakas, Nicholas	MD	Pediatrics	Bpt-Monroe Pediatric Group

BH	Urciuoli, Stephen	MD	Internal Medicine	PriMed
BH	Uysal, Alisa	CRNA	Anesthesiology	
BH	Vaidya, Kirit	MD	Anesthesiology	Bridgeport Anesthesia Assoc.
BH	Vallabhaneni, Vasudha	MD	Internal Medicine	PriMed
BH	VanDell, Peter	MD	Obstetrics & Gynecology	OB/GYN of Fairfield County
BH	Vander Vennet, Scott	MD	Obstetrics & Gynecology	
BH	Varga-Eaton, Brittany	PA	Surgery	Park Avenue Surgical Associates
BH	Varkey, Prathibha	MD	Internal Medicine	Northeast Medical Group
BH	Vash-Margita, Alla	MD	Obstetrics & Gynecology	The Center for Women's Health and Midwifery
BH	Vasquez, Romulo	MD	Internal Medicine	
BH	Vasquez, Tito	MD	Surgery	CT Plastic Surgery Group
BH	Vayneris, Lindsey	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Veksler-Offengenden, Irena	MD	Internal Medicine	Allergy & Asthma Care Fld Cty
BH	Velasco, Noel	MD	Radiology	Advanced Radiology Consultants
BH	Vilarinho, Silvia	MD, PhD	Internal Medicine	YUSM Section of Gastroenterology
BH	Vindheim, Sonja	DO	Pediatrics	Pediatric Healthcare Associates
BH	Viner, Nicholas	MD	Surgery	Urological Associates of Bridgeport, PC
BH	Wainer, Bruce	MD	Internal Medicine	
BH	Wallick, Nancy	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Walsh, Brooks	MD	Emergency Medicine	Bridgeport Hospital
BH	Walsh, Keelin	PA	Pediatrics	PediCare
BH	Waltzman, Michael	MD	Surgery	Primed
BH	Wang, Annie	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Wang, Jeff	MD	Obstetrics & Gynecology	Sher Fertility Institute
BH	Ward, Douglas	PA	Surgery	Bridgeport Hospital
BH	Watkins-Colwell, Kellie	MD	Internal Medicine	PriMed
BH	Watson, Charles	MD	Anesthesiology	Bridgeport Anesthesia Associates
BH	Waynik, Mark	MD	Psychiatry	Waynik & Waynik
BH	Webb, Lisa	MD	Internal Medicine	Neurological Specialists, P.C.
BH	Weber-Chess, Barbara	MD	Pediatrics	Northeast Medical Group
BH	Weed, Maia	APRN	Internal Medicine	Northeast Medical Group
BH	Weiland, Daniel	MD	Surgery	The Orthopedic & Sports Medicine Center
BH	Weinrib, Amy	MD	Pediatrics	Pediatric Healthcare Associates
BH	Weinstein, Robert	MD	Surgery	Urological Associates of Bridgeport, PC
BH	Weiss, Scott	MD	Internal Medicine	PriMed



BH	Weisz, James	MD	Surgery	Connecticut Retina Consultants
BH	Weitzman, Marc	MD	Surgery	Ophthalmic Surgeons of Greater Bridgeport, P.C.
BH	Welte, Rebecca	APRN	Pediatrics	Yale-New Haven Hospital NICU
BH	Werdmann, Michael	MD	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Werner, Craig	MD	Internal Medicine	CT Heart & Vascular Center, PC
BH	West, Alexander	MD	Pathology	YUSM Department of Pathology
BH	Wieber, Stasia	MD	Internal Medicine	PriMed
BH	Wilchinsky, Mark	MD	Surgery	
BH	Wilder, Jason	DO	Internal Medicine	Adult & Pedi Dermatology Specialists
BH	Wilkinson, Joseph	MD	Emergency Medicine	
BH	Williams, Cheryl	PA	Obstetrics & Gynecology	
BH	Williams, Dennis	MD	Internal Medicine	Bridgeport Family Health
BH	Williams, Jody	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
BH	Williams, Scott	MD	Radiology	Advanced Radiology Consultants
BH	Williams, Shaun	MD	Obstetrics & Gynecology	
BH	Wilson, Lynn	MD	Internal Medicine	YUSM Department of Therapeutic Radiology
BH	Winslow, Robert	MD	Internal Medicine	Cardiac Specialists, P.C.
BH	Winter, Sarah	PA	Obstetrics & Gynecology	
BH	Witt, David	MD	Internal Medicine	Smilow Cancer Care -Trumbull
BH	Wolf, Carrie	CNM	Obstetrics & Gynecology	
BH	Wolff, Armand	MD	Internal Medicine	Northeast Medical Group, Inc.
BH	Wong, Serena	MD	Pathology	YUSM Department of Pathology
BH	Wood, Kevin	PA	Internal Medicine	Northeast Medical Group
BH	Woods, John	PA	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Woodworth, Stephen	MD	Internal Medicine	
BH	Wozmak, Stefanie	PA	Emergency Medicine	
BH	Woznica, David	MD	Internal Medicine	Yale-New Haven Hospital Spine Center
BH	Wray, Shantell	PA	Internal Medicine	Northeast Medical Group
BH	Wright, Catherine	APRN	Internal Medicine	Northeast Medical Group
BH	Wright, Monica	APRN	Emergency Medicine	Bpt. Hosp. Emergency Medicine
BH	Xie, Minhui	MD	Internal Medicine	Northeast Medical Group
BH	Xu, Mina	MD	Pathology	YUSM Department of Pathology
BH	Yagan, Neda	MD	Radiology	Advanced Radiology Consultants
BH	Yale, Abraham	DPM	Surgery	Assoc Podiatrists of Fairfield
BH	Yannopoulos, Panayotes	DO	Internal Medicine	

BH	Yarbrough, Wendell	MD	Surgery	YUSM Section of Otolaryngology
BH	Yasick, Donna	APRN	Internal Medicine	
BH	Yavari, Reza	MD	Internal Medicine	Northeast Medical Group
BH	Yildiz, Isil	MD	Pathology	Greenwich Hospital
BH	Young, Amy	PA	Radiology	
BH	Young, Robert	PA	Surgery	Advanced Radiology Consultants
BH	Yu, James	MD	Internal Medicine	Lawrence & Memorial Hospital
BH	Yuh, David	MD	Surgery	YUSM Section of Cardiac Surgery
BH	Zachmann, Dorothy	MD	Psychiatry	
BH	Zack, Michelle	CRNA	Anesthesiology	Bridgeport Anesthesia Assoc
BH	Zangrillo, Richard	MD	Internal Medicine	Immediate Medical Care of Monroe
BH	Zarcu-Power, Flora	MD	Internal Medicine	NEMG - PriMed
BH	Zarich, Stuart	MD	Internal Medicine	Northeast Medical Group
BH	Zimmerman, Gary	MD	Surgery	Connecticut Neurosurgical Specialists, P.C.
BH	Zinn, Kenneth	MD	Radiology	Advanced Radiology Consultants
BH	Zohrabian, Vahe	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
BH	Zolkowski-Wynne, Joanna	MD	Pediatrics	Northeast Medical Group, Inc.
BH	Zou, Lei	MD	Psychiatry	YUSM Department of Child Psychiatry
BH	Zucconi, William	DO	Radiology	Yale-New Haven Hospital, Saint Raphael Campus
BH	Zuckerman, Howard	MD	Surgery	Urological Associates of Bridgeport, PC
BH	Zuckman, Arnold	DPM	Surgery	Northeast Medical Group
BH	Zylick, Anne	APRN	Internal Medicine	
GH	Abbed, Khalid	MD	Surgery	Yale-New Haven Hospital Spine Center
GH	Abernathie, Brenon	MD	Surgery	WESTMED Medical Group
GH	Abrahams, Hanief	MD	Anesthesiology	Greenwich Anesthesiology Associates
GH	Accorsini, Elaine	PA	Emergency Medicine	Greenwich Hospital - NEMG
GH	Acker, Peter	MD	Pediatrics	WESTMED Medical Group (Pediatrics)
GH	Adams, Diana	MD	Obstetrics & Gynecology	Greenwich Perinatology Services
GH	Addeo, Daniela	MD	Radiology	Greenwich Hospital- Radiation Oncology
GH	Agrawal, Anjali	MD	Radiology	Teleradiology Solutions
GH	Alleva, Anthony	MD	Internal Medicine	Stamford Health Medical Group
GH	Alonzo, Catherine	MD	Surgery	Greenwich Urological Associates, PC
GH	Altmeyer, Vicki	MD	Pathology	Greenwich Hospital
GH	Amstel, David	MD	Internal Medicine	WESTMED Medical Group
GH	Anderson, Erin	PA	Orthopedics	Orthopaedic & Neurosurgery Specialists

GH	Anegundi, Vidya Margaret	MD	Pediatrics	Next Generation Pediatrics, LLC
GH	Ang, Sandra	MD	Internal Medicine	Rye Walk In Medical Center
GH	Ankrah, Yvonne	MD	Obstetrics & Gynecology	OB/GYN Specialists of Westchester - NEMG
GH	Anschel, David	MD	Internal Medicine	American Neuromonitoring Associates, PC
GH	Apostolides, Paul	MD	Surgery	Orthopaedic & Neurosurgery Specialists
GH	Archer, Herbert	MD, PhD	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group
GH	Arevalo, Diana	MD	Internal Medicine	WESTMED Medical Group
GH	Aribandi, Manohar	MD	Radiology	Teleradiology Solutions
GH	Aronow, Rachel	MD	Pediatrics	WESTMED Medical Group
GH	Aschkenasi, Carl	MD	Radiology	
GH	Aslanian, Robert	DDS	Surgery	Infinity Oral Surgery
GH	Attaran, Robert	MD	Internal Medicine	YUSM Section of Cardiology
GH	Attkiss, Keith	MD	Surgery	Keith Attkiss, M.D.
GH	Auerbach, Marc	MD	Emergency Medicine	YUSM Section of Pediatric Emergency Medicine
GH	Badaru, Angela	MD	Pediatrics	YUSM Section of Pediatric Endocrinology
GH	Bader, Eric	MD	Internal Medicine	YUSM Section of Cardiovascular Medicine
GH	Band, Matthew	PA	Internal Medicine	YUSM Section of Trauma & Critical Care
GH	Baranin, Renee	MD	Emergency Medicine	Greenwich Hospital - NEMG
GH	Barowsky, Jeremy	MD	Psychiatry	Greenwich Hospital
GH	Barro, Jennifer	MD	Internal Medicine	Center for GI Medicine of Fairfield & Westchester
GH	Basile, Kimberly	PA	Emergency Medicine	Greenwich Hospital - NEMG
GH	Baskin, Steven	PhD	Psychiatry	Steven Baskin, Ph.D.
GH	Basulto, Dean	MD	Internal Medicine	WESTMED Medical Group
GH	Bauer, Stephen	MD	Surgery	Southern Connecticut Vascular Center
GH	Beckman, Karen	MD	Pediatrics	Riverside Pediatrics, LLC
GH	Bell, Ryan	MD	Internal Medicine	NEMG Internal Medicine Cos Cob
GH	Bellapianta, Joseph	MD	Orthopedics	Bellapianta Orthopaedics & Sports Medicine
GH	Bellapianta, Karen	MD	Surgery	Associates of Otolaryngology, P.C.
GH	Benn, Britt	PA	Obstetrics & Gynecology	WESTMED Medical Group
GH	Bennett, Steven	DO	Internal Medicine	Greenwich Pain Consulting Services - Northeast Medical Group
GH	Benton, Patrick	MD	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group
GH	Bergen, Michele	DMD	Surgery	Infinity Oral Surgery
GH	Berkun, David	MD	Pediatrics	High Ridge Family Practice
GH	Berna, Gioiamaria	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
GH	Bernstein, Lana	MD	Internal Medicine	

GH	Berran, Mary	APRN	Pediatrics	Greenwich Hospital
GH	Berzolla, Catherine	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Besser, Gary	MD	Obstetrics & Gynecology	Obstetrics & Gynecology Associates
GH	Beucher, Meghan	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
GH	Bhojwani, Shaan	MD	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group
GH	Bilenkin, Leonid	PA	Surgery	Greenwich Hospital
GH	Blaine, Theodore	MD	Orthopedics	YUSM Department of Orthopedics
GH	Blair, Bryan	MD	Surgery	WESTMED Medical Group
GH	Blake, Kimberly	APRN	Internal Medicine	Greenwich Hospital- Morgan Stanley Occupational Me
GH	Blanco, Christina	MD	Pediatrics	WESTMED Medical Group
GH	Blum, Susan	MD	Internal Medicine	Blum Center for Health
GH	Boczko, Judd	MD	Surgery	WESTMED Medical Group
GH	Bond, Annette	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Bonheim, Nelson	MD	Internal Medicine	Center for GI Medicine of Fairfield & Westchester
GH	Bonheur, James	MD	Surgery	The Advanced Minimally Invasive Surgery, LLC
GH	Bonoan, Elaine	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
GH	Bouchard, Nicole	PA	Orthopedics	Orthopaedic & Neurosurgery Specialists, P.C.
GH	Bowman, Jonathan	MD	Surgery	Southern Connecticut Vascular Center
GH	Boyd, D. Barry	MD	Internal Medicine	Greenwich Hospital Smilow Physicians Specialty Program
GH	Bragg, Jennifer	MD	Pediatrics	Greenwich Hospital
GH	Bramwit, Steven	MD	Surgery	Greenwich Ear, Nose & Throat - Head & Neck Surgery
GH	Brauer, Anate	MD	Obstetrics & Gynecology	Greenwich Fertility
GH	Brauer, Richard	MD	Surgery	Associates of Otolaryngology, P.C.
GH	Braun, Devra	MD	Psychiatry	IMAP of Greenwich, LLC
GH	Braunworth, Jacqueline	PA	Surgery	Elsa M. Raskin, MD, PC
GH	Brea, Francisco	MD	Anesthesiology	Greenwich Anesthesiology Associates
GH	Brennan, Joseph	MD	Internal Medicine	Yale-New Haven Cardiac Rehabilitation Center
GH	Briccetti, Grace	CRNA	Anesthesiology	Greenwich Anesthesiology Associates
GH	Brito, Monica	MD	Obstetrics & Gynecology	OB/GYN Specialists of Westchester - NEMG
GH	Britto Leon, Clemente	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
GH	Britvan, J. Allen	MD	Emergency Medicine	Greenwich Hospital - NEMG
GH	Brodlie, Jerome	PhD	Psychiatry	Jerome Brodlie, Ph.D.
GH	Brodsky, Adam	MD	Orthopedics	Orthopaedic Surgery & Sports Medicine
GH	Brody, Steven	DDS	Surgery	Greenwich Oral & Maxillofacial Surgery, P.C.
GH	Bronin, Andrew	MD	Internal Medicine	

GH	Brown, William	MD	Surgery	The Urology Clinic of Greenwich
GH	Browning, Nicholas	MD	Internal Medicine	Y-NHH, St. Raphael Campus - Occupational Health Plus
GH	Brunetti, James	DO	Internal Medicine	James A. Brunetti, II, D.O.
GH	Cabin, Henry	MD	Internal Medicine	YUSM Section of Cardiology
GH	Calayag, Patricia	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Camel, Mark	MD	Surgery	Orthopaedic & Neurosurgery Specialists, P.C.
GH	Canter, Michael	MD	Emergency Medicine	Greenwich Hospital - NEMG
GH	Cantlon, Matthew	MD	Orthopedics	Orthopaedic & Neurosurgery Specialists, PC
GH	Carolan, Stephen	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Carroll, Dzwinka	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Carter, Cordelia	MD	Orthopedics	YUSM Department of Orthopedics
GH	Carton, Lauren	MD	Pediatrics	WESTMED Medical Group (Pediatrics)
GH	Casasanta, Kristin	MD	Pediatrics	Pediatric Associates - Northeast Medical Group
GH	Cass, Alison	MD	Pediatrics	Greenwich Pediatric Associates
GH	Caty, Michael	MD	Surgery	YUSM Section of Pediatric Surgery
GH	Cavallo, Russell	MD	Orthopedics	Russell Cavallo, M.D.
GH	Ceccarelli, Silvio	MD	Internal Medicine	WESTMED Medical Group
GH	Cerabona, Thomas	MD	Surgery	Surgical Intensivists
GH	Chang, Andrew	MD	Emergency Medicine	Greenwich Hospital - NEMG
GH	Chang, Robert	MD	Emergency Medicine	Greenwich Hospital - NEMG
GH	Chapar, George	PhD	Psychiatry	
GH	Charny, Caleb	MD	Surgery	WESTMED Medical Group
GH	Charron, Mariane	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
GH	Chinitz, Noah	MD	Orthopedics	WESTMED Medical Group
GH	Chinn, Lauren	PA	Surgery	WESTMED Medical Group
GH	Chodock, Allen	MD	Internal Medicine	
GH	Christison-Lagay, Emily	MD	Surgery	YUSM Section of Pediatric Surgery
GH	Chrostowski, Mark	MD	Anesthesiology	Greenwich Anesthesiology Associates
GH	Clain, Michael	MD	Orthopedics	Orthopaedic and Neurosurgery Specialists, P.C.
GH	Clarke, Adelina	CRNA	Anesthesiology	Greenwich Anesthesiology Associates
GH	Clarke-Leconte, Tracy-Ann	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
GH	Cleare, Wendy	MD	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group
GH	Cleman, Michael	MD	Internal Medicine	YUSM Section of Cardiology
GH	Close, Patricia	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Cochran, Terry	MD	Anesthesiology	Greenwich Anesthesiology Associates

GH	Cody, Loretta	MD	Pediatrics	Children's Medical Group of Greenwich P.C.
GH	Cohen, Erik	MD	Pediatrics	Next Generation Pediatrics, LLC
GH	Coleman, Christine	APRN	Pediatrics	Greenwich Hospital
GH	Coletti, Donna	MD	Internal Medicine	Greenwich Hospital
GH	Colker, Carlon	MD	Internal Medicine	Peak Wellness
GH	Conboy, Kevin	MD	Internal Medicine	
GH	Connors, Geoffrey	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
GH	Connors, Richard	MD	Internal Medicine	Richard C. Connors, M.D., P.C.
GH	Conway, Joseph	MD	Surgery	Greenwich Ophthalmology Associates
GH	Cooper, Louis	DDS	Surgery	Louis Cooper, DDS
GH	Cooperman, Daniel	MD	Orthopedics	YUSM Department of Orthopedics
GH	Cottrol, Cheryl	MD	Psychiatry	Affiliates of Neurology and Psychiatry
GH	Cousin, Jeffrey	MD	Surgery	ENT AND ALLERGY ASSOCIATES, LLP
GH	Coven, Barbara	MD	Pediatrics	WESTMED Medical Group
GH	Cowles, Robert	MD	Surgery	YUSM Section of Pediatric Surgery
GH	Cram, Amy	MD	Pediatrics	Pediatric Associates - Northeast Medical Group
GH	Cunningham, James	MD	Orthopedics	Orthopaedic and Neurosurgery Specialists, P.C.
GH	Curtis, Jephtha	MD	Internal Medicine	Cardiovascular Services of Greenwich - NEMG
GH	Cziner, David	MD	Internal Medicine	WESTMED Medical Group
GH	Dadasovich, Ryan	MD	Internal Medicine	Northeast Medical Group Internal Medicine
GH	Damast, Shari	MD	Radiology	YUSM Department of Therapeutic Radiology
GH	D'Amico, Joseph	MD	Orthopedics	Orthopedic Associates of Stamford, LLC
GH	Danehower, Richard	MD	Internal Medicine	NEMG Greenwich Rheumatology
GH	Dasgupta, Ranjan	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Date, Pravin	MD	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group
GH	Datta, Manpreet	PA	Surgery	Greenwich Hospital - Operating Room
GH	Davis, Gerald	MD	Internal Medicine	Gerald Davis, M.D.
GH	Davison, Christopher	MD	Emergency Medicine	Greenwich Hospital - NEMG
GH	de Cholnoky, Corinne	MD	Obstetrics & Gynecology	Ob/Gyn Professional Associates
GH	De La Morena, Maria	MD	Pediatrics	Harrison Pediatrics
GH	De Lotbiniere, Alain	MD	Surgery	Brain & Spine Surgeons of New York, P.C.
GH	De Oliveira, Paulo	APRN	Pediatrics	Greenwich Hospital
GH	Decker, Roy	MD, PhD	Radiology	YUSM Department of Therapeutic Radiology/Smilow Cancer Hospital
GH	Del Vecchio, John	MD	Internal Medicine	John Del Vecchio, M.D.



GH	Delos, Demetris	MD	Orthopedics	Orthopaedic Neurosurgery Specialists
GH	Delosangeles, Servando	MD	Emergency Medicine	Greenwich Hospital - NEMG
GH	DelVecchio, Alexander	MD	Internal Medicine	Cardiovascular Services of Greenwich - NEMG
GH	Dempsey, Tania	MD	Internal Medicine	Armonk Integrative Medicine
GH	Denepitiya-Balicki, Tiffany	MD	Anesthesiology	Greenwich Anesthesiology Associates
GH	Denkin, Jennifer	PhD	Psychiatry	Greenwich Hospital-Diabetes & Weight Management
GH	Densel, Donna	MD	Surgery	Greenwich Ophthalmology Associates, PC
GH	Desai, Kapil	MD	Radiology	Greenwich Hospital
GH	Devaraj, Chander	MD	Internal Medicine	Y-NHH, Saint Raphael Campus-Occupational Health Plus
GH	Devgan, Lara	MD	Surgery	
GH	Di Fazio, Frank	MD	Orthopedics	Yale Orthopaedics - Stamford
GH	Diamond, Eric	MD	Pathology	Greenwich Hospital
GH	DiCosmo, Bruno	MD	Internal Medicine	WESTMED Medical Group
GH	Dicostanzo, Damian	MD	Pathology	AmeriPath NY, LLC
GH	DiMarco, Rosaria	MD	Pediatrics	WESTMED Medical Group
GH	Dipietro, Jessica	APRN	Internal Medicine	
GH	Diwan, Adnan	MD	Internal Medicine	WESTMED Medical Group
GH	Dodington, James	MD	Emergency Medicine	YUSM Section of Pediatric Emergency Medicine
GH	Doft, Melissa	MD	Surgery	
GH	Donegan, Stacey	MD	Emergency Medicine	Greenwich Hospital - NEMG
GH	Donohue, Kenneth	MD	Orthopedics	YUSM Department of Orthopedics
GH	Donovan, Leslie	MD	Obstetrics & Gynecology	Brookside Gynecology
GH	Douglas, Andrea	MD	Surgery	Stamford Health Medical Group, Neurosurgery
GH	Doyle, Casey	APRN	Internal Medicine	Cardiovascular Services of Greenwich - NEMG
GH	Doyle, James	MD	Internal Medicine	WESTMED Medical Group
GH	Drucker, Beverly	MD	Internal Medicine	Hematology & Oncology Associates of Greenwich, PC
GH	Du, Tao	MD	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group
GH	Dyer, Lori	MD	Surgery	Pediatric Urology Associates, P.C.
GH	Earle, Bridget	MD	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group
GH	Edelmann, Christopher	MD	Internal Medicine	Christopher Edelmann, MD, PC
GH	Eigles, Stephen	MD	Radiology	Teleradiology Solutions
GH	Eisenberg, Amy	MD	Pediatrics	Scarsdale Medical Group
GH	Ekong, Udeme	MD	Pediatrics	Greenwich Hospital
GH	Elias, Sara	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Ennis, Francis	MD	Orthopedics	Orthopaedic & Neurosurgery Specialists, PC

GH	Erhard, Heather	MD	Surgery	
GH	Erlich, Elyse	MD	Internal Medicine	NEMG - Internal Medicine
GH	Eschricht, Emma	APRN	Pediatrics	Greenwich Hospital
GH	Evans, David	MD	Radiology	Greenwich Hospital
GH	Ewell, Ricky	CRNA	Anesthesiology	
GH	Fajardo, Elaine	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
GH	Fazzinga, Nancy	MD	Pediatrics	Valley Pediatrics of Greenwich
GH	Federici, Vito	DMD	Surgery	Vito Federici, D.M.D., P.C.
GH	Feldman, Jarett	MD	Internal Medicine	WESTMED Medical Group
GH	Feldman, Steven	MD	Surgery	WESTMED Medical Group (Otolaryngology)
GH	Feldman, Stuart	MD	Internal Medicine	WESTMED Medical Group
GH	Fennell, Gail	MD	Internal Medicine	Stamford Health Medical Group
GH	Fern, Steven	MD	Surgery	Greenwich Plastic Surgery, LLC
GH	Feuer, Barry	MD	Internal Medicine	WESTMED Medical Group
GH	Feuerstein, Joseph	MD	Internal Medicine	Center for Integrative Health and Wellness
GH	Fey, Christopher	MD	Radiology	Greenwich Hospital
GH	Fierman, Jessica	DDS	Surgery	Louis Cooper, DDS
GH	Filippelli, Vanessa	APRN	Pediatrics	Yale-New Haven Hospital, Saint Raphael Campus
GH	Filor, Caroline	MD	Obstetrics & Gynecology	Brookside Gynecology
GH	Fine, Ronnie	MD	Surgery	Pediatric Urology Associates, P.C.
GH	Finerman, Wilmore	MD	Internal Medicine	WESTMED Medical Group
GH	Finkelstein, Michael	MD	Internal Medicine	Scarsdale Medical Group
GH	Finlay, Alexis	MD	Surgery	Ridgefield Eye Physicians
GH	Fiore, Amory	MD	Surgery	Orthopaedic & Neurosurgery Specialists, P.C.
GH	Fishman, Eric	MD	Surgery	WESTMED Medical Group
GH	Flynn, Joseph	MD	Psychiatry	Greenwich Hospital
GH	Flynn, Lucy	MD	Psychiatry	
GH	Forni, Arthur	MD	Internal Medicine	WESTMED Medical Group
GH	Forrest, John	MD	Internal Medicine	YUSM Section of Cardiology
GH	Fou, Adora	MD	Surgery	WESTMED Medical Group
GH	Fox, Mark	MD	Surgery	ENT and Allergy Associates, LLP
GH	Fox, Matthew	MD	Radiology	Teleradiology Solutions
GH	Fraga, Mary	MD	Pediatrics	WESTMED Medical Group
GH	Francella, Andrew	MD	Internal Medicine	WESTMED Medical Group
GH	Francis, Gaetane	MD	Obstetrics & Gynecology	Brookside Gynecology

GH	Franco, Michael	MD	Internal Medicine	Greenwich Hospital
GH	Freedland, Susan	PhD	Psychiatry	
GH	Freedman, Janet	MD	Internal Medicine	Greenwich Hospital
GH	Friend, Todd	DO	Internal Medicine	WESTMED Medical Group
GH	Frohworth, Richard	PhD	Psychiatry	
GH	Fusco, Michael	MD	Internal Medicine	Michael S. Fusco, M.D.
GH	Fuss, Kathryn	PA	Surgery	Greenwich Hospital
GH	Gagne, Paul	MD	Surgery	Southern Connecticut Vascular Center
GH	Gamble, Sarah	DO	Internal Medicine	Greenwich Pure Medical
GH	Gandelman, Glenn	MD	Internal Medicine	Greenwich Cardiology Associates, LLC
GH	Gandhi, Amy	MD	Emergency Medicine	Stamford Hospital
GH	Ganem, Amanda	MD	Internal Medicine	WESTMED Medical Group
GH	Gannot, Sharon	MD	Internal Medicine	WESTMED Medical Group (Internal Medicine)
GH	Gardner, Peter	MD	Internal Medicine	
GH	Garrett, Leila	MD	Obstetrics & Gynecology	Greenwich Gynecology & Obstetrics, P.C.
GH	Garrido, Frank	MD	Emergency Medicine	Bridgeport Hospital
GH	Gasiorowski, Henry	MD	Internal Medicine	Greenwich Dermatology
GH	Gazzola-Kraenzlin, Elena	MD	Pediatrics	In Town Pediatrics, PLLC
GH	Gennarelli, Louis	MD	Obstetrics & Gynecology	Greenwich Hospital
GH	George, Sandy	MD	Internal Medicine	WESTMED Medical Group
GH	Gewirtz, Harold	MD	Surgery	
GH	Gharekhan, Mandira	MD	Internal Medicine	WESTMED Medical Group
GH	Giannone, Jonathan	MD	Surgery	Surgical Intensivists
GH	Giordano, Frank	MD	Internal Medicine	YUSM Section of Cardiology
GH	Giovani, Micheline	MD	Internal Medicine	Rye Brook Cardiology & Vascular Medicine, P.C.
GH	Gitelman, Alex	MD	Orthopedics	Orthopedic Associates of Stamford, LLC
GH	Gittelman, Paul	MD	Surgery	ENT & Allergy Associates, LLP
GH	Gladstein, Gina	MD	Surgery	Greenwich Ophthalmology Associates, LLC
GH	Glasser, Steven	MD	Internal Medicine	
GH	Glassman, Mark	MD	Pediatrics	Children's Physicians of Westchester, LLP
GH	Gleason, Bethany	APRN	Internal Medicine	YUSM Section of Trauma & Critical Care
GH	Gleason, Paul	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Glenday, Betsy	PA	Orthopedics	Orthopaedic & Neurosurgery Specialists, PC
GH	Goldberg-Berman, Judith	MD	Internal Medicine	Judith Goldberg-Berman, M.D., Ph.D.
GH	Goldman, Kenneth	MD	Internal Medicine	

GH	Goldstein, Lee	MD	Surgery	Southern Connecticut Vascular Center
GH	Gomez Villalobos, Jose	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
GH	Goodman, Caren	MD	Pediatrics	Pediatric Associates - Northeast Medical Group
GH	Goyal, Ameet	MD	Surgery	Ameet K. Goyal, MD, PC
GH	Graham, Scott	MD	Anesthesiology	Greenwich Anesthesiology Associates
GH	Grano, Vanessa	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Grant, Linda	MD	Internal Medicine	Greenwich Hospital
GH	Green, Ileana	MD	Pathology	Greenwich Hospital
GH	Greenberg-Lee, Alissa	MD	Internal Medicine	Northeast Medical Group Pulmonary Medicine
GH	Greene, Ronald	MD	Orthopedics	Orthopaedic & Neurosurgery Specialists PC
GH	Greenspun, David	MD	Surgery	
GH	Gretz, Herbert	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Gupta, Shruti	MD	Pediatrics	Greenwich Hospital
GH	Gyambibi, Kakra	MD	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group
GH	Haas, Andrew	MD	Orthopedics	Orthopedic Associates of Stamford, LLC
GH	Habib, Taimur	MD	Internal Medicine	NEMG - Internal Medicine
GH	Haffner, Gregory	MD	Surgery	New England Retina Associates
GH	Hagberg, Donna	MD	Obstetrics & Gynecology	Donna J. Hagberg, M.D., LLC
GH	Halim, Andrea	MD	Orthopedics	YUSM Department of Orthopedics
GH	Halleran, Kerry	CRNA	Anesthesiology	Greenwich Anesthesiology Associates
GH	Hansen, James	MD	Radiology	YUSM Department of Therapeutic Radiology
GH	Hansley, Margaret	APRN	Internal Medicine	Greenwich Hospital
GH	Harkin, Kristin	MD	Emergency Medicine	Greenwich Hospital - NEMG
GH	Hart, Alyson	CRNA	Anesthesiology	Greenwich Anesthesiology Associates
GH	Hashem, Hashem	MD	Internal Medicine	WESTMED Medical Group
GH	Hashim, Sabet	MD	Internal Medicine	Heart and Vascular Institute Hartford Healthcare
GH	Haven, Lynne	MD	Internal Medicine	
GH	Heavner, Jason	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
GH	Hedrick, David	MD	Pediatrics	Children's Medical Group
GH	Heftler, Jeffrey	MD	Internal Medicine	Orthopaedic & Neurosurgery Specialists, P.C.
GH	Heiman, Mark	MD	Internal Medicine	Cardiology Physicians of Fairfield County. LLC
GH	Heinegg, Philip	MD	Internal Medicine	Larchmont Family Medicine
GH	Henderson, Lisa	APRN	Pediatrics	Greenwich Hospital
GH	Herazo-Maya, Jose	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
GH	Herzog, David	MD	Internal Medicine	WESTMED Medical Group

GH	Hillman, Caroline	PA	Orthopedics	Orthopaedic & Neurosurgery Specialists PC
GH	Hindman, Steven	MD	Orthopedics	Orthopaedic and Neurosurgery Specialists, P.C.
GH	Hines, Brian	MD	Obstetrics & Gynecology	Stamford Health Medical Group, Urogynecology
GH	Hines, William	MD	Internal Medicine	Stamford Health Medical Group, Nephrology
GH	Hirsch, Jordan	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Hodges, Laura	MD	Radiology	Greenwich Hospital
GH	Hollister, Dickerman	MD	Internal Medicine	Hematology & Oncology Associates of Greenwich, PC
GH	Howes, Christopher	MD	Internal Medicine	YUSM Section of Cardiology
GH	Hrabosky, Joshua	PsyD	Psychiatry	Greenwich Hospital-Diabetes & Weight Management
GH	Huang-Lionnet, Julie	MD, MBA	Anesthesiology	Greenwich Anesthesiology Associates
GH	Hughes, Peter	MD	Orthopedics	Orthopedic Associates of Stamford, LLC
GH	Hung, Elizabeth	MD	Obstetrics & Gynecology	Scarsdale Medical Group
GH	Hurd, Karen	CRNA	Anesthesiology	YUSM Department of Anesthesiology
GH	Hurwitz, Joshua	MD	Obstetrics & Gynecology	Reproductive Medicine Associates of Connecticut
GH	Imundo, Lisa	MD	Pediatrics	Herbert Irving Pavilion
GH	Iommazzo, Silvestro	DDS	Surgery	Children's Dentistry and Orthodontics of Greenwich
GH	Jablon, Jeffrey	MD	Surgery	ENT and Allergy Associates, LLC
GH	Jackman, Alexis	MD	Surgery	ENT and Allergy Associates
GH	Jacobson, Edward	MD	Obstetrics & Gynecology	Greenwich Gynecology, L.L.C.
GH	Jaffe, Alan	MD	Internal Medicine	WESTMED Medical Group
GH	Jaggessarsingh, Dana	MD	Pathology	Greenwich Hospital
GH	Jaglal, Reynold	PA	Emergency Medicine	Greenwich Hospital - NEMG
GH	Jamal, Habib	MD	Surgery	
GH	Jang, Joon Ho	MD	Internal Medicine	NEMG Internal Medicine Cos Cob
GH	Jayasuriya, Sasanka	MD	Internal Medicine	YUSM Section of Cardiology
GH	Jen, James	MD	Surgery	WESTMED Medical Group
GH	Jeyanandarajan, Dhiraj	MD	Internal Medicine	American Neuromonitoring Associates, PC
GH	Johanna, Janet	CRNA	Anesthesiology	Greenwich Anesthesiology Associates
GH	Johnson, Aaron	MD	Internal Medicine	North Pacific Neuromonitoring Associates
GH	Johnson, Jenifer	MD	Internal Medicine	WESTMED Medical Group
GH	Johung, Kimberly	MD	Radiology	YUSM Department of Therapeutic Radiology
GH	Jones, Stephen	MD	Internal Medicine	Greenwich Hospital-Outpatient Services
GH	Juan, Paul	MD	Pediatrics	Valley Pediatrics of Greenwich
GH	Kalan, Gary	MD	Anesthesiology	Greenwich Anesthesiology Associates
GH	Kalayjian, Tro	DO	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group

GH	Kalyanpur, Arjun	MD	Radiology	Teleradiology Solutions
GH	Kamath, Sanjay	MD	Radiology	Teleradiology Solutions
GH	Kanayama, Masahide	MD	Obstetrics & Gynecology	Masahide Kanayama, M.D.
GH	Kane-Brock, Mary	MD	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group
GH	Kanner, Barry	MD	Radiology	Greenwich Radiological Group
GH	Kappelman, Amy	MD	Pediatrics	Greenwich Pediatric Associates
GH	Karlis, Vasiliki	DMD, MD	Surgery	Maxillofacial Surgery of Greenwich, LLC
GH	Kasinskas, Kaitlyn	PA	Emergency Medicine	Greenwich Hospital - NEMG
GH	Kates, Matthew	MD	Surgery	ENT and Allergy Associates, LLC
GH	Katsigiannis, Antonios	MD	Internal Medicine	
GH	Kaul, Ashutosh	MD	Surgery	Surgical Intensivists
GH	Kavanagh, Brian	MD	Orthopedics	Orthopaedic and Neurosurgery Specialists, P.C.
GH	Keizerweerd, Michelle	CRNA	Anesthesiology	YUSM Department of Anesthesiology
GH	Kelton, Melanie	MD	Internal Medicine	Old Greenwich Medical Group
GH	Keltz, Martin	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Kenney, Patrick	MD	Surgery	YUSM Department of Urology
GH	Kesh, Sandra	MD	Internal Medicine	WESTMED Medical Group
GH	Kessel, Tamar	MD	Internal Medicine	Orthopaedic & Neurosurgery Specialists
GH	Khadjehturian, Rachele	APRN	Surgery	WESTMED Medical Group
GH	Khaghan, Neda	MD	Internal Medicine	Center for GI Medicine of Fairfield & Westchester
GH	Khairkhah, Nazanine	MD	Internal Medicine	True Care Medical Inc.
GH	Khosla, Natasha	MD	Pediatrics	WESTMED Medical Group (Pediatrics)
GH	Khoury, F Frederic	MD	Surgery	F. Frederic Khoury, M.D., F.A.C.S.
GH	Kim, Chang	MD	Surgery	Gold Coast Plastic Surgery & Laser Center
GH	Kirwan, Laurence	MD	Surgery	Dr. K. Services PC
GH	Kishinevsky, Anya	MD	Surgery	Aesthetic Surgery Center of Connecticut
GH	Klegar, Eunjie	MD	Psychiatry	Greenwich Hospital
GH	Kolbovsky, Iosif	MD	Internal Medicine	WESTMED Medical Group
GH	Koral, Alexander	MD	Internal Medicine	YUSM Department of Pediatrics
GH	Kornel, Eziel	MD	Surgery	Brain & Spine Surgeons of New York, P.C.
GH	Korosi, Anthony	MD	Internal Medicine	WESTMED Medical Group
GH	Korval, Arnold	MD	Pediatrics	Greenwich Pediatric Associates
GH	Kotula, Jason	PA	Orthopedics	Orthopaedic & Neurosurgery Specialists
GH	Kovacevic, David	MD	Orthopedics	YUSM Department of Orthopedics
GH	Kowalsky, Marc	MD	Orthopedics	Orthopaedic Neurosurgery Specialistts, PC



GH	Krakovitz, Evan	MD	Surgery	WESTMED Medical Group
GH	Kramer, Scott	MD	Internal Medicine	Center for GI Medicine of Fairfield & Westchester
GH	Krowitz, Elizabeth	MD	Pediatrics	Greenwich Pediatric Associates
GH	Kucher, Taras	MD	Surgery	Southern Connecticut Vascular Center
GH	Kulp, Jennifer	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Kumar, Angelish	MD	Surgery	WESTMED Medical Group
GH	Kurian, Lisa	MD	Internal Medicine	Stamford Health Medical Group
GH	Laifer, Steven	MD	Obstetrics & Gynecology	Bridgeport Hospital
GH	Landesman, Barbara	MD	Internal Medicine	American Neuromonitoring Associates, PC
GH	Langhan, Melissa	MD	Emergency Medicine	YUSM Section of Pediatric Emergency Medicine
GH	Lataillade, Max	DO	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group
GH	Latich, Igor	MD	Radiology	YUSM Department of Radiology & Biomedical Imaging
GH	LaTrenta, Gregory	MD	Surgery	Peau
GH	Latrenta, Linda	MD	Radiology	Greenwich Radiological Group
GH	Lebowitz, Alan	MD	Internal Medicine	Alan Lebowitz, M.D., P.C.
GH	Lee, Andrea	PA	Internal Medicine	YUSM Section of Trauma & Critical Care
GH	Lee, M.Sung	MD	Internal Medicine	Hematology & Oncology Associates of Greenwich, PC
GH	Lee, Modestus	MD	Pediatrics	Greenwich Hospital
GH	Lee, Myung-Ho	MD	Internal Medicine	Rye Brook Cardiology & Vascular Medicine, P.C.
GH	Legatt, Elizabeth	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Leibert, Eric	MD	Internal Medicine	Northeast Medical Group Pulmonary Medicine
GH	Leistner, Hedi	MD	Pediatrics	Hedi L. Leistner, MD, PLLC
GH	Leondires, Mark	MD	Obstetrics & Gynecology	Reproductive Medicine Associates of Connecticut
GH	Lescale, Keith	MD	Obstetrics & Gynecology	Hudson Valley Perinatal Consulting
GH	Lester, Mitchell	MD	Internal Medicine	Ffld County Allergy, Asthma & Immunology Assoc
GH	Letts, Gary	MD	Pathology	
GH	Levat, Jay	MD	Internal Medicine	WESTMED Medical Group
GH	Levey, Allison	MD	Pediatrics	Darien Medical Center
GH	Levin, Michael	MD	Anesthesiology	Greenwich Anesthesiology Associates
GH	Levine, Dorothy	MD	Pediatrics	Greenwich Pediatric Associates
GH	Levine, Joshua	MD	Surgery	Joshua Levine, M.D.
GH	Levine, Ronald	MD	Internal Medicine	Ronald Levine, M.D.
GH	Levine, Sara	MD	Pediatrics	Greenwich Adolescent Medicine, LLC
GH	Liebert, Peter	MD	Surgery	Children's & Women's Physicians of Westchester LLP
GH	Lief, Amy	MD	Pediatrics	Scarsdale Medical Group

GH	Lindenmuth, Danielle	MD	Anesthesiology	Greenwich Anesthesiology Associates
GH	Lipschutz, Marvin	MD	Internal Medicine	Greenwich Hospital
GH	Litchman, Charisse	MD	Internal Medicine	
GH	Litchman, Mark	MD	Internal Medicine	Fairfield County Allergy, Asthma & Immunology
GH	Lithgow, Sandra	MD	Internal Medicine	Greenwich Medical Partners
GH	Littzi, Jacqueline	MD	Surgery	
GH	Liu, Michael	MD	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group
GH	Lleva, Raneé	MD	Internal Medicine	Endocrinology Associates of Greenwich
GH	Lo, Tammy	APRN	Surgery	Stamford Health Medical Group, Neurosurgery
GH	Lodato, Caroline	MD	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group
GH	Lopez Gonzalez, Felipe	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
GH	Lorch, Daniel	MD	Internal Medicine	WESTMED Medical Group
GH	Loria, Franklin	MD	Internal Medicine	Northeast Medical Group Internal Medicine
GH	LoTempio, Maria	MD	Surgery	LoTempio Plastic Surgery for Women
GH	Louit, Aymeric	MD	Internal Medicine	Fairfield Allergy & Immunology Associates
GH	Lubin, Matthew	MD	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group
GH	Lukawski, Jolanta	MD	Internal Medicine	Northeast Medical Group Internal Medicine Fairfield
GH	Luna-Rudin, Francesca	MD	Internal Medicine	Fairfield County Medical Group, P.C.
GH	Lundin, Carol	MD	Surgery	
GH	Luongo, Albert	PA	Surgery	AMI Surgery (Tully Center)
GH	Lurie, Preston	MD	Internal Medicine	WESTMED Medical Group
GH	Macbeth, Laura	MD	Pediatrics	WESTMED Medical Group
GH	Madris, Roger	MD	Internal Medicine	Roger S. Madris, M.D., P.C.
GH	Madsen, Eileen	APRN	Internal Medicine	Greenwich Hospital - Outpatient Center
GH	Maffei, Anthony	MD	Surgery	Surgical Intensivists
GH	Maffei, David	PA	Internal Medicine	Greenwich Hospital Occupational Health
GH	Magnan, John	MD	Emergency Medicine	Greenwich Hospital - NEMG
GH	Malhotra, Samit	MD	Internal Medicine	Sleep and Neuroscience Associates
GH	Maloney, Romelle	MD	Obstetrics & Gynecology	OB/GYN Specialists of Westchester - NEMG
GH	Mandava, Suresh	MD	Surgery	Greenwich Ophthalmology
GH	Manoni, Timothy	MD	Surgery	Southern Connecticut Vascular Center
GH	Marcus, Judith	MD	Pediatrics	Judith R. Marcus, M.D.
GH	Mardh, Ellika	MD	Internal Medicine	Greenwich Hospital - Medical Residency Program
GH	Margoles, Sandra	MD	Surgery	
GH	Mariani, Tania	MD	Emergency Medicine	Greenwich Hospital - NEMG

GH	Marion, Chad	DO	Internal Medicine	YUSM Section of Pulmonology/Critical Care
GH	Mark, Alissa	MD	Internal Medicine	WESTMED Medical Group
GH	Marousek, Jillian	MD	Anesthesiology	Greenwich Anesthesiology Associates
GH	Marrinan, Michelle	MD	Surgery	Greenwich Ear, Nose & Throat - Head & Neck Surgery
GH	Marsan, Ben	MD	Surgery	Southern Connecticut Vascular Center
GH	Marsh, Elizabeth	MD	Internal Medicine	Dermatology Center of Stamford
GH	Marshall, Peter	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
GH	Martimucci, William	MD	Internal Medicine	WESTMED Medical Group
GH	Martin, Jolene	APRN	Internal Medicine	Cardiovascular Services of Greenwich-NEMG
GH	Martone, Cari	APRN	Pediatrics	Neurological & Spine Surgical Associates
GH	Masia, Shawn	MD	Internal Medicine	American Neuromonitoring Associates, PC
GH	Matczuk, Agnieszka	MD	Internal Medicine	Fairfield Cty Allergy, Asthma & Immunology
GH	Mattern, Christopher	MD	Orthopedics	WESTMED Medical Group
GH	Matut, Jay	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Mayus, Marcus	MD	Internal Medicine	The Doctors Office
GH	McCarty Conner, Stephanie	MD	Internal Medicine	Greenwich Hospital - Medical Residency Program
GH	McEvoy, Daniel	PA	Emergency Medicine	Greenwich Hospital - NEMG
GH	McGibbon, Bruce	MD	Radiology	Bridgeport Hospital
GH	Mcguire-Wreschner, Bonnie	MD	Emergency Medicine	Greenwich Hospital - NEMG
GH	McLeod, Gavin	MD	Internal Medicine	Infectious Disease Consultants of Greenwich, P.C.
GH	McVicar, Kathryn	MD	Pediatrics	Greenwich Hospital - Outpatient Pediatric Dept.
GH	McWhorter, Peter	MD	Surgery	Northeast Medical Group Surgical Specialists
GH	McWhorter, Philip	MD	Surgery	Northeast Medical Group Surgical Specialists
GH	Mehra, Sona	MD	Pediatrics	Children's Medical Group
GH	Meis, Alexandra	MD	Emergency Medicine	Greenwich Hospital - NEMG
GH	Melendez, Mark	MD	Surgery	Cosmetic and Reconstructive Surgery Associates of CT, PC
GH	Mena-Hurtado, Carlos	MD	Internal Medicine	YUSM Section of Cardiology
GH	Mendelsohn-Elzam, Cerrah	MD	Emergency Medicine	Greenwich Hospital - NEMG
GH	Messenger, Adam	MD	Internal Medicine	Adam Messenger, M.D.
GH	Metzen, Amy	PA	Surgery	Greenwich Hospital
GH	Meyer, Janice	CRNA	Anesthesiology	Greenwich Anesthesiology Associates
GH	Meyer, Laura	MD	Obstetrics & Gynecology	Greenwich Fertility
GH	Mickley, Steven	MD	Internal Medicine	Glenville Medical Concierge Care
GH	Migotsky, John	MD	Obstetrics & Gynecology	
GH	Miller, Michael	MD	Pathology	AmeriPath NY, LLC

GH	Miller, Nora	MD	Obstetrics & Gynecology	Greenwich Fertility
GH	Miller, Seth	MD	Orthopedics	Orthopaedic and Neurosurgery Specialists, P.C.
GH	Mini, Katherine	MD	Pediatrics	Children's Medical Group of Greenwich, PC
GH	Mir, Tansar	MD	Surgery	
GH	Mitchell Richards, Kisha	MD	Pathology	Greenwich Hospital
GH	Mobiglia, Jaime	PA	Surgery	Greenwich Hospital - Operating Room
GH	Molinelli, Elizabeth	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Molloy, Marcelyn	MD	Internal Medicine	AmeriCares
GH	Monaco, Michael	MD	Pediatrics	
GH	Monahan, Marianne	MD	Internal Medicine	WESTMED Medical Group
GH	Mones, Alejandro	MD	Pediatrics	Riverside Pediatrics, LLC
GH	Monroe, Julie	MD	Internal Medicine	WESTMED Medical Group
GH	Moore, Caleb	MD	Internal Medicine	Greenwich Medical Partners
GH	Morrissey, Mary	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Muftah, Loay	MD	Radiology	Teleradiology Solutions
GH	Mullen, David	MD	Radiology	Greenwich Hospital
GH	Murdock, Cynthia	MD	Obstetrics & Gynecology	Reproductive Medicine Associates of CT
GH	Murphy, Stephen	PA	Surgery	USA Surgical Services CT, PC
GH	Murphy, Steven	MD	Internal Medicine	Diagnostic & Medical Specialists of Greenwich
GH	Mutic, Mario	MD	Internal Medicine	WESTMED Medical Group
GH	Nachtygal, Joanne	PA	Orthopedics	Orthopaedic & Neurosurgery Specialists
GH	Nagle, Claire	APRN	Pediatrics	Greenwich Hospital
GH	Nahm, Frederick	MD	Internal Medicine	NeuroCare Health PC
GH	Naparst, Thomas	MD	Emergency Medicine	Greenwich Hospital - NEMG
GH	Narayana, Ashwatha	MD	Radiology	
GH	Nash, Esther	MD	Internal Medicine	Bridgeport Hospital
GH	Nasir, Irem	MD	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group
GH	Neeson, Francis	MD	Internal Medicine	Stamford Health Medical Group
GH	Negrin, Anne	MD	Surgery	Rye Eye Associates
GH	Nero, Thomas	MD	Internal Medicine	Cardiology Associates of Fairfield County, P.C.
GH	Ness, Tehila	APRN	Pediatrics	Greenwich Hospital
GH	Neuberth, Danielle	PA	Emergency Medicine	Greenwich Hospital - NEMG
GH	Newman, Fredric	MD	Surgery	Aesthetic Surgery Center of Connecticut
GH	Nishida, Karen	MD	Obstetrics & Gynecology	Gynecologic Cancer Care, LLC
GH	Noble, Katherine	MD	Pediatrics	Sound Beach Pediatrics

GH	Nocek, David	MD	Orthopedics	Orthopaedic and Neurosurgery Specialists, P.C.
GH	Novakova, Elena	PA	Surgery	Greenwich Hospital - Operating Room
GH	Nurzia, Michael	MD	Surgery	Michael Nurzia, MD
GH	Ober-Adams, Colleen	CRNA	Anesthesiology	Greenwich Anesthesiology Associates
GH	O'brien, Elisa	APRN	Surgery	Breast Care Services of Greenwich - NEMG
GH	O'Brien, Jessica	PA	Emergency Medicine	Greenwich Hospital - NEMG
GH	Odierna, Elizabeth	MD	Internal Medicine	WESTMED Medical Group
GH	Oh, Young-Don	MD	Orthopedics	WESTMED Medical Group
GH	Onorato, Catherine	CRNA	Anesthesiology	Greenwich Anesthesiology Associates
GH	Ostrager, Jill	MD	Internal Medicine	WESTMED Medical Group
GH	Ostroff, Allison	MD	Internal Medicine	Stamford Health Medical Group
GH	Overby, Philip	MD	Pediatrics	Philip Overby, M.D.
GH	Ozgediz, Doruk	MD	Surgery	YUSM Section of Pediatric Surgery
GH	Pabani, Qaayam	MD	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group
GH	Pacelli, Philip	DMD	Surgery	New Canaan Oral & Maxillofacial Surgery, P. C.
GH	Paek, Hyung	MD	Internal Medicine	Greenwich Hospital
GH	Palac, Susan	MD	Internal Medicine	American Neuromonitoring Associates, PC
GH	Palmer, Debbie	DO	Internal Medicine	Dermatology Associates of New York
GH	Palos, Patricia	MD	Obstetrics & Gynecology	Caterina Violi, M.D., OB/GYN
GH	Palvinskaya, Tatsiana	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
GH	Park, Eunjin	PA	Internal Medicine	Greenwich Hospital
GH	Partridge, Langley	MD	Emergency Medicine	Greenwich Hospital - NEMG
GH	Pashankar, Dinesh	MD	Pediatrics	YUSM Section of Pediatric Gastroenterology
GH	Passaretti, David	MD	Surgery	Aesthetic Surgery Center of Connecticut
GH	Pavlis, Maria	MD	Internal Medicine	Cardiology Associates of Fairfield County, P.C.
GH	Peden, Sean	MD	Orthopedics	Orthopaedics Neurosurgery Specialists, LLC
GH	Pellechi, Thomas	MD	Internal Medicine	
GH	Pere, Joyce	MD	Psychiatry	Joyce Pere, M.D.
GH	Perley Kwauk, Rosemary	CRNA	Anesthesiology	Greenwich Anesthesiology Associates
GH	Petranker, Oren	CRNA	Anesthesiology	Greenwich Anesthesiology Associates
GH	Petrotos, Athanassios	MD	Surgery	Northeast Medical Group Surgical Specialists
GH	Petrucci, Debra	MD	Surgery	Yale-New Haven Hospital Spine Center
GH	Petrylak, Daniel	MD	Internal Medicine	YUSM Section of Oncology
GH	Pfau, Steven	MD	Internal Medicine	VAMC
GH	Phanumas, Donna	MD	Internal Medicine	Greenwich Hospital

GH	Phatak, Uma	MD	Pediatrics	YUSM Section of Pediatric Gastroenterology
GH	Piccorelli, George	MD	Surgery	WESTMED Medical Group
GH	Pinar, Aydin	MD	Internal Medicine	
GH	Pincus, Jayne	MD	Internal Medicine	Old Greenwich Medical Group
GH	Plummer, Catherine	MD	Orthopedics	WESTMED Medical Group
GH	Pollack, Joshua	MD	Psychiatry	Greenwich Hospital - Center for Healthy Aging
GH	Porco, Jaclyn	CRNA	Anesthesiology	Greenwich Anesthesiology Associates
GH	Portnay, Edward	MD	Internal Medicine	Cardiology Physicians of Fairfield, LLC
GH	Porto, Anthony	MD	Pediatrics	YUSM Section of Pediatric Gastroenterology
GH	Potack, Jonathan	MD	Internal Medicine	WESTMED Medical Group
GH	Potter, William	MD	Surgery	Greenwich Ophthalmology Associates, LLC
GH	Proskin, Wendy	MD	Pediatrics	WESTMED Medical Group
GH	Provataris, Jennifer	MD	Emergency Medicine	Greenwich Hospital - NEMG
GH	Puglisi, Jeffrey	MD	Internal Medicine	Glenville Medical Concierge Care
GH	Raab, Carolyn	APRN	Pediatrics	Greenwich Hospital
GH	Rana, Sunil	MD	Internal Medicine	Sunil Rana MD, PC
GH	Ranauro, Tina	APRN	Emergency Medicine	WESTMED Medical Group
GH	Ranta, Jeffrey	MD	Surgery	Greenwich Urological Associates, PC
GH	Rascoff, Henry	MD	Pediatrics	Sound Beach Pediatrics
GH	Raskin, Elsa	MD	Surgery	Elsa M. Raskin, MD, PC
GH	Rawlins, Patricia	APRN	Pediatrics	Greenwich Hospital
GH	Razdan, Rishi	MD	Radiology	CT Image Guided Surgery
GH	Reardon, Michelle	APRN	Internal Medicine	Greenwich Hospital-Outpatient Services
GH	Reid, Linda	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Rein, Joel	MD	Surgery	Joel Rein, M.D.
GH	Reiss, Ronald	MD	Obstetrics & Gynecology	Scarsdale Medical Group
GH	Remakus, Christopher	MD	Internal Medicine	Northeast Medical Group, Inc.
GH	Remetz, Michael	MD	Internal Medicine	YUSM Section of Cardiology
GH	Resnick, Donald	PhD	Psychiatry	
GH	Rieger, Alicia	MD	Pediatrics	WESTMED Medical Group
GH	Riera, Antonio	MD	Emergency Medicine	YUSM Section of Pediatric Emergency Medicine
GH	Roberts, Kenneth	MD	Radiology	YUSM Department of Therapeutic Radiology - Smilow Cancer Hospital
GH	Robles, Amy	CRNA	Anesthesiology	Greenwich Anesthesiology Associates
GH	Rodgers, I. Rand	MD	Surgery	



GH	Rohr, Michele	MD	Obstetrics & Gynecology	Brookside Gynecology
GH	Romanek, Adam	PA	Surgery	Greenwich Hospital
GH	Rosen, Danya	MD	Pediatrics	Yale Pediatric Specialty Center
GH	Rosenstein, C.Cory	MD	Surgery	Stamford Health Medical Group
GH	Rosoff, James	MD	Surgery	YUSM Department of Urology
GH	Rossi, Kerri	APRN	Internal Medicine	Greenwich Cardiology Associates, LLC
GH	Rothbart, Gary	MD	Internal Medicine	WESTMED Medical Group
GH	Rothenberg, Saul	PhD	Psychiatry	Greenwich Hospital
GH	Rubin, Burton	MD	Internal Medicine	Old Greenwich Medical Group
GH	Rummel, Karen	DO	Emergency Medicine	Greenwich Hospital - NEMG
GH	Rusk, Alice	MD	Internal Medicine	Greenwich Neurology
GH	Russi, Mark	MD	Internal Medicine	YNHH Occupational Health Services
GH	Ryan, Elizabeth	MD	Anesthesiology	Greenwich Anesthesiology Associates
GH	Ryan, Meghan	APRN	Pediatrics	Greenwich Hospital
GH	Sabetta, James	MD	Internal Medicine	Infectious Disease Consultants of Greenwich, P.C.
GH	Sabetta, Julia	MD	Internal Medicine	
GH	Sacharski, Eileen	MD	Internal Medicine	WESTMED Medical Group
GH	Sadeghi, Hossein	MD	Pediatrics	Pediatric Pulmonology, LLC
GH	Sahler, Christopher	MD	Internal Medicine	Orthopaedics Neurosurgery Specialists, PC
GH	Salik, Erez	MD	Radiology	Greenwich Hospital
GH	Salomon, Jason	PA	Orthopedics	Orthopaedic & Neurosurgery Specialists, P.C.
GH	Salvatore, Toni	MD	Pediatrics	Greenwich Hospital
GH	Salzer, Stephen	MD	Surgery	Greenwich Ear, Nose & Throat - Head & Neck Surgery
GH	Sandhu, Katherine	MD	Obstetrics & Gynecology	Stamford Health Medical Group, Urogynecology
GH	Santarosa, Richard	MD	Surgery	Richard P. Santarosa M.D., LLC
GH	Santiago, Jesus	PA	Surgery	YUSM Department of Neurosurgery
GH	Santos, Rolando	MD	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group
GH	Santucci, Karen	MD	Emergency Medicine	YUSM Section of Pediatric Emergency Medicine
GH	Sapanaro, Kristin	APRN	Pediatrics	Pediatric Associates - Northeast Medical Group
GH	Sauler, Maor	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
GH	Sayeed, Syed	MD	Surgery	
GH	Schamberg, Neal	MD	Internal Medicine	Center for GI Medicine of Fairfield & Westchester
GH	Schechter, Michael	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Scheinthal, Deborah	DO	Pediatrics	WESTMED Medical Group
GH	Schilsky, Michael	MD	Internal Medicine	YUSM Section of Digestive Diseases

GH	Schiz, Steven	MD	Pediatrics	Children's Medical Group of Greenwich, PC
GH	Schmidt, William	MD	Orthopedics	Orthopedic Associates of Stamford, LLC
GH	Schneider, Marcie	MD	Pediatrics	Greenwich Adolescent Medicine, LLC
GH	Schoeneman, Sandra	PhD	Psychiatry	
GH	Schoenfeld, Mark	MD	Internal Medicine	Arrhythmia Center of Connecticut
GH	Schrager, Alan	MD	Surgery	
GH	Schwartz, Kenneth	MD	Surgery	WESTMED Medical Group
GH	Seelig, Charles	MD	Internal Medicine	Greenwich Hospital-Medical Residency Program
GH	Seidenstein, Harvey	MD	Internal Medicine	Cardiovascular Services of Greenwich - NEMG
GH	Selkin, Alan	MD	Internal Medicine	The Center for Gastrointestinal Medicine
GH	Sessa, Vito	MD	Pediatrics	WESTMED Medical Group
GH	Setaro, John	MD	Internal Medicine	YUSM Section of Cardiology
GH	Sethi, Paul	MD	Orthopedics	Orthopaedic & Neurosurgery Specialists, PC
GH	Shahid, Kameron	MD	Radiology	Greenwich Radiological Group
GH	Shajan, Joshan	MD	Internal Medicine	Joshan K. Shajan, M.D.
GH	Sharma, Nitya	MD	Internal Medicine	WESTMED Medical Group
GH	Sharma, Seema	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Shea, Judith	MD	Internal Medicine	Glenville Medical Concierge Care
GH	Sheehy, Jessica	CRNA	Anesthesiology	Greenwich Anesthesiology Associates
GH	Shender, Anna	MD	Internal Medicine	
GH	Sherling, Bruce	MD	Internal Medicine	WESTMED Medical Group
GH	Sherman, John	MD	Surgery	John E. Sherman, MD, PC
GH	Sherwyn, Jonathan	MD	Surgery	Jonathan Hilton Sherwyn, MD, FACS
GH	Shestak, William	DO	Emergency Medicine	Greenwich Hospital - NEMG
GH	Shirazy-Majd, Nahid	MD	Pediatrics	Harrison Pediatrics LLP
GH	Silberstein, Linda	MD	Internal Medicine	Linda R. Silberstein, M.D.
GH	Silver, Marc	MD	Orthopedics	Orthopedic Associates of Stamford, LLC
GH	Silver, Michael	MD	Internal Medicine	WESTMED Medical Group
GH	Silverman, Jill	PhD	Psychiatry	
GH	Simon, Beth	MD	Obstetrics & Gynecology	Scarsdale Medical Group
GH	Simon, Scott	MD	Surgery	Orthopaedic & Neurosurgery Specialists, PC
GH	Siner, Jonathan	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
GH	Slate, Emily	MD	Orthopedics	Orthopedic Associates of Stamford, LLC
GH	Sloan, Bart	MD	Psychiatry	Shoreline Psychiatry of Western CT, LLC
GH	Smith, Howard	PA	Emergency Medicine	Greenwich Hospital - NEMG

GH	Smith, Izabela	CRNA	Anesthesiology	YUSM Department of Anesthesiology - Saint Raphael Campus
GH	Smullin, Steven	DMD, MD	Surgery	Steven Smullin, DMD
GH	Snelwar, Yekaterina	APRN	Pediatrics	Greenwich Hospital
GH	Snowball, Halina	MD	Internal Medicine	Pain Management, LLC
GH	Snyder, Michael	MD	Pediatrics	
GH	Sohrab, Mahsa	MD	Surgery	Rye Eye Associates
GH	Solad, Yauheni	MD	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group
GH	Solomon, Daniel	MD	Surgery	YUSM Section of Pediatric Surgery - YNH Children's Hospital
GH	Song, Christopher	MD	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group
GH	Soni, Dhara	PA	Surgery	Greenwich Hospital
GH	Souza, Fabiola	MD	Pathology	Greenwich Hospital
GH	Sproviero, Joseph	MD	Internal Medicine	Fairfield County Allergy, Asthma & Immunology
GH	Stark, Robert	MD	Internal Medicine	Robert M. Stark, M.D.,P.C.
GH	Steckler, Lois	APRN	Pediatrics	Greenwich Hospital
GH	Steele, Maureen	MD	Internal Medicine	Maureen K. Steele, MD, PC
GH	Steinbacher, Derek	MD, DMD	Surgery	Yale Pediatric Specialty Center
GH	Stella, Caroline	MD	Obstetrics & Gynecology	Greenwich Hospital
GH	Stevens, Mitchell	MD	Pediatrics	WESTMED Medical Group
GH	Stewart, Sarah	MD	Radiology	Greenwich Radiological Group
GH	Stitelman, David	MD	Surgery	YUSM Department of Pediatrics
GH	Stroumbakis, Nicholas	MD	Surgery	Greenwich Urological Associates, PC
GH	Sullivan, Scott	MD	Radiology	Greenwich Hospital
GH	Sultan, Heena	MD	Anesthesiology	Greenwich Anesthesiology Associates
GH	Sutton, Karen	MD	Orthopedics	YUSM Department of Orthopedics
GH	Suzman, Michael	MD	Surgery	WESTMED Medical Group
GH	Syed, Muhammad	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
GH	Sygal, Paul	MD	Anesthesiology	Greenwich Anesthesiology Associates
GH	Tagliavia, Alfonso	MD	Anesthesiology	Greenwich Anesthesiology Associates
GH	Tartaglia, Joseph	MD	Internal Medicine	Joseph Tartaglia, MD, PC
GH	Tedesco, Janine	PA	Surgery	Southern Connecticut Vascular Center
GH	Teslya, Pavel	MD	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group
GH	Thakur, Mrudangi	MD	Surgery	
GH	Theofanidis, Stylianos	MD	Pediatrics	Greenwich Hospital
GH	Tifford, Craig	MD	Orthopedics	Yale Orthopaedics - Stamford
GH	Tinger, Alfred	MD	Radiology	

GH	Tom, David	MD	Surgery	New England Retina Associates
GH	Tom, Michael	MD	Surgery	ENT AND ALLERGY ASSOCIATES, LLP
GH	Tomchik, Heather	PA	Surgery	WESTMED Medical Group
GH	Tomita, Kiyoko	MD	Internal Medicine	NEMG - Internal Medicine Greenwich
GH	Torina, Georgeann	PA	Orthopedics	Orthopaedic & Neurosurgery Specialists
GH	Torres, Jill	CRNA	Anesthesiology	Greenwich Anesthesiology Associates
GH	Tribble, Cassandra	MD	Anesthesiology	Greenwich Anesthesiology Associates
GH	Tsang, Benjamin	MD	Pediatrics	Greenwich Hospital
GH	Tsong, Jerry	MD	Surgery	Greenwich Ophthalmology Associates, LLC
GH	Tuttle, Lisa	PhD	Psychiatry	Greenwich Fertility
GH	Tuyama, Ana	MD	Internal Medicine	WESTMED Medical Group
GH	Tyson, Jeremiah	MD	Internal Medicine	Greenwich IM Hospitalist Service - Northeast Medical Group
GH	Vadasdi, Katherine	MD	Orthopedics	Orthopaedic and Neurosurgery Specialists, P.C.
GH	Vaid, Chetan	MD	Internal Medicine	Greenwich Private Medicine
GH	Valentino, Pamela	MD	Pediatrics	YUSM Section of Pediatric Gastroenterology
GH	Varghese, Geena	DO	Internal Medicine	WESTMED Medical Group
GH	Varghese, Mary	PhD	Psychiatry	Greenwich Hospital - Weight Loss and Diabetes Cent
GH	Vasile, Julie	MD	Surgery	Julie Vasile, M.D.
GH	Vega-Bermudez, Francisco	MD	Internal Medicine	American Neuromonitoring Associates, PC
GH	Velagapudi, Venu	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
GH	Verga, Marco	MD	Radiology	Diagnostic Radiology Associates
GH	Versfelt, Mary	MD	Pediatrics	Pediatric Associates - Northeast Medical Group
GH	Violi, Caterina	MD	Obstetrics & Gynecology	Caterina Violi, M.D., OB/GYN
GH	Violi, Lisa	PA	Obstetrics & Gynecology	Caterina Violi, MD OB/GYN
GH	Vitale, Mark	MD	Orthopedics	Orthopaedic & Neurosurgery Specialists, P.C.
GH	Vora, Chaula	MD	Internal Medicine	NEMG - Internal Medicine Greenwich
GH	Vundavalli, Shravani	MD	Pediatrics	Greenwich Pediatric Associates
GH	Waddell, Robin	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
GH	Wagner, Anja	MD	Internal Medicine	Cardiology Associates of Fairfield County, P.C.
GH	Wainwright, Sandra	MD	Internal Medicine	Center for Hyperbaric Medicine & Wound Healing
GH	Waldman, Joshua	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Wallace, Joseph	DDS	Surgery	Greenwich Oral & Maxillofacial Surgery, P.C.
GH	Wallenstein, Michelle	MD	Obstetrics & Gynecology	WESTMED Medical Group
GH	Walsh, Francis	MD	Internal Medicine	The Doctors Office
GH	Walsh, Jessica	APRN	Internal Medicine	Cardiovascular Services of Greenwich-NEMG

GH	Wandel, Erika	MD	Surgery	Rye Eye Associates
GH	Ward, Barbara	MD	Surgery	Breast Care Services of Greenwich, LLC
GH	Warkol, Rebecca	MD	Internal Medicine	Old Greenwich Medical Group
GH	Warmouth, Grant	MD	Internal Medicine	American Neuromonitoring Associates, PC
GH	Waters, Paul	MD	Surgery	Paul Waters, M.D.
GH	Waxler, Diana	PA	Emergency Medicine	WESTMED Medical Group
GH	Weber, Litchia	MD	Internal Medicine	Diagnostic & Medical Specialists of Greenwich
GH	Weeks, Randall	PhD	Psychiatry	Randall Weeks, Ph.D.
GH	Wei, David	MD	Orthopedics	Orthopaedic & Neurosurgery Specialists PC
GH	Weinberger, Jeffrey	MD	Internal Medicine	Jeffrey Weinberger, M.D.
GH	Weiner, Gail	MD	Pediatrics	Greenwich Pediatric Associates
GH	Weinschenk, Barbara	PA	Emergency Medicine	Greenwich Hospital - NEMG
GH	Weinstein, David	MD	Obstetrics & Gynecology	Obstetrics & Gynecology Associates
GH	Weintraub, Jeffrey	MD	Emergency Medicine	Greenwich Hospital - NEMG
GH	Weiss, Pnina	MD	Pediatrics	YUSM Section of Pedi Respiratory Medicine
GH	Weissler, Matthew	MD	Internal Medicine	WESTMED Medical Group
GH	Welch, Susan	APRN	Pediatrics	Greenwich Hospital - Outpatient Pediatric Dept.
GH	Werner, Michael	MD	Surgery	Michael A. Werner, MD, PC
GH	Whitney, Christian	DO	Anesthesiology	Greenwich Anesthesiology Associates
GH	Wiechmann, Lisa	MD	Surgery	Breast Care Services of Greenwich - NEMG
GH	Williams, Carla	MD	Obstetrics & Gynecology	Brookside Gynecology
GH	Wilson, Lynn	MD	Radiology	YUSM Department of Therapeutic Radiology
GH	Wilson, Thomas	MD	Surgery	Greenwich Oral & Maxillofacial Surgery, P.C.
GH	Winter, Patricia	APRN	Internal Medicine	Greenwich Hospital
GH	Winterbottom, Christopher	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
GH	Witt, Barry	MD	Obstetrics & Gynecology	Greenwich Fertility
GH	Wong, Anthony	PA	Surgery	Stamford Health Medical Group, Neurosurgery
GH	Woodard, Kristen	MD	Pediatrics	Pediatric Associates - Northeast Medical Group
GH	Woodbury, Robert	MD	Internal Medicine	Robert Woodbury, M.D.
GH	Wolf, Seth	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
GH	Wosnitzer, Matthew	MD	Surgery	NEMG Urology
GH	Wurm, Emanuel	DO	Internal Medicine	WESTMED Medical Group
GH	Wynn, Jonathan	MD	Internal Medicine	WESTMED Medical Group
GH	Xu, Thomas	MD	Internal Medicine	WESTMED Medical Group (Internal Medicine)
GH	Youkeles, Lisa	MD	Internal Medicine	WESTMED Medical Group

GH	Yu, Irene	MD	Surgery	ENT & Allergy Associates, LLP
GH	Yu, Yi-Hao	MD	Internal Medicine	Endocrinology Associates of Greenwich
GH	Yudin, Howard	MD	Internal Medicine	Howard S. Yudin, MD
GH	Yuh, David	MD	Internal Medicine	YUSM Section of Cardiac Surgery
GH	Yunkovic, Kathryn	PA	Surgery	Greenwich Hospital
GH	Zarakiotis, Stacy	DDS	Surgery	Greenwich Pediatric Dental Group, LLC
GH	Zelkovic, Paul	MD	Surgery	Pediatric Urology Associates P.C.
GH	Zemon, Harry	MD	Surgery	WESTMED Medical Group
GH	Zislis, Jan	MD	Emergency Medicine	Greenwich Hospital - NEMG
GH	Zitsman, Jeffrey	MD	Surgery	
GH	Zuckman, Brett	DMD	Surgery	Oral Surgery Associates
GH	Zwas, Felice	MD	Internal Medicine	Center for GI Medicine of Fairfield & Westchester
LMH	Abdelhafiz, Gada	MD	Medicine	IPC Hospitalists of NE
LMH	Abdel-Razeq, Sonya	MD	OB-GYN	Yale Univ Maternal Fetal Med
LMH	Adams, Theresa	MD	Emergency Medicine	EMP of New London County
LMH	Adekanye, Oluwaseun	MD	Pediatrics	L+M Hospital/Pediatric Hospitalists
LMH	Agrawal, Anjali	MD	Radiology	Teleradiology Solutions
LMH	Alessi, Anthony	MD	Medicine	IPC Hospitalists of NE
LMH	Allard, Elizabeth	MD	Medicine	New London Family Practice
LMH	Allard, Elizabeth	MD	Pediatrics	New London Family Practice
LMH	Allen, John	DMD	Surgery	
LMH	Allyn, David	PA-C	Emergency Medicine	EMP of New London County
LMH	Altin, Sophia	MD	Medicine	Yale Univ Cardiovascular Med
LMH	Amdur, Henry	MD	OB-GYN	L+MMG OB-GYN NL
LMH	Amin, Hardik	MD	Medicine	Yale New Haven Telestroke
LMH	Ancona, John	MD	Pediatrics	GF Pediatric Group
LMH	Andrias, Charles	MD	Medicine	L+MMG Cardiology Waterford
LMH	Antic, Anica	MD	Pathology	Pathology Consultants of NL
LMH	Antonelli, Vincent	DDS	Surgery	Bridgeworks Family Dental Ctr
LMH	Applegate, Brenda	MD	Medicine	L+MMG Primary Care Stonington
LMH	Archer, Steven	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Aribandi, Manohar	MD	Radiology	Teleradiology Solutions
LMH	Armstrong, Benjamin	MD	Emergency Medicine	EMP of New London County
LMH	Aschkenasi, Carl	MD	Radiology	Teleradiology Solutions
LMH	Attaran, Robert	MD	Medicine	Yale Univ Cardiovascular Med



LMH	Auerbach, Peter	MD	OB-GYN	Thameside OB/GYN Ctr
LMH	Augusto, Donna	APRN	Psychiatry	L+MMG Behavioral Health
LMH	Azia, Gregory	MD	Surgery	
LMH	Badal, Romina	DMD	Surgery	Childrens Dental Assoc of NL
LMH	Bagheri, Roshanak	MD	Medicine	L+MMG Cardiology New London
LMH	Bahtiyar, Mert	MD	OB-GYN	Yale Univ Maternal Fetal Med
LMH	Balch, Eric	MD	Anesthesia	Anesthesia Assoc of NL
LMH	Baleswaren, Anandhi	MD	Medicine	Community Health Ctr
LMH	Bangs, Katherine	PA-C	Surgery	Orthopedic Partners
LMH	Barczak, Timothy	MD	OB-GYN	L+MMG OB-GYN NL
LMH	Barri, Anthony	MD	Surgery	Barri Eye Care Ctr
LMH	Bassett, Ann	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Basu, Arun	MD	Radiology	Ocean Radiology Assoc
LMH	Bedard, Lisa	APRN	Medicine	L+M Stroke Ctr
LMH	Bellas, David	PHD	Rehab Medicine	L+MMG Rehab Medicine
LMH	Bender, Katherine	APRN	Medicine	IPC Hospitalists of NE
LMH	Benedict, Joseph	MD	Pathology	Pathology Consultants of NL
LMH	Benoit, Evangeline	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Bentz, Mary Ann	MD	Medicine	Dermatology Assoc of SE CT
LMH	Ber, Doron	MD	Medicine	Shoreline Allergy & Asthma
LMH	Ber, Doron	MD	Pediatrics	Shoreline Allergy & Asthma
LMH	Bertman, Gary	MD	Pediatrics	GP Family Care LLC
LMH	Bertolozzi, Peter	DO	Emergency Medicine	EMP of New London County
LMH	Bindra, Ranjit	MD	Medicine	Yale Univ Therapeutic Rad Dept
LMH	Bizzarro, Matthew	MD	Pediatrics	L+M Hospital/Neonatology Dept
LMH	Blackman-Cochran, Judith	APRN	Pediatrics	Gold Star Pediatrics
LMH	Blefeld, Michael	MD	Pediatrics	Gold Star Pediatrics
LMH	Blue, Todd	MD	Radiology	Ocean Radiology Assoc
LMH	Blum, Thomas	MD	Medicine	Drs Blum & Bontempi
LMH	Boie, Christine	APRN	Psychiatry	L+MMG Behavioral Health
LMH	Boisoneau, David	MD	Surgery	ENT Assoc of SE CT
LMH	Bontempi, Rosemary	MD	Medicine	Drs Blum & Bontempi
LMH	Boonvisudhi, Kitima	MD	Surgery	L+M Wound Care Clinic
LMH	Borden, Roberta	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Bortan, Alin	MD	Medicine	L+M Infectious Disease & Travel Med

LMH	Bourganos, George	MD	Medicine	RI Cardiovascular Assoc
LMH	Bourguignon, Paul	MD	Surgery	L+MMG Surgery Westerly
LMH	Bowen, Heather	APRN	Psychiatry	L+MMG Behavioral Health
LMH	Brennan, Garrett	DDS	Surgery	Childrens Dental Assoc of NL
LMH	Brennan, Joseph	MD	Medicine	Yale Univ Cardiovascular Med
LMH	Brennan, Paige	MD	Medicine	Yale Univ Cardiovascular Med
LMH	Brill, David	MD	Surgery	L+MMG Cardiology Waterford
LMH	Brown, Shereene	MD	OB-GYN	L+MMG OB-GYN NL
LMH	Bryant, Craig	MD	Emergency Medicine	EMP of New London County
LMH	Buggeln, Craig	MD	Medicine	
LMH	Cabin, Henry	MD	Medicine	Yale Univ Cardiovascular Med
LMH	Cambi, Brian	MD	Medicine	L+MMG Cardiology New London
LMH	Cambi, Kathryn	MD	Pediatrics	Flanders Pediatrics LLC
LMH	Cameron, Alison	MD	Anesthesia	Anesthesia Assoc of NL
LMH	Campbell, Elaine	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Campbell, Katherine	MD	OB-GYN	Yale Univ Maternal Fetal Med
LMH	Campbell, Mical	MD	Medicine	Coastal Digestive Diseases
LMH	Capalbo, Anna	DMD	Surgery	Childrens Dentistry/Westerly
LMH	Cardella, Jonathan	MD	Medicine	Yale Medical Group
LMH	Carlow, Steven	MD	Surgery	Seacoast Ortho/Sports Med
LMH	Carroll, John	DPM	Surgery	
LMH	Carter, H Anthony	MD	Medicine	L+MMG Primary Care New London
LMH	Casey, Elizabeth	APRN	Medicine	IPC Hospitalists of NE
LMH	Cecere, Joseph	MD	Anesthesia	Anesthesia Assoc of NL
LMH	Cervera, Patricia	APRN	Medicine	IPC Hospitalists of NE
LMH	Chaar, Cassius	MD	Surgery	L+MMG General Surgery NL
LMH	Chemacki, Kimberly	PA-C	Medicine	L+MMG Cardiology Waterford
LMH	Cherry, Thomas	MD	Surgery	Backus Physician Services
LMH	Chittamooru, Subha	PA-C	Surgery	L+MMG General Surgery
LMH	Chokshi, Swati	MD	Pediatrics	L+M Hospital/Pediatric Hospitalists
LMH	Christian, Jeffrey	MD	Surgery	L+MMG General Surgery Westerly
LMH	Chua-Chiaco, John	MD	Medicine	Norwich Cardiac Medicine
LMH	Ciccone, Lori	PA-C	Medicine	IPC Hospitalists of NE
LMH	Cicero, Mark	MD	Emergency Medicine	EMP of New London County
LMH	Ciotola, Robert	MD	Medicine	L+MMG Primary Care Mystic

LMH	Cirillo, Louis	MD	Emergency Medicine	EMP of New London County
LMH	Citarella, Brett	MD	Pediatrics	L+M Hospital/Neonatology Dept
LMH	Clancy, Jude	MD	Medicine	Yale Univ Cardiovascular Med
LMH	Clark, Christopher	DMD	Surgery	Childrens Dental Assoc of NL
LMH	Cleman, Michael	MD	Medicine	Yale Univ Cardiovascular Med
LMH	Cloutier, Josee	MD	Medicine	Cloutier Family Practice LLC
LMH	Cloutier, Josee	MD	Pediatrics	Cloutier Family Practice LLC
LMH	Coffey, Margo	PA-C	Surgery	L+MMG General Surgery
LMH	Coiculescu, Olivia	MD	Medicine	L+MMG Neurology
LMH	Colby, Jay	MD	Radiology	Ocean Radiology Assoc
LMH	Coletti, David	MD	Surgery	Chelsea Surgical Care
LMH	Collemer, Susan	MD	Emergency Medicine	EMP of New London County
LMH	Colom, William	MD	Medicine	SE CT Med Assoc
LMH	Connor, Kathryn	PA-C	Medicine	L+M Occupational Health @ PHC
LMH	Cooper, Bruce	MD	Medicine	IPC Hospitalists of NE
LMH	Copel, Joshua	MD	OB-GYN	Yale Univ Maternal Fetal Med
LMH	Corpuz, Danielle	MD	Pediatrics	Flanders Pediatrics
LMH	Coss, Edward	MD	Psychiatry	
LMH	Courtright, Darren	DPM	Surgery	Shoreline Foot & Ankle Ctr
LMH	Craft, Angela	NNP	Pediatrics	L+M Hospital/Neonatology Dept
LMH	Crawford, William	MD	Surgery	IPC Hospitalists of NE
LMH	Crawley, David	MD	Surgery	Thames Urology Ctr
LMH	Credit, Scott	APRN	Medicine	L+MMG Primary Care Mystic
LMH	Crispino, Carmine	MD	Medicine	IPC Hospitalists of NE
LMH	Cronin Vorih, Deirdre	MD	Emergency Medicine	EMP of New London County
LMH	Cross, Robert	MD	Radiology	Ocean Radiology Assoc
LMH	Cross, Sarah	MD	OB-GYN	Yale Univ Maternal Fetal Med
LMH	Curioso-Uy, Cynthia	MD	Medicine	Gold Coast Pulmonary & Sleep
LMH	Curtis, Jephtha	MD	Medicine	Yale Univ Cardiovascular Med
LMH	Dahlquist, Heather	MD	Pediatrics	L+M Hospital/Pediatric Hospitalists
LMH	Daley, Kristin	MD	Anesthesia	Anesthesia Assoc of NL
LMH	Darout, Rachelle	MD	Medicine	LMMG Primary Care Waterford
LMH	Daulaire, Siri	MD	Emergency Medicine	EMP of New London County
LMH	Davey, Jennifer	PA-C	Medicine	L+M Occupational Health @ PHC
LMH	Dearborn, Jennifer	MD	Medicine	Yale-New Haven Telestroke

LMH	DeBaets, Myriam	MD	Medicine	IPC Hospitalists of NE
LMH	Decker, Roy	MD	Medicine	Yale Univ Therapeutic Rad Dept
LMH	Dellacono, Frank	MD	Surgery	ENT Assoc of SE CT
LMH	Deloge, Jo-Ann	APRN	Medicine	Coastal Digestive Diseases
LMH	DelPrado, Juan	PA-C	Surgery	L+MMG General Surgery
LMH	Deptulski, Nancy	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Deren, Michael	MD	Surgery	Backus Wound Care/Hyperbaric Oxygen Therapy
LMH	D'Errico, Teresa	APRN	Medicine	Coastal Digestive Diseases
LMH	DeSantis, Christopher	MD	Anesthesia	Anesthesia Assoc of NL
LMH	Detterbeck, Frank	MD	Surgery	Yale Univ Thoracic Surgery
LMH	Deutsch, Paul	MD	Medicine	
LMH	Diffin, Daniel	MD	Radiology	Ocean Radiology Assoc
LMH	DiFrancesca, Joseph	DPM	Surgery	Kierstein & DiFrancesca DPM PC
LMH	DiLullo, Anthony	MD	OB-GYN	Thameside OB/GYN Ctr
LMH	DiSilvestro, Paul	MD	OB-GYN	Women & Infants Hospital
LMH	D'Mello, Suresh	MD	Medicine	L+MMG Primary Care Old Lyme
LMH	Dodington, James	MD	Emergency Medicine	EMP of New London County
LMH	Doerwaldt, Hartmut	MD	Pediatrics	Community Health Ctr
LMH	Doherty, Lauren	MD	Medicine	IPC Hospitalists of NE
LMH	Doherty, Patrick	MD	Surgery	Yale Neurosurgery
LMH	Doherty, Terrence	MD	Medicine	SE CT Med Assoc
LMH	Donahue, Jennifer	MD	Medicine	ProHealth Physicians Wmns Care
LMH	Donka, Abel	MD	Medicine	Thompson Goldberg & Donka
LMH	Donnel, Joann	NMW	OB-GYN	L+MMG OB-GYN NL
LMH	Donovan, Kenneth	MD	Medicine	IPC Hospitalists of NE
LMH	Dubin, Seth	PA-C	Emergency Medicine	EMP of New London County
LMH	Duby, Walterine	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Ducey, Stephen	MD	Medicine	SE CT Med Assoc
LMH	Duhig, Niall	MD	Medicine	Shoreline Pulmonary Assoc LLC
LMH	Duke, Daniella	MD	Medicine	Coastal Dermatology PC
LMH	Ecker, Robert	MD	Medicine	Integrated Dermatology of Groton LLC
LMH	Ehrlich, Brian	MD	Medicine	L+MMG Cardiology Waterford
LMH	Ehrlich, Owen	MD	Pediatrics	ProHealth Ped Assoc of NL
LMH	Eigles, Stephen	MD	Radiology	Teleradiology Solutions
LMH	Ejaz, Asim	MD	Pathology	Pathology Consultants of NL

LMH	Ejzak, Alexander	PA-C	Emergency Medicine	EMP of New London County
LMH	Ejzak, Kelsey	PA-C	Emergency Medicine	EMP of New London County
LMH	Elder, Robert	MD	Pediatrics	Yale Pediatric Cardiology
LMH	Elsamra, Shady	MD	Psychiatry	L+MMG Behavioral Health
LMH	Enquist, Erik	MD	Surgery	Champion Urology Ltd
LMH	Esposito, Charles	MD	Pediatrics	GF Pediatric Group
LMH	Evans, Suzanne	MD	Medicine	Yale Univ Therapeutic Rad Dept
LMH	Fabian, Taryn	PA-C	Surgery	L+MMG General Surgery
LMH	Fahey, John	MD	Pediatrics	Yale Pediatric Cardiology
LMH	Falck, Francis	MD	Surgery	Falck Eye Ctr LLC
LMH	Famiglietti, Peter	MD	Surgery	Famiglietti Eye Assoc
LMH	Fantl, Eugene	MD	Pediatrics	East Lyme Pediatrics
LMH	Faulise, Ellen	MD	Surgery	L+MMG General Surgery
LMH	Feder, Ingrid	MD	Medicine	IPC Hospitalists of NE
LMH	Feldman, Barry	MD	Medicine	Shoreline Family Practice
LMH	Feldman, Barry	MD	Pediatrics	Shoreline Family Practice
LMH	Felitto, Donald	MD	Medicine	IPC Hospitalists of NE
LMH	Felter, Kate	PA-C	OB-GYN	Shoreline OB/GYN PC
LMH	Feltes, Michael	MD	Medicine	IPC Hospitalists of NE
LMH	Feng, Honghui	MD	Anesthesia	Anesthesia Assoc of NL
LMH	Ferdman, Dina	MD	Pediatrics	Yale Pediatric Cardiology
LMH	Ferguson, Bernard	MD	Emergency Medicine	EMP of New London County
LMH	Ferrero, Vittorio	MD	Psychiatry	L+MMG Behavioral Health
LMH	Fields, Warren	MD	Medicine	Mystic Med Group
LMH	Fiengo, Mark	DO	Medicine	Hartford Healthcare Cardiology Assoc
LMH	Fiftal, Carol	MD	Pediatrics	Gold Star Pediatrics
LMH	Finiguerra, Roseann	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Fink, Lindsay	PA-C	Emergency Medicine	EMP of New London County
LMH	Firman, Russell	MD	Emergency Medicine	EMP of New London County
LMH	Fisher, Eric	DO	Medicine	New London Family Practice
LMH	Fisher, Eric	DO	Pediatrics	New London Family Practice
LMH	Flynn, Daniel	MD	Anesthesia	Anesthesia Assoc of NL
LMH	Force, Farid	MD	Psychiatry	L+MMG Behavioral Health
LMH	Forrest, John	MD	Medicine	Yale Univ Cardiovascular Med
LMH	Forstein, Steven	MD	Pediatrics	GF Pediatric Group

LMH	Forsyth, Allyson	PA-C	Surgery	Crossroads Orthopaedics
LMH	Fox, Matthew	MD	Radiology	Teleradiology Solutions
LMH	Fracchia, Elizabeth	APRN	Medicine	IPC Hospitalists of NE
LMH	Fraser, Richard	MD	Surgery	Thames Urology Ctr
LMH	Frederiks, David	MD	Medicine	IPC Hospitalists of NE
LMH	Frese, John	MD	Medicine	Coastal Digestive Diseases
LMH	Friedman, Alan	MD	Pediatrics	Yale Pediatric Cardiology
LMH	Friedman, Franklin	MD	Surgery	Eastern CT Urology
LMH	Fucci, Michael	MD	Medicine	Yale Univ Cardiovascular Med
LMH	Gaccione, Daniel	MD	Surgery	Soundview Orthopaedic Assoc
LMH	Gadbaw, Joseph	MD	Medicine	L+M Infectious Disease & Travel Med
LMH	Gaetano, John	DPM	Surgery	Allegheny Foot & Ankle Ctr
LMH	Gaffar, Majida	MD	Surgery	Childrens Eye Care PC
LMH	Gaito, Raymond	MD	Surgery	ENT Assoc of SE CT
LMH	Galerieau, France	MD	OB-GYN	Yale Univ Maternal Fetal Med
LMH	Gaona, Rosalinda	MD	Medicine	SE CT Primary Care LLC
LMH	Garber, Suzanne	MD	Emergency Medicine	EMP of New London County
LMH	Gates, Peter	MD	Medicine	GP Family Care LLC
LMH	Gaudio, Jon	MD	Medicine	L+MMG Cardiology New London
LMH	Gautam, Vibha	MD	Medicine	Endocrin & Osteoporosis Ctr
LMH	Gelfand, Robert	MD	Medicine	IPC Hospitalists of NE
LMH	Geronimo, Mark Dennis	MD	Medicine	IPC Hospitalists of NE
LMH	Gesino, Jenine	PA-C	Surgery	L+MMG General Surgery
LMH	Ghoneim, Nada	MD	Pediatrics	L+M Hospital/Neonatology Dept
LMH	Gianfrocco, Robert	DO	Emergency Medicine	EMP of New London County
LMH	Giffault, George	DO	Medicine	IPC Hospitalists of NE
LMH	Ginsberg, Jay	MD	Medicine	SE CT Neph Assoc
LMH	Giordano, Frank	MD	Medicine	Yale Univ Cardiovascular Med
LMH	Giordano, Joan	MD	Medicine	
LMH	Girard, Elisa	MD	OB-GYN	Thameside OB/GYN Ctr
LMH	Giserman, Bernard	MD	Pediatrics	ProHealth Ped Assoc of NL
LMH	Glazer, Peter	MD	Medicine	Yale Univ Therapeutic Rad Dept
LMH	Glenn, Mary	MD	Pediatrics	Gold Star Pediatrics
LMH	Goldberg, Robert	MD	Medicine	Thompson Goldberg & Donka
LMH	Golden, David	MD	Medicine	Shoreline Family Practice



LMH	Golden, David	MD	Pediatrics	Shoreline Family Practice
LMH	Gonzalez, Rita	MD	Medicine	IPC Hospitalists of NE
LMH	Goodman, Margaret	MD	Radiology	Teleradiology Solutions
LMH	Gordon, Jeffrey	MD	Medicine	New London Cancer Ctr
LMH	Govil, Mithlesh	MD	Medicine	New London Cancer Ctr
LMH	Graham, Garth	MD	Medicine	IPC Hospitalists of NE
LMH	Gramlich, Curt	MD	Anesthesia	Anesthesia Assoc of NL
LMH	Granai, Cornelius	MD	OB-GYN	Women & Infants Hospital
LMH	Grann, Karin	APRN	Medicine	IPC Hospitalists of NE
LMH	Graves, Jay	MD	Medicine	L+MMG Primary Care Old Lyme
LMH	Graves, Kathryn	APRN	Medicine	IPC Hospitalists of NE
LMH	Green, Kevin	MD	Pathology	Pathology Consultants of NL
LMH	Green, Shay	APRN	Medicine	IPC Hospitalists of NE
LMH	Greenhouse, Sanford	MD	Medicine	GF Med Group
LMH	Greenwald, Alan	MD	Medicine	Digestive Disease Assoc PC
LMH	Greer, David	MD	Medicine	Yale-New Haven Telestroke
LMH	Grillo, Susan	APRN	Psychiatry	L+MMG Behavioral Health
LMH	Grossman, Katheryn	PA-C	Emergency Medicine	EMP of New London County
LMH	Hahn, Peter	MD	Medicine	Circulatory Centers of CT
LMH	Hahn-Schubert, Lora	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Haim, Lior	MD	Surgery	Shoreline Eye Group PC
LMH	Haldas, Jason	MD	Medicine	L+M Cancer Center
LMH	Hall, E Kevin	MD	Pediatrics	Yale Pediatric Cardiology
LMH	Halperin, Michael	MD	Surgery	Orthopedic Partners
LMH	Hansen, James	MD	Medicine	Yale Univ Therapeutic Rad Dept
LMH	Hardy, Jennifer	APRN	Medicine	Mystic Med Group
LMH	Haronian, Howard	MD	Medicine	Cardiology Specialists Ltd
LMH	Harris, Randall	DDS	Surgery	
LMH	Hartman, Daniel	MD	Emergency Medicine	EMP of New London County
LMH	Hatfield, Jennifer	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Haus, Mihkel	MD	Medicine	SE CT Neph Assoc
LMH	Headley, Annette	MD	Medicine	
LMH	Healy, James	MD	Medicine	Cardiology Assoc of Norwich
LMH	Hebert, Ryan	MD	Surgery	Yale Neurosurgery
LMH	Hellman, Richard	MD	Medicine	L+M Cancer Center

LMH	Henderson, Brooke	PA-C	Medicine	Coastal Digestive Diseases
LMH	Hennessey, John	MD	Medicine	GF Med Group
LMH	Henry, Glen	MD	Medicine	Yale Univ Cardiovascular Med
LMH	Hespeler, Luanne	PA-C	Medicine	L+M Cancer Center
LMH	Hesse, Katherine	MD	Emergency Medicine	EMP of New London County
LMH	Higgins, Susan	MD	Medicine	Yale Univ Therapeutic Rad Dept
LMH	Hobbie, Christopher	MD	Radiology	Teleradiology Solutions
LMH	Hochreiter, Daniela	MD	Pediatrics	L+M Hospital/Pediatric Hospitalists
LMH	Hodgson, Eric	MD	OB-GYN	SE CT Maternal Fetal Med Assoc
LMH	Holtzman, Phyllis	MD	Pediatrics	GF Pediatric Group
LMH	Hornby, John	MD	Surgery	Eye MD LLC
LMH	Hotsky-Cikatz, Patricia	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Hovagim, Lisa	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Husain, Zain	MD	Medicine	Yale Univ Therapeutic Rad Dept
LMH	Huta, Tara	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Hutchins, Christopher	MD	Surgery	Soundview Orthopaedic Assoc
LMH	Hwang, Anita	MD	Surgery	Cataract & Cornea Eye Spec
LMH	Hwang, David	MD	Medicine	Yale New Haven Telestroke
LMH	Hyppolite, Jenny	MD	Medicine	L+MMG Primary Care Groton
LMH	James, Edward	MD	Pediatrics	L+M Hospital/Neonatology Dept
LMH	Johnson, Steven	MD	Medicine	New London Family Practice
LMH	Johnson, Steven	MD	Pediatrics	New London Family Practice
LMH	Johnson, Vanessa	MD	Medicine	Eastern CT Hematology & Oncology Assoc
LMH	Johung, Kimberly	MD	Medicine	Yale Univ Therapeutic Rad Dept
LMH	Kadian, Sudhir	MD	Anesthesia	Anesthesia Assoc of NL
LMH	Kahle, Kristopher	MD	Surgery	Yale Medical Group
LMH	Kaiser, Raymond	PA-C	Medicine	IPC Hospitalists of NE
LMH	Kalyanpur, Arjun	MD	Radiology	Teleradiology Solutions
LMH	Kamath, Sanjay	MD	Radiology	Teleradiology Solutions
LMH	Kanowitz, Jane	MD	Medicine	L+M Cancer Center
LMH	Karinski, Debra	FNP	Pediatrics	L+M Hospital/Neonatology Dept
LMH	Karwiel, Adam	PA-C	Emergency Medicine	EMP of New London County
LMH	Kawa, John	PA-C	Emergency Medicine	EMP of New London County
LMH	Keiser, Amaris	MD	Pediatrics	L+M Hospital/Pediatric Hospitalists
LMH	Kelly, Barbara	MD	Pediatrics	L+M Hospital/Neonatology Dept

LMH	Kelly, Brian	MD	Surgery	Southern CT Vascular Ctr
LMH	Kelly, Christopher	MD	Surgery	Childrens Eye Care PC
LMH	Keltner, Robert	MD	Medicine	SE Pulmonary Assoc
LMH	Kemal, Mustapha	MD	Rehab Medicine	L+MMG Rehabilitation Medicine
LMH	Kereshi, Tibor	MD	Radiology	Ocean Radiology Assoc
LMH	Khalid, Saima	MD	Medicine	L+MMG Stonington
LMH	Khan, Amzad	MD	Medicine	Coastal Digestive Diseases
LMH	Khanna, Amit	MD	Medicine	L+MMG Sleep Medicine
LMH	Khanna, Ekta	MD	Pediatrics	ProHealth Ped Assoc of NL
LMH	Kierstein, Jeffrey	DPM	Surgery	Kierstein & DiFrancesca DPM PC
LMH	Kington, Randi	APRN	Medicine	L+MMG Joslin Diabetes Center
LMH	Klekotka, Suzanne	MD	Medicine	SE Pulmonary Assoc
LMH	Knowlton, Christin	MD	Medicine	Yale Univ Therapeutic Rad Dept
LMH	Kober, William	MD	Medicine	L+MMG Primary Care Stonington
LMH	Koelle, Kenneth	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Kohari, Katherine	MD	OB-GYN	Yale Univ Maternal Fetal Med
LMH	Krasner, Alan	MD	Medicine	L+MMG Joslin Diabetes Center NL
LMH	Krejci, Elise	MD	Pathology	Pathology Consultants of NL
LMH	Kronisch, Louis	PA-C	Surgery	L+MMG General Surgery
LMH	Kurey, Kimberly	APRN	Rehab Medicine	L+MMG Physiatry
LMH	Kwon, Soo Hyun	MD	Pediatrics	L+M Hospital/Neonatology Dept
LMH	LaChance, Jennifer	PA-C	Surgery	L+MMG General Surgery
LMH	Lake, AeuMuro	MD	OB-GYN	Shoreline OB/GYN PC
LMH	Lamberton, R	MD	Medicine	L+MMG Joslin Diabetes Center NL
LMH	Langer, Victoria	NNP	Pediatrics	L+M Hospital/Neonatology Dept
LMH	Lattanzi, Stephen	MD	Medicine	New London Cancer Ctr
LMH	Laurans, Maxwell	MD	Surgery	Yale Medical Group
LMH	Lavallee, Michael	DO	OB-GYN	Shoreline OB/GYN PC
LMH	Lawrence, David	DPM	Surgery	David & Debra Lawrence DPM
LMH	Lawrence, Debra	DPM	Surgery	David & Debra Lawrence DPM
LMH	Leach, Maureen	APRN	Rehab Medicine	L+MMG Physiatry
LMH	Lebovitz, Ruth	MD	Pediatrics	ProHealth Ped Assoc of NL
LMH	Lee, John	MD	Surgery	New England Plastic Surgery
LMH	Lehrach, Christopher	MD	Emergency Medicine	EMP of New London County
LMH	Levin, Robert	MD	Medicine	

LMH	Levine, Jonathan	MD	OB-GYN	Shoreline OB/GYN PC
LMH	Levy, Susan	MD	Pediatrics	Child Neurology Assoc LLP
LMH	Li, Ting	MD	Medicine	Yale Cardiovascular Assoc of Norwich
LMH	Licare, Lisa	DO	OB-GYN	L+MMG Obstetrics & Gynecology
LMH	Licata, Paul	DO	Medicine	Gold Coast Pulmonary & Sleep
LMH	Lin Monte, Melissa	DO	Emergency Medicine	EMP of New London County
LMH	Lin, Foong-Yi	MD	Pediatrics	GF Pediatric Group
LMH	Lincer, Robert	MD	Surgery	L+MMG General Surgery NL
LMH	Lipkind, Heather	MD	OB-GYN	Yale Univ Maternal Fetal Med
LMH	Lodato, Nicholas	MD	Anesthesia	Anesthesia Assoc of NL
LMH	Lombo-Lievano, Bernardo	MD	Medicine	L+MMG Cardiology Waterford
LMH	Long, T Scott	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Loomis, Caitlin	MD	Medicine	Yale-New Haven Telestroke
LMH	Lopez, Maria	MD	Pediatrics	Flanders Pediatrics LLC
LMH	Loranger Cashman, Marcelle	PA-C	Surgery	L+MMG General Surgery
LMH	Lovin, Jennifer	MD	Pediatrics	GF Pediatric Group
LMH	Lozano, Alan	PA-C	Emergency Medicine	EMP of New London County
LMH	Lu, Steven	MD	Medicine	IPC Hospitalists of NE
LMH	Lunn, James	PA-C	Surgery	L+MMG General Surgery
LMH	Luther, Katherine	APRN	Medicine	IPC Hospitalists of NE
LMH	Ma, Harry	MD	Surgery	Southern CT Vascular Ctr
LMH	Ma, Shuaike	MD	Medicine	SE CT Neph Assoc
LMH	Mackenzie, Bonnie	MD	Emergency Medicine	EMP of New London County
LMH	Magnuson, Katherine	MD	Pediatrics	L+M Hospital/Pediatric Hospitalists
LMH	Magriples, Urania	MD	OB-GYN	Yale Univ Maternal Fetal Med
LMH	Maheshwari, Ashok	MD	Emergency Medicine	EMP of New London County
LMH	Main, Roy	MD	Medicine	IPC Hospitalists of NE
LMH	Maletz, Frank	MD	Surgery	Crossroads Orthopaedics
LMH	Malik, Sajda	MD	Pediatrics	East Lyme Pediatric Clinic
LMH	Manning, Thomas	MD	Radiology	Ocean Radiology Assoc
LMH	Manthous, Constantine	MD	Medicine	Thompson Goldberg & Donka
LMH	Marshall, Sonya	DPM	Surgery	Shoreline Foot & Ankle Ctr
LMH	Martin, Victor	MD	Medicine	IPC Hospitalists of NE
LMH	Mathews, Cara	MD	OB-GYN	Women & Infants Hospital
LMH	Matouk, Charles	MD	Surgery	Yale Medical Group

LMH	Mattke, Angela	MD	Emergency Medicine	EMP of New London County
LMH	Mayeda, Francis	MD	OB-GYN	Shoreline OB/GYN PC
LMH	Mayorga, Oliver	MD	Emergency Medicine	EMP of New London County
LMH	Mazzarelli, Louis	MD	Radiology	Ocean Radiology Assoc
LMH	McAteer, Allison	MD	Surgery	L+MMG Surgery Westerly
LMH	McCalla, Carlo	MD	Medicine	L+M Infectious Disease & Travel Med
LMH	McCarthy, Madeline	MD	Emergency Medicine	EMP of New London County
LMH	McCormick, Rachel	MD	Medicine	IPC Hospitalists of NE
LMH	McCullough, T Casey	DO	Surgery	Backus Physician Services
LMH	McDermott, Catherine	DO	Pediatrics	L+M Hospital/Neonatology Dept
LMH	McDermott, Edward	MD	Medicine	
LMH	McKnight, Craig	MD	OB-GYN	Craig McKnight MD PhD LLC
LMH	McLean, Christina	MD	Medicine	Primary Care for Women
LMH	McManus, Jessie	APRN	Medicine	S Kris Verma MD
LMH	McPherson, Toby	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Mejza, Bridget	APRN	Rehab Medicine	L+M Wound Care Clinic
LMH	Melchreit, Anna-Marie	MD	Pediatrics	Gold Star Pediatrics
LMH	Mena-Hurtado, Carlos	MD	Medicine	L+MMG Cardiology New London
LMH	Mendelovicz, Naomi	MD	Psychiatry	L+MMG Behavioral Health
LMH	Mercurio, Mark	MD	Pediatrics	L+M Hospital/Neonatology Dept
LMH	Miano, Alexander	MD	Psychiatry	L+MMG Behavioral Health
LMH	Miett, Thomas	MD	Anesthesia	Anesthesia Assoc of NL
LMH	Miller, Debra	MD	Medicine	
LMH	Miller, Jeffrey	DO	Surgery	Shaws Cove Orthopaedics LLC
LMH	Milstein, Peter	MD	Medicine	L+MMG Cardiology New London
LMH	Mirecki, Francis	MD	Medicine	L+MMG Cardiology Waterford
LMH	Mitchell, Paul	MD	Surgery	Childrens Eye Care PC
LMH	Mlynarski, F	MD	Surgery	ENT Assoc of SE CT
LMH	Moalli, Daniel	MD	Medicine	L+M Neurodiagnostic Lab
LMH	Monroe, John	MD	Medicine	Community Health Ctr
LMH	Moran, Meena	MD	Medicine	Yale Univ Therapeutic Rad Dept
LMH	Morgan, Peter	MD	Psychiatry	L+MMG Behavioral Health
LMH	Moro-de-Casillas, Maria	MD	Medicine	L+MMG Neurology
LMH	Muftah, Loay	MD	Radiology	Teleradiology Solutions
LMH	Muhs, Bart	MD	Surgery	Southern CT Vascular Ctr

LMH	Murphy-Fiengo, Mary	DO	Medicine	GF Med Group
LMH	Murray, Lynette	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Muscato, Nicole	MD	Pathology	Pathology Consultants of NL
LMH	Nath, Sameer	MD	Medicine	Yale Univ Therapeutic Rad Dept
LMH	Navaratnam, Dhasakumar	MD	Medicine	Yale-New Haven Telestroke
LMH	Negulescu, Mihaela	MD	Medicine	SE CT Neph Assoc
LMH	Nelligan, Elizabeth	MD	Medicine	L+MMG Primary Care Old Lyme
LMH	Nelson, John	MD	Medicine	IPC Hospitalists of NE
LMH	Netravali, Mahesh	MD	Medicine	Shoreline Allergy & Asthma
LMH	Netravali, Mahesh	MD	Pediatrics	Shoreline Allergy & Asthma
LMH	Neuman, Saul	MD	Medicine	SE CT Med Assoc
LMH	Newton, Benjamin	MD	Medicine	L+M Cancer Center
LMH	Nichols, Katherine	APRN	Psychiatry	L+MMG Behavioral Health
LMH	Nickerson, Heather	PA-C	Surgery	L+MMG General Surgery
LMH	Nicolosi, Paul	PA-C	Emergency Medicine	EMP of New London County
LMH	Niedelman, Adam	MD	Medicine	Cardiology Assoc of Norwich
LMH	Niles, Michael	MD	Radiology	Ocean Radiology Assoc
LMH	Nipper, Karen	MD	Surgery	Shoreline Eye Group PC
LMH	Noonan, Joseph	MD	Surgery	Crossroads Orthopaedics
LMH	Nordness, Robert	MD	Emergency Medicine	EMP of New London County
LMH	Nordness, Robert	MD	Medicine	L+M Occupational Health @ PHC
LMH	Nordness, Robert	MD	Rehab Medicine	L+M Wound Care Clinic
LMH	O'Connell, Sarah	MD	Radiology	Ocean Radiology Assoc
LMH	O'Donnell, Sophia	MD	Emergency Medicine	EMP of New London County
LMH	O'Keefe, Joseph	MD	Rehab Medicine	L+MMG Physiatry
LMH	Olivier, Stephanie	PA-C	OB-GYN	Thameside OB/GYN Ctr
LMH	Olszewski, Mariusz	MD	Radiology	Teleradiology Solutions
LMH	Ouellette, George	MD	Medicine	Coastal Digestive Diseases
LMH	Paidas, Michael	MD	OB-GYN	Yale Univ Maternal Fetal Med
LMH	Palazzo, Regina	MD	Pediatrics	Nutmeg Pediatric Pulmonary Svcs
LMH	Palker, Neil	MD	Medicine	L+MMG Niantic
LMH	Pandit, Meenakshi	MD	Radiology	Teleradiology Solutions
LMH	Paonessa, Kenneth	MD	Surgery	Orthopedic Partners
LMH	Parad, Adrienne	MD	Medicine	L+MMG Primary Care Mystic
LMH	Parad, Andrew	MD	Medicine	Shoreline Family Practice



LMH	Parad, Andrew	MD	Pediatrics	Shoreline Family Practice
LMH	Parekh, Anisha	MD	Medicine	Primary Care for Women
LMH	Parico, Lia	DDS	Surgery	Childrens Dental Assoc of NL
LMH	Parker, Prior	MD	Surgery	Thames Eye Group
LMH	Patel, Abhijit	MD	Medicine	Yale Univ Therapeutic Rad Dept
LMH	Patel, Nimesh	DO	Medicine	L+MMG Primary Care Groton
LMH	Pathy, Vinod	MD	Surgery	Northeast Plastic Surgery
LMH	Patterson, Bruce	DMD	Surgery	Waterford Dental Health
LMH	Pennington, Norman	MD	Radiology	Teleradiology Solutions
LMH	Peraino, Robert	MD	Medicine	IPC Hospitalists of NE
LMH	Perry, Robert	MD	Medicine	L+MMG Primary Care New London
LMH	Perry, Warren	MD	Emergency Medicine	EMP of New London County
LMH	Peter, Thomas	MD	Medicine	SE CT Neph Assoc
LMH	Peterec, Steven	MD	Pediatrics	Yale School of Medicine/ Dept of Pediatrics
LMH	Peters, Joseph	MD	Rehab Medicine	L+MMG Physiatry
LMH	Petersen, Nils	MD	Medicine	Yale-New Haven Telestroke
LMH	Pettker, Christian	MD	OB-GYN	Yale Univ Maternal Fetal Med
LMH	Pfau, Steven	MD	Medicine	Yale Univ Cardiovascular Med
LMH	Phillips, Harold	MD	Medicine	IPC Hospitalists of NE
LMH	Phillips, Kimberly	MD	Medicine	Phillips Integrative Health
LMH	Pierce, Richard	MD	Pediatrics	L+M Hospital/Pediatric Hospitalists
LMH	Piposar, Jonathan	MD	Surgery	Orthopedic Partners
LMH	Pollock, Dennis	MD	Medicine	L+M Occupational Health @ PHC
LMH	Popkin, Valerie	MD	Medicine	L+MMG Cardiology Waterford
LMH	Posner, Melissa	MD	Pediatrics	L+M Hospital/Pediatric Hospitalists
LMH	Powers, Evelyn	PA-C	Emergency Medicine	EMP of New London County
LMH	Provoncha, Danielle	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Puttagunta, Sailaja	MD	Medicine	L+M Infectious Disease & Travel Med
LMH	Pyle, Alaina	MD	Pediatrics	L+M Hospital/Pediatric Hospitalists
LMH	Quevedo, Stephen	MD	Medicine	L+MMG Joslin Diabetes Center NL
LMH	Quinn, Anthony	MD	Surgery	Thames Urology Ctr
LMH	Racek, Christina	MD	OB-GYN	Thameside OB/GYN Ctr
LMH	Radin, Laurence	MD	Medicine	Neurological Group PC
LMH	Rajkumar, Michael	MD	Medicine	L+M Infectious Disease Dept
LMH	Rajput, Kanishka	MD	Anesthesia	Anesthesia Assoc of NL

LMH	Ramos, Valmarie	MD	Medicine	New London Cancer Ctr
LMH	Rana, Mohammad	MD	Medicine	IPC Hospitalists of NE
LMH	Rasool, Altaf	MD	Medicine	SE CT Neph Assoc
LMH	Rau, Laura	MD	Emergency Medicine	EMP of New London County
LMH	Reardon, Claire	MD	Medicine	IPC Hospitalists of NE
LMH	Reed, Jeanne	PA-C	Medicine	L+M Occupational Health @ PHC
LMH	Regan, Christopher	MD	Medicine	Yale Univ Cardiovascular Med
LMH	Reisfeld, David	MD	Surgery	L+MMG General Surgery NL
LMH	Remetz, Michael	MD	Medicine	Yale Univ Cardiovascular Med
LMH	Reyes, Karen	APRN	Medicine	IPC Hospitalists of NE
LMH	Reyes, Victoria	MD	Pathology	Pathology Consultants of NL
LMH	Reznik, Heather	PA-C	Surgery	L+MMG Surgery Westerly
LMH	Robbins, Sheldon	MD	Radiology	Ocean Radiology Assoc
LMH	Roberts, Kenneth	MD	Medicine	Yale Univ Therapeutic Rad Dept
LMH	Romania, Anthony	MD	Surgery	Romania Eye Center
LMH	Roque, Dario	MD	OB-GYN	Women & Infants Hospital
LMH	Rosenthal, Mark	MD	Pediatrics	GF Pediatric Group
LMH	Roy, Karen	APRN	Medicine	IPC Hospitalists of NE
LMH	Ruffa, Geraldine	MD	Medicine	L+M Occupational Health @ PHC
LMH	Rufo, Janet	NMW	OB-GYN	L+MMG Obstetrics & Gynecology
LMH	Ryan, John	MD	Surgery	Famiglietti Eye Assoc
LMH	Rydell, Margret	MD	Medicine	New London Family Practice
LMH	Rydell, Margret	MD	Pediatrics	New London Family Practice
LMH	Saccoccio, Dustin	PA-C	Emergency Medicine	EMP of New London County
LMH	Sajjad, Sepehr	MD	Surgery	Connecticut Hand Center
LMH	Sala, Christopher	MD	Emergency Medicine	EMP of New London County
LMH	Salek, Allyson	MD	Pediatrics	ProHealth Ped Assoc of NL
LMH	Salkin, Jeffrey	MD	Surgery	Crossroads Orthopaedics
LMH	Sanfilippo, Ross	DMD	Surgery	Soundview Oral & Maxillofacial
LMH	Sansing, Lauren	MD	Medicine	Yale-New Haven Telestroke
LMH	Santoro, Fred	MD	Pediatrics	
LMH	Sapozhnikov, Eugene	MD	Medicine	Coastal Digestive Diseases
LMH	Scarles, James	MD	Medicine	Mystic Med Group
LMH	Schell, Elizabeth	PA-C	Emergency Medicine	EMP of New London County
LMH	Schindler, Joseph	MD	Medicine	Yale-New Haven Telestroke

LMH	Schneider, Kathryn	APRN	Medicine	L+M Infectious Disease & Travel Med
LMH	Schnepf, Brittany	PA-C	Surgery	L+MMG General Surgery
LMH	Schoenberger, Steven	MD	Surgery	Thames Urology Ctr
LMH	Schrempf, Michael	MD	OB-GYN	Thameside OB/GYN Ctr
LMH	Scoggins, Misty	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Scopetta, Daniel	MD	Surgery	L+MMG General Surgery NL
LMH	Sedore, Stanley	MD	Pediatrics	Yale Pediatric Cardiology
LMH	Seidell, Dianne	APRN	Medicine	IPC Hospitalists of NE
LMH	Seltzer, Jeffrey	MD	Medicine	Cardiology Assoc of Norwich
LMH	Sena, Thomas	MD	Surgery	
LMH	Setaro, John	MD	Medicine	Yale Univ Cardiovascular Med
LMH	Sfakianaki, Anna	MD	OB-GYN	Yale Univ Maternal Fetal Med
LMH	Shaver, Randy	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Sheth, Kevin	MD	Medicine	Yale New-Haven Telestroke
LMH	Shichman, Steven	MD	Surgery	Hartford HealthCare Urology
LMH	Shute, Marlene	MD	Medicine	L+MMG Primary Care New London
LMH	Siew, Lawrence	MD	Emergency Medicine	EMP of New London County
LMH	Sikand, Vijay	MD	Medicine	
LMH	Silasi, Michelle	MD	OB-GYN	Yale Univ Maternal Fetal Med
LMH	Simpson, Jeffrey	MD	OB-GYN	
LMH	Singh, Deepika	MD	Emergency Medicine	EMP of New London County
LMH	Sitko, Ira	MD	Radiology	Ocean Radiology Assoc
LMH	Slater, Alexander	MD	Anesthesia	Anesthesia Assoc of NL
LMH	Sloan, Stephanie	APRN	Psychiatry	L+MMG Behavioral Health
LMH	Solitare, Gilbert	MD	Pathology	St Barnabas Med Ctr
LMH	Somers, Mark	MD	Medicine	L+MMG Cardiology Waterford
LMH	Sorrentino, John	MD	Radiology	Ocean Radiology Assoc
LMH	Spitz, Robert	MD	OB-GYN	Montauk GYN
LMH	Spreccace, George	MD	Medicine	Allergy Assoc of NL
LMH	Stallard, John	MD	Emergency Medicine	EMP of New London County
LMH	Stanat, Christy	MD	Surgery	L+MMG General Surgery NL
LMH	Stebbins, Stefanie	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Steiner, Brian	MD	Emergency Medicine	EMP of New London County
LMH	Steiner, Laura	PA-C	Emergency Medicine	EMP of New London County
LMH	Stevens, Anna	MD	Emergency Medicine	EMP of New London County

LMH	Stuckey, Ashley	MD	OB-GYN	Women & Infants Hospital
LMH	Sullivan, James	MD	Medicine	Mystic Med Group
LMH	Sumpio, Bauer	MD	Surgery	Yale Medical Group
LMH	Sun, Wenting	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Sutherland, Jennifer	MD	Medicine	L+MMG Primary Care Old Lyme
LMH	Szutowska, Magdalena	MD	OB-GYN	Shoreline OB-GYN PC
LMH	Talavera-Briggs, Amarilis	MD	Psychiatry	L+MMG Behavioral Health
LMH	Terranova, George	MD	Emergency Medicine	EMP of New London County
LMH	Thompson, Christopher	PA-C	Surgery	Orthopedic Partners
LMH	Thompson, David	MD	Medicine	Thompson Goldberg & Donka
LMH	Thoms, R Justin	MD	Surgery	Orthopedic Partners
LMH	Tinklepaugh, David	MD	Medicine	Neurology Associates
LMH	Toole, Wendy	MD	Emergency Medicine	EMP of New London County
LMH	Toplosky, Agnes Maria	APRN	Medicine	IPC Hospitalists of NE
LMH	Torres, Kevin	DO	Emergency Medicine	L+MMG Primary Care Waterford
LMH	Tschetter, Kimberly	PA-C	Anesthesia	Anesthesia Assoc of NL
LMH	Tucker, Cynthia	MD	Emergency Medicine	EMP of New London County
LMH	Ucanda, Martin	MD	Medicine	L+MMG Infectious Disease & Travel Med
LMH	Uguccione, Krystin	APRN	Medicine	IPC Hospitalists of NE
LMH	Urbanetti, John	MD	Medicine	SE Pulmonary Assoc
LMH	Ureles, Steven	DMD	Surgery	Childrens Dental Assoc of NL
LMH	Vachhani, Jitesh	MD	Medicine	L+MMG Primary Care Niantic
LMH	Velankar, Pradnya	MD	Medicine	L+MMG Cardiology Waterford
LMH	Ventulett, Robert	PA-C	Medicine	IPC Hospitalists of NE
LMH	Verma, Shri	MD	Medicine	
LMH	Vitello, Sarah	DO	Emergency Medicine	EMP of New London County
LMH	Wable, Sumathi	MD	Radiology	Teleradiology Solutions
LMH	Waggoner, Daniel	MD	Medicine	Shoreline Allergy & Asthma
LMH	Waggoner, Daniel	MD	Pediatrics	Shoreline Allergy & Asthma
LMH	Wagner, Joseph	MD	Surgery	Hartford HealthCare Urology
LMH	Walcott, Charles	DO	Rehab Medicine	L+M Wound Care Clinic
LMH	Walcott, Charles	DO	Medicine	L+MMG Niantic
LMH	Walden, Peter	MD	Surgery	Childrens Eye Care PC
LMH	Walker, David	MD	Medicine	Middlesex Hosp Primary Care Westbrook
LMH	Walsh, Christina	MD	Pediatrics	L+M Hospital/Pediatric Hospitalists

LMH	Watson, Edward	MD	OB-GYN	L+MMG OB-GYN NL
LMH	Watson, Michelle	MD	Pediatrics	GF Pediatric Group
LMH	Watts-St Germain, Megan	APRN	Psychiatry	L+MMG Behavioral Health
LMH	Webster, Benjamin	CRNA	Anesthesia	Anesthesia Assoc of NL
LMH	Weeks, Bevin	MD	Pediatrics	Yale Pediatric Cardiology
LMH	Wei, Steven	MD	Surgery	Orthopedic Partners
LMH	Weiss, Mark	MD	Radiology	Teleradiology Solutions
LMH	Welch, Arthur	PA-C	Surgery	L+MMG Neurosurgery
LMH	Wesolek, John	MD	Surgery	Chelsea Surgical Care
LMH	West, John	MD	Medicine	Seaport Dermatology
LMH	Whelan, Mae	MD	Medicine	L+MMG Joslin Diabetes Center
LMH	Whitney, Rachel	MD	Emergency Medicine	EMP of New London County
LMH	Williams, Brian	MD	Medicine	L+MMG Primary Care Mystic
LMH	Williams, Gina	MD	Medicine	L+MMG Primary Care Mystic
LMH	Willis, Dean	MD	Surgery	L+MMG General Surgery NL
LMH	Wilner, Andrew	MD	Medicine	IPC Hospitalists of NE
LMH	Wilson, Lynn	MD	Medicine	Yale Univ Therapeutic Rad Dept
LMH	Witt, Wendy	MD	Emergency Medicine	L+M Emergency Dept
LMH	Wolf, Eric	MD	Medicine	
LMH	Wolff, Mirela	MD	Medicine	IPC Hospitalists of NE
LMH	Wu, Chadwick	MD	Surgery	Connecticut Hand Center
LMH	Yoselevsky, Melvin	MD	Medicine	
LMH	Young, Melissa	MD	Medicine	Yale Univ Therapeutic Rad Dept
LMH	Younger, Angela	APRN	Medicine	L+MMG Joslin Diabetes Center Stonington
LMH	Yu, James	MD	Medicine	Yale Univ Therapeutic Rad Dept
LMH	Zeevi, Neer	MD	Medicine	IPC Hospitalists of NE
LMH	Zito, Julie	MD	Medicine	New London Cancer Ctr
WH	A Rita, Peter Faherty	MD	Medicine	Rhode Island Cardiovascular
WH	Adam, Karwiel	PA-C	Emergency Services	EMP
WH	Adam, Niedelman	MD	Medicine	IPC Hospitalists of New England
WH	Adrian, Hamburger	MD	Anesthesia	L+MMG
WH	Adriene, Miller	DO	Medicine	IPC Hospitalists
WH	Andrew, Neuhauser	MD	Surgery	
WH	Angela, Mattke	MD	Emergency Services	EMP
WH	Anica, Antic	MD	Pathology	Pathology Consultants of New London

WH	Anjali, Agrawal	MD	Radiology	Teleradiology Solutions
WH	Anne, Garvey	MD	Medicine	Westerly Pediatrics
WH	Annette, Headley	MD	Medicine	
WH	Anthony, Quinn	MD	Surgery	Hartford Healthcare Urology Group
WH	Arjun, Kalyanpur	MD	Radiology	Teleradiology Solutions
WH	Ashley, Stuckey	MD	Surgery	Women and Infants Hospital of RI
WH	Asim, Ejaz	MD	Pathology	Pathology Consultants of New London
WH	Barbara, Muir	PA-C	Surgery	L+M Medical Group Westerly
WH	Bartel, Crisafi	MD	Medicine	Ocean State Urgent Care of Westerly
WH	Bernard , Marzilli	DO	Medicine	
WH	Bradford, Lavigne	MD	Medicine	Gastroenterology Specialists Inc
WH	Brandi, Iovino	DO	Medicine	L+M Medical Group Stonington
WH	Brandon, Luk	MD	Medicine	Lawrence and Memorial Medical Group - Westerly
WH	Bridget, Mejza	RNP	Surgery	Wound Clinic/L+M Westerly Hospital
WH	Carl, Aschkenasi	MD	Radiology	Teleradiology Solutions
WH	Carlos, Mena Hurtado	MD	Medicine	Yale New Haven Health System
WH	Catherine, Benoit	RNP	Medicine	Gastroenterology and Digestive Wellness
WH	Christopher, Campagnari	MD	Medicine	Wood River Health Services
WH	Christopher, D Arcy	MD	Medicine	Coastal Rheumatology
WH	Christopher, DeSantis	MD	Anesthesia	Anesthesia Associates
WH	Christopher, Hutchins	MD	Surgery	Soundview Orthopaedic Assoc LLP
WH	Christopher, Jalbert	MD	Medicine	IPC Hospitalists of Westerly
WH	Christopher, Lehrach	MD	Emergency Services	EMP
WH	Colleen, Planchon	RNP	Medicine	IPC Hospitalists of New England
WH	Cornelius, Granai	MD	Surgery	Womens Oncology
WH	Curt, Gramlich	MD	Anesthesia	Anesthesia Associates
WH	Daniel, Diffin	MD	Radiology	Westerly Radiology Assoc Inc
WH	Daniel, Gaccione	MD	Surgery	Soundview Orthopaedic Assoc. LLP
WH	Dante, Gulino	MD DDS	Surgery	
WH	Darlene, Gabeau	MD	Radiology	South County Radiation Therapy
WH	David , Rivera	MD	Surgery	Vision Care Associates
WH	David, Barrall	MD	Surgery	Hand Surgery Specialists
WH	David, Burchenal	MD	Medicine	
WH	David, Cameron	MD	Surgery	ENT Associates Of Westerly Ltd
WH	David, Donaldson	MD	Medicine	Rhode Island Cardiovascular



WH	David, Lawrence	DPM	Surgery	David & Debra Lawrence DPM
WH	David, Schwindt	MD	Medicine	
WH	David, Shlaes	MD	Medicine	
WH	David, Wright	MD	Emergency Services	EMP
WH	Debra, Lawrence	DPM	Surgery	David & Debra Lawrence DPM
WH	Deepika, Singh	MD	Emergency Services	EMP
WH	Diandra, Fallone	PA-C	Emergency Services	EMP of Washington County
WH	Diane, Paggioli	DO	Medicine	South County Medical Group - Hematology/Oncology
WH	Donald, Felitto	MD	Medicine	IPC Hospitalists of New England
WH	Doron, Ber	MD	Medicine	Shoreline AllergY Asthma Assocs
WH	Elise, Krejci	MD	Pathology	Pathology Consultants of New London
WH	Elsburgh, Clarke	MD	Emergency Services	EMP
WH	Emilio, S Belaval	MD	Emergency Services	EMP
WH	Erik, Enquist	MD	Surgery	Champion Urology
WH	Evelyn, Powers	PA-C	Emergency Services	EMP
WH	Francis, Mayeda	MD	Surgery	Shoreline Obstetrics Gynecology
WH	Frank, Toole III	PA-C	Surgery	Ninigret Orthopedics Inc
WH	Franklin, Leddy	MD	Surgery	Champion Urology
WH	Frederick, Jaccarino	MD	Emergency Services	EMP
WH	George, Bourganos	MD	Medicine	Rhode Island Cardiovascular
WH	George, Giffault	DO	Medicine	IPC Hospitalists of New England
WH	Geraldine, Ruffa	MD	Medicine	Department of Employee Health
WH	H Anthony, Carter	MD	Medicine	L+MMG
WH	Harold, Phillips	MD	Medicine	IPC Hospitalists of New England
WH	Heather, Reznik	PA-C	Surgery	L+MMG
WH	Henry, Amdur	MD	Surgery	Womens Health of Westerly
WH	Howard, Haronian	MD	Medicine	Cardiology Specialists Ltd
WH	Ingrid, Feder	MD	Medicine	IPC Hospitalists of New England
WH	Insu, Kong	MD	Surgery	
WH	James , Smythe	MD	Medicine	South County Medical Group Hematology/Oncology
WH	James , Stuart	DO	Medicine	James G. Stuart, DO LLC
WH	James, Sullivan	MD	Medicine	IPC Hospitalists of New England
WH	Janet, Fetherston	CRNA	Anesthesia	Anesthesia Associates
WH	Jay, Colby	MD	Radiology	Westerly Radiology Assoc Inc.
WH	Jeanne, Ansel	PA-C	Emergency Services	EMP

WH	Jeffrey, Christian	MD	Surgery	L+M Medical Group Westerly
WH	Jeffrey, Feldman	MD	Surgery	ENT Associates of Westerly Ltd
WH	Jenine, Gesino	PA-C	Surgery	
WH	Jennifer, Davey	PA-C	Medicine	Department of Employee Health
WH	Joanna, Lannie	PA-C	Medicine	IPC Hospitalists of New England
WH	Job, Sandoval	MD	Medicine	
WH	John, Beauchamp	MD	Medicine	Seaside Internal Medicine
WH	John, Bergeron	MD	Medicine	Wood River Health Services
WH	John, West	MD	Medicine	Seaport Dermatology
WH	Jon, Scheiber	MD	Medicine	Cardiology Specialists Ltd
WH	Jon, Solis	MD	Medicine	Westerly Dermatology Center
WH	Joseph, Benedict	MD	Pathology	Pathology Consultants of New London
WH	Joseph, Dotolo	MD	Medicine	
WH	Joseph, Giancaspro	MD	Medicine	Ocean State Urgent Care of Westerly
WH	Joseph, Romanello	MD	Medicine	Shoreline Nephrology Associates
WH	Juan, DelPrado	PA-C	Surgery	L+MMG
WH	Kacia, Yazbak Toussaint	PA-C	Emergency Services	EMP
WH	Karen, Castaldo	DO	Anesthesia	Anesthesia Associates
WH	Keith, Hilliker	MD	Emergency Services	EMP
WH	Kelly, Burns	PA-C	Emergency Services	EMP
WH	Kenneth, Donovan	MD	Medicine	IPC Hospitalists of Westerly
WH	Kevin, Green	MD	Pathology	Pathology Consultants of New London
WH	Kevin, Torres	DO	Emergency Services	EMP
WH	L Anthony, Cirillo	MD	Emergency Services	EMP
WH	Laryl, Riley	RNP	Medicine	LMMG
WH	Laura, Rau	MD	Emergency Services	EMP
WH	Leon, Goldstein	MD	Surgery	Coastal Plastic Surgery Center
WH	Lisa, Licare	DO	Surgery	Lawrence and Memorial Medical Group - OB/GYN
WH	Lisa, Menard Manlove	MD	Medicine	Wood River Health Services
WH	Louis, Iovino	DO	Medicine	L+M Medical Group Stonington
WH	M Daniella, Duke	MD	Medicine	Coastal Dermatology
WH	Manohar, Aribandi	MD	Radiology	Teleradiology Solutions
WH	Marcelle, Loranger Cashman	PA-C	Surgery	L+MMG
WH	Margaret, Goodman	MD	Radiology	Teleradiology Solutions
WH	Margaret, Mueller	MD	Emergency Services	EMP

WH	Mark, Geronimo	MD	Medicine	IPC Hospitalists of New England
WH	Mark, Mancini	MD	Medicine	Shoreline Nephrology Associates
WH	Marshall, Carpenter	MD	Surgery	New Beginnings
WH	Matthew, Fox	MD	Radiology	Teleradiology Solutions
WH	Meenakshi, Pandit	MD	Radiology	Teleradiology Solutions
WH	Melissa, Lin Monte	DO	Emergency Services	EMP
WH	Michael, Betler	DO	Surgery	L+M Medical Group Westerly
WH	Michael, Deren	MD	Surgery	Backus Wound Care
WH	Michael, Harwood	MD	Medicine	L+MMG
WH	Michael, Niles	MD	Radiology	Westerly Radiology Assoc Inc
WH	Molly, Fox	PA-C	Emergency Services	EMP
WH	Myriam, DeBaets	MD	Medicine	IPC Hospitalists
WH	N Christopher, Kelley	MD	Medicine	Rhode Island Cardiovascular
WH	Nabila, Mazumder	MD	Medicine	IPC Hospitalists of Westerly
WH	Naomi, Mendelovicz	MD	Medicine	
WH	Niall, Duhig	MD	Medicine	
WH	Nicole, Muscato	MD	Pathology	Pathology Consultants of New London
WH	Norman, Pennington	MD	Radiology	Teleradiology Solutions
WH	Oliver, Mayorga	MD	Emergency Services	EMP
WH	Pamela, Connors	MD	Medicine	Gastroenterology and Digestive Wellness
WH	Patricia, Cervera	RNP	Medicine	IPC Hospitalists of New England
WH	Patricia, Krause	RNP	Medicine	Department of Employee Health
WH	Paul, Bourguignon	MD	Surgery	L+M Medical Group Westerly
WH	Paul, Casinelli	MD	Anesthesia	Anesthesia Associates of Westerly
WH	Paul, Licata	DO	Medicine	IPC Hospitalists of New England
WH	Peter, Bolton	MD	Medicine	Ocean State Urgent Care of Westerly
WH	Peter, Shorter	MD	Medicine	Shoreline Nephrology Associates
WH	Philo, Willetts	MD	Surgery	
WH	Prabhakar, Tipirneni	MD	Surgery	Prabhakar R. Tipirneni, MD, Inc
WH	Rachel, Ketter	PA-C	Emergency Services	EMP
WH	Rachel, McCormick	MD	Medicine	IPC Hospitalists of New England
WH	Rebecca, Vanasse	MD	Medicine	Oncology Hematology Associates
WH	Rita, Gonzalez	MD	Medicine	IPC Hospitalists of Westerly
WH	Robert, Fox	MD	Medicine	
WH	Robert, Harrison	MD	Surgery	

WH	Robert, Legare	MD	Medicine	Oncology Hematology Associates
WH	Robert, Nordness	MD	Emergency Services	EMP
WH	Robert, Peraino	MD	Medicine	IPC Hospitalists of New England
WH	Robert, Ventulett	PA-C	Medicine	IPC Hospitalists of New England
WH	Rocco, Andreozzi	DO	Medicine	Ocean State Urgent Care of Westerly
WH	Roy, Main	MD	Medicine	IPC Hospitalists of New England
WH	Russell, Lenihan	PA	Surgery	L+M Medical Group Westerly
WH	Russell, Stokes	MD	Medicine	We Luv Kids
WH	Samuel, Montalto	OD	Surgery	Coastal Eye Associates
WH	Sanjay, Kamath	MD	Radiology	Teleradiology Solutions
WH	Sepehr, Sajjad	MD	Surgery	Connecticut Hand Center
WH	Shereene, Brown	MD	Surgery	L+M Medical Group Westerly
WH	Simon, Knopf	MD JD	Emergency Services	EMP
WH	Sophia, O Donnell	MD	Emergency Services	EMP
WH	Stefana, Pecher	MD	Medicine	
WH	Stephen, Eagles	MD	Radiology	Teleradiology Solutions
WH	Stephen, Gross	MD	Surgery	
WH	Stephen, Kutz	MD	Medicine	Cardiology Specialists, Ltd
WH	Stephen, Phelan	MD	Medicine	L+M Medical Group Westerly
WH	Steven, Wetzner	MD	Radiology	
WH	Steven, Yolen	MD	Medicine	Gastroenterology Specialists Inc
WH	Susan, Collemer	MD	Emergency Services	EMP
WH	Susan, Stuart	DO	Medicine	The Westerly Medical Center
WH	Tara, Whelan	DO	Medicine	L+MMG
WH	Taryn, Fabian	PA-C	Surgery	L+MMG
WH	Thomas, Lanna	MD	Medicine	Rhode Island Cardiovascular
WH	Timothy, Olson	MD	Anesthesia	
WH	Timothy, Shafman	MD	Radiology	South County Radiation Therapy
WH	Victoria, Reyes	MD	Pathology	Pathology Consultants of New London
WH	Vincent, MacAndrew	MD	Surgery	L+MMG
WH	Vincent, Montemarano	MD	Surgery	
WH	Wendy, Silversmith	MD	Medicine	
WH	Wendy, Witt	MD	Emergency Services	EMP
WH	William , Conlin	MD	Emergency Services	
WH	William, Ware	MD	Surgery	Mystic Medical Center

YNHH	Abbed, Khalid	MD	Neurosurgery	Yale-New Haven Hospital Spine Center
YNHH	Abdallah, Chadi	MD	Psychiatry	VAMC
YNHH	Abdel-Razeq, Sonya	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Abder, Roxanne	MD	Obstetrics & Gynecology	Womens Healthcare of Trumbull
YNHH	Abedin, Sakena	MD	Pediatrics	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Abi-Raad, Rita	MD	Pathology	YUSM Department of Pathology
YNHH	Ablow, Karen	DMD	Dentistry	
YNHH	Abraham, Clara	MD	Internal Medicine	YUSM Section of Gastroenterology
YNHH	Abraham, Gineesha	APRN	Internal Medicine	Y-NHH Smilow Cancer Hospital
YNHH	Abrahams, James	MD	Radiology & Biomedical Imaging	Yale-New Haven Hospital - Temple Radiology
YNHH	Abramowitz, Nicole	MD	Pediatrics	Optimus Healthcare
YNHH	Accomando, Angelo	MD	Internal Medicine	FPIM of New Haven County
YNHH	Acharya, Ami	MD	Obstetrics & Gynecology	Generations Obstetrics and Gynecology, PC
YNHH	Ackerman, Adam	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Adekanye, Oluwaseun	MD	Pediatrics	YUSM Department of Pediatrics
YNHH	Adekolu, Evelyn	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Adekolu, Olurotimi	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Adelman, Ron	MD	Ophthalmology	Yale Eye Center
YNHH	Adelsberg, Bernard	MD	Internal Medicine	Northeast Medical Group
YNHH	Adelson, Kerin	MD	Internal Medicine	Y-NHH Smilow Cancer Hospital Breast Center
YNHH	Adelstein, Judith	APRN	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Adeniran, Adebowale	MD	Pathology	YUSM Department of Pathology
YNHH	Adetola, Adedayo	MD	Internal Medicine	West Haven Medical Group
YNHH	Adimando, Andrea	APRN	Psychiatry	Andrea Adimando, A.P.R.N.
YNHH	Adriani, Melissa	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Adsuar, Natalie	MD	Obstetrics & Gynecology	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Advani, Anisha	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Affenito, James	DMD	Surgery	OMS Associates, PC
YNHH	Afolalu, Abisola	MD	Internal Medicine	Broadway Medical Group, L.L.C.
YNHH	Afolalu, Bayode	MD	Internal Medicine	Connecticut Kidney Center, LLC
YNHH	Afridi, Waffiyah	MD	Internal Medicine	Arthritis & Osteoporosis Center, P.C.
YNHH	Afrin, Syeda	DO	Internal Medicine	Milford Hospital
YNHH	Aftassi, Cynthia	APRN	Psychiatry	YUSM Department of Psychiatry
YNHH	Aggarwal, Sanjay	MD	Internal Medicine	Sanjay Aggarwal, M.D., LLC
YNHH	Agin, Elliot	MD	Internal Medicine	Cardiovascular Physicians & Consultants

YNHH	Agli, Jeffrey	APRN	Pediatrics	YUSM Department of Anesthesiology
YNHH	Agnoli, Alicia	MD	Internal Medicine	YNHH Adult PCC
YNHH	Agrawal, Pooja	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Aguayo, Patricia	MD	Child Psychiatry	
YNHH	Aguilar-Zanatta, Jorge	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Ahasic, Amy	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Ahmad, Tariq	MD	Internal Medicine	
YNHH	Ahmed, Elizabeth	MD	Internal Medicine	Internal Med. Of Greater New Haven
YNHH	Ahn, Kyung-Heup	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Akande, Olukemi	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Akar, Joseph	MD, PhD	Internal Medicine	YUSM Section of Cardiology
YNHH	Akeyson, Edward	MD, PhD	Neurosurgery	
YNHH	Akgun, Kathleen	MD	Internal Medicine	VAMC
YNHH	Akhtar, Shamsuddin	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Akinbo, Oluwaseun	MD	Orthopedics	Center for Orthopaedics
YNHH	Al Haddadin, Caroline	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Alaparathi, Latha	MD	Internal Medicine	Gastroenterology Center of Connecticut
YNHH	Alberti, Paul	MD	Surgery	Ear, Nose & Throat Medical and Surgical
YNHH	Albright, Melanie	CNM	Obstetrics & Gynecology	The Center for Women's Health and Midwifery
YNHH	Aldrich, Jennifer	PA	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Alexiades-Armenakas, Macrene	MD	Dermatology	YUSM Department of Dermatology
YNHH	Alfirii, Alina	MD	Internal Medicine	Alina Alfirii, MD, LLC
YNHH	Ali, Shazi	APRN	Internal Medicine	Milford Hospital
YNHH	Alian, Aymen	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Alkawadri, Mhd Rafeed	MD	Neurology	YUSM Department of Neurology
YNHH	Allison, Joel	PhD	Psychiatry	
YNHH	Almeida, Samantha	PA	Surgery	Southern New England ENT
YNHH	Alonso, Luis	MD	Pediatrics	Pediatric & Adolescent Medicine, P.C.
YNHH	Alper, Arik	MD	Pediatrics	YUSM Section of Pediatric Gastroenterology
YNHH	Alpern, Robert	MD	Internal Medicine	YUSM Department of Internal Medicine
YNHH	Alperovich, Michael	MD	Surgery	YUSM Section of Plastic Surgery
YNHH	Al-Qadi, Mazen	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Alsaid Alkhreisat, Mustafa	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Altalib, Hamada	DO	Neurology	YUSM Department of Neurology
YNHH	Altan, Mehmet	MD	Internal Medicine	Yale-New Haven Hospital-Multispecialty Clinic/GU Oncology



YNHH	Alter, Jeffrey	MD	Dermatology	Jeffrey Alter, M.D.
YNHH	Altice, Frederick	MD	Internal Medicine	YUSM Section of Infectious Disease, AIDS Program
YNHH	Altin, Sophia	MD	Internal Medicine	
YNHH	Altman, Mark	MD	Orthopedics	Center for Orthopaedics
YNHH	Altshul, Victor	MD	Psychiatry	
YNHH	Altwerger, Gary	MD	Obstetrics & Gynecology	YUSM Section of Gynecologic Oncology
YNHH	Alvino, Patrick	MD	Pediatrics	Branford Pediatrics & Allergy
YNHH	Amah, Linda	MD	Internal Medicine	Northeast Medical Group
YNHH	Amato, Peter	MD	Internal Medicine	Y-NHH, Saint Raphael Campus-Occupational Health Plus
YNHH	Amberson, Nancy	MD	Pediatrics	Pediatric Healthcare Associates
YNHH	Ambrogio, Lisa	PA	Neurosurgery	Northeast Medical Group, Inc.
YNHH	Ambrosino, Jodie	PhD	Pediatrics	YUSM Section of Pediatric Endocrinology
YNHH	Ameen, Nadia	MD	Pediatrics	YUSM Section of Pediatric Gastroenterology
YNHH	Amell, Nicola	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Ameti, Lirim	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Amico, Carol	PA	Internal Medicine	YUSM Section of Infectious Diseases
YNHH	Amin, Hardik	MD	Neurology	YUSM Department of Neurology
YNHH	Amodeo, John	MD	Surgery	New Haven Surgical Associates
YNHH	Amon-Perpetua, Vicky	APRN	Internal Medicine	Northeast Medical Group, Inc.
YNHH	Amoo, Francis	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Anand, Rahul	MD	Anesthesiology	Connecticut Pain and Wellness Center
YNHH	Ancona, John	MD	Pediatrics	Gales Ferry Pediatrics - NEMG
YNHH	Ancuta, Michael	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Anderson, Cheryl	MD	Pediatrics	Pediatrics Plus, P.C.
YNHH	Anderson, Rachel	MD	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Anderson, Robert	MD	Pediatrics	Whitney Pediatrics & Adolescent Medicine/NEMG
YNHH	Anderson, Tara	PA	Internal Medicine	YUSM Section of Hematology
YNHH	Anderson-Peterkin, Nycaine	MD	Orthopedics	Yale-New Haven Hospital Rehabilitation and Wellness Center at Milford Hospital
YNHH	Andrejeva, Liva	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Andreozzi, Christopher	APRN	Psychiatry	YUSM Department of Psychiatry
YNHH	Andres, Pietro	MD	Internal Medicine	Gastroenterology Associates, P.C.
YNHH	Andrus, Jason	PA	Orthopedics	Bridgeport Hospital
YNHH	Anekondadha Revakala, Latha	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Angarita Africano, Gustavo	MD	Psychiatry	YUSM Department of Psychiatry

YNHH	Angelo, Steven	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Angoff, Nancy	MD	Internal Medicine	YUSM Section of General Medicine
YNHH	Angoff, Ronald	MD	Pediatrics	Pediatric & Medical Associates
YNHH	Angulo Diaz, Veronica	MD	Internal Medicine	NEMG - Southern CT Internal Medicine
YNHH	Annamalai, Aniyizhai	MD	Internal Medicine	YNHH Primary Care Center
YNHH	Ansari, Ehsan	MD	Internal Medicine	Cardiology Associates of Greater Waterbury
YNHH	Anschel, David	MD	Neurology	American Neuromonitoring Associates, PC
YNHH	Antaya, Richard	MD	Dermatology	Yale Dermatology Associates
YNHH	Antignani, David	PA	Surgery	Bridgeport Hospital
YNHH	Antin-Ozerkis, Danielle	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Antonetti, David	MD	Internal Medicine	NEMG - Southern CT Internal Medicine
YNHH	Aouad, Rima	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Apiado, Frederick	MD	Internal Medicine	Bridgeport Hospital
YNHH	Ardeshirpour, Laleh	MD	Pediatrics	Children's Medical Group, LLC dba Pediatric Endocrine
YNHH	Ardesia, Robert	MD	Internal Medicine	Take Heart Cardiovascular Health Center
YNHH	Argento, Vivian	MD	Internal Medicine	Northeast Medical Group
YNHH	Argo, Michele	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Arici, Aydin	MD	Obstetrics & Gynecology	YUSM Section of Reproductive Endocrinology
YNHH	Arici, Melih	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Ariyan, Stephan	MD	Surgery	YUSM Section of Plastic Surgery
YNHH	Arlis-Mayor, Stephanie	MD	Internal Medicine	Center for Orthopaedics
YNHH	Armel, Harvey	MD	Urology	
YNHH	Armm, Milton	MD	Urology	Milton Armm, M.D., P.C.
YNHH	Arnold, Catharine	MD	Internal Medicine	Guilford Internal Medicine Group
YNHH	Arnold, Linda	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Arons, Jeffrey	MD	Surgery	Jeffrey A. Arons, M.D., P.C.
YNHH	Aronson, Paul	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Aronson, Peter	MD	Internal Medicine	YUSM Section of Nephrology
YNHH	Arora, Anita	MD	Internal Medicine	YNHH Primary Care Center
YNHH	Arsenault, Ronald	PA	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Artigliere, Ryan	PA	Urology	YUSM Department of Urology
YNHH	Aruny, John	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Asare, Vivian	MD	Internal Medicine	YNHH Sleep Medicine Center
YNHH	Asch, William	MD	Internal Medicine	YUSM Section of Nephrology
YNHH	Asefaw, Senai	MD	Internal Medicine	NEMG - Y-NHH Hospitalists

YNHH	Asiedu, Patrick	MD	Internal Medicine	Northeast Medical Group
YNHH	Asiedu, Rosemary	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Asis, Maria	MD	Obstetrics & Gynecology	Generations Obstetrics and Gynecology, PC
YNHH	Aslanian, Harry	MD	Internal Medicine	Y-NHH Smilow Cancer Hospital - Ambulatory Procedure Center
YNHH	Asmus, Mary	PA	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Asnes, Andrea	MD	Pediatrics	YUSM Department of General Pediatrics
YNHH	Asnes, Jeremy	MD	Pediatrics	YUSM Section of Pediatric Cardiology
YNHH	Assis, David	MD	Internal Medicine	YUSM Section of Digestive Diseases
YNHH	Astrachan, David	MD	Surgery	Ear, Nose and Throat Specialists of Conn
YNHH	Atandeyi, Kolawole	MD	Internal Medicine	Milford Hospital
YNHH	Atkins, Stephen	MD	Psychiatry	Solo Practice
YNHH	Atkins, Susanne	PA	Internal Medicine	Y-NHH, Saint Raphael Campus-Occupational Health Plus
YNHH	Atlas, Stephen	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Attaran, Robert	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Atton, Andrew	MD	Dermatology	Dermatology Associates of Glastonbury
YNHH	Atweh, Nabil	MD	Surgery	Bridgeport Hospital
YNHH	Auerbach, Claudia	APRN	Pediatrics	YUSM Section of Pediatric Hematology/Onc
YNHH	Auerbach, Marc	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Austen, Burton	MD	Psychiatry	Burton G. Austen, M.D.
YNHH	Avanecean, Donna	APRN	Neurosurgery	YUSM Department of Neurology
YNHH	Aversa, David	MD	Child Psychiatry	Connecticut Psychiatric & Wellness Center, LLC
YNHH	Aversa, John	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C
YNHH	Aversa, Kristen	MD	Obstetrics & Gynecology	Generations Obstetrics and Gynecology, PC
YNHH	Avni-Singer, Abraham	MD	Pediatrics	Child-Adolescent Healthcare
YNHH	Awad, John	MD	Orthopedics	Orthopaedic Specialty Group
YNHH	Axelrod, Seth	PhD	Psychiatry	YNHH Partial Hospital
YNHH	Aydin, Ani	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Ayepah, Michael	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Ayepah, Rina	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Ayyagari, Rajasekhara	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Azodi, Masoud	MD	Obstetrics & Gynecology	YUSM Section of Gynecologic Oncology
YNHH	Bacal, Darron	MD	Ophthalmology	Eye Physicians & Surgeons
YNHH	Backe, Henry	MD	Orthopedics	Orthopaedic Specialty Group
YNHH	Backiel, Joanna	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Backman, Kenneth	MD	Pediatrics	Allergy & Asthma Care Flfd Cty

YNHH	Badaru, Angela	MD	Pediatrics	YUSM Section of Pediatric Endocrinology
YNHH	Bader, Eric	MD	Internal Medicine	YUSM Section of Cardiovascular Medicine
YNHH	Badescu, Gina	MD	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Baehring, Erikka	APRN	Internal Medicine	Internal Med. Of Greater New Haven
YNHH	Baehring, Joachim	MD	Neurology	YUSM Section of Neuro-Oncology
YNHH	Bahtiyar, Mert	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Baidwan, Sanjeet	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Bailey, Allison	PA	Pediatrics	Yale-New Haven Children's Hospital at Bridgeport Hospital
YNHH	Bailey, Meredith	APRN	Psychiatry	YUSM Department of Psychiatry
YNHH	Bains, Ranbir	APRN	Pediatrics	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Baker, Julie	APRN	Internal Medicine	YUSM Section of Oncology
YNHH	Baker, Kathryn	DO	Pediatrics	Baker Pediatrics, LLC
YNHH	Baker, Kirsten	MD	Pediatrics	Children's Medical Group, LLC
YNHH	Baker, Kristen	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Bakhtiari, Nojan	DDS	Dentistry	YNHH Department of Dentistry
YNHH	Bakkali, Leen	MD	Internal Medicine	NEMG - YNH Geriatric Services
YNHH	Balas, Horatiu	MD	Internal Medicine	West Haven Medical Group
YNHH	Balasingham, Shivashanker	MD	Internal Medicine	Bridgeport Hospital
YNHH	Balcacer De la Cruz, Patricia	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Balcezak, Thomas	MD	Internal Medicine	Yale-New Haven Hospital
YNHH	Baldassarre, Lauren	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Baldassarri, Rebecca	MD	Pathology	YUSM Department of Pathology
YNHH	Baldeo, Sashani	MD	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Baldieri, Jennifer	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Bale, Allen	MD	Internal Medicine	Smilow Cancer Center Genetics & Prevention Program
YNHH	Balga, Thomas	PA	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Balica, Elena	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Balisciano, Deborah	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Ball, Bruce	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Balsamo, Joseph	MD	Internal Medicine	West Haven Medical Group
YNHH	Balsamo, Lyn	PhD	Pediatrics	YUSM Section of Pediatric Hematology/Onc
YNHH	Balter, Andrew	MD	Psychiatry	Solo Practice
YNHH	Baltimore, Robert	MD	Pediatrics	YUSM Section of Pediatric Infectious Diseases
YNHH	Bamford, Nigel	MD	Pediatrics	Gales Ferry Pediatrics - NEMG
YNHH	Banack, Trevor	MD	Anesthesiology	YUSM Department of Anesthesiology

YNHH	Banasiak, Nancy	APRN	Pediatrics	YUSM Department of Pediatrics
YNHH	Banatoski, Jill	MD	Internal Medicine	Internal Medicine of Clinton, L.L.C.
YNHH	Band, Matthew	PA	Surgery	YUSM Section of Trauma & Critical Care
YNHH	Bandaranayake, Thilinie	MD	Internal Medicine	YUSM Section of Infectious Diseases
YNHH	Bang, Daisy	MD	Internal Medicine	Arthritis & Osteoporosis Center, P.C.
YNHH	Bangiyev, Simon	DDS,MD	Dentistry	Kings Highway Oral and Maxillofacial Surgery
YNHH	Bar, Noffar	MD	Internal Medicine	YUSM Section of Oncology
YNHH	Barajas, Denise	MD	Surgery	The Hewitt Center for Breast Wellness
YNHH	Barakat, Lydia	MD	Internal Medicine	YUSM Section of Infectious Disease Nathan Smith Clinic
YNHH	Baranowski, Erika	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Barasch, Philip	MD	Neurology	Neurological Specialists, P.C.
YNHH	Barba, Susan	APRN	Psychiatry	Yale-New Haven Hospital Saint Raphael Campus
YNHH	Barbieri, Andrea	MD	Pathology	YUSM Department of Pathology
YNHH	Barcewicz, Paul	MD	Surgery	Surgical Associates of New Haven
YNHH	Bardia, Amit	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Barnaby, Dina	DO	Obstetrics & Gynecology	Women's Obstetrics and Gynecology, P.C.
YNHH	Barrett, Mary	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Barrett, Sharon	MD	Dermatology	Integrated Dermatology of Clinton
YNHH	Bartels, Andrea	APRN	Neurology	Yale Multiple Sclerosis Center
YNHH	Bartels, Christopher	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Baum, Carl	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Baum, Eric	MD	Surgery	CT Pediatric Otolaryngology
YNHH	Bauman, Joel	MD	Neurosurgery	
YNHH	Baumbusch, Margaret	MD	Obstetrics & Gynecology	Ob, Gyn & Menopause Physicians, PC
YNHH	Baumgaertner, Michael	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Bayer, Katrina	PA	Urology	YNH Urology Center
YNHH	Bayer, Robert	MD	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Bazaz-Kapoor, Renu	DO	Internal Medicine	CareMedica
YNHH	Bazzy-Asaad, Alia	MD	Pediatrics	YUSM Section of Pediatric Respiratory Med
YNHH	Beaudoin, Eric	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Becher, Robert	MD	Surgery	YUSM Section of Trauma and Critical Care
YNHH	Bechtel, Kirsten	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Beck, Lawrence	MD	Pediatrics	Neurological Specialists, P.C.
YNHH	Becker, Bonnie	PhD	Psychiatry	Solo Practice
YNHH	Becker, Kevin	MD, PhD	Neurology	YUSM Department of Neurology

YNHH	Becker, Richard	MD	Radiology & Biomedical Imaging	Yale-New Haven Hospital - Temple Radiology
YNHH	Becker-Talwalkar, Kristen	CNM	Obstetrics & Gynecology	Women's Health Associates, LLC
YNHH	Beckman, Charles	MD	Surgery	Connecticut Heart Group, P.C.
YNHH	Bedarida, Gabriella	MD, PhD	Internal Medicine	Pfizer, New Haven Clinical Research Unit
YNHH	Bedford, Andrew	MD	Internal Medicine	Gastroenterology Associates, P.C.
YNHH	Beech, Robert	MD	Psychiatry	Connecticut Mental Health Center
YNHH	Beiner, John	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C. (outpatient surgery)
YNHH	Beitel, Allison	MD	Pediatrics	Pediatric Medicine of Wallingford
YNHH	Bekui, Amenuve	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Bekui, Elizabeth	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Belcher, Justin	MD	Internal Medicine	YUSM Section of Nephrology
YNHH	Belfort De Aguiar, Renata	MD	Internal Medicine	Yale Diabetes Center
YNHH	Belitsky, Richard	MD	Psychiatry	YUSM Office of Education
YNHH	Bellumkonda, Lavanya	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Belmont, Steven	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Belsky, Justin	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Bemis, Claudia	MD	Psychiatry	Connecticut Mental Health Center
YNHH	Bender, Jeffrey	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Bendor, Daniel	MD	Psychiatry	Daniel E. Bendor, M.D., LLC
YNHH	Ben-Dov, Issahar	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Benfari, Renee	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Benjamin, Christopher	PhD	Neurology	YUSM Department of Neurology
YNHH	Bennett, David	MD	Internal Medicine	Nephrology Associates, PC
YNHH	Bennick, Jennifer	APRN	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Bennick, Michael	MD	Internal Medicine	Connecticut Gastroenterology Consultants
YNHH	Bercik, Richard	MD	Obstetrics & Gynecology	YUSM Section of Urogynecology
YNHH	Berenberg, Thomas	MD	Ophthalmology	The Eye Care Group
YNHH	Beres, Sarah	PA	Pediatrics	YUSM Section of Pediatric Neonatology
YNHH	Berger, Eric	MD	Psychiatry	
YNHH	Bergeron, Rachel	PhD	Psychiatry	
YNHH	Bergman, Eric	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Bergman, Michael	MD	Internal Medicine	Michael D. Bergman, M.D.
YNHH	Bergwitz, Clemens	MD	Internal Medicine	YUSM Section of Endocrinology
YNHH	Berkley, Jeffrey	DDS	Dentistry	CT Oral & Maxillofacial Surgery Centers
YNHH	Berkwits, Kieve	MD	Pediatrics	Northeast Medical Group Pediatric Specialists



YNHH	Berkwitt, Adam	MD	Pediatrics	Yale-New Haven Children's Hospital
YNHH	Berland, Gretchen	MD	Internal Medicine	YNHH Adult PCC
YNHH	Berna, Gioiamaria	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Bernardi, Gary	APRN	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Bernardo, Raffaele	DO	Internal Medicine	YUSM Section of Infectious Diseases
YNHH	Bernasko, Nana	APRN	Internal Medicine	YUSM Section of Gastroenterology
YNHH	Bernstein, Douglas	MD	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Bernstein, Frederic	DO	Pediatrics	Connecticut Children's Medical Center
YNHH	Bernstein, Richard	MD	Orthopedics	The Orthopaedic Group, division of Connecticut Orthopaedic Specialists
YNHH	Bernstein, Steven	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Bers, Susan	PhD	Psychiatry	
YNHH	Bersenev, Alexey	PhD	Laboratory Medicine	YUSM Department of Laboratory Medicine
YNHH	Berv, Douglas	MD	Psychiatry	Atlantic Health Services, P.C.
YNHH	Besse, Whitney	MD	Internal Medicine	YUSM Section of Nephrology
YNHH	Beucher, Meghan	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Bevilacqua, Paula	MD	Dermatology	Paula M. Bevilacqua, M.D., LLC
YNHH	Bhatia, Aarti	MD	Internal Medicine	Y-NHH Smilow Head and Neck Program
YNHH	Bhatt, Paras	MD	Internal Medicine	YMG at the Shoreline-Cardiology
YNHH	Bhattacharya, Bishwajit	MD	Surgery	YUSM Section of Trauma & Critical Care
YNHH	Bhutta, Abdul	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Bhutta, Adil	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Bhuvanesh, Urmila	MD	Obstetrics & Gynecology	Solo Practice
YNHH	Bia, Margaret	MD	Internal Medicine	YUSM Organ Transplantation Center
YNHH	Bialecki, Jennifer	PA	Surgery	YUSM Section of Cardiac Surgery
YNHH	Bianchi, Mark	MD	Surgery	Yale Medical Group-Stratford Otolaryngology
YNHH	Bilinski, Douglas	MD	Dermatology	Solo Practice
YNHH	Bindelglass, David	MD	Orthopedics	Orthopaedic Specialty Group
YNHH	Binder, Henry	MD	Internal Medicine	YUSM Section of Gastroenterology
YNHH	Bindra, Ranjit	MD, PhD	Therapeutic Radiology	YUSM Department of Therapeutic Radiology
YNHH	Binelli, Daniel	PA	Surgery	YUSM Section of Cardiac Surgery
YNHH	Bird, Elizabeth	MD	Pediatrics	Whitney Pediatrics & Adolescent Medicine/NEMG
YNHH	Bishop, Matthew	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Bisson, Emily	APRN	Pediatrics	YUSM Department of Pediatrics
YNHH	Bizzarro, Matthew	MD	Pediatrics	Yale-New Haven Hospital NICU

YNHH	Black, Jonathan	MD	Obstetrics & Gynecology	YUSM Section of Oncology
YNHH	Blaine, Theodore	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Blair, Emily	DO	Obstetrics & Gynecology	OB/GYN of Fairfield County
YNHH	Blanchette, Scott	RA	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Blander, Steven	MD	Internal Medicine	Steven Blander, M.D., LLC
YNHH	Blasberg, Justin	MD	Surgery	Y-NHH Smilow Cancer Hospital
YNHH	Blatt, Leslie	APRN	Internal Medicine	Adult Palliative Care
YNHH	Blattman, Seth	MD	Surgery	Connecticut Vascular & Thoracic Surgical Associates, P.C.
YNHH	Blazevich, Beth	APRN	Pediatrics	YUSM Section of Neonatology
YNHH	Blessing, Marcelle	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Blitzer, Mark	MD	Internal Medicine	Arrhythmia Center of Connecticut
YNHH	Bloch, Michael	MD	Child Psychiatry	Yale University Child Study Center
YNHH	Bluestein, Harvey	MD	Surgery	Harvey J. Bluestein M.D., L.L.C.
YNHH	Blumberg, Hilary	MD	Psychiatry	Mood Disorder Research Program
YNHH	Blume, Peter	DPM	Podiatry	Affiliated Foot Surgeons
YNHH	Blumenfeld, Hal	MD, PhD	Neurology	YUSM Department of Neurology
YNHH	Boatright, Dowin	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Boatright, Renu	MD	Pediatrics	Trumbull Pediatrics
YNHH	Bober-Sorcinielli, Kathleen	MD	Internal Medicine	Y-NHH Smilow Cancer Care Center
YNHH	Bockenstedt, Linda	MD	Internal Medicine	Yale Interventional Immunology Center
YNHH	Bod, Jessica	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Boeras, Crina	MD	Obstetrics & Gynecology	Primary Care Center at Bridgeport Hospital
YNHH	Boey, Howard	MD	Surgery	Southern New England ENT
YNHH	Boffa, Daniel	MD	Surgery	YUSM Section of Thoracic Surgery
YNHH	Bogan, Courtney	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Bogan, Jonathan	MD	Internal Medicine	YUSM Section of Endocrinology
YNHH	Bogardus, Sidney	MD	Internal Medicine	Connecticut Gastroenterology Consultants
YNHH	Bogen, David	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Bogucki, Mary	MD, PhD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Bogue, Clifford	MD	Pediatrics	YUSM Section of Pediatric Critical Care
YNHH	Bokhari, Syed	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Bologna, Jean	MD	Dermatology	Yale Dermatology Associates
YNHH	Boltas, Debra	PhD	Psychiatry	
YNHH	Boltax-Stern, Sandra	MD	Child Psychiatry	Sandra Boltax, M.D., P.C.
YNHH	Bona, Robert	MD	Internal Medicine	YUSM Section of Hematology

YNHH	Bonadies, John	MD	Surgery	PACT Surgical Specialists
YNHH	Bond, Debra	PhD	Psychiatry	
YNHH	Bonde, Pramod	MD	Surgery	YUSM Section of Cardiac Surgery
YNHH	Bonoan, Elaine	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Bonura, Kyle	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Bonz, James	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Book, Samuel	MD	Dermatology	Yale Dermatologic Surgery
YNHH	Booth, Rachel	APRN	Surgery	Shoreline Foot and Ankle Center, P.C.
YNHH	Borad, Anoli	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Boras, John	MD	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Bornstein, Harold	MD	Pediatrics	YUSM Section of Pulmonology/Critical Care
YNHH	Boron, Margaret	MD	Pediatrics	Cornell Scott - Hill Health Center
YNHH	Borrelli, Patricia	APRN	Internal Medicine	Connecticut Kidney Center, LLC
YNHH	Borsuk, Elyse	APRN	Pediatrics	Pediatrics and Adolescent Medicine, P.C.
YNHH	Bosenberg, Marcus	MD, PhD	Dermatology	YUSM Department of Dermatology
YNHH	Bossuyt, Veerle	MD	Pathology	YUSM Department of Pathology
YNHH	Botta, Marivic	MD	Pediatrics	Pediatric Healthcare Associates
YNHH	Bottone, Kimberly	APRN	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Boubert, Françoise	MD	Obstetrics & Gynecology	OB/GYN & Infertility Group
YNHH	Boudreau, Amy	APRN	Internal Medicine	YNHH Heart and Vascular Center
YNHH	Boulware, Susan	MD	Pediatrics	YUSM Section of Pediatric Endocrinology
YNHH	Bourassa, Joseph	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Boustani, Anne Marie	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Boutilier, Cindy	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Bowen, Erin	MD	Pediatrics	Childrens Medical Associates
YNHH	Bowker, Brennan	PA	Surgery	Orchard Surgical Specialists
YNHH	Boyarsky, Rachel	MD	Pediatrics	Hamden Pediatrics, P.C.
YNHH	Boyer, James	MD	Internal Medicine	YUSM Section of Digestive Diseases
YNHH	Bracale, Laura	APRN	Psychiatry	YNHH Psychiatric Hospital
YNHH	Brackett, Jennifer	APRN	Internal Medicine	Yale Health Plan
YNHH	Bradburn, Hubert	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C
YNHH	Bradbury, Anderson	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Braddock, Demetrios	MD	Pathology	YUSM Department of Pathology
YNHH	Brady, Hannah	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Bragg, Jennifer	MD	Pediatrics	Greenwich Hospital

YNHH	Bramley, Kyle	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Brand, Myron	MD	Internal Medicine	Connecticut Gastroenterology Consultants
YNHH	Branden, Peter	MD	Ophthalmology	The Eye Care Group
YNHH	Brandon, Laurel	APRN	Internal Medicine	Endocrine Associates of Connecticut
YNHH	Brandt, Debra	DO	Internal Medicine	Y-NHH Smilow Cancer Hospital Torrington Care Center
YNHH	Branson, Brittany	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Brask, Michael	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Brasseaux, Jessika	APRN	Psychiatry	YUSM Department of Psychiatry
YNHH	Braveman, Ferne	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Braverman, Irwin	MD	Dermatology	Yale Dermatology Associates
YNHH	Braverman, Tamar	MD	Internal Medicine	Prohealth Physicians of Hamden
YNHH	Breen, Jeanne	MD	Internal Medicine	Fair Haven Community Health Center
YNHH	Brej, Michelle	APRN	Pediatrics	YUSM Section of Pediatric Endocrinology
YNHH	Breier, Richard	MD	Internal Medicine	Street, Melchinger, Breier, Rosenthal
YNHH	Brekus-Watson, Carol	CNM	Obstetrics & Gynecology	County OB/GYN
YNHH	Brennan, Andrea	PA	Obstetrics & Gynecology	Y-NHH Smilow Gynecologic Oncology
YNHH	Brennan, Joseph	MD	Internal Medicine	Yale-New Haven Cardiac Rehabilitation Center
YNHH	Brennan, Paige	MD	Internal Medicine	Cardiology Associates of Norwich
YNHH	Brenner, Stephen	MD	Internal Medicine	Northeast Medical Group
YNHH	Brewster, Ursula	MD	Internal Medicine	YUSM Section of Nephrology
YNHH	Bria, Jessica	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Bridger, Laurie	MD	Internal Medicine	Yale Health Plan
YNHH	Brier, Jonathan	MD	Internal Medicine	The Cardiology Group
YNHH	Briggs, Caroline	APRN	Neurology	YUSM Department of Neurology
YNHH	Brines, Patricia	MD	Obstetrics & Gynecology	OB/GYN & Infertility Group
YNHH	Brinkman, Ingrid	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Brissette, David	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Brittis, Dante	MD	Orthopedics	Orthopaedic Specialty Group
YNHH	Britto Leon, Clemente	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Brockett, Renee	APRN	Pediatrics	Yale-New Haven Children's Hospital at Bridgeport Hospital
YNHH	Bronen, Richard	MD	Radiology & Biomedical Imaging	Yale-New Haven Hospital - Temple Radiology
YNHH	Bronin, Andrew	MD	Dermatology	
YNHH	Brook, Jennifer	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Brooks, Christin	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Brown, Camille	MD	Pediatrics	YNHH Primary Care Center

YNHH	Brown, Carly	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Brown, Carmen	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Brown, David	MD	Orthopedics	OrthoCare Specialists, L.L.C.
YNHH	Brown, Deborah	APRN	Surgery	Orchard Surgical Specialists
YNHH	Brown, Franklin	PhD	Neurology	YUSM Department of Neurology
YNHH	Brown, James	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology and Biomedical Imaging
YNHH	Brown, Karen	MD	Internal Medicine	NEMG - Whitney Internal Medicine
YNHH	Brown, Kyle	PA	Orthopedics	YNHH Department of Orthopedic Surgery
YNHH	Brown, Nancy	MD	Pediatrics	Pediatric & Medical Associates
YNHH	Brown, Tanilla	MD, MPH	Pediatrics	Cornell Scott - Hill Health Center
YNHH	Brown, Thomas	PhD	Psychiatry	YUSM Department of Psychiatry
YNHH	Browning, Nicholas	MD	Internal Medicine	Y-NHH, St. Raphael Campus - Occupational Health Plus
YNHH	Bruce, Robert	MD	Internal Medicine	Cornell Scott - Hill Health Center
YNHH	Brueckner, Martina	MD	Pediatrics	YUSM Section of Pediatric Cardiology
YNHH	Brueggestrat, Carly	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Brunet, Cristina	MD	Internal Medicine	Yale Interventional Immunology Center
YNHH	Brunetti, Ronald	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Bruno, Christie	DO	Pediatrics	YNHH Pediatric Specialty Clinic
YNHH	Bucala, Richard	MD	Internal Medicine	Yale Interventional Immunology Center
YNHH	Buck, Alyson	PA	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Buckley, Lenore	MD	Internal Medicine	Yale Interventional Immunology Center
YNHH	Buckley, Thomas	MD	Urology	YNH Urology Center
YNHH	Bukanova, Elena	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Bulsara, Ketan	MD	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Bunick, Christopher	MD, PhD	Dermatology	YUSM Department of Dermatology
YNHH	Bunn, Teresa	DDS	Dentistry	YNHH Department of Dentistry
YNHH	Buonafede, Dennis	MD	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Burger, Joanne	MD	Pediatrics	Yale Health Plan
YNHH	Burke, Kenneth	MD	Pediatrics	Wildwood Pediatrics & Adolescent Medicine
YNHH	Burke, Leah	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Burns, Adrienne	PA	Internal Medicine	YUSM Section of Hematology
YNHH	Burns, Kevin	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Burr, Alicia	APRN	Internal Medicine	YUSM Section of Cardiology
YNHH	Burrell, Morton	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Burtness, Barbara	MD	Internal Medicine	Y-NHH Smilow Head and Neck Program

YNHH	Bussen, Patricia	APRN	Surgery	YUSM Section of Plastic Surgery
YNHH	Butler, Christine	MD	Pediatrics	Pediatric and Adolescent Medicine, Sydney Z. Spiesel, Ph.D., M.D., LLC
YNHH	Butler, James	MD	Pediatrics	Neurological Specialists, P.C.
YNHH	Butler, Reni	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology
YNHH	Buza, Natalia	MD	Pathology	YUSM Department of Pathology
YNHH	Byrne, Maria	MD	Surgery	
YNHH	Cabin, Henry	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Cable, Allison	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Cabrera Martinez, Maribel	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Cadan, Rachel	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Cadariu, Arina	MD	Internal Medicine	Bridgeport Hospital
YNHH	Cai, Guoping	MD	Pathology	YUSM Department of Pathology
YNHH	Cain, Hilary	MD	Internal Medicine	YUSM Section of Pulmonary and Critical Care Medicine
YNHH	Cain, Peter	DDS	Dentistry	YNHH Pediatric Specialty Clinic
YNHH	Calandro, Courtney	PA	Internal Medicine	Gastroenterology Center of Connecticut
YNHH	Caldwell, Cary	MD	Internal Medicine	Connecticut Gastroenterology Consultants
YNHH	Calia, Kerstin	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Califano, Claudia	MD	Child Psychiatry	Shoreline Psychiatry, L.L.C.
YNHH	Calix, Roberto	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Callahan, Carol	DPM	Podiatry	Advanced Medical Footcare
YNHH	Callender, Glenda	MD	Surgery	YUSM Section of Surgical Oncology/Endocrine
YNHH	Calo, Leonard	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Cambi, Brian	MD	Internal Medicine	LMPA Cardiology at Waterford
YNHH	Camenga, Deepa	MD	Pediatrics	YUSM Section of General Pediatrics
YNHH	Cameron, Annette	MD	Pediatrics	Chapel Pediatric Group
YNHH	Cameron, Kelsey	PA	Internal Medicine	Thoracic Interventional Program
YNHH	Camilleri, Joseph	MD	Urology	Griffin Faculty Physicians
YNHH	Caminear, David	DPM	Podiatry	Connecticut Orthopaedic Specialists, P.C
YNHH	Camizzi, Kathryn	APRN	Psychiatry	YUSM Department of Psychiatry
YNHH	Camp, Anne	MD	Internal Medicine	Fair Haven Community Health Center
YNHH	Campbell, Bryce	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Campbell, Charlene	APRN	Orthopedics	YNHH Saint Raphael Campus, Center for Musculoskeletal Care
YNHH	Campbell, Katherine	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Campbell, Sheldon	MD, PhD	Laboratory Medicine	VAMC



YNHH	Canapari, Craig	MD	Pediatrics	YUSM Section of Pedi Respiratory Med
YNHH	Canarie, Michael	MD	Pediatrics	YUSM Section of Pediatric Critical Care
YNHH	Canchi, Deepti	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Caneira, Laura	APRN	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Canny, Christopher	MD	Pediatrics	Hamden Pediatrics, P.C.
YNHH	Cantatore-Francis, Julie	MD	Dermatology	YUSM Department of Dermatology
YNHH	Canterino, Joseph	MD	Internal Medicine	YUSM Section of Infectious Diseases
YNHH	Cantey, Lisa	PA	Internal Medicine	Metabolism Associates
YNHH	Cantley, Lloyd	MD	Internal Medicine	YUSM Section of Nephrology
YNHH	Capobianco, Anthony	PA	Internal Medicine	Gastroenterology Center of Connecticut
YNHH	Cappello, Michael	MD	Pediatrics	YUSM Section of Pediatric Infectious Disease
YNHH	Caprio, Sonia	MD	Pediatrics	YUSM Section of Pediatric Endocrinology
YNHH	Caramico, Lisa	MD	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Carbonella, Judith	APRN	Pediatrics	Lead Program
YNHH	Cardella, Jonathan	MD	Surgery	YUSM Section of Vascular Surgery
YNHH	Cardinale, Joseph	MD	Therapeutic Radiology	Yale Medical Group
YNHH	Cardona-Wolenski, Laurie	PsyD	Child Psychiatry	YUSM Department of Child Psychiatry
YNHH	Cardone, Lauren	APRN	Internal Medicine	Y-NHH Smilow Cancer Hospital
YNHH	Carey, Hugh	MD	Internal Medicine	Metabolism Associates
YNHH	Carling, Tobias	MD, PhD	Surgery	YUSM Department of Surgical Oncology
YNHH	Carlson, Andrew	MD	Pediatrics	Pediatrics and Adolescent Medicine, P.C.
YNHH	Carlson, David	MD	Psychiatry	
YNHH	Carlson, Elise	MD	Internal Medicine	New Haven Rheumatology, P.C.
YNHH	Carlson, Erik	MD	Orthopedics	Active Orthopaedics, P.C.
YNHH	Carlson, Kacie	PA	Dermatology	YUSM Department of Dermatology
YNHH	Carlson, Liliana	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Carlson, Sarah	PA	Internal Medicine	Gastroenterology Center of Connecticut
YNHH	Carney, Heather	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Carpenter, Thomas	MD	Pediatrics	YUSM Section of Pediatric Endocrinology
YNHH	Carroll, Carolyn	MD	Dermatology	Dermatology Physicians of Connecticut
YNHH	Carroll, Richard	MD	Pediatrics	Pediatric Healthcare Associates
YNHH	Carroll, Tamara	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Carter, Cordelia	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Carter, Ryan	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Carusillo, Nina	PA	Obstetrics & Gynecology	YUSM Section of Gynecologic Oncology

YNHH	Caruso, Wendy	APRN	Surgery	YUSM Section of Trauma & Critical Care
YNHH	Casale, Linda	MD	Internal Medicine	Cardiac Specialists, P.C.
YNHH	Casemyr, Natalie	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Caserta, Michelle	MD	Pediatrics	Complete Pediatrics, P.C.
YNHH	Casper, Scott	MD	Obstetrics & Gynecology	County OB/GYN
YNHH	Cassa, Richard	PA	Neurology	YUSM Department of Neurosurgery
YNHH	Cassell, Steven	MD	Obstetrics & Gynecology	OB/GYN of Fairfield County
YNHH	Cassese, Todd	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Castiblanco, Claudia	MD	Ophthalmology	Doctor and Associates
YNHH	Castiglione, Frank	MD	Dermatology	Solo Practice
YNHH	Castilho Godinho e Silva, Giovan	APRN	Psychiatry	YUSM Department of Psychiatry
YNHH	Castillo, Jairo	MD	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Castillo, Ronald	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Castracane, Stephen	MD	Ophthalmology	Solo Practice
YNHH	Castro, Angel	PA	Orthopedics	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Caty, Michael	MD	Surgery	YUSM Section of Pediatric Surgery
YNHH	Cavallo, Dana	PhD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus Department of Medicine, Primary Care Residency
YNHH	Cedarbaum, Harvey	DDS	Dentistry	New Haven Dental Group
YNHH	Cedeno, Paul	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Cengiz, Eda	MD	Pediatrics	YUSM Section of Pediatric Endocrinology
YNHH	Cerrito, Stephanie	PA	Obstetrics & Gynecology	YUSM Section of Gynecologic Oncology
YNHH	Cha, Bruce	DMD	Dentistry	Endodontics
YNHH	Cha, Charles	MD	Surgery	YNHH Smilow Cancer Hospital Multi-Specialty Clinic
YNHH	Chabria, Shiven	MD	Internal Medicine	NEMG/Y-NHH Saint Raphael Campus
YNHH	Chacho, Karol	MD	Obstetrics & Gynecology	Robert D. Russo, MD & Assoc.
YNHH	Chacko, Elizabeth	CRNA	Anesthesiology	YUSM Department of Anesthesiology - Saint Raphael Campus
YNHH	Chadwick, Sandra	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Chagpar, Anees	MD	Surgery	YNHH Smilow Cancer Hospital Breast Center
YNHH	Chai, Toby	MD	Urology	YNHH Urology
YNHH	Chan, Belinda	MD	Internal Medicine	Northeast Medical Group
YNHH	Chan, Florence	MD	Internal Medicine	Quinnipiac Medical of Branford, LLC
YNHH	Chan, Francis	MD	Internal Medicine	Gastroenterology Center of Connecticut
YNHH	Chandler, John	MD	Internal Medicine	Connecticut Heart Group, P.C.
YNHH	Chandler, Patricia	MD	Internal Medicine	YUSM/Office of Education

YNHH	Chang, Dean	MD	Internal Medicine	Gastroenterology Center of Connecticut
YNHH	Chang, Sandy	MD	Laboratory Medicine	YUSM Department of Laboratory Medicine
YNHH	Chang, Sue	MD	Internal Medicine	Metabolism Associates
YNHH	Chang, Victor	MD	Internal Medicine	Y-NHH Smilow Cancer Hospital - Waterbury
YNHH	Chang, William	MD, PhD	Internal Medicine	YUSM Section of Nephrology
YNHH	Chang, Ya-Ching	PA	Surgery	YUSM Section of Cardiac Surgery
YNHH	Chao, Hanna	MD, PhD	Internal Medicine	West Haven Walk-In Clinic
YNHH	Chapman, Jennifer	PA	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Chappell, Phillip	MD	Child Psychiatry	Pfizer, Inc.
YNHH	Chaptini, Louis	MD	Internal Medicine	YUSM Section of Gastroenterology
YNHH	Charchaflich, Jean	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Charron, Kate	PA	Internal Medicine	Gastroenterology Center of Connecticut
YNHH	Charron, Mariane	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Chatterjee, Sharmila	MD	Internal Medicine	West Haven Walk-In Clinic
YNHH	Chaudhary, Jessica	MD	Psychiatry	CPC Associates
YNHH	Chaudhry, Nauman	MD	Ophthalmology	Retina Group of New England
YNHH	Chaudhry, Sarwat	MD	Internal Medicine	YNHH Primary Care Center
YNHH	Chauhan, Zeeshan	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Chavel, Severine	MD	Dermatology	Dermatology Center of Stamford
YNHH	Chawarska, Katarzyna	PhD	Child Psychiatry	Child Study Center
YNHH	Chawla, Nikhil	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Check, Joseph	MD	Psychiatry	Yale-New Haven Hospital
YNHH	Chekijian, Sharon	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Chelouche, Adina	MD	Obstetrics & Gynecology	County OB/GYN
YNHH	Chen, Christine	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Chen, Eaton	MD	Surgery	Southern New England ENT
YNHH	Chen, Fred	DMD	Dentistry	Vaughn Family Dentistry
YNHH	Chen, Jara	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Chen, Lei	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Chen, Michael	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Chen, Ming-Kai	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Chen, Richard	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Chen, Ruo Zhu	PA	Surgery	YUSM Section of Surgical Oncology
YNHH	Chen, Yaniv	MD	Pediatrics	Neurological Specialists, P.C.

YNHH	Chen, Zhe	PhD	Therapeutic Radiology	Smilow Cancer Hospital - YUSM Department of Therapeutic Radiology
YNHH	Cheng, Joseph	MD	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Cheng, Shi-Jen	MD	Pediatrics	East Haven Pediatrics, PC
YNHH	Chepenik, Lara	MD, PhD	Psychiatry	Yale-New Haven Hospital
YNHH	Cheron, Rebecca	APRN	Pediatrics	YUSM Section of Pediatric Hematology/Onc
YNHH	Chervin, Bradford	MD	Surgery	ENT, Allergy & Facial Plastic Surgery Specialists, LLC
YNHH	Chessin, Robert	MD	Pediatrics	Pediatric Healthcare Associates
YNHH	Cheuk, William	MD	Internal Medicine	Bridgeport Hospital
YNHH	Chhabra, Sunita	MD	Internal Medicine	Village Medical Associates
YNHH	Chhabra, Vijay	MD	Internal Medicine	Oncology/Hematology Care of Connecticut
YNHH	Chiang, Anne	MD	Internal Medicine	YUSM Section of Oncology
YNHH	Chiang, Veronica	MD	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Chicarilli, Damien	PA	Surgery	Bridgeport Hospital
YNHH	Chicarilli, Zeno	MD	Surgery	Zeno Chicarilli, M.D., D.M.D.
YNHH	Childs, Amber	PhD	Psychiatry	Adolescent Day Hospital - Yale New Haven Hospital
YNHH	Chin, Hsiao-Ying	MD	Internal Medicine	Northeast Medical Group- SRC Geriatrics
YNHH	Chinchilla, Jeannette	MD	Pediatrics	Pediatric & Adol. Medicine of Cheshire
YNHH	Chinni, Santhi	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Chiravuri, Murali	MD	Internal Medicine	Cardiac Specialists, P.C.
YNHH	Chirnomas, S.	MD	Pediatrics	YUSM Section of Pediatric Hematology/Onc
YNHH	Chmael, Susan	APRN	Internal Medicine	Smilow Cancer Center Genetics & Prevention Program
YNHH	Chmielowicz, Helena	APRN	Psychiatry	YNHH Psychiatric Hospital
YNHH	Cho, Joan	MD	Internal Medicine	Yale Health Plan
YNHH	Choate, Keith	MD, PhD	Dermatology	Yale Dermatology Associates
YNHH	Choksey, Mithil	MD	Internal Medicine	Northeast Medical Group
YNHH	Chokshi, Swati	MD	Pediatrics	YUSM Department of Pediatrics
YNHH	Cholewczynski, Walter	MD	Surgery	Bridgeport Hospital
YNHH	Choma, Michael	MD	Pediatrics	YNHH Pediatric PCC
YNHH	Chosak, Roslyn	MD	Obstetrics & Gynecology	Solo Practice
YNHH	Choudhary, Ronika	MD	Obstetrics & Gynecology	Women's Obstetrics and Gynecology, P.C.
YNHH	Chow, Andrew	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Chow, Jessica	MD	Ophthalmology	Yale Eye Center
YNHH	Christensen, Sean	MD, PhD	Dermatology	Yale Dermatologic Surgery
YNHH	Christison-Lagay, Emily	MD	Surgery	YUSM Section of Pediatric Surgery

YNHH	Chu, Yvonne	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Chuang, Peter	MD	Internal Medicine	Connecticut Kidney Center, LLC
YNHH	Chun, Hyung	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Chung, Chuhan	MD	Internal Medicine	YUSM Section of Digestive Diseases
YNHH	Chung, Gina	MD	Internal Medicine	Smilow Cancer Hospital, Orange Care Center
YNHH	Chung, Joyce	MD	Therapeutic Radiology	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Chung, Keun	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Chuong, Jack	MD	Internal Medicine	Digestive Disease Associates
YNHH	Chupp, Geoffrey	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Churchwell, Keith	MD	Internal Medicine	
YNHH	Chustecka, Margaret	MD	Internal Medicine	Internal Med. Of Greater New Haven
YNHH	Chyfetz, Michael	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Chyun, Yong-Sung	MD	Internal Medicine	YUSM Section of Endocrinology
YNHH	Ciancimino, David	MD	Psychiatry	
YNHH	Ciarleglio, Justine	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Cibelli, Deborah	CNM	Obstetrics & Gynecology	Women's Health Associates, LLC
YNHH	Cicale, Lauren	PA	Pediatrics	Bridgeport Hospital - Dept of Neonatology
YNHH	Cicero, Mark	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Cimino, William	MD	Orthopedics	Beach Road Orthopedic Spec.
YNHH	Citarella, Brett	MD	Pediatrics	YUSM Section of Pediatric Neonatology
YNHH	Ciuci, Paul	DMD, MD	Dentistry	Milford & Derby Oral & Maxillofacial Surgeons
YNHH	Clancy, Jude	MD	Internal Medicine	YMG at the Shoreline-Cardiology
YNHH	Clauss, Jennifer	PA	Internal Medicine	YUSM Section of Oncology
YNHH	Cleman, Michael	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Cleves-Bayon, Juan Carlos	MD	Psychiatry	Juan Carlos Cleves-Bayon, MD - Adult & Geriatric Psychiatry
YNHH	Clune, James	MD	Surgery	YUSM Section of Plastic Surgery
YNHH	Coady, Patrick	MD	Ophthalmology	New England Retina Associates
YNHH	Cochran, Lynn	APRN	Internal Medicine	Y-NHH Smilow Head and Neck Program
YNHH	Coffey, Tom	MD	Surgery	Connecticut Ear Nose Throat Medical & Surgical Specialists, P.C.
YNHH	Coffin, Kathleen	PA	Internal Medicine	YUSM Section of Oncology
YNHH	Cohen, Allison	MD	Pediatrics	Pediatrics Plus, P.C.
YNHH	Cohen, Andrew	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Cohen, Brian	DO	Internal Medicine	Connecticut Medical Group
YNHH	Cohen, David	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C
YNHH	Cohen, Lawrence	MD	Internal Medicine	YUSM Section of Cardiology

YNHH	Cohen, Miriam	MD	Pediatrics	Pediatric Medicine of Wallingford
YNHH	Cohen, Paul	MD	Pathology	Bridgeport Hospital
YNHH	Cohen, Steven	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Cohen, Theresa	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Cohn, Lauren	MD	Internal Medicine	Yale Medical Group
YNHH	Coiro, Kimberly	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Colabelli, Lara	DO	Internal Medicine	Branford Internal Medicine, L.L.C.
YNHH	Colberg, John	MD	Urology	YUSM Section of Urology
YNHH	Cole, Joanna	APRN	Internal Medicine	Adult Sickle Cell Program
YNHH	Cole, Kelsey	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Colegio, Oscar	MD	Dermatology	Yale Dermatology Associates
YNHH	Colella, Stephanie	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Coleman, Letitia	APRN	Psychiatry	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Colina-Biscotto, Juner	MD	Ophthalmology	New England Retina Associates
YNHH	Collins, Beth	MD	Surgery	Beth A. Collins, M.D.
YNHH	Collins, Stephen	MD, PhD	Obstetrics & Gynecology	YUSM Section of Reproductive Endocrinology
YNHH	Colon, Vanessa	APRN	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Colson, Eve	MD	Pediatrics	YUSM Department of Pediatrics
YNHH	Colton, Christine	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Combest, Spiro	MD	Ophthalmology	Robert D. Russo, MD & Assoc.
YNHH	Condulis, Nicholas	MD	Pediatrics	Wildwood Pediatrics & Adolescent Medicine
YNHH	Cone, David	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Conforti, Philip	DDS	Dentistry	Hamden Shoreline Oral & Maxillofacial Surgery
YNHH	Conley, Thomas	MD	Neurology	American Neuromonitoring Associates, PC
YNHH	Connair, Michael	MD	Orthopedics	Solo Practice
YNHH	Connell, Kevin	RA	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Connery, Neil	APRN	Internal Medicine	YUSM Section of Cardiology
YNHH	Connolly, Katharine	PA	Surgery	Bridgeport Hospital
YNHH	Connors, Geoffrey	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Constantinescu, Simona	MD	Internal Medicine	Bridgeport Hospital
YNHH	Contessa, Joseph	MD	Therapeutic Radiology	YUSM Dept. of Therapeutic Radiology
YNHH	Cook, Gary	PA	Surgery	Bridgeport Hospital
YNHH	Cook, Timothy	PA	Orthopedics	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Cooke, Thomas	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Cookson, Caryn	MD	Obstetrics & Gynecology	OB/GYN & Infertility Group



YNHH	Cooney, Emily	PhD	Psychiatry	YUSM Department of Psychiatry
YNHH	Cooney, Leo	MD	Internal Medicine	YUSM Section of Geriatric Medicine
YNHH	Cooperman, Daniel	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Copel, Joshua	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Coppola, Anthony	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Coppola, Paul	MD	Obstetrics & Gynecology	Solo Practice
YNHH	Corbin, Elizabeth	APRN	Pediatrics	YUSM Department of Pediatrics
YNHH	Corbin, Kathleen Jo	MD	Pediatrics	Greenwich Hospital - Outpatient Pediatric Dept.
YNHH	Corcoran, Amanda	CNM	Obstetrics & Gynecology	Greater New Haven OB/GYN
YNHH	Cord, Sheila	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Cordido, Ricardo	MD	Internal Medicine	Heart Care Associates of Connecticut, L.L.C.
YNHH	Corjulo, Michael	APRN	Pediatrics	Children's Medical Group, LLC
YNHH	Correa, Paulo	MD	Psychiatry	Northeast Medical Group, Inc.
YNHH	Correale, Dana	MD	Dermatology	Paula M. Bevilacqua, M.D., LLC
YNHH	Correia, Sara	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Corsi, John	PA	Surgery	Y-NHH Smilow Cancer Hospital, Multispecialty Care Center
YNHH	Corso, Michelle	APRN	Internal Medicine	YUSM Section of Oncology
YNHH	Cortes, Milaurise	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Corwin, John	MD	Psychiatry	Solo Practice
YNHH	Coscina, Kimberly	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Cosentino, Marianne	APRN	Internal Medicine	YUSM Section of Cardiology
YNHH	Cosgrove, Ann	APRN	Radiology & Biomedical Imaging	
YNHH	Cosgrove, Marianne	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Costa, Jose	MD	Pathology	YUSM Department of Pathology
YNHH	Costin, Mihaela	MD	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Cottrol, Cheryl	MD	Psychiatry	Affiliates of Neurology and Psychiatry
YNHH	Coughlin, Alanna	MD	Pediatrics	Branford / North Branford Pediatrics, P.C.
YNHH	Coughlin, Ryan	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Coulis, Natalie	PA	Internal Medicine	YUSM Section of Cardiology
YNHH	Couloures, Kevin	DO	Pediatrics	YUSM Section of Pediatric Critical Care
YNHH	Couloures, Olivera	MD	Pediatrics	YUSM Section of Pediatric Nephrology
YNHH	Courtney, Maria	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Courtright, Darren	DPM	Podiatry	Shoreline Foot and Ankle Center, P.C.
YNHH	Covey, Cinthia	MD	Ophthalmology	The Eye Care Group
YNHH	Coviello, Jessica	APRN	Internal Medicine	YUSM Section of Cardiology

YNHH	Cowles, Robert	MD	Surgery	YUSM Section of Pediatric Surgery
YNHH	Cowper, Shawn	MD	Dermatology	YUSM Department of Dermatology
YNHH	Cowperthwait, Meridith	APRN	Pediatrics	Pediatric & Medical Associates
YNHH	Cox, Alyse	APRN	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Coyle, Brian	MD	Surgery	Connecticut Vascular Center, P.C.
YNHH	Coyle, Debra	APRN	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Cozza, Elizabeth	APRN	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Craft, Angela	APRN	Pediatrics	YUSM Section of Pediatric Neonatology
YNHH	Craft, Joseph	MD	Internal Medicine	YUSM Section of Rheumatology
YNHH	Craig, Elizabeth	MD	Surgery	Stefano Fusi, M.D.
YNHH	Craig, Holly	MD	Internal Medicine	NEMG - Whitney Internal Medicine
YNHH	Craiglow, Brittany	MD	Dermatology	Yale Dermatology Associates
YNHH	Crede, William	MD	Internal Medicine	Fair Haven Medical Group at Bella Vista
YNHH	Crescenzi, Zina	APRN	Internal Medicine	Grimes Center
YNHH	Cretella, Lori	MD	Neurology	NEMG Neurology Associates
YNHH	Criscenzo, Donna	MD	Internal Medicine	Donna R. Criscenzo, M.D., LLC
YNHH	Criscuolo, Gregory	MD	Neurosurgery	Eastern CT Neurosurgery, P.C.
YNHH	Cristofalo, Elizabeth	MD, MPH	Pediatrics	Waterbury Hospital
YNHH	Croce, Kathleen	PhD	Psychiatry	
YNHH	Crombie, Roselle	MD	Surgery	Northeast Medical Group
YNHH	Cromwell, Polly	APRN	Pediatrics	Bridgeport Hospital
YNHH	Cron, Julia	MD	Obstetrics & Gynecology	YUSM Department of OB/GYN and Reproductive Sciences
YNHH	Cronin, Kelly	APRN	Internal Medicine	Regional Hospice and Home Care of Western Ct, Inc
YNHH	Cronin, Tara	MD	Ophthalmology	The Eye Care Group
YNHH	Crosby, Jill	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Cross, Sarah	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Crowley, Kristen	APRN	Internal Medicine	YUSM Section of Oncology, Smilow Cancer Hospital
YNHH	Crowther, Lisa	APRN	Internal Medicine	YUSM Section of Cardiology
YNHH	Cullam, Neil	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Cunningham, Kayla	MD	Internal Medicine	Endocrine Associates of Connecticut
YNHH	Cunningham, Patricia	APRN	Psychiatry	YUSM Department of Psychiatry
YNHH	Cuoco, Elisabeth	PA	Pediatrics	Y-NHH Smilow Cancer Hospital
YNHH	Cuomo, Carrie	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Curtis, Anne	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Curtis, Jephtha	MD	Internal Medicine	Cardiovascular Services of Greenwich - NEMG

YNHH	Curtiss, Douglas	MD	Pediatrics	Pediatric & Adolescent Healthcare, P.C.
YNHH	Curto, Cynthia	APRN	Urology	YNH Urology Center
YNHH	Cusano, Elizabeth	APRN	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus - Haelen Center
YNHH	Cushing, Kristen	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Cushing, William	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Cuteri, Joseph	MD	Obstetrics & Gynecology	Northeast Medical Group
YNHH	Cwik, Ronald	MD	Obstetrics & Gynecology	Obstetrics & Gynecology Associates
YNHH	Czajkowski, Melissa	APRN	Surgery	YUSM Section of Cardiac Surgery
YNHH	Czarkowski, Nancy	MD	Pediatrics	Guilford Pediatrics
YNHH	Czibulka, Agnes	MD	Surgery	Ear, Nose & Throat Medical and Surgical
YNHH	Dabu-Bondoc, Susan	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	DaCosta, Sabrina	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	D'Addario, Johanna	PA	Internal Medicine	Quinnipiac Medical of Branford, LLC
YNHH	Daddio, Mark	DPM	Podiatry	Connecticut Podiatry Group, P.C.
YNHH	D'Agostino, Mark	MD	Surgery	Southern New England ENT
YNHH	Dahl, Neera	MD	Internal Medicine	Yale Neurology
YNHH	Dahlquist, Heather	MD	Pediatrics	YUSM Department of Pediatrics
YNHH	Daigneault, John	MD	Orthopedics	Center for Orthopaedics
YNHH	Daley, Jessica	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Dalipi, Resul	MD	Internal Medicine	Yale-New Haven Hospital Rehabilitation and Wellness Center at Milford Hospital
YNHH	Dall, Chris	PA	Neurosurgery	Connecticut Neurosurgical Specialists, P.C.
YNHH	Damast, Shari	MD	Therapeutic Radiology	YUSM Department of Therapeutic Radiology
YNHH	Damlakhi, Rahaf	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Dana, Maureen	MD	Internal Medicine	The Connecticut Hospice
YNHH	D'Andrea, Maura	APRN	Psychiatry	Smoking Cessation Service
YNHH	Danis, Lauren	APRN	Internal Medicine	YNHH Adult PCC
YNHH	Dann, Sarah	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Danve, Abhijeet	MD	Internal Medicine	YNHH Old Saybrook Medical Center
YNHH	D'Aria, Antonio	DO	Internal Medicine	Livella Care
YNHH	Darr, Umer	MD	Surgery	Bridgeport Hospital
YNHH	Dashevsky, Meir	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Datunashvili, Ann	MD	Internal Medicine	NEMG - YNH Geriatric Services
YNHH	Daunis, Kerri	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Davey, Janice	APRN	Internal Medicine	YUSM Section of Endocrinology

YNHH	Davies, Angela	MD	Internal Medicine	YUSM Section of Oncology, Smilow Cancer Hospital
YNHH	Davies, Marianne	APRN	Internal Medicine	YUSM Section of Oncology
YNHH	Davila, Javier	MD	Surgery	Javier Davila, M.D., L.L.C.
YNHH	Davis, Janine	APRN	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Davis, John	MD	Internal Medicine	YUSM Section of Pulmonology
YNHH	Davis, Kimberly	MD	Surgery	YUSM Section of Trauma & Critical Care
YNHH	Davis, Krystal	APRN	Anesthesiology	Yale-New Haven Hospital CTICU
YNHH	Davis, Melissa	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Davis, Paul	MD	Radiology & Biomedical Imaging	Diagnostic Imaging of Milford
YNHH	Dawe, Robert	MD	Orthopedics	Orthopaedic Specialty Group
YNHH	Day, Denise	SA	Ophthalmology	Connecticut Retina Consultants
YNHH	Dayan, Nimrod	MD	Pediatrics	Pediatric Healthcare Associates
YNHH	De Cruz, Suzzunne	PA	Internal Medicine	Connecticut Kidney Center, LLC
YNHH	de Figueiredo, John	MD	Psychiatry	John M. de Figueiredo, M.D.
YNHH	Deal, Robert	MD	Obstetrics & Gynecology	Womens Health Care LLC
YNHH	Deal, Therese-Ann	PA	Pediatrics	Bridgeport Hospital
YNHH	DeAngelo, Anita	APRN	Internal Medicine	Arthritis & Osteoporosis Center, P.C.
YNHH	Dearborn, Jennifer	MD	Neurology	YUSM Department of Neurology
YNHH	Deaso, Michele	APRN	Pediatrics	Bridgeport Hospital - Dept of Neonatology
YNHH	DeBroff, Brian	MD	Ophthalmology	Eye Surgery Associates, LLC
YNHH	Decho, Janice	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Decker, Roy	MD, PhD	Therapeutic Radiology	YUSM Department of Therapeutic Radiology/Smilow Cancer Hospital
YNHH	DeFrank, Janine	PA	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	DeFusco, Dianne	MD	Internal Medicine	Broadway Medical Group, L.L.C.
YNHH	DeGennaro, Nancy	CNM	Obstetrics & Gynecology	The Center for Women's Health and Midwifery
YNHH	Del Prato, Katherine	APRN	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Del Priore, Luciano	MD, PhD	Ophthalmology	YUSM Department of Ophthalmology
YNHH	Del Rossi, Erin	PA	Surgery	YUSM Section of Thoracic Surgery
YNHH	Dela Cruz, Charles	MD, PhD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Delorme, Pamela	CNM	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Delfini, Ronald	DDS	Dentistry	Ronald Delfini, D.D.S., P.C.
YNHH	DeLisle, Angela	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Della-Giustina, David	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	DeLott, Jeffrey	DPM	Podiatry	Connecticut Orthopaedic Specialists, P.C

YNHH	DeLuca, Peter	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C
YNHH	DeLucia, Anna	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Delucia, Maria	DO	Pediatrics	Children's Medical Group, LLC
YNHH	DelVecchio, Alexander	MD	Internal Medicine	Cardiovascular Services of Greenwich - NEMG
YNHH	DeMaio, Christine	PhD	Psychiatry	YUSM Department of Psychiatry
YNHH	DeMartini, Kelly	PhD	Psychiatry	YUSM Department of Psychiatry
YNHH	Demartini, Paul	MD	Surgery	Connecticut Vascular & Thoracic Surgical Associates, P.C.
YNHH	Demers, Gwendeline	PA	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Demsky, Carolyn	APRN	Pediatrics	YUSM Section of Pediatric Hematology/Onc
YNHH	DeNatale, Ralph	MD	Surgery	Connecticut Vascular Center, P.C.
YNHH	Deng, Jie	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Deniz, Engin	MD	Pediatrics	YUSM Department of Pediatrics
YNHH	Depathy, Jocelyn	PA	Surgery	YUSM Section of Plastic Surgery
YNHH	DePino, Linda	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Desai, Andrea	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Desai, Nihar	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Desai, Shivani	PA	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Desai, Vrunda	MD	Obstetrics & Gynecology	YUSM Department of OB/GYN
YNHH	Desan, Paul	MD, PhD	Psychiatry	YUSM Department of Psychiatry
YNHH	Deshpande, Hari	MD	Internal Medicine	YUSM Section of Oncology
YNHH	Deshpande, Ohm	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Deshpande, Ranjit	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Desiato, Paolo	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	DeSilva, Garumuni	MD	Internal Medicine	Patient Choice Medical Care
YNHH	Desir, Deborah	MD	Internal Medicine	Arthritis & Osteoporosis Center, P.C.
YNHH	Desir, Gary	MD	Internal Medicine	VAMC
YNHH	Desmond, Christine	MD	Psychiatry	
YNHH	DeSouza, Richard	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Dest, Vanna	APRN	Internal Medicine	Y-NHH Smilow Cancer Hospital
YNHH	DeStefano, Katherine	MD	Neurology	Yale Multiple Sclerosis Center
YNHH	Detroy, Ezra	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Detterbeck, Frank	MD	Surgery	Park Avenue Surgical Associates
YNHH	Detyniecki, Kamil	MD	Neurology	YUSM Department of Neurology
YNHH	Devaraj, Chander	MD	Internal Medicine	Y-NHH, Saint Raphael Campus-Occupational Health Plus
YNHH	Devir, Katherine	PA	Pediatrics	Yale-New Haven Hospital NICU

YNHH	DeVita, Vincent	MD	Internal Medicine	YUSM Section of Oncology
YNHH	DeVito, Ralph	MD	Urology	YNH Urology Center
YNHH	DeVries, Brett	PA	Orthopedics	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Dewar, Michael	MD	Surgery	YUSM Section of Cardiac Surgery
YNHH	Dewera-Moczerniuk, Alicja	MD	Pediatrics	Pediatric Healthcare Associates
YNHH	Dharmarajan, Kumar	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Dhodapkar, Kavita	MD	Pediatrics	YUSM Section of Pediatric Hematology/Onc
YNHH	Dhodapkar, Madhav	MD	Internal Medicine	YUSM Section of Hematology
YNHH	Dhond, Abhay	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Diana, Richard	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C
YNHH	Diaz, Esperanza	MD	Psychiatry	Connecticut Mental Health Center
YNHH	Diaz, Martha	PA	Obstetrics & Gynecology	YUSM Section of Gynecologic Oncology
YNHH	DiBartholomeo, Thomas	MD	Radiology & Biomedical Im	Advanced Radiology Consultants
YNHH	Dibble, Jacqueline	APRN	Surgery	YUSM Section of Otolaryngology
YNHH	DiBenedetto, Lauren	DDS	Dentistry	YNHH Pediatric Dentistry Center
YNHH	DiCapua, Daniel	MD	Neurology	YUSM Department of Neurology
YNHH	DiCello, Donna	PsyD	Psychiatry	
YNHH	Dickenson, Susan	APRN	Pediatrics	YUSM Department of Pediatrics
YNHH	Dickey, Phillip	MD	Neurosurgery	New Haven Neurosurgical Associates
YNHH	Dicks, Demetrius	MD	Radiology & Biomedical Im	YUSM Department of Radiology & Biomedical Imaging
YNHH	DiCola, Vincent	MD	Internal Medicine	Yale Cardiology
YNHH	Dieckman, Elizabeth	MD	Pediatrics	Whitney Pediatrics & Adolescent Medicine/NEMG
YNHH	Digby, Kerry	PA	Surgery	YUSM Section of Plastic Surgery
YNHH	DiGiovanna, Michael	MD, PhD	Internal Medicine	YUSM Section of Oncology, Smilow Cancer Hospital
YNHH	Dijeh, Sylvester	MD	Internal Medicine	Bridgeport Hospital
YNHH	Dill, Christopher	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Dill, Edward	MD	Internal Medicine	Edward J. Dill, Jr., M.D./Shoreline Internal Medicine
YNHH	Dillaway, Marguerite	MD	Pediatrics	Whitney Pediatrics & Adolescent Medicine/NEMG
YNHH	Dillon, Brian	MD	Radiology & Biomedical Im	YUSM Department of Radiology & Biomedical Imaging
YNHH	DiLorenzo, Michelle	DO	Pediatrics	Wildwood Pediatrics & Adolescent Medicine
YNHH	DiLuna, Michael	MD	Neurosurgery	YUSM Department of Neurosurgery
YNHH	DiMaira, Francesca	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Dinauer, Catherine	MD	Pediatrics	Yale Pediatric Specialty Center
YNHH	DiNoia, Barbara	APRN	Psychiatry	YNHH Partial Hospital
YNHH	Dioguardi, Anthony	DMD	Dentistry	YNHH Department of Dentistry



YNHH	DiSabatino, Charles	MD	Internal Medicine	New Haven Rheumatology, P.C.
YNHH	Distefano, Alberto	MD	Ophthalmology	Yale Eye Center
YNHH	Distelman, Howard	MD	Ophthalmology	Shoreline Eye Associates, P.C.
YNHH	Dobbins, John	MD	Internal Medicine	Connecticut Gastroenterology Consultants
YNHH	Doctor, Leslie	MD	Ophthalmology	Doctor and Associates
YNHH	Dodd, Matthew	PA	Neurology	YUSM Department of Neurology
YNHH	Dodge, Jennifer	PA	Internal Medicine	Connecticut Gastroenterology Consultants
YNHH	Dodgington, James	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Dogbey, Pia	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Dogbey, Rupert	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Doherty, Patrick	MD	Neurosurgery	Lawrence & Memorial Medical Group Neurosurgery
YNHH	Dohr, Kay	MD	Obstetrics & Gynecology	Ob/Gyn Physicians, P.C.
YNHH	Dolan, Neil	MD	Psychiatry	Northeast Medical Group, Inc.
YNHH	Domakonda, Kunal	MD	Internal Medicine	Heart Care Associates of Connecticut, L.L.C.
YNHH	Dombrow, Matthew	MD	Ophthalmology	Connecticut Retina Consultants
YNHH	Dombrowski, Michael	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Dommu, Aaron	MD	Internal Medicine	Nephrology Associates, PC
YNHH	Donnelly, Theresa	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Dono, Heather	PA	Surgery	Northeast Medical Group, Inc.
YNHH	D'Onofrio, Gail	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Donofrio, Lisa	MD	Dermatology	The Savin Center, PC
YNHH	Donohue, Kenneth	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Donohue, Thomas	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Donovan, Ryan	PA	Internal Medicine	YUSM Section of Cardiology
YNHH	Donroe, Evelyn	MD	Internal Medicine	YUSM Section of Rheumatology
YNHH	Donroe, Joseph	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Doolittle, Benjamin	MD	Internal Medicine	St. Mary's Hospital
YNHH	Dorfman, Carol	MD	Pediatrics	Child-Adolescent Healthcare
YNHH	Dorfman, Michael	MD	Internal Medicine	Digestive Disease Associates
YNHH	Doron, Sivan	CNM	Obstetrics & Gynecology	OB/GYN & Infertility Group
YNHH	Dorr, Robert	MD	Pediatrics	Pediatric Associates of Branford
YNHH	Dorsey, Karen	MD	Pediatrics	
YNHH	Dortzbach, Kathryn	MD	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Douglas, Audrey	PA	Pediatrics	YUSM Section of Neonatology
YNHH	Douglas-Churchwell, Leslie	MD	Internal Medicine	Yale Internal Medicine Associates

YNHH	Dover, Jeffrey	MD	Dermatology	SkinCare Physicians
YNHH	Doyle, Elizabeth	APRN	Internal Medicine	Yale Diabetes Center
YNHH	Drabinski, Ann	APRN	Pediatrics	YUSM Department of Pediatrics
YNHH	Drabinski, Mark	MD	Internal Medicine	West Haven Medical Group
YNHH	Draper, Joan	MD	Ophthalmology	The Eye Care Group
YNHH	Drewniak, Christine	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Dreyfus, David	MD, PhD	Pediatrics	Gesher Allergy, Asthma, Clinical Immunology
YNHH	Dreznick, Jeffrey	MD	Internal Medicine	Gastroenterology Specialists, PC
YNHH	Driesman, Mitchell	MD	Internal Medicine	Cardiac Specialists, P.C.
YNHH	Driggers, Allyson	MD	Pediatrics	Bridgeport Hospital
YNHH	Drozdz, Kristine	APRN	Internal Medicine	YUSM Section of Gastroenterology
YNHH	Drumm, Hillary	APRN	Internal Medicine	YUSM Section of Gastroenterology
YNHH	D'Souza, Anthony	MD	Internal Medicine	PriMed CHVC
YNHH	Duckrow, Robert	MD	Neurology	YUSM Department of Neurology
YNHH	Dudley, Mary	APRN	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Duffield, Emily	APRN	Internal Medicine	YUSM Section of Oncology
YNHH	Duffy, Andrew	MD	Surgery	YUSM Section of Surgical Gastroenterology
YNHH	Dufour, Karen	MD	Internal Medicine	Connecticut Medical Group - NEMG
YNHH	Dugdale, Lydia	MD	Internal Medicine	Yale Internal Medicine Associates
YNHH	Duguay, Nicole	APRN	Pediatrics	YUSM Section of Maternal/Fetal Medicine
YNHH	Duke, Cindy	MD, PhD	Obstetrics & Gynecology	YUSM Section of Reproductive Endocrinology
YNHH	Dukes, Anzea	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Dukes, Jason	MD, MBA	Internal Medicine	YNHH Adult PCC
YNHH	Dun, Erica	MD	Obstetrics & Gynecology	Women's Center
YNHH	Duncan, Charles	MD	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Dunlop, John	MD	Internal Medicine	NEMG - YNH Geriatric Services
YNHH	Dunn, Anita	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Dunn, Clarvdia	MD	Pediatrics	Pediatric & Adolescent Healthcare, P.C.
YNHH	Dunn, Julie	APRN	Internal Medicine	Connecticut Gastroenterology Consultants
YNHH	Dunne, Dana	MD	Internal Medicine	YUSM Section of Infectious Diseases
YNHH	Dunston-Boone, Gina	MD	Obstetrics & Gynecology	Bridgeport Hospital
YNHH	Duplinsky, Thomas	DDS	Dentistry	
YNHH	Durand, Maria	APRN	Psychiatry	YNHH Psychiatric Hospital
YNHH	Durand, Melissa	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Durante, Dennis	MD	Pediatrics	Long Wharf Pediatrics & Adol. Medicine

YNHH	Durazzo, Tyler	MD	Dermatology	Dermatology Physicians of CT
YNHH	Durocher, Richard	DPM	Podiatry	Advanced Footcare Specialists, Inc
YNHH	Dwyer, Mary Ellen	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Dziedzic, Melissa	APRN	Surgery	CT Pediatric Otolaryngology
YNHH	Earley, Elizabeth	PA	Internal Medicine	Y-NHH, Saint Raphael Campus-Occupational Health Plus
YNHH	Ecker, Alan	MD	Ophthalmology	Ecker & Ecker
YNHH	Ecker, Patricia	MD	Ophthalmology	Ecker & Ecker
YNHH	Edelglass, John	MD	Dermatology	Solo Practice
YNHH	Edelman, Eva	MD	Internal Medicine	YUSM Section of General Medicine
YNHH	Edelson, Richard	MD	Dermatology	Yale Dermatology Associates
YNHH	Eder, Joseph	MD	Internal Medicine	YUSM Section of Oncology
YNHH	Edibam, Naushad	DMD	Dentistry	Stamford Oral and Maxillofacial Surgical Arts
YNHH	Edusa, Asia	MD	Obstetrics & Gynecology	Greater New Haven OB/GYN
YNHH	Edwards, Shernett	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Effraim, Philip	MD, PhD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Egan, Marie	MD	Pediatrics	YUSM Section of Pedi Respiratory Med
YNHH	Eggers, Carol	APRN	Internal Medicine	YUSM Section of Gastroenterology
YNHH	Ehrenkranz, Richard	MD	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Ehrenwerth, Jan	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Ehrlich, Lauren	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Ehrlich, Michael	MD	Ophthalmology	Yale Eye Center
YNHH	Eid, Tore	MD, PhD	Laboratory Medicine	YUSM Department of Laboratory Medicine
YNHH	Eilbott, David	MD	Internal Medicine	Branford Internal Medicine, L.L.C.
YNHH	Einarsdottir, Hulda	MD	Surgery	YUSM Department of Surgical Gastroenterology
YNHH	Einbinder, Roslyn	MD	Neurology	
YNHH	Einbinder, Stanley	DMD	Dentistry	
YNHH	Eisen, Thomas	MD	Internal Medicine	Metabolism Associates
YNHH	Eisenbarth, Stephanie	MD, PhD	Laboratory Medicine	YUSM Department of Laboratory Medicine
YNHH	Ekeke, Emmanuel	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Ekong, Udemé	MD	Pediatrics	Greenwich Hospital
YNHH	Elder, Joshua	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Elder, Robert	MD	Pediatrics	YUSM Section of Pediatric Cardiology
YNHH	Eldred, Douglas	PA	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Elefteriades, John	MD	Surgery	YUSM Section of Cardiac Surgery
YNHH	El-Khoury, Joe	PhD	Laboratory Medicine	YUSM Department of Laboratory Medicine

YNHH	Ellis, Matthew	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Ellis, Peter	MD	Internal Medicine	Yale Internal Medicine Associates
YNHH	Ellison, Marybeth	MD	Pediatrics	ProHealth Physicians, P.C.
YNHH	Ellman, Matthew	MD	Internal Medicine	Yale Internal Medicine Associates
YNHH	Elman, Joseph	MD	Ophthalmology	Joseph S. Elman, M.D., P.C.
YNHH	Emerick, Karan	MD	Pediatrics	YUSM Section of Pediatric Gastroenterology
YNHH	Emerson, Beth	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Emre, Sukru	MD	Surgery	YUSM Section of Transplantation
YNHH	Emu, Brinda	MD	Internal Medicine	Nathan Smith Clinic
YNHH	Enriquez, Alan	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Epelbaum, Daniel	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Epstein, Serle	MD	Internal Medicine	Serle M. Epstein, M.D.
YNHH	Erb, Christopher	MD, PhD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Erben, Young	MD	Surgery	YUSM Section of Vascular Surgery
YNHH	Erdman, Trisha	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Ericson, Raina	PA	Surgery	Bridgeport Hospital
YNHH	Errico, Vito	MD	Radiology & Biomedical Imaging	Diagnostic Imaging of Milford
YNHH	Escalera, Sandra	MD	Pediatrics	ProHealth Physician
YNHH	Esposito, Charles	MD	Pediatrics	Gales Ferry Pediatrics - NEMG
YNHH	Esposito, Claire	MD	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Esquibies, Americo	MD	Pediatrics	YUSM Section of Pediatric Respiratory Medicine
YNHH	Eswarathasan, Sathiya	DPM	Podiatry	East Haven Branford Foot Care
YNHH	Etesami, Maryam	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Eum, Regina	MD	Orthopedics	West Haven Medical Group
YNHH	Evans, Daphne	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Evans, Janine	MD	Internal Medicine	YUSM Section of Rheumatology
YNHH	Evans, Leigh	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Evans, Suzanne	MD	Therapeutic Radiology	YUSM Department of Therapeutic Radiology
YNHH	Evans-Benard, Sharon	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Even, Michele	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Eyma, Tara	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Fabian, Caitlin	PA	Orthopedics	Bridgeport Hospital
YNHH	Fabian, Lauren	MD	Orthopedics	Orthopaedic Specialty Group
YNHH	Fabregas, Geraldine	MD	Internal Medicine	YUSM Section of Geriatric Medicine
YNHH	Fadli, Nadia	APRN	Neurosurgery	YUSM Department of Neurosurgery

YNHH	Faherty, Geraldine	APRN	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Fahey, John	MD	Pediatrics	YUSM Section of Pediatric Cardiology
YNHH	Fahmi, Nasiha	MD	Internal Medicine	Orange Internal Medicine, L.L.C.
YNHH	Fair, Susan	PA	Internal Medicine	
YNHH	Fajardo, Elaine	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Falcone, Guido	MD	Neurology	YUSM Department of Neurology
YNHH	Falcone, Philip	MD	Ophthalmology	Connecticut Retina Consultants
YNHH	Fan, Eric	MD	Internal Medicine	Solo Practice
YNHH	Fan, Linda	MD	Obstetrics & Gynecology	Women's Center
YNHH	Fankhanel, Courtney	PA	Surgery	YUSM Section of Cardiac Surgery
YNHH	Fantarella, Eliza	DPM	Podiatry	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Farber, Steven	PA	Internal Medicine	VAMC
YNHH	Fares, Wassim	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Faridi, Omar	MD	Ophthalmology	Eye Physicians & Surgeons
YNHH	Farkas, Judit	PA	Surgery	YUSM Section of Cardiac Surgery
YNHH	Farmer, James	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Farmer, William	MD	Internal Medicine	Internal Medicine and Family Practice, LLC
YNHH	Farooque, Pue	DO	Neurology	YUSM Department of Neurology
YNHH	Farrell, James	MD	Internal Medicine	YUSM Section of Digestive Diseases
YNHH	Faulkner, Judith	MD	Obstetrics & Gynecology	Ob/Gyn Physicians, P.C.
YNHH	Faustino, Edward	MD	Pediatrics	YUSM Department of Pediatrics
YNHH	Fazzone, Hilary	MD	Ophthalmology	YUSM Department of Ophthalmology
YNHH	Federici, Carolyn	APRN	Pediatrics	Primary Care Center
YNHH	Federman, Adam	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Fehon, Dwain	PsyD	Psychiatry	YUSM Department of Psychiatry
YNHH	Feinberg, Dennis	MD	Dermatology	
YNHH	Feingold, David	MD	Orthopedics	Physical Medicine & Rehab Of Hartford LLC
YNHH	Feintzeig, Irwin	MD	Internal Medicine	Nephrology Associates, PC
YNHH	Feirick, Merry	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Feld, Tatiana	MD	Internal Medicine	Pro Health Physicians
YNHH	Feldman, Alan	DPM	Podiatry	The Orthopedic & Sports Medicine Center
YNHH	Feldman, Richard	DPM	Podiatry	Richard B. Feldman, D.P.M, FACFAS, L.L.C.
YNHH	Fenick, Ada	MD	Pediatrics	YNHH Pediatric PCC
YNHH	Ferdman, Dina	MD	Pediatrics	Northeast Medical Group Pediatric Specialists
YNHH	Ferguson, Ian	MD	Pediatrics	YUSM Section of Pediatric Rheumatology

YNHH	Ferholt, Judith	MD	Pediatrics	YUSM Office of Education
YNHH	Ferholt, Julian	MD	Child Psychiatry	Julian Ferholt, M.D.
YNHH	Fernandez Robles, Claudia	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Fernandez, Susan	DO	Pathology	YUSM Department of Pathology
YNHH	Fernandez, Thomas	MD	Child Psychiatry	Yale University Child Study Center
YNHH	Fernando, Benedict	MD	Internal Medicine	West Haven Medical Group
YNHH	Fernando, Surani	MD	Internal Medicine	Endocrine Associates of Connecticut
YNHH	Ferneini, Antoine	MD	Surgery	Connecticut Vascular Center, P.C.
YNHH	Ferrante, Lauren	MD	Internal Medicine	Yale Medical Group
YNHH	Ferrante, Marc	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Ferraro, Patricia	APRN	Dermatology	Kalman L. Watsky, M.D.
YNHH	Ferrentino, Jerry	MD	Obstetrics & Gynecology	Women's Health Care of Milford, PC
YNHH	Ferro, Linda	APRN	Internal Medicine	Yale Diabetes Center
YNHH	Ferrucci, Allen	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C
YNHH	Ferrucci, Christina	APRN	Obstetrics & Gynecology	YUSM Section of Gynecologic Oncology
YNHH	Feuerstadt, Paul	MD	Internal Medicine	Gastroenterology Center of Connecticut
YNHH	Fickes, Joseph	MD	Psychiatry	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Fiellin, David	MD	Internal Medicine	YUSM Section of General Medicine
YNHH	Fiellin, Lynn	MD	Internal Medicine	YNHH Adult PCC
YNHH	Figueroa, Eduardo	MD	Pediatrics	Stratford Pediatrics
YNHH	Fikrig, Erol	MD	Internal Medicine	YUSM Section of Infectious Disease
YNHH	Fikrig, Margaret	MD	Internal Medicine	YUSM Section of Infectious Diseases
YNHH	Finan, Mary	PA	Surgery	YUSM Section of Thoracic Surgery
YNHH	Finberg, Karin	MD	Pathology	YUSM Department of Pathology
YNHH	Fine, Emily	MD	Obstetrics & Gynecology	Fine & Gillette
YNHH	Fineberg, Sarah	MD, PhD	Psychiatry	Connecticut Mental Health Center
YNHH	Fineti, Aikaterini	MD	Psychiatry	Northeast Medical Group, Inc.
YNHH	Finkelstein, Fredric	MD	Internal Medicine	Metabolism Associates
YNHH	Fisayo, Adeniyi	MD	Neurology	YUSM Department of Neurology
YNHH	Fischbach, Neal	MD	Internal Medicine	Y-NHH Smilow Fairfield Care Center
YNHH	Fischer, David	MD	Internal Medicine	YUSM Section of Hematology
YNHH	Fischer, Paul	MD	Surgery	Paul D. Fischer, M.D., PC
YNHH	Fisher, Rosemarie	MD	Internal Medicine	YUSM Section of Gastroenterology
YNHH	Fishman, Felicity	MD	Orthopedics	



YNHH	Fishman, Mindy	MD	Obstetrics & Gynecology	Yale New Haven Hospital-Saint Raphael Campus Women's Services
YNHH	Fishman, Robert	MD	Internal Medicine	Cardiac Specialists, P.C.
YNHH	FitzGibbons, James	MD	Orthopedics	Orthopaedic Specialty Group
YNHH	Flaherty, Katherine	PA	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Flaherty, Michael	CRNA	Anesthesiology	YUSM Department of Anesthesiology - Saint Raphael Campus
YNHH	Flaherty, Sean	MD, PhD	Obstetrics & Gynecology	Generations Obstetrics and Gynecology, PC
YNHH	Flaherty-Hewitt, Maryellen	MD	Pediatrics	Chapel Pediatric Group
YNHH	Flanagan, Dia	MD	Pediatrics	Guilford Pediatrics
YNHH	Flannery, Clare	MD	Internal Medicine	YUSM Section of Endocrinology
YNHH	Fleischman, Steven	MD	Obstetrics & Gynecology	Ob, Gyn & Menopause Physicians, PC
YNHH	Fletcher, Kim	MD	Obstetrics & Gynecology	OB/GYN & Infertility Group
YNHH	Fleysher, Larisa	APRN	Internal Medicine	Smilow Cancer Care -Trumbull
YNHH	Fliegelman, Lawrence	MD	Surgery	Richard A. Levin, M.D., Lawrence J. Fliegelman, M.D., LLC
YNHH	Flis, Gregory	APRN	Anesthesiology	Yale-New Haven Hospital Spine Center
YNHH	Flores, Valerie	MD	Obstetrics & Gynecology	YUSM Section of Reproductive Endocrinology
YNHH	Florio, Salvatore	DDS,MD	Dentistry	The Facial Surgery Center
YNHH	Fogerty, Robert	MD	Internal Medicine	YUSM Section of General Medicine
YNHH	Folman, Robert	MD	Internal Medicine	Smilow Cancer Care -Trumbull
YNHH	Fontana, Christine	APRN	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Fontes, Manuel	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Foodim, Joanne	MD	Internal Medicine	Solo Practice
YNHH	Fopeano, Larissa	PA	Internal Medicine	Branford Internal Medicine, L.L.C.
YNHH	Forlano, Dana	APRN	Surgery	YUSM Department of Surgery
YNHH	Forman, Gerald	DMD	Dentistry	YNHH Department of Dentistry
YNHH	Forman, Howard	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Formica, Richard	MD	Internal Medicine	YUSM Section of Nephrology
YNHH	Forray, Ariadna	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Forrest, John	MD	Internal Medicine	YUSM Section of Nephrology
YNHH	Forstein, Steven	MD	Pediatrics	Gales Ferry Pediatrics - NEMG
YNHH	Forster, Susan	MD	Ophthalmology	Yale Health Plan
YNHH	Forsyth, Brian	MD	Pediatrics	YUSM Section of General Pediatrics
YNHH	Fortgang, Paul	MD	Surgery	Southern New England ENT
YNHH	Fortin VI, Auguste	MD	Internal Medicine	Yale-New Haven Hospital Saint Raphael Campus
YNHH	Fortunati, Frank	MD	Psychiatry	Yale-New Haven Hospital, Saint Raphael Campus

YNHH	Foss, Francine	MD	Internal Medicine	YUSM Section of Hematology
YNHH	Foster, Harris	MD	Urology	YUSM Section of Urology
YNHH	Fotjadhi, Skerdi	MD	Internal Medicine	Northeast Medical Group, Inc.
YNHH	Fox, David	MD, PhD	Obstetrics & Gynecology	UHSC OB/GYN
YNHH	Fox, Lisa	APRN	Surgery	YUSM Section of Transplantation
YNHH	Foxman, Ellen	MD, PhD	Laboratory Medicine	YUSM Department of Laboratory Medicine
YNHH	Fraenkel, Liana	MD	Internal Medicine	West Haven VA Hospital
YNHH	Franco Vega, Maria	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Franco, Israel	MD	Urology	YUSM Department of Urology
YNHH	Frank, Steve	MD	Pediatrics	Pediatric Medicine of Wallingford
YNHH	Franson-Hopper, Jennifer	AuD	Surgery	Yale Hearing and Balance Center
YNHH	Frascatore, Julie	PA	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Freed, Lisa	MD	Internal Medicine	Yale Cardiology
YNHH	Freeman, Bruce	MD	Pediatrics	Shoreline Pediatric & Adoles. Medicine (ProHealth Physicians)
YNHH	Freeman, James	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	French, Alyssa	MD, MPH	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	French, Cynthia	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Freudzon, Leon	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Freund, Joshua	PA	Internal Medicine	Internal Medicine of Clinton, L.L.C.
YNHH	Frey, Marnie	APRN	Pediatrics	Bridgeport Hospital
YNHH	Fried, Deborah	MD	Psychiatry	Solo Practice
YNHH	Fried, Terri	MD	Internal Medicine	VAMC
YNHH	Friedlaender, Gary	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Friedland, Gerald	MD	Internal Medicine	YUSM Section of Infectious Disease Nathan Smith Clinic
YNHH	Friedler, Alan	DMD	Dentistry	Alan P. Friedler, DMD, P.C.
YNHH	Friedman, Alan	MD	Pediatrics	YUSM Section of Pediatric Cardiology
YNHH	Friedman, Lloyd	MD	Internal Medicine	Milford Hospital
YNHH	Friedman, William	MD	Radiology & Biomedical Imaging	Yale-New Haven Hospital - Temple Radiology
YNHH	Fucci, Michael	DO	Internal Medicine	YUSM Section of Cardiology
YNHH	Fucito, Lisa	PhD	Psychiatry	Smoking Cessation Service
YNHH	Fulbright, Robert	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Furman, Magda	PA	Surgery	NEMG - Y-NHH Hospitalists
YNHH	Fusi, Stefano	MD	Surgery	Stefano Fusi, M.D.
YNHH	Fynan, Thomas	MD	Internal Medicine	Y-NHH Smilow Cancer Care Center
YNHH	Gaal, Dorothy	MD	Anesthesiology	YUSM Department of Anesthesiology

YNHH	Gad, Martin	MD	Pediatrics	Branford Pediatrics & Allergy
YNHH	Gaeta, Mary Lou	MD	Pediatrics	YUSM Department of Pediatrics
YNHH	Gage, Jonathan	MD	Internal Medicine	Cardiovascular Health
YNHH	Gager, Fred	MD	Internal Medicine	
YNHH	Gagne Henderson, Rebecca	APRN	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Gagnon, Lisa	APRN	Surgery	CT Pediatric Otolaryngology
YNHH	Gal, Emese	APRN	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Galal, Magdy	MD	Pediatrics	St. Mary's Hospital
YNHH	Galan, Anjela	MD	Dermatology	YUSM Department of Dermatology
YNHH	Galante, Lorenzo	MD	Internal Medicine	Broadway Medical Group, L.L.C.
YNHH	Galerieau, France	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Gallagher, Patrick	MD	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Gallalee, John	MD	Child Psychiatry	Solo Practice
YNHH	Galvin, Jennifer	MD	Ophthalmology	Yale Eye Center
YNHH	Galvin, Mary Jane	APRN	Pediatrics	Pediatric Hematology/Oncology Associates
YNHH	Gambaccini, Melissa	APRN	Internal Medicine	YUSM Section of Medical Oncology
YNHH	Gambardella, Gabriel	DPM	Podiatry	Affiliated Foot Surgeons
YNHH	Gambardella, Paul	DPM	Podiatry	
YNHH	Gambardella, Tracy	PA	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Ganatra, Monica	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Gandhi, Urvi	MD	Internal Medicine	NEMG - Southern CT Internal Medicine
YNHH	Gannon, Alyson	MHS, PA	Internal Medicine	Branford Internal Medicine, L.L.C.
YNHH	Garay, Angelique	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Garceau, Casandra	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Garcia, Christina	APRN	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Garcia-Tsao, Guadalupe	MD	Internal Medicine	YUSM Section of Digestive Diseases
YNHH	Gardner, Elizabeth	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Garg, Kabul	MD	Internal Medicine	Kabul S. Garg M.D., L.L.C.
YNHH	Gargano, Melissa	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Gariepy, Aileen	MD	Obstetrics & Gynecology	YUSM Department of Obstetrics & Gynecology
YNHH	Garino, Alexandria	PA	Internal Medicine	Oncology/Hematology
YNHH	Garland, Darcy	APRN	Therapeutic Radiology	Shoreline Radiation Oncology
YNHH	Garofalo, Pamela	APRN	Surgery	YUSM Section of Vascular Surgery
YNHH	Garvey, Richard	MD	Surgery	General Surgeons Greater Bridgeport
YNHH	Garwood, Susan	MD	Anesthesiology	YUSM Department of Anesthesiology

YNHH	Gatcomb, Patricia	APRN	Pediatrics	YUSM Section of Pediatric Endocrinology
YNHH	Gaudio, Paul	MD	Ophthalmology	Eye Disease Consultants
YNHH	Gavin, James	MD	Internal Medicine	Nephrology Associates, PC
YNHH	Geffin, Joel	MD	Ophthalmology	The Eye Care Group
YNHH	Geha, Paul	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Geiger, Arthur	MD	Orthopedics	
YNHH	Geirsson, Arnar	MD	Surgery	YUSM Section of Cardiac Surgery
YNHH	Geisel, Jaime	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Geismar, Odeed	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Geisser, Daniel	MD	Internal Medicine	Yale Health Plan
YNHH	Gelfand, Samantha	MD	Internal Medicine	YNHH Adult PCC
YNHH	Geller, Samuel	MD	Internal Medicine	NEMG - Southern CT Internal Medicine
YNHH	Genao, Inginia	MD	Internal Medicine	YNHH Primary Care Center
YNHH	Genecin, Paul	MD	Internal Medicine	Yale Health Plan
YNHH	Gensicki, Edward	DPM	Podiatry	
YNHH	Georgalas, Melanie	MD	Pediatrics	Pediatric Care Assoc. of CT, P.C.
YNHH	George, Geeta	MD	Internal Medicine	Regional Hospice and Home Care of Western Ct, Inc
YNHH	Gerber, Jaime	MD	Internal Medicine	Yale Cardiology
YNHH	Gerdon, Vickie	PA	Internal Medicine	YNHH Sleep Medicine Center
YNHH	Germain, Gregory	MD	Pediatrics	Pediatric & Medical Associates
YNHH	Germano, Gerald	MD	Pediatrics	Childrens Medical Associates
YNHH	Gerrard, Jason	MD, PhD	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Gerritz, Sarah	MD	Internal Medicine	NEMG - Family Practice Associates
YNHH	Gerstenhaber, Brett	MD	Internal Medicine	Brett Gerstenhaber, M.D., L.L.C.
YNHH	Geschwind, Jean-Francois	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology and Biomedical Imaging
YNHH	Geter, Jaime	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Gettinger, Scott	MD	Internal Medicine	YUSM Section of Oncology
YNHH	Ghantous, Andre	MD	Internal Medicine	Take Heart Cardiovascular Health Center
YNHH	Ghiassi, Saber	MD	Surgery	YUSM Section of Surgical Gastroenterology
YNHH	Ghoneim, Nada	MD	Pediatrics	YUSM Section of Neonatology
YNHH	Giannelli, Patricia	APRN	Neurology	YUSM Department of Neurology, Yale-New Haven Stroke Center
YNHH	Giannettino, Jennifer	APRN	Surgery	YUSM Section of Surgical Gastroenterology
YNHH	Gibbs, Christie	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Gibbs, Ian	DMD	Surgery	Aspen Dental
YNHH	Gibson, Courtney	MD	Surgery	YUSM Section of Surgical Oncology/Endocrine

YNHH	Gibson, David	MD	Orthopedics	Center for Orthopaedics
YNHH	Gibson, Joanna	MD, PhD	Pathology	YUSM Department of Pathology
YNHH	Gielissen, Katherine	MD	Internal Medicine	Yale-New Haven Hospital Saint Raphael Campus
YNHH	Gil, Roberto	MD	Psychiatry	YUSM Department of Radiology & Biomedical Imaging
YNHH	Giles, Mark	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Gill, Thomas	MD	Internal Medicine	YUSM Section of Geriatrics
YNHH	Gillette, Mary	MD	Obstetrics & Gynecology	Fine & Gillette
YNHH	Gilliam, Walter	PhD	Child Psychiatry	Yale University Child Study Center
YNHH	Gillis-Toffolo, Janet	APRN	Psychiatry	
YNHH	Gilmore, Emily	MD	Neurology	YUSM Department of Neurology
YNHH	Gimbel, Jeffrey	MD	Internal Medicine	Solo Practice
YNHH	Ginsberg, Evan	MD	Internal Medicine	North Haven Walk-in Clinic
YNHH	Ginsburg, Philip	MD	Internal Medicine	Gastroenterology Center of Connecticut
YNHH	Gioioso-Datta, Cristina	MD	Obstetrics & Gynecology	County OB/GYN
YNHH	Giordano, Catherine	MD	Internal Medicine	Guilford Internal Medicine Group
YNHH	Giordano, Frank	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Giorgi, Ashley		Ophthalmology	New England Retina Associates
YNHH	Giovanniello, Dominick	DO	Laboratory Medicine	YUSM Department of Laboratory Medicine
YNHH	Girardi, Michael	MD	Dermatology	Yale Dermatology Associates
YNHH	Giuliano, John	MD	Pediatrics	YUSM Department of Pediatrics
YNHH	Giuran Benetato, Iulian	MD	Internal Medicine	Northeast Medical Group, Inc.
YNHH	Glasgow, Kristen	MD	Surgery	Mill Hill Surgical Associates
YNHH	Glassman, Laurie	MD	Pediatrics	Children's Medical Group, LLC
YNHH	Glazer, Peter	MD, PhD	Therapeutic Radiology	Lawrence & Memorial Hospital
YNHH	Gleason, Bethany	APRN	Surgery	YUSM Section of Trauma & Critical Care
YNHH	Gleason, Jordan	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Glick, Amy	APRN	Internal Medicine	YUSM Department of Emergency Medicine
YNHH	Glinberg, Tsilia	MD	Psychiatry	
YNHH	Glinskii, Vladimir	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Glusac, Earl	MD	Pathology	YUSM Department of Dermatology
YNHH	Gnanapandithan, Karthik	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Gneco Wilamo, Cynthia	MD	Internal Medicine	NEMG - YNH Geriatric Services
YNHH	Gobin, Jaya	MD	Internal Medicine	Physicians Alliance of CT Hospitalists
YNHH	Goff, Christopher	MD	Pediatrics	Wildwood Pediatrics & Adolescent Medicine
YNHH	Gohara, Mona	MD	Dermatology	Advanced DermCare

YNHH	Gokhale, Amit	MD	Laboratory Medicine	YUSM Department of Laboratory Medicine
YNHH	Gold, Jeffrey	MD	Ophthalmology	Eye Care LLC/Liberty Vision
YNHH	Gold, Rhonda	MD	Internal Medicine	Y-NHH, St. Raphael Campus - Occupational Health Plus
YNHH	Goldberg, Karen	MD	Pediatrics	Shoreline Pediatric & Adoles. Medicine (ProHealth Physicians)
YNHH	Goldberg, Philip	MD	Internal Medicine	Endocrine Associates of Connecticut
YNHH	Goldberg, Sarah	MD	Internal Medicine	Yale-New Haven Hospital Thoracic Oncology Program
YNHH	Goldberg-Gell, Rachel	APRN	Pediatrics	Trumbull Pediatric Specialty Center
YNHH	Goldblatt, Phillip	MD	Psychiatry	
YNHH	Golden, Amy	APRN	Pediatrics	Shoreline Pediatric & Adoles. Medicine (ProHealth Physicians)
YNHH	Golden, Marjorie	MD	Internal Medicine	Y-NHH, St. Raphael Campus
YNHH	Goldenberg, Gidon	MD	Internal Medicine	Medical Associates of North Haven
YNHH	Goldenberg, Matthew	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Goldflam, Katja	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Goldstein, Leon	MD	Surgery	Coastal Plastic Surgery Center
YNHH	Goldstein, Mark	MD	Dermatology	Dermatology Associates, P.C.
YNHH	Goldstone-Orly, Leslie	MD	Obstetrics & Gynecology	Womens Healthcare of Trumbull
YNHH	Golembeski, Thomas	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Golia, Robert	DDS	Dentistry	One Hamden Center
YNHH	Golioto, Annmarie	MD	Pediatrics	Yale-New Haven Children's Hospital
YNHH	Gomez Villalobos, Jose	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Gomez, Christina	MD	Internal Medicine	Y-NHH Smilow Cancer Hospital Torrington Care Center
YNHH	Goncalves, Octavio	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Gong, Zhaodi	MD, PhD	Anesthesiology	Advanced Diagnostic Pain Treatment Center
YNHH	Gonzalez, Kimberly	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Gonzalez, Laura	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Gonzalez, Ramon	MD	Radiology & Biomedical Imaging	Quinnipiac University
YNHH	Good, Susan	APRN	Psychiatry	YUSM Department of Psychiatry
YNHH	Goodkind, David	MD	Surgery	David Goodkind, M.D., P.C.
YNHH	Goodman, Thomas	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Goodstine, Shelley	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Goodwin, Julie	MD	Pediatrics	YUSM Section of Pediatric Nephrology
YNHH	Gordon, Ram	MD	Internal Medicine	Cardiac Specialists, P.C.
YNHH	Gordon-Dole, Sonia	MD	Internal Medicine	Arthritis & Osteoporosis Center, P.C.
YNHH	Gore, Steven	MD	Internal Medicine	YUSM Section of Hematology
YNHH	Gorecki, Gerald	DPM	Podiatry	VAMC



YNHH	Gorelick, Judith	MD	Neurosurgery	Neurosurgery, Orthopedics and Spine Specialists, PC
YNHH	Gork, Ahmet	MD	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Gote, Ceilia	APRN	Psychiatry	YNHH Saint Raphael Campus Department of Psychiatry
YNHH	Gotlin, Andrew	MD	Internal Medicine	Yale Health Plan
YNHH	Gottiparthi, Sreedhar	MD	Internal Medicine	Internal Medicine of West Haven, LLC
YNHH	Gottschalk, P. Christopher	MD	Neurology	YUSM Department of Neurology
YNHH	Gould, Liesel	MD	Pediatrics	Complete Pediatrics, P.C.
YNHH	Gould, Michael	PA	Surgery	YUSM Department of Surgery
YNHH	Gouveia, Brooke	APRN	Neurosurgery	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Govindaswamy, Radhika	MD	Anesthesiology	Bridgeport Anesthesia Assoc
YNHH	Gowda, Madhu	MD	Internal Medicine	Madhu S. Gowda, MD
YNHH	Gozzo, Yeisid	MD	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Graeber, Brendon	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Graham, Allyssa	APRN	Surgery	YUSM Section of Cardiac Surgery
YNHH	Grammatico, Margaret	PA	Psychiatry	Yale-New Haven Hospital Saint Raphael Campus
YNHH	Grant, Matthew	MD	Internal Medicine	YUSM Section of Infectious Diseases
YNHH	Grant, Taneisha	MD	Internal Medicine	Gastroenterology Center of Connecticut
YNHH	Grauer, Jonathan	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Grauer, Leonard	MD	Internal Medicine	
YNHH	Gray, Linda	MD	Pediatrics	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Gray, Pamela	MD	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Green, Michael	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus Department of Medicine, Primary Care Residency
YNHH	Green, Traci	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Greenberg, Jason	MD	Pediatrics	YUSM Section of Pediatric Nephrology
YNHH	Greenberg, Jordan	DDS	Dentistry	New Haven Implant and Oral Surgery, L.L.C.
YNHH	Greenfeld, David	MD	Psychiatry	
YNHH	Greer, David	MD	Neurology	YUSM Department of Neurology
YNHH	Greger-Moser, Max	APRN	Psychiatry	YUSM Department of Psychiatry
YNHH	Gregg, Shea	MD	Surgery	Bridgeport Hospital
YNHH	Gregorio, Melissa	CNM	Obstetrics & Gynecology	OB/GYN & Infertility Group
YNHH	Greif, Daniel	MD	Internal Medicine	Yale-New Haven Cardiac Rehabilitation Center
YNHH	Griffin, Dyan	MD	Pediatrics	Pediatric & Medical Associates
YNHH	Grippio, Gary	DPM	Podiatry	Advanced Footcare Center, P.C.
YNHH	Grodberg, David	MD	Child Psychiatry	Yale University Child Study Center

YNHH	Gross, Cary	MD	Internal Medicine	YNHH Adult PCC
YNHH	Grossman, Matthew	MD	Pediatrics	YUSM Department of Pediatrics
YNHH	Grosso, Joseph	MD	Obstetrics & Gynecology	Generations Obstetrics and Gynecology, PC
YNHH	Grubman, Eric	MD	Internal Medicine	Yale Cardiology
YNHH	Gruen, Jeffrey	MD	Pediatrics	YUSM Section of Pediatric Neonatology
YNHH	Gruenbaum, Shaun	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Gruskay, Jeffrey	MD	Pediatrics	Milford Pediatric Group
YNHH	Grutzendler, Jaime	MD	Neurology	YUSM Department of Neurology
YNHH	Grzybinski, Jennifer	APRN	Surgery	Yale-New Haven Hospital CTICU
YNHH	Guandalini, Cindy	APRN	Pediatrics	YUSM Section of Pediatric Endocrinology
YNHH	Guarnaccia, Joseph	MD	Neurology	Griffin Hospital
YNHH	Guay, Nancy	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Guess, Marsha	MD	Obstetrics & Gynecology	YUSM Section of Urogynecology
YNHH	Guglin, Charles	MD	Surgery	Surgical Associates of Milford
YNHH	Guida, Paul	MD	Ophthalmology	New Haven Ophthalmology Associates
YNHH	Guidone, Alicia	DPM	Podiatry	Alicia R. Guidone, D.P.M., L.L.C.
YNHH	Gulanski, Barbara	MD	Internal Medicine	VA Medical Center
YNHH	Gulati, Mridu	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Gulliford, Jill	PA	Surgery	Connecticut Vascular & Thoracic Surgical Associates, P.C.
YNHH	Gunabushanam, Gowthaman	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Gundel, Janine	APRN	Internal Medicine	Regional Hospice and Home Care of Western Ct, Inc
YNHH	Gundluru, Harish	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Gunel, Murat	MD	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Gunn, Jennifer	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Gupta, Abha	MD, PhD	Pediatrics	YUSM Department of Pediatrics, Development/Behavioral
YNHH	Gupta, Arvind	MD	Surgery	Arvind K, Gupta, MD, LLC
YNHH	Gupta, Manisha	MD	Internal Medicine	Northeast Medical Group
YNHH	Gupta, Neil	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Gussin, Bruce	PA	Psychiatry	Northeast Medical Group, Inc.
YNHH	Habboosh, May	MD	Internal Medicine	MHS Primary Care
YNHH	Haberland, Christel	DDS	Dentistry	YNHH Pediatric Dentistry Center
YNHH	Haedicke, Kay	MD	Internal Medicine	Y-NHH Smilow Cancer Care Center
YNHH	Hafez, Navid	MD	Internal Medicine	YUSM Section of Oncology
YNHH	Haffner, Gregory	MD	Ophthalmology	New England Retina Associates
YNHH	Hafler, David	MD	Neurology	YUSM Department of Neurology

YNHH	Hagani, Andrea	MD	Pediatrics	Pediatric Healthcare Associates
YNHH	Hahn, Il Song	MD	Pathology	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Hahn, Kelly	PA	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Hahn, Samuel	MD	Internal Medicine	Take Heart Cardiovascular Health Center
YNHH	Haight, Irene	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Haims, Andrew	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Halaszynski, Thomas	DMD, MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Halene, Stephanie	MD	Internal Medicine	YUSM Section of Hematology
YNHH	Haley, Christine	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Halim, Andrea	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Hall, E.	MD	Pediatrics	YUSM Section of Pediatric Cardiology
YNHH	Hallinan, Erin	APRN	Surgery	YUSM Section of Trauma & Critical Care
YNHH	Hally, Susan	CNM	Obstetrics & Gynecology	Women's Center
YNHH	Halperin, Richard	MD, MPH	Pediatrics	Long Wharf Pediatrics & Adol. Medicine
YNHH	Hamilton, Bradley	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Hammond, Karen	APRN	Internal Medicine	Y-NHH Smilow Cancer Hospital - Waterbury
YNHH	Hammoud, Fadi	MD	Pediatrics	Pediatric & Adolescent Healthcare, P.C.
YNHH	Han, Dale	MD	Surgery	YUSM Section of Surgical Oncology
YNHH	Hanbury, Nicole	PA	Surgery	YUSM Section of Trauma & Critical Care
YNHH	Hang, Robert	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Hannon, Brittany	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Hansen, Caitlin	MD	Pediatrics	Yale New Haven Children's Hospital
YNHH	Hansen, James	MD	Therapeutic Radiology	YUSM Department of Therapeutic Radiology
YNHH	Hansen, Timothy	PA	Surgery	YUSM Section of Cardiac Surgery
YNHH	Hanson, Thomas	MD	Obstetrics & Gynecology	Ob, Gyn & Menopause Physicians, PC
YNHH	Hansson, Joni	MD	Internal Medicine	Metabolism Associates
YNHH	Hao, Liming	MD	Pathology	Bridgeport Hospital
YNHH	Hao, Ritche	MD	Internal Medicine	YUSM Section of Infectious Diseases
YNHH	Harb, Roa	MD	Laboratory Medicine	YUSM Department of Laboratory Medicine
YNHH	Harigopal, Malini	MD	Pathology	YUSM Department of Pathology
YNHH	Haronian, Howard	MD	Internal Medicine	Cardiology Specialists, Ltd.
YNHH	Harriman, David	MD	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Harrison, Raquel	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Harvey, Katherine	MD, MPH	Internal Medicine	Y-NHH Smilow Cancer Hospital Torrington Care Center
YNHH	Harwin, Jonathan	MD	Pediatrics	Branford / North Branford Pediatrics, P.C.

YNHH	Hasbani, Mayer	MD, PhD	Neurology	M. Hasbani, M.D. and M.J. Hasbani, M.D., Ph.D., L.L.C.
YNHH	Hasbani, Moshe	MD	Neurology	M. Hasbani, M.D. and M.J. Hasbani, M.D., Ph.D., L.L.C.
YNHH	Hashim, Sabet	MD	Surgery	Heart and Vascular Institute Hartford Healthcare
YNHH	Haskins, Kristen	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Hass, David	MD	Internal Medicine	Gastroenterology Center of Connecticut
YNHH	Hatcher, Timothy	PA	Internal Medicine	Yale New Haven Nathan Smith Outpatient Clinic
YNHH	Hatfield, Jennifer	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Hatta, Caroline	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Hattangadi, Shilpa	MD	Pediatrics	YUSM Section of Pediatric Hematology/Onc
YNHH	Haversat, Heather	AuD	Surgery	Yale Hearing and Balance Center
YNHH	Hawk, Kathryn	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Hawkins, Alexandra	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Hawkins, Keith	PsyD	Psychiatry	Connecticut Mental Health Center
YNHH	Hayden, Alexander	PA	Surgery	YUSM Section of Cardiac Surgery
YNHH	Haynes, Meagan	MD, MPH	Obstetrics & Gynecology	Ob, Gyn & Menopause Physicians, PC
YNHH	Hayward, Alison	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Hazel, Kathleen	CNM	Obstetrics & Gynecology	Fair Haven Community Health Center
YNHH	Heacock, Daniel	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Healy, James	MD	Internal Medicine	Cardiology Associates of Norwich
YNHH	Heard, Kathy	APRN	Internal Medicine	YUSM Section of Geriatric Medicine
YNHH	Heath, Janet	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Heavner, Jason	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Hebbar, Ramnath	MD	Internal Medicine	Gastroenterology Center of Connecticut
YNHH	Hebert, Ryan	MD	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Hebrink, Mary	APRN	Pediatrics	YUSM Section of Pediatric Neonatology
YNHH	Hecht, Craig	MD	Surgery	Ear, Nose and Throat Specialists of Conn
YNHH	Hedges, Melinda	PA	Urology	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Heenan, Eva	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Heerdt, Paul	MD, MPH	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Heffernan, Jody	APRN	Internal Medicine	YUSM Section of Cardiology
YNHH	Hegarty, James	DO	Psychiatry	YUSM Department of Psychiatry
YNHH	Hegde, Sonia	DO	Internal Medicine	Northeast Medical Group
YNHH	Heiat, Asefeh	MD	Internal Medicine	Southern CT Geriatric and Preventive Medicine, L.L.C.
YNHH	Heim, Kathleen	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Helburn, Daniel	MD	Internal Medicine	Connecticut Medical Group - NEMG

YNHH	Helgeson, Lars	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Hellenbrand, William	MD	Pediatrics	YUSM Section of Pediatric Cardiology
YNHH	Hemenway, Charles	MD	Pediatrics	Pediatric Healthcare Associates
YNHH	Hemstock, Heidi	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Hen, Jacob	MD	Pediatrics	Northeast Medical Group Pediatric Specialists
YNHH	Henchel, Jacqueline	MD	Internal Medicine	NEMG - YNH Geriatric Services
YNHH	Henderson, Raven	DDS	Dentistry	YNHH Pediatric Dentistry Center
YNHH	Hendrickson, Jeanne	MD	Laboratory Medicine	YUSM Department of Pathology/Laboratory Med
YNHH	Hendry, Christina	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Henrich, Janet	MD	Internal Medicine	YNHH Adult PCC
YNHH	Henry, Glen	MD	Internal Medicine	Yale Cardiology
YNHH	Henry, Jean	MD	Internal Medicine	Endocrine Associates of Connecticut
YNHH	Henry, Robert	MD	Internal Medicine	Northeast Medical Group, LLC
YNHH	Hepburn, Gillian	PA	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Herazo-Maya, Jose	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Herbert, Peter	MD	Internal Medicine	Yale-New Haven Saint Raphael Campus/Physician Referral Services
YNHH	Herbert, Tara	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Herbst, Joy	APRN	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Herbst, Roy	MD	Internal Medicine	YUSM Section of Oncology
YNHH	Herens, Stacey	APRN	Internal Medicine	YUSM Section of Oncology
YNHH	Hermes, Gretchen	MD, PhD	Psychiatry	Yale Stress Center
YNHH	Hernandez Rodriguez, Alejandro	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Hernandez, Diadette	APRN	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Hernandez, Keith	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Hernandez, Rene	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Herold, Kevan	MD	Internal Medicine	YUSM Section of Endocrinology
YNHH	Herrera, Adriana	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Herrin, Bradley	MD	Pediatrics	Yale Health Plan
YNHH	Hersh, David	MD, PhD	Pediatrics	Yale-New Haven Children's Hospital
YNHH	Hersh, Stanley	MD	Ophthalmology	The Eye Care Group
YNHH	Herz, Elizabeth	MD	Pediatrics	Pediatric Associates of Cheshire, P.C.
YNHH	Herzlinger, Robert	MD	Pediatrics	Bridgeport Hospital
YNHH	Herzog, Erica	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Herzog, Keri	MD	Internal Medicine	Digestive Disease Associates

YNHH	Herzog, Raimund	MD	Internal Medicine	Yale Diabetes Center
YNHH	Hesse, David	MD	Urology	YNH Urology Center
YNHH	Hesse, Katherine	MD	Pediatrics	Lawrence & Memorial Hospital
YNHH	Hetherington, Pamela	MD	Child Psychiatry	Cornell Scott - Hill Health Center
YNHH	Hiatt, Bonnie	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Hickey, John	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Higgins, Susan	MD	Therapeutic Radiology	YUSM Department of Therapeutic Radiology/Smilow Cancer Hospital
YNHH	Highman, Henry	PA	Internal Medicine	Yale Cardiology
YNHH	Hilbert, Janet	MD	Internal Medicine	YNHH Sleep Medicine Center
YNHH	Hill, Robert	APRN	Internal Medicine	YUSM Section of Infectious Diseases
YNHH	Hiller, Lauren	PA	Internal Medicine	Gastroenterology Center of Connecticut
YNHH	Hillis, Lynne	MD	Internal Medicine	West Haven Medical Group
YNHH	Hillman, Bernadette	MD	Pediatrics	YUSM Section of Neonatology
YNHH	Hills, Oscar	MD	Psychiatry	
YNHH	Hills, Susannah	MD	Surgery	CT Pediatric Otolaryngology
YNHH	Hillsman, Regina	MD	Orthopedics	
YNHH	Hilton, Lisa	MD	Surgery	YUSM Section of Surgical Gastroenterology
YNHH	Hinchey, Chelsea	APRN	Psychiatry	YUSM Department of Psychiatry
YNHH	Hinchey, Jenna	APRN	Surgery	YUSM Section of Trauma & Critical Care
YNHH	Hindinger, Kasey	APRN	Surgery	Y-NHH Smilow Cancer Hospital, Multispecialty Care Center
YNHH	Hines, Roberta	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Hipona, Rene	MD	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Hirokawa, Ronald	MD	Surgery	Southern New England ENT
YNHH	Hirsch, Lawrence	MD	Neurology	YUSM Department of Neurology
YNHH	Hirschman, Allison	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Hittelman, Adam	MD, PhD	Urology	YNHH Pediatric Specialty Clinic
YNHH	Hobbie, Robert	MD	Pediatrics	Pediatric Healthcare Associates
YNHH	Hochreiter, Daniela	MD	Pediatrics	YUSM Department of Pediatrics
YNHH	Hochstadt, Judith	MD	Pediatrics	Pediatric Healthcare Associates
YNHH	Hochster, Howard	MD	Internal Medicine	YUSM Section of Oncology, Smilow Cancer Hospital
YNHH	Hoefler, Ann	MD	Pediatrics	Guilford Pediatrics
YNHH	Hoffer, Lisa	APRN	Therapeutic Radiology	Yale-New Haven Smilow Cancer Hospital
YNHH	Hoffman, Ellen	MD, PhD	Child Psychiatry	Yale Child Study Center
YNHH	Hoffman, Pamela	MD	Psychiatry	YNHH Saint Raphael Campus Department of Psychiatry



YNHH	Hofstatter, Erin	MD	Internal Medicine	YUSM Section of Oncology
YNHH	Hogan, Mary Jane	MD	Pediatrics	Trumbull Pediatric Specialty Center
YNHH	Hoggatt, Tracey	APRN	Pediatrics	Bridgeport Hospital
YNHH	Holdsworth, Sarah	APRN	Surgery	Ear, Nose & Throat Medical and Surgical
YNHH	Holland, Eliza	CNM	Obstetrics & Gynecology	Women's Health Associates, LLC
YNHH	Hollingsworth, Bevan	DPM	Podiatry	New Haven Podiatry Associates, L.L.P.
YNHH	Holmes, Brittany	APRN	Pediatrics	YUSM Section of Genetics
YNHH	Holmes, Katherine	APRN	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Holt, Christina	APRN	Internal Medicine	YUSM Section of General Medicine
YNHH	Holt, Elizabeth	MD	Internal Medicine	YUSM Section of Endocrinology
YNHH	Holt, Stephen	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus Department of Medicine, Primary Care Residency
YNHH	Holtz, Stacy	PA	Orthopedics	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Holtz-Eakin, Eleanor	PA	Pediatrics	YUSM Section of Neonatology
YNHH	Holtzman, Phyllis	MD	Pediatrics	Gales Ferry Pediatrics - NEMG
YNHH	Homa, Thomas	MD	Pediatrics	Pediatric Healthcare Associates
YNHH	Homer, Robert	MD, PhD	Pathology	YUSM Department of Pathology
YNHH	Hommel, Mark	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Hong, Jin Ki	MD	Anesthesiology	Bridgeport Anesthesia Assoc
YNHH	Hong, Xiaoming	MD	Internal Medicine	Village Medical Associates
YNHH	Hong-Curtis, JoAnn	MD	Internal Medicine	Connecticut Gastroenterology Consultants
YNHH	Honiden, Shyoko	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Honig, Stanton	MD	Urology	YNH Urology Center
YNHH	Honigsberg, Elizabeth	MD	Surgery	General Surgeons Greater Bridgeport
YNHH	Hood, Douglas	PA	Neurology	Neurological Associates of New Haven
YNHH	Hooley, Regina	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Hoq, Sheikh	MD	Internal Medicine	Bridgeport Hospital
YNHH	Hoque, Rafaz	MD	Internal Medicine	YUSM Section of Gastroenterology
YNHH	Horblitt, Gary	DDS	Dentistry	Gary E. Horblitt, D.D.S.
YNHH	Horowitz, Nina	MD	Surgery	Y-NHH Smilow Cancer Hospital
YNHH	Horvath, Laura	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Hossin, Tania	APRN	Urology	YUSM Department of Urology
YNHH	Hotchkiss, Mark	MD	Internal Medicine	Connecticut Kidney Center, LLC
YNHH	Hovagim, Lisa	CRNA	Anesthesiology	YUSM Department of Anesthesiology - Saint Raphael Campus
YNHH	Howard, Martha	MD	Ophthalmology	Pediatric Eye Care

YNHH	Howe, John	PhD	Laboratory Medicine	YUSM Department of Laboratory Medicine
YNHH	Howell, Benjamin	MD	Internal Medicine	Yale-New Haven Hospital Saint Raphael Campus
YNHH	Howes, Christopher	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Hoxie, Kristen	PA	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Hricz-Borges, Linda	PA	Internal Medicine	Yale-New Haven Transplant Center
YNHH	Hrycelak, Michael	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Hsia, Henry	MD	Surgery	YUSM Section of Plastic Surgery
YNHH	Hsiao, Allen	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Hsu, Bruce	MD	Orthopedics	Gaylord Hospital
YNHH	Hsu, Florence	MD	Internal Medicine	YUSM Section of Allergy and Immunology
YNHH	Huang, John	MD	Ophthalmology	Eye Disease Consultants
YNHH	Hubbard, Matthew	MD, MS	Surgery	YUSM Section of Surgical Gastroenterology
YNHH	Huber, Steffen	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology and Biomedical Imaging
YNHH	Hudnall, Stanley	MD	Pathology	YUSM Department of Pathology
YNHH	Hudoba, Christine	APRN	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Huen, Sarah	MD	Internal Medicine	YUSM Section of Nephrology
YNHH	Hughes, Terence	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Hui, Pei	MD, PhD	Pathology	YUSM Department of Pathology
YNHH	Hull, Sarah	MD	Internal Medicine	Take Heart Cardiovascular Health Center
YNHH	Humbles, Payal	APRN	Surgery	YUSM Section of Trauma & Critical Care
YNHH	Humphrey, Peter	MD	Pathology	YUSM Department of Pathology
YNHH	Hunt, William	MD	Internal Medicine	Nephrology Associates, PC
YNHH	Huntington, Scott	MD, PhD	Internal Medicine	YUSM Section of Oncology
YNHH	Huot, Stephen	MD	Internal Medicine	YNHH Adult PCC
YNHH	Hurd, Karen	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Hurney, Lee	DPM	Podiatry	Branford Podiatry Center
YNHH	Hurwitz, Michael	MD	Internal Medicine	YUSM Section of Oncology
YNHH	Husain, Zain	MD	Therapeutic Radiology	YUSM Department of Therapeutic Radiology
YNHH	Hussain, Isma	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Huszar, Gabor	MD	Obstetrics & Gynecology	YUSM Section of Reproductive Endocrinology
YNHH	Hutchinson, Gordon	MD	Internal Medicine	YUSM Section of Rheumatology
YNHH	Hutchinson, Karen	MD	Internal Medicine	Bridgeport Hospital
YNHH	Hutchinson, Natasha	PA	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Huttler, Craig	MD	Obstetrics & Gynecology	Generations Obstetrics and Gynecology, PC
YNHH	Huttner, Anita	MD	Pathology	YUSM Department of Pathology

YNHH	Huvelle, Peter	MD	Internal Medicine	Solo Practice
YNHH	Hwang, David	MD	Neurology	YUSM Department of Neurology
YNHH	Hyde, Anne	APRN	Pediatrics	Bridgeport Hospital
YNHH	Hymel, Nicole	CRNA	Anesthesiology	YUSM Department of Anesthesiology - Saint Raphael Campus
YNHH	Iacomacci, Aimee	SA	Ophthalmology	New England Retina Associates
YNHH	Idelson, Douglas	MD	Pediatrics	Yale Health Plan
YNHH	Iftikhar, Asma	MD	Internal Medicine	Milford Hospital
YNHH	Igboeli, Chinyere	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Ikeda, Margaret	MD	Pediatrics	Park Street Pediatrics
YNHH	Ikediobi, Uchenna	MD, MPH	Internal Medicine	YUSM Section of Infectious Diseases
YNHH	Ikekpeazu, Ngozi	APRN	Internal Medicine	Internal Med. Of Greater New Haven
YNHH	Ikekpeazu, Nkemakonam	MD	Surgery	Nkem Ikekpeazu, M.D., LLC
YNHH	Ikuta, Kevin	MD	Internal Medicine	YNHH Adult PCC
YNHH	Illick, Christopher	MD	Internal Medicine	Digestive Disease Associates
YNHH	Illuzzi, Jessica	MD	Obstetrics & Gynecology	YUSM Department of OB/GYN and Reproductive Sciences
YNHH	Imaeda, Avlin	MD, PhD	Internal Medicine	VA Connecticut
YNHH	Imaeda, Suguru	MD	Dermatology	Yale Dermatology Associates
YNHH	Imevbore, Michael	MD	Internal Medicine	Connecticut Pulmonary Specialists, P.C.
YNHH	Imevbore, Olutayo	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Indes, Jodi	MD	Internal Medicine	Shoreline Internal Medicine
YNHH	Insogna, Karl	MD	Internal Medicine	YUSM Section of Endocrinology
YNHH	Inzucchi, Silvio	MD	Internal Medicine	YUSM Section of Endocrinology
YNHH	Ionescu, Costin	MD, PhD	Internal Medicine	Yale Cardiology
YNHH	Ionescu, Simina	MD	Internal Medicine	West Haven Medical Group
YNHH	Ionita, Cristian	MD	Pediatrics	YNHH Pediatric Specialty Clinic
YNHH	Ip, Bik-Yin	MD, MS	Pediatrics	Child-Adolescent Healthcare
YNHH	Ippolito, Carmen	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Ippolito, Raymond	MD	Surgery	Solo Practice
YNHH	Irani, Roxanna	MD, PhD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Irby, Ceasar	DPM	Podiatry	Mill Hill Surgical Associates
YNHH	Irving, John	MD	Orthopedics	The Orthopaedic Group, division of Connecticut Orthopaedic Specialists
YNHH	Ishibe, Shuta	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Israel, Gary	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Isufi, Iris	MD	Internal Medicine	YUSM Section of Hematology

YNHH	Ivy, Michael	MD	Surgery	Bridgeport Hospital
YNHH	Jabuonski, Thiago	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Jacko, Marissa	PA	Urology	YUSM Section of Trauma & Critical Care
YNHH	Jackson, Tamiko	MD	Pediatrics	NH Pedi & Adolescent Medical Services
YNHH	Jacob, Jobey	MD	Pediatrics	West Haven Pediatrics
YNHH	Jacob, Seby	MD	Internal Medicine	Internal Med. Of Greater New Haven
YNHH	Jacobs, Harris	MD	Pediatrics	Bridgeport Hospital
YNHH	Jacobson, Linda	APRN	Pediatrics	Complete Pediatrics, P.C.
YNHH	Jacoby, Daniel	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Jacoby, Steven	MD	Internal Medicine	Yale Cardiology
YNHH	Jacoby, Wendy	MD	Dermatology	Associates in Medical & Cosmetic Dermato
YNHH	Jacques, Ismaele	APRN	Internal Medicine	YUSM Section of Oncology
YNHH	Jadbabaie, Farid	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Jaffe, David	MD	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Jain, Dhanpat	MD	Pathology	YUSM Department of Pathology
YNHH	Jakab, Sofia	MD	Internal Medicine	YUSM Section of Gastroenterology
YNHH	Jalkut, Susanna	MD	Pediatrics	Pediatric Healthcare Associates
YNHH	James, Edward	MD	Pediatrics	YUSM Section of Pediatric Neonatology
YNHH	Jamidar, Priya	MD	Internal Medicine	YUSM Section of Digestive Diseases
YNHH	Jastreboff, Ania	MD, PhD	Internal Medicine	YUSM Section of Pediatric Endocrinology
YNHH	Jauk, Mae Ann	APRN	Internal Medicine	Yale Cancer Center
YNHH	Jayanetti, Cindy	APRN	Pediatrics	East Haven Pediatrics, PC
YNHH	Jayasuriya, Sasanka	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Jean, Chrisnel	DO	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Jean, Sandie	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Jean-Baptiste, Michel	MD	Psychiatry	Michel Jean-Baptiste, M.D., L.L.C.
YNHH	Jencks, Priscilla	CNM	Obstetrics & Gynecology	Fair Haven Community Health Center
YNHH	Jenei, Peter	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Jennings, Jeffrey	MD	Pediatrics	Pediatric Medicine of Wallingford
YNHH	Jennings, Richard	CNM	Obstetrics & Gynecology	Women's Center
YNHH	Jensen, Peter	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Jevitt, Cecilia	CNM	Obstetrics & Gynecology	Yale School of Nursing Midwifery Practice
YNHH	Jockel, Kristen	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Johnson, Christa	MD	Pediatrics	Pediatric Care Assoc. of CT, P.C.
YNHH	Johnson, Dirk	MD	Surgery	YUSM Section of Trauma & Critical Care

YNHH	Johnson, Jennifer	APRN	Internal Medicine	YNHH Medical Critical Care
YNHH	Johnson, Keisha	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Johnson, Kevin	MD	Radiology & Biomedical Imaging	Yale Health Plan
YNHH	Johnson, Michael	DMD	Dentistry	Hamden Shoreline Oral & Maxillofacial Surgery
YNHH	Johnson, Michele	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Johnson, Philip	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Johnson, Randall	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Johnson, Raymond	MD, PhD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus - Haelen Center
YNHH	Johnson, Stefanie	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Johnson, Tameco	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Johnston, Lindsay	MD	Pediatrics	YUSM Section of Neonatology
YNHH	Johung, Kimberly	MD	Therapeutic Radiology	YUSM Department of Therapeutic Radiology
YNHH	Jokl, Peter	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Jolicoeur, Heather	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Jonas, Elizabeth	MD	Internal Medicine	YUSM Department of Endocrinology
YNHH	Jones, Maureen	APRN	Psychiatry	YNHH Saint Raphael Campus Department of Psychiatry
YNHH	Jorge Cabrera, Valerie	MD	Internal Medicine	YUSM Section of Nephrology
YNHH	Jou, Roger	MD, PhD	Child Psychiatry	Yale Child Study Center
YNHH	Joy, Sonia	MD	Psychiatry	Yale University Child Study Center
YNHH	Jubanyik-Barber, Karen	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Judson, Benjamin	MD	Surgery	YUSM Section of Otolaryngology
YNHH	Juergensen, Peter	PA	Internal Medicine	Metabolism Associates
YNHH	Julian, AnnMarie	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Julien, Natasha	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Jung, Lee	MD	Internal Medicine	NEMG - Southern CT Internal Medicine
YNHH	Juthani-Mehta, Manisha	MD	Internal Medicine	YUSM Section of Infectious Diseases
YNHH	Kacik, Stephanie	APRN	Internal Medicine	YUSM Section of Oncology
YNHH	Kadan-Lottick, Nina	MD	Pediatrics	YUSM Section of Pediatric Hematology/Onc
YNHH	Kahle, Kristopher	MD, PhD	Neurosurgery	YUSM Department of Neurosurgery - Smilow Pediatric Clinic
YNHH	Kalam, Sharmin	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Kaliannan, Krithica	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Kalinchak, Jillian	APRN	Internal Medicine	YUSM Section of Cardiology
YNHH	Kallen, Amanda	MD	Obstetrics & Gynecology	YUSM Section of Reproductive Endocrinology
YNHH	Kamal, Arshad	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Kaminer, Michael	MD	Dermatology	SkinCare Physicians

YNHH	Kaminsky, David	MD	Internal Medicine	Branford Internal Medicine, L.L.C.
YNHH	Kaml, Gary	MD	Surgery	YUSM Section of Trauma & Critical Care
YNHH	Kanade, Sandhya	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Kanade, Vasudev	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Kanaparthi, Naga Sasidhar	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Kandil, Sarah	MD	Pediatrics	YUSM Section of Pediatric Critical Care
YNHH	Kaner, Angelica	PhD	Psychiatry	
YNHH	Kang, Insoo	MD	Internal Medicine	YUSM Section of Rheumatology
YNHH	Kaplan, Jerrold	MD	Orthopedics	
YNHH	Kaplan, Michael	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Kaplan, Norman	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C
YNHH	Kapo, Jennifer	MD	Internal Medicine	YUSM Palliative Care
YNHH	Kapoor, Ajoy	MD	Internal Medicine	Connecticut Heart Group, P.C.
YNHH	Karas, David	MD	Surgery	CT Pediatric Otolaryngology
YNHH	Kardos, Steven	MD	Urology	Northeast Medical Group
YNHH	Karimi, Mohsen	MD	Surgery	YUSM Section of Pediatric Surgery - YNHH Children's Hospital
YNHH	Karkanitsa, Leonid	MD	Internal Medicine	Internal Med. Of Greater New Haven
YNHH	Karne, Anita	MD	Internal Medicine	Yale Health Plan
YNHH	Karnolt, Alan	SA	Ophthalmology	Connecticut Retina Consultants
YNHH	Karol, Ian	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Karsif, Brian	MD	Obstetrics & Gynecology	Yale-New Haven Hospital, Women's Center
YNHH	Kashani, Shabnam	MD	Obstetrics & Gynecology	Bridgeport Hospital
YNHH	Kashgarian, Michael	MD	Pathology	YUSM Department of Pathology
YNHH	Kashyap, Nitu	MD	Internal Medicine	YNHH Primary Care Center
YNHH	Kaslow, Jessica	APRN	Internal Medicine	Yale Internal Medicine Associates
YNHH	Kasper, Mark	MD	Internal Medicine	Internal Medicine of East Haven
YNHH	Katoch, Anamika	MD	Internal Medicine	Y-NHH Smilow Cancer Hospital - Waterbury
YNHH	Katz, David	MD	Internal Medicine	Griffin Hospital
YNHH	Katz, Lee	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Katz, Martin	MD	Internal Medicine	Y-NHH Smilow Cancer Care Center
YNHH	Katz, Samuel	MD, PhD	Pathology	YUSM Department of Pathology
YNHH	Kauffman, Tanya	PA	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Kaufman Scher, Jonathan	APRN	Radiology & Biomedical Imaging	YUSM Department of Radiology and Biomedical Imaging
YNHH	Kaufman, David	MD	Internal Medicine	Northeast Medical Group
YNHH	Kaufman, Jeremy	MD	Urology	Urological Associates of Bridgeport, PC



YNHH	Kaufman, Richard	MD	Internal Medicine	Quinnipiac Medical of Branford, LLC
YNHH	Kaump, Randall	MD	Obstetrics & Gynecology	Greater New Haven OB/GYN
YNHH	Kaushal, Neelima	MD	Obstetrics & Gynecology	
YNHH	Kayani, Sohail	MD	Pediatrics	
YNHH	Kaye, Adam	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Kaye, Alan	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Kayne, Richard	MD	Internal Medicine	Cheshire Endocrinology and Internal Medicine
YNHH	Kaza, Ravi	MD	Obstetrics & Gynecology	Yale-New Haven Hospital, Women's Center
YNHH	Kazi, Azimuddin	MD	Pediatrics	Neurological Specialists, P.C.
YNHH	Kazmierczak, Barbara	MD	Internal Medicine	YUSM Section of Infectious Disease
YNHH	Keane, Kimberly	PA	Orthopedics	Center for Orthopaedics
YNHH	Keanna, Craig	MD	Pediatrics	Pediatric & Adolescent Medicine, P.C.
YNHH	Kearney, Denise	MD	Internal Medicine	Advanced Allergy and Immunology and Asthma
YNHH	Keck, Douglas	DMD	Dentistry	Pediatric Dentistry Associates, LLC
YNHH	Keggi, Kristaps	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Keizerweerd, Michelle	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Kejner, Alexandra	MD	Surgery	YUSM Section of Otolaryngology
YNHH	Kelleher, Michael	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Kelley, Georgia	MD	Internal Medicine	Medical Associates of North Haven
YNHH	Kelley, John	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C
YNHH	Kelley, Kathleen	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Kellner, Daniel	MD	Urology	YUSM Department of Urology
YNHH	Kempton, James	MD	Ophthalmology	Yale Eye Center
YNHH	Kenkare, Zadia	MD	Internal Medicine	Internal Medicine of Clinton, L.L.C.
YNHH	Kennedy, Christine	MD	Pediatrics	Branford Pediatrics & Allergy
YNHH	Kennedy, Karen	MD	Pediatrics	Franklin Medical Group, P.C.
YNHH	Kennedy, Katherine	MD	Psychiatry	
YNHH	Kenney, Patrick	MD	Urology	YUSM Department of Urology
YNHH	Kent, Michael	MD	Pediatrics	YUSM Department of Pediatrics
YNHH	Kent, Risa	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Ker, Zhong Yang Belinda	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Kerins, Gerard	MD	Internal Medicine	Yale-New Haven Hospital Saint Raphael Campus
YNHH	Kernan, Walter	MD	Internal Medicine	YUSM Section of General Medicine
YNHH	Kerwin, Gail	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Ketchersid, Kimberlee	PA	Internal Medicine	NEMG - Y-NHH Hospitalists

YNHH	Ketner, David	MD	Ophthalmology	Yale Eye Center
YNHH	Keung, Benison	MD	Neurology	YUSM Department of Neurology
YNHH	Key, Jonathan	DPM	Podiatry	Connecticut Foot & Ankle Associates
YNHH	Khachane, Vasant	MD	Surgery	Heart Care Associates of Connecticut, L.L.C.
YNHH	Khan, Sajid	MD	Surgery	Bridgeport Hospital
YNHH	Khan, Shaukat	MD	Psychiatry	Yale Behavioral Health Services at Hamden
YNHH	Khodzinsky, Roman	MD	Internal Medicine	Internal Med. Of Greater New Haven
YNHH	Khokha, Mustafa	MD	Pediatrics	YUSM Department of Pediatrics
YNHH	Khokhar, Babar	MD	Neurology	YUSM Department of Neurology
YNHH	Khurana, Anjali	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Kibbey, Richard	MD, PhD	Internal Medicine	Yale Health Plan
YNHH	Kidwai, Wajih Zaheer	MD	Internal Medicine	Y-NHH Smilow Cancer Care Center
YNHH	Kier, Ruben	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Killam, Jonathan	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Killelea, Brigid	MD	Surgery	YUSM Section of Surgical Oncology
YNHH	Kim, Hyun	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Kim, Hyun Jung	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Kim, Jennifer	MD	Radiology & Biomedical Imaging	Yale Diagnostic Radiology
YNHH	Kim, Joseph	MD	Internal Medicine	Y-NHH Smilow Cancer Hospital
YNHH	Kim, Jung	MD	Pathology	YUSM Department of Pathology
YNHH	Kim, Nancy	MD, PhD	Internal Medicine	Yale/YNHH Center for Outcomes Research and Evaluation (CORE)
YNHH	Kim, Robert	MD	Internal Medicine	Nephrology Associates, PC
YNHH	Kim, Tae Kon	MD	Internal Medicine	YUSM Section of Oncology
YNHH	Kim, Young	MD	Pathology	Bridgeport Hospital
YNHH	Kimberly, Thomas	APRN	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	King, Brett	MD, PhD	Dermatology	Yale Dermatology Associates
YNHH	King, Brian	MD	Surgery	Connecticut Vascular & Thoracic Surgical Associates, P.C.
YNHH	King, Robert	MD	Child Psychiatry	Yale University Child Study Center
YNHH	King, Yiming	DMD	Dentistry	Advanced Endodontics of New Haven
YNHH	Kingsly, Kenneth	MD	Urology	NEMG Urology
YNHH	Kinney, Daniel	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Kinsella, Karalyn	MD	Pediatrics	Pediatric Associates of Cheshire, P.C.
YNHH	Kinzler, Rachel	APRN	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Kipperman, Harry	MD	Pediatrics	Milford Pediatric Group

YNHH	Kirsch, Jonathan	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Kishinevsky, Anya	MD	Surgery	Aesthetic Surgery Center of Connecticut
YNHH	Kissane, Ryan	PA	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Kissel, Margaret	MD	Pediatrics	Pediatric Healthcare Assoc.
YNHH	Kisson, Richard	PA	Surgery	YUSM Section of Cardiac Surgery
YNHH	Klauser, Jeffrey	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C
YNHH	Klegar, Eunjie	MD	Psychiatry	Greenwich Hospital
YNHH	Klein, Nomigly	PA	Orthopedics	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Klein, Wendy	MD	Ophthalmology	Ophthalmic Associates, P.C.
YNHH	Kleinstein, Judy	MD	Internal Medicine	NEMG - Southern CT Internal Medicine
YNHH	Kliger, Alan	MD	Internal Medicine	Metabolism Associates
YNHH	Kliman, Harvey	MD, PhD	Obstetrics & Gynecology	YUSM Section of Reproductive Endocrinology
YNHH	Klingensmith, Katherine	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Kluger, Harriet	MD	Internal Medicine	YUSM Section of Oncology, Smilow Cancer Hospital
YNHH	Klugman, Jeffrey	MD	Psychiatry	Atlantic Health Services, P.C.
YNHH	Knaggs, Shannon	APRN	Pediatrics	Y-NHH, St. Raphael Campus
YNHH	Knauert, Melissa	MD, PhD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Kneen, Jessyca	PA	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Knight, Herbert	MD	Internal Medicine	Take Heart Pulmonary Care
YNHH	Knill-Selby, Elspeth	APRN	Surgery	Y-NHH Smilow Cancer Hospital
YNHH	Knispel, Jeffrey	MD	Dermatology	YNHH Primary Care Center
YNHH	Knobelman, Richard	MD	Radiology & Biomedical Imaging	Yale-New Haven Hospital - Temple Radiology
YNHH	Knoll, Laurence	MD	Internal Medicine	Solo Practice
YNHH	Knowlton, Arthur	MD	Therapeutic Radiology	Radiation Oncology Specialists of Southern Connecticut
YNHH	Knowlton, Christin	MD	Therapeutic Radiology	Yale-New Haven Hospital, Saint Raphael Campus, Hamden
YNHH	Knudson, Joann	MD	Obstetrics & Gynecology	Yale Health Plan
YNHH	Ko, Christine	MD	Dermatology	Yale Dermatology Associates
YNHH	Kochan, Charles	MD	Internal Medicine	Yale-New Haven Hospital Rehabilitation and Wellness Center at Milford Hospital
YNHH	Kodaman, Pinar	MD, PhD	Obstetrics & Gynecology	YUSM Section of Reproductive Endocrinology
YNHH	Koenig, Kathleen	APRN	Child Psychiatry	Yale University Child Study Center
YNHH	Koff, Jonathan	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Kohari, Katherine	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Kohilakis, Roxanne	AuD	Surgery	Yale Hearing and Balance Center
YNHH	Kohli-Pamnani, Anita	MD	Internal Medicine	Allergy, Asthma & Immunology Center, LLC

YNHH	Kohn, Donald	DDS	Dentistry	Pediatric Dentistry Associates, LLC
YNHH	Kokalari, Jennifer	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Kolanovic, Megan	PA	Surgery	YUSM Department of Surgery
YNHH	Kolb, Luis	MD	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Kole, Lauren	MD	Dermatology	YUSM Department of Dermatology
YNHH	Kombo, Ninani	MD	Ophthalmology	YUSM Department of Ophthalmology
YNHH	Komosinski, Samantha-Josephine	SA	Ophthalmology	New England Retina Associates
YNHH	Kondor, Melanie	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Kong, Colin	DMD	Dentistry	Pediatric Dentistry Associates, LLC
YNHH	Konstantinova, Nina	MD	Internal Medicine	
YNHH	Koo, Brian	MD	Neurology	YUSM Department of Neurology
YNHH	Kopel, Dawn	MD	Obstetrics & Gynecology	Greater New Haven OB/GYN
YNHH	Kopf, Gary	MD	Surgery	YUSM Section of Cardiac Surgery
YNHH	Koral, Alexander	MD	Pediatrics	YUSM Department of Pediatrics
YNHH	Korn, Michael	PA	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Kortmansky, Jeremy	MD	Internal Medicine	Y-NHH Smilow Cancer Care Center
YNHH	Kosack, Andrea	PA	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Koskinas, Christina	PA	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Koslosky, Kourtney	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Kostina, Yanina	MD	Ophthalmology	The Eye Care Group
YNHH	Kota, Ajay	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Koumpouras, Fotios	MD	Internal Medicine	North Haven Walk-in Clinic
YNHH	Kovacevic, David	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Kovachev, Georgi	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Koval, Nancy	APRN	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Kovar, Emily	MD	Pediatrics	Pediatrics Plus, P.C.
YNHH	Kovar, Jeffrey	MD	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Kowalski, Diane	MD	Pathology	YUSM Department of Pathology
YNHH	Kowalsky, Kaitlin	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Kozal, Michael	MD	Internal Medicine	YUSM Section of Infectious Disease, AIDS Program
YNHH	Koziel, Jeannette	APRN	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Koziol-Dube, Kasia	MD	Pediatrics	Pediatric & Adolescent Medicine, P.C.
YNHH	Kra, Siegfried	MD	Internal Medicine	Internal Med. Of Greater New Haven
YNHH	Kraft, Michael	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Kramer, Clifford	MD	Internal Medicine	Cardiovascular Physicians & Consultants

YNHH	Kramer, Kenneth	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C
YNHH	Krantz, James	DPM	Podiatry	Milford Podiatry Associates, P.C.
YNHH	Krause, Diane	MD, PhD	Laboratory Medicine	YUSM Department of Pathology/Lab Med
YNHH	Krauss, Ronald	CNM	Obstetrics & Gynecology	Ob, Gyn & Menopause Physicians, PC
YNHH	Kremer, Jo	MD	Psychiatry	
YNHH	Kressley, Andrew	DMD	Dentistry	Shoreline Oral & Maxillofacial Surgeons, PC
YNHH	Kressley, Elisabeth	MD	Child Psychiatry	Elisabeth M. Kressley, M.D.
YNHH	Krichavsky, Marc	MD	Internal Medicine	Cardiac Specialists, P.C.
YNHH	Kriegel, Martin	MD	Internal Medicine	YUSM Section of Rheumatology
YNHH	Krishna, Nikolas	MD	Internal Medicine	Yale-New Haven Hospital Rehabilitation and Wellness Center at Milford Hospital
YNHH	Kronstadt, Kenneth	DMD	Dentistry	YNHH Department of Dentistry
YNHH	Kruger, Nathan	MD	Internal Medicine	Yale Cardiology
YNHH	Krumholz, Harlan	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Kryger, Meir	MD	Internal Medicine	West Haven VA Medical Center
YNHH	Krystal, John	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Kuhn, Sharon	MD	Pediatrics	Children's Medical Group, LLC
YNHH	Kulkarni, Sanjay	MD	Surgery	YUSM Section of Transplantation
YNHH	Kulon, Michal	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Kumar, Babu	MD	Internal Medicine	Family and Internal Medicine of Dixwell Avenue, LLC
YNHH	Kumar, Chandrika	MD	Internal Medicine	YUSM Section of Geriatric Medicine
YNHH	Kumar, McLynn	APRN	Internal Medicine	New Haven Rheumatology, P.C.
YNHH	Kumar, Prathibha	MD	Internal Medicine	Family and Internal Medicine of Dixwell Avenue, LLC
YNHH	Kumar, Yogesh	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Kumaraswami, Rajesh	MD	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Kunkes, Steven	MD	Internal Medicine	Cardiac Specialists, P.C.
YNHH	Kupfer, Gary	MD	Pediatrics	YUSM Section of Pediatric Hematology/Onc
YNHH	Kurian, Sherlet	MD	Pediatrics	Branford Pediatrics & Allergy
YNHH	Kurup, Viji	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Kuruvilla, Deena	MD	Neurology	YUSM Department of Neurology
YNHH	Kveton, John	MD	Surgery	Ear, Nose & Throat Medical and Surgical
YNHH	Kwitken, Pamela	MD	Pediatrics	Allergy, Asthma & Immunology Center, LLC
YNHH	Kwok, Patrick	MD	Orthopedics	Orthopaedic Specialty Group
YNHH	Kwon, Lawrence	MD	Internal Medicine	Yale-New Haven Hospital Rehabilitation and Wellness Center at Milford Hospital

YNHH	Kwon, Soo Hyun	MD	Pediatrics	YUSM Section of Pediatric Neonatology
YNHH	Kyle, Robert	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Kyrcz, Robert	MD	Internal Medicine	Guilford Family Practice
YNHH	Labib, Kristy	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	LaCerva, Joann	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Lacka, Iwona	MD	Internal Medicine	NEMG - YNH Geriatric Services
YNHH	Lacoske, Jennifer	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Lacy, Jill	MD	Internal Medicine	YUSM Section of Oncology
YNHH	Lagarde, Suzanne	MD	Internal Medicine	Fair Haven Community Health Center
YNHH	Lagasse, Robert	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Lagliva, Marie	SA	Ophthalmology	New England Retina Associates
YNHH	Lai, James	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Laifer, Julie	MD	Obstetrics & Gynecology	Southport Women's Care
YNHH	Laifer, Steven	MD	Obstetrics & Gynecology	Bridgeport Hospital
YNHH	Lakhani, Saquib	MD	Pediatrics	YUSM Section of Pediatric Critical Care
YNHH	LaLiberte, Shelli	CRNA	Anesthesiology	YUSM Department of Anesthesiology - Saint Raphael Campus
YNHH	Lalonde, Michael	PA	Surgery	YUSM Section of Cardiac Surgery
YNHH	Lam, Si-hoi	MD	Internal Medicine	Si-hoi Lam, M.D., L.L.C.
YNHH	Lamacchia, Amy	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	LaMastra, Philip	MD	Obstetrics & Gynecology	Bridgeport Hospital
YNHH	Lamba, Amarjit	MD	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Lambe, Elizabeth	APRN	Surgery	YNHH Heart and Vascular Center
YNHH	Lambie-Parise, Carol	APRN	Obstetrics & Gynecology	Women's Center
YNHH	Lampert, Rachel	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Landau, Jeffrey	MD	Child Psychiatry	
YNHH	Landesman, Barbara	MD	Neurology	American Neuromonitoring Associates, PC
YNHH	Landis, Robert	MD	Pediatrics	Pediatric Healthcare Associates
YNHH	Landry, Marie	MD	Laboratory Medicine	YUSM Department of Laboratory Medicine
YNHH	Lang, Robert	MD	Internal Medicine	Robert Lang, M.D., P.C.
YNHH	Langberg, Blaine	DMD	Dentistry	
YNHH	Langberg, Karl	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Langdon, Robert	MD	Dermatology	Shoreline Dermatology
YNHH	Langeland, Rolf	MD	Orthopedics	Orthopaedic Specialty Group
YNHH	Langer, Victoria	APRN	Pediatrics	YUSM Section of Pediatric Neonatology
YNHH	Langhan, Melissa	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine



YNHH	Lannin, Donald	MD	Surgery	Y-NHH Smilow Cancer Hospital Breast Center
YNHH	Lansky, Alexandra	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	LaPorta, Anna	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Lariviere, Serena	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Larrison, Wayne	MD	Ophthalmology	Connecticut Retina Consultants
YNHH	Larsen, Christina	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Lasala, Johanna	MD	Internal Medicine	Smilow Cancer Hospital, Orange Care Center
YNHH	Laser, Mark	MD	Obstetrics & Gynecology	Womens Health Care LLC
YNHH	Laskin, William	MD	Pathology	Bridgeport Hospital
YNHH	Latich, Igor	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Laub, Dori	MD	Psychiatry	Dori Laub
YNHH	Laudano, Andrea	APRN	Neurosurgery	YUSM Department of Neurosurgery Oncology
YNHH	Laugel, Karen	MD	Pediatrics	Pediatric Care Assoc. of CT, P.C.
YNHH	Laurans, Maxwell	MD	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Laurans, Monika	PA	Neurology	Y-NHH Smilow Cancer Center Section of Neuro Oncology
YNHH	Lavallee, Robert	MD	Pediatrics	Childrens Medical Associates
YNHH	Lavi, Nimrod	MD	Internal Medicine	Arrhythmia Center of Connecticut
YNHH	Lawrence, Eileen	MD	Pediatrics	Shoreline Pediatric & Adoles. Medicine(ProHealth Physicians)
YNHH	Lawrence, Fraser	MD	Internal Medicine	Shoreline Internal Medicine
YNHH	Lawrence-Riddell, Jane	APRN	Pediatrics	Pediatric & Medical Associates
YNHH	Lazarides, Lazaros	MD	Internal Medicine	West Haven Medical Group, LLC
YNHH	Le, Karen	PhD	Surgery	YUSM Section of Otolaryngology
YNHH	Le, Maura	MD	Internal Medicine	Branford Internal Medicine, L.L.C.
YNHH	Leake, David	PA	Orthopedics	Center for Orthopaedics
YNHH	Leapman, Michael	MD	Urology	YUSM Department of Urology
YNHH	Lebowitz, Alan	MD	Internal Medicine	Alan Lebowitz, M.D., P.C.
YNHH	Lebson, Robert	MD	Internal Medicine	Internal Med. Of Greater New Haven
YNHH	Leckman, James	MD	Child Psychiatry	Yale University Child Study Center
YNHH	Lee, Alfred	MD, PhD	Internal Medicine	YUSM Section of Oncology
YNHH	Lee, Amanda	CRNA	Anesthesiology	YUSM Department of Anesthesiology - Saint Raphael Campus
YNHH	Lee, Andrea	PA	Surgery	YUSM Section of Trauma & Critical Care
YNHH	Lee, Eunice	DMD	Dentistry	YNHH Pediatric Dentistry Center
YNHH	Lee, Forrester	MD	Internal Medicine	Yale Center for Advanced Heart Failure and Transplantation
YNHH	Lee, Grace	MD	Internal Medicine	YUSM Section of Endocrinology
YNHH	Lee, Helen	MD	Internal Medicine	NEMG - Y-NHH Hospitalists

YNHH	Lee, Hochang	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Lee, Kay	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Lee, Patty	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Lee, Vivian	PA	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Lee, Yoonjeong	APRN	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Leffell, David	MD	Dermatology	Yale Dermatologic Surgery
YNHH	Lefkowitz, Rafael	MD	Internal Medicine	YUSM Section of Occupational Medicine
YNHH	Lei, Pei Juan	MD	Pediatrics	Pediatrics and Adolescent Medicine, P.C.
YNHH	Leinhardt, Kathryn	MD	Internal Medicine	Yale Health Plan
YNHH	Lemley, Mary	APRN	Pediatrics	Fair Haven Community Health Center
YNHH	Lempit, Sylvia	APRN	Surgery	YUSM Organ Transplantation Center
YNHH	Lendler, Amanda	CNM	Obstetrics & Gynecology	OB/GYN & Infertility Group
YNHH	Lenox, Raymond	APRN	Internal Medicine	YUSM Section of Hematology
YNHH	Leonard, David	PA	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Leonard-Pasley, Kevin	PA	Orthopedics	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Leonova, Maria	DO	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Lerner, Seth	MD	Dermatology	Adult & Pediatric Dermatology Specialists, P.C.
YNHH	Leslie, Michael	DO	Orthopedics	YUSM Department of Orthopedics
YNHH	Lesser, Robert	MD	Ophthalmology	The Eye Care Group
YNHH	Lettera, James	MD	Surgery	Connecticut Vascular & Thoracic Surgical Associates, P.C.
YNHH	Levada, Andrew	MD	Ophthalmology	The Eye Care Group
YNHH	Leventhal, John	MD	Pediatrics	Primary Care Center
YNHH	Leventhal, Jonathan	MD	Dermatology	Yale Dermatology - Branford
YNHH	Leventhal, Seth	PA	Internal Medicine	Yale Cardiology
YNHH	Levesque, Paul	MD	Radiology & Biomedical Imaging	Yale Diagnostic Radiology - St. Raphael Campus
YNHH	Levi, Angelique	MD	Pathology	YUSM Department of Pathology
YNHH	Levin, Flora	MD	Ophthalmology	Y-NHH Smilow Cancer Hospital Multispecialty Care Center
YNHH	Levin, Richard	MD	Surgery	Richard A. Levin, M.D., Lawrence J. Fliegelman, M.D., LLC
YNHH	Levine, Steven	MD	Surgery	ENT and Allergy Associates, P.C.
YNHH	Levinson, David	DO	Ophthalmology	Eye Physicians & Surgeons
YNHH	Levit, Orly	MD	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Levy, Harold	MD	Internal Medicine	Harold D. Levy, MD. PC
YNHH	Levy, Susan	MD	Pediatrics	Child Neurology Associates, L.L.P.
YNHH	Lewis, Amy	MD	Dermatology	

YNHH	Lewis, Robert	MD	Internal Medicine	Cardiovascular Physicians & Consultants
YNHH	Lewoc, Rayna	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Li, Jinlei	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Li, Ting	MD	Internal Medicine	Cardiology Associates of Norwich
YNHH	Liapakis, AnnMarie	MD	Internal Medicine	
YNHH	Liben, Eric	MD	Internal Medicine	Medical Associates of North Haven
YNHH	Liberatore, Janine	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Lichtor, J.	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Liebler, Brian	MD	Pediatrics	Pediatric Associates of Cheshire, P.C.
YNHH	Lieponis, Jonas	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C.
YNHH	Ligham, Dwight	MD	Anesthesiology	Advanced Diagnostic Pain Treatment Center
YNHH	Likier, Howard	MD	Internal Medicine	Gastroenterology Center of New England
YNHH	Lilenbaum, Rogerio	MD	Internal Medicine	Y-NHH Smilow Cancer Hospital
YNHH	Lim, Edward	MD	Ophthalmology	Edward S. Lim M.D, LLC
YNHH	Lim, Joseph	MD	Internal Medicine	YUSM Section of Digestive Diseases
YNHH	Lim, Su Hsien	MD	Internal Medicine	Y-NHH Smilow Cancer Care Center
YNHH	Lima, David	MD	Obstetrics & Gynecology	Greater New Haven OB/GYN
YNHH	Lin, Ben	MD, PhD	Internal Medicine	YUSM Section of Cardiology
YNHH	Lin, Foong-Yi	MD	Pediatrics	Gales Ferry Pediatrics - NEMG
YNHH	Linden, Robert	MD	Internal Medicine	YUSM Office of Education
YNHH	Lindskog, Dieter	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Lipcan, Michael	MD	Internal Medicine	Connecticut Gastroenterology Consultants
YNHH	Lipkind, Heather Sue	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Lipow, Kenneth	MD	Neurosurgery	Connecticut Neurosurgical Specialists, P.C.
YNHH	Lipshaw, Matthew	MD	Pediatrics	YNHH Pediatric PCC
YNHH	Lipska, Kasia	MD	Internal Medicine	Yale Diabetes Center
YNHH	Lischuk, Andrew	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Lister, George	MD	Pediatrics	YUSM Section of Pediatric Critical Care
YNHH	Litkouhi, Babak	MD	Obstetrics & Gynecology	Y-NHH Smilow Gynecologic Oncology
YNHH	Liu, Anne	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Liu, Ji	MD	Ophthalmology	Yale Eye Center
YNHH	Liu, My	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Liu, Paolin	APRN	Pediatrics	Primary Care Center
YNHH	Liu, Rachel	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Liu, Renu	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging

YNHH	Liu, Steven	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Llor, Xavier	MD	Internal Medicine	YUSM Section of Digestive Diseases
YNHH	Lo, Lawrence	MD	Radiology & Biomedical Im	Advanced Radiology Consultants
YNHH	Loarte Campos, Pablo	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Lobo, Ana	MD, MPH	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Lobo, David	MD	Internal Medicine	Internal Medicine & Infectious Disease Assoc
YNHH	Lobo, Francis	MD	Internal Medicine	YUSM Department of General Pediatrics
YNHH	Lockhart, Roberta	MD	Pediatrics	Milford Pediatric Group
YNHH	Logan, Philip	PA	Surgery	YUSM Section of Cardiac Surgery
YNHH	LoGiudice, Jenna	CNM	Obstetrics & Gynecology	Greater New Haven OB/GYN
YNHH	Lombardo, Daniel	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Lombo Lievano, Bernardo	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Lombroso, Paul	MD	Child Psychiatry	YUSM Department of Child Psychiatry
YNHH	Lone, Naheed	MD	Anesthesiology	YUSM Department of Anesthesiology - Saint Raphael Campus
YNHH	Lonergan, Melissa	CNM	Obstetrics & Gynecology	Fair Haven Community Health Center
YNHH	Long, Kay	PhD	Psychiatry	
YNHH	Long, Leslie	PA	Therapeutic Radiology	Y-NHH Smilow Cancer Hospital
YNHH	Longbrake, Erin	MD, PhD	Neurology	Yale Mutiple Sclerosis Center
YNHH	Longo, Walter	MD	Surgery	Yale Colon and Rectal Surgery
YNHH	Longtine, Janina	MD	Pathology	YUSM Department of Pathology
YNHH	Loomis, Caitlin	MD	Neurology	YUSM Department of Neurology
YNHH	Lope de Haro, Helen	MD	Obstetrics & Gynecology	Women's Health Associates, LLC
YNHH	Lopez Gonzalez, Felipe	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Lopez, Antonio	MD	Internal Medicine	CareMedica
YNHH	Lopez, Javier	MD	Psychiatry	Yale-New Haven Children's Hospital at Bridgeport Hospital
YNHH	LoRusso, Patricia	DO	Internal Medicine	YUSM Section of Oncology, Smilow Cancer Hospital
YNHH	Loscalzo, Christopher	MD	Internal Medicine	Yale Cardiology
YNHH	Loss, Alexis	PA	Surgery	YUSM Section of Surgical Gastroenterology
YNHH	Lotfalla, Maged	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Loth, Adrienne	APRN	Pediatrics	YUSM Department of Pediatrics
YNHH	Lottick, Adam	MD	Internal Medicine	Northeast Medical Group Cardiology
YNHH	Louis, Elan	MD	Neurology	YUSM Department of Neurology
YNHH	Lovin, Jennifer	MD	Pediatrics	Gales Ferry Pediatrics - NEMG
YNHH	Lowlicht, Roger	DDS	Dentistry	Solo Practice
YNHH	Loyal, Jaspreet	MD	Pediatrics	YUSM Department of General Pediatrics

YNHH	Lu, Johnny	MD	Pediatrics	Children's Medical Group, LLC
YNHH	Lu, Zhao	MD	Internal Medicine	Oncology/Hematology Care of Connecticut
YNHH	Luchini, Michael	MD	Orthopedics	Orthopaedic Surgeons, P.C.
YNHH	Luchini, Phillip	MD	Orthopedics	Orthopaedic Surgeons, P.C.
YNHH	Luciano, Randy	MD	Internal Medicine	YUSM Section of Nephrology
YNHH	Luck, Leon	MD	Dermatology	Dermatology Associates
YNHH	Lui, Felix	MD	Surgery	YUSM Section of Trauma & Critical Care
YNHH	Luizzi, Megan	PA	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Lujic, Denisa	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Lundberg, Walter	MD	Internal Medicine	Y-NHH Smilow Cancer Hospital
YNHH	Lupsa, Beatrice	MD	Internal Medicine	YUSM Section of Endocrinology
YNHH	Lustbader, Andrew	MD	Child Psychiatry	Mid-Fairfield Child Guidance Ctr.
YNHH	Lynch, Christopher	MD	Orthopedics	The Orthopaedic Group, division of Connecticut Orthopaedic Specialists
YNHH	Lynch, Matthew	MD	Internal Medicine	Yale Health Plan
YNHH	Lynch, Sean	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Lyons, James	MD	Surgery	
YNHH	Macainag, Joyce	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	MacArthur, Kristin	MD	Internal Medicine	Connecticut Gastroenterology Consultants
YNHH	Mackenzie, Bonnie	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Mackey, Erin	PA	Surgery	YUSM Section of Trauma & Critical Care
YNHH	Mackey, Wendy	APRN	Surgery	CT Pediatric Otolaryngology
YNHH	MacMillan, Donald	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	MacPherson, Alia	APRN	Internal Medicine	Internal Med. Of Greater New Haven
YNHH	Madden, Carolyn	PA	Surgery	Orchard Surgical Specialists
YNHH	Madigan, Janet	MD	Child Psychiatry	
YNHH	Madonick, Maria	CRNA	Anesthesiology	YUSM Department of Anesthesiology - Saint Raphael Campus
YNHH	Madri, Joseph	MD, PhD	Pathology	YUSM Department of Pathology
YNHH	Maenza, Cheryl	APRN	Internal Medicine	Yale Cardiology Center for Advanced Heart Failure
YNHH	Maerz, Linda	MD	Surgery	YUSM Section of General Surgery, Trauma and Surgical Critical Care
YNHH	Magraw, Ruth	MD	Pediatrics	Fair Haven Community Health Center
YNHH	Magriples, Urania	MD	Obstetrics & Gynecology	YUSM Section of Maternal Fetal-Medicine
YNHH	Maguire, Kristin	PA	Orthopedics	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Mahajan, Amit	MD	Radiology & Biomedical Im	Yale Diagnostic Radiology
YNHH	Maher, Mary	MD	Urology	YNH Urology Center

YNHH	Maher, Peter	MD	Internal Medicine	YNHH Primary Care Center
YNHH	Mahoney, Maurice	MD	Pediatrics	YUSM Section of Genetics
YNHH	Mak, Winifred	MD, PhD	Obstetrics & Gynecology	YUSM Section of Reproductive Endocrinology
YNHH	Makhani, Naila	MD	Pediatrics	YUSM Section of Pediatric Neurology
YNHH	Makkouk, Al Hasan	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Makubika, Elisabeth	APRN	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Malefatto, Jerry	MD	Internal Medicine	Smilow Cancer Care -Trumbull
YNHH	Maletta, Nicole	APRN	Psychiatry	YUSM Department of Psychiatry
YNHH	Maley, Ann	MD	Pediatrics	Branford / North Branford Pediatrics, P.C.
YNHH	Malhotra, Ajay	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Malik, Umer	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Malin, Joel	MD	Orthopedics	Orthopaedic Specialty Group
YNHH	Malinis, Maricar	MD	Internal Medicine	YUSM Section of Infectious Diseases
YNHH	Malison, Robert	MD	Psychiatry	Connecticut Mental Health Center
YNHH	Malm, Brian	MD	Internal Medicine	VAMC
YNHH	Malone-Scott, Laura	PA	Pediatrics	Yale-New Haven Hospital Saint Raphael Campus
YNHH	Maloy, Beth	MD	Obstetrics & Gynecology	Generations Obstetrics and Gynecology, PC
YNHH	Manchisi, Alefteria	APRN	Surgery	YUSM Section of Pediatric Surgery
YNHH	Mancini, Peter	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Mandelkern, Marshal	MD	Psychiatry	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Manes, Richard	MD	Surgery	YUSM Section of Otolaryngology
YNHH	Mangano, Thomas	PA	Orthopedics	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Mangi, Abeel	MD	Surgery	YUSM Section of Cardiac Surgery
YNHH	Mangi, Richard	MD	Internal Medicine	NEMG - Internal Medicine Hamden
YNHH	Mani, Arya	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Mann, Christa	APRN	Surgery	YUSM Section of Cardiac Surgery
YNHH	Mann, Cynthia	MD	Pediatrics	Whitney Pediatrics & Adolescent Medicine/NEMG
YNHH	Mann, Marc	MD	Internal Medicine	NEMG - Whitney Internal Medicine
YNHH	Mansoor, Muhammad	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Manuel, Kate	APRN	Pediatrics	YUSM Section of Maternal Fetal-Medicine
YNHH	Manzolillo, Hollie	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Manzon, Anthony	MD	Internal Medicine	Northeast Medical Group, Inc.
YNHH	Mao, Johnny	MD	Surgery	Richard J. Restifo, M.D., P.C.
YNHH	Mapas-Dimaya, Ann Celeste	MD	Internal Medicine	Internal Med. Of Greater New Haven
YNHH	Marando, Rocco	MD	Anesthesiology	YUSM Department of Anesthesiology



YNHH	Marcelynas, James	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Marchesi, Vincent	MD	Pathology	YUSM Department of Pathology
YNHH	Marchetti, Daniel	PA	Orthopedics	Bridgeport Hospital
YNHH	Marchi, Fernanda	DDS	Dentistry	YNHH Pediatric Dentistry Center
YNHH	Marcolini, Evadne	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Marcus, Barbara	PhD	Psychiatry	
YNHH	Marcus, Kenneth	MD	Psychiatry	Solo Practice
YNHH	Marek, Kenneth	MD	Neurology	Institute for Neurodegenerative Disorder
YNHH	Marer, M.	MD	Internal Medicine	Solo Practice
YNHH	Margolies, Michael	DMD	Dentistry	Soundental Associates, P.C.
YNHH	Marieb, Mark	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Marin, Ethan	MD	Internal Medicine	YUSM Section of Nephrology
YNHH	Marino, John	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C
YNHH	Marion, Chad	DO	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Markle, Cathy	PhD	Psychiatry	Cathy Markle, Ph.D.
YNHH	Markowski-Marino, Andrea	PA	Obstetrics & Gynecology	Project MotherCare
YNHH	Marks, Asher	MD	Pediatrics	YUSM Section of Pediatric Hematology/Onc
YNHH	Marks, Peter	MD	Ophthalmology	Eye Center of Southern Connecticut, P.C.
YNHH	Markstein, Ellen	MD	Dermatology	Integrated Dermatology of Clinton
YNHH	Marlatt, Susan	MD	Radiology & Biomedical Im	Diagnostic Imaging of Milford
YNHH	Marlett, Karen	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Marottoli, Richard	MD	Internal Medicine	YUSM Section of Geriatric Medicine
YNHH	Marquis-Eydman, Traci	MD	Internal Medicine	North Haven Walk-in Clinic
YNHH	Marranca, Sheyla	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Marrinan, Greg	MD	Radiology & Biomedical Im	Advanced Radiology Consultants
YNHH	Marriott, Patricia	PA	Orthopedics	YUSM Department of Orthopedics
YNHH	Marsh, James	MD	Orthopedics	Family Orthopedics, LLC
YNHH	Marshall, James	DMD	Dentistry	Family and Preventive Dentistry
YNHH	Marshall, Peter	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Marshall, Sonya	DPM	Podiatry	Shoreline Foot and Ankle Center, P.C.
YNHH	Martell, Bridget	MD	Internal Medicine	YUSM Section of General Medicine
YNHH	Martens, Kelly	PA	Internal Medicine	North Haven Walk-in Clinic
YNHH	Martin, Andres	MD	Child Psychiatry	Yale Child Study Center
YNHH	Martin, David	MD	Orthopedics	The Orthopedic & Sports Medicine Center
YNHH	Martin, Joseph	MD	Obstetrics & Gynecology	YUSM Section of Reproductive Endocrinology

YNHH	Martin, Thomas	MD	Urology	YNH Urology Center
YNHH	Martin, Victor	MD	Internal Medicine	Victor Martin, M.D., LLC
YNHH	Martinello, Richard	MD	Internal Medicine	YUSM Section of Infectious Diseases
YNHH	Martinello, Shannon	MD	Pediatrics	Child-Adolescent Healthcare
YNHH	Martinez, Irenio	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Martino, Steve	PhD	Psychiatry	Yale Psychosocial SA Research Center
YNHH	Martone, James	MD	Ophthalmology	Eye Center of Southern Connecticut, P.C.
YNHH	Masi, Paul	MD	Ophthalmology	Eye Center of Southern Connecticut, P.C.
YNHH	Masia, Shawn	MD	Neurology	American Neuromonitoring Associates, PC
YNHH	Masiukiewicz, Urszula	MD	Internal Medicine	YUSM Section of Endocrinology
YNHH	Mason, Patricia	APRN	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Masoud, Amir	MD	Internal Medicine	YUSM Section of Digestive Diseases
YNHH	Massaro, Stephanie	MD	Pediatrics	YUSM Section of Pediatric Hematology/Onc
YNHH	Massey, Sarah	PA	Orthopedics	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Mastroianni, Vivian	PA	Psychiatry	YNHH Psychiatric Hospital
YNHH	Mata-Fink, Ana	MD	Orthopedics	Orthopaedic Surgery & Sports Medicine
YNHH	Matczuk, Agnieszka	MD	Pediatrics	Fairfield Cty Allergy, Asthma & Immunology
YNHH	Matei, Veronica	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Materin, Miguel	MD	Ophthalmology	Y-NHH Smilow Cancer Hospital Multispecialty Care Center
YNHH	Mathew-Rohaly, Shybi	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Mathur, Mahan	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Matloff, Jeremy	MD	Internal Medicine	Connecticut Gastroenterology Consultants
YNHH	Matos Santana, Teofilo	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Matouk, Charles	MD	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Matthay, Richard	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Mattson, Richard	MD	Neurology	YUSM Department of Neurology
YNHH	Matuskey, David	MD	Psychiatry	Yale PET Center
YNHH	Maung, Adrian	MD	Surgery	YUSM Section of Trauma & Critical Care
YNHH	Mauriello, Magdalen	MD	Internal Medicine	Milford Hospital
YNHH	Maxon, Shannon	PA	Surgery	Orchard Surgical Specialists
YNHH	May, Jeanine	APRN	Internal Medicine	Yale Center for Clinical Investigation
YNHH	Mayerson, Adam	MD	Internal Medicine	Endocrine Associates of Connecticut
YNHH	Mayes, Linda	MD	Child Psychiatry	Yale University Child Study Center
YNHH	Mayor, Rowland	MD	Orthopedics	Center for Orthopaedics

YNHH	Mazure, Carolyn	PhD	Psychiatry	
YNHH	Mazzone, Lindsey	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	McBride-McGuigan, Pamela	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	McCabe, Amanda	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	McCallum, John	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C
YNHH	McCann, Thomas	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	McCarthy, Erin	APRN	Psychiatry	YUSM Department of Psychiatry
YNHH	McCarthy, John	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	McCarthy, Madeline	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	McCarthy, Paul	MD	Pediatrics	YUSM Department of Pediatrics
YNHH	McCarthy, Shari	SA	Ophthalmology	New England Retina Associates
YNHH	McCauley, Thomas	MD	Radiology & Biomedical Imaging	Yale-New Haven Hospital - Temple Radiology
YNHH	McCleary, Rita	PsyD	Psychiatry	
YNHH	McClintock, Kyle	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	McCloskey, Gerard	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	McCormack, Kyle	PA	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	McCullough, David	MD	Ophthalmology	PriMed
YNHH	McDonough, Maryann	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	McEwan, Natasha	APRN	Internal Medicine	YUSM Section of Cardiology
YNHH	McGibbon, Bruce	MD	Therapeutic Radiology	Bridgeport Hospital
YNHH	McGinness, Kristen	DPM	Podiatry	
YNHH	McGowan, Tonia	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	McGrath, James	MD	Pediatrics	YUSM Section of Genetics
YNHH	McGuigan, Courtney	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	McGuire, Ashlee	APRN	Anesthesiology	YUSM Department of Anesthesiology
YNHH	McGuire, Brian	MD	Internal Medicine	Y-NHH, Saint Raphael Campus-Occupational Health Plus
YNHH	McKay, Andrew	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	McKay, Bernice	APRN	Psychiatry	YNHH Psychiatric Hospital
YNHH	McKenzie, Katherine	MD	Internal Medicine	YNHH Primary Care Center
YNHH	McKnight, Erin	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	McLaughlin, Christopher	MD	Surgery	General Surgery Associates, P.C.
YNHH	McLaughlin, Joseph	MD	Internal Medicine	YUSM Section of Oncology
YNHH	McLean, Brenda	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	McLean, Robert	MD	Internal Medicine	Northeast Medical Group
YNHH	McMahon, Erin	CNM	Obstetrics & Gynecology	Yale-New Haven Hospital, Women's Center

YNHH	McNamara, Daniel	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	McNamara, Joseph	MD	Pediatrics	YUSM Section of Pediatric Hematology/Onc
YNHH	McNamara, Robert	MD	Internal Medicine	Cornell Scott - Hill Health Center
YNHH	McNiel, Joan	APRN	Surgery	YUSM Section of Transplantation
YNHH	McNiff, Jennifer	MD	Dermatology	YUSM Department of Dermatology
YNHH	McPartland, James	PhD	Child Psychiatry	Yale University Child Study Center
YNHH	McPhedran, Peter	MD	Internal Medicine	Gaylord Hospital
YNHH	McPherson, Craig	MD	Internal Medicine	Bridgeport Hospital
YNHH	McStay, Charlayne	MD	Pediatrics	Wildwood Pediatrics & Adolescent Medicine
YNHH	McVeety, James	MD	Neurology	NEMG Neurology Associates
YNHH	McVicar, Kathryn	MD	Pediatrics	Yale New Haven Children's Hospital
YNHH	Meadows, Judith	MD	Internal Medicine	VA CT Health Care
YNHH	Mednick, Adam	MD, PhD	Neurology	CT Comprehensive Neurologic Management
YNHH	Medoff, Erin	APRN	Internal Medicine	Y-NHH Smilow Cancer Care Center
YNHH	Medow, Kathryn	APRN	Neurology	YUSM Department of Neurology
YNHH	Medvecky, Michael	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Meeks, Philip	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Mehal, Wajahat	MD	Internal Medicine	YUSM Section of Gastroenterology
YNHH	Mehlhaff, Krista	DO	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Mehra, Saral	MD	Surgery	YUSM Section of Otolaryngology
YNHH	Mehrzad, Raman	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Meiman, Andrew	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Meizlish, Jay	MD	Internal Medicine	Cardiac Specialists, P.C.
YNHH	Mejias, Roberto	APRN	Surgery	YUSM Section of Cardiac Surgery
YNHH	Mejnartowicz, Slawomir	MD	Internal Medicine	Yale Health Plan
YNHH	Melchinger, David	MD	Internal Medicine	Street, Melchinger, Breier, Rosenthal
YNHH	Melendez, Mark	MD	Surgery	Cosmetic and Reconstructive Surgery Associates of CT, PC
YNHH	Melnick, Edward	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Mena-Hurtado, Carlos	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Menderes, Gulden	MD	Obstetrics & Gynecology	YUSM Section of Gynecologic Oncology
YNHH	Mendes, Joseph	PA	Surgery	YUSM Section of Otolaryngology
YNHH	Meng, Lingzhong	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Menon, Sunil	MD	Internal Medicine	Northeast Medical Group
YNHH	Ment, Laura	MD	Pediatrics	YUSM Section of Pediatric Neurology
YNHH	Menzies, Cheryl	MD	Pediatrics	Bridgeport Hospital

YNHH	Mercer, Lauren	MD	Psychiatry	Geriatric & Adult Psychiatric, L.L.C.
YNHH	Mercurio, Angela	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Mercurio, Mark	MD	Pediatrics	YUSM Section of Pediatric Neonatology
YNHH	Meriam, Bryan	DDS	Surgery	New Haven Implant and Oral Surgery, L.L.C.
YNHH	Merithew, Katie	PA	Pediatrics	Bridgeport Hospital - Dept of Neonatology
YNHH	Merkle, Diane	APRN	Surgery	Northeast Medical Group, Inc.
YNHH	Mervil, Esther	APRN	Psychiatry	YUSM Department of Psychiatry
YNHH	Meskin, Seth	MD	Ophthalmology	Eye Physicians & Surgeons
YNHH	Messina, Robert	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Messinger, Kaitlynn	PA	Pediatrics	YUSM Section of Pediatric Neonatology
YNHH	Messner, Joan	CNM	Obstetrics & Gynecology	Greater New Haven OB/GYN
YNHH	Meszaros, Michael	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Meyer, Ana-Claire	MD	Neurology	YUSM Department of Neurology
YNHH	Meyer, Jaimie	MD, MS	Internal Medicine	YUSM Section of Infectious Disease, AIDS Program
YNHH	Meyer-Lustman, Nancy	PhD	Psychiatry	Solo Practice
YNHH	Mezrich, Jonathan	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Michaelides, Elias	MD	Surgery	YUSM Section of Otolaryngology
YNHH	Michaud, Maria	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Michels-Ashwood, Karin	MD	Internal Medicine	Optimus Healthcare
YNHH	Mieszczanski, Melissa	PA	Orthopedics	Connecticut Orthopaedic Specialists, P.C. (outpatient surgery)
YNHH	Mikhael, Hosni	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Miljkovic, Goran	MD	Internal Medicine	Internal Medicine & Infectious Disease Assoc
YNHH	Millard, Hun	MD	Psychiatry	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Miller, Cindy	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Miller, Debra	MD	Dermatology	Debra R. Miller, M.D., LLC
YNHH	Miller, Denis	MD	Internal Medicine	Branford Internal Medicine, L.L.C.
YNHH	Miller, Edward	MD, PhD	Internal Medicine	YUSM Section of Cardiology
YNHH	Miller, Eleanor	APRN	Internal Medicine	YNHH Heart and Vascular Center
YNHH	Miller, Geoffrey	MD	Pediatrics	YUSM Section of Pediatric Neurology
YNHH	Miller, Hannah	MD	Internal Medicine	Connecticut Gastroenterology Consultants
YNHH	Miller, I.	MD	Pediatrics	YUSM Section of Pediatric Infectious Disease
YNHH	Miller, Marsha	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Miller, Ronald	MD	Internal Medicine	NEMG - YNH Geriatric Services
YNHH	Miller-Rivero, Nancy	MD	Ophthalmology	Connecticut Retina Consultants
YNHH	Millman, Eric	MD	Psychiatry	

YNHH	Milner, Mark	MD	Ophthalmology	Eye Center of Southern Connecticut, P.C.
YNHH	Milstein, Robert	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Milstone, Ellen	MD	Dermatology	
YNHH	Milstone, Leonard	MD	Dermatology	Yale Dermatology Associates
YNHH	Minja, Frank	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Minkin, Mary Jane	MD	Obstetrics & Gynecology	Mary Jane Minkin, M.D., LLC
YNHH	Minotti, Philip	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C
YNHH	Miranti, James	MD	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Mirasol, Joynell	APRN	Surgery	YUSM Section of Transplantation
YNHH	Mishra, Vijayendra	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Mistry, Pramod	MD	Internal Medicine	YUSM Organ Transplantation Center
YNHH	Mistry, Shilpa	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Mitchell, Martha	APRN	Obstetrics & Gynecology	Y-NHH Smilow Gynecologic Oncology
YNHH	Mitcheom, Kathleen	CNM	Obstetrics & Gynecology	Fair Haven Community Health Center
YNHH	Mix, Vanessa	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Moadel, Tiffany	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Mocarsky, Stephanie	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Modi, Jignesh	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Moeckel, Gilbert	MD, PhD	Pathology	YUSM Department of Pathology
YNHH	Moeller, Jeremy	MD	Neurology	YUSM Department of Neurology
YNHH	Mohamed, Khaled	MD	Psychiatry	YNHH Psychiatric Hospital
YNHH	Mohammad, Amir	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Mohareb, Amir	MD	Internal Medicine	YNHH Adult PCC
YNHH	Mohrer, Peter	MD	Psychiatry	Solo Practice
YNHH	Mohsenin, Vahid	MD	Internal Medicine	YNHH Sleep Medicine Center
YNHH	Mojibian, Hamid	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Moledina, Dennis	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Moles, Rebecca	MD	Pediatrics	YUSM Department of General Pediatrics
YNHH	Moliterno Gunel, Jennifer	MD	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Moller, Beth	APRN	Pediatrics	YNHH Pediatric Specialty Clinic
YNHH	Molloy, Bonnie	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Monaco, Paul	MD	Internal Medicine	Mount Carmel Medical Associates, LLP
YNHH	Monda, Jill	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Monforte, Ellen	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Mongillo, Frank	MD	Internal Medicine	Frank J. Mongillo, M.D.



YNHH	Mongillo, Nicholas	MD	Pediatrics	Pediatric Care Assoc. of CT, P.C.
YNHH	Monico, Edward	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Monroy, Juan	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Montanari, Andrea	APRN	Surgery	YUSM Section of Trauma & Critical Care
YNHH	Montefusco, Mary Ellen	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Montesi, Donna	APRN	Internal Medicine	West Haven Medical Group
YNHH	Montgomery, Angela	MD	Pediatrics	YUSM Section of Neonatology
YNHH	Moore, Christopher	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Moore, Daniel	MD	Psychiatry	Spectrum Psychiatric Group, P.C.
YNHH	Moore, Jessie	APRN	Surgery	Yale Bariatric & Minimally Invasive Surgery
YNHH	Moore, Meagan	MD, PhD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Moran, Meena	MD	Therapeutic Radiology	YUSM Department of Therapeutic Radiology
YNHH	Moran, Thomas	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C
YNHH	Morelli, Alan	MD	Pediatrics	New England Pediatrics, LLP
YNHH	Morelli, Erin	CNM	Obstetrics & Gynecology	The Center for Women's Health and Midwifery
YNHH	Moreno, Claudia	MD	Child Psychiatry	Yale University Child Study Center
YNHH	Moreno, Jorge	MD	Internal Medicine	Quinnipiac Medical of Branford, LLC
YNHH	Morey, Brett	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Morgan, Charles	MD	Psychiatry	Bridgeport Hospital
YNHH	Morgan, James	MD	Pediatrics	Pediatrics and Adolescent Medicine, P.C.
YNHH	Morgan, Peter	MD	Psychiatry	Connecticut Mental Health Center
YNHH	Moriarty, John	MD	Internal Medicine	YUSM Section of General Medicine
YNHH	Moriarty, Karen	APRN	Internal Medicine	Endocrine Associates of Connecticut
YNHH	Moriarty-Daley, Alison	APRN	Pediatrics	YNHH Pediatric PCC
YNHH	Moriber, Nancy	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Moritz, Ernest	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Morotti, Raffaella	MD	Pathology	YUSM Department of Pathology
YNHH	Morris, David	DO	Internal Medicine	Bridgeport Hospital
YNHH	Morris, Jensa	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Morris, Thomas	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Morris, Victor	MD	Internal Medicine	Guilford Internal Medicine Group
YNHH	Morrison, Laura	MD	Internal Medicine	YUSM Palliative Care
YNHH	Morrison, Robert	MD	Internal Medicine	Connecticut Heart Group, P.C.
YNHH	Morrow, Jon	MD, PhD	Pathology	YUSM Department of Pathology
YNHH	Morrow, Victoria	MD	Psychiatry	

YNHH	Mortel, Marie Rosalette	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Moscarelli, Richard	MD	Obstetrics & Gynecology	Greater New Haven OB/GYN
YNHH	Moscovitz, Harry	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Mosher, Gena	APRN	Neurology	YUSM Department of Neurology
YNHH	Moss, Jeremy	MD, PhD	Dermatology	Moss and Maiocco, M.D., L.L.C.
YNHH	Motamedinia, Piruz	MD	Urology	Y-NHH Smilow Cancer Hospital
YNHH	Mougalian, Sarah	MD	Internal Medicine	YUSM Section of Oncology
YNHH	Mowafi, Hani	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Moye, Renee	APRN	Internal Medicine	Y-NHH Smilow Fairfield Care Center
YNHH	Moyer, Kristen	MD	Internal Medicine	Yale-New Haven Hospital Saint Raphael Campus
YNHH	Moyer, Peter	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Mozny, Krystal	APRN	Pediatrics	Shoreline Pediatric & Adoles. Medicine(ProHealth Physicians)
YNHH	Much, Melissa	MD	Pathology	YUSM Department of Pathology
YNHH	Muddaraju, Manjunath	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Muhammad, Oni	CNM	Obstetrics & Gynecology	Fair Haven Community Health Center
YNHH	Mujtaba, Qaiyum	MD	Internal Medicine	Qaiyum Mujtaba, M.D., P.C.
YNHH	Mukherjee, Sandip	MD	Internal Medicine	Yale Cardiology
YNHH	Muldoon, Lawrence	MD	Urology	NEMG Urology
YNHH	Mulinski, Tina	APRN	Internal Medicine	The Cardiology Group
YNHH	Muller, Douglas	DDS	Dentistry	Children's Dental Associates
YNHH	Mulligan, David	MD	Surgery	YUSM Section of Transplantation
YNHH	Mulvey, Gregory	MD	Internal Medicine	Shoreline Internal Medicine
YNHH	Munday, Brian	PA	Neurology	YUSM Department of Neurology
YNHH	Mundus, Zackery	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Muniraj, Thiruvengadam	MD, PhD	Internal Medicine	YUSM Section of Gastroenterology
YNHH	Munteanu, Monica	MD	Internal Medicine	Northeast Medical Group
YNHH	Muro, Gerard	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Murphy, Janet	APRN	Pediatrics	Child Sexual Abuse Clinic/Family Advocacy Center
YNHH	Murphy, Michael	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C.
YNHH	Murphy, Pamela	DO	Internal Medicine	NEMG - Family Practice Associates
YNHH	Murphy, Timothy	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Murray, Mary	MD	Obstetrics & Gynecology	Southern CT Women's Health Care, P.C.
YNHH	Murtagh, Pamela	MD	Pediatrics	Branford Pediatrics & Allergy
YNHH	Musco, Marc	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Muskin, Elizabeth	MD	Internal Medicine	Yale Health Plan

YNHH	Mustafa-Moinuddin, Shareen	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Muvvala, Srinivas	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Myer, Jennifer	MD	Psychiatry	Yale-New Haven Hospital
YNHH	Myers, Clifford	PA	Orthopedics	Bridgeport Hospital
YNHH	Myslajek, Tori	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Myung, Peggy	MD, PhD	Dermatology	YUSM Department of Dermatology
YNHH	Nadelmann, Jeremy	MD	Internal Medicine	The Cardiology Group
YNHH	Nadzam, Geoffrey	MD	Surgery	YUSM Section of Surgical Gastroenterology
YNHH	Nagar, Anil	MD	Internal Medicine	YUSM Section of Digestive Diseases
YNHH	Naidorf, Ellen	MD	Dermatology	
YNHH	Nair, Nandini	MD	Internal Medicine	YNHH Adult PCC
YNHH	Nallainathan, Sanatkunar	MD	Pediatrics	Neurological Specialists, P.C.
YNHH	Nallu, Loren	MD	Pediatrics	Yale-New Haven Children's Hospital
YNHH	Namek, Karim	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Narayan, Deepak	MD	Surgery	YUSM Section of Plastic Surgery
YNHH	Nardino, Robert	MD	Internal Medicine	Yale-New Haven Hospital Saint Raphael Campus
YNHH	Nash, Irwin	MD	Pathology	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Nat, Harshdeep	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Nat, Rosy	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Nath, Ravinder	PhD	Therapeutic Radiology	YUSM Department of Therapeutic Radiology
YNHH	Nath, Sameer	MD	Therapeutic Radiology	YUSM Department of Therapeutic Radiology/Smilow Cancer Hospital
YNHH	Nathan, Viswa	MD	Surgery	Viswa Nathan, M.D., LLC
YNHH	Nathanson, Michael	MD	Internal Medicine	YUSM Section of Transplantation
YNHH	Natividad Le, Claudelle	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Natkin, Sheldon	DDS	Dentistry	Soundental Associates, P.C.
YNHH	Natt, Beth	MD	Pediatrics	Northeast Medical Group, Inc.
YNHH	Nauriyal, Varidhi	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Navaratnam, Dhasakumar	MD	Neurology	YUSM Department of Neurology
YNHH	Nawaz, Hafsa	MD	Internal Medicine	West Haven Medical Group
YNHH	Nedelcuta, Steluta	MD	Internal Medicine	Milford Hospital
YNHH	Nedell, Linda	PA	Surgery	YUSM Section of Cardiac Surgery
YNHH	Negi, Masaru	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Nelson, Angella	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Nelson, Bethany	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists

YNHH	Nelson, Jennifer	APRN	Internal Medicine	YUSM Section of Cardiology
YNHH	Nelson, Kelly	MD	Internal Medicine	Internal Medicine of Clinton, L.L.C.
YNHH	Neparidze, Natalia	MD	Internal Medicine	YUSM Section of Hematology
YNHH	Nessralla, Laurie-Ann	MD	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Newton, Manya	MD, MPH	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Ngaruiya, Christine	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Nguyen, Khanh	MD	Internal Medicine	Y-NHH Smilow Cancer Hospital Derby Care Center
YNHH	Niedelman, Adam	MD	Internal Medicine	Cardiology Associates of Norwich
YNHH	Nields, Jenifer	MD	Psychiatry	
YNHH	Ninivaggi, Frank	MD	Child Psychiatry	Solo Practice
YNHH	Niziolek, Andrea	PA	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Nockleby, Karla	MD	Internal Medicine	Physicians Alliance of CT Hospitalists
YNHH	Noel-Vulpe, Herralan	APRN	Internal Medicine	Alina Alfirii, MD, LLC
YNHH	Nolan, Heidi	PA	Internal Medicine	Grimes Center
YNHH	Nolfo, Emily	MD	Internal Medicine	Solo Practice
YNHH	Nolfo, Robert	MD	Pediatrics	Guilford Pediatrics
YNHH	Nori, Jennifer	PA	Orthopedics	YUSM Department of Orthopedics
YNHH	Noto, Christopher	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Novak, Dana	APRN	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Novella, Steven	MD	Neurology	YUSM Department of Neurology
YNHH	Novick, Gary	MD	Radiology & Biomedical Imaging	Yale-New Haven Hospital - Temple Radiology
YNHH	Novick, Gina	CNM	Obstetrics & Gynecology	Women's Center
YNHH	Novicki, David	DPM	Podiatry	Milford Podiatry Associates, P.C.
YNHH	Novicki, Robert	DPM	Podiatry	Milford Podiatry Associates, P.C.
YNHH	Nowak, Kristin	CNM	Obstetrics & Gynecology	Greater New Haven OB/GYN
YNHH	Nowak, Richard	MD	Neurology	Yale Neurology
YNHH	Nozetz, Erin	MD	Pediatrics	YUSM Section of General Pediatrics
YNHH	Nudel, Debra	PhD	Psychiatry	Debra O. Nudel, Ph.D.
YNHH	Nudel, Ron	MD	Internal Medicine	The Cardiology Group
YNHH	Nunez, Mario	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Nunez-Smith, Marcella	MD	Internal Medicine	YNHH Primary Care Center
YNHH	Nussbaum, Paul	MD	Internal Medicine	Nephrology Associates, PC
YNHH	Nuzzolo, Florabel	CRNA	Anesthesiology	Bridgeport Anesthesia Assoc.
YNHH	Nwanyanwu, Kristen	MD	Ophthalmology	Yale Eye Center
YNHH	Nwokolo-Nwangwu, Chioma	MD	Internal Medicine	Main Street Medical Center

YNHH	Nwosu, Matthew	MD	Obstetrics & Gynecology	Northeast Medical Group, Inc.
YNHH	Nystrom, Karin	APRN	Neurology	YUSM Department of Neurology, Stroke Program
YNHH	O'Brien, Michael	MD	Surgery	Surgical Associates of New Haven
YNHH	O'Brien, Natalie	PA	Surgery	Yale-New Haven Hospital CTICU
YNHH	O'Bryan, Leigh	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Ochoa Charar, Cassius	MD	Surgery	YUSM Section of Vascular Surgery
YNHH	O'Connell, Joseph	MD	Surgery	Plastic Surgery of Southern CT
YNHH	O'Connell, Lucy	CNM	Obstetrics & Gynecology	County OB/GYN
YNHH	O'Connell, Ryan	MD	Internal Medicine	Bridgeport Hospital
YNHH	O'Connor, James	MD	Pediatrics	Pediatric Associates of Cheshire, P.C.
YNHH	O'Connor, Mary	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	O'Connor, Patrick	MD, MPH	Internal Medicine	YUSM Section of General Medicine
YNHH	O'Connor, Peggy	PA	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	O'Connor, Sherri	PA	Orthopedics	The Orthopaedic Group, division of Connecticut Orthopaedic Specialists
YNHH	O'Connor, Suzanne	APRN	Pediatrics	Bridgeport Hospital
YNHH	Odell, Christine	MD	Pediatrics	Long Wharf Pediatrics & Adol. Medicine
YNHH	Odell, Ian	MD	Dermatology	YUSM Department of Dermatology
YNHH	Odinak, Thomas	MD	Pediatrics	Pediatric Healthcare Associates
YNHH	Odukwe Enu, Chioma	DPM	Podiatry	Associated Podiatrists
YNHH	Oen-Hsiao, Joyce	MD	Internal Medicine	Take Heart Cardiovascular Health Center
YNHH	Oestreicher, Mark	MD	Dermatology	Adult & Pediatric Dermatology Specialists, P.C.
YNHH	Ofori-Mante, Elizabeth	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Ogbejesi, Victoria	APRN	Psychiatry	YUSM Department of Psychiatry
YNHH	Ogbuagu, Onyema	MD	Internal Medicine	YUSM Section of Infectious Disease Nathan Smith Clinic
YNHH	Ogundipe, Nnenna	MD	Internal Medicine	Milford Hospital
YNHH	Oh, Andrew	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	O'Hara, Kevin	PA	Internal Medicine	YUSM Section of Infectious Diseases
YNHH	Ohene-Adjei, Rita	MD	Internal Medicine	YNHH Occupational Health Services
YNHH	O'Hern, Jennifer	APRN	Pediatrics	Mary T. Murphy Elementary School School Based Health Center
YNHH	Okada, Ashley	APRN	Internal Medicine	Northeast Medical Group
YNHH	Oldham, Mark	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Oleskey, Christopher	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Olezeski, Christy	PhD	Pediatrics	YUSM Section of Pediatric Endocrinology

YNHH	Oliva, Isabel	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Oliveira, Carlos	MD	Pediatrics	Trumbull Pediatrics
YNHH	Oliveira, Kristin	MD	Surgery	YUSM Section of Trauma and Critical Care
YNHH	Oliver, Garth	MD	Internal Medicine	Savin Medical Practice, LLC
YNHH	Oliver, Jodi-Ann	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Oliver, Lori Ann	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Oliver, Paul	PA	Orthopedics	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Olsavsky, Thomas	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Olson, Alan	PA	Internal Medicine	Bridgeport Hospital
YNHH	Olson, Douglas	MD	Internal Medicine	Fair Haven Community Health Center
YNHH	Olson, Kristine	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Olson, Nancy	MD	Psychiatry	
YNHH	O'Mara, Deneen	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Omay, Sacit	MD	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Omondi, Luz	MD	Pediatrics	Optimus Healthcare
YNHH	O'Neill, Brian	APRN	Internal Medicine	YUSM Section of Cardiology
YNHH	O'Neill-Wilhelm, Patrice	APRN	Radiology & Biomedical Imaging	Yale University School of Medicine
YNHH	Onofrio, Lucia	PA	Pediatrics	YUSM Section of Neonatology
YNHH	Onofrio, Maria	PA	Orthopedics	YUSM Section of Orthopedics-Rehab
YNHH	Opalak, Michael	MD	Neurosurgery	Neurological Surgery
YNHH	Opin, Gary	DMD	Dentistry	
YNHH	Opin, Perry	DDS	Dentistry	Gary Opin, Perry Opin, Orthodontics
YNHH	Oprea, Adriana	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Oray-Schrom, Pinar	MD	Internal Medicine	YNHH Primary Care Center
YNHH	Oraziotti, John	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Ordway, Monica	APRN	Pediatrics	Trumbull Pediatric Specialty Center
YNHH	O'Reilly, Dawn-Marie	PA	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Orell, Jeffrey	MD	Internal Medicine	Medical Oncology & Hematology
YNHH	Oren, Brad	MD	Ophthalmology	The Eye Care Group
YNHH	Orion, Kristine	MD	Surgery	YUSM Section of Vascular Surgery
YNHH	Orozco, Luis	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Orsulak, Rebecca	PA	Surgery	YUSM Department of Surgery
YNHH	Osborn, Rachel	MD	Pediatrics	YUSM Section of General Pediatrics
YNHH	Oshlick, John	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Oshman, Robin	MD	Dermatology	Dermatology & Dermatologic Surgery



YNHH	Osseo-Asare, Aba	MD	Internal Medicine	Yale-New Haven Hospital Saint Raphael Campus
YNHH	Ostroff, Robert	MD	Psychiatry	Spectrum Psychiatric Group, P.C.
YNHH	Otolorin, Olubunmi	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	O'Toole, Monika	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Ouellette, Peter	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Ownbey, Richard	MD	Psychiatry	
YNHH	Ozerdem, Ugur	MD	Pathology	YUSM Department of Pathology
YNHH	Ozgediz, Doruk	MD	Surgery	YUSM Section of Pediatric Surgery
YNHH	Pacheco-Irby, Denorah	APRN	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Paci, Elizabeth	MD	Pediatrics	Fair Haven Community Health Center
YNHH	Pacini, Janelle	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Pae, Kathy	MD	Pediatrics	Pediatric Medicine of Wallingford
YNHH	Pahade, Jay	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Paidas, Michael	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Paintsil, Elijah	MD	Pediatrics	YUSM Section of Pediatric Infectious Diseases
YNHH	Pal, Lubna	MD	Obstetrics & Gynecology	YUSM Section of Reproductive Endocrinology
YNHH	Palac, Susan	MD	Neurology	American Neuromonitoring Associates, PC
YNHH	Palazzo, Regina	MD	Pediatrics	Nutmeg Pediatric Pulmonary Services
YNHH	Palladino-Welburn, Francesca	PA	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Palleschi, Sarah	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Palluotto, Eric	MD	Obstetrics & Gynecology	OB/GYN Associates
YNHH	Palmese, Bernadette	AuD	Surgery	Yale Hearing and Balance Center
YNHH	Palmisano, Philip	MD	Ophthalmology	YUSM Department of Ophthalmology
YNHH	Palvinskaya, Tatsiana	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Pan, Deborah	MD	Surgery	Deborah Pan, M.D., L.L.C.
YNHH	Pan, Jeffrey	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Pana, Edmund Ray	MD	Internal Medicine	Milford Hospital
YNHH	Panapada, Marci	APRN	Pediatrics	Pediatrics Plus, P.C.
YNHH	Panisello, Jose	MD	Pediatrics	YUSM Department of Pediatrics
YNHH	Panjwani, Muneera	APRN	Internal Medicine	Y-NHH Smilow Cancer Hospital - Waterbury
YNHH	Pannella, Dennis	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Pantalon, Michael	PhD	Psychiatry	YUSM Department of Emergency Medicine
YNHH	Panullo, Wayne	MD	Internal Medicine	Connecticut Gastroenterology Consultants
YNHH	Panzini, Lisa	MD	Internal Medicine	Connecticut Gastroenterology Consultants
YNHH	Pappas, Estell	DPM	Podiatry	New Haven Podiatry Associates, L.L.P.

YNHH	Papsun, Alice	MD	Psychiatry	Solo Practice
YNHH	Papu, Kristin	PA	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Paquette, Jeannine	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Paradiso, Amanda	PA	Surgery	Richard J. Restifo, M.D., P.C.
YNHH	Paragas, Lori	DPM	Podiatry	Podiatry Group of New Haven, P.C.
YNHH	Paraiso, Edward	MD	Urology	Urological Associates of Bridgeport, PC
YNHH	Parikh, Chirag	MD	Internal Medicine	YUSM Section of Nephrology
YNHH	Parikh, Nisha	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Parikh, Sunil	MD	Internal Medicine	YUSM Section of Infectious Diseases
YNHH	Park, Charles	PA	Internal Medicine	NEMG - Southern CT Internal Medicine
YNHH	Parkash, Vinita	MD	Pathology	Bridgeport Hospital
YNHH	Parke, Susan	MD	Psychiatry	Connecticut Mental Health Center
YNHH	Parker, Michael	MD	Internal Medicine	Internal Medicine of East Haven
YNHH	Parker, Robert	DMD	Dentistry	Hamden Shoreline Oral & Maxillofacial Surgery
YNHH	Parker, Terri	MD	Internal Medicine	YUSM Department of Hematology
YNHH	Parks, Jesse	DPM	Podiatry	Stratford Podiatry Associates
YNHH	Parthasarathi, Tara	PA	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Partheepan, Kumuthini	MD	Internal Medicine	Bridgeport Hospital
YNHH	Parwani, Vivek	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Pashankar, Dinesh	MD	Pediatrics	YUSM Section of Pediatric Gastroenterology
YNHH	Pashankar, Farzana	MD	Pediatrics	YUSM Section of Pediatric Hematology/Onc
YNHH	Passarelli, James	MD	Surgery	General Surgery
YNHH	Passarelli, Marianne	MD	Urology	YNH Urology Center
YNHH	Passik, Cary	MD	Surgery	Danbury Hospital
YNHH	Patchett, Matthew	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Patel, Abhijit	MD, PhD	Therapeutic Radiology	Lawrence & Memorial Hospital
YNHH	Patel, Amar	MD	Neurology	YUSM Department of Neurology
YNHH	Patel, Anisha	DO	Pediatrics	YUSM Section of Pediatric Endocrinology
YNHH	Patel, Mamta	MD	Internal Medicine	Milford Hospital
YNHH	Patel, Neha	DO	Pediatrics	YNHH Pediatric Specialty Clinic
YNHH	Patel, Rakesh	MD	Anesthesiology	Connecticut Orthopaedic Specialists, P.C
YNHH	Patel, Sanjay	DPM	Podiatry	Family Footcare & Surgery, LLC
YNHH	Pathare, Pradip	MD	Therapeutic Radiology	Norwalk Radiology Consultants, P.C.
YNHH	Pathy, Shefali	MD	Obstetrics & Gynecology	Yale-New Haven Hospital, Women's Center
YNHH	Patil, Ranjana	MD	Pediatrics	Fairfield Pediatrics, Inc.

YNHH	Patrician, Kenneth	DMD	Dentistry	
YNHH	Patrizio, Pasquale	MD	Obstetrics & Gynecology	Yale Fertility Center
YNHH	Patterson, Christine	MD	Pediatrics	Pediatric & Medical Associates
YNHH	Patwa, Huned	MD	Neurology	YUSM Department of Neurology
YNHH	Paulin, Michael	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Pavlovic, Lisa	MD	Pediatrics	Child Sexual Abuse Clinic/Family Advocacy Center
YNHH	Pawlak, Maureen	PA	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Paxton, Heather	MD	Psychiatry	Y-NHH Psychiatric Hospital
YNHH	Pazienza, Anthony	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Pazienza, Danielle	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Peace, Kimberly	MD	Pediatrics	Shoreline Pediatric & Adoles. Medicine (ProHealth Physicians)
YNHH	Peaper, David	MD, PhD	Laboratory Medicine	YUSM Department of Laboratory Medicine/Clinical Microbiology
YNHH	Pearl, Adam	MD	Surgery	Connecticut Ear Nose Throat Medical & Surgical Specialists, P.C.
YNHH	Pearlson, Godfrey	MD	Psychiatry	Olin Neuropsychiatry Building
YNHH	Pearson, W.	MD	Internal Medicine	Cardiovascular Specialists of Southbury, LLC
YNHH	Pechter, Nadine	MD	Internal Medicine	Guilford Internal Medicine Group
YNHH	Peckham, Earlene	APRN	Pediatrics	YUSM Department of Pediatrics
YNHH	Pei, Kevin	MD	Surgery	YUSM Section of Trauma & Critical Care
YNHH	Peixoto, Aldo	MD	Internal Medicine	YUSM Section of Vascular Surgery
YNHH	Pelker, Richard	MD, PhD	Orthopedics	YUSM Department of Orthopedics
YNHH	Pellegrino, Stefania	APRN	Pediatrics	Pediatrics Plus, P.C.
YNHH	Pels, Salley	MD	Pediatrics	YUSM Section of Pediatric Hematology/Onc
YNHH	Peluso, Anthony	MD	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Penarreta, Rafaela	PA	Urology	
YNHH	Pensak, Meredith	MD	Obstetrics & Gynecology	YUSM Department of Obstetrics and Gynecology
YNHH	Pepin, Lauren	APRN	Internal Medicine	Bridgeport Hospital
YNHH	Perazella, Mark	MD	Internal Medicine	YUSM Section of Nephrology
YNHH	Perera, Channa	MD	Internal Medicine	Campbell Medical Services, L.L.C.
YNHH	Perez Lozada, Juan Carlos	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Perez, Rogelio	MD	Internal Medicine	Connecticut Medical Group - NEMG
YNHH	Perrone, Joseph	DMD, MD	Dentistry	Milford & Derby Oral & Maxillofacial Surgeons
YNHH	Perrotti, Mark	MD	Internal Medicine	Mark A. Perrotti, M.D., LLC
YNHH	Perry, Julia	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Persico, Justin	MD	Internal Medicine	Smilow Cancer Care -Trumbull
YNHH	Persing, John	MD	Surgery	YUSM Section of Plastic Surgery

YNHH	Peter, Patricia	MD	Internal Medicine	YUSM Section of Endocrinology
YNHH	Peterec, Steven	MD	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Peterfi, Eszter	APRN	Internal Medicine	Internal Med. Of Greater New Haven
YNHH	Peters, Robert	MD	Psychiatry	Dr. Robert Peters
YNHH	Petersen, Kitt	MD	Internal Medicine	YUSM Section of Endocrinology
YNHH	Petersen, Nils	MD	Neurology	YUSM Department of Neurology
YNHH	Petersen-Crair, Pamela	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Petroff, Ognen	MD	Neurology	YUSM Department of Neurology
YNHH	Petrok, Karen	APRN	Internal Medicine	Bridgeport Hospital
YNHH	Petrowsky, Ryan	PA	Internal Medicine	Northeast Medical Group, Inc.
YNHH	Petrucci, Debra	MD	Neurosurgery	Yale-New Haven Hospital Spine Center
YNHH	Petruzzello, Fausto	MD	Internal Medicine	CareMedica
YNHH	Petrylak, Daniel	MD	Internal Medicine	YUSM Section of Oncology
YNHH	Pettker, Christian	MD	Obstetrics & Gynecology	YUSM Section of Maternal Fetal-Medicine
YNHH	Pettway, Latisha	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Pfau, Steven	MD	Internal Medicine	VAMC
YNHH	Pham, Laura	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Phatak, Uma	MD	Pediatrics	YUSM Section of Pediatric Gastroenterology
YNHH	Phelan, Kay	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Philipp, Monica	APRN	Obstetrics & Gynecology	YNHH Primary Care Center
YNHH	Phillips, Ashley	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Phillips, James	MD	Psychiatry	
YNHH	Phillips, Nicole	APRN	Psychiatry	YNHH Saint Raphael Campus Department of Psychiatry
YNHH	Phillips, Robin	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Phillips, Sidney	MD	Psychiatry	
YNHH	Philpotts, Liane	MD	Radiology & Biomedical Im	YUSM Department of Diagnostic Radiology/ Smilow Cancer Hospital
YNHH	Piepmeier, Joseph	MD	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Pierce, Matthew	MD	Surgery	YUSM Section of Otolaryngology
YNHH	Pierce, Richard	MD	Pediatrics	YUSM Section of Pediatric Critical Care
YNHH	Pillai, Manoj	MD	Internal Medicine	YUSM Section of Hematology
YNHH	Pinar, Aydin	MD	Internal Medicine	
YNHH	Pine, Alexander	MD, PhD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Pinter, Emese	MD	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Pinto, John	PA	Internal Medicine	Y-NHH, Saint Raphael Campus-Occupational Health Plus

YNHH	Pinto, Marguerite	MD	Pathology	Bridgeport Hospital
YNHH	Pisani, Margaret	MD	Internal Medicine	Yale Medical Group
YNHH	Pito, John	MD	Internal Medicine	
YNHH	Pitt, David	MD	Neurology	Yale Mutiple Sclerosis Center
YNHH	Pittard, Alicia	MD	Pediatrics	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Pittenger, Christopher	MD, PhD	Psychiatry	Connecticut Mental Health Center
YNHH	Platner, Marissa	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Plavec, Martin	MD	Internal Medicine	The Cardiology Group
YNHH	Plisic, Ljiljana	MD	Obstetrics & Gynecology	County OB/GYN
YNHH	Plotke, Gary	MD	Psychiatry	
YNHH	Plyler, Michelle	CNM	Obstetrics & Gynecology	County OB/GYN
YNHH	Podell, David	MD, PhD	Internal Medicine	Rheumatology Associates of Greater Waterbury
YNHH	Podoltsev, Nikolai	MD	Internal Medicine	YUSM Section of Hematology
YNHH	Polisetty, Lakshmi	MD	Internal Medicine	Northeast Medical Group
YNHH	Pollack, Ari	MD	Internal Medicine	Cardiac Specialists, P.C.
YNHH	Pollak, Jeffrey	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Pollard Murphy, Karen	APRN	Internal Medicine	Y-NHH Smilow Cancer Hospital Breast Center
YNHH	Pomarico, Alana	APRN	Psychiatry	YUSM Department of Psychiatry
YNHH	Pomarico, Vanessa	APRN	Internal Medicine	NEMG - Internal Medicine Hamden
YNHH	Poncin, Yann	MD	Child Psychiatry	Yale University Child Study Center
YNHH	Pope, Julie	PA	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Popescu, Wanda	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Porto, Anthony	MD	Pediatrics	YUSM Section of Pediatric Gastroenterology
YNHH	Posada-Pacheco, Laura	DDS	Dentistry	YNHH Pediatric Dentistry Center
YNHH	Possenti, Paul	PA	Surgery	Bridgeport Hospital, Section of Trauma and Critical Care
YNHH	Possick, Jennifer	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Possick, Stanley	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Possick, Stephen	MD	Internal Medicine	Yale Cardiology
YNHH	Potenza, Marc	MD	Psychiatry	Connecticut Mental Health Center
YNHH	Pouliot, Marie	MD	Pediatrics	Pediatric & Adolescent Medicine, P.C.
YNHH	Pounds, Nicole	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Powell, Kelly	PhD	Child Psychiatry	Child Study Center
YNHH	Powell, Mary	APRN	Psychiatry	YNHH Psychiatric Hospital
YNHH	Powell, Tracy	APRN	Internal Medicine	Yale-New Haven Hospital Saint Raphael Campus
YNHH	Powers, Emily	MD	Pediatrics	Primary Care Center

YNHH	Powsner, Seth	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Prabhu, Maya	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Pransky, Rachel	APRN	Internal Medicine	YUSM Section of Oncology
YNHH	Prasad, Manju	MD	Pathology	YUSM Department of Pathology
YNHH	Prasad, Sujata	MD	Internal Medicine	Primary Care and Walk In, LLC
YNHH	Pratt, Christina	PA	Surgery	YUSM Section of Cardiac Surgery
YNHH	Prebet, Thomas	MD	Internal Medicine	YUSM Section of Hematology
YNHH	Preo, Lindsey	APRN	Internal Medicine	Internal Med. Of Greater New Haven
YNHH	Presnick, Carole	MD	Obstetrics & Gynecology	Northeast Medical Group, Inc.
YNHH	Presnick, Diane	CNM	Obstetrics & Gynecology	Greater New Haven OB/GYN
YNHH	Pressman, Martin	DPM	Podiatry	Milford Podiatry Associates, P.C.
YNHH	Price, Christina	MD	Internal Medicine	Yale Interventional Immunology Center
YNHH	Price, Courtney	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Price, Daniel	MD	Internal Medicine	Yale Cardiology
YNHH	Price, Gary	MD	Surgery	Gary J. Price, M.D., P.C.
YNHH	Priest, Brian	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Pringle, Rebecca	MD	Obstetrics & Gynecology	OB/GYN & Infertility Group
YNHH	Prior, Edward	MD	Internal Medicine	NEMG - Southern CT Internal Medicine
YNHH	Priyank, Kumar	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Proctor, Deborah	MD	Internal Medicine	YUSM Section of Gastroenterology
YNHH	Protiva, Petr	MD	Internal Medicine	VAMC
YNHH	Pryor, Sarah	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Puchalski, Jonathan	MD	Internal Medicine	YUSM Section of Pulmonary / Critical Care Medicine
YNHH	Pugliese, Amy	APRN	Internal Medicine	YUSM Section of Oncology
YNHH	Puglisi, Lisa	MD	Internal Medicine	Yale Internal Medicine Associates
YNHH	Punekar, Salman	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Punjala, Mamatha	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Purdy, Dana	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Pusuoglu, Gulcin	APRN	Surgery	YUSM Section of Transplantation
YNHH	Pusztai, Lajos	MD	Internal Medicine	YUSM Section of Oncology
YNHH	Putnam, Andrew	MD	Internal Medicine	YUSM Section of Oncology
YNHH	Putnam, Elizabeth	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Pylypiv, Taras	PA	Orthopedics	Bridgeport Hospital
YNHH	Qasba, Neena	MD	Obstetrics & Gynecology	YUSM Department of Obstetrics and Gynecology
YNHH	Qayyum, Zheala	MD	Psychiatry	YNHH Psychiatric Hospital



YNHH	Quadir, Muziana	MD	Internal Medicine	Shaheen Medical Center, LLC
YNHH	Quagliarello, Vincent	MD	Internal Medicine	YUSM Section of Infectious Disease
YNHH	Quaranta, Joseph	MD	Internal Medicine	Quinnipiac Medical of Branford, LLC
YNHH	Quentzel, Howard	MD	Internal Medicine	Griffin Hospital
YNHH	Quinlan, Donald	PhD	Psychiatry	Ambulatory Psychiatric Services, YNHHS
YNHH	Quintanilla, Meghan	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Quintanilla, Victor	PA	Urology	Orchard Surgical Specialists
YNHH	Quraishi, Imran	MD	Neurology	YUSM Department of Neurology
YNHH	Rabin, Tracy	MD	Internal Medicine	YUSM Section of General Medicine
YNHH	Rachler, Rachel	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Radebold, Andrea	MD	Internal Medicine	Quinnipiac Medical of Branford, LLC
YNHH	Radoff, Alan	MD	Internal Medicine	The Cardiology Group
YNHH	Radulovic, Miroslav	MD	Internal Medicine	Milford Hospital
YNHH	Rafferty, Terence	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Ragaza, Eric	MD	Radiology & Biomedical Imaging	Diagnostic Imaging of Milford
YNHH	Raghu, Madhavi	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Rai, Manisha	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Rall, Kerri	PA	Internal Medicine	YUSM Section of Oncology
YNHH	Ramachandran, Sarika	MD	Dermatology	YUSM Department of Dermatology
YNHH	Rambus, Carolyn	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Ramirez, Rachel	MD	Psychiatry	Yale-New Haven Hospital Saint Raphael Campus
YNHH	Ramos, Rey	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Rampal, Nishi	MD	Neurology	YUSM Department of Neurology
YNHH	Ramsey, Cassandra	APRN	Psychiatry	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Rana, Harinder	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Ranani, Dana	MD	Internal Medicine	Prohealth Physicians of Hamden
YNHH	Rancourt, Jammie	PA	Pediatrics	Yale-New Haven Children's Hospital at Bridgeport Hospital
YNHH	Randolph, Christopher	MD	Pediatrics	Center for Allergy/Asthma and Immunology
YNHH	Rank, Thomas	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Rankin, Katricia	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Ranz, Carey	APRN	Internal Medicine	YUSM Section of Cardiology
YNHH	Rao, Anitha	MD	Pathology	YUSM Department of Pathology
YNHH	Rao, Balaji	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Rao, Shilpa	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Rastegar, Asghar	MD	Internal Medicine	YUSM Department of Internal Medicine

YNHH	Rastetter, Rebecca	MD	Pediatrics	Whitney Pediatrics & Adolescent Medicine/NEMG
YNHH	Rastogi, Priya	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Rath, Kristina	MD	Obstetrics & Gynecology	Connecticut Medical Group - NEMG
YNHH	Rathbone, Richard	MD	Laboratory Medicine	YUSM Department of Laboratory Medicine
YNHH	Rathi, Sanjay	MD	Neurology	Neurology, Movement Disorders & Dystonia
YNHH	Ratner, Elena	MD	Obstetrics & Gynecology	YUSM Section of Gynecologic Oncology
YNHH	Rauktys, Aubrey	MD	Obstetrics & Gynecology	Ob/Gyn Physicians, P.C.
YNHH	Ravi, Sreedhar	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Ravski, Norman	MD	Obstetrics & Gynecology	County OB/GYN
YNHH	Ray, Kerry	APRN	Pediatrics	Bridgeport Hospital - Dept of Neonatology
YNHH	Rayaz, Hassan	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Razo-Vazquez, Andres Oswaldo	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Reach, John	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Reddy, Vikram	MD	Surgery	YUSM Department of Surgical Gastroenterology
YNHH	Redlich, Carrie	MD	Internal Medicine	YUSM Section of Occupational Medicine
YNHH	Reed, Anamika	MD	Internal Medicine	Gastroenterology Center of Connecticut
YNHH	Reel, Michael	MD	Obstetrics & Gynecology	Ob, Gyn & Menopause Physicians, PC
YNHH	Reeser, Pamela	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Regan, Christopher	MD	Internal Medicine	Cardiology Associates of Norwich
YNHH	Rego, Mark	MD	Psychiatry	Mark D. Rego, M.D.
YNHH	Reguero Hernandez, Jorge	MD	Surgery	YUSM Section of Gastroenterology
YNHH	Reid, Vanessa	APRN	Pediatrics	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Reilley, Karen	APRN	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Reilly, Drew	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Reilly, John	MD	Surgery	Orchard Medical Center
YNHH	Reiner, Eric	DO	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Reinwald, Sarah	APRN	Internal Medicine	YUSM Section of Medical Oncology
YNHH	Reiser, Lynn	MD	Psychiatry	
YNHH	Remakus, Christopher	MD	Internal Medicine	Northeast Medical Group, Inc.
YNHH	Remetz, Michael	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Remley, Elaine	PA	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Renaldi, Jacinta	APRN	Internal Medicine	YUSM Section of Rheumatology
YNHH	Renna, Sara	PA	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Resch, Elise	CNM	Obstetrics & Gynecology	Women's Health Associates, LLC
YNHH	Restifo, Richard	MD	Surgery	Richard J. Restifo, M.D., P.C.

YNHH	Rethy, Charles	MD	Internal Medicine	Connecticut Medical Group - NEMG
YNHH	Revkin, James	MD	Internal Medicine	Yale Cardiology Center for Advanced Heart Failure
YNHH	Revzin, Margarita	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Reyes, Joy	MD	Psychiatry	Bridgeport Hospital
YNHH	Reynolds, Heather	CNM	Obstetrics & Gynecology	Women's Center
YNHH	Reynolds, Jeffrey	MD	Internal Medicine	Connecticut Kidney Center, LLC
YNHH	Reznik, Alan	MD	Orthopedics	The Orthopaedic Group, LLC
YNHH	Rhee, Maria	MD	Obstetrics & Gynecology	Northeast Medical Group
YNHH	Rhee, Richard	MD	Internal Medicine	Branford Internal Medicine, L.L.C.
YNHH	Ribb, Kersti	APRN	Psychiatry	YUSM Department of Psychiatry
YNHH	Ricci-Collins, Nancy	PA	Surgery	YUSM Department of Surgery
YNHH	Riccio, David	MD	Internal Medicine	Connecticut Medical Group - NEMG
YNHH	Riccio, Gioia	MD	Radiology & Biomedical Imaging	Bridgeport Hospital Outpatient Radiology
YNHH	Rice, Andrew	DPM	Podiatry	Fairfield County Foot Surgeons, P.C.
YNHH	Rice, Erin	MD	Pediatrics	Branford Pediatrics & Allergy
YNHH	Richards, Bradley	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus Department of Medicine, Primary Care Residency
YNHH	Richards, Dara	MD	Pediatrics	Southwest Community Health Center
YNHH	Richer, Ross	MD	Orthopedics	Orthopaedic Specialty Group
YNHH	Richer, Sara	MD	Surgery	NEMG - Head and Neck Surgery
YNHH	Richman, Susan	MD	Obstetrics & Gynecology	County OB/GYN
YNHH	Richmond, Cherrilyn	APRN	Obstetrics & Gynecology	Yale Urogynecology
YNHH	Richter, Barry	MD	Dermatology	Solo Practice
YNHH	Rickey, Leslie	MD	Urology	Yale Urogynecology
YNHH	Riegler, Nitai	MD	Internal Medicine	Nitai I. Riegler, M.D., L.L.C.
YNHH	Riera, Antonio	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Rigsby, Michael	MD	Internal Medicine	Yale Health Plan
YNHH	Rimm, David	MD, PhD	Pathology	YUSM Department of Pathology
YNHH	Rimm, Janet	APRN	Psychiatry	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Rinder, Henry	MD	Laboratory Medicine	YUSM Department of Laboratory Medicine
YNHH	Ringstad, Bjorn	MD	Internal Medicine	Village Medical Associates
YNHH	Rinne, Seppo	MD, PhD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Riordan, Charles	MD	Psychiatry	BH Care, Inc.
YNHH	Rippel, Edward	MD	Internal Medicine	Quinnipiac Internal Medicine, P.C.
YNHH	Riso, Adam	PA	Neurosurgery	Yale-New Haven Hospital Spine Center

YNHH	Ritsema, Crystal	MD	Internal Medicine	YUSM Department of Internal Medicine
YNHH	Rivelli, Michelle	MD	Pediatrics	Pediatric Care Assoc. of CT, P.C.
YNHH	Rivera, John	MD	Internal Medicine	Southington Family Medical Center
YNHH	Rivera, Lisa	APRN	Internal Medicine	YUSM Section of Hematology
YNHH	Robakis, Daphne	MD	Neurology	YUSM Department of Neurology
YNHH	Robbins, Michael	DO	Anesthesiology	Advanced Diagnostic Pain Treatment Center
YNHH	Robert, Marie	MD	Pathology	YUSM Department of Pathology
YNHH	Roberts, John	MD	Internal Medicine	YUSM Section of Hematology
YNHH	Roberts, Kenneth	MD	Therapeutic Radiology	YUSM Department of Therapeutic Radiology - Smilow Cancer Hospital
YNHH	Roberts, Kurt	MD	Surgery	YUSM Section of Surgical Gastroenterology
YNHH	Robertson, Dilice	APRN	Psychiatry	YUSM Department of Psychiatry
YNHH	Robins, Holly	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Robinson, Deanne	MD	Dermatology	The Connecticut Dermatology Group, P.C.
YNHH	Robinson, Erica	MD	Obstetrics & Gynecology	Yale-New Haven Hospital, Women's Center
YNHH	Rochester, Carolyn	MD	Internal Medicine	VA Medical Center
YNHH	Rock, Ira	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Rockefeller, Jeannine	APRN	Neurosurgery	YNHH Pediatric Dentistry Center
YNHH	Rocklin, Donald	MD	Internal Medicine	Yale Cardiology
YNHH	Rode, Kurt	DPM	Podiatry	West Hartford Podiatry Association
YNHH	Rodenas, Mario	MD	Internal Medicine	YUSM Section of Allergy and Immunology
YNHH	Rodonski, Anna	PA	Internal Medicine	Yale-New Haven Transplant Center
YNHH	Rodrigues, Allan	MD	Internal Medicine	Chapel Pulmonary and Critical Care, LLC
YNHH	Rodriguez, Alexis	MD	Pediatrics	Yale-New Haven Hospital Saint Raphael Campus
YNHH	Rodriguez, Jose Alberto	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Rodriguez, Misael	PA	Pediatrics	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Rodriguez-Davalos, Manuel	MD	Surgery	YUSM Section of Transplantation
YNHH	Rodriguez-Murphy, Amanda	MD	Pediatrics	Pediatric Healthcare Associates
YNHH	Rogol, Peter	MD	Internal Medicine	Peter R. Rogol, M.D., L.L.C.
YNHH	Rohrbaugh, Robert	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Rohrig, Carolyn	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Rojkovskiy, Igor	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Rollinson, Nancy	APRN	Pediatrics	Pediatric Specialty Center
YNHH	Roman, Jaclyn	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Roman, Megan	PA	Obstetrics & Gynecology	YUSM Section of Gynecologic Oncology

YNHH	Romano, Elaine	APRN	Pediatrics	NICU Grad Program
YNHH	Romegialli, Alison	MD	Internal Medicine	YNHH Adult PCC
YNHH	Romero, Robby	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Roney, John	PA	Orthopedics	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Rosasco, Sarah	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Rose, Aron	MD	Ophthalmology	The Eye Care Group
YNHH	Rose, Margaret	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Rose, Robin	PA	Surgery	YNHH Department of Surgery
YNHH	Rosen, Danya	MD	Pediatrics	Yale Pediatric Specialty Center
YNHH	Rosen, Marc	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Rosenbaum, Julie	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Rosenbaum, Stanley	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Rosenberg, Ilene	MD	Internal Medicine	Internal Medicine of Milford
YNHH	Rosenblatt, William	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Rosenblum, David	MD	Orthopedics	Gaylord Hospital
YNHH	Rosenfeld, Lynda	MD	Internal Medicine	YMG at the Shoreline-Cardiology
YNHH	Rosenthal, Marjorie	MD	Pediatrics	YNHH Pediatric PCC
YNHH	Rosenthal, Mark	MD	Pediatrics	Gales Ferry Pediatrics - NEMG
YNHH	Rosenthal, Michael	MD	Internal Medicine	Street, Melchinger, Breier, Rosenthal
YNHH	Rosewater, Irina	MD	Internal Medicine	Endocrine Associates of Connecticut
YNHH	Rosner, William	MD	Internal Medicine	Family Physicians of West Haven, L.L.C./NEMG
YNHH	Rosoff, James	MD	Urology	YUSM Department of Urology
YNHH	Rosovsky, Mark	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Ross, Ann	MD	Obstetrics & Gynecology	UHSC OB/GYN
YNHH	Ross, Joseph	MD	Internal Medicine	YNHH Primary Care Center
YNHH	Rostkowski, Amanda	MD, PhD	Obstetrics & Gynecology	Fine & Gillette
YNHH	Roth, David	MD	Obstetrics & Gynecology	UHSC OB/GYN
YNHH	Roux, Françoise	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Rowan, Cherise	MD	Pediatrics	Fair Haven Community Health Center
YNHH	Rowland, Christine	PA	Psychiatry	Northeast Medical Group, Inc.
YNHH	Roy, Brita	MD, MPH	Internal Medicine	YNHH Adult PCC
YNHH	Ruben, Harvey	MD	Psychiatry	Harvey L. Ruben, M.D., P.C.
YNHH	Rubenstein, Marc	MD	Psychiatry	
YNHH	Rubin, Ellen	APRN	Psychiatry	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Rubin, Philip	MD	Anesthesiology	YUSM Department of Anesthesiology

YNHH	Rubin, Richard	MD	Psychiatry	Clinical Associates of CT
YNHH	Rubinowitz, Ami	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Rubinstein, Michael	MD	Internal Medicine	Internal Medicine of Clinton, L.L.C.
YNHH	Ruby, Jennifer	APRN	Internal Medicine	YUSM Section of Digestive Diseases
YNHH	Rudich, Danielle	MD	Ophthalmology	The Eye Care Group
YNHH	Rudich, Lynn	MD	Pediatrics	Maxim Offsite Pediatric Clinic/Community Partners in Action
YNHH	Rudolph, Michael	MD	Internal Medicine	Milford Hospital
YNHH	Rufin, Claire	MD	Orthopedics	Yale-New Haven Hospital St. Raphael Campus
YNHH	Ruggiero, Filomena	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Rusadze, Eka	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Ruskis, Alan	MD	Anesthesiology	YUSM Department of Anesthesiology - Saint Raphael Campus
YNHH	Russi, Mark	MD	Internal Medicine	YNHH Occupational Health Services
YNHH	Ruszkowski, Alice	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Ruwe, Patrick	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C
YNHH	Ryan, Edward	PhD	Psychiatry	
YNHH	Ryan, Erin	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Ryan, Kyle	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Ryan, Sheryl	MD	Pediatrics	YNHH Pediatric Specialty Clinic
YNHH	Ryan-Krause, Patricia	APRN	Pediatrics	YNHH Pediatric PCC
YNHH	Sabbath, Kert	MD	Internal Medicine	Y-NHH Smilow Cancer Hospital - Waterbury
YNHH	Saberski, Lloyd	MD	Internal Medicine	Advanced Diagnostic Pain Treatment Center
YNHH	Sabourin, Christiane	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Sacco, Jillian	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Sachar, Hamita	MD	Internal Medicine	YUSM Section of Digestive Diseases
YNHH	Sadinsky, Howard	DO	Pediatrics	Milford Pediatric Group
YNHH	Sadock, Robert	MD	Internal Medicine	YNHH Primary Care Center
YNHH	Safavi, Yauss	MD	Psychiatry	YNHH Saint Raphael Campus Department of Psychiatry
YNHH	Safdar, Basmah	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Safian, Michael	DDS	Dentistry	
YNHH	Saga-Abrina, Rowena	APRN	Radiology & Biomedical Imaging	YUSM Section of Cardiac Surgery
YNHH	Sagnella, Chad	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Sagnella, Lisa	APRN	Surgery	YUSM Section of Pediatric Surgery
YNHH	Sahay, Neayka	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Said, Anace	MD	Internal Medicine	Masonicare Health Center
YNHH	Sakalkale, Durgadas	MD	Orthopedics	Center for Orthopaedics



YNHH	Sakharova, Olga	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Salame, Camille	MD	Neurosurgery	Camille G. Salame, M.D., LLC
YNHH	Salamida, Christine	APRN	Internal Medicine	Gastroenterology Center of Connecticut
YNHH	Salardini, Arash	MD	Neurology	YUSM Department of Neurology
YNHH	Salem, Ronald	MD	Surgery	YUSM Section of Surgical Oncology
YNHH	Salerno, Amy	MD	Internal Medicine	Yale-New Haven Hospital Rehabilitation and Wellness Center at Milford Hospital
YNHH	Salomon, Jeffrey	MD	Surgery	Jeffrey C. Salomon, M.D., P.C.
YNHH	Salvana, Jose	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Salzano, Richard	MD	Surgery	
YNHH	Samma, Muneeb	MD	Internal Medicine	Medical Walk In Care of Westville, LLC
YNHH	Samoskevich, Joanna	APRN	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Samson, Leah	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Samuel, John	MD	Pediatrics	Yale-New Haven Hospital Saint Raphael Campus
YNHH	Samuels, Elizabeth	MD, MPH	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Sanacora, Gerard	MD, PhD	Psychiatry	Connecticut Mental Health Center
YNHH	Sanchez, Donna	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Sanchez, Mayra	MD	Internal Medicine	YUSM Section of Gastroenterology
YNHH	Sander, Lisa	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Sanders, Graig	PA	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Sanders, Lisa	MD	Internal Medicine	Yale-New Haven Hospital Saint Raphael Campus
YNHH	Sanford, Stephanie	APRN	Internal Medicine	YUSM Section of Hematology
YNHH	Sanft, Tara	MD	Internal Medicine	YUSM Section of Oncology
YNHH	Sankey, Christopher	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Sansing, Lauren	MD	Neurology	YUSM Department of Neurology
YNHH	Santacana-Laffitte, Guido	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Santiago, Jesus	PA	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Santin, Alessandro	MD	Obstetrics & Gynecology	YUSM Section of Gynecologic Oncology
YNHH	Santucci, Karen	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Sanyal, Margaret	MD	Pediatrics	Branford Pediatrics & Allergy
YNHH	Saperstein, Lawrence	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Sapire, Joshua	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Sarac, Timur	MD	Surgery	YUSM Section of Vascular Surgery
YNHH	Saracco, Joseph	DPM	Podiatry	Connecticut Podiatry Group, P.C.
YNHH	Sarfeh, James	MD	Internal Medicine	

YNHH	Sarracino, Joanna	MD	Ophthalmology	Ophthalmic Surgeons of Greater Bridgeport, P.C.
YNHH	Sasaki, Clarence	MD	Surgery	YUSM Section of Otolaryngology
YNHH	Sather, John	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Sather, Polly	APRN	Internal Medicine	Y-NHH Smilow Cancer Hospital Multispecialty Care Center
YNHH	Saul, Zane	MD	Pediatrics	Internal Medicine & Infectious Disease Assoc
YNHH	Sauler, Maor	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Saunders, Joy	APRN	Internal Medicine	Yale Cardiology
YNHH	Saunders, Steven	MD	Internal Medicine	Solo Practice
YNHH	Savage, Mary	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Savetamal, Alisa	MD	Surgery	Northeast Medical Group, Inc.
YNHH	Savin, Ronald	MD	Dermatology	The Savin Center, PC
YNHH	Saxena, Aneeta	MD	Neurology	YUSM Department of Neurology
YNHH	Scala, JoDonna	MD	Internal Medicine	North Haven Walk-in Clinic
YNHH	Scalley, Meaghen	APRN	Obstetrics & Gynecology	YUSM Section of Maternal Fetal-Medicine
YNHH	Scanlan, Mark	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C
YNHH	Scartozzi, Richard	MD	Ophthalmology	Danbury Eye Physicians & Surgeons
YNHH	Scates, Zena	MD	Pediatrics	Pediatrics Plus, P.C.
YNHH	Sceppa, Debra	PA	Internal Medicine	
YNHH	Sceppa, John	PA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Schaschl, Jodi	PA	Surgery	Bridgeport Hospital
YNHH	Scheimann, Mary	MD	Internal Medicine	Shoreline Internal Medicine
YNHH	Schilsky, Michael	MD	Internal Medicine	YUSM Section of Digestive Diseases
YNHH	Schindler, Joseph	MD	Neurology	YUSM Department of Neurology
YNHH	Schiopescu, Irina	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Schlachter, Todd	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology and Biomedical Imaging - Outpatient Radiology Services
YNHH	Schlein, Allen	MD	Orthopedics	Orthopaedic Surgery Associates, P.C.
YNHH	Schlissel, Elise	MD	Pediatrics	YNHH Pediatric PCC
YNHH	Schmaling, Brittany	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Schmidt, John	MD	Surgery	Solo Practice
YNHH	Schmidt, Julie	APRN	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Schneeberg, Lynelle	PsyD	Internal Medicine	Middlesex Hospital Primary Care - Madison
YNHH	Schneider, Jonathan	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Schneider, Nicole	PA	Internal Medicine	NEMG - Y-NHH Hospitalists

YNHH	Schoen, Robert	MD	Internal Medicine	New Haven Rheumatology, P.C.
YNHH	Schoenfeld, Mark	MD	Internal Medicine	Arrhythmia Center of Connecticut
YNHH	Schonberger, Robert	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Schoppmann, Ann Marie	PA	Surgery	Bridgeport Hospital
YNHH	Schottenfeld, Richard	MD	Psychiatry	Connecticut Mental Health Center
YNHH	Schpero, Mark	DDS	Dentistry	
YNHH	Schrader, Alicia	DO	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Schreiber, William	MD	Internal Medicine	Northeast Medical Group
YNHH	Schreibman, Rochelle	MD	Psychiatry	Rochelle R. Schreibman, M.D.
YNHH	Schroter, Deborah	MD	Psychiatry	Deborah L. Schroter, M.D.
YNHH	Schulam, Peter	MD, PhD	Urology	YUSM Department of Urology
YNHH	Schulten, Christopher	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Schulten, Richard	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Schultz, Michael	PA	Internal Medicine	Gastroenterology Center of Connecticut
YNHH	Schumack, Priscilla	APRN	Orthopedics	YUSM Department of Orthopedics
YNHH	Schumitz, Diana	PA	Internal Medicine	YUSM Section of Cardiology
YNHH	Schussheim, Adam	MD	Internal Medicine	Cardiac Specialists, P.C.
YNHH	Schuster, Kevin	MD	Surgery	YUSM Section of Trauma & Critical Care
YNHH	Schwab, Carlton	MD	Obstetrics & Gynecology	YUSM Section of Gynecologic Oncology
YNHH	Schwartz, Dana	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Schwartz, Elizabeth	CNM	Obstetrics & Gynecology	Greater New Haven OB/GYN
YNHH	Schwartz, Ian	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Schwartz, Jeffrey	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Schwartz, Jeremy	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus Department of Medicine, Primary Care Residency
YNHH	Schwartz, Peter	MD	Obstetrics & Gynecology	YUSM Section of Gynecologic Oncology
YNHH	Schwartz, Ronald	MD	Internal Medicine	Masonicare Primary Care Physicians
YNHH	Scialla, Anthony	MD	Surgery	
YNHH	Scott, Angela	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Scott, James	MD	Psychiatry	
YNHH	Scoutt, Leslie	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Scoville, Ann	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Searles, Jennifer	APRN	Pediatrics	Children's Medical Group, LLC
YNHH	Sedore, Stanley	MD, PhD	Pediatrics	YUSM Section of Pediatric Cardiology
YNHH	Seely, James	MD	Internal Medicine	Fair Haven Community Health Center

YNHH	Seewald, Randy	MD	Internal Medicine	Regional Hospice and Home Care of Western Ct, Inc
YNHH	Segui, Lydia	PA	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Seils, Elizabeth	PA	Pediatrics	YUSM Section of Neonatology
YNHH	Sekhar, Rajat	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Seli, Emre	MD	Obstetrics & Gynecology	YUSM Section of Reproductive Endocrinology
YNHH	Seli, Meltem	MD	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Seligson, Raymond	MD	Pediatrics	Pediatric Associates of Branford
YNHH	Sella, Enzo	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C
YNHH	Seltzer, Arthur	MD	Internal Medicine	Yale Cardiology
YNHH	Seltzer, Jeffrey	MD	Internal Medicine	Cardiology Associates of Norwich
YNHH	Selvam, Anand	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Selwyn, Peter	MD	Internal Medicine	Montefiore Medical Center/Albert Einstein College of Medicine
YNHH	Semeraro, Lucille	MD	Pediatrics	Long Wharf Pediatrics & Adol. Medicine
YNHH	Senatus, Patrick	MD	Neurosurgery	Eastern Orthopedic & Sports Medicine
YNHH	Senior, Audrey	APRN	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Serlin, Michelle	MD	Pediatrics	Yale Health Plan
YNHH	Sernyak, Michael	MD	Psychiatry	Connecticut Mental Health Center
YNHH	Seropian, Stuart	MD	Internal Medicine	YUSM Section of Hematology
YNHH	Setaro, John	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Seye, Astou	MD	Internal Medicine	Bridgeport Hospital
YNHH	Sfakianaki, Anna	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Shader, Laurel	MD	Pediatrics	Fair Haven Community Health Center
YNHH	Shafranov, George	MD	Ophthalmology	
YNHH	Shah, Brian	DDS,MD	Dentistry	YNHH Department of Dentistry
YNHH	Shah, Nidhi	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Shah, Niketa	MD	Pediatrics	YUSM Section of Pediatric Hematology/Onc
YNHH	Shah, Subhash	MD	Surgery	General Surgeons Greater Bridgeport
YNHH	Shah, Vinnie	MD	Ophthalmology	Ophthalmic Surgeons of Greater Bridgeport, P.C.
YNHH	Shahab, Zartashia	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Shakir, Omar	MD, MBA	Ophthalmology	Yale Eye Center
YNHH	Shapiro, Eugene	MD	Pediatrics	YUSM Section of General Pediatrics
YNHH	Shapiro, Marc	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Shapiro, Martin	MD	Ophthalmology	Eye Physicians & Surgeons
YNHH	Shapiro, Philip	MD	Dermatology	
YNHH	Sharifi, Mahnoosh	MD, MPH	Pediatrics	YNHH Pediatric PCC

YNHH	Sharkey, Melinda	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Sharma, Prabin	MD	Internal Medicine	Bridgeport Hospital
YNHH	Sharma, Shivi	MD	Internal Medicine	Physicians Alliance of CT Hospitalists
YNHH	Sharp, Emily	PhD	Neurology	YUSM Department of Neurology
YNHH	Sharp, Gloria	PA	Surgery	YUSM Section of Cardiology
YNHH	Sharpe, Timothy	MD	Obstetrics & Gynecology	Milford Ob-Gyn Physicians
YNHH	Shaw, Albert	MD	Internal Medicine	YUSM Section of Infectious Disease
YNHH	Shaw, Matthew	PhD	Psychiatry	
YNHH	Shaw, Melissa	PA	Pediatrics	YUSM Section of Pediatric Hematology/Onc
YNHH	Shaw, Richard	MD	Surgery	Yale-New Haven Cardiac Rehabilitation Center
YNHH	Shaywitz, Bennett	MD	Pediatrics	YUSM Section of Pediatric Neurology
YNHH	Shaywitz, Sally	MD	Pediatrics	Yale Center for Dyslexia & Creativity
YNHH	Shear, Perry	MD	Neurosurgery	Orthopaedic Specialty Group
YNHH	Sheehan, Juliann	MD	Pediatrics	YUSM Section of Neonatology
YNHH	Sheehan, Michael	MD	Pediatrics	Branford Pediatrics & Allergy
YNHH	Sheehan, Raymond	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Sheikh, Kiran	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Sheiman, Laura	MD	Radiology & Biomedical Imaging	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Sheiman, Rachel	MD	Pediatrics	Willow Pediatric Group
YNHH	Shelby, Bryan	MD	Psychiatry	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Shelley, Kirk	MD, PhD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Shen, Meifeng	PA	Internal Medicine	YUSM Section of Oncology
YNHH	Shenoi, Sheela	MD	Internal Medicine	YUSM Section of Infectious Disease Nathan Smith Clinic
YNHH	Shenouda, Raymone	MD	Psychiatry	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Shepherd, James	MD, PhD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus - Haelen Center
YNHH	Shepherd-Hall, Janiline	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Sheridan-Nath, Alison	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Sherline, Nadia	MD	Dermatology	Dermatology in Hamden, L.L.C.
YNHH	Sherman, Jodi	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Sherr, Jennifer	MD	Pediatrics	YUSM Section of Pediatric Endocrinology
YNHH	Sherwin, Robert	MD	Internal Medicine	YUSM Section of Endocrinology
YNHH	Sheth, Kevin	MD	Neurology	YUSM Department of Neurology
YNHH	Sheth, Sangini	MD	Obstetrics & Gynecology	YNHH Primary Care Center
YNHH	Shi, Julia	MD	Internal Medicine	Central Medical Unit

YNHH	Shia, Derek	MD	Orthopedics	The Orthopaedic Group, division of Connecticut Orthopaedic Specialists
YNHH	Shiffman, Richard	MD	Pediatrics	YNHH Pediatric PCC
YNHH	Shih, Julie	MD	Obstetrics & Gynecology	Greater New Haven OB/GYN
YNHH	Shih, Vivian	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Shimkin, Peter	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Shimono, Chantelle	APRN	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Shipkowitz, Sandra	APRN	Pediatrics	Bridgeport Hospital
YNHH	Shirali, Anushree	MD	Internal Medicine	YUSM Section of Nephrology
YNHH	Shirani, Shirin	MD	Internal Medicine	Metabolism Associates
YNHH	Shirazi, Nasser	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Sholomskas, Alan	MD	Psychiatry	Optima Mental Health
YNHH	Shore, Rayme	MD	Obstetrics & Gynecology	OB/GYN & Infertility Group
YNHH	Shuch, Brian	MD	Urology	YUSM Department of Urology
YNHH	Shulman, Gerald	MD	Internal Medicine	YUSM Section of Endocrinology
YNHH	Sicklick, Alyse	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Sico, Jeanine	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Sidana, Jasdeep	MD	Internal Medicine	Lung Docs of CT/Sleep Management Center
YNHH	Siddiqi, Aisha	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Siddon, Alexa	MD	Laboratory Medicine	YUSM Department of Pathology
YNHH	Siegal, Alan	MD	Psychiatry	Geriatric & Adult Psychiatry, L.L.C.
YNHH	Siegel, Mark	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Siegfried, Jonathan	MD	Internal Medicine	Connecticut Heart Group, P.C.
YNHH	Sienko, Amy	APRN	Pediatrics	Y-NHH, St. Raphael Campus
YNHH	Sierra, Cesar	MD	Ophthalmology	
YNHH	Siew, Lawrence	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Sikes, Kristin	APRN	Pediatrics	YUSM Section of Pediatric Endocrinology
YNHH	Silasi, Dan-Arin	MD	Obstetrics & Gynecology	YUSM Section of Gynecologic Oncology
YNHH	Silasi, Michelle	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Silber, Andrea	MD	Internal Medicine	YUSM Section of Oncology
YNHH	Silbert, Jonathan	MD	Ophthalmology	The Eye Care Group
YNHH	Silin, Douglas	MD	Radiology & Biomedical Imaging	Yale Medical Group
YNHH	Silva, Cicero	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Silverman, David	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Silverman, Nira	MD	Dermatology	Dermatology Physicians of CT



YNHH	Silverstein, Sheryl	PhD	Psychiatry	
YNHH	Silverstein, Steven	DPM	Podiatry	Podiatry Group of New Haven, P.C.
YNHH	Silverstone, David	MD	Ophthalmology	The Eye Care Group
YNHH	Silverstone, Philip	MD	Ophthalmology	Eye Physicians & Surgeons
YNHH	Silvestri, Mark	MD	Obstetrics & Gynecology	Cornell Scott - Hill Health Center
YNHH	Simmons, Evans	PA	Surgery	Y-NHH, Department of Surgery
YNHH	Simo, Sheran	APRN	Internal Medicine	Bridgeport Palliative Care
YNHH	Simon, David	MD	Internal Medicine	Connecticut Kidney Center, LLC
YNHH	Sinard, John	MD, PhD	Pathology	YUSM Department of Pathology
YNHH	Siner, Jonathan	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Singh, Dinesh	MD	Urology	YUSM Section of Urology
YNHH	Singh, Manpreet	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Singh, Vasundhara	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Sinusas, Albert	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Sivaraju, Adithya	MD	Neurology	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Sivkin, Miriam	MD	Obstetrics & Gynecology	Southern CT Women's Health Care, P.C.
YNHH	Skiba, Barbara	PA	Internal Medicine	Yale New Haven Hospital
YNHH	Sklar, Craig	MD	Ophthalmology	The Eye Care Group
YNHH	Sklar, Jeffrey	MD	Pathology	YUSM Department of Pathology
YNHH	Skope, Leonard	DDS	Dentistry	Oral & Max Surgery Assoc. of Greater NH
YNHH	Slane, Assunta	APRN	Orthopedics	Connecticut Orthopaedic Specialists, P.C
YNHH	Slattery, Stephanie	MD	Pediatrics	Pediatrics Plus, P.C.
YNHH	Sledge, William	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Small, Jeffrey	MD	Urology	
YNHH	Small, Martha	MD	Pediatrics	Pediatric Healthcare Associates
YNHH	Small, Peter	MD	Ophthalmology	Peter A. Small. M.D.
YNHH	Small, Valerie	MD	Internal Medicine	Middlesex Hospital Primary Care - Westbrook
YNHH	Smillie, Christina	MD	Pediatrics	Breastfeeding Resources
YNHH	Smith, Amy	APRN	Internal Medicine	Heart Care Associates of Connecticut, L.L.C.
YNHH	Smith, Brian	MD	Laboratory Medicine	YUSM Department of Laboratory Medicine
YNHH	Smith, David	MD	Internal Medicine	Yale Health Plan
YNHH	Smith, Dorothea	APRN	Obstetrics & Gynecology	Women's Center
YNHH	Smith, Izabela	CRNA	Anesthesiology	YUSM Department of Anesthesiology - Saint Raphael Campus
YNHH	Smith, J.	MD	Internal Medicine	
YNHH	Smith, Marilyn	MD	Pediatrics	Canterbury Pediatrics

YNHH	Smith, Marissa	MD	Pediatrics	The Orthopedic & Sports Medicine Center
YNHH	Smith, Paula	APRN	Pediatrics	Pediatrics Plus, P.C.
YNHH	Smith, Scott	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Snyder, Christopher	MD	Internal Medicine	Internal Medicine of Milford
YNHH	Snyder, Edward	MD	Laboratory Medicine	YUSM Department of Laboratory Medicine
YNHH	Soares, Sarita	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus Department of Medicine, Primary Care Residency
YNHH	Socci, Adrienne	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Sofair, Andre	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus Department of Medicine, Primary Care Residency
YNHH	Sokolowski, Chester	DDS	Dentistry	Kids First Pediatric Dentistry & Orthodontics
YNHH	Solomon, Daniel	MD	Surgery	YUSM Section of Pediatric Surgery - YNH Children's Hospital
YNHH	Soloway, Gregory	MD	Internal Medicine	Gastroenterology Associates, P.C.
YNHH	Soloway, Scott	MD	Ophthalmology	Scott M. Soloway, MD
YNHH	Somlo, Stefan	MD	Internal Medicine	YUSM Section of Nephrology
YNHH	Soto, Alicia	MD	Pediatrics	Pediatrics Plus, P.C.
YNHH	Southard, Rachel	APRN	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Spagnuolo, Juliana	PA	Surgery	YUSM Section of Cardiac Surgery
YNHH	Spak, James	MD	Orthopedics	The Orthopedic & Sports Medicine Center
YNHH	Spangler, Stephanie	MD	Obstetrics & Gynecology	Yale Health Plan
YNHH	Spanolios, Paris	MD	Internal Medicine	Internal Medicine of Milford
YNHH	Spatz Turner, Erica	MD	Internal Medicine	Yale Health Plan
YNHH	Spector, Gary	MD	Internal Medicine	Internal Medicine of Milford
YNHH	Spector, Kenneth	MD	Internal Medicine	Cardiology Associates of Derby
YNHH	Spektor, Michael	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Spencer, Dennis	MD	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Spencer, Stacy	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Spencer-Manzon, Michele	MD	Internal Medicine	Central Medical Unit
YNHH	Speranza, Musa	MD	Obstetrics & Gynecology	Ob, Gyn & Menopause Physicians, PC
YNHH	Spiesel, Sydney	MD	Pediatrics	Pediatric and Adolescent Medicine, Sydney Z. Spiesel, Ph.D., M.D., LLC
YNHH	Spollett, GERALYN	APRN	Internal Medicine	YUSM Section of Endocrinology
YNHH	Sprenkle, Preston	MD	Urology	YUSM Department of Urology
YNHH	Springer, Dena	MD	Pediatrics	Hamden Pediatrics, P.C.
YNHH	Springer, Sandra	MD	Internal Medicine	YUSM Section of Infectious Disease, AIDS Program

YNHH	Springhorn, Erin	MD	Pediatrics	Shoreline Pediatric & Adoles. Medicine (ProHealth Physicians)
YNHH	Spudich, Serena	MD	Neurology	YUSM Department of Neurology
YNHH	Square, Amanda	MD	Psychiatry	Yale-New Haven Hospital, Department of Psychiatry
YNHH	Squicciarini, Helena	DO	Obstetrics & Gynecology	Womens Healthcare of Trumbull
YNHH	Sramcik, Julie	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Sreshta, Neil	MD	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Srihari, Vinod	MD	Psychiatry	Connecticut Mental Health Center
YNHH	Sritharan, Kandiah	MD	Internal Medicine	Patient Choice Medical Care
YNHH	Srouji, Jessica	APRN	Pediatrics	YUSM Section of Genetics
YNHH	St. Jacques, Susan	PA	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Stack, Maria	MD	Internal Medicine	MT Carmel Internal Medicine and Geriatrics, L.L.C.
YNHH	Stahl, Barbara	APRN	Surgery	YUSM Section of Cardiac Surgery
YNHH	Stahl, Richard	MD	Surgery	Connecticut Center for Plastic Surgery
YNHH	Stair, David	MD	Internal Medicine	Connecticut Medical Group, LLC
YNHH	Stanek, Jessica	CNM	Obstetrics & Gynecology	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Stannard, Andrea	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Stanton, Robert	MD	Orthopedics	Orthopaedic Specialty Group
YNHH	Stanwood, Nancy	MD	Obstetrics & Gynecology	Women's Center
YNHH	Starace-Colabella, Linda	MD	Obstetrics & Gynecology	UHSC OB/GYN
YNHH	Staugaard, Carol	APRN	Internal Medicine	YUSM Section of Oncology, Smilow Cancer Hospital
YNHH	Steckel, Mark	MD	Ophthalmology	Pediatric & Adult Ophthalmology
YNHH	Steenbergen, Peter	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Steeves, Corrie	MD	Pediatrics	Pediatric Healthcare Associates
YNHH	Stefanski, Aimee	APRN	Internal Medicine	Cardiology Associates of Norwich
YNHH	Stein, Jeffrey	MD	Pediatrics	YUSM Section of Pediatric Nephrology
YNHH	Stein, Jonathan	MD	Pediatrics	Guilford Pediatrics
YNHH	Stein, Stacey	MD	Internal Medicine	YUSM Section of Oncology
YNHH	Stein, Stephen	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Steinbacher, Derek	MD, DMD	Surgery	Yale Pediatric Specialty Center
YNHH	Steiner, Jeanne	DO	Psychiatry	Connecticut Mental Health Center
YNHH	Steller, Rodney	DMD	Dentistry	
YNHH	Stemler, Karen	APRN	Internal Medicine	Quinnipiac Medical of Branford, LLC
YNHH	Stepczynski, Jadwiga	MD	Internal Medicine	YNHH Adult PCC
YNHH	Stern, Robert	MD, PhD	Psychiatry	Robert Stern, M.D., P.C.
YNHH	Sternberg, Diana	PA	Internal Medicine	NEMG - Y-NHH Hospitalists

YNHH	Stevenson, Devra	PA	Neurology	YUSM Department of Neurosurgery
YNHH	Stewart, Jill	APRN	Internal Medicine	Yale Medical Group
YNHH	Stewart, Jonathan	PA	Internal Medicine	Northeast Medical Group, Inc.
YNHH	Stewart, Shetal	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Stewart, Thomas	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Stewart, Wendy	PhD	Psychiatry	Solo Practice
YNHH	Stitelman, David	MD	Surgery	YUSM Department of Pediatrics
YNHH	Stitz, Douglas	PA	Internal Medicine	Heart Care Associates of Connecticut, L.L.C.
YNHH	Stoessel, Kathleen	MD	Ophthalmology	Yale Eye Center
YNHH	Stoll, Sharon	DO	Neurology	YUSM Department of Neurology
YNHH	Stone, Deborah	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Stone, Kenneth	MD	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Stone, Shepard	PA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Storeygard, Shari	MD	Pediatrics	Child-Adolescent Healthcare
YNHH	Stout, Robert	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Stransky, Martin	MD	Neurology	YUSM Department of Neurology
YNHH	Straun, Teo-Carlo	MD	Psychiatry	Straun Health & Wellness LLC
YNHH	Strazzabosco, Mario	MD	Internal Medicine	YUSM Section of Gastroenterology
YNHH	Streeter, Gordon	MD	Pediatrics	Yale Health Plan
YNHH	Strippoli, Kara	PA	Internal Medicine	Yale-New Haven Hospital Saint Raphael Campus
YNHH	Strittmatter, Stephen	MD, PhD	Neurology	YUSM Department of Neurology
YNHH	Strong, Ann	MD	Obstetrics & Gynecology	Strong Women's Health, LLC
YNHH	Stroup, Ralph	MD	Urology	YUSM Department of Urology
YNHH	Strout, Matthew	MD, PhD	Internal Medicine	Yale Medical Group Administration
YNHH	Strugar, John	MD	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Stubbe, Dorothy	MD	Child Psychiatry	Yale University Child Study Center
YNHH	Stupak, Howard	MD	Surgery	Howard Stupak, M.D.
YNHH	Sturrock, Tracy	APRN	Surgery	Y-NHH Smilow Cancer Hospital
YNHH	Subtil-Deoliveira, Antonio	MD	Dermatology	YUSM Department of Dermatology
YNHH	Sude, Leslie	MD	Pediatrics	Chapel Pediatric Group
YNHH	Sudikoff, Stephanie	MD	Pediatrics	Synapse Center
YNHH	Suesserman, Herbert	MD	Obstetrics & Gynecology	Herbert Suesserman, MD, PC
YNHH	Sugeng, Lissa	MD	Internal Medicine	Yale Cardiology Center for Advanced Heart Failure
YNHH	Sugin, Stephanie	MD	Ophthalmology	The Eye Care Group
YNHH	Sullivan, Jill	PA	Surgery	YUSM Section of Cardiac Surgery

YNHH	Sultan, Michael	DDS	Dentistry	YNHH Pediatric Dentistry Center
YNHH	Summers, Craig	MD	Pediatrics	Children's Medical Group, LLC
YNHH	Sumner, Jeffrey	MD	Orthopedics	Center for Orthopaedics
YNHH	Sumpio, Bauer	MD, PhD	Surgery	YUSM Section of Vascular Surgery
YNHH	Sun, Dharini	MD	Internal Medicine	Mount Carmel Medical Associates, LLP
YNHH	Sundstrom, Laura	CNM	Obstetrics & Gynecology	Women's Health Associates, LLC
YNHH	Suozzi, Kathleen	MD	Dermatology	Yale Dermatologic Surgery
YNHH	Sussman, Louis	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Suter, Lisa	MD	Internal Medicine	VA Medical Center
YNHH	Sutton, Judy	APRN	Internal Medicine	Yale Health Plan
YNHH	Sutton, Karen	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Sutton, Richard	MD, PhD	Internal Medicine	YUSM Section of Infectious Disease
YNHH	Swan, Andrew	MD	Ophthalmology	Eye Center of Southern Connecticut, P.C.
YNHH	Swan, Keith	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Swartz, Martha	APRN	Pediatrics	Primary Care Center
YNHH	Swidler, Mark	MD	Internal Medicine	Yale Cancer Center Palliative Care
YNHH	Swigart, Carrie	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Syed, Muhammad	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Sylvester, Kati	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Syombathy, Virginia	APRN	Internal Medicine	Y-NHH Smilow Cancer Care Center
YNHH	Sytek, Mary	APRN	Surgery	YUSM Section of Vascular Surgery
YNHH	Sze, Gordon	MD	Radiology & Biomedical Imaging	Yale-New Haven Hospital - Temple Radiology
YNHH	Szekely, Anna	MD	Neurology	YUSM Section of Genetics
YNHH	Sznol, Mario	MD	Internal Medicine	YNHH Smilow Cancer Hospital
YNHH	Taddei, Tamar	MD	Internal Medicine	YUSM Section of Digestive Diseases
YNHH	Taheri, Paul	MD	Surgery	YUSM Section of Trauma & Critical Care
YNHH	Tahir, Omair	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Taikowski, Richard	MD	Internal Medicine	Cardiac Specialists, P.C.
YNHH	Taillon, Emily	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Takacs, Victoria	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Takoudes, Thomas	MD	Surgery	Ear, Nose & Throat Medical and Surgical
YNHH	Takyar, Seyedtaghi	MD, PhD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Tal, Reshef	MD	Obstetrics & Gynecology	Yale Fertility Center
YNHH	Talsania, Ashita	MD	Internal Medicine	Y-NHH Smilow Cancer Hospital Torrington Care Center
YNHH	Talwalkar, Jaideep	MD	Internal Medicine	St. Mary's Hospital

YNHH	Tamborlane, William	MD	Pediatrics	YUSM Section of Pediatric Endocrinology
YNHH	Tandon, Suman	MD	Internal Medicine	Connecticut Heart Group, P.C.
YNHH	Taneja, Anshu	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Tanoue, Lynn	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Tantawy, Hossam	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Tao, Jing	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Tara, Harold	MD	Internal Medicine	Medical Oncology & Hematology
YNHH	Tarabar, Amerisa	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Tarabar, Asim	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Taubin, Howard	MD	Internal Medicine	Gastroenterology Associates, P.C.
YNHH	Tawiah, Phyllis	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Taylor, Caroline	MD	Radiology & Biomedical Imaging	West Haven VA Hospital
YNHH	Taylor, Hugh	MD	Obstetrics & Gynecology	YUSM Section of Reproductive Endocrinology
YNHH	Taylor, Lane	DO	Child Psychiatry	Yale University Child Study Center
YNHH	Taylor, Mark	MD	Internal Medicine	Gastroenterology Center of Connecticut
YNHH	Taylor, Richard	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Tek, Cenk	MD	Psychiatry	Connecticut Mental Health Center
YNHH	Telfer, Michelle	CNM	Obstetrics & Gynecology	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Tello Silva, Enrique	MD	Psychiatry	Spectrum Psychiatric Group, P.C.
YNHH	Teng, Christopher	MD	Ophthalmology	Yale Eye Center
YNHH	Teodoro, Dana	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Tepley, Robert	PhD	Psychiatry	Yale-New Haven Hospital Rehabilitation and Wellness Center at Milford Hospital
YNHH	Testa, Francine	MD	Pediatrics	Child Neurology Associates, L.L.P.
YNHH	Testani, Jeffrey	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Tetrault, Jeanette	MD	Internal Medicine	Central Medical Unit
YNHH	Thampy, Unnikrishnan	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Thande, Njeri	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Thenttu, Jyothi	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Therriault, Shahana	PA	Orthopedics	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Thibeault, Susan	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Thomas, Donna-Ann	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Thomas, Kenneth	MD	Obstetrics & Gynecology	
YNHH	Thomas, Nezible	APRN	Psychiatry	Northeast Medical Group, Inc.
YNHH	Thomas, Prakash	MD	Child Psychiatry	Psychological Services of Southern CT



YNHH	Thomas, Sheeja	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Thomas, Susanna	MD	Internal Medicine	Family Medicine Associates
YNHH	Thomen, Sarah	APRN	Internal Medicine	Y-NHH Smilow Cancer Hospital Torrington Care Center
YNHH	Thompson, Jaclyn	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Thompson, Jennifer	MD	Internal Medicine	Gastroenterology Center of Connecticut
YNHH	Thompson, Megan	PA	Obstetrics & Gynecology	Yale-New Haven Hospital, Women's Center
YNHH	Thomson, James	MD	Surgery	YUSM Section of Plastic Surgery
YNHH	Thornquist, Steven	MD	Ophthalmology	Solo Practice
YNHH	Tichy, Doug	PA	Internal Medicine	YUSM Section of Nuclear Cardiology
YNHH	Tichy, Eileen	PA	Pediatrics	YUSM Section of Pediatric Endocrinology
YNHH	Tierney, Virginia	APRN	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Tilak, Gauri	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Timbol, Heidi Mae	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Tinaz, Ayse Sule	MD	Neurology	YUSM Department of Neurology
YNHH	Tinetti, Mary	MD	Internal Medicine	YUSM Section of Geriatric Medicine
YNHH	Tinnesz, Peter	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Tirado, Anna	MD	Obstetrics & Gynecology	County OB/GYN
YNHH	Titko, Yelena	MD	Internal Medicine	Waterbury Hospital
YNHH	Tiyyagura, Gunjan	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Tobias, Lauren	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Tobin, Brian	MD	Psychiatry	
YNHH	Tobin, Daniel	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Tocino, Irena	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Togawa, Cynthia	MD	Internal Medicine	NEMG - Whitney Internal Medicine
YNHH	Toksoy, John	MD	Internal Medicine	Yale Health Plan
YNHH	Tolomeo, Concettina	APRN	Pediatrics	YUSM Section of Pediatric Respiratory Medicine
YNHH	Tom, David	MD	Ophthalmology	New England Retina Associates
YNHH	Tomak, Patrick	MD	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Tomak, Sanda	MD	Orthopedics	Connecticut Orthopaedic Specialists, P.C
YNHH	Tomassoni, Anthony	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Tomayko, Mary	MD, PhD	Dermatology	Yale Dermatology Associates
YNHH	Tong, David	PA	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Tonzola, Denise	MD	Obstetrics & Gynecology	Greater New Haven OB/GYN
YNHH	Toosy, Kaiser	MD	Internal Medicine	Pulmonary and Critical Care, P.C.
YNHH	Topal, Jeffrey	MD	Internal Medicine	YUSM Pharmacy

YNHH	Topp, Nicole	MD	Obstetrics & Gynecology	Ob, Gyn & Menopause Physicians, PC
YNHH	Topran, Ernest	MD	Obstetrics & Gynecology	Obstetrics Midwifery & Gynecology, L.L.P
YNHH	Torbey, Marina	MD	Obstetrics & Gynecology	Womens Healthcare of Trumbull
YNHH	Tormey, Christopher	MD	Laboratory Medicine	YUSM Department of Pathology/Laboratory Med
YNHH	Torres, Dawn	MD	Pediatrics	Branford / North Branford Pediatrics, P.C.
YNHH	Torres, Marie	APRN	Surgery	YUSM Section of Pediatric Surgery
YNHH	Torres, Richard	MD	Laboratory Medicine	YUSM Department of Pathology/Laboratory Medicine
YNHH	Townshend, Pamela	CNM	Obstetrics & Gynecology	OB/GYN & Infertility Group
YNHH	Tracy, Lindsey	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Tracy, Todd	MD	Internal Medicine	Internal Medicine of Milford
YNHH	Tray, Alison	APRN	Internal Medicine	YUSM Section of Oncology
YNHH	Treantafilos, Marianne	APRN	Internal Medicine	Regional Hospice and Home Care of Western Ct, Inc
YNHH	Trentcheva-Kennedy, Mariya	DDS	Dentistry	YNHH Pediatric Dentistry Center
YNHH	Trigo Blanco, Paula	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Troidle, Laura	PA	Internal Medicine	Metabolism Associates
YNHH	Troisi, Michele	SA	Ophthalmology	The Eye Care Group
YNHH	Troncale, Frank	MD	Internal Medicine	Gastroenterology Center of Connecticut
YNHH	Trow, Terence	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Tsalbins, Semeon	MD	Pediatrics	Fair Haven Community Health Center
YNHH	Tsuei, Vivian	MD	Pediatrics	Pediatric & Adolescent Medicine, P.C.
YNHH	Tsyruinik, Alina	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Tucker, Katherine	APRN	Internal Medicine	YUSM Section of Cardiology
YNHH	Tufro, Alda	MD, PhD	Pediatrics	YUSM Section of Pediatric Nephrology
YNHH	Tuktamyshov, Rasikh	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Tunstall, Corry	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Tuohy, Edward	MD	Internal Medicine	Cardiac Specialists, P.C.
YNHH	Tuozzoli, Alyssa	PA	Surgery	YUSM Section of Plastic Surgery
YNHH	Turczak, Andrew	PA	Orthopedics	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Turner, Jeffrey	MD	Internal Medicine	YUSM Section of Nephrology
YNHH	Tuzovic, Lea	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Twohig, Kevin	MD	Internal Medicine	Northeast Medical Group
YNHH	Tyler, Chrystal	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Udelsman, Robert	MD	Surgery	Y-NHH Smilow Cancer Hospital
YNHH	Ulissee, Gael	APRN	Internal Medicine	YUSM Section of General Medicine
YNHH	Ulrich, Andrew	MD	Emergency Medicine	YUSM Department of Emergency Medicine

YNHH	Uluski, Richard	MD	Pediatrics	Pediatric & Medical Associates
YNHH	Umashanker, Devika	MD	Internal Medicine	Yale-New Haven Hospital Rehabilitation and Wellness Center at Milford Hospital
YNHH	Umashanker, Renuka	MD	Internal Medicine	Gastroenterology Center of Connecticut
YNHH	Umstead, Alissa	PA	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Urban, Andrea	APRN	Pediatrics	YUSM Section of Pediatric Endocrinology
YNHH	Vaca, Federico	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Vadivelu, Nalini	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Vaezy, Ali	MD	Pediatrics	St. Mary's Hospital
YNHH	Vahey, Marianne	MD	Internal Medicine	Connecticut Medical Group - NEMG
YNHH	Vaitkeviciute, Irena	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Valentine, Rebecca	APRN	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Valentino, Pamela	MD	Pediatrics	YUSM Section of Pediatric Gastroenterology
YNHH	Valin, Elmer	MD	Surgery	Elmer L. Valin, M.D., LLC
YNHH	Valletta, Gerald	MD	Internal Medicine	Milford Hospital
YNHH	Van Deusen, Timothy	MD	Psychiatry	West Haven MHC
YNHH	van Dyck, Christopher	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Van Gelder, Maria	APRN	Surgery	YUSM Section of Trauma & Critical Care
YNHH	Van Name, Michelle	MD	Pediatrics	YNHH Pediatric Specialty Clinic
YNHH	Van Wattum, Pieter	MD	Child Psychiatry	
YNHH	Vante, Chantale	MD	Internal Medicine	Yale-New Haven Hospital Rehabilitation and Wellness Center at Milford Hospital
YNHH	Varghese, Indu	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Varkey, Prathibha	MD	Internal Medicine	Northeast Medical Group
YNHH	Vashist, Ipshita	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Vash-Margita, Alla	MD	Obstetrics & Gynecology	The Center for Women's Health and Midwifery
YNHH	Vasquez, Juan	MD	Pediatrics	YUSM Section of Pediatric Hematology/Onc
YNHH	Vasquez, Tito	MD	Surgery	CT Plastic Surgery Group
YNHH	Vassell, Kerline	MD	Pediatrics	Pediatric & Adolescent Medicine, P.C.
YNHH	Vaughan, Sarah	APRN	Pediatrics	YNHH Pediatric PCC
YNHH	Vayneris, Lindsey	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Vazquez, Marietta	MD	Pediatrics	YUSM Section of Pediatric Infectious Diseases
YNHH	Vazquez-Valicek, Amelia	PA	Pediatrics	YUSM Section of Pediatric Neonatology
YNHH	Vedere, Swarupa	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Veet-Gillis, Barbara	APRN	Pediatrics	Yale-New Haven Hospital NICU

YNHH	Velagapudi, Venu	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Velasco, Noel	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Velcani, Artur	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Veltri, Nicole	APRN	Neurology	YUSM Department of Neurology
YNHH	Venancio, Lee	PA	Urology	Orchard Surgical Specialists
YNHH	Vender, Ronald	MD	Internal Medicine	Yale University School of Medicine
YNHH	Venkatesh, Arjun	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Vergheese, Vinu	DO	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Verity, Sharon	PA	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Verulashvili, Mikheil	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Vilarinho, Silvia	MD, PhD	Internal Medicine	YUSM Section of Gastroenterology
YNHH	Villanueva, Merceditas	MD	Internal Medicine	YUSM Section of Infectious Disease Nathan Smith Clinic
YNHH	Vindheim, Sonja	DO	Pediatrics	Pediatric Healthcare Associates
YNHH	Viner, Nicholas	MD	Urology	Urological Associates of Bridgeport, PC
YNHH	Vining, Daniel	MD	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Vining, Eugenia	MD	Surgery	Ear, Nose & Throat Medical and Surgical
YNHH	Virata, Michael	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Virojanapa, Justin	DO	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Virojanapa, Milea	PA	Neurosurgery	YUSM Department of Neurosurgery
YNHH	Visscher, Lisa	MD	Pediatrics	Hamden Pediatrics, P.C.
YNHH	Vitale, Glenn	DPM	Podiatry	Connecticut Podiatry Group, P.C.
YNHH	Vitale, Michelle	APRN	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Vitulano, Lawrence	PhD	Child Psychiatry	Yale Child Study Center
YNHH	Vodapally, Mohan	MD	Anesthesiology	Connecticut Regional Pain Specialists, P.C.
YNHH	Voets, Christopher	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Volkmar, Fred	MD	Child Psychiatry	Yale University Child Study Center
YNHH	Vollmar, Michael	MD	Psychiatry	Spectrum Psychiatric Group, P.C.
YNHH	Volpe, Darren	MD	Neurology	VA CT Health Care
YNHH	Volpe, Fedele	DMD	Dentistry	
YNHH	Von Keudell, Gottfried	MD, PhD	Internal Medicine	YUSM Section of Hematology
YNHH	Vornovitsky, Gregory	MD	Internal Medicine	Northeast Medical Group
YNHH	Vosburgh, Evan	MD	Internal Medicine	Raymond and Beverly Sackler Foundation
YNHH	Vulpe, Marian	MD	Internal Medicine	Heart Care Associates of Connecticut, L.L.C.
YNHH	Vyce, Steven	DPM	Podiatry	

YNHH	Wacker, Svenja	PhD	Psychiatry	Yale-New Haven Hospital Rehabilitation and Wellness Center at Milford Hospital
YNHH	Waddell, Robin	APRN	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Wadley, Farlyn	DPM	Podiatry	Affiliated Foot Surgeons
YNHH	Wagner, Denise	APRN	Pediatrics	YNHH Primary Care Center
YNHH	Wagner, Krystn	MD	Internal Medicine	Fair Haven Community Health Center
YNHH	Walaliyadda, Anuruddha	MD	Internal Medicine	West Haven Medical Group
YNHH	Waldman, Erik	MD	Surgery	YUSM Section of Otolaryngology
YNHH	Waldman, Linda	MD	Pediatrics	Branford / North Branford Pediatrics, P.C.
YNHH	Walke, Lisa	MD	Internal Medicine	YUSM Section of Geriatric Medicine
YNHH	Walker, Jennifer	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Wallace, Sara	PA	Internal Medicine	Connecticut Kidney Center, LLC
YNHH	Wallick, Nancy	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Wallis, Kristen	MD	Pediatrics	Children's Medical Group, LLC
YNHH	Walls, Raymond	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Walsh, Susan	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Walsh, Thomas	MD	Ophthalmology	Yale Eye Center
YNHH	Walters, Cheryl	MD	Internal Medicine	Northeast Medical Group
YNHH	Walther, Zenta	MD, PhD	Pathology	YUSM Department of Pathology
YNHH	Waltman, Adam	MD	Emergency Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Walton, Zachary	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Waltzman, Michael	MD	Surgery	Primed
YNHH	Walz, Jennifer	PA	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Wanerka, Gary	MD	Pediatrics	Branford Pediatrics & Allergy
YNHH	Wang, Annie	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Wang, Emily	MD	Internal Medicine	YNHH Adult PCC
YNHH	Wanjiku, Grace	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Ward, Douglas	PA	Orthopedics	Bridgeport Hospital
YNHH	Ward, Henry	MD	Internal Medicine	Connecticut Heart Group, P.C.
YNHH	Warmouth, Grant	MD	Neurology	American Neuromonitoring Associates, PC
YNHH	Warner, Brenda	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Warren, Wayne	MD	Internal Medicine	Northeast Medical Group
YNHH	Washington, Jason	PA	Surgery	YUSM Section of Cardiology
YNHH	Watsky, Kalman	MD	Dermatology	Kalman L. Watsky, M.D.
YNHH	Watson, Charles	MD	Anesthesiology	Bridgeport Anesthesia Associates

YNHH	Watson, Collin	MD	Internal Medicine	NEMG - Southern CT Internal Medicine
YNHH	Watson, Michelle	MD	Pediatrics	Gales Ferry Pediatrics - NEMG
YNHH	Wayne, Anthony	MD	Pediatrics	Childrens Medical Associates
YNHH	Webb, Lisa	MD	Neurology	Neurological Specialists, P.C.
YNHH	Weber, Jonathan	PA	Internal Medicine	Yale Health Plan
YNHH	Wechsler, Cindy	APRN	Pediatrics	Pediatrics and Adolescent Medicine, P.C.
YNHH	Weeks, Bevin	MD	Pediatrics	Northeast Medical Group Pediatric Specialists
YNHH	Weiland, Daniel	MD	Orthopedics	The Orthopedic & Sports Medicine Center
YNHH	Weinberger, Amanda	APRN	Internal Medicine	Internal Med. Of Greater New Haven
YNHH	Weinreb, Jeffrey	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology and Biomedical Imaging
YNHH	Weinrib, Amy	MD	Pediatrics	Pediatric Healthcare Associates
YNHH	Weinstein, Mark	MD	Surgery	Solo Practice
YNHH	Weinstein, Robert	MD	Urology	Urological Associates of Bridgeport, PC
YNHH	Weinstock, Alan	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Weinstock, Robert	DDS	Surgery	Hamden Shoreline Oral & Maxillofacial Surgery
YNHH	Weinzimer, Stuart	MD	Pediatrics	YNHH Pediatric Specialty Clinic
YNHH	Weisinger, Philip	MD	Pediatrics	Allergy Associates, P.C.
YNHH	Weiss, Alan	MD	Internal Medicine	NEMG - Family Practice Associates
YNHH	Weiss, Robert	MD	Urology	YUSM Department of Urology
YNHH	Weiss, Sarah	MD	Internal Medicine	YUSM Section of Oncology
YNHH	Weiss-Rivera, Judith	MD	Internal Medicine	NEMG - Family Practice Associates
YNHH	Weisz, James	MD	Ophthalmology	Connecticut Retina Consultants
YNHH	Weitzman, Carol	MD	Pediatrics	YUSM Department of Pediatrics, Development/Behavioral
YNHH	Weitzman, Marc	MD	Ophthalmology	Ophthalmic Surgeons of Greater Bridgeport, P.C.
YNHH	Welsh, Regan	MD	Obstetrics & Gynecology	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Welte, Rebecca	APRN	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Werdiger, Norman	MD	Neurology	Solo Practice
YNHH	West, Alexander	MD	Pathology	YUSM Department of Pathology
YNHH	Westphal, Alexander	MD	Psychiatry	Connecticut Mental Health Center
YNHH	Weyman, Kate	APRN	Pediatrics	YUSM Section of Pediatric Endocrinology
YNHH	Whang, Peter	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Wheeler, Sarah	CNM	Obstetrics & Gynecology	The Center for Women's Health and Midwifery
YNHH	Whelan, Mark	PA	Internal Medicine	Heart Care Associates of Connecticut, L.L.C.
YNHH	White, Jessica	PA	Neurosurgery	YUSM Department of Neurosurgery
YNHH	White, Lauren	MD	Pediatrics	YNHH Pediatric PCC



YNHH	White, Robert	MD	Psychiatry	
YNHH	Whitman, Laura	MD	Internal Medicine	YNHH Primary Care Center
YNHH	Whitney, Rachel	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Wiesner, Elizabeth	MD	Pediatrics	Pediatrics and Adolescent Medicine, P.C.
YNHH	Wijesekera, Namita	MD	Pediatrics	Pediatric and Adolescent Medicine, Sydney Z. Spiesel, Ph.D., M.D., LLC
YNHH	Wijesekera, Shirvinda	MD	Orthopedics	The Orthopaedic Group, division of Connecticut Orthopaedic Specialists
YNHH	Wijesekera, Thilan	MD	Internal Medicine	Yale-New Haven Hospital Saint Raphael Campus
YNHH	Wilds, Tracey	APRN	Internal Medicine	YNHH Adult PCC
YNHH	Wildstein, Heidi	APRN	Pediatrics	YUSM Department of Pediatrics, Development/Behavioral
YNHH	Wiley, Kristin	CNM	Obstetrics & Gynecology	OB/GYN & Infertility Group
YNHH	Wilf, Guita	MD	Child Psychiatry	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Wilk, Arthur	DDS	Dentistry	Arthur E. Wilk, D.D.S., P.C.
YNHH	Wilkinson, Samuel	MD	Psychiatry	Geriatric & Adult Psychiatric, L.L.C.
YNHH	Willett, J.	MD	Surgery	Southern New England ENT
YNHH	Williams, Jody	CRNA	Anesthesiology	Bridgeport Anesthesia Associates
YNHH	Williams, Meredith	MD	Pediatrics	Cornell Scott - Hill Health Center
YNHH	Williams, Scott	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Williams, Vincent	MD	Orthopedics	UCONN Health Center
YNHH	Williams, Wendol	MD	Psychiatry	Yale-New Haven Psychiatric Hospital
YNHH	Willis, Amy	MD	Obstetrics & Gynecology	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Wilson, Cynthia	MD	Psychiatry	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Wilson, Elizabeth	MD	Psychiatry	
YNHH	Wilson, Francis	MD	Internal Medicine	VA CT Health Care
YNHH	Wilson, Lynn	MD	Therapeutic Radiology	YUSM Department of Therapeutic Radiology
YNHH	Wilson, Madeline	MD	Internal Medicine	Yale Health Plan
YNHH	Winderman, Craig	MD	Internal Medicine	Milford Hospital
YNHH	Windish, Donna	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus Department of Medicine, Primary Care Residency
YNHH	Winslow, Robert	MD	Internal Medicine	Cardiac Specialists, P.C.
YNHH	Winterbottom, Christopher	MD	Internal Medicine	YUSM Section of Pulmonology/Critical Care
YNHH	Wintman, Lauren	PA	Internal Medicine	YUSM Section of Oncology
YNHH	Wira, Charles	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Wiske, Prescott	MD	Internal Medicine	Yale Cardiology

YNHH	Withington, Margaret	CNM	Obstetrics & Gynecology	Greater New Haven OB/GYN
YNHH	Witt, David	MD	Internal Medicine	Smilow Cancer Care -Trumbull
YNHH	Wittreich, Tracy	CNM	Obstetrics & Gynecology	OB/GYN & Infertility Group
YNHH	Wiznia, Robert	MD	Ophthalmology	Solo Practice
YNHH	Wolfsohn, David	MD	Internal Medicine	Connecticut Gastroenterology Consultants
YNHH	Woll, Kate	MD	Pediatrics	Childrens Medical Associates
YNHH	Womack, Julie	APRN	Internal Medicine	Nathan Smith Clinic
YNHH	Won, Christine	MD	Internal Medicine	YNHH Sleep Medicine Center
YNHH	Wong, Ambrose	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Wong, Michael	MD	Orthopedics	Multicare Medical Center, P.C.
YNHH	Wong, Serena	MD	Pathology	YUSM Department of Pathology
YNHH	Wong, Thomas	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Woods, Scott	MD	Psychiatry	Connecticut Mental Health Center
YNHH	Woolf, Seth	MD	Pediatrics	YUSM Section of Pediatric Emergency Medicine
YNHH	Woolston, Joseph	MD	Child Psychiatry	Yale University Child Study Center
YNHH	Wootton, Elizabeth	PA	Internal Medicine	YUSM Section of Infectious Disease
YNHH	Wormser, Andrew	MD	Internal Medicine	Northeast Medical Group
YNHH	Wormser, Ellen	CNM	Obstetrics & Gynecology	Fair Haven Community Health Center
YNHH	Worrell, Carolyn	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Wosnitzer, Matthew	MD	Urology	NEMG Urology
YNHH	Woznica, David	MD	Orthopedics	Yale-New Haven Hospital Spine Center
YNHH	Wu, Barry	MD	Internal Medicine	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Wu, Joseph	MD	Orthopedics	Center for Orthopaedics
YNHH	Wu, Lena	MD	Internal Medicine	West Haven Medical Group
YNHH	Wyner, Stacey	APRN	Pediatrics	YNHH Pediatric PCC
YNHH	Wysolmerski, John	MD	Internal Medicine	YUSM Section of Endocrinology
YNHH	Xu, Jin	MD	Internal Medicine	Yale Health Plan
YNHH	Xu, Mina	MD	Pathology	YUSM Department of Pathology
YNHH	Yagan, Neda	MD	Radiology & Biomedical Im	Advanced Radiology Consultants
YNHH	Yaggi, Henry	MD	Internal Medicine	YNHH Sleep Medicine Center
YNHH	Yamahiro, Atsuko	MD, MPH	Internal Medicine	Nathan Smith Clinic
YNHH	Yamani, Ammar	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Yanagisawa, Ken	MD	Surgery	Southern New England ENT
YNHH	Yang, Irene	MD	Neurology	YUSM Department of Neurology
YNHH	Yang, Kai	MD	Internal Medicine	Endocrine Associates of Connecticut

YNHH	Yarbrough, Wendell	MD	Surgery	YUSM Section of Otolaryngology
YNHH	Yardan, Christopher	DPM	Podiatry	The Center for Foot and Ankle Surgery, LLC
YNHH	Yavorek, George	MD	Surgery	YUSM Department of Surgery
YNHH	Yeboah, Benjamin	MD	Internal Medicine	Internal Med. Of Greater New Haven
YNHH	Yeung, Helen	MD	Ophthalmology	Yale Eye Center
YNHH	Yildiz, Isil	MD	Pathology	Greenwich Hospital
YNHH	Yoffe, Josh	CRNA	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Yonkers, Kimberly	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Yoo, Peter	MD	Surgery	YUSM Section of Transplantation
YNHH	You, Jaehee	PA	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Young, Jennifer	MD	Pediatrics	Shoreline Breastfeeding Medicine, L.L.C.
YNHH	Young, Lawrence	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Young, Melissa	MD, PhD	Therapeutic Radiology	YUSM Department of Therapeutic Radiology/Smilow Cancer Hospital
YNHH	Young, Nwanmegha	MD	Surgery	YUSM Section of Otolaryngology
YNHH	Young, Richard	MD	Pediatrics	Chapel Pediatric Group
YNHH	Yu, James	MD	Therapeutic Radiology	Lawrence & Memorial Hospital
YNHH	Yue, James	MD	Orthopedics	YUSM Department of Orthopedics
YNHH	Yun, James	MD, PhD	Surgery	YUSM Section of Cardiac Surgery
YNHH	Zafar, Jill	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Zaha, Liviu	MD	Internal Medicine	NEMG - Y-NHH Hospitalists
YNHH	Zaha, Oana	MD	Internal Medicine	YUSM Section of Rheumatology
YNHH	Zakhaleva, Julia	MD	Surgery	PACT Surgical Specialists
YNHH	Zamore, Leonard	MD	Obstetrics & Gynecology	Obstetrics Midwifery & Gynecology, L.L.P
YNHH	Zanchetti, Daniel	MD	Internal Medicine	Connecticut Gastroenterology Consultants
YNHH	Zanin, Tanja	MD	Emergency Medicine	YUSM Department of Emergency Medicine
YNHH	Zapata, Heidi	MD	Internal Medicine	YUSM Section of Infectious Disease Nathan Smith Clinic
YNHH	Zaret, Barry	MD	Internal Medicine	YUSM Section of Cardiology
YNHH	Zaret, Katelyn	PA	Pediatrics	Yale-New Haven Hospital NICU
YNHH	Zasypayko, Sergey	MD	Internal Medicine	Pulmonary Care, P.C.
YNHH	Zeidan, Amer	MD	Internal Medicine	YUSM Section of Hematology
YNHH	Zell, Richard	MD	Orthopedics	The Orthopaedic Group, division of Connecticut Orthopaedic Specialists
YNHH	Zelson, Joseph	MD	Pediatrics	Pediatrics and Adolescent Medicine, P.C.
YNHH	Zhang, Hui	MD	Pediatrics	YUSM Section of Genetics

YNHH	Zhang, Xuchen	MD	Pathology	YUSM Department of Pathology/Surgical Pathology
YNHH	Zheng, Tao	MD	Internal Medicine	YUSM Section of Allergy and Immunology
YNHH	Zhou, Gary	MD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Zhu, Qingbing	MD, PhD	Anesthesiology	YUSM Department of Anesthesiology
YNHH	Ziino, Madelyn	APRN	Internal Medicine	Internal Med. Of Greater New Haven
YNHH	Zimberg, Lisa	DMD	Dentistry	YNHH Department of Dentistry
YNHH	Zimbrian, Paula	MD	Psychiatry	YUSM Department of Psychiatry
YNHH	Zimmerman, Gary	MD	Neurosurgery	Connecticut Neurosurgical Specialists, P.C.
YNHH	Zinn, Kenneth	MD	Radiology & Biomedical Imaging	Advanced Radiology Consultants
YNHH	Zohrabian, Vahe	MD	Radiology & Biomedical Imaging	YUSM Department of Radiology & Biomedical Imaging
YNHH	Zolkowski-Wynne, Joanna	MD	Pediatrics	Northeast Medical Group, Inc.
YNHH	Zomback, Neal	DPM	Podiatry	Complete Foot Care
YNHH	Zonana, Howard	MD	Psychiatry	Connecticut Mental Health Center
YNHH	Zorzanello, Mary	APRN	Internal Medicine	YUSM Section of Nephrology
YNHH	Zubek, Amanda	MD, PhD	Dermatology	Yale Dermatology - Middlebury
YNHH	Zubkov, Bella	MD	Dermatology	Dermatology Associates of Glastonbury
YNHH	Zucconi, William	DO	Radiology & Biomedical Imaging	Yale-New Haven Hospital, Saint Raphael Campus
YNHH	Zuckerman, Howard	MD	Urology	Urological Associates of Bridgeport, PC
YNHH	Zuckerman, Kaye	MD	Surgery	Surgical Associates of New Haven
YNHH	Zuckerwise, Lisa	MD	Obstetrics & Gynecology	YUSM Section of Maternal-Fetal Medicine
YNHH	Zumpano, James	MD	Internal Medicine	James J. Zumpano, M.D., L.L.C.
YNHH	Zurich, Holly	PA	Surgery	YUSM Section of Thoracic Surgery

## Summary of Financial Assistance Policy

Yale New Haven Health understands that it can be difficult for some patients to afford paying their hospital bills. That is why we have a variety of financial assistance programs designed to help. Patients are required to complete a financial assistance application and provide requested documents to verify financial need.

To learn more, obtain a free copy of our Financial Assistance Policy and application, or for help completing an application contact Patient Financial and Admitting Services at 855-547-4584, go to [ynhhs.patientsimple.com](http://ynhhs.patientsimple.com) or visit us in our Admitting offices at: **Bridgeport Hospital** 267 Grant Street, Bridgeport, CT; **Greenwich Hospital**, 5 Perryridge Road, Greenwich, CT; **Lawrence + Memorial Hospital** 365 Montauk Avenue, New London, CT; **Westerly Hospital** 25 Wells Street, Westerly, RI; or **Yale New Haven Hospital** 20 York Street, New Haven, CT.

### Free care

**You may be eligible for free care if:**

- Your family earns less than or equal to 2½ times the Federal Poverty Level (the maximum income amounts are listed on the table below)
- You apply for State Assistance (Medicaid) and receive a valid written decision from the State within the last 6 months; and
- You complete a financial assistance application

Family size:	Maximum Income:
1	\$29,700
2	\$40,050
3	\$50,400
4	\$60,750
5	\$71,100
6	\$81,450

*\*Add \$10,400 for each additional family member*

### Discounted care

You may be eligible for discounted care if you are uninsured and you complete an application for financial assistance.

### Restricted bed funds

You may be eligible to receive restricted bed funds, funds that have been donated to provide free or discounted care to individuals who meet individual fund criteria, to reduce or eliminate your hospital bill if you have a demonstrated financial need as determined by a fund's nominator; and you meet all eligibility criteria to receive funds (each fund has unique criteria). There are no specific income limits for receipt of restricted bed funds. Eligibility is determined on a case-by-case basis by the fund nominators based on financial hardship. All patients who fill out the financial assistance application will automatically be considered for restricted bed funds.

### Yale New Haven Hospital “Me & My Baby” Program

This program is applicable to Yale New Haven Hospital patients. It provides prenatal care, labor and delivery services, and some post-partum care free of charge to those who qualify. You may be eligible if you live in New Haven County; do not have any type of health insurance; your family earns less than 2½ times the Federal Poverty Level (see maximum income chart above); you apply for State Assistance (Medicaid) and receive a valid written decision from the State. For more information or to request an application for the Yale New Haven Hospital Me & My Baby Program, see our representatives at the Women’s Center or call **203-688-5470**.

### Greenwich Hospital Outpatient Clinic

The Greenwich Hospital Outpatient Clinic provides free or discounted care to individuals who apply for and are approved for clinic membership. If you do not have insurance, and are not eligible for State Assistance (Medicaid), you may be eligible if you are a Greenwich resident and have family income less than 4 times the Federal Poverty Level. For more information or to obtain an application please call **203-863-3334**.

### A note about the programs

You must be a citizen or resident of the United States to be eligible for financial assistance. These programs cover emergency or other medically necessary care. They cover ONLY Yale New Haven Health member hospital bills. A link to the list of providers who provide such care and whether they do or do not follow the FAP can be found in the FAP. Patients eligible for financial assistance will not be charged more than the amount generally billed to patients with insurance for emergency or other medically necessary care. Yale New Haven Health will respond to each application in writing. If your application is denied, you can re-apply at any time. Additional free bed funds become available every year. Translations of our Financial Assistance Policy, Summary of Financial Assistance Policy and Application are available for certain groups with limited English proficiency.

Please call 1-855-547-4584 for help.

### A note about the Free Care program

In order to be considered for Free Care, you MUST apply for Medical Assistance (Medicaid) in the state where you live and receive a valid, written decision on your application within the last 6 months. Please submit this decision with your application. If you are applying for Discounted Care, you must not presently have any type of health insurance. Discounted care applications do not require an attached state decision letter.

## How do I apply for financial assistance?

To make the process easy for patients, Bridgeport Hospital, Greenwich Hospital, Lawrence + Memorial Hospital, Westerly Hospital and Yale New Haven Hospital use one application form for most financial assistance programs. If you are a Yale New Haven Hospital patient and wish to apply for the Me & My Baby Program, please contact our Women's Center representatives at 203-688-5470. If you are a Greenwich Hospital patient and wish to apply for the Outpatient clinic, please contact at 203-863-3334.

**Note:** You must have current hospital bills or a scheduled appointment at the hospital to qualify for our financial assistance programs.

**Free Care Program:** Follow steps 1, 2, 3 and 4.

**Discounted Care Program:** Follow steps 2, 3 and 4.

### Step 1: Apply for State Medical Assistance.

To be eligible for Free Care, you **MUST** apply for Medical Assistance (Medicaid) in the state where you live and receive a valid, written decision on your application. A denial is not "valid" if it was issued because you did not provide information or cooperate.

You can apply for Medicaid at your local Department of Social Services (DSS) office. CT residents call 1-800-842-1508 to find the DSS office nearest to you or apply online at [www.accesshealthct.com](http://www.accesshealthct.com). The hospital also has staff that can help you fill out the applications. If you need assistance, call us at 1-855-547-4584.

Once you receive a written decision from DSS, you may apply for Free Care. We cannot accept decision letters that are greater than 6 months old.

### Step 2: Complete the Application.

Please answer ALL questions and sign and date the application. If a question does not apply to your family, please write "N/A" (not applicable) in the space provided.

### Step 3: Attach proof of income to your application.

Proof of income is a document that shows how much income your family earns at the time you fill out the application. See the table on right for the types of documents that may be used.

**Step 4: Mail the application.** Include: 1) The decision letter from DSS about your eligibility for State Assistance; 2) The completed, signed and dated application; and 3) Proof of income to:

Yale New Haven Health  
SBO, Attn: Financial Assistance  
PO BOX 1403  
New Haven, CT 06505

## The following documents may be used as proof of income:

<p><b>If your family's income is from ...</b></p>	<p><b>You may attach copies of these documents as proof of income:</b> (These documents must not be more than six months old, except for your most recent Federal Tax Return, which may be older.)</p>
<p><b>Wages</b> (If you earn a salary or get paid by the hour for a job)</p>	<ul style="list-style-type: none"> <li>- Two (2) of the most recent pay stubs, <b>OR</b></li> <li>- A letter from your employer on company letterhead stating how many hours you work and how much you earn per hour (before taxes)</li> </ul>
<p><b>Self-employed income</b> (If you work for yourself)</p>	<ul style="list-style-type: none"> <li>- Most recent Federal Income Tax Return (must be signed by you)</li> </ul>
<p><b>Benefits</b> (Social Security, Veteran's, Worker's Compensation, Unemployment, Pensions, Retirement funds, SSI, alimony)</p>	<ul style="list-style-type: none"> <li>- Most recent benefits award letter, <b>OR</b></li> <li>- Benefits Statement, <b>OR</b></li> <li>- Check stubs</li> </ul>
<p><b>Rental Income</b></p>	<ul style="list-style-type: none"> <li>- Copy of lease or written agreement showing amount of rent, <b>OR</b></li> <li>- A letter written by you, indicating the amount of rent you receive per year</li> </ul>
<p><b>Interest, Dividends, or Annuity Payments</b></p>	<ul style="list-style-type: none"> <li>- Most recent Federal Income Tax Return, <b>OR</b></li> <li>- Statement from financial institution stating the amount and the frequency of payments and the amount paid this year to date</li> </ul>
<p><b>If you have no income</b></p>	<ul style="list-style-type: none"> <li>- A letter from the person who supports you, <b>OR</b></li> <li>- If you do not have a person who supports you, send a signed and dated letter explaining your current financial situation</li> </ul>



## Application for Financial Assistance Programs

Bridgeport Hospital, Greenwich Hospital, Lawrence + Memorial Hospital, Westerly Hospital and Yale New Haven Hospital use one application form for most financial assistance programs. By completing this application you will be considered for our Free Care, Discounted Care, and Bed Fund programs. For instructions on how to apply for financial assistance, please refer to page 2. Any questions about this application, please call 1-855-547-4584.

### 1. Patient Information:

Last Name	First Name	Social Security Number
Street Address		Date of Birth
City	State	Zip Code
If you are pregnant, what is your due date? _____		Telephone Number
		Medical Record Number (if available)
Legal status: <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> U.S. Resident (attach identification) <input type="checkbox"/> Visa (student, work, visitor) <input type="checkbox"/> Non U.S. Citizen		

### 2. Family Information:

List your spouse and/or any dependent children living in your household. Do not include non-married partners. If more space is necessary, please attach a separate document.

Name of family member	Social Security Number	Relationship to applicant	Date of Birth

### 3. Income Information:

**Income information for you and your spouse must be provided.** Include all sources of income. Sources of income may include but are not limited to: wages/salary, alimony, social security, unemployment, rental income, worker's compensation, and child support. If you have no income, attach a letter of support to your application. (See instructions on Page 2)

Name of family member	Source of income	Amount earned before tax (circle)
		\$ _____ week/bi-week/month/year
		\$ _____ week/bi-week/month/year
		\$ _____ week/bi-week/month/year

**4. Health Insurance:**

Are you covered under any health insurance policy, including Medicare or Medicaid or coverage from a foreign country?  YES  NO

If **yes**, please attach a copy of the front and back of your insurance card to this application OR enter the following:

<b>Policy Holder:</b>	<b>Insurer:</b>	<b>Policy No.:</b>
<b>Policy Holder:</b>	<b>Insurer:</b>	<b>Policy No.:</b>

**5. Restricted bed funds:** Please select any that apply. If you have a financial hardship that you would like us to consider when reviewing your application, please attach a letter describing your situation.

- A person who lives in Shelton
- A person who lives in Hamden
- A person who lives in Southington
- A person who lives in Greenwich
- A child who lives in Guilford or North Branford
- A women in financial need
- A person of German heritage
- A child in financial need
- A person with throat or lung disease
- A veteran of World War II
- A child at the Children's Center in Hamden

**6. Please read carefully before signing:**

By signing below, I certify that everything I have stated on this application and any attachment is true.

- I understand that any incorrect, incomplete, or false information on this form could result in rejection of my application for financial assistance.
- I give Yale New Haven Health permission to verify any and all information.
- I give Yale New Haven Health permission to request my credit report.
- I agree to repay the full amount of my financial assistance award if I receive payment of any kind, including awards from a lawsuit, for the services covered by this application.
- I agree to inform Yale New Haven Health of any changes that could change my eligibility for financial assistance.
- I understand that in connection with my application for financial assistance, Yale New Haven Health may need to disclose Protected Health Information (as that term is defined in the HIPAA Privacy Rule, 42 CFR Parts 160 through 164) about me in order to determine my eligibility.
- I understand that any such disclosure will be for payment purposes, as defined in the HIPAA Privacy Rule.

\_\_\_\_\_  
Signature of person applying or legal guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of the person applying or legal guardian

**Please remember to attach a valid written decision of your Medicaid Assistance (Medicaid) application from the state in which you live and proof of income OR a letter of support to your application if applicable.**

**Mail the completed application to:**  
**Yale New Haven Health**  
 SBO, Attn: Financial Assistance  
 PO BOX 1403,  
 New Haven, CT 06505

**LAWRENCE + MEMORIAL CORPORATION**

**BOARD OF TRUSTEES**

**RESOLUTIONS RELATING TO THE FINANCIAL ASSISTANCE POLICY**

**January 23, 2017**

**WHEREAS**, Lawrence + Memorial Corporation ("LMC") is the sole member of Lawrence + Memorial Hospital and Westerly Hospital and is part of the nonprofit integrated delivery system known as Yale New Haven Health; and

**WHEREAS**, Yale New Haven Health member hospitals provide financial assistance to patients to help pay for emergency and other medically necessary hospital care as more fully described in the Yale New Haven Health Financial Assistance Programs Policy ("FAP"); and

**WHEREAS**, management has recommended and implemented certain changes to the FAP, including, without limitation, changes necessary to comply with law and, further, to include Lawrence + Memorial Hospital and Westerly Hospital, which hospitals joined Yale New Haven Health in September 2016; and

**WHEREAS**, the Board of Trustees has determined that the foregoing resolutions are in the best interest of LMC.

**NOW, THEREFORE, BE IT RESOLVED, as follows:**

**Section 1.** The Board of Trustees hereby ratifies, confirms and approves the FAP attached hereto as *Exhibit A*.

**Section 2.** The Board of Trustees hereby authorizes and directs the Yale New Haven Health Senior Vice President, Finance and the Senior Vice President and General Counsel, or their designees, to make such changes to the FAP as are required by law, or as they deem necessary or appropriate to effectuate or carry out fully the purpose and intent of the foregoing resolutions.

**Section 3.** Any and all actions previously taken by the officers or employees of LMC in connection with the foregoing resolutions are hereby ratified, approved and confirmed in all respects.

\*\*\*\*\*

**CERTIFICATION**

The undersigned assistant secretary of Lawrence + Memorial Corporation hereby certifies that the foregoing resolution was duly adopted by the Board of Trustees on January 23, 2017 and remains in full force and effect without amendment as of the date hereof.

  
Maureen J. Anderson, Assistant Secretary

2/16/17  
Date

**Exhibit A**

<b>Service Area:</b> Corporate Business Services	<b>YALE NEW HAVEN HEALTH SYSTEM POLICIES &amp; PROCEDURES</b>	
<b>Title:</b> Financial Assistance Programs Policy		
<b>Date Approved:</b> 09/20/2013	<b>Approved by:</b> Boards of Trustees Senior Vice President, Finance	
<b>Date Effective:</b> 09/20/2013 1/1/2017 Lawrence + Memorial Hospital and Westerly Hospital	<b>Date Reviewed/Revised:</b> 01/21//2015, 09/30/2016, 12/16/2016	
<b>Distribution:</b> MCN Policy Manager	<b>Policy Type (I or II):</b> Type I	
<b>Supersedes:</b> Yale New Haven Hospital Financial Assistance Programs for Hospital Services (NC:F-4) Bridgeport Hospital Financial Assistance Programs for Hospital Services (9-13) Greenwich Hospital Overview of Financial Assistance Programs for Hospital Services Lawrence + Memorial Hospital and Westerly Hospital Charity Care, Financial Assistance, Free Bed Fund Policy		

**PURPOSE**

Yale New Haven Health System (“YNHHS”) recognizes that patients may not be able to pay for medically necessary health care without financial assistance. Consistent with its mission, YNHHS is committed to assuring that the ability to pay will be considered carefully when setting amounts due for emergency and other medically necessary hospital services.

In furtherance of its mission, YNHHS has established the Financial Assistance Programs (“FAP”) to assist individuals with paying for emergency and other medically necessary care. The objectives of the FAP are to:

- (i) Specify all financial assistance available under the FAP;
- (ii) Provide clear information regarding eligibility criteria, application requirements and the method for applying for financial assistance;
- (iii) Describe the basis for calculating amounts charged to FAP-eligible patients for emergency or other medically necessary care; and
- (iv) Describe the steps YNHHS hospitals take to widely publicize this FAP within the communities served by YNHHS.

## Financial Assistance Programs Policy

### APPLICABILITY

This policy applies to each licensed hospital affiliated with YNHHS, including Bridgeport Hospital (“BH”), Greenwich Hospital (“GH”), Lawrence + Memorial Hospital (“LMH”), Yale-New Haven Hospital (“YNHH”) and Westerly Hospital (“WH”) (each a “Hospital”).

### POLICY

#### I. Scope and Provider List

- A. **Emergency and Other Medically Necessary Care.** The FAP apply to emergency and other medically necessary care, including inpatient and outpatient services, billed by a Hospital. The FAP exclude: (a) private room or private duty nurses; (b) services that are not medically necessary, such as elective cosmetic surgery; (c) other elective convenience fees, such as television or telephone charges, and (d) other discounts or reductions in charges not expressly described in this policy.
- B. **Provider List.** A list of providers who provide emergency and other medically necessary care at a Hospital can be found here: <https://www.ynhhs.org/patient-care/billing-insurance/financial-assistance.aspx>. The list indicates if the provider is covered under the FAP. If the provider is not covered under this FAP, patients should contact the provider’s office to determine if the provider offers financial assistance and if so what the provider’s financial assistance policy covers.

#### II. Financial Assistance Programs and Eligibility

Financial assistance is available to individuals who are residents of the United States of America, or citizens of the United States residing abroad, who complete the required financial assistance application and meet the additional eligibility requirements described below.

- A. **Free Care.** The Free Care program provides care at no cost to Hospital patients with gross annual family income less than or equal to 250% of the Federal Poverty Guidelines (*see* Attachment 1), and who have applied and been approved or receive a valid denial for State medical assistance, within the last six months.

In addition, YNHHS on behalf of BH, GH, and YNHH uses a third party screening tool to assist in identifying individuals with self-pay balances who have not applied for financial assistance, but whose income is less than or equal to 250% of the Federal Poverty Level (*i.e.*, eligible for free care). If a patient is identified through this process outstanding hospital balances may be adjusted to charity (free) care.

- B. **Discounted Care.** If a Hospital patient does not have insurance and his or her gross annual family income is more than 250% of the Federal Poverty Level the Hospital will discount care to the Hospital’s AGB (as defined in Section III below and on Attachment 1 hereto).

## Financial Assistance Programs Policy

C. **Restricted Bed Funds.** You may be eligible to receive restricted bed funds, which are funds that have been donated to the Hospital to provide free or discounted care to individuals who meet the individual fund criteria. There are no specific income limits for receipt of restricted bed funds. Eligibility is determined on a case-by-case basis by the fund nominators based on financial hardship. All patients who fill out the requisite financial assistance application will automatically be considered for restricted bed funds.

D. **Other Hospital-Specific Financial Assistance programs.**

- (i) **Yale New Haven Hospital Me & My Baby Program.** This program is available to Yale New Haven Hospital patients. It provides prenatal, labor and delivery services, and some post-partum care free of charge. You may be eligible if you live in New Haven County, do not have any type of health insurance and your family earns less than 2 ½ times the Federal Poverty Level. For more information or to request an application see our representatives at the Yale New Haven Hospital Women’s Center or call 203-688-5470.
- (ii) **Greenwich Hospital Outpatient Clinic** serves patients insured by Medicare, Medicaid, or insurances offered through Access Health CT and whose family income is less than 4 times the Federal Poverty Level. Further, the clinic provides discounted care to individuals who are not eligible for insurance and who reside in Greenwich and have family income less than 4 times the Federal Poverty Level. For more information or to obtain an application please call 203-863-3334.

### III. Limitation on Charges - Amounts Billed to FAP-Eligible Patients

Where there is an award of financial assistance that does not cover 100% of YNHHS charges for the service, the amounts charged to patients eligible for financial assistance under this Policy will not be more than the amount a Hospital generally bills patients who have insurance coverage for such care (“AGB”). YNHHS calculates AGB annually by Hospital using the “look back method” and based on Medicare fee-for-service rates, including Medicare beneficiary cost-sharing amounts and all private health insurers that pay claims to each Hospital facility for the prior fiscal year. YNHHS may apply the percentage discount by Hospital, or may elect to use the percentage discount most favorable to YNHHS patients. AGB is set forth on Attachment 1 hereto.

As used herein, the “amount generally billed” and “look back method” have the meanings set forth in Internal Revenue Code §501(r)(5) and 1.501(r)-5.

### IV. Method of Applying for Assistance

To be eligible for financial assistance, the patient must complete the requisite application for financial assistance (“Application”). The Application sets forth (i) FAP available programs and eligibility requirements, (ii) the documentation requirements for determinations of eligibility, and (iii) the contact information for FAP assistance. The Application also specifies that (i) the Hospital will respond to each Application in writing, (ii) patients may re-apply for financial assistance under the FAP at any time, and (iii) additional free bed funds become available every year. Hospitals may



## Financial Assistance Programs Policy

not deny financial assistance under the FAP based on failure to provide information or documents that the FAP or the Application do not require as part of the Application.

YNHHS Hospitals will make reasonable efforts to determine eligibility and document any determinations of financial assistance eligibility in the applicable patient accounts. Once Hospital identifies a patient is FAP-eligible, Hospital shall:

- (i) Provide a billing statement indicating amount the individual owes as a FAP-eligible patient, including how the amount was determined and states, or describes, how the individual can get information regarding the AGB for the care;
- (ii) Refund to the individual any amount he or she has paid for the care that exceeds the amount he or she is determined to be personally responsible for paying as a FAP-eligible individual, unless such excess amount is less than \$5, or such other amount set by the IRS; and
- (iii) Take reasonable measures to reverse any extraordinary collection actions.

### **V. Non-Payment – Legal Action**

A Hospital (and any collection agency or other party to which it has referred debt) shall not engage in any extraordinary collection action (“ECA”) before making reasonable efforts to determine if a patient or any other individual having financial responsibility for a self-pay account (Responsible Individual(s)) eligible for financial assistance under this FAP. Any ECA must be approved by the Vice President of Corporate Business Services or his designee(s), prior to the initiation of any ECA.

The Hospital will follow its A/R billing cycle in accordance with internal operational processes and practices. As part of such processes and practices, the Hospital will, at a minimum, notify patients about its FAP from the date care is provided and throughout the A/R billing cycle (or during such period as is required by law, whichever is longer) by:

1. All patients will be offered a plain language summary and an application form for financial assistance under the FAP as part of the discharge or intake process from a Hospital.
2. At least three separate statements for collection of self-pay accounts will be mailed or emailed to the last known address of the patient and any other Responsible Individual(s); provided, however, that no additional statements need be sent after a Responsible Individual(s) submits a complete application for financial assistance under the FAP or has paid in-full. At least 60 days shall have elapsed between the first and last of the required three mailings. It is the Responsible Individual(s) obligation to provide a correct mailing address at the time of service or upon moving. If an account does not have a valid address, the determination for "Reasonable Effort" will have been made. All single patient account statements of self-pay accounts will include but not limited to:
  - a. An accurate summary of the hospital services covered by the statement;
  - b. The charges for such services;

## Financial Assistance Programs Policy

- c. The amount required to be paid by the Responsible Individual(s) (or, if such amount is not known, a good faith estimate of such amount as of the date of the initial statement); and
  - d. A conspicuous written notice that notifies and informs the Responsible Individual(s) about the availability of financial assistance under the FAP including the telephone number of the department and direct website address where copies of documents may be obtained.
3. At least one of the statements mailed or emailed will include written notice that informs the Responsible Individual(s) about the ECAs that are intended to be taken if the Responsible Individual(s) does not apply for financial assistance under the FAP or pay the amount due by the billing deadline. Such statement must be provided to the Responsible Individual(s) at least 30 days before the deadline specified in the statement. A plain language summary will accompany this statement. It is the Responsible Individual(s) obligation to provide a correct mailing address at the time of service or upon moving. If an account does not have a valid address, the determination for "Reasonable Effort" will have been made.
  4. Prior to initiation of any ECA, an oral attempt will be made to contact Responsible Individual(s) by telephone at the last known telephone number, if any, at least once during the series of mailed or emailed statements if the account remains unpaid. During all conversations, the patient or Responsible Individual(s) will be informed about the financial assistance that may be available under the FAP.
  5. Subject to compliance with the provisions of this policy, a YNHHS Hospital may take the ECA listed on Attachment 2 of this Policy to obtain payment for medical services provided.

### **VI. Policy Availability**

Copies of the FAP, a plain language summary of the FAP and FAP application are available at <https://www.ynhhs.org/billing-insurance.aspx>.

Each Hospital makes available copies of the FAP, a plain language summary of the FAP and FAP application on request, free of charge, by mail or in the Hospital Emergency Department and at all points of registration in paper form in English and the primary language of any population with limited English proficiency that constitutes 5% or more of the population the Hospital serves. See Attachment 3 for a list of languages.

Contact Corporate Business Services toll free at (855) 547-4584 for information regarding eligibility or the programs that may be available to you, to request a copy of the FAP, plain language summary of the FAP, FAP application form, or Billing and Collection Policy to be mailed to you, or if you need a copy of the FAP, plain language summary, or FAP application form translated to a language other than English. Further, patients may ask Patient Registration, Patient Financial Services and Social Work/Case Management about initiating the FAP application process.

## Financial Assistance Programs Policy

Further efforts to widely publicize the FAP include publishing notices in newspapers of general circulation; providing written notice of FAP in billing statements; providing notice of FAP in oral communications with patients regarding the amount due; and holding open houses and other informational sessions.

### **VII. Management Oversight Committee**

The FAP will be overseen by a management oversight committee chaired by a Senior Vice President, YNHHS and comprised of representatives from Corporate Business Services, patient financial services, patient relations, finance, and the medical staff, as necessary. This committee will meet on a monthly basis.

### **VIII. Compliance with State Law**

Each Hospital shall comply with relevant State laws, including, without limitation, Connecticut General Statutes governing Collections by Hospitals from Uninsured Patients and Rhode Island *Statewide Standard for the Provision of Charity Care* set forth in Section 11.3 of the Rhode Island Department of Health Rules and Regulations Pertaining to Hospital Conversions (the “RI Regulations”) and the *Statewide Standard for the Provision of Uncompensated Care* set forth in Section 11.4 of the RI Regulations.

### **REFERENCES**

Internal Revenue Code 501(c)(3)  
Internal Revenue Code 501(r)  
Conn. Gen. Stat. § 19a-673 et seq.  
RI Regulations 11.3 and 11.4

### **RELATED POLICIES**

YNHHS Billing and Collections Policy  
Yale-New Haven Hospital Policy – Distribution of Free Care Funds NC:F-2

Financial Assistance Programs Policy

**Attachment 1**

**250% of the Federal Poverty Guidelines (FPG)**

<b>Family size:</b>	<b>Maximum Income:</b>
1	\$29,700
2	\$40,050
3	\$50,400
4	\$60,750
5	\$71,100
6	\$81,450

*\*Add \$10,400 for each additional family member*

**Amounts Generally Billed (AGB)**

Patients eligible for financial assistance under this Policy will receive assistance according to the following:

**All YNHHS Hospitals, except for Westerly Hospital:**

<b>Annual Family Income</b>	<b>Amount of Discount % of Charges</b>	<b>Patient Pays % of Charges</b>
< or = 250% FPG	100%	0
> 250% FPG	69%	31%

**Westerly Hospital:**

<b>Annual Family Income</b>	<b>Amount of Discount % of Charges</b>	<b>Patient Pays % of Charges</b>
< or = 250% FPG	100%	0
> 250% FPG	72%	28%

*\*For calendar year 2016, AGB (% of charges): BH 68%, GH 68%, LMH 67%, YNHH 67% and WH 72%*

## Financial Assistance Programs Policy

### Attachment 2

#### **EXTRAORDINARY COLLECTION ACTIONS**

##### **Property Liens**

Liens on personal residences are permitted only if:

- a) The patient has had an opportunity to apply for free bed funds and has either failed to respond, refused, or been found ineligible for such funds;
- b) The patient has not applied or qualified for other financial assistance under the Hospital's Financial Assistance Policy, to assist in the payment of his/her debt, or has qualified, in part, but has not paid his/her responsible part;
- c) The patient has not attempted to make or agreed to a payment arrangement, or is not complying with payment arrangements that have been agreed to by the Hospital and patient;
- d) The aggregate of account balances is over \$10,000 and the property(ies) to be made subject to the lien are at least \$300,000 in assessed value; and
- e) The lien will not result in a foreclosure on a personal residence.

Financial Assistance Programs Policy

**Attachment 3**

**Limited English Proficiency Languages**

Albanian
Arabic
Simplified Chinese
French
French Creole (Haitian Creole)
German
Greek
Hindi
Italian
Japanese
Korean
Pashto
Persian Dari
Persian Farsi
Polish
Portuguese
Portuguese Creole (Cape Verdean)
Russian
Spanish
Swahili
Tagalog
Tigrinya
Turkish
Vietnamese



**LAWRENCE + MEMORIAL HOSPITAL**

**BOARD OF TRUSTEES**

**RESOLUTIONS RELATING TO THE FINANCIAL ASSISTANCE POLICY**

**January 23, 2017**

**WHEREAS**, Lawrence + Memorial Hospital (“*LMH*”) is part of the nonprofit integrated delivery system known as Yale New Haven Health; and

**WHEREAS**, Yale New Haven Health member hospitals provide financial assistance to patients to help pay for emergency and other medically necessary hospital care as more fully described in the Yale New Haven Health Financial Assistance Programs Policy (“*FAP*”); and

**WHEREAS**, management has recommended and implemented certain changes to the FAP, including, without limitation, changes necessary to comply with law and, further, to include Lawrence + Memorial Hospital and Westerly Hospital, which hospitals joined Yale New Haven Health in September 2016; and

**WHEREAS**, the Board of Trustees has determined that the foregoing resolutions are in the best interest of LMH.

**NOW, THEREFORE, BE IT RESOLVED, as follows:**

**Section 1.** The Board of Trustees hereby ratifies, confirms and approves the FAP attached hereto as *Exhibit A*.


**Section 2.** The Board of Trustees hereby authorizes and directs the Yale New Haven Health Senior Vice President, Finance and the Senior Vice President and General Counsel, or their designees, to make such changes to the FAP as are required by law, or as they deem necessary or appropriate to effectuate or carry out fully the purpose and intent of the foregoing resolutions.

**Section 3.** Any and all actions previously taken by the officers or employees of LMH in connection with the foregoing resolutions are hereby ratified, approved and confirmed in all respects.

\*\*\*\*\*

**CERTIFICATION**

The undersigned assistant secretary of Lawrence + Memorial Hospital hereby certifies that the foregoing resolution was duly adopted by the Board of Trustees on January 23, 2017 and remains in full force and effect without amendment as of the date hereof.

  
Maureen J. Anderson, Assistant Secretary

2/16/17  
Date

Exhibit A

<b>Service Area:</b> Corporate Business Services	<b>YALE NEW HAVEN HEALTH SYSTEM POLICIES &amp; PROCEDURES</b>	
<b>Title:</b> Financial Assistance Programs Policy		
<b>Date Approved:</b> 09/20/2013	<b>Approved by:</b> Boards of Trustees Senior Vice President, Finance	
<b>Date Effective:</b> 09/20/2013 1/1/2017 Lawrence + Memorial Hospital and Westerly Hospital	<b>Date Reviewed/Revised:</b> 01/21//2015, 09/30/2016, 12/16/2016	
<b>Distribution:</b> MCN Policy Manager	<b>Policy Type (I or II):</b> Type I	
<b>Supersedes:</b> Yale New Haven Hospital Financial Assistance Programs for Hospital Services (NC:F-4) Bridgeport Hospital Financial Assistance Programs for Hospital Services (9-13) Greenwich Hospital Overview of Financial Assistance Programs for Hospital Services Lawrence + Memorial Hospital and Westerly Hospital Charity Care, Financial Assistance, Free Bed Fund Policy		

**PURPOSE**

Yale New Haven Health System (“YNHHS”) recognizes that patients may not be able to pay for medically necessary health care without financial assistance. Consistent with its mission, YNHHS is committed to assuring that the ability to pay will be considered carefully when setting amounts due for emergency and other medically necessary hospital services.

In furtherance of its mission, YNHHS has established the Financial Assistance Programs (“FAP”) to assist individuals with paying for emergency and other medically necessary care. The objectives of the FAP are to:

- (i) Specify all financial assistance available under the FAP;
- (ii) Provide clear information regarding eligibility criteria, application requirements and the method for applying for financial assistance;
- (iii) Describe the basis for calculating amounts charged to FAP-eligible patients for emergency or other medically necessary care; and
- (iv) Describe the steps YNHHS hospitals take to widely publicize this FAP within the communities served by YNHHS.

## Financial Assistance Programs Policy

### APPLICABILITY

This policy applies to each licensed hospital affiliated with YNHHS, including Bridgeport Hospital (“BH”), Greenwich Hospital (“GH”), Lawrence + Memorial Hospital (“LMH”), Yale-New Haven Hospital (“YNHH”) and Westerly Hospital (“WH”) (each a “Hospital”).

### POLICY

#### I. Scope and Provider List

- A. **Emergency and Other Medically Necessary Care.** The FAP apply to emergency and other medically necessary care, including inpatient and outpatient services, billed by a Hospital. The FAP exclude: (a) private room or private duty nurses; (b) services that are not medically necessary, such as elective cosmetic surgery; (c) other elective convenience fees, such as television or telephone charges, and (d) other discounts or reductions in charges not expressly described in this policy.
- B. **Provider List.** A list of providers who provide emergency and other medically necessary care at a Hospital can be found here: <https://www.ynhhs.org/patient-care/billing-insurance/financial-assistance.aspx>. The list indicates if the provider is covered under the FAP. If the provider is not covered under this FAP, patients should contact the provider’s office to determine if the provider offers financial assistance and if so what the provider’s financial assistance policy covers.

#### II. Financial Assistance Programs and Eligibility

Financial assistance is available to individuals who are residents of the United States of America, or citizens of the United States residing abroad, who complete the required financial assistance application and meet the additional eligibility requirements described below.

- A. **Free Care.** The Free Care program provides care at no cost to Hospital patients with gross annual family income less than or equal to 250% of the Federal Poverty Guidelines (*see* Attachment 1), and who have applied and been approved or receive a valid denial for State medical assistance, within the last six months.

In addition, YNHHS on behalf of BH, GH, and YNHH uses a third party screening tool to assist in identifying individuals with self-pay balances who have not applied for financial assistance, but whose income is less than or equal to 250% of the Federal Poverty Level (*i.e.*, eligible for free care). If a patient is identified through this process outstanding hospital balances may be adjusted to charity (free) care.

- B. **Discounted Care.** If a Hospital patient does not have insurance and his or her gross annual family income is more than 250% of the Federal Poverty Level the Hospital will discount care to the Hospital’s AGB (as defined in Section III below and on Attachment 1 hereto).

## Financial Assistance Programs Policy

C. **Restricted Bed Funds.** You may be eligible to receive restricted bed funds, which are funds that have been donated to the Hospital to provide free or discounted care to individuals who meet the individual fund criteria. There are no specific income limits for receipt of restricted bed funds. Eligibility is determined on a case-by-case basis by the fund nominators based on financial hardship. All patients who fill out the requisite financial assistance application will automatically be considered for restricted bed funds.

D. **Other Hospital-Specific Financial Assistance programs.**

- (i) **Yale New Haven Hospital Me & My Baby Program.** This program is available to Yale New Haven Hospital patients. It provides prenatal, labor and delivery services, and some post-partum care free of charge. You may be eligible if you live in New Haven County, do not have any type of health insurance and your family earns less than 2 ½ times the Federal Poverty Level. For more information or to request an application see our representatives at the Yale New Haven Hospital Women's Center or call 203-688-5470.
- (ii) **Greenwich Hospital Outpatient Clinic** serves patients insured by Medicare, Medicaid, or insurances offered through Access Health CT and whose family income is less than 4 times the Federal Poverty Level. Further, the clinic provides discounted care to individuals who are not eligible for insurance and who reside in Greenwich and have family income less than 4 times the Federal Poverty Level. For more information or to obtain an application please call 203-863-3334.

### III. Limitation on Charges - Amounts Billed to FAP-Eligible Patients

Where there is an award of financial assistance that does not cover 100% of YNHHS charges for the service, the amounts charged to patients eligible for financial assistance under this Policy will not be more than the amount a Hospital generally bills patients who have insurance coverage for such care ("AGB"). YNHHS calculates AGB annually by Hospital using the "look back method" and based on Medicare fee-for-service rates, including Medicare beneficiary cost-sharing amounts and all private health insurers that pay claims to each Hospital facility for the prior fiscal year. YNHHS may apply the percentage discount by Hospital, or may elect to use the percentage discount most favorable to YNHHS patients. AGB is set forth on Attachment 1 hereto.

As used herein, the "amount generally billed" and "look back method" have the meanings set forth in Internal Revenue Code §501(r)(5) and 1.501(r)-5.

### IV. Method of Applying for Assistance

To be eligible for financial assistance, the patient must complete the requisite application for financial assistance ("Application"). The Application sets forth (i) FAP available programs and eligibility requirements, (ii) the documentation requirements for determinations of eligibility, and (iii) the contact information for FAP assistance. The Application also specifies that (i) the Hospital will respond to each Application in writing, (ii) patients may re-apply for financial assistance under the FAP at any time, and (iii) additional free bed funds become available every year. Hospitals may

## Financial Assistance Programs Policy

not deny financial assistance under the FAP based on failure to provide information or documents that the FAP or the Application do not require as part of the Application.

YNHHS Hospitals will make reasonable efforts to determine eligibility and document any determinations of financial assistance eligibility in the applicable patient accounts. Once Hospital identifies a patient is FAP-eligible, Hospital shall:

- (i) Provide a billing statement indicating amount the individual owes as a FAP-eligible patient, including how the amount was determined and states, or describes, how the individual can get information regarding the AGB for the care;
- (ii) Refund to the individual any amount he or she has paid for the care that exceeds the amount he or she is determined to be personally responsible for paying as a FAP-eligible individual, unless such excess amount is less than \$5, or such other amount set by the IRS; and
- (iii) Take reasonable measures to reverse any extraordinary collection actions.

### **V. Non-Payment – Legal Action**

A Hospital (and any collection agency or other party to which it has referred debt) shall not engage in any extraordinary collection action (“ECA”) before making reasonable efforts to determine if a patient or any other individual having financial responsibility for a self-pay account (Responsible Individual(s)) eligible for financial assistance under this FAP. Any ECA must be approved by the Vice President of Corporate Business Services or his designee(s), prior to the initiation of any ECA.

The Hospital will follow its A/R billing cycle in accordance with internal operational processes and practices. As part of such processes and practices, the Hospital will, at a minimum, notify patients about its FAP from the date care is provided and throughout the A/R billing cycle (or during such period as is required by law, whichever is longer) by:

1. All patients will be offered a plain language summary and an application form for financial assistance under the FAP as part of the discharge or intake process from a Hospital.
2. At least three separate statements for collection of self-pay accounts will be mailed or emailed to the last known address of the patient and any other Responsible Individual(s); provided, however, that no additional statements need be sent after a Responsible Individual(s) submits a complete application for financial assistance under the FAP or has paid in-full. At least 60 days shall have elapsed between the first and last of the required three mailings. It is the Responsible Individual(s) obligation to provide a correct mailing address at the time of service or upon moving. If an account does not have a valid address, the determination for "Reasonable Effort" will have been made. All single patient account statements of self-pay accounts will include but not limited to:
  - a. An accurate summary of the hospital services covered by the statement;
  - b. The charges for such services;

## Financial Assistance Programs Policy

- c. The amount required to be paid by the Responsible Individual(s) (or, if such amount is not known, a good faith estimate of such amount as of the date of the initial statement); and
  - d. A conspicuous written notice that notifies and informs the Responsible Individual(s) about the availability of financial assistance under the FAP including the telephone number of the department and direct website address where copies of documents may be obtained.
3. At least one of the statements mailed or emailed will include written notice that informs the Responsible Individual(s) about the ECAs that are intended to be taken if the Responsible Individual(s) does not apply for financial assistance under the FAP or pay the amount due by the billing deadline. Such statement must be provided to the Responsible Individual(s) at least 30 days before the deadline specified in the statement. A plain language summary will accompany this statement. It is the Responsible Individual(s) obligation to provide a correct mailing address at the time of service or upon moving. If an account does not have a valid address, the determination for "Reasonable Effort" will have been made.
4. Prior to initiation of any ECA, an oral attempt will be made to contact Responsible Individual(s) by telephone at the last known telephone number, if any, at least once during the series of mailed or emailed statements if the account remains unpaid. During all conversations, the patient or Responsible Individual(s) will be informed about the financial assistance that may be available under the FAP.
5. Subject to compliance with the provisions of this policy, a YNHHS Hospital may take the ECA listed on Attachment 2 of this Policy to obtain payment for medical services provided.

### **VI. Policy Availability**

Copies of the FAP, a plain language summary of the FAP and FAP application are available at <https://www.ynhhs.org/billing-insurance.aspx>.

Each Hospital makes available copies of the FAP, a plain language summary of the FAP and FAP application on request, free of charge, by mail or in the Hospital Emergency Department and at all points of registration in paper form in English and the primary language of any population with limited English proficiency that constitutes 5% or more of the population the Hospital serves. See Attachment 3 for a list of languages.

Contact Corporate Business Services toll free at (855) 547-4584 for information regarding eligibility or the programs that may be available to you, to request a copy of the FAP, plain language summary of the FAP, FAP application form, or Billing and Collection Policy to be mailed to you, or if you need a copy of the FAP, plain language summary, or FAP application form translated to a language other than English. Further, patients may ask Patient Registration, Patient Financial Services and Social Work/Case Management about initiating the FAP application process.



## Financial Assistance Programs Policy

Further efforts to widely publicize the FAP include publishing notices in newspapers of general circulation; providing written notice of FAP in billing statements; providing notice of FAP in oral communications with patients regarding the amount due; and holding open houses and other informational sessions.

### **VII. Management Oversight Committee**

The FAP will be overseen by a management oversight committee chaired by a Senior Vice President, YNHHS and comprised of representatives from Corporate Business Services, patient financial services, patient relations, finance, and the medical staff, as necessary. This committee will meet on a monthly basis.

### **VIII. Compliance with State Law**

Each Hospital shall comply with relevant State laws, including, without limitation, Connecticut General Statutes governing Collections by Hospitals from Uninsured Patients and Rhode Island *Statewide Standard for the Provision of Charity Care* set forth in Section 11.3 of the Rhode Island Department of Health Rules and Regulations Pertaining to Hospital Conversions (the “RI Regulations”) and the *Statewide Standard for the Provision of Uncompensated Care* set forth in Section 11.4 of the RI Regulations.

### **REFERENCES**

Internal Revenue Code 501(c)(3)  
Internal Revenue Code 501(r)  
Conn. Gen. Stat. § 19a-673 et seq.  
RI Regulations 11.3 and 11.4

### **RELATED POLICIES**

YNHHS Billing and Collections Policy  
Yale-New Haven Hospital Policy – Distribution of Free Care Funds NC:F-2

Financial Assistance Programs Policy

**Attachment 1**

**250% of the Federal Poverty Guidelines (FPG)**

<b>Family size:</b>	<b>Maximum Income:</b>
1	\$29,700
2	\$40,050
3	\$50,400
4	\$60,750
5	\$71,100
6	\$81,450

*\*Add \$10,400 for each additional family member*

**Amounts Generally Billed (AGB)**

Patients eligible for financial assistance under this Policy will receive assistance according to the following:

**All YNHHS Hospitals, except for Westerly Hospital:**

<b>Annual Family Income</b>	<b>Amount of Discount % of Charges</b>	<b>Patient Pays % of Charges</b>
< or = 250% FPG	100%	0
> 250% FPG	69%	31%

**Westerly Hospital:**

<b>Annual Family Income</b>	<b>Amount of Discount % of Charges</b>	<b>Patient Pays % of Charges</b>
< or = 250% FPG	100%	0
> 250% FPG	72%	28%

*\*For calendar year 2016, AGB (% of charges): BH 68%, GH 68%, LMH 67%, YNHH 67% and WH 72%*

## Financial Assistance Programs Policy

### Attachment 2

#### EXTRAORDINARY COLLECTION ACTIONS

##### Property Liens

Liens on personal residences are permitted only if:

- a) The patient has had an opportunity to apply for free bed funds and has either failed to respond, refused, or been found ineligible for such funds;
- b) The patient has not applied or qualified for other financial assistance under the Hospital's Financial Assistance Policy, to assist in the payment of his/her debt, or has qualified, in part, but has not paid his/her responsible part;
- c) The patient has not attempted to make or agreed to a payment arrangement, or is not complying with payment arrangements that have been agreed to by the Hospital and patient;
- d) The aggregate of account balances is over \$10,000 and the property(ies) to be made subject to the lien are at least \$300,000 in assessed value; and
- e) The lien will not result in a foreclosure on a personal residence.

Financial Assistance Programs Policy

**Attachment 3**

**Limited English Proficiency Languages**

Albanian
Arabic
Simplified Chinese
French
French Creole (Haitian Creole)
German
Greek
Hindi
Italian
Japanese
Korean
Pashto
Persian Dari
Persian Farsi
Polish
Portuguese
Portuguese Creole (Cape Verdean)
Russian
Spanish
Swahili
Tagalog
Tigrinya
Turkish
Vietnamese

## User, OHCA

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**From:** PATEL, SHRADDHA <SHRADDHA.PATEL@YNHH.ORG>  
**Sent:** Tuesday, March 07, 2017 1:52 PM  
**To:** User, OHCA  
**Cc:** 'ynhhscohcmonitor@deloitte.com'; Capozzalo, Gayle; Gonsalves, Elizabeth; Willcox, Jennifer; Tammaro, Vincent; PERRONE, BRETT  
**Subject:** Docket #15-32033-CON: Condition 6 and Condition 32f (or 7c of Docket #15-32032-CON)  
**Attachments:** Condition 6 - L+MH Top 25 Most Frequently Utilized Services (030717) SENT TO OHCA 030717.pdf; Condition 32f (or 7c) - Projected 5-year Savings Plan (022017) SENT TO OHCA 030717.pdf

Attached please find documents submitted to comply with Docket #15-32033-CON Condition 6 and Condition 32f (or 7c of Docket #15-32032-CON).

Condition 6 requires L+MH to file with OHCA the total price per unit of service for each of the top 25 most frequent MS-DRGs (inpatient) and top 25 most frequent CPT codes (outpatient) for L+MH services.

Condition 32f (or 7c) requires L+MH to submit a five-year plan to generate and achieve efficiencies.

If you have any questions, please feel free to contact me.

Thank you,  
Shraddha

**Shraddha Patel, FACHE**  
Director of Strategy and Regulatory Planning & Reporting  
2 Howe 3<sup>rd</sup> Floor  
New Haven, CT 06519  
**Phone:** 860-912-5324  
**Email:** [shraddha.patel@ynhh.org](mailto:shraddha.patel@ynhh.org)

**YaleNewHavenHealth**

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**Templates for Reporting on L+MH Top 25 Most Frequently Utilized Services  
MS-DRGs (Inpatient) and CPT (Outpatient)  
Docket #15-32033-CON: Condition 6**

OHCA will receive an annual report of the total price per "unit of service" for MS-DRG and CPT codes each fiscal year through the end of FY 2019.

Condition 6: Within one hundred and eighty (180) days following the Closing Date, the Applicants shall file with OHCA the total price per "unit of service" for each of the top 25 most frequent MS-DRGs (inpatient) and top 25 most frequent CPT codes (outpatient) for L+MH services. The first filing shall be for the period September 1, 2015 - August 30, 2016. The Applicants shall provide the same information for three (3) full fiscal years thereafter, within sixty (60) days following the end of a fiscal year. OHCA shall provide the format for the filing. OHCA is imposing this condition to ensure that the proposed transfer of ownership does not adversely affect health care costs.



**Templates for Reporting on YNHHS/L+M Five-Year Synergy Financial Plan**  
**Docket #15-32033-CON: Condition 32f and Docket #15-32032-CON: Condition 7c**  
**FY 2017 - FY 2021**

Condition 32

FY 2017 - FY 2018 and each fiscal year thereafter (each an "annual report"), YNHHS shall submit notarized reports to OHCA for the periods of October-March (due May 31st) and April-September (due November 30th) certifying the achievement of each and every commitment described herein:

Condition 32f (L+M Healthcare and L+M Hospital)

A detailed and comprehensive document showing a five-year plan (the "plan") to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include the following additional information in its annual report.

- i. Narrative updates on the progress of implementation of the plan. These updates shall include the status of integration activities and adoption by L+MH and L+M of YNHHS non-clinical shared services opportunities
- ii. A report identifying L+M and L+MH cost saving totals since the Closing Date for the following Operating Expense Categories: Salaries and Wages, Fringe Benefits, Contractual Labor Fees, Medical Supplies and Pharmaceutical Costs, Depreciation and Amortization, Bad Debts, Interest Expense, Malpractice Expense, Utilities, Business Expenses and Other Operating Expenses. The categories shall be consistent with the major operating expense categories (Categories A,B,C,D,E,F,G,H,I,J, and K) that are in use at the time of reporting in the OHCA Hospital Reporting System ("HRS") Report 175 or successor report. YNHHS shall also file a narrative describing the specifics of the cost savings for each of these major expense categories
- iii. A completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports (no template)
- iv. For L+MH, a completed Hospital Operating Expenses by Expense Category and Department report. The format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 175 or successor report (no template)

Condition 7c (LMMG/NEMG) (reported as part of 32f)

A detailed and comprehensive document showing a five-year plan (the "plan") to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include a completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports (no template for balance sheet or statement of operations of NEMG/LMMG)

# Lawrence + Memorial Healthcare (including L+M Hospital and LMMG)

## Projected 5- year Synergy Savings Plan

### By Fiscal Year

Docket # 15-32033-CON: Condition 32f and Docket #15-32032-CON: Condition 7c

Due: March 7, 2017

Categories	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Wages	\$1,601,400	\$5,118,511	\$5,295,470	\$5,379,660	\$5,361,533
Fringe Benefits	\$283,680	\$906,720	\$938,067	\$952,981	\$949,770
Contractual Labor Fees	\$0	\$0	\$0	\$0	\$0
Medical Supplies and Pharmaceuticals	\$1,340,000	\$1,340,000	\$1,340,000	\$1,340,000	\$1,340,000
Depreciation/Amortization	\$0	\$0	\$0	\$0	\$0
Interest Expense	\$0	\$0	\$0	\$0	\$0
Malpractice Expense	\$0	\$0	\$0	\$0	\$0
Utilities	\$0	\$0	\$0	\$0	\$0
Business Expense	\$913,403	\$1,720,985	\$1,720,985	\$1,720,985	\$1,720,985
Other Operating Expense	\$0	\$0	\$0	\$0	\$0
<b>Total Synergies</b>	<b>\$4,138,484</b>	<b>\$9,086,215</b>	<b>\$9,294,522</b>	<b>\$9,393,626</b>	<b>\$9,372,287</b>

# L+MH Top 25 Most Frequently Utilized Services - MS-DRG (Inpatient) & CPT (Outpatient)

CT OHCA 15-32033 Condition 6

Due March 7, 2017

October 1, 2015 - September 30, 2016

L+MH Top 25 MS-DRG Inpatient Codes		Total Price	L+MH Top 25 CPT Outpatient Codes		Total Price
1)	795 - NORMAL NEWBORN	\$ 1,552.90	1)	36415 - Routine venipuncture	\$ 4.56
2)	470 - MAJOR JOINT REPLACEMENT OR REATTACHMENT OF LOW	\$ 19,514.20	2)	99218 - Initial observation care	\$ 103.73
3)	775 - VAGINAL DELIVERY W/O COMPLICATING DIAGNOSES	\$ 5,689.94	3)	85025 - Complete cbc w/auto diff wbc	\$ 12.23
4)	885 - PSYCHOSES	\$ 8,108.08	4)	97110 - Therapeutic exercises	\$ 62.59
5)	766 - CESAREAN SECTION W/O CC/MCC	\$ 8,656.05	5)	99283 - Emergency dept visit	\$ 351.39
6)	794 - NEONATE W OTHER SIGNIFICANT PROBLEMS	\$ 2,424.58	6)	80053 - Comprehen metabolic panel	\$ 19.81
7)	871 - SEPTICEMIA OR SEVERE SEPSIS W/O MV >96 HOURS W M	\$ 14,100.96	7)	84443 - Assay thyroid stim hormone	\$ 26.02
8)	392 - ESOPHAGITIS, GASTROENT & MISC DIGEST DISORDERS W/	\$ 6,492.97	8)	85610 - Prothrombin time	\$ 6.67
9)	603 - CELLULITIS W/O MCC	\$ 6,440.90	9)	80061 - Lipid panel	\$ 21.52
10)	292 - HEART FAILURE & SHOCK W CC	\$ 7,335.68	10)	97140 - Manual therapy 1/> regions	\$ 65.97
11)	765 - CESAREAN SECTION W CC/MCC	\$ 9,463.06	11)	81001 - Urinalysis auto w/scope	\$ 6.20
12)	190 - CHRONIC OBSTRUCTIVE PULMONARY DISEASE W MCC	\$ 8,536.55	12)	96361 - Hydrate iv infusion add-on	\$ 55.03
13)	378 - G.I. HEMORRHAGE W CC	\$ 8,426.83	13)	82565 - Assay of creatinine	\$ 6.48
14)	683 - RENAL FAILURE W CC	\$ 7,689.48	14)	80048 - Metabolic panel total ca	\$ 16.31
15)	191 - CHRONIC OBSTRUCTIVE PULMONARY DISEASE W CC	\$ 7,258.16	15)	84520 - Assay of urea nitrogen	\$ 5.27
16)	65 - INTRACRANIAL HEMORRHAGE OR CEREBRAL INFARCTION W	\$ 12,439.54	16)	82947 - Assay glucose blood quant	\$ 4.82
17)	194 - SIMPLE PNEUMONIA & PLEURISY W CC	\$ 7,754.68	17)	88305 - Tissue exam by pathologist	\$ 47.29
18)	287 - CIRCULATORY DISORDERS EXCEPT AMI, W CARD CATH W/	\$ 11,604.50	18)	87086 - Urine culture/colony count	\$ 12.50
19)	690 - KIDNEY & URINARY TRACT INFECTIONS W/O MCC	\$ 6,332.41	19)	77052 - Comp screen mammogram add-on	\$ 96.00
20)	774 - VAGINAL DELIVERY W COMPLICATING DIAGNOSES	\$ 7,139.31	20)	82306 - Vitamin d 25 hydroxy	\$ 44.25
21)	872 - SEPTICEMIA OR SEVERE SEPSIS W/O MV >96 HOURS W/O	\$ 8,667.49	21)	82310 - Assay of calcium	\$ 5.82
22)	460 - SPINAL FUSION EXCEPT CERVICAL W/O MCC	\$ 32,547.90	22)	84450 - Transferase (ast) (sgot)	\$ 6.32
23)	291 - HEART FAILURE & SHOCK W MCC	\$ 10,826.09	23)	93005 - Electrocardiogram tracing	\$ 86.92
24)	897 - ALCOHOL/DRUG ABUSE OR DEPENDENCE W/O REHABILIT	\$ 6,023.86	24)	71020 - Chest x-ray 2vw frontal&latl	\$ 77.14
25)	641 - MISC DISORDERS OF NUTRITION,METABOLISM,FLUIDS/EL	\$ 5,705.87	25)	97530 - Therapeutic activities	\$ 80.31

\*Total Price is defined as the weighted average price for all governmental and non-governmental payers

Due internally to Regulatory 30 days prior to OHCA due date

## User, OHCA

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**From:** Roberts, Karen  
**Sent:** Thursday, March 23, 2017 12:08 PM  
**To:** User, OHCA  
**Subject:** FW: Docket# 15-32033-CON Condition 33d  
**Attachments:** DT\_Public Forum 3.1.17 Minutes final.docx; Public Forum Sign In Sheet 3.1.17.pdf; Public Meeting FINAL 030117.pptx

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**From:** Sauders, Kelly (US - New York) [mailto:ksauders@deloitte.com]  
**Sent:** Thursday, March 23, 2017 11:58 AM  
**To:** Martone, Kim; Roberts, Karen  
**Cc:** Capozzalo, Gayle; PATEL, SHRADDHA; Mitchell, Kelly Rose (US - Boston)  
**Subject:** RE: Docket# 15-32033-CON Condition 33d

Hi Kim and Karen-

Please see the attached presentation, meeting minutes and sign-in sheet from the YNHH/L+MH Public Forum held in New London on March 1<sup>st</sup>. This meeting was hosted by Yale New Haven Health and Deloitte representatives attended per the Monitoring role.

Feel free to contact me if you have any questions. I would appreciate it if you would confirm that you have received this information.

Regards,  
Kelly

**Kelly J. Sauders**  
Partner  
Deloitte Advisory  
30 Rockefeller Plaza  
New York, NY 10112  
Office: 212 436 3180  
Fax: 212 653 7033  
Mobile: 518 469 0890  
Email: [ksauders@deloitte.com](mailto:ksauders@deloitte.com)

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v.E.1

## Minutes

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**Meeting:** L+MH New London Public Forum

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**Held on:** March 1, 2017 at 6:00 pm

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**Location:** Holiday Inn, New London, CT

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**Introduction** The meeting began at 6:00pm EST.

Vin Petrini provided an introduction and opening remarks. He emphasized YNHHS's excitement about the affiliation and stated there have been several signs of progress over the first five months.

Mr. Petrini provided an overview of the agenda for the evening and introduced Kelly Sauders from Deloitte and Cathy Zall, Board member.

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**Presentation** Mr. Petrini provided an overview of the rationale for the YNHHS affiliation with L+MH. Examples included enhancing access to comprehensive care in eastern CT and western RI, fortifying the physician network to support population health, increasing access to YNHHS specialty services in local communities, developing scale to realize cost savings and identifying efficiencies to enhance financial viability of L+MH.

Mr. Petrini described opportunities to provide value, such as brand identification, expanded clinical offerings in eastern CT, IT integration to enhance care, employed physician integration to create one standard of care and reduced administrative costs, corporate services integration, and furthering the population health network.

Kelly Sauders provided an overview of the Office of Healthcare Access (OHCA) conditions for which both YNHHS and L+MH must comply and described the independent monitor role with regard to oversight and analysis as well as reporting. Ms. Sauders also described Cathy Zall's role as community representative. Finally, Ms. Sauders provided the group with some of the observations from her site visit to L+MH earlier in the day.

Mr. Petrini reviewed several key investments that have been made in the first five months, including the ~\$4.3M investment for Epic, capital investments, clinical investments and marketing efforts. He provided examples of positive clinical statistics.

Mr. Petrini concluded with a timeline of key milestones since the start of the affiliation and opened up the meeting for questions.

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**Questions and Answers**

1. Question to Vin Petrini: What are your plans for recruitment from specialties? There are problems with patients being able to find someone able to take new patients.  
A: Vin Petrini responded: We are assessing overall needs: one is primary care and we have a plan to recruit primary care, looking at all areas, and we are also tracking who is leaving to identify new opportunities/needs.
-

- 
2. Question to Kelly Sauders: I have a hard time believing your visit to L+MH was “all rosy” and wonder if you talked to the staff. There are problems with Epic and folks that used to be treated at L+MH are now being sent to Yale. What diagnoses are no longer being treated at L+MH that used to be?  
A: Vin Petrini responded: If it is a very difficult procedure that cannot be done at L+MH it is a situation where the patient would be sent to Yale New Haven.
  3. Question: How was tonight’s meeting advertised? With regard to community health assessment and implementation, is there a plan to improve resources available in critical priorities?  
A: Vin Petrini responded: He listed where tonight’s event was advertised including the L+MH website and local paper.  
A: Vin Petrini responded: A \$5,000 investment viewed as supporting critical priorities was recently made to a local organization to support sober houses.
  4. Question about community benefits: A participant commented about how community needs assessment was great, identified diabetes, but asked about the specific strategies and expressed concern about the implementation.  
A: Vin Petrini responded: We do not disagree with the community health needs assessment whatsoever. Our primary goal is to bring L+MH to full fruition. As we make investments in this community and this hospital, our community investments will follow. The environment is changing so rapidly. This affiliation will bring stability. We are confident we will be able to exceed the commitments made.
  5. Comment suggesting Yale New Haven Health System spends too much money on advertising and referenced a commercial aired during the Super Bowl. Concern was that money should be focused in the community.  
A: Vin Petrini responded: It is our complete focus to reach out to community. We need to grow so we can drive down costs and deliver care at the bedside at a lower cost. We want this to succeed so we can create and grow access.
  6. Question about fluctuating margin and request to discuss what the plan is?  
A: Vin Petrini responded: Strategic plan is posted online on OHCA. L+MH is an extraordinary organization that was challenged by factors including declining reimbursement. CT hospitals have also seen increases in taxes. We need to work together if we are concerned about driving access to care in the long run. It is critical to address these issues.
  7. Cathy Zall commented that we are in a period of transition and there is focus and attention on trying to deal with the financial losses. She stated (to the audience) that we have the opportunity to build mutually beneficial partnerships going forward. She noted that she herself was learning so much more about the community health needs assessment and processes and looks forward to partnering going forward.
  8. Another question about margin and concern about corporate structure of L+MH e.g. hospital vs. medical group, and if earnings be reinvested into L+MH?  
A: Vin Petrini responded: Other hospitals may have a much more centralized perspective. We look at investment overall in the system because we cannot get to a position of wellness without partnering with physicians. We continue to see fewer independent physicians practicing. As we recruit new physicians there will be losses associated but it is crucial for our patients to have them. We focus on the overall investment.
-



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9. Question: Should we provide all of our contact information so we can be notified of the next meeting?

A: Yes

10. Question: The OHCA website had ambiguous information about continued clinical services. Does L+MH plan to continue to offer pediatric services?

A: Yes.

11. Question about Medicaid block grants (general).

A: Vin Petrini responded: Block grants would give state a pool of dollars and flexibility to do with it whatever they want. Noted some concern over this and that there are other possible solutions.

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## **Closing**

Mr. Petrini closed the meeting by thanking everyone for attending and confirmed there will be another public meeting likely in May.

The meeting was adjourned at 7:10pm EST.

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**Lawrence + Memorial Healthcare**  
**Independent Monitor**  
Public Forum

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March 1, 2017

# Agenda

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Opening and Introductions

Rationale for YNHHS Affiliation with L+MH

Office of Healthcare Access (OHCA) Affiliation Conditions

Role of the Independent Monitor

YNHHS Investments to Date

Questions

# Why Yale New Haven Health System Affiliated with L+M Healthcare

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- Enhance access to comprehensive care in eastern Connecticut and western Rhode Island with strong healthcare provider
- Fortify physician network to support population health strategy
- Increase access to YNHHS specialty services in local communities
- Develop scale to realize cost savings and efficiencies to enhance financial viability of L+M Healthcare
- Support Yale New Haven Health highly specialized services





# Lawrence + Memorial Healthcare Opportunities to Provide Value

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- Brand identification
- Expand clinical offerings in Eastern Connecticut
- IT integration to enhance care
- Employed physician integration to create one standard of care and reduce administrative costs
- Corporate services integration
- Population health network

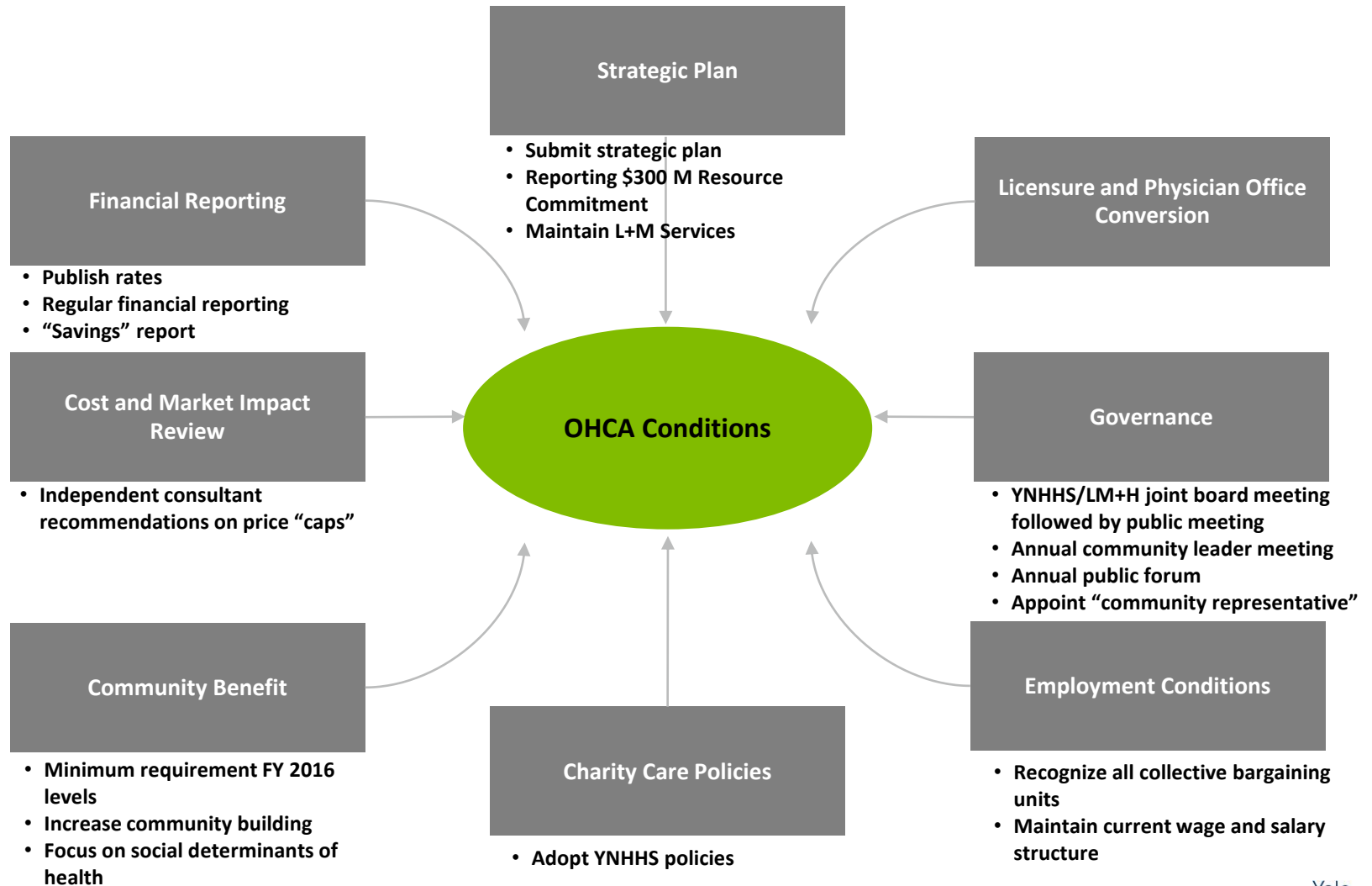


# Office of Healthcare Access (OHCA) Conditions

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- The affiliation of L+M Healthcare with Yale New Haven Health was fully approved by the State of Connecticut's Office of Healthcare Access (OHCA) in September 2016
- OHCA has set forth conditions to which both YNHHS and L+M must comply
- OHCA appointed an Independent Monitor, Deloitte & Touche (D&T), to ensure the OHCA conditions are met.
- Independent Monitor reports to OHCA

# OHCA Conditions



# Independent Monitor Role

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## **Ongoing Oversight and Analysis**

- As the Independent Monitor, D&T is responsible for monitoring YNHHS compliance with the conditions set forth in the Order. Additional monitoring activities include:
  - Meet annually with Community Representative
  - Meet regularly with YNHHSC leadership team
  - Hold annual Public Forum

## **Reporting**

- D&T will obtain and evaluate documentation for accuracy and completeness prior to submission to OHCA
- D&T will report to DPH and will conduct on-site visits of L+MH
- D&T shall furnish a written report of an assessment to DPH within 30 days of the on-site review
- YNHHSC will have the opportunity to review and provide written responses to the report
- As OHCA deems necessary, D&T shall meet with DPH personnel to discuss the written report

# OHCA Appointed “Community Representative” Board Member: Cathy Zall

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## **Cathy’s Experience**

- Executive Director of the New London Homeless Hospitality Center since 2007
- Pastor of the First Congregational Church of New London
- Project Manager for the Connecticut Department of Social Services
- Program Director for the Connecticut Child Care Assistance Program
- Deputy Commissioner of the New York City Department of Social Services
- Master of Divinity degree from Yale University
- MBA from New York University
- Bachelor’s Degree from Brown University

# Key Investments and Clinical Statistics

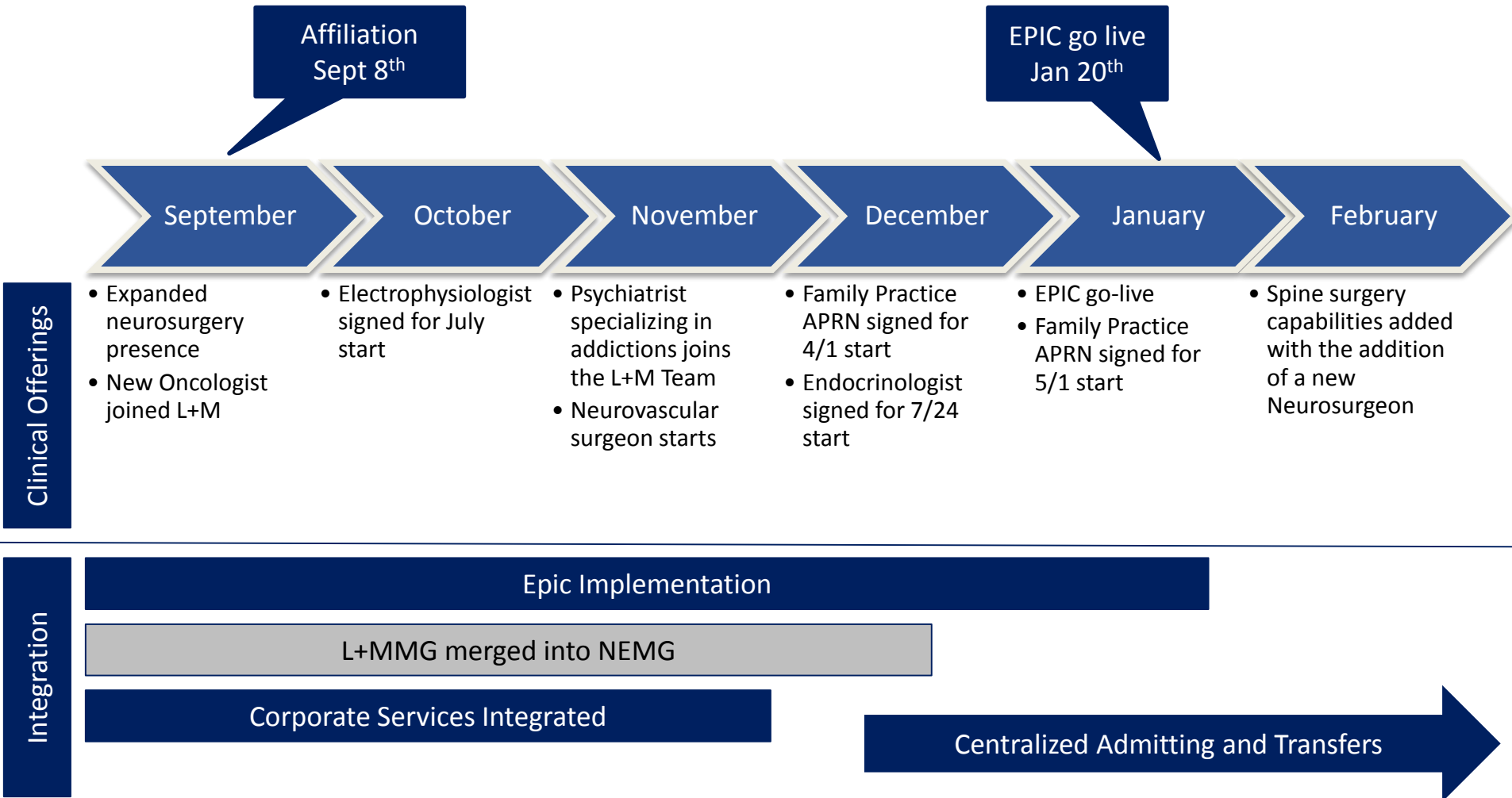
## Key Facts Since Affiliation:

- ~\$4.3M has been invested by YNHHS for the successful Epic electronic health record implementation
- Capital investments of more than \$8 million
- Clinical Investments to date total ~\$1.15M including:
  - Psychiatric Services
  - Neurosurgical Services
  - Oncology Services
  - Heart and Vascular Services
- Signage/marketing efforts
- The average daily census has been trending up since the onset of affiliation
- Patients from the community who presented to the YNHHS Shoreline ED have been triaged back to L+M for admission since the Epic Go-Live
- L+M has had over 100,000 outpatient encounters
- Investments in tele-consult services will give patients access to Yale's world class clinical care without leaving the community





# L+M Timeline of Milestones Since Affiliation



## User, OHCA

---

**From:** Roberts, Karen  
**Sent:** Friday, March 24, 2017 12:52 PM  
**To:** Sauders, Kelly (US - New York)  
**Cc:** Martone, Kim; Cotto, Carmen; User, OHCA  
**Subject:** Compliance and monitoring for DNs 15-32032-CON and 32033-CON

Hi Kelly – the timeframe you set forth in your email below appears reasonable for the submission of the initial Independent Monitor report for both of these docket numbers. The timeframe will encompass the transaction date of 9/8/2016 until the end of this calendar quarter, which is March 31<sup>st</sup>. We will expect the report 7-10 days after the end of the calendar quarter then. In your submission, please identify both docket numbers and the number of any related conditions in the agreed settlements that the filing if being made in accordance with.

Sincerely,

*Karen Roberts*

Principal Health Care Analyst  
Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308  
P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)



---

**From:** Sauders, Kelly (US - New York) [<mailto:ksauders@deloitte.com>]  
**Sent:** Thursday, March 23, 2017 4:49 PM  
**To:** Roberts, Karen  
**Cc:** Cotto, Carmen; Martone, Kim  
**Subject:** RE: Question - YNHH/L+MH Monitor - Deloitte 6-month report due date?

Thanks Karen. We can be prepared to submit it earlier if that is what is required – it's just not entirely clear what the "due date" is if this is a six-month measurement report.

---

**From:** Roberts, Karen [<mailto:Karen.Roberts@ct.gov>]  
**Sent:** Thursday, March 23, 2017 4:38 PM  
**To:** Sauders, Kelly (US - New York) <[ksauders@deloitte.com](mailto:ksauders@deloitte.com)>  
**Cc:** Cotto, Carmen <[Carmen.Cotto@ct.gov](mailto:Carmen.Cotto@ct.gov)>; Martone, Kim <[Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov)>  
**Subject:** RE: Question - YNHH/L+MH Monitor - Deloitte 6-month report due date?

Kelly – I'll try to get back to you tomorrow or Monday on your question. Karen

*Karen Roberts*

Principal Health Care Analyst  
Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308  
P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)



---

**From:** Sauders, Kelly (US - New York) [<mailto:ksauders@deloitte.com>]  
**Sent:** Thursday, March 23, 2017 4:05 PM  
**To:** Martone, Kim; Roberts, Karen  
**Cc:** DeMerlis, Ryan John (US - Philadelphia); Mitchell, Kelly Rose (US - Boston)  
**Subject:** RE: Question - YNHH/L+MH Monitor - Deloitte 6-month report due date?

Hi Kim and Karen – I have one point I'd like to clarify. We are reading/interpreting the "due date" of our six month report to be in early April. It would seem that we are reporting out on a first full 6-months of activity up through and including items due March 31, 2017. That would mean we can finalize and issue our report within 7-10 days after.

Is this a correct interpretation? Please let me know.

Thanks,  
Kelly

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## User, OHCA

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**From:** PATEL, SHRADDHA <SHRADDHA.PATEL@YNHH.ORG>  
**Sent:** Wednesday, March 29, 2017 3:21 PM  
**To:** User, OHCA  
**Cc:** 'ynhhscohcmonitor@deloitte.com'; Capozzalo, Gayle; Gonsalves, Elizabeth; Salsgiver, Carolyn; Willcox, Jennifer; Tamaro, Vincent; PERRONE, BRETT  
**Subject:** FW: Docket #15-32033-CON: Condition 25  
**Attachments:** Condition 32f (or 7c) - Projected 5-year Savings Plan (022017) SENT TO OHCA 030717.pdf

Regarding the filing on 3/7/17 for Docket #15-32033-CON (below and attached), please note that documentation submitted on that date related to Condition 32f (or 7c of Docket #15-32032-CON) also complies with Condition 25 of Docket #15-32033-CON.

If you have any questions, please feel free to contact me.

Thank you,  
Shraddha

---

**From:** PATEL, SHRADDHA  
**Sent:** Tuesday, March 07, 2017 1:52 PM  
**To:** 'ohca@ct.gov' <[ohca@ct.gov](mailto:ohca@ct.gov)>  
**Cc:** 'ynhhscohcmonitor@deloitte.com' <[ynhhscohcmonitor@deloitte.com](mailto:ynhhscohcmonitor@deloitte.com)>; Capozzalo, Gayle <[Gayle.Capozzalo@ynhh.org](mailto:Gayle.Capozzalo@ynhh.org)>; Gonsalves, Elizabeth <[Elizabeth.Gonsalves@ynhh.org](mailto:Elizabeth.Gonsalves@ynhh.org)>; Willcox, Jennifer <[Jennifer.Willcox@ynhh.org](mailto:Jennifer.Willcox@ynhh.org)>; Tamaro, Vincent <[Vincent.Tamaro@ynhh.org](mailto:Vincent.Tamaro@ynhh.org)>; PERRONE, BRETT <[Brett.Perrone@ynhh.org](mailto:Brett.Perrone@ynhh.org)>  
**Subject:** Docket #15-32033-CON: Condition 6 and Condition 32f (or 7c of Docket #15-32032-CON)

Attached please find documents submitted to comply with Docket #15-32033-CON Condition 6 and Condition 32f (or 7c of Docket #15-32032-CON).

Condition 6 requires L+MH to file with OHCA the total price per unit of service for each of the top 25 most frequent MS-DRGs (inpatient) and top 25 most frequent CPT codes (outpatient) for L+MH services.

Condition 32f (or 7c) requires L+MH to submit a five-year plan to generate and achieve efficiencies.

If you have any questions, please feel free to contact me.

Thank you,  
Shraddha

**Shraddha Patel, FACHE**  
Director of Strategy and Regulatory Planning & Reporting  
2 Howe 3<sup>rd</sup> Floor  
New Haven, CT 06519  
**Phone:** 860-912-5324

**Email:** [shraddha.patel@ynhh.org](mailto:shraddha.patel@ynhh.org)

**YaleNewHavenHealth**

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**Templates for Reporting on YNHHS/L+M Five-Year Synergy Financial Plan**  
**Docket #15-32033-CON: Condition 32f and Docket #15-32032-CON: Condition 7c**  
**FY 2017 - FY 2021**

Condition 32

FY 2017 - FY 2018 and each fiscal year thereafter (each an "annual report"), YNHHS shall submit notarized reports to OHCA for the periods of October-March (due May 31st) and April-September (due November 30th) certifying the achievement of each and every commitment described herein:

Condition 32f (L+M Healthcare and L+M Hospital)

A detailed and comprehensive document showing a five-year plan (the "plan") to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include the following additional information in its annual report.

- i. Narrative updates on the progress of implementation of the plan. These updates shall include the status of integration activities and adoption by L+MH and L+M of YNHHS non-clinical shared services opportunities
- ii. A report identifying L+M and L+MH cost saving totals since the Closing Date for the following Operating Expense Categories: Salaries and Wages, Fringe Benefits, Contractual Labor Fees, Medical Supplies and Pharmaceutical Costs, Depreciation and Amortization, Bad Debts, Interest Expense, Malpractice Expense, Utilities, Business Expenses and Other Operating Expenses. The categories shall be consistent with the major operating expense categories (Categories A,B,C,D,E,F,G,H,I,J, and K) that are in use at the time of reporting in the OHCA Hospital Reporting System ("HRS") Report 175 or successor report. YNHHS shall also file a narrative describing the specifics of the cost savings for each of these major expense categories
- iii. A completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports (no template)
- iv. For L+MH, a completed Hospital Operating Expenses by Expense Category and Department report. The format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 175 or successor report (no template)

Condition 7c (LMMG/NEMG) (reported as part of 32f)

A detailed and comprehensive document showing a five-year plan (the "plan") to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include a completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports (no template for balance sheet or statement of operations of NEMG/LMMG)



# Lawrence + Memorial Healthcare (including L+M Hospital and LMMG)

## Projected 5- year Synergy Savings Plan

### By Fiscal Year

Docket # 15-32033-CON: Condition 32f and Docket #15-32032-CON: Condition 7c

Due: March 7, 2017

Categories	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Wages	\$1,601,400	\$5,118,511	\$5,295,470	\$5,379,660	\$5,361,533
Fringe Benefits	\$283,680	\$906,720	\$938,067	\$952,981	\$949,770
Contractual Labor Fees	\$0	\$0	\$0	\$0	\$0
Medical Supplies and Pharmaceuticals	\$1,340,000	\$1,340,000	\$1,340,000	\$1,340,000	\$1,340,000
Depreciation/Amortization	\$0	\$0	\$0	\$0	\$0
Interest Expense	\$0	\$0	\$0	\$0	\$0
Malpractice Expense	\$0	\$0	\$0	\$0	\$0
Utilities	\$0	\$0	\$0	\$0	\$0
Business Expense	\$913,403	\$1,720,985	\$1,720,985	\$1,720,985	\$1,720,985
Other Operating Expense	\$0	\$0	\$0	\$0	\$0
<b>Total Synergies</b>	<b>\$4,138,484</b>	<b>\$9,086,215</b>	<b>\$9,294,522</b>	<b>\$9,393,626</b>	<b>\$9,372,287</b>

## User, OHCA

---

**From:** Roberts, Karen  
**Sent:** Friday, April 07, 2017 4:14 PM  
**To:** User, OHCA  
**Subject:** FW: Six-Month Independent Monitor Report for docket numbers 15-32032-CON and 32033-CON  
**Attachments:** Deloitte Independent Monitor Year 1 Six Month Report 04 07 2017.pdf

---

**From:** Sauders, Kelly (US - New York) [mailto:ksauders@deloitte.com]  
**Sent:** Friday, April 7, 2017 4:13 PM  
**To:** Capozzalo, Gayle <Gayle.Capozzalo@ynhh.org>; PATEL, SHRADDHA <SHRADDHA.PATEL@YNHH.ORG>  
**Cc:** Martone, Kim <Kimberly.Martone@ct.gov>; Roberts, Karen <Karen.Roberts@ct.gov>; DeMerlis, Ryan John (US - Philadelphia) <rdemerlis@DELOITTE.com>; Mitchell, Kelly Rose (US - Boston) <kellmitchell@deloitte.com>  
**Subject:** RE: Six-Month Independent Monitor Report for docket numbers 15-32032-CON and 32033-CON

Hello all – please see the attached report from Deloitte & Touche LLP which is the first six-month report due from the Independent Monitor for the period ending March 31, 2017. Let me know if you have any questions.

Regards,  
Kelly

**Kelly J. Sauders**

Partner  
Deloitte Advisory  
30 Rockefeller Plaza  
New York, NY 10112  
Office: 212 436 3180  
Fax: 212 653 7033  
Mobile: 518 469 0890  
Email: [ksauders@deloitte.com](mailto:ksauders@deloitte.com)

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YNHHSC Independent Monitor Review  
Report for Six Month Reporting Period  
Ending March 31, 2017

April 7, 2017

This document was created pursuant to the engagement letter dated November 7, 2016 between Deloitte & Touche LLP (“D&T”) and Yale New Haven Health Services Corporation and its subsidiaries, and D&T understands that this document will be shared with the Connecticut Office of Health Care Access (“OHCA”) in its capacity as regulator. This document is not intended to be and should not be relied on by any other person or entity. D&T and its affiliated and related entities shall not be responsible for any loss sustained by any person or entity that relies on this document.

April 7, 2017

Ms. Gayle Capozzalo  
Executive Vice President and Chief Strategy Officer  
Yale New Haven Health  
789 Howard Avenue  
New Haven, CT 06519

Dear Ms. Capozzalo,

**Re: Deloitte & Touche LLP Six-Month Report as Independent Monitor per Docket Numbers 15-32032-CON and 15-32033-CON**

In accordance with our engagement letter dated November 7, 2016 (“Engagement Letter”), the attached report summarizes the findings from the work steps performed by Deloitte & Touche LLP (“D&T”), as requested by Yale New Haven Health (“YNHHSC”), with respect to the Independent Monitor role for the 6-month reporting period ending March 31, 2017.

Pursuant to the Engagement Letter, YNHHSC agrees that any deliverables provided to YNHHSC by D&T may be disclosed to the State of Connecticut’s Office of Health Care Access (“OHCA”) to the extent required by such regulator in connection with their regulatory oversight.

The services were performed in accordance with the Statement on Standards for Consulting Services that is issued by the American Institute of Certified Public Accountants (“AICPA”). The services did not constitute an engagement to provide audit, compilation, review, or attestation services as described in the pronouncements on professional standards issued by the AICPA, the Public Company Accounting Oversight Board, or other regulatory body and, therefore, D&T does not express an opinion or any other form of assurance as a result of performing the services.

Sincerely,



Deloitte & Touche LLP

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Pg. 2

This document was created pursuant to the engagement letter dated November 7, 2016 between Deloitte & Touche LLP (“D&T”) and Yale New Haven Health Services Corporation and its subsidiaries, and D&T understands that this document will be shared with the Connecticut Office of Health Care Access (“OHCA”) in its capacity as regulator. This document is not intended to be and should not be relied on by any other person or entity. D&T and its affiliated and related entities shall not be responsible for any loss sustained by any person or entity that relies on this document.

Note: OHCA page numbers referenced as they appeared on 4/7/17

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<b>II. Detailed Observations Table</b> .....	6

Key	
Complete	
In Progress	

## I. Executive Summary Table

Condition Number	Milestone Date	Completion Status
<b>Strategic Plan</b>		
15-32033-CON Condition 4	3/7/2017	
15-32033-CON Condition 19	3/7/2017	
15-32033-CON Condition 32b	5/31/2017	
15-32033-CON Condition 7	5/31/2017	
15-32033-CON Condition 5	1/19/2017	
15-32033-CON Condition 18	5/31/2017	
15-32033-CON Condition 32a	5/31/2017	
<b>Financial Reporting</b>		
15-32033-CON Condition 8	5/31/2017	
15-32033-CON Condition 32f	3/7/2017	
15-32032-CON Condition 7c	5/31/2017	
15-32033-CON Condition 6	3/7/2017	
<b>Cost and Market Impact Review</b>		
15-32033-CON Condition 22	12/7/2016	
15-32032-CON Condition 3	12/7/2016	
15-32032-CON Condition 4	12/7/2016	
15-32033-CON Condition 23	12/7/2016	
15-32033-CON Condition 20 Paragraph 1	12/31/2017	
15-32033-CON Condition 32c	5/31/2017	
15-32033-CON Condition 20 Paragraphs 2/3	6/30/2018	
15-32032-CON Condition 1	12/31/2017	
15-32032-CON Condition 7a	5/31/2017	
15-32033-CON Condition 21a	12/7/2016	
15-32032-CON Condition 2a	12/7/2016	
15-32033-CON Condition 21b	12/7/2016	
15-32032-CON Condition 2b	12/7/2016	
<b>Independent Monitor</b>		
15-32033-CON Condition 15	11/7/2016	
15-32033-CON Condition 16	2 per year; report due 30 days after visit	
15-32033-CON Condition 33	3/31/2017	
15-32032-CON Condition 8	Ongoing	



Key	
Complete	
In Progress	

Condition Number	Milestone Date	Completion Status
<b>Community Benefit</b>		
15-32033-CON Condition 11	Ongoing	
15-32033-CON Condition 31	12/31/2016	
15-32033-CON Condition 32h	11/30/2017	
15-32033-CON Condition 12	11/30/2017	
<b>Charity Care Policies</b>		
15-32033-CON Condition 9	Following closing	
15-32033-CON Condition 10	11/30/2017	
15-32033-CON Condition 32e	5/31/2017	
<b>Employment Conditions</b>		
15-32033-CON Condition 27	5/31/2017	
15-32033-CON Condition 32g	5/31/2017	
15-32033-CON Condition 28	5/31/2017	
15-32032-CON Condition 6	5/31/2017	
15-32033-CON Condition 29	5/31/2017	
15-32033-CON Condition 30	5/31/2017	
<b>Governance</b>		
15-32033-CON Condition 14	Following closing	
15-32033-CON Condition 17	Twice a year	
15-32033-CON Condition 26	9/28/2016	
<b>Licensure and Physician Office Conversion</b>		
15-32033-CON Condition 13	Ongoing	
15-32033-CON Condition 24	5/31/2017	
15-32033-CON Condition 32d	5/31/2017	
15-32032-CON Condition 5	5/31/2017	
15-32032-CON Condition 7b	5/31/2017	
15-32033-CON Condition 25	3/31/2017	

## I. Detailed Observations Table

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 4	<p>Within one hundred and eighty (180) days following the Closing Date of 9/8/16, YNHHS shall submit a plan demonstrating how health care services will be provided by L+MH for the first three years following the Transfer Agreement, including any consolidation, reduction, or elimination of existing services or introduction of new services (the "Services Plan"). The Services Plan will be provided in a format mutually agreed upon by OHCA and YNHHS. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p> <p>NOTE 1: This applies only to Eastern Connecticut which has been defined in the Affiliation Agreement as Tolland, Windham and New London counties.</p> <p>Note 2: Refer to Condition #19 which addresses the same/similar requirements</p>	3/7/2017	D&T will obtain a copy of the Services Plan/Strategic Plan submitted for Condition #4 and #19, verify timely submission, verify that it incorporates the required elements (e.g. describing any planned consolidation, reduction, or elimination of existing services or introduction of new services) and that it meets the 3-year requirement.	YNHHS submitted Services and Strategy Plan to OHCA in accordance with Conditions 4 and 19 on 1/19/2017.	<b>Pg. 478</b> (submission email) <b>Pg. 479 – 482</b> (documentation)
15-32033-CON Condition 19	<p>L+M and YNHHS shall develop a strategic plan to focus on the retention and enhancement of healthcare services in the primary service area, i.e. towns served by L+M, which assures patient affordability and is consistent with appropriate standards of care, quality, and accessibility. Such plan shall seek to minimize travel for patients requiring clinical services that can be provided appropriately at L+M service sites, and to support the return of patients back to L+M and its medical staff for care should patients be referred to other YNHHS affiliated facilities for specialized care not available locally. The strategic plan shall include but not be limited to the following components:</p> <p>a. L+M shall enhance access to primary care physician services in the Eastern Connecticut region by recruiting and retaining eight additional primary care providers and other providers required to respond to local community need, in accordance with the community needs assessment in paragraph 31 herein and shall accommodate improvements to delivery models including value based care during such period. L+M shall demonstrate annual progress toward achieving these goals.</p> <p>b. YNHHS and L+M shall abide by the resource commitments for clinical service programming as set forth in the Affiliation Agreement.</p> <p>NOTE 1: Refer to Condition #4 which addresses the same requirements.</p>	3/7/2017	D&T will obtain the Services Plan/Strategic Plan submitted for Condition #4 and #19 and review the plan for inclusion of these required components (as compared to the needs described within the Community Needs Assessment and the resource commitments within the Affiliation Agreement).	YNHHS submitted Services and Strategy Plan to OHCA in accordance with Conditions 4 and 19 on 1/19/2017.	<b>Pg. 478</b> (submission email) <b>Pg. 479 – 482</b> (documentation)

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This document was created pursuant to the engagement letter dated November 7, 2016 between Deloitte & Touche LLP (“D&T”) and Yale New Haven Health Services Corporation and its subsidiaries, and D&T understands that this document will be shared with the Connecticut Office of Health Care Access (“OHCA”) in its capacity as regulator. This document is not intended to be and should not be relied on by any other person or entity. D&T and its affiliated and related entities shall not be responsible for any loss sustained by any person or entity that relies on this document.

Note: OHCA page numbers referenced as they appeared on 4/7/17

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 5	Until such time as the Services Plan is submitted , YNHHS shall provide OHCA with notice of any reallocation of inpatient beds and relocation of outpatient services for L+MH specific to those services that existed at L+MH as of the Decision Date. Such notice shall be provided within ten (10) days of any such reallocation or relocation and published on the website pages of L+MH. OHCA is imposing this Condition to ensure continued access to health care services for the patient population. NOTE 1: Cross-reference to Condition #18	1/19/2017	D&T will confirm that notices of reallocation or relocation were submitted in a timely manner and published on the L+MH website within ten days. Per related 15-32033-CON Condition #18, D&T will confirm that any changes or reallocation of services are not in conflict with the requirements of 15-32033-CON Condition #18.	Confirmed with YNHHS that through the submission of the Services Plan on 1/19/2017, no reallocation or relocation of inpatient beds or outpatient services was performed.	N/A

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Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 32f	<p>A detailed and comprehensive document showing a five-year plan (the "plan") to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include the following additional information in its annual report.</p> <p>i. Narrative updates on the progress of implementation of the plan. These updates shall include the status of integration activities and adoption by L+MH and L+M of YNHHS non-clinical shared services opportunities;</p> <p>ii. A report identifying L+M and L+MH cost saving totals since the Closing Date for the following Operating Expense Categories: Salaries and Wages, Fringe Benefits, Contractual Labor Fees, Medical Supplies and Pharmaceutical Costs, Depreciation and Amortization, Bad Debts, Interest Expense, Malpractice Expense, Utilities, Business Expenses and Other Operating Expenses. The categories shall be consistent with the major operating expense categories (Categories A,B,C,D,E,F,G,H,I,J, and K) that are in use at the time of reporting in the OHCA Hospital Reporting System ("HRS") Report 175 or successor report. YNHHS shall also file a narrative describing the specifics of the cost savings for each of these major expense categories;</p> <p>iii. A completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports; and</p> <p>iv. For L+MH, a completed Hospital Operating Expenses by Expense Category and Department report. The format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 175 or successor report.</p>	3/7/2017	<p>For 15-32033-CON Condition #32F, D&amp;T will obtain the Five-Year Plan prepared by YNHHS and the ongoing six month reports based on fiscal year. We will verify that the required elements are included in the report and are documented and supported by underlying information. We will confirm timely submission of all reports (OHCA's, HRS, Report 100, Report 150 and Report 175 and succession reports to OHCA.</p>	<p>YNHHS submitted Five-Year Plan to OHCA in accordance with Condition 32f on 3/7/2017.</p> <p>The milestone date for the six month report is 5/31/2017 for 15-32033-CON Condition 32f and 15-32032-CON Condition 7c.</p>	<p><b>Pg. 734</b> (submission email) <b>Pg. 736 – 737</b> (documentation)</p>

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 6	Within one hundred and eighty (180) days following the Closing Date, the Applicants shall file with OHCA the total price per "unit of service" for each of the top 25 most frequent MS-DRGs (inpatient) and top 25 most frequent CPT codes (outpatient) for L+MH services. The first filing shall be for the period October 1, 2015 – September 30, 2016. The Applicants shall provide the same information for three (3) full fiscal years thereafter, within sixty (60) days following the end of a fiscal year. OHCA shall provide the format for the filing. OHCA is imposing this condition to ensure that the proposed transfer of ownership does not adversely affect health care costs.	3/7/2017	D&T will obtain YNHHS's analysis of the top 25 most frequent MS-DRGs and CPT codes and related weighted average price information. D&T will review work papers to confirm information and timely filing. * 1st filing is due within 180 days (March 2017); 2nd filing is due 60 days after the close of FY2017 which is 11/30/17 and the 3rd filing is due 60 dates after the close of FY2018 which is 11/30/18.	YNHHS submitted analysis to OHCA in accordance with Condition 6 on 3/7/2017.	<b>Pg. 734</b> (submission email) <b>Pg. 735 and 738</b> (documentation)

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 22	<p>Within ninety days of the Date of Closing, YNHHS shall initiate a cost and market impact review which shall comply with Connecticut General Statute Section 19a-639f, which such analysis shall include and shall be utilized to establish the baseline cost structure set forth below:</p> <p>a. Establishing a baseline cost structure and total price per unit of service (the "baseline CMIR") and establishing a cap on annual increases in total price per unit of service (as defined below) for L+MH and LMMG (the "annual CMIR update"). YNHHS shall retain an independent consultant, subject to OHCA's approval, to conduct the baseline CMIR and the annual CMIR update and shall pay all costs associated with the cost and market review. To the extent that all data is not available to comply with the provisions of section 19a-639f the baseline CMIR shall be adjusted to reflect such information when it becomes available.</p> <p>b. In conducting the baseline CMIR and annual CMIR update, the cost and market impact review shall analyze the factors relative to L+MH and LMMG in accordance with subsection (d) of section 19a-639f of the general statutes and the Eastern Connecticut market more specifically: (a) L+MH and LMMG's size and market share within their primary and secondary service areas; (b) L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services in Eastern Connecticut; (c) L+MH and LMMG cost and cost trends in comparison to total healthcare expenditures statewide; (d) the availability and accessibility of services similar to those provided by L+MH and LMMG in their primary and secondary service areas; (e) the role of L+MH and LMMG in serving at-risk, underserved and government payer populations, including those with behavioral, substance use disorder and mental health conditions, within their primary and secondary service areas; (f) the role of L+MH and LMMG in providing low margin or negative margin services within their primary and secondary service areas; (g) general market conditions for hospitals and medical foundations in the state and in Eastern Connecticut in particular; and (h) and other conditions that the independent consultant determines to be relevant to ensuring that L+MH and LMMG prices do not exceed the market price for similar services in Eastern Connecticut.</p>	12/7/2016	<p>D&amp;T will confirm that YNHHS initiated this review within 90 days of closing by obtaining a copy of the relevant contract/engagement letter as evidence. D&amp;T will also confirm that the analysis addresses the required elements.</p> <p>D&amp;T will obtain a copy of the CMIR performed by the Independent Consultant.</p> <p>D&amp;T will meet annually with the Independent Consultant.</p>	<p>YNHHS submitted documentation to OHCA supporting engagement of Independent Consultant, Milliman, in accordance with Condition on 11/29/2016.</p> <p>The Independent Monitor and Independent Consultant currently meet via conference call on a monthly basis.</p>	<p><b>Pg. 430</b> (submission email) <b>Pg. 431-454</b> (documentation)</p>



Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
<p>15-32033- CON Condition 22  (continued)</p>	<p>c. In recognition that the baseline CMIR pursuant to Connecticut General Statute Section 19a-639f shall be conducted after the Date of Closing, in the event that the baseline CMIR finds a likelihood of materially increased prices as a result of the L+M affiliation with YNHHS, notwithstanding these conditions, the Commissioner of Public Health (Commissioner) and YNHHS shall meet and confer for the purposes of determining further conditions as necessary to correct such condition and to create a performance improvement plan to address the conditions. The Commissioner shall determine whether YNHHS is in compliance with such performance improvement plan. Prior to the end of each fiscal year, the independent consultant shall conduct the annual CMIR update and use the results of such annual CMIR update to establish a cap on any increase in the price per unit of service for the upcoming fiscal year. Nothing herein shall prohibit the independent consultant from considering and recommending any recommendations of the Certificate of Need Task Force on cost containment measures or a cap on annual cost or price increases.</p> <p>d. The independent consultant shall report to and take direction from the Commissioner. The independent consultant in establishing the cap shall take into consideration the cost reductions reflective of the efficiencies resulting from the affiliation and the annual cost of living of the primary service area or the Eastern Connecticut area.</p> <p>e. The independent consultant shall provide the baseline CMIR and the annual CMIR update to OHCA within thirty days of completion. OHCA shall keep confidential all nonpublic information and documents obtained as part of the baseline CMIR and the annual CMIR update and shall not disclose the information or documents to any person without the consent of YNHHS and L+M, unless required to do by law.</p>	<p>12/7/2016</p>	<p>D&amp;T will confirm that YNHHS initiated this review within 90 days of closing by obtaining a copy of the relevant contract/engagement letter as evidence. D&amp;T will also confirm that the analysis addresses the required elements.</p> <p>D&amp;T will obtain a copy of the CMIR performed by the Independent Consultant.</p> <p>D&amp;T will meet annually with the Independent Consultant.</p>	<p>No noted instances of non-compliance.</p>	<p><b>Pg. 430</b> (submission email) <b>Pg. 431-454</b> (documentation)</p>

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32032-CON Condition 3	<p>Within ninety days of the Date of Closing, YNHHS shall initiate a cost and market impact review which shall comply with Connecticut General Statute Section 19a-639f, which such analysis shall include and shall be utilized to establish the baseline cost structure set forth below:</p> <p>a. Establishing a baseline cost structure and total price per unit of service (the "baseline CMIR") and establishing a cap on annual increases in total price per unit of service (as defined in d. below) for L+MH and LMMG (the "annual CMIR update"). Yale New Haven shall retain an independent consultant, subject to OHCA's approval, to conduct the baseline CMIR and the annual CMIR update and shall pay all costs associated with the cost and market review. To the extent that all data is not available to comply with the provisions of section 19a-639f the baseline CMIR shall be adjusted to reflect such information when it becomes available.</p> <p>b. In conducting the baseline CMIR and annual CMIR update, the cost and market impact review shall analyze the factors relative to L+MH and LMMG in accordance with subsection (d) of section 10a-639f of the general statutes and the Eastern Connecticut market more specifically: (a) L+MH and LMMG's size and market share within their primary and secondary service areas; (b) L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services in Eastern Connecticut; (c) L+MH and LMMG cost and cost trends in comparison to total healthcare expenditures statewide; (d) the availability and accessibility of services similar to those provided by L+MH and LMMG in their primary and secondary service areas; (e) the role of L+MH and LMMG in serving at-risk, underserved and government payer populations, including those with behavioral, substance use disorder and mental health conditions, within their primary and secondary service areas; (f) the role of L+MH and LMMG in providing low margin or negative margin services within their primary and secondary service areas; (g) general market conditions for hospitals and medical foundations in the state and in Eastern Connecticut in particular; and (h) and other conditions that the independent consultant determines to be relevant to ensuring that L+MH and LMMG prices do not exceed the market price for similar services in Eastern Connecticut.</p>	12/7/2016	Refer to procedures for 15-32033-CON Condition #22 above.	<p>YNHHS submitted documentation to OHCA supporting engagement of Independent Consultant, Milliman, in accordance with Condition on 11/29/2016.</p> <p>The Independent Monitor and Independent Consultant currently meet via conference call on a monthly basis.</p>	<p><b>Pg. 430</b> (submission email) <b>Pg. 431-454</b> (documentation)</p>

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
<p>15-32032-CON Condition 3 (continued)</p>	<p>c. In recognition that the baseline CMIR pursuant to Connecticut General Statute Section 19a-639f shall be conducted after the Date of Closing, in the event that the baseline CMIR finds a likelihood of materially increased prices as a result of the L+M affiliation with YNHHS, notwithstanding these conditions, the Commissioner of Public Health (Commissioner) and YNHHS shall meet and confer for the purpose of determining further conditions as necessary to correct such condition and to create a performance improvement plan to address the conditions. The Commissioner shall determine whether YNHHS is in compliance with such performance improvement plan. Prior to the end of each fiscal year, the independent consultant shall conduct the annual CMIR update and use the results of such annual CMIR update to establish a cap on any increase in the price per unit of service for the upcoming fiscal year. Nothing herein shall prohibit the independent consultant from considering and recommending any recommendations of the Certificate of Need Task Force on cost containment measures or a cap on annual cost or price increases.</p> <p>d. The independent consultant shall take direction from the Commissioner of the Department of Public Health. The independent consultant in establishing the cap shall take into consideration the cost reductions reflective of the efficiencies resulting from the affiliation and the annual cost of living of the primary service area or the Eastern Connecticut area.</p> <p>e. The independent consultant shall provide the baseline CMIR and the annual CMIR update to OHCA within thirty days of completion. OHCA shall keep confidential all nonpublic information and documents obtained as part of the baseline CMIR and the annual CMIR update and shall not disclose the information or documents to any person without the consent of YNHHS and L+M, unless required to do so by law. The confidential information and documents shall not be public records and shall be exempt from disclosure under Connecticut General Statute Section 1-210.</p>	<p>12/7/2016</p>	<p>Refer to procedures for 15-32033-CON Condition #22 above.</p>	<p>No noted instances of non-compliance.</p>	<p><b>Pg. 430</b> (submission email) <b>Pg. 431-454</b> (documentation)</p>

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 23	<p>For purposes of determining the price per unit of service:</p> <p>f. A "unit of service" for inpatient hospital services shall be a case categorized by an ICD-9-DM/ICD-10-DM diagnosis code or a Diagnosis-Related Group (DRG) code and identified by the Connecticut Department of insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently occurring acute care hospital inpatient primary diagnoses, the fifty most frequently provided acute care hospital inpatient principal procedures, and the twenty-five most frequent inpatient surgical procedures.</p> <p>g. A "unit of service" for outpatient hospital services shall be a procedure or service categorized by a Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding (HCPC) code and identified by the Connecticut Department of Insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently provided outpatient procedures, the twenty-five most frequent outpatient surgical procedures and the twenty-five most frequent imaging procedures performed in the state.</p> <p>h. A "unit of service" for physician services shall be a work Relative Value Unit (wRVU).</p> <p>i. The baseline to be established as of the Date of Closing for L+M's total price per unit of service for physician services and inpatient and outpatient hospital services is inclusive of all administrative overhead, other ancillary fees including, but not limited to facility fees and the total price per unit shall reflect the total price of such service.</p> <p>j. All administrative costs for overhead, ancillary fees, facility fees or any other fees which are reflected in the total price per unit shall be determined by the independent consultant to be within any annual cap established.</p>	12/7/2016	<p>D&amp;T will obtain a copy of the CMIR performed by the Independent Consultant. D&amp;T will meet annually with the Independent Consultant.</p> <p>D&amp;T will not perform any additional procedures in the role of Monitor as it relates to 15-32033-CON Condition #23.</p>	<p>YNHHS submitted documentation to OHCA supporting engagement of Independent Consultant, Milliman, in accordance with Condition on 11/29/2016.</p> <p>The Independent Monitor and Independent Consultant currently meet via conference call on a monthly basis.</p>	<p><b>Pg. 430</b> (submission email) <b>Pg. 431-454</b> (documentation)</p>

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32032-CON Condition 4	<p>For purposes of determining the price per unit of service:</p> <p>a. A "unit of service" for inpatient hospital services shall be a case categorized by an ICD-9-DM/ICD-10-DM diagnosis code or a Diagnosis-Related Group (DRG) code and identified by the Connecticut Department of insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently occurring acute care hospital inpatient primary diagnoses, the fifty most frequently provided acute care hospital inpatient principal procedures, and the twenty-five most frequent inpatient surgical procedures.</p> <p>b. A "unit of service" for outpatient hospital services shall be a procedure or service categorized by a Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding (HCPC) code and identified by the Connecticut Department of Insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently provided outpatient procedures, the twenty-five most frequent surgical procedures and the twenty-five most frequent imaging procedures performed in the state.</p> <p>c. A "unit of service" for physician services shall be a work Relative Value Unit (wRVU).</p> <p>d. The baseline to be established as of the Date of Closing for L+M's total price per unit of service for physician services and inpatient and outpatient hospital services is inclusive of all administrative overhead, other ancillary fees including, but not limited to facility fees and the total price per unit shall reflect the total price of such service.</p> <p>e. All administrative costs for overhead, ancillary fees, facility fees or any other fees which are reflected in the total price per unit shall be determined by the independent consultant to be within any annual cap established.</p>	12/7/2016	<p>D&amp;T will obtain a copy of the CMIR performed by the Independent Consultant.</p> <p>D&amp;T will meet annually with the Independent Consultant.</p> <p>D&amp;T will not perform any additional procedures in the role of Monitor as it relates to 15-32033-CON Condition #23.</p>	<p>YNHHS submitted documentation to OHCA supporting engagement of Independent Consultant, Milliman, in accordance with Condition on 11/29/2016.</p> <p>The Independent Monitor and Independent Consultant currently meet via conference call on a monthly basis.</p>	<p><b>Pg. 430</b> (submission email) <b>Pg. 431-454</b> (documentation)</p>

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 21a	With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG): a. LMMG and NEMG will integrate as of the Closing Date, and when NEMG is able to abide by the commitment set forth in paragraph 20 above, i.e. physicians providing services through NEMG to L + M patients, that were not providing services as of the Date of Closing, shall charge prices for services (site specific charges) based upon LMMG commercial health plan contracts and total price per unit of service, LMMG and NEMG shall implement the statutory merger contemplated in the Certificate of Need Application.	12/7/2016	D&T will receive samples of payer submissions for LMMG physicians and obtain YNHHS's Management Representation submitted to OHCA relative to compliance with 15-32033-CON Condition #21a.	YNHHS submitted a Management Representation in accordance with engaging an Independent Consultant to assess Condition 21a to OHCA on 11/29/2016.	<b>Pg. 430</b> (submission email) <b>Pg. 431-454</b> (documentation)
15-32032-CON Condition 2a	With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG): a. LMMG and NEMG will integrate as of the Closing Date, and when NEMG is able to abide by the commitment set forth in paragraph I above, i.e. physicians providing services through NEMG to L+M patients, that were not providing services as of the Date of Closing, shall charge prices for services (site specific charges) based upon LMMG commercial health plan contracts and total price per unit of service, LMMG and NEMG shall implement the statutory merger contemplated in the Certificate of Need Application.	12/7/2016	Refer to procedures for 15-32033-CON Condition #21a above.	YNHHS submitted a Management Representation in accordance with engaging an Independent Consultant to assess Condition 2a to OHCA on 11/29/2016.	<b>Pg. 430</b> (submission email) <b>Pg. 431-454</b> (documentation)
15-32033-CON Condition 21b	With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):  Physicians who are hired, recruited or contracted by a YNHHS affiliate to provide professional services (other than in a licensed hospital department) in the primary service area (which may from time to time change), currently the communities of East Lyme, Groton, Ledyard, Lyme, Montville, New London, North Stonington, Old Lyme, Preston, Salem, Stonington and Waterford, and in the following specialties shall be billed at the LMMG commercial health plan negotiated rates subject to the provisions of paragraph 20: family medicine; general medicine; internal medicine; obstetrics and gynecology; endocrinology; and psychiatry. Current LMMG physicians providing services in the primary service area as of the Date of Closing in any specialties shall be subject to the provisions of paragraph 20.	12/7/2016	D&T will obtain YNHHS's Management Representation submitted to OHCA relative to compliance with 15-32033-CON Condition #21b.	YNHHS submitted a Management Representation in accordance with engaging an Independent Consultant to assess Condition 21b to OHCA on 11/29/2016.	<b>Pg. 430</b> (submission email) <b>Pg. 431-454</b> (documentation)

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Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32032- CON Condition 2b	With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG): b. Physicians who are hired, recruited or contracted by a YNHHS affiliate to provide professional services (other than in a licensed hospital department) in the primary service area (which may from time to time change), currently the communities of East Lyme, Groton, Ledyard, Lyme, Montville, New London, North Stonington, Old Lyme, Preston, Salem, Stonington and Waterford, and in the following specialties shall be billed at the LMMG commercial health plan negotiated rates subject to the provisions of paragraph 1: family medicine; general medicine; internal medicine; obstetrics and gynecology; endocrinology; and psychiatry. Current LMMG physicians providing services in the primary service area as of the Date of Closing in any specialties shall be subject to the provisions of paragraph 1.	12/7/2016	Refer to procedures for 15-32033-CON Condition #21b above.	YNHHS submitted a Management Representation in accordance with engaging an Independent Consultant to assess Condition 21b to OHCA on 11/29/2016.	<b>Pg. 430</b> (submission email) <b>Pg. 431-454</b> (documentation)
15-32033- CON Condition 15	Within sixty (60) days after the Closing Date, YNHHS shall contract with an Independent Monitor who has experience in hospital administration and regulation. The Independent Monitor shall be retained at the sole expense of YNHHS. Representatives of OHCA and FLIS will approve the Independent Monitor's appointment. The Independent Monitor shall be engaged for a minimum period of two (2) years following the Closing, which may be extended for another year at OHCA's and/or FLIS's discretion. The Independent Monitor will be responsible for monitoring the Applicants' compliance with the Conditions set forth in this Order. The Applicants shall provide the Independent Monitor with appropriate access to L+MH and its applicable records in order to enable the Independent Monitor to fulfill its functions hereunder. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify and monitor compliance with the conditions set forth herein. NOTE: See Condition #33a (appointment of Monitor requirement)	11/7/2016	D&T and YNHHS will execute an Engagement Letter by the required date. A copy of this Engagement Letter will be provided to OHCA.	Engagement Letter signed and submitted to OHCA on 11/7/2016.	<b>Pg. 322-324</b> (submission email) <b>Pg. 325-372</b> (documentation)

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 16	The Independent Monitor will report to both OHCA and FLIS. The Independent Monitor shall conduct on-site visits of L+MH on no less than a semi-annual basis to assess adherence to DPH's Consent Order. The Independent Monitor shall furnish a written report of his or her assessment to OHCA and FLIS within thirty (30) days of the completion of each on-site review. YNHHS will have the opportunity to review and provide written responses to the report. As OHCA deems necessary, the Independent Monitor shall meet with OHCA and FLIS personnel to discuss the written report and will perform additional periodic reviews. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify and monitor compliance with the Conditions set forth herein.	2 per year; report due 30 days after visit	D&T will plan, at a minimum, two site visits per year. The site visits will include meetings with Administration/Leadership and review of any documentation requested by D&T. D&T will provide a report that summarizes the activities from the prior six month period along with any recommendations or observations to YNHHS, OHCA, and FLIS. Procedures associated with 15-32033-CON Condition #16 are expected to coincide/satisfy 15-32033-CON Conditions 33b and 33d as well.	The first semi-annual site visit was completed on 3/1/2017. A brief report summarizing the site visit was submitted in accordance with Condition 16 on 3/23/2017.  D&T submitted report summarizing YNHHS activities to fulfill Conditions from the prior six month period on 04/07/2017.	Pg. 739 (submission email) Pg. 740-754 (documentation)

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 33	<p>In addition to the above, L+M and YNHHSO make the following commitment for a period of five years post-Closing:</p> <p>a. L+M and YNHHSO shall appoint an independent monitor at their own cost (selected by YNHHSO and L+M and approved by OHCA) to serve as a post-transfer compliance monitor.</p> <p>b. Such monitor shall, at a minimum meet with representatives of the L+M community at six months after the Date of Closing and annually and shall report to OHCA in accordance with Section 19a-639(e) of the general statutes and specifically address: (i) L+M's compliance with the Certificate of Need Order; and (ii) the level of community benefits and uncompensated care provided by L+M during the prior period.</p> <p>c. L+M shall provide the monitor with reasonable access to its public filings and facilities and all other financial information necessary for the purposes of carrying out the monitor's duties.</p> <p>d. L+M shall hold a public forum in New London at six months after the Date of Closing and not less than annually thereafter during the monitoring period to provide for public review and comment on the monitor's reports and findings.</p>	3/31/2017	<p>For 15-32033-CON Condition #33a, refer to 15-32033-CON Condition #15.</p> <p>15-32033-CON Condition #33b – D&amp;T will meet with CHNA/CHIP “participation group” in March 2017 for an initial introduction and will meet with this group annually thereafter to present the annual Monitor report. Relative to (ii), Refer to the procedures performed per Conditions #11 and #31. Minutes will be maintained by D&amp;T of these meetings and provided to OHCA upon request.</p> <p>With respect to 15-32033-CON #33d, D&amp;T will review the public notice and attend the public forum held by YNHHSO and confirm that it includes members of the CHIP (Community Health Improvement Program) group.</p>	<p>Engagement Letter signed and submitted to OHCA on 11/7/2016.</p> <p>Community Forum with “participation group” completed on 1/24/2017. Minutes were submitted to OHCA to summarize the Community Forum on 1/27/2017.</p> <p>D&amp;T reviewed the public notice and attended the public forum on 3/1/2017 and submitted Public Forum minutes to OHCA on 3/23/2017.</p>	<p><b>Engagement Letter</b> <b>Pg. 322-324</b> (submission email)</p> <p><b>Pg. 325-372</b> (documentation)</p> <p><b>Community Forum</b> <b>Pg. 488</b> (submission email)</p> <p><b>Pg. 488-506</b> (documentation)</p> <p><b>Public Forum</b> <b>Pg. 739</b> (submission email)</p> <p><b>Pg. 740-754</b> (documentation)</p>

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 33  (continued)	e. If the Independent Monitor determines that YNHHS and L+M are substantially out of compliance with the conditions to the CON, the monitor shall notify YNHHS and L+M in writing regarding the deficiency. Within two weeks of such notice, the monitor shall convene a meeting with representatives from YNHHS and L+M for the purpose of determining compliance and any appropriate corrective action plan. If YNHHS and L+M fail to implement a plan of correction satisfactory to the monitor within thirty days of such meeting, the monitor shall report such substantial non-compliance and its impact on health care costs and accessibility to OHCA. OHCA shall determine whether such non-compliance has had a material negative impact and what remedy is reasonably necessary to bring YNHHS and L + M into compliance and shall have the right to enforce these conditions by all means and remedies available to it under law and equity, including but not limited to Conn. Gen. Stat. 19a-642 and the right to impose and collect a civil penalty under Conn. Gen. Stat. 19a-653. In addition, in the event OHCA determines YNHHS and L+M are in material non-compliance, OHCA may order YNHHS and L+M to provide additional community benefits as necessary to mitigate the impact of such non-compliance.	3/31/2017	With respect to 15-32033-CON #33e, D&T agrees to provide written notice of any deficiencies as required.	No noted instances of non-compliance.	N/A

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32032-CON Condition 8	<p>In addition to the above, L+M and YNHHS shall make the following commitment for a period of five years post-Closing: a. L+M and YNHHS shall appoint an independent monitor at their own cost (selected by YNHHS and L+M and approved by OHCA) to serve as a post-transfer compliance monitor.</p> <p>a. L+M and YNHHS shall appoint an independent monitor at their own cost (selected by YNHHS and L+M and approved by OHCA) to serve as a post-transfer compliance monitor.</p> <p>b. Such monitor shall, at a minimum meet with representatives of the L+M community at six months after the Date of Closing and annually and shall report to OHCA in accordance with Section 19a-639(e) of the general statutes and specifically address: (i) L+M's compliance with the Certificate of Need Order; and (ii) the level of community benefits and uncompensated care provided by L+M during the prior period.</p> <p>c. L+M shall provide the monitor with reasonable access to its public filings and facilities and all other financial information necessary for the purposes of carrying out the monitor's duties.</p> <p>d. L+M shall hold a public forum in New London at six months after the Date of Closing and not less than annually thereafter during the monitoring period to provide for public review and comment on the monitor's reports and findings.</p>	3/31/2017	Refer to procedures for 15-32033-CON Condition #33 a through e above.	<p>Community Forum with "participation group" completed on 1/24/2017. Minutes were submitted to OHCA to summarize the Community Forum on 1/27/2017.</p> <p>D&amp;T reviewed the public notice and attended the public forum on 3/1/2017 and submitted Public Forum minutes to OHCA on 3/23/2017.</p>	<p><b>Community Forum Pg. 488</b> (submission email) <b>Pg. 488-506</b> (documentation)</p> <p><b>Public Forum Pg. 739</b> (submission email) <b>Pg. 740-754</b> (documentation)</p>

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32032-CON Condition 8  (continued)	e. If the Independent Monitor determines that YNHHS and L+M are substantially out of compliance with the conditions to the CON, the monitor shall notify YNHHS and L+M in writing regarding the deficiency. Within two weeks of such notice, the monitor shall convene a meeting with representatives from YNHHS and L+M for the purpose of determining compliance and any appropriate corrective action plan. If YNHHS and L+M fail to implement a plan of correction satisfactory to the monitor within thirty days of such meeting, the monitor shall report such substantial noncompliance and its impact on health care costs and accessibility to OHCA. OHCA shall determine whether such non-compliance has had a material negative impact and what remedy is reasonably necessary to bring YNHHS and L + M into compliance and shall have the right to enforce these conditions by all means and remedies available to it under law and equity, including but not limited to Conn. Gen. Stat. 19a-642 and the right to impose and collect a civil penalty under Conn. Gen. Stat. 19a-653 In addition, in the event OHCA determines YNHHS and L+M are in material non-compliance, OHCA may order YNHHS and L+M to provide additional community benefits as necessary to mitigate the impact of such noncompliance.	Ongoing	Refer to procedures for 15-32033-CON Condition #33 a through e above.	No noted instances of non-compliance.	N/A
15-32033-CON Condition 31	L+M and YNHHS have agreed to maintain at least the same level of community benefit consistent with L+M's most recent Schedule H of IRS Form 990 and its Community Health Needs Assessment (CHNA). L+M and YNHHS agree to conduct an updated Community Health Needs Assessment by no later than December 31, 2016, and provide services in accordance with implementation plan adopted as part of the updated CHNA process and provide OHCA with its updated CHNA within thirty days of its approval.	12/31/2016	After obtaining L+M's baseline Schedule H of IRS Form 990, D&T will obtain and confirm that L+M and YNHHS have increased community benefit by 1% per year for the first three (3) years of this agreement. Thereafter for years 4 and 5, we will confirm that the level of community benefit provided in year 3 was at least maintained (not required to increase in years 4 and 5). Cross-reference to 15-32033-CON Condition #11.	Schedule H of 2015 IRS Form 990 was obtained on 1/6/2017.  Page references refer to submission letter for Condition 21 and CHNA.	<b>Pg. 161</b> (submission letter) <b>Pg. 162-262</b> (documentation)

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Pg. 22

This document was created pursuant to the engagement letter dated November 7, 2016 between Deloitte & Touche LLP (“D&T”) and Yale New Haven Health Services Corporation and its subsidiaries, and D&T understands that this document will be shared with the Connecticut Office of Health Care Access (“OHCA”) in its capacity as regulator. This document is not intended to be and should not be relied on by any other person or entity. D&T and its affiliated and related entities shall not be responsible for any loss sustained by any person or entity that relies on this document.

Note: OHCA page numbers referenced as they appeared on 4/7/17



Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 9	Following the Closing Date, L+MH will adopt YNHHS's financial assistance (charity and free care) policies or adopt other policies that are at least as generous and benevolent to the community as L+MH's current policies, consistent with state and federal law. These policies shall be posted on the website pages of L+MH and as additionally required by applicable law, OHCA is imposing this Condition to ensure continued access to health care services for the patient population.	Following closing	D&T will obtain copies of the relevant financial assistance policies and confirm that L+MH has adopted YNHHS's financial assistance policies (or policies at least as generous as these policies) using L+M Hospital board resolutions. After verifying that this step has been properly completed, we will confirm that these policies are properly posted on L+MH's website.	YNHHS submitted documentation to OHCA in accordance with Condition 9 including financial assistance policies on 2/21/2017.	<b>Pg. 514</b> (submission email) <b>Pg. 515-733</b> (documentation)
15-32033-CON Condition 32e	Affirmation that L+M has adopted the YNHHS Financial Assistance Program Policies currently in effect as of the date hereof, and that such Policies, if amended, provide assistance to patients that is at least as generous as the YNHHS Financial Assistance Program Policies currently in effect as of the date hereof.	5/31/2017	For 15-32033-CON Condition 32 requirements a through e and g, D&T will obtain a copy of YNHHS's Management Representation to OHCA that Condition 32 requirements a through e and g have been met.	YNHHS submitted documentation to OHCA in accordance with Condition 9 including financial assistance policies on 2/21/2017.  If future changes to policies are made, Independent Monitor will obtain YNHHS management representation that such policies are at least as generous as the YNHHS Financial Assistance Program Policies currently in effect.	<b>Pg. 514</b> (submission email) <b>Pg. 515-733</b> (documentation)

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 14	For three (3) years following the Closing Date, the Applicants shall allow for one (1) community representative to serve as voting members of L+MH's Board of Directors with rights and obligations consistent with other voting members under L+MH's Board of Director Bylaws. The Applicants shall select the community representative in a manner that ensures the appointment of an unbiased individual who will fairly represent the interests of the communities served by L+MH. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.	Following closing	D&T will confirm the appointment of this individual (community representative) to the L+MH Board as evidenced by Board minutes. We will discuss the selection process with Management and document our understanding of the selection process/qualifications of the individual.	Cathy Zall appointed as community representative as a voting member of the L+MH's Board of Directors on 12/8/2016.	<b>Pg. 465</b> (submission email) <b>Pg. 466-473</b> (documentation)
15-32033-CON Condition 17	For three (3) years following the Closing Date, the Applicants shall hold a meeting of the YNHHS Board and L+M Board ("Joint Board Meetings") at least twice annually. Such Joint Board Meetings shall be followed by a meeting to which the public is invited in advance and at which the public is informed of L+MH's activities and afforded an opportunity to ask questions and make comments. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.	Twice a year	To confirm compliance with this provision, D&T will obtain minutes from these Joint Board Meetings and confirm notice of the public meetings is posted with proper notice. D&T will attend the public meetings as part of the Monitor role.	The first Joint Board Meeting of the YNHHS Board and L+MH Board is scheduled for May 18-19, 2017.	N/A
15-32033-CON Condition 26	As described in the Affiliation Agreement, YNHHS is committed to maintaining local governance at L+M. The L+M Board of Directors shall continue as a fiduciary board composed of a majority of members who reside in the communities served by L+M with the only change in composition being the addition of the President/CEO of YNHHS (or his or her designee) serving as an ex-officio member. Each director of the L+M Board of Directors shall have an equal vote. The L+M Board shall be empowered and supported to oversee local performance and to create and sustain connections with the community. Subject to certain reserved powers for YNHHS, the L+M Board of directors will have the right to approve any major new programs and clinical services, or the discontinuation or consolidation of any such programs.	9/28/2016	D&T will obtain and evaluate the Board of Directors bylaws to confirm that L+M Board maintains rights and powers specified in the Order.	YNHHS provided Board of Directors bylaws to OHCA on 9/28/2016.	<b>Pg. 1</b> (submission email) <b>Pg. 55-66</b> (documentation)
15-32033-CON Condition 25	L+M shall attain cost savings as a result of the affiliation with YNHHS as described in the CON application.	3/31/2017	D&T will obtain and read YNHHS's reporting created per 15-32033-CON condition #32f.	YNHHS provided reporting to OHCA in accordance with Condition 25 on 3/29/2017.	<b>Pg. 757-758</b> (submission email) <b>Pg. 759-760</b> (documentation)

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Pg. 24

This document was created pursuant to the engagement letter dated November 7, 2016 between Deloitte & Touche LLP (“D&T”) and Yale New Haven Health Services Corporation and its subsidiaries, and D&T understands that this document will be shared with the Connecticut Office of Health Care Access (“OHCA”) in its capacity as regulator. This document is not intended to be and should not be relied on by any other person or entity. D&T and its affiliated and related entities shall not be responsible for any loss sustained by any person or entity that relies on this document.

Note: OHCA page numbers referenced as they appeared on 4/7/17

## User, OHCA

---

**From:** PATEL, SHRADDHA <SHRADDHA.PATEL@YNHH.ORG>  
**Sent:** Tuesday, April 11, 2017 4:22 PM  
**To:** User, OHCA  
**Cc:** 'ynhhscohcmonitor@deloitte.com'; Capozzalo, Gayle; Gonsalves, Elizabeth; Salsgiver, Carolyn; Willcox, Jennifer; Anderson, Maureen (LMHOSP); Tammaro, Vincent; Miller, Thomas  
**Subject:** Docket #15-32033-CON: Condition 21a (or 2a of Docket #15-32032-CON)

In accordance with 15-32033-CON Condition 21a and 15-32032-CON Condition 2a, LMMG and NEMG merged on April 1, 2017. The purpose of this email is to confirm compliance with the above referenced conditions. Further, related to 15-32033-CON Condition 20 and 15-32032-CON Condition 1, L+M and YNHHS agree to maintain the current LMMG commercial health plan contracts in effect as of the Date of Closing for a period following the Date of Closing to December 31, 2017.

If you have any questions, please feel free to contact me.

Thank you,  
Shraddha

**Shraddha Patel, FACHE**  
Director of Strategy and Regulatory Planning & Reporting  
2 Howe 3<sup>rd</sup> Floor  
New Haven, CT 06519  
**Phone:** 860-912-5324  
**Email:** [shraddha.patel@ynhh.org](mailto:shraddha.patel@ynhh.org)

**YaleNewHavenHealth**

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## User, OHCA

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**From:** Sauders, Kelly (US - New York) <[ksauders@deloitte.com](mailto:ksauders@deloitte.com)>  
**Sent:** Thursday, April 20, 2017 11:16 AM  
**To:** Roberts, Karen  
**Cc:** User, OHCA; Cotto, Carmen  
**Subject:** RE: Agenda for call tomorrow per your request

Perfect – thanks!

---

**From:** Roberts, Karen [<mailto:Karen.Roberts@ct.gov>]  
**Sent:** Thursday, April 20, 2017 11:15 AM  
**To:** Sauders, Kelly (US - New York) <[ksauders@deloitte.com](mailto:ksauders@deloitte.com)>  
**Cc:** User, OHCA <[OHCA@ct.gov](mailto:OHCA@ct.gov)>; Cotto, Carmen <[Carmen.Cotto@ct.gov](mailto:Carmen.Cotto@ct.gov)>  
**Subject:** RE: Agenda for call tomorrow per your request

Hi Kelly – FYI - this conference call next week will also cover your recent emailed question about the filing of the six month report. Karen

Sincerely,

*Karen Roberts*

Principal Health Care Analyst  
Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308  
P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)



---

**From:** Sauders, Kelly (US - New York) [<mailto:ksauders@deloitte.com>]  
**Sent:** Wednesday, April 19, 2017 2:36 PM  
**To:** Cotto, Carmen <[Carmen.Cotto@ct.gov](mailto:Carmen.Cotto@ct.gov)>  
**Cc:** Roberts, Karen <[Karen.Roberts@ct.gov](mailto:Karen.Roberts@ct.gov)>  
**Subject:** RE: Agenda for call tomorrow per your request

Perfect – I just sent you an invitation with a dial-in.

Thank you!

---

**From:** Cotto, Carmen [<mailto:Carmen.Cotto@ct.gov>]  
**Sent:** Wednesday, April 19, 2017 2:27 PM  
**To:** Sauders, Kelly (US - New York) <[ksauders@deloitte.com](mailto:ksauders@deloitte.com)>  
**Cc:** Roberts, Karen <[Karen.Roberts@ct.gov](mailto:Karen.Roberts@ct.gov)>  
**Subject:** RE: Agenda for call tomorrow per your request

Hi Kelly,

The best date for us to meet will be next Wednesday, April 26th@10:30 am. Let us know if it works for you.

Thank you,

Carmen

Carmen Cotto, MBA  
Associate Health Care Analyst  
Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS#13HCA, P.O. Box 340308, Hartford, CT 06134  
P: (860) 418-7039 | F: (860) 418-7053 | E: [carmen.cotto@ct.gov](mailto:carmen.cotto@ct.gov)



[www.ct.gov/dph](http://www.ct.gov/dph)

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**From:** Sauders, Kelly (US - New York) [<mailto:ksauders@deloitte.com>]  
**Sent:** Monday, April 17, 2017 12:44 PM  
**To:** Roberts, Karen <[Karen.Roberts@ct.gov](mailto:Karen.Roberts@ct.gov)>  
**Cc:** Cotto, Carmen <[Carmen.Cotto@ct.gov](mailto:Carmen.Cotto@ct.gov)>  
**Subject:** Re: Agenda for call tomorrow per your request

Of course!! What might work for you?

On Apr 17, 2017, at 12:38 PM, Roberts, Karen <[Karen.Roberts@ct.gov](mailto:Karen.Roberts@ct.gov)> wrote:

Hi Kelly – we are not yet ready to talk to you about your items #3 and #4 and I think we'd like to prepare better for the conversation on item #1, in particular, before getting on the phone with you about it. Can we reschedule this for some time next week instead?

Karen

Sincerely,

*Karen Roberts*  
Principal Health Care Analyst  
Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308  
P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)

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**From:** Sauders, Kelly (US - New York) [<mailto:ksauders@deloitte.com>]  
**Sent:** Monday, April 17, 2017 11:26 AM  
**To:** Roberts, Karen <[Karen.Roberts@ct.gov](mailto:Karen.Roberts@ct.gov)>  
**Cc:** Cotto, Carmen <[Carmen.Cotto@ct.gov](mailto:Carmen.Cotto@ct.gov)>; Martone, Kim <[Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov)>  
**Subject:** RE: Agenda for call tomorrow per your request

Hi Karen and Carmen – here is a list of the questions I have/agenda I'd like to cover:

1. With respect to the article Carmen sent on March 24<sup>th</sup> re: Community Health Needs Assessment and Community Benefits, I wanted to further clarify what procedures you expect the Monitor to perform? Per 15-23022-CON Condition 11, D&T is performing some procedures relative to looking at the CHNA in comparison to Community Benefit and Community Building activities. As you likely know, there are far more needs identified in the CHNA and not all of those are funded each year. I wanted to discuss expectations and make sure that as the Monitor we are thinking about this requirement in the same manner as you/clarify your expectations.
2. With respect to meeting minutes (in general) from public forums – I wanted to clarify with you the level of detail expected/what you are comfortable seeing. In looking at other public forums, I realize the minutes from the community leaders meeting on 1/24 and the public forum (see example as condition 33d) may be more detailed. I am not sure that this level of detail is required or appropriate and wanted some feedback from you so that as the Monitor we handle this appropriately going forward.
3. I wanted to see if you have any questions or comments about the 6-month report submitted on April 7<sup>th</sup>
4. I wanted to see if you have any questions or comments relative to the Site Visit summary (conditions 16 and 18) that we submitted.

These are the areas I hoped we could cover. Just want to make sure we are handling these various areas in a way that is meeting OHCA's expectations as this is new for all of us.

Thanks,  
Kelly

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**From:** Roberts, Karen [<mailto:Karen.Roberts@ct.gov>]  
**Sent:** Monday, April 17, 2017 10:51 AM  
**To:** Sauders, Kelly (US - New York) <[ksauders@deloitte.com](mailto:ksauders@deloitte.com)>  
**Cc:** Cotto, Carmen <[Carmen.Cotto@ct.gov](mailto:Carmen.Cotto@ct.gov)>  
**Subject:** RE: Time for a short check-in call Friday or early next week?



Hi Kelly – can you send a brief outline of the conditions you'd like to discuss so we pull the wording for those conditions in advance? Thanks. Karen

Sincerely,

*Karen Roberts*

Principal Health Care Analyst  
Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-030  
P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)

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**From:** Sauders, Kelly (US - New York) [<mailto:ksauders@deloitte.com>]  
**Sent:** Thursday, April 13, 2017 4:36 PM  
**To:** Roberts, Karen <[Karen.Roberts@ct.gov](mailto:Karen.Roberts@ct.gov)>  
**Subject:** RE: Time for a short check-in call Friday or early next week?

Just sent an Outlook invitation for this time. Please confirm.

Thanks Karen!

---

**From:** Roberts, Karen [<mailto:Karen.Roberts@ct.gov>]  
**Sent:** Thursday, April 13, 2017 12:35 PM  
**To:** Sauders, Kelly (US - New York) <[ksauders@deloitte.com](mailto:ksauders@deloitte.com)>  
**Subject:** RE: Time for a short check-in call Friday or early next week?

Actually Kelly is from 10 – 10:30 on Tuesday, 4/18<sup>th</sup> okay? Both Carmen Cotto and I should be available at that time. Karen

Sincerely,

*Karen Roberts*

Principal Health Care Analyst  
Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308  
P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)

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**From:** Sauders, Kelly (US - New York) [<mailto:ksauders@deloitte.com>]  
**Sent:** Wednesday, April 12, 2017 4:37 PM  
**To:** Roberts, Karen <[Karen.Roberts@ct.gov](mailto:Karen.Roberts@ct.gov)>  
**Cc:** Martone, Kim <[Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov)>; Cotto, Carmen <[Carmen.Cotto@ct.gov](mailto:Carmen.Cotto@ct.gov)>  
**Subject:** RE: Time for a short check-in call Friday or early next week?

How is 1pm on Monday the 17<sup>th</sup>?

---

**From:** Roberts, Karen [<mailto:Karen.Roberts@ct.gov>]  
**Sent:** Wednesday, April 12, 2017 4:25 PM  
**To:** Sauders, Kelly (US - New York) <[ksauders@deloitte.com](mailto:ksauders@deloitte.com)>  
**Cc:** Martone, Kim <[Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov)>; Cotto, Carmen <[Carmen.Cotto@ct.gov](mailto:Carmen.Cotto@ct.gov)>  
**Subject:** RE: Time for a short check-in call Friday or early next week?

Hi Kelly – our offices are closed on Friday, April 14<sup>th</sup> but we may be available to talk to you on Monday afternoon (April 17<sup>th</sup>). Let me know what time might work for you. Karen

Sincerely,

*Karen Roberts*

Principal Health Care Analyst  
Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308  
P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)

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**From:** Sauders, Kelly (US - New York) [<mailto:ksauders@deloitte.com>]  
**Sent:** Wednesday, April 12, 2017 4:22 PM  
**To:** Martone, Kim <[Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov)>  
**Cc:** Roberts, Karen <[Karen.Roberts@ct.gov](mailto:Karen.Roberts@ct.gov)>  
**Subject:** RE: Time for a short check-in call Friday or early next week?

Hi Kim and Karen – hope all is well. I have a few minor questions I'd like to run by you relative to our ongoing Monitor work for YNHHSCL+M. Would you have time Friday morning or perhaps early next week for a 20 – 30 minute call? It's nothing urgent but just a few things I wanted to clarify.

Thanks,  
Kelly

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## User, OHCA

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**From:** Cotto, Carmen  
**Sent:** Thursday, May 18, 2017 4:34 PM  
**To:** 'ksauders@deloitte.com'  
**Cc:** Roberts, Karen; User, OHCA  
**Subject:** FW: Time sensitive question - YNHHSCL+M Monitor - 6 month report

**Importance:** High

To: Kelly J. Sauders, Partner  
Deloitte Advisory  
30 Rockefeller Plaza  
New York, NY 10112  
Office: 212 436 3180  
ksauders@deloitte.com

Hi Kelly,

Please see below, highlighted in yellow, our responses to your question in reference to Conditions 7, 8, 25, 32.f and 7.c, Docket Numbers 15-32033 and 15-32032.

As you could see, for some of them, we still need further clarification from the Applicants.

### **Conditions from 15-32033 (hospital level affiliation)**

7. ... YNHHSCL+M shall submit to OHCA a report on the capital investments (“Capital Investment Report”) it has made in L+M and its affiliates from the \$300M Commitment Amount... For purposes of this Order, semi-annual periods are October 1-March 31 and April 1 – September 30. The required information is due no later than two (2) months after the end of each semi-annual period. Due dates are May 31<sup>st</sup> and November 30<sup>th</sup>, beginning November 30, 2016. The reports shall be signed by L+MH’s or L+M’s Chief Financial Officer.  
**This report should include any and all capital investments YNHHSCL+M made in the L+M system, including out of state services/entities.**
8. ... YNHHSCL+M shall submit to OHCA a financial measurement report. This report shall be submitted on a semi-annual basis and show current month and year-to-date data and comparable prior year period data for L+MH and L+M. The required information is due no later than two (2) months after the end of each semi-annual period. Due dates are May 31<sup>st</sup> and November 30<sup>th</sup>, beginning November 30, 2016....  
**Would this information be able to be provided for both L+MH and L+M with two columns, one as a total (total L+MH and total L+M) and a column without any out of state locations (L+MH in Connecticut and L+M in Connecticut)**
25. L+M shall attain cost savings as a result of the affiliation with YNHHSCL+M as described in the CON application. **N/A in terms of the question.**

- 32.f. A detailed and comprehensive document showing a five-year plan (the “plan”) to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M’s integration with and adoption of YNHHS information technology systems and platforms, YNHHS’s supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M’s reduced cost of capital, and L+M’s participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include the following additional information in its annual report.
- i. Narrative updates on the progress of implementation of the plan. These updates shall include the status of integration activities and adoption by L+MH and L+M of YNHHS non-clinical shared services opportunities;  
**N/A – this is a general narrative about progress of implementation**
  - ii. A report identifying L+M and L+MH cost saving totals since the Closing Date ... YNHHS shall also file a narrative describing the specifics of the cost savings for each of these major expense categories;
  - iii. A completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA’s HRS Report 100 and Report 150 or successor reports; and
  - iv. For L+MH, a completed Hospital Operating Expenses by Expense Category and Department report. The format shall be consistent with that which is in use at the time of reporting in OHCA’s HRS Report 175 or successor report.  
**As with #8, would this information be able to be provided for both L+MH and L+M with two columns, one as a total (total L+MH and total L+M) and a column without any out of state locations (L+MH in Connecticut and L+M in Connecticut)/**

**Conditions from 15-32032 (physician level affiliation)**

- 7.c. A detailed and comprehensive document showing a five-year plan (the “plan”) to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M’s integration with and adoption of YNHHS information technology systems and platforms, YNHHS’s supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M’s reduced cost of capital, and L+M’s participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include a completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA’s HRS Report 100 and Report 150 or successor reports; and  
**Would this information be able to be provided for these providers, as a total and with just Connecticut service locations?**

Thanks,  
Carmen

Carmen Cotto, MBA  
Associate Health Care Analyst  
Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS#13HCA, P.O. Box 340308, Hartford, CT 06134  
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[www.ct.gov/dph](http://www.ct.gov/dph)

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**From:** Sauders, Kelly (US - New York) [<mailto:ksauders@deloitte.com>]  
**Sent:** Wednesday, May 17, 2017 9:37 AM  
**To:** Martone, Kim <[Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov)>; Roberts, Karen <[Karen.Roberts@ct.gov](mailto:Karen.Roberts@ct.gov)>; Cotto, Carmen <[Carmen.Cotto@ct.gov](mailto:Carmen.Cotto@ct.gov)>  
**Cc:** DeMerlis, Ryan John (US - Philadelphia) <[rdemerlis@DELOITTE.com](mailto:rdemerlis@DELOITTE.com)>; Mitchell, Kelly Rose (US - Boston) <[kellmitchell@deloitte.com](mailto:kellmitchell@deloitte.com)>  
**Subject:** RE: Time sensitive question - YNHHS/L+M Monitor - 6 month report  
**Importance:** High

Good morning Kim, Karen and Carmen-

In working with YNHHS to review their upcoming submissions, a question has come up.

Question: for reporting due from YNHHS on 5/31/2017 (the six month report elements represented, as appropriate, by 15-32033-CON Condition 32f, 15-32032-CON Condition 7c, 15-32033-CON Condition 25, 15-32033-CON Condition 8, 15-32033-CON Condition 7), does data reported for L+M and LMMG need only represent financial information **from services and entities residing in Connecticut?**

If you could please confirm by Thursday, 5/18, that would support YNHHS's completed progress on their May submission.

Thanks,  
Kelly

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## User, OHCA

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**From:** Capozzalo, Gayle <Gayle.Capozzalo@ynhh.org>  
**Sent:** Wednesday, May 31, 2017 2:51 PM  
**To:** User, OHCA  
**Cc:** 'ynhhscohcmonitor@deloitte.com'; Fiore, Denise; O'Connor, Christopher; PATEL, SHRADDHA; Petrini, Vincent; Tammaro, Vincent; Willcox, Jennifer; PERRONE, BRETT  
**Subject:** Docket #15-32033-CON and Docket #15-32032-CON  
**Attachments:** Condition 8 - Financial Measurements (053017) SENT TO OHCA 5-31-17).pdf; Conditions 7 and 32b - Investment Report (053017) SENT TO OHCA 5-31-17.pdf; Conditions 25 and 32f (i and ii) (and 7c of LMMG) - Savings Report (053117) SENT TO OHCA 5-31-17.pdf; Condition 32f (iii and iv) (and 7c of LMMG) - Financial Statements (053117) SENT TO OHCA 5-31-17.pdf; Conditions 18, 20, 24, 27-30, 32 (and 1, 5, 6, 7 of LMMG) - Management Affirmations (052417) SENT TO OHCA 5-31-17.pdf

Attached please find documents submitted to comply with Conditions of Docket #15-32033-CON: "Transfer of Ownership of Lawrence + Memorial Corporation to Yale New Haven Health Services Corporation" and Docket #15-32032-CON: "Transfer of Ownership of Group Practice by the Merger of L+M Physician Association into Northeast Medical Group" for the 6-month reporting period ending March 31, 2017.

In the first six months of the affiliation between L+M Corporation (L+M) and Yale New Haven Health System (YNHHS), L+M has seen a tremendous improvement in financial performance. Leading up to the affiliation, L+M experienced declining financial performance, culminating in a \$26 million loss in FY 2016. Because of the affiliation with YNHHS, L+M has benefited from numerous cost savings initiatives, clinical, strategy and operational investment, and efficiency process improvements. L+M is in a position to reduce its operating loss in FY 2017. This enhanced financial performance will support additional clinical investments in the region to produce greater depth and breadth of services to the people of Eastern Connecticut and Western Rhode Island.

The compliance documents attached address the following Conditions for Docket #15-32033-CON and Docket #15-32032-CON as noted:

- Condition 8 – Financial Measurement Report
- Conditions 7/32b – Investments Report
- Conditions 25, 32f (i and ii) (or 7c of Docket #15-32032-CON) – Savings Report
- Condition 32f (iii and iv) (or 7c of Docket #15-32032-CON) – Financial Statements
- Conditions 18/32a – Affirmation regarding retention of Services
- Conditions 20a/32c (or 1/7a of Docket #15-32032-CON) – Affirmation regarding Payer Contracts – Hospital
- Conditions 20b/32c (or 1 of Docket #15-32032-CON) – Affirmation regarding Payer Contracts – Foundation
- Conditions 27, 28, 29, 30, 32g (or 6 of Docket #15-32032-CON) – Affirmations regarding HR policies
- Conditions 24/32d (or 5/7b of Docket #15-32032-CON) – Affirmation regarding Physician Offices
- Condition 32e – Affirmation regarding Charity Care Policies

If you have any questions, please feel free to contact me.

Gayle

**Gayle Capozzalo**  
Executive VP / Chief Strategy Officer

789 Howard Avenue; 1059 CB  
New Haven, CT 06519



**Phone:** 203-688-2605

**Fax:** 203-688-3472

**Email:** [gayle.capozzalo@ynhh.org](mailto:gayle.capozzalo@ynhh.org)

**YaleNewHavenHealth**

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**Submitted to Comply with Docket # 15-32033-CON: Condition 8**

**Financial Measurements/Indicators  
Semi-Annual Period: 10/1/16 – 3/31/17**

OHCA Condition is as follows:

8. For 3 years following the Closing Date, YNHHS shall submit to OHCA a financial measurement report. This report shall be submitted on a semi-annual basis and show current month and year-to-date data and comparable prior year period data for L+MH and L+M. The required information is due no later than 2 months after the end of each semi-annual period. Due dates are May 31<sup>st</sup> and November 30<sup>th</sup>. The following financial measurements/indicators should be addressed in the report:

- A. Operating performance
  - 1. Operating margin
  - 2. Non-operating margin
  - 3. Total margin
- B. Liquidity
  - 1. Current ratio
  - 2. Days cash on hand
  - 3. Days in net accounts receivables
  - 4. Average payment period
- C. Leverage and capital structure
  - 1. Long-term debt to equity
  - 2. Long-term debt to capitalization
  - 3. Unrestricted cash to debt
  - 4. Times interest earned ratio
  - 5. Debt service coverage ratio
  - 6. Equity financing ratio
- D. Additional statistics
  - 1. Income from operations
  - 2. Revenue over/(under) expense
  - 3. Cash from operations
  - 4. Cash and cash equivalents
  - 5. Net working capital
  - 6. Free cash flow (and the elements used in the calculation)
  - 7. Unrestricted net assets/retained earnings
  - 8. Bad debt as % of gross revenue
  - 9. Credit ratings (S&P, Fitch, or Moody's)

## **Narrative for Condition 8**

L+M Corporation and Subsidiaries (L+M) is a healthcare system that provides a wide array of services throughout the region. The Corporation includes Lawrence + Memorial Hospital (L+MH), L&M Physician Association Inc., L&M Systems, Inc., VNA of Southeastern Connecticut, L+M Healthcare, L+M Indemnity Ltd, and LMW Healthcare Inc. (Westerly Hospital).

The Financial Measurements/Indicators Report has been submitted for L+M Corporation and for L+MH. Financial reporting and statistics included in this submission are based on mid-year information updated through March 31, 2017. All information is subject to audit.

As illustrated in the Financial Measurements/Indicators Report provided for the month ended March 31, 2017 and for the year-to-date periods ended March 31, 2017 and 2016, the affiliation of L+M with YNHHS has resulted in a positive financial outcome. A considerable number of the financial measurements / indicators for both the Corporation and L+MH have improved over the past six months since the affiliation. Specifically, total margin has turned profitable and income from operations has improved significantly. Additionally, it should be noted that these positive results for L+M were achieved while still including the operations of the Lawrence + Memorial Physician Association, which was not merged into the Northeast Medical Group (NEMG) until April 1, 2017.

# FINANCIAL MEASUREMENTS/INDICATORS REPORT FOR LAWRENCE + MEMORIAL HEALTHCARE\*

Docket # 15-32033-CON: Condition 8

Financial Measurement / Indicators	Month Ended 3/31/17	6 Months Ended 3/31/17	6 Months Ended 3/31/16
<b>A. Operating Performance</b>			
1. Operating Margin	2.58%	-2.28%	-5.80%
2. Non-Operating Margin	5.09%	3.60%	-0.44%
3. Total Margin	7.67%	1.32%	-6.24%
<b>B. Liquidity</b>			
1. Current Ratio	2.79	2.79	3.39
2. Days Cash on Hand	110	122	100
3. Days in Net Accounts Receivables	42.80	43.90	34.30
4. Average Payment Period	107.5	137.8	105.3
<b>C. Leverage and Capital Structure</b>			
1. Long-term Debt to Equity	37.85%	37.85%	92.34%
2. Long-term Debt to Capitalization	30.39%	30.39%	33.28%
3. Unrestricted Cash to Debt	20.65%	20.65%	12.68%
4. Times Interest Earned Ratio	13.1	2.7	(6.3)
5. Debt Service Coverage Ratio	3.73	3.73	2.88
6. Equity Financing Ratio	52.05%	52.05%	49.77%
<b>D. Additional Statistics</b>			
1. Income from Operations	\$ 1,024,286	\$ (5,129,280)	\$ (12,784,251)
2. Revenue Over/(Under) Expense	\$ 3,050,224	\$ 2,970,890	\$ (12,874,251)
3. Cash from Operations	N/A**	\$ (18,172,288)	\$ (7,664,586)
4. Cash and Cash Equivalents	\$ 133,944,619	\$ 133,944,619	\$ 161,585,579
5. Net Working Capital	\$ 142,315,958	\$ 142,315,958	\$ 161,397,929
6. Free Cash Flow (and the elements used in the calculation)	\$ 53,858,961	\$ 34,801,742	\$ 6,685,133
7. Unrestricted Net Assets/Retained Earnings	86.67%	86.67%	85.54%
8. Bad Debt as % of Gross Revenue	4.11%	3.76%	3.03%
9. Credit Ratings (S&P, Fitch or Moody's)	S&P BBB+/Developing	S&P BBB+/Developing	S&P BBB+/Developing

This data has been derived from internally generated (unaudited) financial statements that are prepared and presented, in all material aspects, in accordance with the annual audited financial statements.

\* The statistics presented above represent data for Lawrence + Memorial Corporation and Subsidiaries (L+M). L+M is a healthcare system that provides a wide array of services throughout the region, and includes: Lawrence + Memorial Hospital; L&M Physician Association, Inc.; L&M Systems, Inc.; VNA of Southeastern Connecticut; L+M Healthcare; L+M Indemnity Ltd; and LMW Healthcare Inc. (Westerly Hospital).

\*\* Current month Cash from Operations is not a statistic that can be calculated.

Reporting periods: 10/1/16-3/31/17; 4/1/17-9/30/17; 10/1/17-3/31/18; 4/1/18-9/30/18; 10/1/18-3/31/19; 4/1/19-9/30/19  
Report due to OHCA 5/31 and 11/30 each year. Due internally to Regulatory 30 days before.

# FINANCIAL MEASUREMENTS/INDICATORS REPORT FOR LAWRENCE + MEMORIAL HOSPITAL \*

Docket # 15-32033-CON: Condition 8

Financial Measurement / Indicators	Month Ended 3/31/17	6 Months Ended 3/31/17	6 Months Ended 3/31/16
<b>A. Operating Performance</b>			
1. Operating Margin	8.48%	3.69%	0.29%
2. Non-Operating Margin	3.70%	1.89%	-0.72%
3. Total Margin	12.19%	5.58%	-0.43%
<b>B. Liquidity</b>			
1. Current Ratio	2.27	2.27	2.85
2. Days Cash on Hand	133	130	102
3. Days in Net Accounts Receivables	42.80	45.70	45.90
4. Average Payment Period	117.6	140.9	106.5
<b>C. Leverage and Capital Structure</b>			
1. Long-term Debt to Equity	85.81%	85.81%	87.52%
2. Long-term Debt to Capitalization	52.79%	52.79%	52.81%
3. Unrestricted Cash to Debt	8.06%	8.06%	2.32%
4. Times Interest Earned Ratio	16.0	6.7	1.3
5. Debt Service Coverage Ratio	3.75	3.75	2.90
6. Equity Financing Ratio	31.55%	31.55%	35.42%
<b>D. Additional Statistics</b>			
1. Income from Operations	\$ 2,630,529	\$ 6,538,000	\$ 509,035
2. Revenue Over/(Under) Expense	\$ 3,779,199	\$ 9,881,893	\$ (752,622)
3. Cash from Operations	N/A**	\$ 5,386,211	N/A**
4. Cash and Cash Equivalents	\$ 76,225,892	\$ 76,225,892	\$ 94,320,873
5. Net Working Capital	\$ 83,974,005	\$ 83,974,005	\$ 96,363,918
6. Free Cash Flow (and the elements used in the calculation)	\$ 88,067,276	\$ 79,064,668	N/A**
7. Unrestricted Net Assets/Retained Earnings	76.72%	76.72%	78.21%
8. Bad Debt as % of Gross Revenue	4.53%	4.05%	2.91%
9. Credit Ratings (S&P, Fitch or Moody's)	S&P BBB+/Developing	S&P BBB+/Developing	S&P BBB+/Developing

This data has been derived from internally generated (unaudited) financial statements that are prepared and presented, in all material aspects, in accordance with the annual audited financial statements.

\* The statistics presented above represent data for Lawrence + Memorial Hospital only.

\*\* Current month Cash from Operations is not a statistic that can be calculated. Data for 6 months ended 3/31/16 is not available because it was not L+M's practice to prepare a stand-alone balance sheet for the Hospital except at year-end during the audit process.

Reporting periods: 10/1/16-3/31/17; 4/1/17-9/30/17; 10/1/17-3/31/18; 4/1/18-9/30/18; 10/1/18-3/31/19; 4/1/19-9/30/19

Report due to OHCA 5/31 and 11/30 each year. Due internally to Regulatory 30 days before.

**Submitted to Comply with Docket # 15-32033-CON: Conditions 25, 32f(i), and 32f(ii) and Docket # 15-32032-CON: Condition 7c**

**Synergy Savings Report  
Semi-Annual Period: 10/1/16 – 3/31/17**

OHCA Conditions are as follows for Docket # 15-32033-CON:

25. L+M shall attain cost savings as a result of the affiliation with YNHHS as described in the CON application.

32f(i). L+M and YNHHS shall provide a narrative update on the progress of the implementation of the five-year plan to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives.

32f(ii). L+M and YNHHS shall provide a report identifying L+M and L+MH cost savings totals since the Closing Date for the following Operating Expense Categories: Salaries and Wages, Fringe Benefits, Contractual Labor Fees, Medical Supplies and Pharmaceutical Costs, Depreciation and Amortization, Interest Expense, Malpractice Expense, Utilities, Business Expenses and Other Operating Expenses. The categories shall be consistent with the major operating expense categories (Categories A, B, C, D, E, F, G, H, I, J, and K) that are in use at the time of reporting in the OHCA Hospital Reporting System ("HRS") Report 175 or successor report. YNHHS shall also file a narrative describing the specifics of the cost savings for each of these expense categories.

OHCA Condition is as follows for Docket # 15-32032-CON:

7c. YNHHS and L+M shall submit a detailed and comprehensive document showing the five-year-plan to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices cross LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include a completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports.



**Narrative for Docket # 15-32033-CON: Conditions 25, 32f(i), and 32f(ii) and Docket # 15-32032-CON: Condition 7c**

As outlined in the CON document for Docket # 15-32033-CON, L+M and YNHHS anticipated extensive cost savings as a result of the affiliation stemming from supply chain discounts and efficiencies, and economies of scale related to IT, finance, insurance, equipment, supplies, and other administrative services.

In the March 7, 2017 filing with OHCA, L+M and YNHHS projected \$4,138,484 in savings for FY 2017, which translates to a six month saving estimate of \$2,069,242. Actual cost savings achieved in the first six months of FY 2017 are provided in the table below according to the major expense categories outlined by OHCA and Report 175.

Categories	Projected Savings for the Period*	Actual Savings for the Period*	Variance
Wages	\$800,700	\$1,103,133	\$302,433
Fringe Benefits	\$141,840	\$330,536	\$188,696
Contractual Labor Fees	-	-	-
Medical Supplies and Pharmaceuticals	\$670,000	\$679,868	\$9,868
Depreciation/Amortization	-	-	-
Interest Expense	-	-	-
Malpractice Expense	-	-	-
Utilities	-	\$157,054	\$157,054
Business Expense	\$456,702	\$805,446	\$348,745
Other Operating Expense	-	-	-
<b>Total Synergies</b>	<b>\$2,069,242</b>	<b>\$3,076,037</b>	<b>\$1,006,795</b>

\*note: semi-annual reporting period: 10/1/16 – 3/31/17

L+M's actual savings have surpassed those projected for the first six months of FY 2017 by over \$1 million. Actual savings exceeded projected in every major expense category where savings were anticipated. Below includes a brief narrative for the relevant major expense categories with additional detail provided in the Tables that follow.

*1. Wages and Fringe Benefits*

Corporate services integration in IT, finance, and other administrative areas were anticipated to be the primary driver of savings in the wages and fringe benefit expense category.

Through 3/31/17, savings in these areas have been lower than expected due to slower than anticipated integration in some areas, and post-affiliation operational decisions to maintain, in-house, select business units. However, in the first six months of FY 2017, L+M was able to exceed projected savings in wages and fringe benefits overall by nearly \$500,000 through savings in other areas. Management of vacancies and attrition to achieve efficiencies was a key focus for L+M and OHCA, as outlined in the Conditions in the Agreed Settlement. A YNHHS vacancy review process and management program newly instituted at L+M has resulted in significant savings for L+MH. LMMG also experienced savings through provider attrition.

2. *Medical and Supplies Expense*

Actual savings within the medical supplies and pharmaceutical expense category were in-line with those projected. As anticipated, much of the savings were due to L+M becoming part of the system-wide group purchasing organization (GPO) since the affiliation and receiving reduced pricing under system contracts. The impact was experienced in a number of areas including surgical services, pharmacy, ancillary services, and cardiology/interventional radiology. L+M was also able to save on medical equipment service contracts through system pricing.

3. *Utilities*

Although unanticipated, L+M achieved energy savings since coming into the YNHHS system by renewing its utilities contract to reduce spending on electricity.

4. *Business Expense*

Within the business expense category, L+M and YNHHS anticipated savings as a result of reduced consulting fees and expenses from outside purchases services. Since the affiliation, L+M has been able to use system resources and save in these areas through a reduction in outside legal contract services, marketing agency services, and physician recruitment agency services. In addition, other opportunities have emerged and L+M has experienced savings due to a reduction in travel expenses by personnel; GPO pricing in IT, non-clinical functions, and facilities; better insurance and treasury options that reduced cost, yet improved coverage; and reduced bank fees through adoption of system bank fee arrangements.

L+M and YNHHS continue to explore opportunities for additional savings in the above major expense categories and other areas.

**Lawrence + Memorial Healthcare (including L+M Hospital and LMMG)**  
**Synergy Savings Report and Summary**

Docket #15-32033-CON: Condition 25, 32f(i), and 32f(ii) and Docket #15-32032: Condition 7c  
**Semi-Annual Reporting Period: 10/1/16 - 3/31/17**

Categories	Projected Savings for Period*	Actual Savings for Period*	Variance
Wages	\$800,700	\$1,103,133	\$302,433
Fringe Benefits	\$141,840	\$330,536	\$188,696
Contractual Labor Fees	\$0	\$0	\$0
Medical Supplies and Pharmaceuticals	\$670,000	\$679,868	\$9,868
Depreciation/Amortization	\$0	\$0	\$0
Interest Expense	\$0	\$0	\$0
Malpractice Expense	\$0	\$0	\$0
Utilities	\$0	\$157,054	\$157,054
Business Expense	\$456,702	\$805,446	\$348,745
Other Operating Expense	\$0	\$0	\$0
<b>Total Synergies</b>	<b>\$2,069,242</b>	<b>\$3,076,037</b>	<b>\$1,006,795</b>

**Semi-Annual** reporting periods: 10/1/16-3/31/17; 4/1/17-9/30/17; 10/1/17-3/31/18; 4/1/18-9/30/18. **Annual** reporting periods: 10/1/18-9/30/19; 10/1/19-9/30/20; 10/1/20-9/30/21

Summary page due to OHCA with detailed narrative 60 days following reporting period. Due to Regulatory 30 days prior.


\*Although projected summary showing plans annually, 6-month projections are required when reporting through 9/30/18.

**Lawrence + Memorial Healthcare (Including L+M Hospital and LMMG)**  
**Detailed Narrative Update on the Implementation Progress of the Synergy Savings Plan**  
**Docket #15-32033-CON: Condition 25, 32f(i), and 32f(ii) and Docket #15-32032: Condition 7c**  
**Semi-Annual Reporting Period: 10/1/16 - 3/31/17**

COST SAVINGS INVESTMENT	DESCRIPTION OF AND RATIONALE FOR PROJECT	SAVINGS AMOUNT	APPLICABLE EXPENSE CATEGORY
<b>Supply Chain / Information Technology Services (ITS) Savings</b>			
Supply Chain Savings (including ITS)	Since the affiliation, L+M has become part of the system-wide GPO (group purchasing organization) and began receiving more optimal pricing under the YNHHS contracts or through combined volume tiers. Supply chain savings were experienced in a number of areas including ITS, surgical services, pharmacy, ancillary services, and cardiology/interventional radiology. L+M was also able to achieve savings on medical equipment service contracts through system pricing.	\$895,853	Medical and Supplies Expense and Business Expense
<b>Clinical and Business Practices Integration Across LMC/YNHHS and LMMG/NEMG</b>			
Labor - Attrition, Integration Synergies, and Vacancy Management	To increase savings, FTEs that remained open during the entire prior 12 month period were not filled - the goal being to accomplish labor savings without impacting currently employed staff. LMMG also achieved savings through provider attrition. In addition, a number of positions within Corporate Services were realigned to better employ existing staff and capabilities across the company while aligning functions and removing redundancies. Also, after the affiliation, the standard practice of "Vacancy Review" employed at YNHHS (i.e., review by a committee of senior HR and operational leadership of all vacant positions before posting for hire) was implemented at L+M. This process enabled L+M to successfully redesign and better manage the staffing and types of labor in various areas to achieve savings without impacting currently employed staff.	\$1,433,668	Wages and Fringe Benefits
Legal Services	As part of the affiliation, YNHHS was able to absorb work previously completed by outside legal firms for both L+M and LMMG utilizing the YNHHS in-house legal team. This resulted in costs savings for L+M.	\$281,239	Business Expense
Banking, Insurance, Treasury Services	As a result of the affiliation, L+M was able to use YNHHS's existing banking, insurance, and treasury options to negotiate better arrangements that combined to improve coverage, reduce costs and increase operational efficiency.	\$207,545	Business Expense
Marketing Services	Prior to the affiliation, L+MH used the services of an outside creative agency for advertising and marketing services. Since the affiliation, this work has been incorporated into work already being completed at the YNHHS system level.	\$38,396	Business Expense
Travel Expense	An initiative at L+M to create more visibility and to target reduction of traveling expense incurred by personnel resulted in decreases in cost.	\$52,738	Business Expense
Provider Recruitment Expense	As part of the affiliation with NEMG, LMMG was able to reduce contractual service expenses used for provider recruitment.	\$9,544	Business Expense

**Lawrence + Memorial Healthcare (Including L+M Hospital and LMMG)**  
**Detailed Narrative Update on the Implementation Progress of the Synergy Savings Plan**  
**Docket #15-32033-CON: Condition 25, 32f(i), and 32f(ii) and Docket #15-32032: Condition 7c**  
**Semi-Annual Reporting Period: 10/1/16 - 3/31/17**

COST SAVINGS INVESTMENT	DESCRIPTION OF AND RATIONALE FOR PROJECT	SAVINGS AMOUNT	APPLICABLE EXPENSE CATEGORY
<b>Reduced Cost of Capital</b>			
n/a	There were no savings from reduced cost of capital in the first six months of FY 2017. L+M is currently executing in this area against the plan.	n/a	
<b>Population Health Initiatives</b>			
n/a	There were no savings from population health initiatives in the first six months of FY 2017. L+M is currently executing in this area against the plan.	n/a	
<b>Other</b>			
Energy Savings	Since coming into the YNHHS, L+M renewed contract negotiations for utility services resulted in reduced expenditures on electricity.	\$157,054	Utilites
	<b>TOTAL</b>	<b>\$3,076,037</b>	

SIGNATURE:   
 Vincent Tamaro, Exec VP & Chief Financial Officer, YNHHS and Chief Financial Officer, YNHHS

Semi-Annual reporting periods: 10/1/16-3/31/17; 4/1/17-9/30/17; 10/1/17-3/31/18; 4/1/18-9/30/18. Annual reporting periods: 10/1/18-9/30/19; 10/1/19-9/30/20; 10/1/20-9/30/21

Detailed narrative due to OHCA with summary page 60 days following reporting period. Due to Regulatory 30 days prior.

**Submitted to Comply with Affirmations in Docket # 15-32033-CON and  
Docket # 15-32032-CON**

**Affirmations  
Semi-Annual Period: 10/1/16 – 3/31/17**

OHCA Conditions are as follows:

Docket # 15-32033 Condition 20a/20b/32c  Docket # 15-32032 Condition 1/7a	L+MH and LMMG commercial health plan contracts in place as of the Closing are/were maintained through the remainder of their terms, and any new contracts are consistent with the commitments of paragraphs 20, 21 and 22 of the Agreed Settlement.
Docket # 15-32033 Condition 32e	L+M has adopted the YNHHSF Financial Assistance Program Policies currently in effect as of the date hereof, and that such Policies, if amended, provide assistance to patients that is at least as generous as the YNHHSF Financial Assistance Program Policies currently in effect as of the date hereof.
Docket # 15-32033 Condition 18/32a	L+M shall continue to maintain emergency room services, inpatient general medicine services, cardiology services (including emergency and elective PCI), inpatient obstetrics/gynecology services, inpatient behavioral health services, critical care unit services, and oncology services, which such services shall assure patient affordability and adhere to standards of care, quality, and accessibility and reflect local community need.  All L+MH services have been continued as required by the terms of the Agreed Settlement.
Docket # 15-32033 Condition 24/32d  Docket # 15-32032 Condition 5/7b	No L+M physician office has been converted to hospital-based status.
Docket # 15-32033 Condition 32g	All labor and employment commitments described in the Agreed Settlement continue to be satisfied.
Docket # 15-32033 Condition 27	L+M shall continue to recognize all collective bargaining units currently organized at an L+M affiliate, and honor the collective bargaining agreements currently in place.
Docket # 15-32033 Condition 28  Docket # 15-32032 Condition 6	Employees of any L+M affiliate shall not be required to reapply for their positions as a result of the affiliation. To the extent that any L+M employees leave their employment at L+M service sites within ninety days following the Closing Date and obtain employment with a YNHHSF affiliate, such employees' seniority shall be preserved (e.g., eligibility for benefits consistent with total years of service).
Docket # 15-32033 Condition 29	L+MH shall maintain its current wage and salary structures for its non-bargaining or non-represented employees based on hospitals of similar scope, size and market conditions in Connecticut.
Docket # 15-32033 Condition 30	L+M and YNHHSF shall use their best efforts to achieve efficiencies through the management of vacancies and attrition and to minimize the elimination of individuals' jobs.



**AFFIRMATION OF COMPLIANCE  
WITH L+M AFFILIATION AGREED SETTLEMENT CONDITIONS**

**Docket No. 15-32033-CON, L+M Corporation and Yale New Haven Health Services Corp.**

**Docket No. 15-32032-CON, Northeast Medical Group and L&M Physicians Association**

**COMPLIANCE PERIOD: October 1, 2016 to March 31, 2017**

I, Vincent Tammaro, Executive Vice President and Chief Financial Officer of Yale New Haven Health System, hereby certify that, based on my knowledge and belief, Yale New Haven Health Services Corporation (YNHHSC), Northeast Medical Group, Inc. (NEMG), L+M Corporation (L+M), Lawrence + Memorial Hospital (L+MH) and L&M Physician Association, Inc. (LMMG) have complied with the conditions of the Agreed Settlement as set forth below, effective September 8, 2016 and throughout the course of the Compliance Period described above.

<input checked="" type="checkbox"/>	Docket # 15-32033 Condition 20a/20b/32c  Docket # 15-32032 Condition 1/7a	L+MH and LMMG commercial health plan contracts in place as of the Closing are/were maintained through the remainder of their terms, and any new contracts are consistent with the commitments of paragraphs 20, 21 and 22 of the Agreed Settlement.
<input checked="" type="checkbox"/>	Docket # 15-32033 Condition 32e	L+M has adopted the YNHHSC Financial Assistance Program Policies currently in effect as of the date hereof, and that such Policies, if amended, provide assistance to patients that is at least as generous as the YNHHSC Financial Assistance Program Policies currently in effect as of the date hereof.

Signature: *Vincent Tammaro* Date: 5/25/17

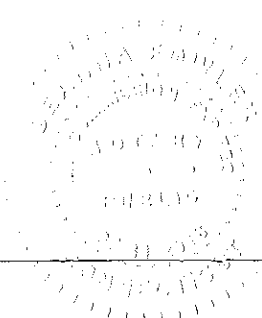
Subscribed and sworn to before me on 5-25-2017

Signature of Notary Public *Deanna Fowler*

Deanna Fowler  
Printed Name of Notary Public

Date Commission Expires 7-31-2018

Deanna Fowler  
Notary Public-Connecticut  
My Commission Expires  
July 31, 2018



**AFFIRMATION OF COMPLIANCE  
WITH L+M AFFILIATION AGREED SETTLEMENT CONDITIONS**

**Docket No. 15-32033-CON, L+M Corporation and Yale New Haven Health Services Corp.**

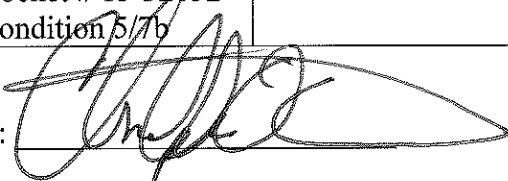
**Docket No. 15-32032-CON, Northeast Medical Group and L&M Physicians Association**

**COMPLIANCE PERIOD: October 1, 2016 to March 31, 2017**

I, Christopher O'Connor, Executive Vice President and Chief Operating Officer, Yale New Haven Health System, hereby certify that, based on my knowledge and belief, Yale New Haven Health Services Corporation (YNHHSC), Northeast Medical Group, Inc. (NEMG), L+M Corporation (L+M), Lawrence + Memorial Hospital (L+MH) and L&M Physician Association, Inc. (LMMG) have complied with the conditions of the Agreed Settlement as set forth below, effective September 8, 2016 and throughout the course of the Compliance Period described above.

<input checked="" type="checkbox"/>	Docket # 15-32033 Condition 18/32a	L+M shall continue to maintain emergency room services, inpatient general medicine services, cardiology services (including emergency and elective PCI), inpatient obstetrics/gynecology services, inpatient behavioral health services, critical care unit services, and oncology services, which such services shall assure patient affordability and adhere to standards of care, quality, and accessibility and reflect local community need.  All L+MH services have been continued as required by the terms of the Agreed Settlement.
<input checked="" type="checkbox"/>	Docket # 15-32033 Condition 24/32d  Docket # 15-32032 Condition 5/7b	No L+M physician office has been converted to hospital-based status.

Signature:



Date: May 25, 2017

Christopher M. O'Connor

Subscribed and sworn to before me on

May 25, 2017

Signature of Notary Public



Printed Name of Notary Public

Lynne R LaRock

Date Commission Expires

July 31, 2017

**AFFIRMATION OF COMPLIANCE  
WITH L+M AFFILIATION AGREED SETTLEMENT CONDITIONS**

**Docket No. 15-32033-CON, L+M Corporation and Yale New Haven Health Services Corp.**

**Docket No. 15-32032-CON, Northeast Medical Group and L&M Physicians Association**

**COMPLIANCE PERIOD: October 1, 2016 to March 31, 2017**

I, Kevin Myatt, Senior Vice President, Chief Human Resources Officer, Yale-New Haven Health System, hereby certify that, based on my knowledge and belief, Yale New Haven Health Services Corporation (YNHHSC), Northeast Medical Group, Inc. (NEMG), L+M Corporation (L+M), Lawrence + Memorial Hospital (L+MH) and L&M Physician Association, Inc. (LMMG) have complied with the conditions of the Agreed Settlement as set forth below, effective September 8, 2016 and throughout the course of the Compliance Period described above.

<input checked="" type="checkbox"/>	Docket # 15-32033 Condition 32g	All labor and employment commitments described in the Agreed Settlement continue to be satisfied.
<input checked="" type="checkbox"/>	Docket # 15-32033 Condition 27	L+M shall continue to recognize all collective bargaining units currently organized at an L+M affiliate, and honor the collective bargaining agreements currently in place.
<input checked="" type="checkbox"/>	Docket # 15-32033 Condition 28  Docket # 15-32032 Condition 6	Employees of any L+M affiliate shall not be required to reapply for their positions as a result of the affiliation. To the extent that any L+M employees leave their employment at L+M service sites within ninety days following the Closing Date and obtain employment with a YNHHSC affiliate, such employees' seniority shall be preserved (e.g., eligibility for benefits consistent with total years of service).
<input checked="" type="checkbox"/>	Docket # 15-32033 Condition 29	L+MH shall maintain its current wage and salary structures for its non-bargaining or non-represented employees based on hospitals of similar scope, size and market conditions in Connecticut.
<input checked="" type="checkbox"/>	Docket # 15-32033 Condition 30	L+M and YNHHSC shall use their best efforts to achieve efficiencies through the management of vacancies and attrition and to minimize the elimination of individuals' jobs.

Signature: *[Handwritten Signature]*

Date: 5-25-2017

Subscribed and sworn to before me on 5-25-2017

Signature of Notary Public *Deanna Fowler*

Deanna Fowler  
Printed Name of Notary Public

Date Commission Expires 7-31-2017



Deanna Fowler  
Notary Public-Connecticut  
My Commission Expires  
July 31, 2018

**Submitted to Comply with Docket # 15-32033-CON: Conditions 7 and 32b**

**Investment Report  
Semi-Annual Period: 10/1/16 – 3/31/17**

OHCA Conditions are as follows:

7. Within 180 days following the Closing Date and thereafter until the capital commitment is satisfied, YNHHSC shall submit to OHCA a report on the capital investments it has made in L+M and its affiliates from the \$300M commitment amount. The investment report shall include the following in a format to be agreed upon:

- a. A list of the capital expenditures that have been made in the prior 180 days with descriptions of each associated project; and
- b. An explanation of why each expenditure was made and a timeframe for the roll out of the associated capital project (including estimated beginning, ending and startup/operation dates); and
- c. The funding source of the capital investment indicating whether it was drawn from operating revenue, capital contributions from YNHHSC or another source and, if funding was drawn from another source, indicating the source.

32b. L+M and YNHHSC shall provide a narrative description of the achievement of the strategic plan components to retain and enhance healthcare services in the communities served by L+M, including with respect to physician recruitment and resource commitments for clinical service programming, whether the commitments described in the Affiliation Agreement were achieved, as well as the purposes, dates and amounts for which expenditures were made.

## **Narrative for Conditions 7 and 32b**

L+M and YNHHS have pledged to make total commitments of \$300 million in eastern Connecticut and western Rhode Island over 5 years. Anticipated resource commitments highlighted in the L+M/YNHHS Affiliation Agreement and strategic plan submitted to OHCA in January 2017 included investments in: primary care clinical services, specialty clinical services, ambulatory services, post-acute services, infrastructure within L+M facilities, information technology, population health, branding, operational improvements, and community need/community building. In the first six months of FY 2017, L+M and YNHHS have made or committed-to investments totaling \$23,678,984 across these categories. Below includes a brief narrative for each strategic investment area with additional detail provided in the Tables that follow.

### *1. Primary Care Clinical Services*

Recruitment of primary care providers is a priority for L+M to ensure adequate access and meet demand. A number of providers have been recruited in the first six months of FY 2017, with start dates after 3/31/17.

### *2. Specialty Clinical Services*

L+M and YNHHS have made a solid commitment to enhance clinical services in the communities served by L+M to increase quality and improve access. The strategic plan highlighted a number of specialty areas that are a recruitment focus for L+M. In the first six months of FY 2017, L+M and YNHHS expanded clinical services in neurosurgery, spine surgery, oncology, and psychiatry, all areas required per the strategic plan, and noted in the Affiliation Agreement. In addition, providers were added in general surgery, cardiology, obstetrics, and crisis intervention.

### *3. Ambulatory Services*

There were no investments in ambulatory services in the first six months of FY 2017. L+M is currently executing in this area against the plan.

### *4. Post-Acute Services*

There were no investments in post-acute services in the first six months of FY 2017. L+M is currently executing in this area against the plan.

### *5. Infrastructure within L+M Facilities*

The affiliation with YNHHS has allowed L+M to undertake much-needed facilities and infrastructure projects that were delayed due to the financial pressures experienced at L+MH, L+MMG, and Westerly Hospital and the need to preserve liquidity and conserve cash. With a stronger financial foothold resulting from the affiliation, L+M has been able to move forward with several delayed projects including purchase of new beds, security systems, HVAC renovations, and other minor and major facility improvements.

### *6. Information Technology*

The build and implementation of the Epic EMR system throughout L+M facilities has been a major investment for L+M to improve quality of care, increase access to patient data, and



increase coordination of systems (e.g., supply chain, finance, HR) to effectively manage operations. In addition to Epic, capital has also been expended on access control initiatives for enhanced employee and patient safety, interfaces, and radiology systems.

7. *Population Health*

Population health infrastructure and development of risk-contracting capabilities were key investments outlined in the strategic plan and Affiliation Agreement. Work is in-process to improve physician engagement and initiate clinical practice guidelines.

8. *Branding*

YNHHS has committed to rebranding L+M and its entities to enhance the identity of the organizations with Yale New Haven Health. A considerable investment has been made in website design to better connect patients across the system and improve communication regarding services/physicians and locations. Advertising the affiliation through print, digital, and radio ads has enhanced communication to patients and physicians regarding the health care resources available in the eastern Connecticut and western Rhode Island regions. In addition, signage has been updated with new logos that better reflect the affiliation.

9. *Operational Improvements*

L+M and YNHHS have undertaken a number of operational improvement initiatives in structures and processes in an effort to effectively provide high-quality, safe patient care. Such investments include:

Clinical Technologies

L+M has committed to enhancing and improving the quality of care provided to L+M patients. The latest technology including tomosynthesis units for breast cancer early detection is planned for five L+M sites. Also, the L+M Cancer Center in Waterford, CT has renovated its pharmacy to adhere to current and upcoming regulatory requirements and ensure the safety of patients. Other clinical investments included new equipment in radiology, anesthesia, and inpatient units.

Other

Since the affiliation, YNHHS personnel in corporate services departments (e.g., internal consulting group, IT, finance) have spent a significant amount of time and effort integrating L+M with YNHHS and identifying and achieving savings, standardizing processes, implementing process improvement initiatives, and merging systems. This work was imperative to achieve the savings and complete the resource investments to-date.

10. *Community Need/Community Building*

L+MH has enhanced its investment in community needs/community building initiatives focusing on the priorities identified in the most recent community health needs assessment (CHNA). There are two new projects underway. In accordance with the strategic plan, the first addresses behavioral health and substance use abuse whereby L+MH is funding certification programs for local recovery providers so they may be educated on and meet national standards for quality and safety. The second investment addresses social

determinants of health in the City of New London. Proposed interventions to address social determinants will be generated for two distressed communities leveraging residents' input.

L+M and YNHHS continue to make progress towards achieving the commitments outlined in the Affiliation Agreement and strategic plan.

**SUMMARY of Resource Commitment and Strategic Plan Accomplishments: Docket # 15-32033-CON, Condition 7/32b**

Resource Commitment Summary Made to Strategic Investments		Expenditure Amounts						Total
		10/1/16- 3/31/17	4/1/17- 9/30/17	10/1/17- 3/31/18	4/1/18- 9/30/18	10/1/18- 3/31/19	4/1/19- 9/30/19	
<b>1. Primary Care Clinical Services:</b> Expansion of primary care network focusing on geriatric, general internal medicine, including the recruitment of 8 primary care physicians in Eastern CT. The primary care sites will ensure primary care availability as the population ages and physicians retire. Many sites will be established as medical neighborhoods, allowing easy access to part-time and full-time specialists.	Eastern CT	\$0					\$0	
	Western RI	\$0					\$0	
<b>2. Specialty Clinical Services:</b> Increased access to specialists within Eastern CT, including pediatrics; multi-disciplinary muscular-skeletal services, including orthopedics, neurosurgery, spine, physiatry; behavioral health, including psychiatrists, psychologists, etc.; vascular and cardiac services; enhanced obstetrics and maternal fetal medicine; expanded oncology services; neuromuscular and stroke programs; endocrinology/thyroid services; general surgery and specialized internal medicine. These part-time and full-time specialty services will be increased, taking advantage of primary care referrals and using technology to ensure access throughout the region. In addition, telestroke, tele-ICU and tele-ED coverage will be continued at L+M.	Eastern CT	\$1,625,688					\$1,625,688	
	Western RI	\$0					\$0	
<b>3. Ambulatory Services:</b> Expansion of laboratory, diagnostic, urgent care, ambulatory surgery centers to enhance access to ancillary services in the region.	Eastern CT	\$0					\$0	
	Western RI	\$0					\$0	
<b>4. Post Acute Services:</b> Creation of an integrated network of post-acute services to manage care across the continuum in order to reduce the total cost of care for community residents.	Eastern CT	\$0					\$0	
	Western RI	\$0					\$0	
<b>5. Infrastructure within LMHC Facilities:</b> Renovations and infrastructure repair to hospital.	Eastern CT	\$874,585					\$874,585	
	Western RI	\$1,086,849					\$1,086,849	



**SUMMARY of Resource Commitment and Strategic Plan Accomplishments: Docket # 15-32033-CON, Condition 7/32b**

Resource Commitment Summary Made to Strategic Investments		Expenditure Amounts						Total
		10/1/16-3/31/17	4/1/17-9/30/17	10/1/17-3/31/18	4/1/18-9/30/18	10/1/18-3/31/19	4/1/19-9/30/19	
<b>6. Information Technology:</b> Investment in Epic throughout L+M facilities, LMMG and independent physicians. In addition, the business systems will be replaced and fully integrated with Yale New Haven Health. Telehealth services will help reduce travel to YNHH.	Eastern CT	\$9,934,718						\$9,934,718
	Western RI	\$1,569,119						\$1,569,119
<b>7. Population Health:</b> Development of risk contracting capabilities and participation in the YNHHS Population Health infrastructure and Clinically Integrated Network.	Eastern CT	\$204,896						\$204,896
	Western RI	\$44,408						\$44,408
<b>8. Branding:</b> Re-branding of all facilities and services as Yale New Haven Health to enhance the identity of the organizations with Yale New Haven Health.	Eastern CT	\$412,301						\$412,301
	Western RI	\$412,301						\$412,301
<b>9. Operational Improvements:</b> Operational improvements in structures and processes to effectively provide high quality, safe patient care.	Eastern CT	\$5,433,462						\$5,433,462
	Western RI	\$2,025,759						\$2,025,759
<b>10. Community Need / Community Building:</b> Community health needs focused on improved services to support mental well-being and reduce substance abuse (opioid use and anxiety/depression); support and nurture healthy life styles specifically reducing contributing factors to diabetes; ensure access to care, particularly pre-natal care and related birth outcomes and access to care for low-income population to address socio-economic factors that have the greatest impact on the health and well-being of the communities.	Eastern CT	\$54,898						\$54,898
	Western RI	\$0						\$0
<b>TOTAL</b>		<b>\$23,678,984</b>						<b>\$23,678,984</b>

SIGNATURE:   
Vincent Tammaro, Exec VP & Chief Financial Officer, YNHHS and Chief Financial Officer, YNHH

Expenditures at Lawrence Memorial Hospital and LMMG are categorized as "Eastern CT". Expenditures at Westerly Hospital comprise "Western RI".

Summary due to OHCA with detailed narrative semi-annually 60 days following 3/31/17; 9/30/17; 3/31/18; 9/30/18; 3/31/19; 9/30/19 (3 years) and annually until end of FY 2021 (9/30/21)

Due internally to Regulatory 30 days prior to OHCA due date.



DETAILED Strategic Plan Accomplishments and Resource Investment Narrative: Docket # 15-32033-CON, Condition 7/32b

Semi-Annual Reporting Period: 10/1/16 - 3/31/17

NAME OF PROJECT	DESCRIPTION OF AND RATIONALE FOR PROJECT	EXPENDITURE AMOUNT (Total - All Sites)	ROLLOUT OF EXPENSES			EXPECTED FUNDING SOURCE*	L+MH	Westerly	LMMG
			Est. Beg. Date	Est. End Date	Est. Startup Date				
<b>Primary Care Clinical Services</b>									
Primary Care Network Expansion	Recruitment of primary care physicians is a priority for L+M to ensure adequate access and meet demand. Several primary care providers have been recruited to-date (with start dates after 3/31/17).	n/a							
<b>Specialty Clinical Services</b>									
Specialty Services Access	Recruitments within neurosurgery, oncology and psychiatry were made to increase access to these services in the L+M service area. Additions in general surgery, cardiology, and obstetrics/midwifery were also made to replenish the medical staff.	\$1,625,688	10/01/16	03/31/17	n/a	YNHHS or Baseline Cash Flow	\$1,250,946	\$0	\$374,742
<b>Ambulatory Services</b>									
n/a	There were no investments made in ambulatory services in the first six months of FY 2017. L+M is currently executing in this area against the plan.	n/a							
<b>Post Acute Services</b>									
n/a	There were no investments made in ambulatory services in the first six months of FY 2017. L+M is currently executing in this area against the plan.	n/a							
<b>Infrastructure within LMHC Facilities</b>									
Investments in Infrastructure	Prior to the affiliation with YNHHS, L+MH and Westerly Hospitals (WH) were under growing financial pressure, and capital spending during that time was severely limited. Following the affiliation, significant catch-up was required to replenish aging and end-of-life equipment as well as perform necessary facility renovations. Capital expenditures for infrastructure during the time of the reporting period were made for new beds, repairs to parking garage, rebuild of elevators, security systems, and HVAC systems. In addition, the LMMG General Surgery practice was relocated to the L+MH main campus to enhance availability and improve timeliness of services for patients and physicians.	\$1,961,434	10/01/16	03/31/17	n/a	L+M Baseline Cash Flow	\$650,457	\$1,086,849	\$224,128

DETAILED Strategic Plan Accomplishments and Resource Investment Narrative: Docket # 15-32033-CON, Condition 7/32b

Semi-Annual Reporting Period: 10/1/16 - 3/31/17

NAME OF PROJECT	DESCRIPTION OF AND RATIONALE FOR PROJECT	EXPENDITURE AMOUNT (Total - All Sites)	ROLLOUT OF EXPENSES			EXPECTED FUNDING SOURCE*			
			Est. Beg. Date	Est. End Date	Est. Startup Date		L+MH	Westerly	LMMG
<b>Information Technology</b>									
Epic System - Build and Installation	Capital investment related to the development and build of the Epic EMR system that went live at L+M and WH on 1/20/17 included software licenses; customization and development of interfaces to ensure integration with other 3rd party software; training time (prior to go-live) for clinicians and other personnel on using the new system; support during the actual go-live from Epic consultants; and hardware, including new servers. Replacing the older EMR systems and moving to the fully-integrated Epic system, had the advantage of improving quality of care by providing best practice protocols and enhancing patient engagement via patient portals, "MyChart", and other patient and physician-friendly features. By moving to Epic as part of a large System, L+M was able to mitigate risk by relying on the invaluable experience and expertise that YNHHS brought to the installation.	\$10,808,478	10/01/16	03/31/17	n/a	YNHHS or Baseline Cash Flow	\$9,398,203	\$1,405,457	\$4,818
Infor (ERP) Project	Investments were made at L+M for development, customization and installation of a new ERP (Enterprise Resource Planning) system to replace its legacy system. Incorporating Supply Chain, General Finance, and Human Resources functions within a single system (that also includes budgeting, decision support, and management reporting) is fundamental to effectively running the business. YNHHS has a long track record of leading the industry in these areas by innovatively leveraging these reporting capabilities to drive quality, patient engagement and physician efficiencies. While L+M is still in the building stages, progress toward full integration across the system is underway and remains a key corporate objective.	\$355,649	10/01/16	03/31/17	n/a	YNHHS	\$296,046	\$59,603	\$0
Other Information Technology Projects	Capital investments for other IT projects at L+M included Access Control Plan Implementation; Laboratory EMR Results Interfaces; and RIS/PACS Implementation, among other items. These systems - specifically integrating critical patient tests, imaging, and other diagnostics with the broader medical record system - were on the front line of improving access, optimizing care delivery, and coordinating patient care across the continuum.	\$339,710	10/01/16	03/31/17	n/a	L+M Baseline Cash Flow	\$216,085	\$104,059	\$19,566
<b>Population Health</b>									
Population Health Initiatives	As a result of the affiliation, L+M is able to move forward and participate in the YNHHS Population Health infrastructure and clinically integrated network. Work is in-process to improve physician engagement and initiate clinical practice guidelines.	\$249,304	10/01/16	03/31/17	n/a	YNHHS	\$204,896	\$44,408	\$0
<b>Branding</b>									
Advertising, Signage, Website	Investments were made in converting existing external and internal signage throughout L+M to formally recognize the affiliation and rebrand all facilities and services as Yale New Haven Health. A considerable investment was made in the website design to better connect patients across the system and improve communication regarding services, physicians and locations. Advertising the affiliation through print, digital, and radio ads has enhanced communication to patients and physicians regarding the health care resources available in the region.	\$824,603	03/31/17	02/28/17	n/a	YNHHS	\$412,301	\$412,301	\$0



DETAILED Strategic Plan Accomplishments and Resource Investment Narrative: Docket # 15-32033-CON, Condition 7/32b

Semi-Annual Reporting Period: 10/1/16 - 3/31/17

NAME OF PROJECT	DESCRIPTION OF AND RATIONALE FOR PROJECT	EXPENDITURE AMOUNT (Total - All Sites)	ROLLOUT OF EXPENSES			EXPECTED FUNDING SOURCE*			
			Est. Beg. Date	Est. End Date	Est. Startup Date		L+MH	Westerly	LMMG
<b>Operational Improvements</b>									
Corporate Services Support	Significant resources have been provided to L+M by YNHHS Corporate services departments (i.e., Internal Consulting Group, IT, Finance, etc.) over the past 6 months. As an integral part of the underlying value of the affiliation, Corporate Services personnel continue to assist L+M in identifying synergies, achieving savings, standardizing methodologies, introducing procedures, implementing Epic and other IT systems, and generally integrating L+M into the System.	\$3,079,509	01/01/17	03/31/17	n/a	YNHHS	\$2,530,967	\$548,542	\$0
Clinical Technology Investments	Investments in clinical technology were made at L+M to drive operational improvements including new diagnostic equipment (Tomosynthesis) for early breast cancer detection; state-of-the-art pharmacy at the L+M Cancer Center to adhere to regulatory requirements and enhance patient safety; new equipment on inpatient units to assure patient care quality; and other improvements in structures and processes to effectively provide high-quality, safe patient care.	\$4,379,712	01/01/17	03/31/17	n/a	L+M Baseline Cash Flow	\$2,902,495	\$1,477,217	\$0
<b>Community Need / Community Building</b>									
Recovery House Volunteer Certification Program in the City of New London	L+MH's expenditure to Community Speaks Out (a non-profit organization) supports a training program for New London sober houses who volunteer to meet national standards for quality and safety identified by the National Association of Recovery Residences. The rationale for this project is to ensure consistent quality at recovery residencies and all aspects of operations including health, safety, ethics, administrative practices, maintenance of a recovery support environment, and good neighbor practices. There is a demonstrated need for well-managed recovery housing in the City of New London.	\$4,898	2/17/17	n/a	n/a	L+M Baseline Cash Flow	\$4,898	\$0	\$0
City of New London Neighborhood Development	L+MH's expenditure supports neighborhood development strategies in two distressed areas of the city of New London. The neighborhoods will be identified through mapping of poverty and low educational attainment. Residents will then be engaged to generate input as to social determinant needs as well as proposed interventions. The rationale for this project is to address the health needs identified by the most recent CHNA and 2016 Community Health Improvement Plan (CHIP), including social determinants of health.	\$50,000	3/27/17	n/a	n/a	L+M Baseline Cash Flow	\$50,000	\$0	\$0
<b>TOTAL</b>		<b>\$23,678,984</b>					<b>\$17,917,294</b>	<b>\$5,138,436</b>	<b>\$623,254</b>

SIGNATURE:   
 Vincent Tammaro, Exec VP & Chief Financial Officer, YNHHS and Chief Financial Officer, YNHH

SIGNATURE:   
 Christopher O'Connor, Exec VP & Chief Operating Officer, YNHHS

\* Financial information is based on unaudited financial statements.  
 \*\* Based on % personnel time estimated by HSC department directors multiplied by YTD March 2017 departmental expense; gathering of statistics is still in process.  
 Detailed narrative due to OHCA with summary page semi-annually 60 days following 3/31/17; 9/30/17; 3/31/18; 9/30/18; 3/31/19; 9/30/19 (3 years) and annually until end of FY 2021 (9/30/21)  
 Due internally to Regulatory 30 days prior to OHCA due date.

**Submitted to Comply with Docket # 15-32033-CON: Conditions 32f(iii) and 32f(iv) and Docket # 15-32032-CON: Condition 7c**

**Financial Statements  
Semi-Annual Period: 10/1/16 – 3/31/17**

OHCA Conditions are as follows for Docket # 15-32033-CON:

32f(iii). YNHHS and L+M shall submit a completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports.

32f(iv). YNHHS and L+M shall submit, for L+MH, a completed Hospital Operating Expenses by Expense Category and Department report. The format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 175 or successor report.

OHCA Condition is as follows for Docket # 15-32032-CON:

7c. YNHHS and L+M shall submit a detailed and comprehensive document showing the five-year-plan to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices cross LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include a completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports.

**Narrative for Docket # 15-32033-CON: Conditions 32f(iii) and 32f(iv) and Docket # 15-32032-CON: Condition 7c**

In the first six months of the affiliation between L+M Corporation (L+M) and Yale New Haven Health System (YNHHS), L+M has seen an improvement in financial performance. L+M is on-track to improve its operation margin and total margin compared to FY 2016 and its balance sheet has remained stable.

## LAWRENCE AND MEMORIAL HOSPITAL

## REPORT 100 - HOSPITAL BALANCE SHEET INFORMATION

(1)	(2)	(3)	(4)	6 Months	(5)	(6)
LINE	DESCRIPTION	FY 2015 ACTUAL	FY 2016 ACTUAL	FY 2017 ACTUAL	AMOUNT DIFFERENCE '15 vs '16	% DIFFERENCE '15 vs '16
I.	<b>ASSETS</b>					
A.	<b>Current Assets:</b>					
1	Cash and Cash Equivalents	\$13,348,901	\$3,965,054	\$8,014,677	(\$9,383,847)	-70%
2	Short Term Investments	\$107,365,636	\$92,026,239	\$84,302,155	(\$15,339,397)	-14%
3	Accounts Receivable (Less: Allowance for Doubtful Accounts)	\$37,925,784	\$35,197,755	\$39,987,639	(\$2,728,029)	-7%
4	Current Assets Whose Use is Limited for Current Liabilities	\$0	\$0		\$0	0%
5	Due From Affiliates	\$2,065,142	\$2,063,848	\$0	(\$1,294)	0%
6	Due From Third Party Payers	\$0	\$0		\$0	0%
7	Inventories of Supplies	\$6,194,355	\$6,339,039	\$6,383,855	\$144,684	2%
8	Prepaid Expenses	\$3,125,348	\$2,228,771	\$12,257,137	(\$896,577)	-29%
9	Other Current Assets	\$5,435,867	\$4,774,484	\$5,075,990	(\$661,383)	-12%
	<b>Total Current Assets</b>	<b>\$175,461,033</b>	<b>\$146,595,190</b>	<b>\$156,021,452</b>	<b>(\$28,865,843)</b>	<b>-16%</b>
B.	<b>Noncurrent Assets Whose Use is Limited:</b>					
1	Held by Trustee	\$926,080	\$25,563	\$26,385	(\$900,517)	-97%
2	Board Designated for Capital Acquisition	\$0	\$0		\$0	0%
3	Funds Held in Escrow	\$0	\$0		\$0	0%
4	Other Noncurrent Assets Whose Use is Limited	\$21,590,850	\$23,128,435	\$23,695,450	\$1,537,585	7%
	<b>Total Noncurrent Assets Whose Use is Limited:</b>	<b>\$22,516,930</b>	<b>\$23,153,998</b>	<b>\$23,721,835</b>	<b>\$637,068</b>	<b>3%</b>
5	Interest in Net Assets of Foundation	\$0	\$0		\$0	0%
6	Long Term Investments	\$0	\$0		\$0	0%
7	Other Noncurrent Assets	\$21,783,378	\$36,989,211	\$33,443,988	\$15,205,833	70%
C.	<b>Net Fixed Assets:</b>					
1	Property, Plant and Equipment	\$432,048,550	\$440,717,310	\$441,155,764	\$8,668,760	2%
2	Less: Accumulated Depreciation	\$283,857,350	\$307,044,724	\$319,471,223	\$23,187,374	8%
	<b>Property, Plant and Equipment, Net</b>	<b>\$148,191,200</b>	<b>\$133,672,586</b>	<b>\$121,684,541</b>	<b>(\$14,518,614)</b>	<b>-10%</b>
3	Construction in Progress	\$2,785,773	\$9,718,135	\$16,186,789	\$6,932,362	249%
	<b>Total Net Fixed Assets</b>	<b>\$150,976,973</b>	<b>\$143,390,721</b>	<b>\$137,871,330</b>	<b>(\$7,586,252)</b>	<b>-5%</b>
	<b>Total Assets</b>	<b>\$370,738,314</b>	<b>\$350,129,120</b>	<b>\$351,058,605</b>	<b>(\$20,609,194)</b>	<b>-6%</b>
II.	<b>LIABILITIES AND NET ASSETS</b>					
A.	<b>Current Liabilities:</b>					
1	Accounts Payable and Accrued Expenses	\$43,009,002	\$41,254,457	\$48,272,770	(\$1,754,545)	-4%
2	Salaries, Wages and Payroll Taxes	\$4,908,525	\$2,526,943	\$2,594,459	(\$2,381,582)	-49%
3	Due To Third Party Payers	\$6,711,203	\$7,944,521	\$6,735,563	\$1,233,318	18%
4	Due To Affiliates	\$2,512,703	\$2,860,336		\$347,633	14%
5	Current Portion of Long Term Debt	\$5,495,740	\$5,729,505	\$5,729,505	\$233,765	4%
6	Current Portion of Notes Payable	\$0	\$0		\$0	0%
7	Other Current Liabilities	\$0	\$0		\$0	0%
	<b>Total Current Liabilities</b>	<b>\$62,637,173</b>	<b>\$60,315,762</b>	<b>\$63,332,297</b>	<b>(\$2,321,411)</b>	<b>-4%</b>
B.	<b>Long Term Debt:</b>					
1	Bonds Payable (Net of Current Portion)	\$102,938,747	\$94,968,208	\$93,849,184	(\$7,970,539)	-8%
2	Notes Payable (Net of Current Portion)	\$0	\$0		\$0	0%
	<b>Total Long Term Debt</b>	<b>\$102,938,747</b>	<b>\$94,968,208</b>	<b>\$93,849,184</b>	<b>(\$7,970,539)</b>	<b>-8%</b>

## LAWRENCE AND MEMORIAL HOSPITAL

## REPORT 100 - HOSPITAL BALANCE SHEET INFORMATION

(1)	(2)	(3)	(4)	6 Months	(5)	(6)
		FY 2015	FY 2016	FY 2017	AMOUNT	%
LINE	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	DIFFERENCE	DIFFERENCE
					'15 vs '16	'15 vs '16
3	Accrued Pension Liability	\$52,989,394	\$55,475,184	\$54,924,544	\$2,485,790	5%
4	Other Long Term Liabilities	\$23,691,278	\$26,768,140	\$22,327,982	\$3,076,862	13%
	<b>Total Long Term Liabilities</b>	<b>\$179,619,419</b>	<b>\$177,211,532</b>	<b>\$171,101,710</b>	<b>(\$2,407,887)</b>	<b>-1%</b>
5	Interest in Net Assets of Affiliates or Joint Ventures	\$0	\$0		\$0	0%
<b>C.</b>	<b>Net Assets:</b>					
1	Unrestricted Net Assets or Equity	\$103,558,083	\$86,150,497	\$89,541,387	(\$17,407,586)	-17%
2	Temporarily Restricted Net Assets	\$18,960,042	\$20,326,874	\$21,000,450	\$1,366,832	7%
3	Permanently Restricted Net Assets	\$5,963,597	\$6,124,455	\$6,082,761	\$160,858	3%
	<b>Total Net Assets</b>	<b>\$128,481,722</b>	<b>\$112,601,826</b>	<b>\$116,624,598</b>	<b>(\$15,879,896)</b>	<b>-12%</b>
	<b>Total Liabilities and Net Assets</b>	<b>\$370,738,314</b>	<b>\$350,129,120</b>	<b>\$351,058,605</b>	<b>(\$20,609,194)</b>	<b>-6%</b>

## LAWRENCE AND MEMORIAL HOSPITAL

## REPORT 150 - HOSPITAL STATEMENT OF OPERATIONS INFORMATION

(1)	(2)	(3)	(4)	6 Months	(5)	(6)
<u>LINE</u>	<u>DESCRIPTION</u>	<u>FY 2015 ACTUAL</u>	<u>FY 2016 ACTUAL</u>	<u>FY 2017 ACTUAL</u>	<u>AMOUNT DIFFERENCE</u> '15 vs '16	<u>% DIFFERENCE</u> '15 vs '16
<b>A.</b>	<b><u>Operating Revenue:</u></b>					
1	Total Gross Patient Revenue	\$839,272,512	\$846,701,962	\$444,891,216	\$7,429,450	1%
2	Less: Allowances	\$483,222,533	\$503,815,087	\$272,657,700	\$20,592,554	4%
3	Less: Charity Care	\$5,405,542	\$5,374,494	\$2,710,389	(\$31,048)	-1%
4	Less: Other Deductions	\$12,823,282	\$12,488,508	(\$885,860)	(\$334,774)	-3%
	<b>Total Net Patient Revenue</b>	<b>\$337,821,155</b>	<b>\$325,023,873</b>	<b>\$170,408,987</b>	<b>(\$12,797,282)</b>	<b>-4%</b>
5	Provision for Bad Debts	\$12,798,310	\$12,339,856	\$6,638,602	(\$458,454)	-4%
	<b>Net Patient Service Revenue less provision for bad debts</b>	<b>\$325,022,845</b>	<b>\$312,684,017</b>	<b>\$163,770,385</b>	<b>(\$12,338,828)</b>	<b>-4%</b>
6	Other Operating Revenue	\$30,854,159	\$32,202,655	\$13,451,161	\$1,348,496	4%
7	Net Assets Released from Restrictions	\$577,092	\$453,686	\$0	(\$123,406)	-21%
	<b>Total Operating Revenue</b>	<b>\$356,454,096</b>	<b>\$345,340,358</b>	<b>\$177,221,546</b>	<b>(\$11,113,738)</b>	<b>-3%</b>
<b>B.</b>	<b><u>Operating Expenses:</u></b>					
1	Salaries and Wages	\$140,640,103	\$142,839,009	\$70,948,624	\$2,198,906	2%
2	Fringe Benefits	\$51,694,855	\$53,188,034	\$26,812,588	\$1,493,179	3%
3	Physicians Fees	\$0	\$0	\$0	\$0	0%
4	Supplies and Drugs	\$56,133,288	\$51,763,282	\$22,155,539	(\$4,370,006)	-8%
5	Depreciation and Amortization	\$23,641,535	\$23,211,691	\$12,433,051	(\$429,844)	-2%
6	Bad Debts	\$0	\$0	\$0	\$0	0%
7	Interest Expense	\$3,553,690	\$3,520,300	\$1,722,174	(\$33,390)	-1%
8	Malpractice Insurance Cost	\$4,818,820	\$4,865,367	\$2,022,043	\$46,547	1%
9	Other Operating Expenses	\$69,645,662	\$65,443,417	\$34,589,526	(\$4,202,245)	-6%
	<b>Total Operating Expenses</b>	<b>\$350,127,953</b>	<b>\$344,831,100</b>	<b>\$170,683,545</b>	<b>(\$5,296,853)</b>	<b>-2%</b>
	<b>Income/(Loss) From Operations</b>	<b>\$6,326,143</b>	<b>\$509,258</b>	<b>\$6,538,001</b>	<b>(\$5,816,885)</b>	<b>-92%</b>
<b>C.</b>	<b><u>Non-Operating Revenue:</u></b>					
1	Income from Investments	\$9,936,909	\$1,820,798	\$3,340,590	(\$8,116,111)	-82%
2	Gifts, Contributions and Donations	\$0	\$0	\$0	\$0	0%
3	Other Non-Operating Gains/(Losses)	\$0	\$0	\$0	\$0	0%
	<b>Total Non-Operating Revenue</b>	<b>\$9,936,909</b>	<b>\$1,820,798</b>	<b>\$3,340,590</b>	<b>(\$8,116,111)</b>	<b>-82%</b>
	<b>Excess/(Deficiency) of Revenue Over Expenses (Before Other Adjustments)</b>	<b>\$16,263,052</b>	<b>\$2,330,056</b>	<b>\$9,878,591</b>	<b>(\$13,932,996)</b>	<b>-86%</b>
	<b>Other Adjustments:</b>					
	Unrealized Gains/(Losses)	\$0	\$0	\$3,303	\$0	0%
	All Other Adjustments	\$0	\$0	\$0	\$0	0%
	<b>Total Other Adjustments</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,303</b>	<b>\$0</b>	<b>0%</b>
	<b>Excess/(Deficiency) of Revenue Over Expenses</b>	<b>\$16,263,052</b>	<b>\$2,330,056</b>	<b>\$9,881,894</b>	<b>(\$13,932,996)</b>	<b>-86%</b>
	Principal Payments	\$3,370,000	\$3,540,000	\$3,720,000	\$170,000	5%



## LAWRENCE AND MEMORIAL HOSPITAL

## REPORT 175 - HOSPITAL OPERATING EXPENSES BY EXPENSE CATEGORY AND DEPARTMENT

(1)	(2)	(3)	(4)	6 Months	(5)	(6)
LINE	DESCRIPTION	FY 2015 ACTUAL	FY 2016 ACTUAL	FY 2017 ACTUAL	AMOUNT DIFFERENCE	AMOUNT DIFFERENCE
					'15 vs '16	'15 vs '16
<b>I.</b>	<b>OPERATING EXPENSE BY CATEGORY</b>					
<b>A.</b>	<b>Salaries &amp; Wages:</b>					
1	Nursing Salaries	\$40,670,258	\$42,101,513	\$20,911,965	\$1,431,255	4%
2	Physician Salaries	\$389,032	\$600,900	\$298,469	\$211,868	54%
3	Non-Nursing, Non-Physician Salaries	\$99,580,813	\$100,136,596	\$49,738,190	\$555,783	1%
	<b>Total Salaries &amp; Wages</b>	<b>\$140,640,103</b>	<b>\$142,839,009</b>	<b>\$70,948,624</b>	<b>\$2,198,906</b>	<b>2%</b>
<b>B.</b>	<b>Fringe Benefits:</b>					
1	Nursing Fringe Benefits	\$14,949,101	\$15,677,067	\$7,901,471	\$727,966	5%
2	Physician Fringe Benefits	\$142,996	\$223,753	\$117,815	\$80,757	56%
3	Non-Nursing, Non-Physician Fringe Benefits	\$36,602,758	\$37,287,214	\$18,793,302	\$684,456	2%
	<b>Total Fringe Benefits</b>	<b>\$51,694,855</b>	<b>\$53,188,034</b>	<b>\$26,812,588</b>	<b>\$1,493,179</b>	<b>3%</b>
<b>C.</b>	<b>Contractual Labor Fees:</b>					
1	Nursing Fees	\$182,310	\$262,898	\$149,444	\$80,588	44%
2	Physician Fees	\$0	\$0	\$0	\$0	0%
3	Non-Nursing, Non-Physician Fees	\$1,062,834	\$1,846,987	\$385,199	\$784,153	74%
	<b>Total Contractual Labor Fees</b>	<b>\$1,245,144</b>	<b>\$2,109,885</b>	<b>\$534,643</b>	<b>\$864,741</b>	<b>69%</b>
<b>D.</b>	<b>Medical Supplies and Pharmaceutical Cost:</b>					
1	Medical Supplies	\$30,584,247	\$27,076,356	\$12,897,017	(\$3,507,891)	-11%
2	Pharmaceutical Costs	\$25,549,041	\$24,686,926	\$9,258,521	(\$862,115)	-3%
	<b>Total Medical Supplies and Pharmaceutical Cost</b>	<b>\$56,133,288</b>	<b>\$51,763,282</b>	<b>\$22,155,539</b>	<b>(\$4,370,006)</b>	<b>-8%</b>
<b>E.</b>	<b>Depreciation and Amortization:</b>					
1	Depreciation-Building	\$4,870,793	\$4,795,024	\$2,371,986	(\$75,769)	-2%
2	Depreciation-Equipment	\$17,811,015	\$17,513,990	\$9,609,435	(\$297,025)	-2%
3	Amortization	\$959,727	\$902,677	\$451,630	(\$57,050)	-6%
	<b>Total Depreciation and Amortization</b>	<b>\$23,641,535</b>	<b>\$23,211,691</b>	<b>\$12,433,051</b>	<b>(\$429,844)</b>	<b>-2%</b>
<b>F.</b>	<b>Bad Debts:</b>					
1	Bad Debts	\$0	\$0	\$0	\$0	0%
<b>G.</b>	<b>Interest Expense:</b>					
1	Interest Expense	\$3,553,690	\$3,520,300	\$1,722,174	(\$33,390)	-1%
<b>H.</b>	<b>Malpractice Insurance Cost:</b>					
1	Malpractice Insurance Cost	\$4,818,820	\$4,865,367	\$2,022,043	\$46,547	1%
<b>I.</b>	<b>Utilities:</b>					
1	Water	\$179,870	\$232,640	\$102,696	\$52,770	29%
2	Natural Gas	\$1,083,143	\$729,722	\$463,107	(\$353,421)	-33%
3	Oil	\$17,093	\$17,818	\$725	\$725	4%
4	Electricity	\$3,177,410	\$2,855,681	\$1,188,801	(\$321,729)	-10%
5	Telephone	\$903,759	\$906,796	\$472,119	\$3,037	0%
6	Other Utilities	\$0	\$0	\$0	\$0	0%
	<b>Total Utilities</b>	<b>\$5,361,275</b>	<b>\$4,742,657</b>	<b>\$2,226,723</b>	<b>(\$618,618)</b>	<b>-12%</b>
<b>J.</b>	<b>Business Expenses:</b>					
1	Accounting Fees	\$744,087	\$791,323	\$841,800	\$47,236	6%
2	Legal Fees	\$938,011	\$1,085,131	\$288,803	\$147,120	16%
3	Consulting Fees	\$6,596,975	\$2,318,907	\$596,230	(\$4,278,068)	-65%
4	Dues and Membership	\$385,002	\$378,185	\$151,258	(\$6,817)	-2%
5	Equipment Leases	\$1,945,609	\$1,415,529	\$586,305	(\$530,080)	-27%
6	Building Leases	\$2,702,266	\$1,939,428	\$1,067,644	(\$762,838)	-28%
7	Repairs and Maintenance	\$11,575,820	\$12,252,278	\$5,669,788	\$676,458	6%
8	Insurance	\$1,040,315	\$1,111,573	\$545,974	\$71,258	7%
9	Travel	\$343,325	\$312,714	\$98,765	(\$30,611)	-9%
10	Conferences	\$13,000	\$0	\$2,192	(\$13,000)	-100%
11	Property Tax	\$179,170	\$93,704	(\$126)	(\$85,466)	-48%

## LAWRENCE AND MEMORIAL HOSPITAL

## REPORT 175 - HOSPITAL OPERATING EXPENSES BY EXPENSE CATEGORY AND DEPARTMENT

(1)	(2)	(3)	(4)	6 Months	(5)	(6)
LINE	DESCRIPTION	FY 2015 ACTUAL	FY 2016 ACTUAL	FY 2017 ACTUAL	AMOUNT DIFFERENCE	AMOUNT DIFFERENCE
					'15 vs '16	'15 vs '16
12	General Supplies	\$1,779,347	\$1,679,465	\$855,889	(\$99,882)	-6%
13	Licenses and Subscriptions	\$640,050	\$586,409	\$277,897	(\$53,641)	-8%
14	Postage and Shipping	\$236,255	\$219,189	\$73,229	(\$17,066)	-7%
15	Advertising	\$1,322,291	\$1,311,432	\$765,040	(\$10,859)	-1%
16	Corporate parent/system fees	\$0	\$0	\$0	\$0	0%
17	Computer Software	\$632,110	\$296,453	\$158,254	(\$335,657)	-53%
18	Computer hardware & small equipment	\$79,882	\$79,311	\$23,239	(\$571)	-1%
19	Dietary / Food Services	\$1,982,677	\$1,975,534	\$1,060,108	(\$7,143)	0%
20	Lab Fees / Red Cross charges	\$976,698	\$975,852	\$477,904	(\$846)	0%
21	Billing & Collection / Bank Fees	\$487,671	\$441,713	\$229,934	(\$45,958)	-9%
22	Recruiting / Employee Education & Recognition	\$363,597	\$340,502	\$89,849	(\$23,095)	-6%
23	Laundry / Linen	\$40,977	\$38,007	\$10,133	(\$2,970)	-7%
24	Professional / Physician Fees	\$8,776,142	\$10,719,387	\$6,552,870	\$1,943,245	22%
25	Waste disposal	\$0	\$0	\$0	\$0	0%
26	Purchased Services - Medical	\$4,768,761	\$4,659,043	\$2,159,173	(\$109,718)	-2%
27	Purchased Services - Non Medical	\$12,719,370	\$12,522,903	\$8,709,009	(\$196,467)	-2%
28	Other Business Expenses	\$1,168,984	\$24,597	\$537,002	(\$1,144,387)	-98%
	<b>Total Business Expenses</b>	<b>\$62,438,392</b>	<b>\$57,568,569</b>	<b>\$31,828,162</b>	<b>(\$4,869,823)</b>	<b>-8%</b>
<b>K.</b>	<b>Other Operating Expense:</b>					
1	Miscellaneous Other Operating Expenses	\$600,851	\$1,022,306		\$421,455	70%
	<b>Total Operating Expenses - All Expense Categories*</b>	<b>\$350,127,953</b>	<b>\$344,831,100</b>	<b>\$170,683,545</b>	<b>(\$5,296,853)</b>	<b>-2%</b>
	*A.-K.The total operating expenses amount above must agree with the total operating expenses amount on Report 150					
<b>II.</b>	<b>OPERATING EXPENSE BY DEPARTMENT</b>					
<b>A.</b>	<b>General Services:</b>					
1	General Administration	\$21,854,054	\$19,507,412	\$10,038,818	(\$2,346,642)	-11%
2	General Accounting	\$2,072,390	\$1,835,415	\$1,257,693	(\$236,975)	-11%
3	Patient Billing & Collection	\$5,452,007	\$5,390,293	\$2,384,040	(\$61,714)	-1%
4	Admitting / Registration Office	\$6,592,924	\$5,712,315	\$2,970,219	(\$880,609)	-13%
5	Data Processing	\$10,695,890	\$11,701,172	\$6,004,157	\$1,005,282	9%
6	Communications	\$364,288	\$372,207	\$186,244	\$7,919	2%
7	Personnel	\$53,660,271	\$55,138,738	\$28,013,490	\$1,478,467	3%
8	Public Relations	\$1,740,465	\$1,738,016	\$957,979	(\$2,449)	0%
9	Purchasing	\$2,537,020	\$1,485,342	\$1,609,210	(\$1,051,678)	-41%
10	Dietary and Cafeteria	\$4,613,598	\$4,660,587	\$2,357,351	\$46,989	1%
11	Housekeeping	\$4,202,487	\$4,108,803	\$2,032,539	(\$93,684)	-2%
12	Laundry & Linen	\$0	\$0	\$0	\$0	0%
13	Operation of Plant	\$4,018,508	\$4,515,484	\$1,911,947	\$496,976	12%
14	Security	\$1,540,180	\$1,591,639	\$895,419	\$51,459	3%
15	Repairs and Maintenance	\$6,089,115	\$4,737,571	\$2,551,331	(\$1,351,544)	-22%
16	Central Sterile Supply	\$2,028,759	\$1,673,457	\$764,751	(\$355,302)	-18%
17	Pharmacy Department	\$29,691,993	\$29,638,279	\$11,698,467	(\$53,714)	0%
18	Other General Services	\$7,478,875	\$7,119,473	\$2,718,113	(\$359,402)	-5%
	<b>Total General Services</b>	<b>\$164,632,824</b>	<b>\$160,926,203</b>	<b>\$78,351,768</b>	<b>(\$3,706,621)</b>	<b>-2%</b>
<b>B.</b>	<b>Professional Services:</b>					
1	Medical Care Administration	\$387,046	\$420,247	\$96,893	\$33,201	9%
2	Residency Program	\$122,349	\$124,308	\$62,154	\$1,959	2%
3	Nursing Services Administration	\$2,389,086	\$2,514,763	\$1,054,818	\$125,677	5%
4	Medical Records	\$4,750,469	\$5,280,547	\$2,168,642	\$530,078	11%
5	Social Service	\$2,727,088	\$2,747,442	\$1,432,425	\$20,354	1%
6	Other Professional Services	\$5,370,515	\$6,850,062	\$3,744,217	\$1,479,547	28%
	<b>Total Professional Services</b>	<b>\$15,746,553</b>	<b>\$17,937,369</b>	<b>\$8,559,150</b>	<b>\$2,190,816</b>	<b>14%</b>
<b>C.</b>	<b>Special Services:</b>					
1	Operating Room	\$24,566,779	\$21,252,242	\$10,407,932	(\$3,314,537)	-13%

## LAWRENCE AND MEMORIAL HOSPITAL

## REPORT 175 - HOSPITAL OPERATING EXPENSES BY EXPENSE CATEGORY AND DEPARTMENT

(1)	(2)	(3)	(4)	6 Months	(5)	(6)
LINE	DESCRIPTION	FY 2015 ACTUAL	FY 2016 ACTUAL	FY 2017 ACTUAL	AMOUNT DIFFERENCE	AMOUNT DIFFERENCE
					'15 vs '16	'15 vs '16
2	Recovery Room	\$994,955	\$991,676	\$554,377	(\$3,279)	0%
3	Anesthesiology	\$496,839	\$493,006	\$215,158	(\$3,833)	-1%
4	Delivery Room	\$118,500	\$122,075	\$57,283	\$3,575	3%
5	Diagnostic Radiology	\$3,565,288	\$3,494,882	\$1,699,935	(\$70,406)	-2%
6	Diagnostic Ultrasound	\$2,935,254	\$2,948,958	\$1,443,352	\$13,704	0%
7	Radiation Therapy	\$2,994,087	\$3,171,628	\$1,415,368	\$177,541	6%
8	Radioisotopes	\$1,516,757	\$1,724,505	\$640,549	\$207,748	14%
9	CT Scan	\$2,037,069	\$2,180,894	\$1,005,320	\$143,825	7%
10	Laboratory	\$15,223,990	\$14,517,400	\$7,348,646	(\$706,590)	-5%
11	Blood Storing/Processing	\$0	\$0	\$0	\$0	0%
12	Cardiology	\$1,496,892	\$1,525,030	\$789,186	\$28,138	2%
13	Electrocardiology	\$4,158	\$70	\$53	(\$4,088)	-98%
14	Electroencephalography	\$278,878	\$285,771	\$142,882	\$6,893	2%
15	Occupational Therapy	\$1,801,640	\$1,874,416	\$998,750	\$72,776	4%
16	Speech Pathology	\$744,589	\$762,989	\$367,802	\$18,400	2%
17	Audiology	\$755,221	\$760,926	\$382,932	\$5,705	1%
18	Respiratory Therapy	\$2,713,543	\$2,694,154	\$1,343,174	(\$19,389)	-1%
19	Pulmonary Function	\$727	\$0	\$0	(\$727)	-100%
20	Intravenous Therapy	\$2,154,621	\$1,461,873	\$702,881	(\$692,748)	-32%
21	Shock Therapy	\$0	\$0	\$0	\$0	0%
22	Psychiatry / Psychology Services	\$1,736,261	\$1,826,473	\$955,563	\$90,212	5%
23	Renal Dialysis	\$468,917	\$587,081	\$295,915	\$118,164	25%
24	Emergency Room	\$10,593,872	\$10,981,590	\$6,665,280	\$387,718	4%
25	MRI	\$1,619,012	\$1,604,322	\$973,696	(\$14,690)	-1%
26	PET Scan	\$0	\$0	\$0	\$0	0%
27	PET/CT Scan	\$0	\$0	\$0	\$0	0%
28	Endoscopy	\$982,511	\$904,643	\$405,771	(\$77,868)	-8%
29	Sleep Center	\$1,106,596	\$795,878	\$329,950	(\$310,718)	-28%
30	Lithotripsy	\$0	\$0	\$0	\$0	0%
31	Cardiac Catheterization/Rehabilitation	\$4,075,654	\$4,615,958	\$2,318,946	\$540,304	13%
32	Occupational Therapy / Physical Therapy	\$3,828,129	\$3,886,438	\$2,017,994	\$58,309	2%
33	Dental Clinic	\$0	\$0	\$0	\$0	0%
34	Other Special Services	\$7,600,420	\$7,320,165	\$4,818,081	(\$280,255)	-4%
	<b>Total Special Services</b>	<b>\$96,411,159</b>	<b>\$92,785,043</b>	<b>\$48,296,776</b>	<b>(\$3,626,116)</b>	<b>-4%</b>
	<b>D. Routine Services:</b>					
1	Medical & Surgical Units	\$20,272,594	\$20,709,022	\$10,787,492	\$436,428	2%
2	Intensive Care Unit	\$2,873,975	\$3,177,006	\$1,640,435	\$303,031	11%
3	Coronary Care Unit	\$3,260,733	\$3,030,022	\$1,535,263	(\$230,711)	-7%
4	Psychiatric Unit	\$2,346,724	\$2,439,777	\$1,148,978	\$93,053	4%
5	Pediatric Unit	\$0	\$110,789	\$64,705	\$110,789	0%
6	Maternity Unit	\$5,986,189	\$6,110,500	\$3,054,998	\$124,311	2%
7	Newborn Nursery Unit	\$0	\$0	\$0	\$0	0%
8	Neonatal ICU	\$3,397,794	\$3,494,668	\$1,630,518	\$96,874	3%
9	Rehabilitation Unit	\$2,628,328	\$2,423,335	\$1,118,092	(\$204,993)	-8%
10	Ambulatory Surgery	\$2,000,875	\$2,146,199	\$1,098,316	\$145,324	7%
11	Home Care	\$0	\$0	\$0	\$0	0%
12	Outpatient Clinics	\$0	\$0	\$0	\$0	0%
13	Other Routine Services	\$1,211,298	\$1,140,430	\$503,273	(\$70,868)	-6%
	<b>Total Routine Services</b>	<b>\$43,978,510</b>	<b>\$44,781,748</b>	<b>\$22,582,070</b>	<b>\$803,238</b>	<b>2%</b>
	<b>E. Other Departments:</b>					
1	Miscellaneous Other Departments	\$29,358,907	\$28,400,737	\$12,863,782	(\$958,170)	-3%
	<b>Total Operating Expenses - All Departments*</b>	<b>\$350,127,953</b>	<b>\$344,831,100</b>	<b>\$170,653,545</b>	<b>(\$5,296,853)</b>	<b>-2%</b>
	*A.- E. The total operating expenses amount above must agree with the total operating expenses amount on Report 150.					

**Lawrence + Memorial Corporation and Subsidiaries \***  
**Statement of Cash Flows**

**For the Six Months Ended**  
**March 31, 2017**

<b>Cash flows from operating activities</b>		
Change in net assets	\$	3,443,153
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation & amortization		15,576,047
(Increase) decrease in funds held in trust by others		79,370
Decrease (increase) in contributions receivable		979,118
Net unreal & real (gain) loss on investments		8,100,170
Provision for bad debts		8,483,765
Changes in operating accounts:		
Patient accounts receivable, net		(13,907,344)
Other receivables		6,490,991
Inventories		(22,083)
Prepaid expenses		299,262
Accounts payable		(6,237,205)
Accrued vacation & sick pay		(851,038)
Salaries, wages, payroll taxes		(491,061)
Due to affiliates		(3,050,261)
Due to third parties		(5,896,803)
Due to MCIC		(16,122,688)
Other liabilities		(15,045,681)
Net cash used in operating activities		<b>(18,172,288)</b>
 <b>Cash flows from investing activities</b>		
Debt service fund		(2,632,652)
Purchase of property, plant and equipment, net		(9,370,111)
(Increase)/decrease in investment		34,027,728
Net cash provided by investing activities		<b>22,024,965</b>
 <b>Cash flows from financing activities:</b>		
Principal payments on long term debt		(857,900)
 Net increase in cash and cash equivalents		2,994,777
 Cash at beginning of year		18,792,715
 Cash at end of year	<b>\$</b>	<b>21,787,492</b>

\* The statistics presented above represent data for Lawrence + Memorial Corporation and Subsidiaries (L+M). L+M is a healthcare system that provides a wide array of services throughout the region, and includes: Lawrence + Memorial Hospital; L&M Physician Association, Inc.; L&M Systems, Inc.; VNA of Southeastern Connecticut; L+M Healthcare; L+M indemnity Ltd; and LMW Healthcare Inc. (Westerly Hospital).

This data has been derived from internally generated (unaudited) financial statements that are prepared and presented, in all material aspects, in accordance with the annual audited financial statements.

Note: Six month data for FY 2017 provided as requested per applicable Condition

<b>L&amp;M PHYSICIAN ASSOCIATION</b>		
<b>FISCAL YEAR 2017</b>		
<b>REPORT 100 - BALANCE SHEET INFORMATION</b>		
<b>(1)</b>	<b>(2)</b>	<b>6 Months</b>
<b>LINE</b>	<b>DESCRIPTION</b>	<b>FY 2017</b>
		<b>ACTUAL</b>
<b>I.</b>	<b>ASSETS</b>	
<b>A.</b>	<b>Current Assets:</b>	
1	Cash and Cash Equivalents	(\$50,002)
2	Short Term Investments	\$0
3	Accounts Receivable (Less: Allowance for Doubtful Accounts)	\$1,145,732
4	Current Assets Whose Use is Limited for Current Liabilities	
5	Due From Affiliates	\$0
6	Due From Third Party Payers	
7	Inventories of Supplies	\$0
8	Prepaid Expenses	\$35,753
9	Other Current Assets	\$1,276,413
	<b>Total Current Assets</b>	<b>\$2,407,896</b>
<b>B.</b>	<b>Noncurrent Assets Whose Use is Limited:</b>	
1	Held by Trustee	\$0
2	Board Designated for Capital Acquisition	
3	Funds Held in Escrow	
4	Other Noncurrent Assets Whose Use is Limited	\$0
	<b>Total Noncurrent Assets Whose Use is Limited:</b>	<b>\$0</b>
5	Interest in Net Assets of Foundation	
6	Long Term Investments	
7	Other Noncurrent Assets	\$0
<b>C.</b>	<b>Net Fixed Assets:</b>	
1	Property, Plant and Equipment	\$3,057,388
2	Less: Accumulated Depreciation	\$0
	<b>Property, Plant and Equipment, Net</b>	<b>\$3,057,388</b>
3	Construction in Progress	\$0
	<b>Total Net Fixed Assets</b>	<b>\$3,057,388</b>
	<b>Total Assets</b>	<b>\$5,465,284</b>

<b>L&amp;M PHYSICIAN ASSOCIATION</b>		
<b>FISCAL YEAR 2017</b>		
<b>REPORT 100 - BALANCE SHEET INFORMATION</b>		
<b>(1)</b>	<b>(2)</b>	<b>6 Months</b>
<b>LINE</b>	<b>DESCRIPTION</b>	<b>FY 2017</b>
		<b>ACTUAL</b>
<b>II. LIABILITIES AND NET ASSETS</b>		
<b>A. Current Liabilities:</b>		
1	Accounts Payable and Accrued Expenses	\$1,379,126
2	Salaries, Wages and Payroll Taxes	\$1,180,217
3	Due To Third Party Payers	\$5,544
4	Due To Affiliates	\$5,187,377
5	Current Portion of Long Term Debt	
6	Current Portion of Notes Payable	
7	Other Current Liabilities	
	<b>Total Current Liabilities</b>	<b>\$7,752,264</b>
<b>B. Long Term Debt:</b>		
1	Bonds Payable (Net of Current Portion)	
2	Notes Payable (Net of Current Portion)	
	<b>Total Long Term Debt</b>	<b>\$0</b>
3	Accrued Pension Liability	\$309,654
4	Other Long Term Liabilities	\$0
	<b>Total Long Term Liabilities</b>	<b>\$309,654</b>
5	Interest in Net Assets of Affiliates or Joint Ventures	
<b>C. Net Assets:</b>		
1	Unrestricted Net Assets or Equity	(\$2,596,634)
2	Temporarily Restricted Net Assets	\$0
3	Permanently Restricted Net Assets	\$0
	<b>Total Net Assets</b>	<b>(\$2,596,634)</b>
	<b>Total Liabilities and Net Assets</b>	<b>\$5,465,284</b>

Note: Six months data for FY 2017 provided as requested per applicable Condition



<b>L&amp;M PHYSICIAN ASSOCIATION</b>		
<b>FISCAL YEAR 2017</b>		
<b>REPORT 150 - STATEMENT OF OPERATIONS INFORMATION</b>		
<b>(1)</b>	<b>(2)</b>	<b>6 Months FY 2017</b>
<b>LINE</b>	<b>DESCRIPTION</b>	<b>ACTUAL</b>
<b>A. Operating Revenue:</b>		
1	Total Gross Patient Revenue	\$30,119,375
2	Less: Allowances	\$14,035,698
3	Less: Charity Care	\$0
4	Less: Other Deductions	\$0
	<b>Total Net Patient Revenue</b>	<b>\$16,083,677</b>
5	Provision for Bad Debts	\$266,238
	<b>Net Patient Service Revenue less provision for bad debts</b>	<b>\$15,817,439</b>
6	Other Operating Revenue	\$4,545,808
7	Net Assets Released from Restrictions	\$0
	<b>Total Operating Revenue</b>	<b>\$20,363,247</b>
<b>B. Operating Expenses:</b>		
1	Salaries and Wages	\$17,416,966
2	Fringe Benefits	\$3,591,197
3	Physicians Fees	\$0
4	Supplies and Drugs	\$939,316
5	Depreciation and Amortization	\$561,856
6	Bad Debts	\$0
7	Interest Expense	\$0
8	Malpractice Insurance Cost	\$797,004
9	Other Operating Expenses	\$6,132,801
	<b>Total Operating Expenses</b>	<b>\$29,439,140</b>
	<b>Income/(Loss) From Operations</b>	<b>(\$9,075,893)</b>

L&M PHYSICIAN ASSOCIATION		
FISCAL YEAR 2017		
REPORT 150 - STATEMENT OF OPERATIONS INFORMATION		
(1)	(2)	6 Months FY 2017
<u>LINE</u>	<u>DESCRIPTION</u>	<u>ACTUAL</u>
<b>C. Non-Operating Revenue:</b>		
1	Income from Investments	\$0
2	Gifts, Contributions and Donations	
3	Other Non-Operating Gains/(Losses)	
	<b>Total Non-Operating Revenue</b>	<b>\$0</b>
	<b>Excess/(Deficiency) of Revenue Over Expenses (Before Other Adjustments)</b>	<b>(\$9,075,893)</b>
<b>Other Adjustments:</b>		
	Unrealized Gains/(Losses)	\$0
	All Other Adjustments	
	<b>Total Other Adjustments</b>	<b>\$0</b>
	<b>Excess/(Deficiency) of Revenue Over Expenses</b>	<b>(\$9,075,893)</b>
	Principal Payments	\$0

Note: Six months data for FY 2017 provided as requested per applicable Condition

**L&M Physician Association \***  
**Statement of Cash Flows**

	<b>For the Six Months Ended March 31, 2017</b>	
<b>Cash flows from operating activities</b>		
Change in net assets	\$	(9,075,893)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation & amortization		561,856
Provision for bad debts		266,238
Changes in operating accounts:		
Patient Accounts Receivable, Net		(845,999)
Other receivables		(951,071)
Prepaid expenses		15,322
Accounts Payable		1,328,908
Accrued vacation & sick pay		(1,418,915)
Salaries, wages, payroll taxes		(607,701)
Due to affiliates		4,990,813
Other liabilities		(1,869,906)
Net cash used in operating activities		<u><b>(7,606,348)</b></u>
<b>Cash flows from investing activities</b>		
Purchase of property, plant and equipment, net		<u>(2,683,711)</u>
Net cash used in investing activities		<u><b>(2,683,711)</b></u>
<b>Cash flows from financing activities:</b>		
Net asset transfer from LMH		<u>9,790,918</u>
Net decrease in cash and cash equivalents		<u>(499,141)</u>
Cash at beginning of year		<u>449,139</u>
Cash at end of year	<b>\$</b>	<u><b>(50,002)</b></u>

\* The statistics presented above represent data for L&M Physician Association, Inc. only.

This data has been derived from internally generated (unaudited) financial statements that are prepared and presented, in all material aspects, in accordance with the annual audited financial statements.

Note: Six month data for FY 2017 provided as requested per applicable Condition

## User, OHCA

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**From:** Roberts, Karen  
**Sent:** Friday, June 30, 2017 3:32 PM  
**To:** Sauders, Kelly (US - New York)  
**Cc:** User, OHCA  
**Subject:** RE: Yale New Haven Health and Lawrence + Memorial Hospital - Invitation to July 6th public meeting

Thanks Kelly.

Sincerely,

*Karen Roberts*

Principal Health Care Analyst  
Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308  
P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)



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**From:** Sauders, Kelly (US - New York) [mailto:[ksauders@deloitte.com](mailto:ksauders@deloitte.com)]  
**Sent:** Friday, June 30, 2017 3:23 PM  
**To:** Roberts, Karen <[Karen.Roberts@ct.gov](mailto:Karen.Roberts@ct.gov)>  
**Cc:** Martone, Kim <[Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov)>; Gayle Capozzalo <[gayle.capozzalo@ynhh.org](mailto:gayle.capozzalo@ynhh.org)>  
**Subject:** Re: Yale New Haven Health and Lawrence + Memorial Hospital - Invitation to July 6th public meeting

Hi - the final reports are going through QA by Milliman. I suspect by next Friday.

Thanks,  
Kelly

On Jun 30, 2017, at 1:48 PM, Roberts, Karen <[Karen.Roberts@ct.gov](mailto:Karen.Roberts@ct.gov)> wrote:

Hi Kelly – do you know if we should be expecting the Yale/L+M Cost and Market Impact Report to be filed today? Karen

Sincerely,

*Karen Roberts*  
Principal Health Care Analyst

Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308  
P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)

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**From:** Sauders, Kelly (US - New York) [<mailto:ksauders@deloitte.com>]  
**Sent:** Thursday, June 8, 2017 10:53 AM  
**To:** Roberts, Karen <[Karen.Roberts@ct.gov](mailto:Karen.Roberts@ct.gov)>  
**Subject:** RE: RE: Yale New Haven Health and Lawrence + Memorial Hospital - Invitation to July 6th public meeting

Hi – I checked in with the client. They are hoping for end of June.

---

**From:** Roberts, Karen [<mailto:Karen.Roberts@ct.gov>]  
**Sent:** Thursday, June 8, 2017 10:33 AM  
**To:** Sauders, Kelly (US - New York) <[ksauders@deloitte.com](mailto:ksauders@deloitte.com)>  
**Subject:** RE: RE: Yale New Haven Health and Lawrence + Memorial Hospital - Invitation to July 6th public meeting

Hi Kelly - question for you. Do you know on what date Yale/L+M will be filing the Cost and Market Impact Report? Thanks. Karen

Sincerely,

*Karen Roberts*  
Principal Health Care Analyst  
Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308  
P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)

<image001.jpg><image002.jpg>

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**From:** Sauders, Kelly (US - New York) [<mailto:ksauders@deloitte.com>]  
**Sent:** Thursday, June 8, 2017 10:04 AM  
**To:** Martone, Kim <[Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov)>; Roberts, Karen <[Karen.Roberts@ct.gov](mailto:Karen.Roberts@ct.gov)>  
**Subject:** FW: RE: Yale New Haven Health and Lawrence + Memorial Hospital - Invitation to July 6th public meeting

Good morning – FYI only – in addition to the newspaper notice and posting on the website, YNHH wanted to share this invitation with the community forum and anyone else who has attended past meetings.

thanks

---

**From:** Sauders, Kelly (US - New York)  
**Sent:** Thursday, June 8, 2017 9:53 AM  
**To:** '[stephen\\_r\\_smith@brown.edu](mailto:stephen_r_smith@brown.edu)' <[stephen\\_r\\_smith@brown.edu](mailto:stephen_r_smith@brown.edu)>; '[andrews@cthealthpolicy.org](mailto:andrews@cthealthpolicy.org)' <[andrews@cthealthpolicy.org](mailto:andrews@cthealthpolicy.org)>; '[calvertr@childandfamilyagency.org](mailto:calvertr@childandfamilyagency.org)'

<calvertr@childandfamilyagency.org>; 'carolyn.patierno@allsouls.net' <carolyn.patierno@allsouls.net>;  
'cbunnell@moheganmail.com' <cbunnell@moheganmail.com>; 'chris@higheredgect.org'  
<chris@higheredgect.org>; 'czeiner@safefuturesct.org' <czeiner@safefuturesct.org>;  
'director@newlondonmainstreet.org' <director@newlondonmainstreet.org>; 'doh@uncashd.org'  
<doh@uncashd.org>; 'edwardtessman@ccfsn.org' <edwardtessman@ccfsn.org>;  
'g.demaio@soundcommunityservices.org' <g.demaio@soundcommunityservices.org>;  
'jackmalone@scadd.org' <jackmalone@scadd.org>; 'jennob@cfect.org' <jennob@cfect.org>;  
'jfischer@jfec.com' <jfischer@jfec.com>; 'jgranger@ucfs.org' <jgranger@ucfs.org>;  
'jhaslam@connlegalservices.org' <jhaslam@connlegalservices.org>; 'jlokken@town.groton.ct.us'  
<jlokken@town.groton.ct.us>; 'jmilstein@ci.New-London.ct.us' <jmilstein@ci.New-London.ct.us>;  
'johnpsilsby@yahoo.com' <johnpsilsby@yahoo.com>; 'jpkamish@hotmail.com'  
<jpkamish@hotmail.com>; 'kstauffer@thearcnlc.org' <kstauffer@thearcnlc.org>;  
'kthompson@allianceforliving.org' <kthompson@allianceforliving.org>; 'lauren.pereira@ppsne.org'  
<lauren.pereira@ppsne.org>; 'megan.brown@tvcca.org' <megan.brown@tvcca.org>;  
'ncowser@secter.org' <ncowser@secter.org>; 'nickfischer@yahoo.com' <nickfischer@yahoo.com>;  
'oceanpellett@yahoo.com' <oceanpellett@yahoo.com>; 'pacopeco48@gmail.com'  
<pacopeco48@gmail.com>; 'pdavis@rcda.co' <pdavis@rcda.co>; 'president@mysticchamber.org'  
<president@mysticchamber.org>; 'president@sectwomensnetwork.org'  
<president@sectwomensnetwork.org>; 'riveram@newlondon.org' <riveram@newlondon.org>;  
'rmelmed@llhd.org' <rmelmed@llhd.org>; 'rmoller@noankcss.org' <rmoller@noankcss.org>;  
'rodneybutler@mptn-nsn.gov' <rodneybutler@mptn-nsn.gov>; 'rodrigd@chc1.com'  
<rodrigd@chc1.com>; 'steinmayer\_j@mitchell.edu' <steinmayer\_j@mitchell.edu>;  
'stephanyerclarke@gmail.com' <stephanyerclarke@gmail.com>; 'tlrei@conncoll.edu'  
<tlrei@conncoll.edu>; 'tsheridan@chamberect.com' <tsheridan@chamberect.com>;  
'unit2010@newlondonnaacp.org' <unit2010@newlondonnaacp.org>; 'victorg.villagra@gmail.com'  
<victorg.villagra@gmail.com>; 'virginia.mason@uwsect.org' <virginia.mason@uwsect.org>;  
'franciyh@chc1.com' <franciyh@chc1.com>; 'president@sectwomensnetwork.org'  
<president@sectwomensnetwork.org>; 'sprinttrack@hotmail.com' <sprinttrack@hotmail.com>

**Subject:** RE: Yale New Haven Health and Lawrence + Memorial Hospital - Invitation to July 6th public meeting

As part of Yale New Haven Health and Lawrence + Memorial Hospital's ongoing commitment to the community and in accordance with the conditions of regulatory approvals, Yale New Haven Health and Lawrence + Memorial Hospital will be hosting an open public meeting on July 6, 2017 at 6:00 pm at the Holiday Inn in New London.

At this meeting, Yale New Haven Health and Lawrence + Memorial Hospital will be sharing information about the progress of the affiliation over the course of the last nine months. Your input and feedback is welcome. Notice of this meeting has been published and will also be available on L+MH's website.

Please let me know if you have any questions. There is no need to RSVP.

Regards,

Kelly Sauders  
Independent Monitor

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## User, OHCA

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**From:** Roberts, Karen  
**Sent:** Monday, July 03, 2017 11:10 AM  
**To:** 'ksauders@deloitte.com'; User, OHCA  
**Cc:** Cotto, Carmen; Martone, Kim  
**Subject:** FW: Six-Month Independent Monitor Report for docket numbers 15-32032-CON and 32033-CON  
**Attachments:** Deloitte Independent Monitor Year 1 Six Month Report 04 07 2017.pdf

Hi Kelly – I have a question for you to look into regarding the submission of material in response to **Condition #6** of Docket Number 15-32033-CON. In your report filed on 4/7<sup>th</sup>, you indicate that the first filing for Condition #6 was filed on 3/7/2017, which is correct, that is the date it was submitted (Total Price by Top 25 most frequently utilized services table). However, subsequent to the filing on 3/7<sup>th</sup> we spoke in a conference call that this table is incorrect as it reflects a Fiscal Year (10/1/2015 to 9/30/2016) which is not in compliance with the condition as written. We indicated in the conference call that the first (baseline) filing is prior to the affiliation date and says in the Condition, September 1, 2015 – August 30, 2016. I don't see a refiling of this material in any of the subsequent emails for this docket number. Can you look into that and have it filed with OHCA using the correct dates at the earliest convenience.

Thank you. Karen

Sincerely,

*Karen Roberts*

Principal Health Care Analyst

Office of Health Care Access

Connecticut Department of Public Health

410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308

P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)



---

**From:** Sauders, Kelly (US - New York) [<mailto:ksauders@deloitte.com>]

**Sent:** Friday, April 7, 2017 4:13 PM

**To:** Capozzalo, Gayle <[Gayle.Capozzalo@ynhh.org](mailto:Gayle.Capozzalo@ynhh.org)>; PATEL, SHRADDHA <[SHRADDHA.PATEL@YNHH.ORG](mailto:SHRADDHA.PATEL@YNHH.ORG)>

**Cc:** Martone, Kim <[Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov)>; Roberts, Karen <[Karen.Roberts@ct.gov](mailto:Karen.Roberts@ct.gov)>; DeMerlis, Ryan John (US - Philadelphia) <[rdemerlis@DELOITTE.com](mailto:rdemerlis@DELOITTE.com)>; Mitchell, Kelly Rose (US - Boston) <[kellmitchell@deloitte.com](mailto:kellmitchell@deloitte.com)>

**Subject:** RE: Six-Month Independent Monitor Report for docket numbers 15-32032-CON and 32033-CON

Hello all – please see the attached report from Deloitte & Touche LLP which is the first six-month report due from the Independent Monitor for the period ending March 31, 2017. Let me know if you have any questions.

Regards,

Kelly

**Kelly J. Sauders**

Partner

Deloitte Advisory

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YNHHSC Independent Monitor Review  
Report for Six Month Reporting Period  
Ending March 31, 2017

April 7, 2017

This document was created pursuant to the engagement letter dated November 7, 2016 between Deloitte & Touche LLP (“D&T”) and Yale New Haven Health Services Corporation and its subsidiaries, and D&T understands that this document will be shared with the Connecticut Office of Health Care Access (“OHCA”) in its capacity as regulator. This document is not intended to be and should not be relied on by any other person or entity. D&T and its affiliated and related entities shall not be responsible for any loss sustained by any person or entity that relies on this document.

April 7, 2017

Ms. Gayle Capozzalo  
Executive Vice President and Chief Strategy Officer  
Yale New Haven Health  
789 Howard Avenue  
New Haven, CT 06519

Dear Ms. Capozzalo,

**Re: Deloitte & Touche LLP Six-Month Report as Independent Monitor per Docket Numbers 15-32032-CON and 15-32033-CON**

In accordance with our engagement letter dated November 7, 2016 (“Engagement Letter”), the attached report summarizes the findings from the work steps performed by Deloitte & Touche LLP (“D&T”), as requested by Yale New Haven Health (“YNHHSC”), with respect to the Independent Monitor role for the 6-month reporting period ending March 31, 2017.

Pursuant to the Engagement Letter, YNHHSC agrees that any deliverables provided to YNHHSC by D&T may be disclosed to the State of Connecticut’s Office of Health Care Access (“OHCA”) to the extent required by such regulator in connection with their regulatory oversight.

The services were performed in accordance with the Statement on Standards for Consulting Services that is issued by the American Institute of Certified Public Accountants (“AICPA”). The services did not constitute an engagement to provide audit, compilation, review, or attestation services as described in the pronouncements on professional standards issued by the AICPA, the Public Company Accounting Oversight Board, or other regulatory body and, therefore, D&T does not express an opinion or any other form of assurance as a result of performing the services.

Sincerely,



Deloitte & Touche LLP

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Pg. 2

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Note: OHCA page numbers referenced as they appeared on 4/7/17

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<b>II. Detailed Observations Table</b> .....	6



Key	
Complete	
In Progress	

## I. Executive Summary Table

Condition Number	Milestone Date	Completion Status
<b>Strategic Plan</b>		
15-32033-CON Condition 4	3/7/2017	
15-32033-CON Condition 19	3/7/2017	
15-32033-CON Condition 32b	5/31/2017	
15-32033-CON Condition 7	5/31/2017	
15-32033-CON Condition 5	1/19/2017	
15-32033-CON Condition 18	5/31/2017	
15-32033-CON Condition 32a	5/31/2017	
<b>Financial Reporting</b>		
15-32033-CON Condition 8	5/31/2017	
15-32033-CON Condition 32f	3/7/2017	
15-32032-CON Condition 7c	5/31/2017	
15-32033-CON Condition 6	3/7/2017	
<b>Cost and Market Impact Review</b>		
15-32033-CON Condition 22	12/7/2016	
15-32032-CON Condition 3	12/7/2016	
15-32032-CON Condition 4	12/7/2016	
15-32033-CON Condition 23	12/7/2016	
15-32033-CON Condition 20 Paragraph 1	12/31/2017	
15-32033-CON Condition 32c	5/31/2017	
15-32033-CON Condition 20 Paragraphs 2/3	6/30/2018	
15-32032-CON Condition 1	12/31/2017	
15-32032-CON Condition 7a	5/31/2017	
15-32033-CON Condition 21a	12/7/2016	
15-32032-CON Condition 2a	12/7/2016	
15-32033-CON Condition 21b	12/7/2016	
15-32032-CON Condition 2b	12/7/2016	
<b>Independent Monitor</b>		
15-32033-CON Condition 15	11/7/2016	
15-32033-CON Condition 16	2 per year; report due 30 days after visit	
15-32033-CON Condition 33	3/31/2017	
15-32032-CON Condition 8	Ongoing	

Key	
Complete	
In Progress	

Condition Number	Milestone Date	Completion Status
<b>Community Benefit</b>		
15-32033-CON Condition 11	Ongoing	
15-32033-CON Condition 31	12/31/2016	
15-32033-CON Condition 32h	11/30/2017	
15-32033-CON Condition 12	11/30/2017	
<b>Charity Care Policies</b>		
15-32033-CON Condition 9	Following closing	
15-32033-CON Condition 10	11/30/2017	
15-32033-CON Condition 32e	5/31/2017	
<b>Employment Conditions</b>		
15-32033-CON Condition 27	5/31/2017	
15-32033-CON Condition 32g	5/31/2017	
15-32033-CON Condition 28	5/31/2017	
15-32032-CON Condition 6	5/31/2017	
15-32033-CON Condition 29	5/31/2017	
15-32033-CON Condition 30	5/31/2017	
<b>Governance</b>		
15-32033-CON Condition 14	Following closing	
15-32033-CON Condition 17	Twice a year	
15-32033-CON Condition 26	9/28/2016	
<b>Licensure and Physician Office Conversion</b>		
15-32033-CON Condition 13	Ongoing	
15-32033-CON Condition 24	5/31/2017	
15-32033-CON Condition 32d	5/31/2017	
15-32032-CON Condition 5	5/31/2017	
15-32032-CON Condition 7b	5/31/2017	
15-32033-CON Condition 25	3/31/2017	

## I. Detailed Observations Table

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 4	<p>Within one hundred and eighty (180) days following the Closing Date of 9/8/16, YNHHS shall submit a plan demonstrating how health care services will be provided by L+MH for the first three years following the Transfer Agreement, including any consolidation, reduction, or elimination of existing services or introduction of new services (the "Services Plan"). The Services Plan will be provided in a format mutually agreed upon by OHCA and YNHHS. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p> <p>NOTE 1: This applies only to Eastern Connecticut which has been defined in the Affiliation Agreement as Tolland, Windham and New London counties.</p> <p>Note 2: Refer to Condition #19 which addresses the same/similar requirements</p>	3/7/2017	D&T will obtain a copy of the Services Plan/Strategic Plan submitted for Condition #4 and #19, verify timely submission, verify that it incorporates the required elements (e.g. describing any planned consolidation, reduction, or elimination of existing services or introduction of new services) and that it meets the 3-year requirement.	YNHHS submitted Services and Strategy Plan to OHCA in accordance with Conditions 4 and 19 on 1/19/2017.	<b>Pg. 478</b> (submission email) <b>Pg. 479 – 482</b> (documentation)
15-32033-CON Condition 19	<p>L+M and YNHHS shall develop a strategic plan to focus on the retention and enhancement of healthcare services in the primary service area, i.e. towns served by L+M, which assures patient affordability and is consistent with appropriate standards of care, quality, and accessibility. Such plan shall seek to minimize travel for patients requiring clinical services that can be provided appropriately at L+M service sites, and to support the return of patients back to L+M and its medical staff for care should patients be referred to other YNHHS affiliated facilities for specialized care not available locally. The strategic plan shall include but not be limited to the following components:</p> <p>a. L+M shall enhance access to primary care physician services in the Eastern Connecticut region by recruiting and retaining eight additional primary care providers and other providers required to respond to local community need, in accordance with the community needs assessment in paragraph 31 herein and shall accommodate improvements to delivery models including value based care during such period. L+M shall demonstrate annual progress toward achieving these goals.</p> <p>b. YNHHS and L+M shall abide by the resource commitments for clinical service programming as set forth in the Affiliation Agreement.</p> <p>NOTE 1: Refer to Condition #4 which addresses the same requirements.</p>	3/7/2017	D&T will obtain the Services Plan/Strategic Plan submitted for Condition #4 and #19 and review the plan for inclusion of these required components (as compared to the needs described within the Community Needs Assessment and the resource commitments within the Affiliation Agreement).	YNHHS submitted Services and Strategy Plan to OHCA in accordance with Conditions 4 and 19 on 1/19/2017.	<b>Pg. 478</b> (submission email) <b>Pg. 479 – 482</b> (documentation)

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Pg. 6

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Note: OHCA page numbers referenced as they appeared on 4/7/17

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 5	Until such time as the Services Plan is submitted , YNHHS shall provide OHCA with notice of any reallocation of inpatient beds and relocation of outpatient services for L+MH specific to those services that existed at L+MH as of the Decision Date. Such notice shall be provided within ten (10) days of any such reallocation or relocation and published on the website pages of L+MH. OHCA is imposing this Condition to ensure continued access to health care services for the patient population. NOTE 1: Cross-reference to Condition #18	1/19/2017	D&T will confirm that notices of reallocation or relocation were submitted in a timely manner and published on the L+MH website within ten days. Per related 15-32033-CON Condition #18, D&T will confirm that any changes or reallocation of services are not in conflict with the requirements of 15-32033-CON Condition #18.	Confirmed with YNHHS that through the submission of the Services Plan on 1/19/2017, no reallocation or relocation of inpatient beds or outpatient services was performed.	N/A

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Pg. 7

This document was created pursuant to the engagement letter dated November 7, 2016 between Deloitte & Touche LLP (“D&T”) and Yale New Haven Health Services Corporation and its subsidiaries, and D&T understands that this document will be shared with the Connecticut Office of Health Care Access (“OHCA”) in its capacity as regulator. This document is not intended to be and should not be relied on by any other person or entity. D&T and its affiliated and related entities shall not be responsible for any loss sustained by any person or entity that relies on this document.

Note: OHCA page numbers referenced as they appeared on 4/7/17

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 32f	<p>A detailed and comprehensive document showing a five-year plan (the "plan") to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include the following additional information in its annual report.</p> <p>i. Narrative updates on the progress of implementation of the plan. These updates shall include the status of integration activities and adoption by L+MH and L+M of YNHHS non-clinical shared services opportunities;</p> <p>ii. A report identifying L+M and L+MH cost saving totals since the Closing Date for the following Operating Expense Categories: Salaries and Wages, Fringe Benefits, Contractual Labor Fees, Medical Supplies and Pharmaceutical Costs, Depreciation and Amortization, Bad Debts, Interest Expense, Malpractice Expense, Utilities, Business Expenses and Other Operating Expenses. The categories shall be consistent with the major operating expense categories (Categories A,B,C,D,E,F,G,H,I,J, and K) that are in use at the time of reporting in the OHCA Hospital Reporting System ("HRS") Report 175 or successor report. YNHHS shall also file a narrative describing the specifics of the cost savings for each of these major expense categories;</p> <p>iii. A completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports; and</p> <p>iv. For L+MH, a completed Hospital Operating Expenses by Expense Category and Department report. The format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 175 or successor report.</p>	3/7/2017	<p>For 15-32033-CON Condition #32F, D&amp;T will obtain the Five-Year Plan prepared by YNHHS and the ongoing six month reports based on fiscal year. We will verify that the required elements are included in the report and are documented and supported by underlying information. We will confirm timely submission of all reports (OHCA's, HRS, Report 100, Report 150 and Report 175 and succession reports to OHCA.</p>	<p>YNHHS submitted Five-Year Plan to OHCA in accordance with Condition 32f on 3/7/2017.</p> <p>The milestone date for the six month report is 5/31/2017 for 15-32033-CON Condition 32f and 15-32032-CON Condition 7c.</p>	<p><b>Pg. 734</b> (submission email) <b>Pg. 736 – 737</b> (documentation)</p>

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 6	Within one hundred and eighty (180) days following the Closing Date, the Applicants shall file with OHCA the total price per "unit of service" for each of the top 25 most frequent MS-DRGs (inpatient) and top 25 most frequent CPT codes (outpatient) for L+MH services. The first filing shall be for the period October 1, 2015 – September 30, 2016. The Applicants shall provide the same information for three (3) full fiscal years thereafter, within sixty (60) days following the end of a fiscal year. OHCA shall provide the format for the filing. OHCA is imposing this condition to ensure that the proposed transfer of ownership does not adversely affect health care costs.	3/7/2017	D&T will obtain YNHHS's analysis of the top 25 most frequent MS-DRGs and CPT codes and related weighted average price information. D&T will review work papers to confirm information and timely filing. * 1st filing is due within 180 days (March 2017); 2nd filing is due 60 days after the close of FY2017 which is 11/30/17 and the 3rd filing is due 60 dates after the close of FY2018 which is 11/30/18.	YNHHS submitted analysis to OHCA in accordance with Condition 6 on 3/7/2017.	<b>Pg. 734</b> (submission email) <b>Pg. 735 and 738</b> (documentation)



Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 22	<p>Within ninety days of the Date of Closing, YNHHS shall initiate a cost and market impact review which shall comply with Connecticut General Statute Section 19a-639f, which such analysis shall include and shall be utilized to establish the baseline cost structure set forth below:</p> <p>a. Establishing a baseline cost structure and total price per unit of service (the "baseline CMIR") and establishing a cap on annual increases in total price per unit of service (as defined below) for L+MH and LMMG (the "annual CMIR update"). YNHHS shall retain an independent consultant, subject to OHCA's approval, to conduct the baseline CMIR and the annual CMIR update and shall pay all costs associated with the cost and market review. To the extent that all data is not available to comply with the provisions of section 19a-639f the baseline CMIR shall be adjusted to reflect such information when it becomes available.</p> <p>b. In conducting the baseline CMIR and annual CMIR update, the cost and market impact review shall analyze the factors relative to L+MH and LMMG in accordance with subsection (d) of section 19a-639f of the general statutes and the Eastern Connecticut market more specifically: (a) L+MH and LMMG's size and market share within their primary and secondary service areas; (b) L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services in Eastern Connecticut; (c) L+MH and LMMG cost and cost trends in comparison to total healthcare expenditures statewide; (d) the availability and accessibility of services similar to those provided by L+MH and LMMG in their primary and secondary service areas; (e) the role of L+MH and LMMG in serving at-risk, underserved and government payer populations, including those with behavioral, substance use disorder and mental health conditions, within their primary and secondary service areas; (f) the role of L+MH and LMMG in providing low margin or negative margin services within their primary and secondary service areas; (g) general market conditions for hospitals and medical foundations in the state and in Eastern Connecticut in particular; and (h) and other conditions that the independent consultant determines to be relevant to ensuring that L+MH and LMMG prices do not exceed the market price for similar services in Eastern Connecticut.</p>	12/7/2016	<p>D&amp;T will confirm that YNHHS initiated this review within 90 days of closing by obtaining a copy of the relevant contract/engagement letter as evidence. D&amp;T will also confirm that the analysis addresses the required elements.</p> <p>D&amp;T will obtain a copy of the CMIR performed by the Independent Consultant.</p> <p>D&amp;T will meet annually with the Independent Consultant.</p>	<p>YNHHS submitted documentation to OHCA supporting engagement of Independent Consultant, Milliman, in accordance with Condition on 11/29/2016.</p> <p>The Independent Monitor and Independent Consultant currently meet via conference call on a monthly basis.</p>	<p><b>Pg. 430</b> (submission email) <b>Pg. 431-454</b> (documentation)</p>

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
<p>15-32033- CON Condition 22  (continued)</p>	<p>c. In recognition that the baseline CMIR pursuant to Connecticut General Statute Section 19a-639f shall be conducted after the Date of Closing, in the event that the baseline CMIR finds a likelihood of materially increased prices as a result of the L+M affiliation with YNHHS, notwithstanding these conditions, the Commissioner of Public Health (Commissioner) and YNHHS shall meet and confer for the purposes of determining further conditions as necessary to correct such condition and to create a performance improvement plan to address the conditions. The Commissioner shall determine whether YNHHS is in compliance with such performance improvement plan. Prior to the end of each fiscal year, the independent consultant shall conduct the annual CMIR update and use the results of such annual CMIR update to establish a cap on any increase in the price per unit of service for the upcoming fiscal year. Nothing herein shall prohibit the independent consultant from considering and recommending any recommendations of the Certificate of Need Task Force on cost containment measures or a cap on annual cost or price increases.</p> <p>d. The independent consultant shall report to and take direction from the Commissioner. The independent consultant in establishing the cap shall take into consideration the cost reductions reflective of the efficiencies resulting from the affiliation and the annual cost of living of the primary service area or the Eastern Connecticut area.</p> <p>e. The independent consultant shall provide the baseline CMIR and the annual CMIR update to OHCA within thirty days of completion. OHCA shall keep confidential all nonpublic information and documents obtained as part of the baseline CMIR and the annual CMIR update and shall not disclose the information or documents to any person without the consent of YNHHS and L+M, unless required to do by law.</p>	<p>12/7/2016</p>	<p>D&amp;T will confirm that YNHHS initiated this review within 90 days of closing by obtaining a copy of the relevant contract/engagement letter as evidence. D&amp;T will also confirm that the analysis addresses the required elements.</p> <p>D&amp;T will obtain a copy of the CMIR performed by the Independent Consultant.</p> <p>D&amp;T will meet annually with the Independent Consultant.</p>	<p>No noted instances of non-compliance.</p>	<p><b>Pg. 430</b> (submission email) <b>Pg. 431-454</b> (documentation)</p>

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32032-CON Condition 3	<p>Within ninety days of the Date of Closing, YNHHS shall initiate a cost and market impact review which shall comply with Connecticut General Statute Section 19a-639f, which such analysis shall include and shall be utilized to establish the baseline cost structure set forth below:</p> <p>a. Establishing a baseline cost structure and total price per unit of service (the "baseline CMIR") and establishing a cap on annual increases in total price per unit of service (as defined in d. below) for L+MH and LMMG (the "annual CMIR update"). Yale New Haven shall retain an independent consultant, subject to OHCA's approval, to conduct the baseline CMIR and the annual CMIR update and shall pay all costs associated with the cost and market review. To the extent that all data is not available to comply with the provisions of section 19a-639f the baseline CMIR shall be adjusted to reflect such information when it becomes available.</p> <p>b. In conducting the baseline CMIR and annual CMIR update, the cost and market impact review shall analyze the factors relative to L+MH and LMMG in accordance with subsection (d) of section 10a-639f of the general statutes and the Eastern Connecticut market more specifically: (a) L+MH and LMMG's size and market share within their primary and secondary service areas; (b) L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services in Eastern Connecticut; (c) L+MH and LMMG cost and cost trends in comparison to total healthcare expenditures statewide; (d) the availability and accessibility of services similar to those provided by L+MH and LMMG in their primary and secondary service areas; (e) the role of L+MH and LMMG in serving at-risk, underserved and government payer populations, including those with behavioral, substance use disorder and mental health conditions, within their primary and secondary service areas; (f) the role of L+MH and LMMG in providing low margin or negative margin services within their primary and secondary service areas; (g) general market conditions for hospitals and medical foundations in the state and in Eastern Connecticut in particular; and (h) and other conditions that the independent consultant determines to be relevant to ensuring that L+MH and LMMG prices do not exceed the market price for similar services in Eastern Connecticut.</p>	12/7/2016	Refer to procedures for 15-32033-CON Condition #22 above.	<p>YNHHS submitted documentation to OHCA supporting engagement of Independent Consultant, Milliman, in accordance with Condition on 11/29/2016.</p> <p>The Independent Monitor and Independent Consultant currently meet via conference call on a monthly basis.</p>	<p><b>Pg. 430</b> (submission email) <b>Pg. 431-454</b> (documentation)</p>

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32032-CON Condition 3  (continued)	<p>c. In recognition that the baseline CMIR pursuant to Connecticut General Statute Section 19a-639f shall be conducted after the Date of Closing, in the event that the baseline CMIR finds a likelihood of materially increased prices as a result of the L+M affiliation with YNHHS, notwithstanding these conditions, the Commissioner of Public Health (Commissioner) and YNHHS shall meet and confer for the purpose of determining further conditions as necessary to correct such condition and to create a performance improvement plan to address the conditions. The Commissioner shall determine whether YNHHS is in compliance with such performance improvement plan. Prior to the end of each fiscal year, the independent consultant shall conduct the annual CMIR update and use the results of such annual CMIR update to establish a cap on any increase in the price per unit of service for the upcoming fiscal year. Nothing herein shall prohibit the independent consultant from considering and recommending any recommendations of the Certificate of Need Task Force on cost containment measures or a cap on annual cost or price increases.</p> <p>d. The independent consultant shall take direction from the Commissioner of the Department of Public Health. The independent consultant in establishing the cap shall take into consideration the cost reductions reflective of the efficiencies resulting from the affiliation and the annual cost of living of the primary service area or the Eastern Connecticut area.</p> <p>e. The independent consultant shall provide the baseline CMIR and the annual CMIR update to OHCA within thirty days of completion. OHCA shall keep confidential all nonpublic information and documents obtained as part of the baseline CMIR and the annual CMIR update and shall not disclose the information or documents to any person without the consent of YNHHS and L+M, unless required to do so by law. The confidential information and documents shall not be public records and shall be exempt from disclosure under Connecticut General Statute Section 1-210.</p>	12/7/2016	Refer to procedures for 15-32033-CON Condition #22 above.	No noted instances of non-compliance.	<p style="text-align: right;"><b>Pg. 430</b> (submission email) <b>Pg. 431-454</b> (documentation)</p>

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 23	<p>For purposes of determining the price per unit of service:</p> <p>f. A "unit of service" for inpatient hospital services shall be a case categorized by an ICD-9-DM/ICD-10-DM diagnosis code or a Diagnosis-Related Group (DRG) code and identified by the Connecticut Department of insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently occurring acute care hospital inpatient primary diagnoses, the fifty most frequently provided acute care hospital inpatient principal procedures, and the twenty-five most frequent inpatient surgical procedures.</p> <p>g. A "unit of service" for outpatient hospital services shall be a procedure or service categorized by a Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding (HCPC) code and identified by the Connecticut Department of Insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently provided outpatient procedures, the twenty-five most frequent outpatient surgical procedures and the twenty-five most frequent imaging procedures performed in the state.</p> <p>h. A "unit of service" for physician services shall be a work Relative Value Unit (wRVU).</p> <p>i. The baseline to be established as of the Date of Closing for L+M's total price per unit of service for physician services and inpatient and outpatient hospital services is inclusive of all administrative overhead, other ancillary fees including, but not limited to facility fees and the total price per unit shall reflect the total price of such service.</p> <p>j. All administrative costs for overhead, ancillary fees, facility fees or any other fees which are reflected in the total price per unit shall be determined by the independent consultant to be within any annual cap established.</p>	12/7/2016	<p>D&amp;T will obtain a copy of the CMIR performed by the Independent Consultant. D&amp;T will meet annually with the Independent Consultant.</p> <p>D&amp;T will not perform any additional procedures in the role of Monitor as it relates to 15-32033-CON Condition #23.</p>	<p>YNHHS submitted documentation to OHCA supporting engagement of Independent Consultant, Milliman, in accordance with Condition on 11/29/2016.</p> <p>The Independent Monitor and Independent Consultant currently meet via conference call on a monthly basis.</p>	<p><b>Pg. 430</b> (submission email) <b>Pg. 431-454</b> (documentation)</p>

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32032-CON Condition 4	<p>For purposes of determining the price per unit of service:</p> <p>a. A "unit of service" for inpatient hospital services shall be a case categorized by an ICD-9-DM/ICD-10-DM diagnosis code or a Diagnosis-Related Group (DRG) code and identified by the Connecticut Department of insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently occurring acute care hospital inpatient primary diagnoses, the fifty most frequently provided acute care hospital inpatient principal procedures, and the twenty-five most frequent inpatient surgical procedures.</p> <p>b. A "unit of service" for outpatient hospital services shall be a procedure or service categorized by a Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding (HCPC) code and identified by the Connecticut Department of Insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently provided outpatient procedures, the twenty-five most frequent surgical procedures and the twenty-five most frequent imaging procedures performed in the state.</p> <p>c. A "unit of service" for physician services shall be a work Relative Value Unit (wRVU).</p> <p>d. The baseline to be established as of the Date of Closing for L+M's total price per unit of service for physician services and inpatient and outpatient hospital services is inclusive of all administrative overhead, other ancillary fees including, but not limited to facility fees and the total price per unit shall reflect the total price of such service.</p> <p>e. All administrative costs for overhead, ancillary fees, facility fees or any other fees which are reflected in the total price per unit shall be determined by the independent consultant to be within any annual cap established.</p>	12/7/2016	<p>D&amp;T will obtain a copy of the CMIR performed by the Independent Consultant.</p> <p>D&amp;T will meet annually with the Independent Consultant.</p> <p>D&amp;T will not perform any additional procedures in the role of Monitor as it relates to 15-32033-CON Condition #23.</p>	<p>YNHHS submitted documentation to OHCA supporting engagement of Independent Consultant, Milliman, in accordance with Condition on 11/29/2016.</p> <p>The Independent Monitor and Independent Consultant currently meet via conference call on a monthly basis.</p>	<p><b>Pg. 430</b> (submission email) <b>Pg. 431-454</b> (documentation)</p>



Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 21a	With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG): a. LMMG and NEMG will integrate as of the Closing Date, and when NEMG is able to abide by the commitment set forth in paragraph 20 above, i.e. physicians providing services through NEMG to L + M patients, that were not providing services as of the Date of Closing, shall charge prices for services (site specific charges) based upon LMMG commercial health plan contracts and total price per unit of service, LMMG and NEMG shall implement the statutory merger contemplated in the Certificate of Need Application.	12/7/2016	D&T will receive samples of payer submissions for LMMG physicians and obtain YNHHS's Management Representation submitted to OHCA relative to compliance with 15-32033-CON Condition #21a.	YNHHS submitted a Management Representation in accordance with engaging an Independent Consultant to assess Condition 21a to OHCA on 11/29/2016.	<b>Pg. 430</b> (submission email) <b>Pg. 431-454</b> (documentation)
15-32032-CON Condition 2a	With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG): a. LMMG and NEMG will integrate as of the Closing Date, and when NEMG is able to abide by the commitment set forth in paragraph I above, i.e. physicians providing services through NEMG to L+M patients, that were not providing services as of the Date of Closing, shall charge prices for services (site specific charges) based upon LMMG commercial health plan contracts and total price per unit of service, LMMG and NEMG shall implement the statutory merger contemplated in the Certificate of Need Application.	12/7/2016	Refer to procedures for 15-32033-CON Condition #21a above.	YNHHS submitted a Management Representation in accordance with engaging an Independent Consultant to assess Condition 2a to OHCA on 11/29/2016.	<b>Pg. 430</b> (submission email) <b>Pg. 431-454</b> (documentation)
15-32033-CON Condition 21b	With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):  Physicians who are hired, recruited or contracted by a YNHHS affiliate to provide professional services (other than in a licensed hospital department) in the primary service area (which may from time to time change), currently the communities of East Lyme, Groton, Ledyard, Lyme, Montville, New London, North Stonington, Old Lyme, Preston, Salem, Stonington and Waterford, and in the following specialties shall be billed at the LMMG commercial health plan negotiated rates subject to the provisions of paragraph 20: family medicine; general medicine; internal medicine; obstetrics and gynecology; endocrinology; and psychiatry. Current LMMG physicians providing services in the primary service area as of the Date of Closing in any specialties shall be subject to the provisions of paragraph 20.	12/7/2016	D&T will obtain YNHHS's Management Representation submitted to OHCA relative to compliance with 15-32033-CON Condition #21b.	YNHHS submitted a Management Representation in accordance with engaging an Independent Consultant to assess Condition 21b to OHCA on 11/29/2016.	<b>Pg. 430</b> (submission email) <b>Pg. 431-454</b> (documentation)

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This document was created pursuant to the engagement letter dated November 7, 2016 between Deloitte & Touche LLP (“D&T”) and Yale New Haven Health Services Corporation and its subsidiaries, and D&T understands that this document will be shared with the Connecticut Office of Health Care Access (“OHCA”) in its capacity as regulator. This document is not intended to be and should not be relied on by any other person or entity. D&T and its affiliated and related entities shall not be responsible for any loss sustained by any person or entity that relies on this document.

Note: OHCA page numbers referenced as they appeared on 4/7/17

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32032- CON Condition 2b	With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG): b. Physicians who are hired, recruited or contracted by a YNHHS affiliate to provide professional services (other than in a licensed hospital department) in the primary service area (which may from time to time change), currently the communities of East Lyme, Groton, Ledyard, Lyme, Montville, New London, North Stonington, Old Lyme, Preston, Salem, Stonington and Waterford, and in the following specialties shall be billed at the LMMG commercial health plan negotiated rates subject to the provisions of paragraph 1: family medicine; general medicine; internal medicine; obstetrics and gynecology; endocrinology; and psychiatry. Current LMMG physicians providing services in the primary service area as of the Date of Closing in any specialties shall be subject to the provisions of paragraph 1.	12/7/2016	Refer to procedures for 15-32033-CON Condition #21b above.	YNHHS submitted a Management Representation in accordance with engaging an Independent Consultant to assess Condition 21b to OHCA on 11/29/2016.	<b>Pg. 430</b> (submission email) <b>Pg. 431-454</b> (documentation)
15-32033- CON Condition 15	Within sixty (60) days after the Closing Date, YNHHS shall contract with an Independent Monitor who has experience in hospital administration and regulation. The Independent Monitor shall be retained at the sole expense of YNHHS. Representatives of OHCA and FLIS will approve the Independent Monitor's appointment. The Independent Monitor shall be engaged for a minimum period of two (2) years following the Closing, which may be extended for another year at OHCA's and/or FLIS's discretion. The Independent Monitor will be responsible for monitoring the Applicants' compliance with the Conditions set forth in this Order. The Applicants shall provide the Independent Monitor with appropriate access to L+MH and its applicable records in order to enable the Independent Monitor to fulfill its functions hereunder. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify and monitor compliance with the conditions set forth herein. NOTE: See Condition #33a (appointment of Monitor requirement)	11/7/2016	D&T and YNHHS will execute an Engagement Letter by the required date. A copy of this Engagement Letter will be provided to OHCA.	Engagement Letter signed and submitted to OHCA on 11/7/2016.	<b>Pg. 322-324</b> (submission email) <b>Pg. 325-372</b> (documentation)

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 16	The Independent Monitor will report to both OHCA and FLIS. The Independent Monitor shall conduct on-site visits of L+MH on no less than a semi-annual basis to assess adherence to DPH's Consent Order. The Independent Monitor shall furnish a written report of his or her assessment to OHCA and FLIS within thirty (30) days of the completion of each on-site review. YNHHS will have the opportunity to review and provide written responses to the report. As OHCA deems necessary, the Independent Monitor shall meet with OHCA and FLIS personnel to discuss the written report and will perform additional periodic reviews. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify and monitor compliance with the Conditions set forth herein.	2 per year; report due 30 days after visit	D&T will plan, at a minimum, two site visits per year. The site visits will include meetings with Administration/Leadership and review of any documentation requested by D&T. D&T will provide a report that summarizes the activities from the prior six month period along with any recommendations or observations to YNHHS, OHCA, and FLIS. Procedures associated with 15-32033-CON Condition #16 are expected to coincide/satisfy 15-32033-CON Conditions 33b and 33d as well.	The first semi-annual site visit was completed on 3/1/2017. A brief report summarizing the site visit was submitted in accordance with Condition 16 on 3/23/2017.  D&T submitted report summarizing YNHHS activities to fulfill Conditions from the prior six month period on 04/07/2017.	Pg. 739 (submission email) Pg. 740-754 (documentation)

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 33	<p>In addition to the above, L+M and YNHHSO make the following commitment for a period of five years post-Closing:</p> <p>a. L+M and YNHHSO shall appoint an independent monitor at their own cost (selected by YNHHSO and L+M and approved by OHCA) to serve as a post-transfer compliance monitor.</p> <p>b. Such monitor shall, at a minimum meet with representatives of the L+M community at six months after the Date of Closing and annually and shall report to OHCA in accordance with Section 19a-639(e) of the general statutes and specifically address: (i) L+M's compliance with the Certificate of Need Order; and (ii) the level of community benefits and uncompensated care provided by L+M during the prior period.</p> <p>c. L+M shall provide the monitor with reasonable access to its public filings and facilities and all other financial information necessary for the purposes of carrying out the monitor's duties.</p> <p>d. L+M shall hold a public forum in New London at six months after the Date of Closing and not less than annually thereafter during the monitoring period to provide for public review and comment on the monitor's reports and findings.</p>	3/31/2017	<p>For 15-32033-CON Condition #33a, refer to 15-32033-CON Condition #15.</p> <p>15-32033-CON Condition #33b – D&amp;T will meet with CHNA/CHIP “participation group” in March 2017 for an initial introduction and will meet with this group annually thereafter to present the annual Monitor report. Relative to (ii), Refer to the procedures performed per Conditions #11 and #31. Minutes will be maintained by D&amp;T of these meetings and provided to OHCA upon request.</p> <p>With respect to 15-32033-CON #33d, D&amp;T will review the public notice and attend the public forum held by YNHHSO and confirm that it includes members of the CHIP (Community Health Improvement Program) group.</p>	<p>Engagement Letter signed and submitted to OHCA on 11/7/2016.</p> <p>Community Forum with “participation group” completed on 1/24/2017. Minutes were submitted to OHCA to summarize the Community Forum on 1/27/2017.</p> <p>D&amp;T reviewed the public notice and attended the public forum on 3/1/2017 and submitted Public Forum minutes to OHCA on 3/23/2017.</p>	<p><b>Engagement Letter</b> <b>Pg. 322-324</b> (submission email)</p> <p><b>Pg. 325-372</b> (documentation)</p> <p><b>Community Forum</b> <b>Pg. 488</b> (submission email)</p> <p><b>Pg. 488-506</b> (documentation)</p> <p><b>Public Forum</b> <b>Pg. 739</b> (submission email)</p> <p><b>Pg. 740-754</b> (documentation)</p>

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 33  (continued)	e. If the Independent Monitor determines that YNHHS and L+M are substantially out of compliance with the conditions to the CON, the monitor shall notify YNHHS and L+M in writing regarding the deficiency. Within two weeks of such notice, the monitor shall convene a meeting with representatives from YNHHS and L+M for the purpose of determining compliance and any appropriate corrective action plan. If YNHHS and L+M fail to implement a plan of correction satisfactory to the monitor within thirty days of such meeting, the monitor shall report such substantial non-compliance and its impact on health care costs and accessibility to OHCA. OHCA shall determine whether such non-compliance has had a material negative impact and what remedy is reasonably necessary to bring YNHHS and L + M into compliance and shall have the right to enforce these conditions by all means and remedies available to it under law and equity, including but not limited to Conn. Gen. Stat. 19a-642 and the right to impose and collect a civil penalty under Conn. Gen. Stat. 19a-653. In addition, in the event OHCA determines YNHHS and L+M are in material non-compliance, OHCA may order YNHHS and L+M to provide additional community benefits as necessary to mitigate the impact of such non-compliance.	3/31/2017	With respect to 15-32033-CON #33e, D&T agrees to provide written notice of any deficiencies as required.	No noted instances of non-compliance.	N/A

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32032-CON Condition 8	<p>In addition to the above, L+M and YNHHS shall make the following commitment for a period of five years post-Closing: a. L+M and YNHHS shall appoint an independent monitor at their own cost (selected by YNHHS and L+M and approved by OHCA) to serve as a post-transfer compliance monitor.</p> <p>a. L+M and YNHHS shall appoint an independent monitor at their own cost (selected by YNHHS and L+M and approved by OHCA) to serve as a post-transfer compliance monitor.</p> <p>b. Such monitor shall, at a minimum meet with representatives of the L+M community at six months after the Date of Closing and annually and shall report to OHCA in accordance with Section 19a-639(e) of the general statutes and specifically address: (i) L+M's compliance with the Certificate of Need Order; and (ii) the level of community benefits and uncompensated care provided by L+M during the prior period.</p> <p>c. L+M shall provide the monitor with reasonable access to its public filings and facilities and all other financial information necessary for the purposes of carrying out the monitor's duties.</p> <p>d. L+M shall hold a public forum in New London at six months after the Date of Closing and not less than annually thereafter during the monitoring period to provide for public review and comment on the monitor's reports and findings.</p>	3/31/2017	Refer to procedures for 15-32033-CON Condition #33 a through e above.	<p>Community Forum with "participation group" completed on 1/24/2017. Minutes were submitted to OHCA to summarize the Community Forum on 1/27/2017.</p> <p>D&amp;T reviewed the public notice and attended the public forum on 3/1/2017 and submitted Public Forum minutes to OHCA on 3/23/2017.</p>	<p><b>Community Forum Pg. 488</b> (submission email) <b>Pg. 488-506</b> (documentation)</p> <p><b>Public Forum Pg. 739</b> (submission email) <b>Pg. 740-754</b> (documentation)</p>



Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32032-CON Condition 8  (continued)	e. If the Independent Monitor determines that YNHHS and L+M are substantially out of compliance with the conditions to the CON, the monitor shall notify YNHHS and L+M in writing regarding the deficiency. Within two weeks of such notice, the monitor shall convene a meeting with representatives from YNHHS and L+M for the purpose of determining compliance and any appropriate corrective action plan. If YNHHS and L+M fail to implement a plan of correction satisfactory to the monitor within thirty days of such meeting, the monitor shall report such substantial noncompliance and its impact on health care costs and accessibility to OHCA. OHCA shall determine whether such non-compliance has had a material negative impact and what remedy is reasonably necessary to bring YNHHS and L + M into compliance and shall have the right to enforce these conditions by all means and remedies available to it under law and equity, including but not limited to Conn. Gen. Stat. 19a-642 and the right to impose and collect a civil penalty under Conn. Gen. Stat. 19a-653 In addition, in the event OHCA determines YNHHS and L+M are in material non-compliance, OHCA may order YNHHS and L+M to provide additional community benefits as necessary to mitigate the impact of such noncompliance.	Ongoing	Refer to procedures for 15-32033-CON Condition #33 a through e above.	No noted instances of non-compliance.	N/A
15-32033-CON Condition 31	L+M and YNHHS have agreed to maintain at least the same level of community benefit consistent with L+M's most recent Schedule H of IRS Form 990 and its Community Health Needs Assessment (CHNA). L+M and YNHHS agree to conduct an updated Community Health Needs Assessment by no later than December 31, 2016, and provide services in accordance with implementation plan adopted as part of the updated CHNA process and provide OHCA with its updated CHNA within thirty days of its approval.	12/31/2016	After obtaining L+M's baseline Schedule H of IRS Form 990, D&T will obtain and confirm that L+M and YNHHS have increased community benefit by 1% per year for the first three (3) years of this agreement. Thereafter for years 4 and 5, we will confirm that the level of community benefit provided in year 3 was at least maintained (not required to increase in years 4 and 5). Cross-reference to 15-32033-CON Condition #11.	Schedule H of 2015 IRS Form 990 was obtained on 1/6/2017.  Page references refer to submission letter for Condition 21 and CHNA.	<b>Pg. 161</b> (submission letter) <b>Pg. 162-262</b> (documentation)

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This document was created pursuant to the engagement letter dated November 7, 2016 between Deloitte & Touche LLP (“D&T”) and Yale New Haven Health Services Corporation and its subsidiaries, and D&T understands that this document will be shared with the Connecticut Office of Health Care Access (“OHCA”) in its capacity as regulator. This document is not intended to be and should not be relied on by any other person or entity. D&T and its affiliated and related entities shall not be responsible for any loss sustained by any person or entity that relies on this document.

Note: OHCA page numbers referenced as they appeared on 4/7/17

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 9	Following the Closing Date, L+MH will adopt YNHHS's financial assistance (charity and free care) policies or adopt other policies that are at least as generous and benevolent to the community as L+MH's current policies, consistent with state and federal law. These policies shall be posted on the website pages of L+MH and as additionally required by applicable law, OHCA is imposing this Condition to ensure continued access to health care services for the patient population.	Following closing	D&T will obtain copies of the relevant financial assistance policies and confirm that L+MH has adopted YNHHS's financial assistance policies (or policies at least as generous as these policies) using L+M Hospital board resolutions. After verifying that this step has been properly completed, we will confirm that these policies are properly posted on L+MH's website.	YNHHS submitted documentation to OHCA in accordance with Condition 9 including financial assistance policies on 2/21/2017.	<b>Pg. 514</b> (submission email) <b>Pg. 515-733</b> (documentation)
15-32033-CON Condition 32e	Affirmation that L+M has adopted the YNHHS Financial Assistance Program Policies currently in effect as of the date hereof, and that such Policies, if amended, provide assistance to patients that is at least as generous as the YNHHS Financial Assistance Program Policies currently in effect as of the date hereof.	5/31/2017	For 15-32033-CON Condition 32 requirements a through e and g, D&T will obtain a copy of YNHHS's Management Representation to OHCA that Condition 32 requirements a through e and g have been met.	YNHHS submitted documentation to OHCA in accordance with Condition 9 including financial assistance policies on 2/21/2017.  If future changes to policies are made, Independent Monitor will obtain YNHHS management representation that such policies are at least as generous as the YNHHS Financial Assistance Program Policies currently in effect.	<b>Pg. 514</b> (submission email) <b>Pg. 515-733</b> (documentation)

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations	OHCA Document Page Reference
15-32033-CON Condition 14	For three (3) years following the Closing Date, the Applicants shall allow for one (1) community representative to serve as voting members of L+MH's Board of Directors with rights and obligations consistent with other voting members under L+MH's Board of Director Bylaws. The Applicants shall select the community representative in a manner that ensures the appointment of an unbiased individual who will fairly represent the interests of the communities served by L+MH. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.	Following closing	D&T will confirm the appointment of this individual (community representative) to the L+MH Board as evidenced by Board minutes. We will discuss the selection process with Management and document our understanding of the selection process/qualifications of the individual.	Cathy Zall appointed as community representative as a voting member of the L+MH's Board of Directors on 12/8/2016.	<b>Pg. 465</b> (submission email) <b>Pg. 466-473</b> (documentation)
15-32033-CON Condition 17	For three (3) years following the Closing Date, the Applicants shall hold a meeting of the YNHHS Board and L+M Board ("Joint Board Meetings") at least twice annually. Such Joint Board Meetings shall be followed by a meeting to which the public is invited in advance and at which the public is informed of L+MH's activities and afforded an opportunity to ask questions and make comments. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.	Twice a year	To confirm compliance with this provision, D&T will obtain minutes from these Joint Board Meetings and confirm notice of the public meetings is posted with proper notice. D&T will attend the public meetings as part of the Monitor role.	The first Joint Board Meeting of the YNHHS Board and L+MH Board is scheduled for May 18-19, 2017.	N/A
15-32033-CON Condition 26	As described in the Affiliation Agreement, YNHHS is committed to maintaining local governance at L+M. The L+M Board of Directors shall continue as a fiduciary board composed of a majority of members who reside in the communities served by L+M with the only change in composition being the addition of the President/CEO of YNHHS (or his or her designee) serving as an ex-officio member. Each director of the L+M Board of Directors shall have an equal vote. The L+M Board shall be empowered and supported to oversee local performance and to create and sustain connections with the community. Subject to certain reserved powers for YNHHS, the L+M Board of directors will have the right to approve any major new programs and clinical services, or the discontinuation or consolidation of any such programs.	9/28/2016	D&T will obtain and evaluate the Board of Directors bylaws to confirm that L+M Board maintains rights and powers specified in the Order.	YNHHS provided Board of Directors bylaws to OHCA on 9/28/2016.	<b>Pg. 1</b> (submission email) <b>Pg. 55-66</b> (documentation)
15-32033-CON Condition 25	L+M shall attain cost savings as a result of the affiliation with YNHHS as described in the CON application.	3/31/2017	D&T will obtain and read YNHHS's reporting created per 15-32033-CON condition #32f.	YNHHS provided reporting to OHCA in accordance with Condition 25 on 3/29/2017.	<b>Pg. 757-758</b> (submission email) <b>Pg. 759-760</b> (documentation)

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Pg. 24

This document was created pursuant to the engagement letter dated November 7, 2016 between Deloitte & Touche LLP (“D&T”) and Yale New Haven Health Services Corporation and its subsidiaries, and D&T understands that this document will be shared with the Connecticut Office of Health Care Access (“OHCA”) in its capacity as regulator. This document is not intended to be and should not be relied on by any other person or entity. D&T and its affiliated and related entities shall not be responsible for any loss sustained by any person or entity that relies on this document.

Note: OHCA page numbers referenced as they appeared on 4/7/17

## User, OHCA

---

**From:** Roberts, Karen  
**Sent:** Monday, July 03, 2017 11:44 AM  
**To:** User, OHCA  
**Subject:** FW: Six-Month Independent Monitor Report for docket numbers 15-32032-CON and 32033-CON  
**Attachments:** Deloitte Independent Monitor Year 1 Six Month Report 04 07 2017.pdf  
**Follow Up Flag:** Follow up  
**Flag Status:** Completed

---

**From:** Roberts, Karen  
**Sent:** Monday, July 3, 2017 11:43 AM  
**To:** 'ksauders@deloitte.com' <ksauders@deloitte.com>  
**Cc:** Martone, Kim <Kimberly.Martone@ct.gov>; Cotto, Carmen <Carmen.Cotto@ct.gov>  
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Office of Health Care Access  
Connecticut Department of Public Health  
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**To:** Capozzalo, Gayle <[Gayle.Capozzalo@ynhh.org](mailto:Gayle.Capozzalo@ynhh.org)>; PATEL, SHRADDHA <[SHRADDHA.PATEL@YNHH.ORG](mailto:SHRADDHA.PATEL@YNHH.ORG)>

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Regards,

Kelly

**Kelly J. Sauders**

Partner

Deloitte Advisory

30 Rockefeller Plaza

New York, NY 10112

Office: 212 436 3180

Fax: 212 653 7033

Mobile: 518 469 0890

Email: [ksauders@deloitte.com](mailto:ksauders@deloitte.com)

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**To:** Sauders, Kelly (US - New York); Roberts, Karen  
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Mobile: 518 469 0890  
Email: [ksauders@deloitte.com](mailto:ksauders@deloitte.com)

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**To:** Sauders, Kelly (US - New York); Roberts, Karen  
**Cc:** Martone, Kim; User, OHCA  
**Subject:** RE: Six-Month Independent Monitor Report for docket numbers 15-32032-CON and 32033-CON

Hi Kelly,

Okay, thank you.

Please keep us posted.

Carmen Cotto, MBA  
Associate Health Care Analyst  
Office of Health Care Access  
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410 Capitol Avenue, MS#13HCA, P.O. Box 340308, Hartford, CT 06134  
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[www.ct.gov/dph](http://www.ct.gov/dph)

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---

**From:** Sauders, Kelly (US - New York) [<mailto:ksauders@deloitte.com>]

**Sent:** Friday, April 7, 2017 4:13 PM

**To:** Capozzalo, Gayle <[Gayle.Capozzalo@ynhh.org](mailto:Gayle.Capozzalo@ynhh.org)>; PATEL, SHRADDHA <[SHRADDHA.PATEL@YNHH.ORG](mailto:SHRADDHA.PATEL@YNHH.ORG)>

**Cc:** Martone, Kim <[Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov)>; Roberts, Karen <[Karen.Roberts@ct.gov](mailto:Karen.Roberts@ct.gov)>; DeMerlis, Ryan John (US - Philadelphia) <[rdeemerlis@DELOITTE.com](mailto:rdeemerlis@DELOITTE.com)>; Mitchell, Kelly Rose (US - Boston) <[kellmitchell@deloitte.com](mailto:kellmitchell@deloitte.com)>

**Subject:** RE: Six-Month Independent Monitor Report for docket numbers 15-32032-CON and 32033-CON

Hello all – please see the attached report from Deloitte & Touche LLP which is the first six-month report due from the Independent Monitor for the period ending March 31, 2017. Let me know if you have any questions.

Regards,  
Kelly

**Kelly J. Sauders**

Partner

Deloitte Advisory

30 Rockefeller Plaza

New York, NY 10112

Office: 212 436 3180

Fax: 212 653 7033

Mobile: 518 469 0890

Email: [ksauders@deloitte.com](mailto:ksauders@deloitte.com)

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## User, OHCA

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**From:** Roberts, Karen  
**Sent:** Wednesday, August 02, 2017 8:50 AM  
**To:** User, OHCA  
**Subject:** FW: YNHHSCL+MH Condition 15-32033-CON Condition 17  
**Attachments:** DT\_Public Forum 7.6.17 Minutes\_Final.pdf; Public Meeting Presentation FINAL 070617.pdf

---

**From:** Sauders, Kelly (US - New York) [mailto:ksauders@deloitte.com]  
**Sent:** Thursday, July 27, 2017 3:25 PM  
**To:** Martone, Kim <Kimberly.Martone@ct.gov>; Roberts, Karen <Karen.Roberts@ct.gov>  
**Cc:** Cotto, Carmen <Carmen.Cotto@ct.gov>; DeMerlis, Ryan John (US - Philadelphia) <rdemerlis@DELOITTE.com>  
**Subject:** RE: YNHHSCL+MH Condition 15-32033-CON Condition 17

Please see the attached presentation and minutes from the July 6<sup>th</sup>, 2017 Public Forum in New London, CT.

Regards,  
Kelly

**Kelly J. Sauders**

Partner  
Deloitte Advisory  
30 Rockefeller Plaza  
New York, NY 10112  
Office: 212 436 3180  
Fax: 212 653 7033  
Mobile: 518 469 0890  
Email: [ksauders@deloitte.com](mailto:ksauders@deloitte.com)

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## Minutes

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**Meeting:** L+MH New London Public Forum

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**Held on:** July 6, 2017 at 6:00 pm

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**Location:** Holiday Inn, New London, CT

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**Attendees** Patrick Green, Cathy Zall, Gayle Capozzalo, Vin Petrini, Kelly Sauders, Ryan DeMerlis, Martha Judd, Andrew Orefice, Naomi Rackleft, Barbara Sadowski, Jeanne Wehl, Dr. Steven Smith, Anita Dagan, Stephanie Johnson, Mirriam Thorbue, Christine Hammond, Julia Kushigan, Lynda McLAughlan, Representative Chris, Soto, Brad McCallister, Representative Kathleen McCarty, Ann Burbinski, Dale Cunnigh, Vicky Long, Rob Burick, Debbie Wyzatck, Brian Cole, Paul Read, Scott Martin, Janet Buckling, Rich Buckling, Diane Smith, William Schmaucker, Kelly Thomson, Mary Jackson, Donna Epps, Jeanne Milstein, Representative Holly Cheeseman, Mildred Devine, Bryl Hobart, George Shaw, Anna Shaw, Laurel Holmes, Kyle Ballou, El Parry, Steve Sigel, Jackie Blaice, Terry Mitchell, Ed Cramer, Jenny Cramer, Loch Spitz, Kristen Powers, Red Korecki, Harry Rodriguez, Neal Bobruff, Jackssan Bobruff, Paul Spirit, Lisa Dabroski, Alyssa Hammond, Ann Pratt, Frank Maclaughlin, Mayor Michael Passero, Andy Russell

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**Introduction** The meeting began at 6:00pm EST.

Gayle Capozzalo (Executive Vice President, Strategy and System Development and Chief Strategy Officer) provided a brief introduction to the group. She shared a few accomplishments of the affiliation and concluded by introducing Patrick Green (President and CEO, L+MH), Cathy Zall (Community Representative to the Board) and Vin Petrini (Senior Vice President, Public Affairs, YNHHS). She then provided the agenda for the evening.

**Agenda:**

Introductions  
Welcome from Patrick Green  
Report to Community by Cathy Zall  
Affiliation Progress by Vin Petrini  
Questions & Answers

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**Welcome** Patrick Green provided a brief introduction and overview of his background. He stated that his focus is to continue to partner with YNHHS and the community to secure services in the New London community. Mr. Green briefly highlighted accomplishments of that partnership from the past nine months, which included the stabilization of L+MH's financials (reducing loss from \$26m to \$9m), promoting cost savings and operational improvements, creating new jobs / preserving existing jobs in New London, and issuing a \$50,000 grant to the New London Community.

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**Report to the Community** Cathy Zall provided a series of brief remarks to provide a report to the community. She indicated that L+MH and YNHHS were progressing in prioritizing stabilizing the financials of

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L+MH. She stated that she believes that there has already been a commitment demonstrated from YNHHS and L+MH to a community partnership for better health.

Jeannie Milstein, Director of Human Services for the City of New London, provided an overview of partnerships and initiatives with the community, which included a \$5,000 donation to launch the first Sober House certification, a \$50,000 grant to the community to improve health outcomes, and other initiatives that foster coordination, communication, collaboration between hospital and community partners. One such example highlighted was establishing a system with first responders and hospitals to understand how best to triage transports to the hospital for those frequently hospitalized.

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**Affiliation  
Progress and  
Q&A**

Vin Petrini reinforced that the relationship between YNHHS and L+MH was the beginning of an important relationship with not only L+MH but also with the community of New London and the region. He provided a few remarks about the healthcare environment at the federal and state levels.

Mr. Petrini outlined affiliation initiatives and progress for first six months. Those included:

- Clinical Services Recruitment – highlighted mental health recruitment activities
- Infrastructure – messaged the success of the EPIC implementation
- Clinical Technology – outlined that there were two new units, 3D imaging, pharmacy renovation, and other technology to refresh the hospital.
- Community Need – stated that through the affiliation, they were working to build population health infrastructure to both reduce cost and improve early access to patients to improve detection.
- Group Purchasing – highlighted the benefits of purchasing supplies and goods at reduced costs, promoting efficiency.
- Employment – looking at effective ways to improve on structure while adding jobs where possible, including creating 40 new jobs in New London.

Mr. Petrini responded to several questions from the audience about various aspects of the financials, community benefit and ongoing affiliation activities.

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**Closing**

Mr. Petrini closed the meeting by thanking everyone for attending and confirmed there will be another public meeting, likely in the Fall.

The meeting was adjourned at 6:50pm EST.

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Yale  
NewHaven  
**Health**

# **Lawrence + Memorial Healthcare**

## Public Forum

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July 6, 2017

# Agenda

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Introductions
Welcome from Patrick Green
Report to Community by Cathy Zall
Affiliation Progress by Vin Petrini
Questions & Answers

## Investments for Period: 10/01/16 – 3/31/17

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<b>Clinical Services</b>		
Primary care Specialty care Ambulatory care Post-acute care	\$1.6 million	<ul style="list-style-type: none"> <li>• Primary care providers recruited</li> <li>• Addition of new specialists in neurosurgery/spine, oncology, and psychiatry</li> <li>• Recruitment within LMMG (now NEMG) in cardiology, obstetrics, general surgery, and psychiatry</li> </ul>

## Investments for Period: 10/01/16 – 3/31/17

Infrastructure		
Facilities Information technology	\$13.5 million	<p>L+M</p> <ul style="list-style-type: none"> <li>• New inpatient rehab beds</li> <li>• Parking garage repairs</li> <li>• Elevator rebuild</li> <li>• Upgraded security systems</li> <li>• Build and implementation of Epic</li> <li>• New enterprise resource planning system</li> <li>• Other IT (e.g. access control)</li> </ul> <p>LMMG (now NEMG)</p> <ul style="list-style-type: none"> <li>• General surgery relocation to main campus</li> </ul> <p>WH</p> <ul style="list-style-type: none"> <li>• HVAC renovations</li> <li>• Build and implementation of Epic</li> </ul>

## Investments for Period: 10/01/16 – 3/31/17

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Operational Improvements		
Clinical technology Corporate services support Branding	\$8.3 million	<ul style="list-style-type: none"> <li>• New tomosynthesis units at L+M and WH</li> <li>• L+M cancer center pharmacy renovation</li> <li>• Other minor equipment at L+M (e.g. video scope carts)</li> <li>• New gamma camera at WH</li> <li>• Support from corporate services to integrate L+M into the System</li> <li>• Website redesign</li> <li>• Increased advertising</li> <li>• Updated signage</li> </ul>



## Investments for Period: 10/01/16 – 3/31/17

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<b>Community Need / Building</b>		
Community need / building Population health	\$304,200	<ul style="list-style-type: none"> <li>• Support to Community Speaks Out, a non-profit organization, to fund training programs for sober houses in New London so they may meet national standards for quality and safety</li> <li>• Support to identify and develop strategies to address social determinants of health in two distressed areas of New London working collaboratively with residents</li> <li>• Early developments of population health infrastructure</li> </ul>

## Savings for Period: 10/01/16 – 3/31/17

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Categories	Projected Savings for the Period	Actual Savings for the Period	Variance
Wages and Benefits	\$942,540	\$1,433,669	\$491,129
Medical Supplies and Pharmaceuticals	\$670,000	\$679,868	\$9,868
Business Expense / Utilities	\$456,702	\$962,500	\$505,798
<b>Total</b>	<b>\$2,069,242</b>	<b>\$3,076,037</b>	<b>\$1,006,795</b>

Questions?

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## User, OHCA

---

**From:** Roberts, Karen  
**Sent:** Wednesday, August 02, 2017 8:51 AM  
**To:** User, OHCA  
**Subject:** FW: YNHHSCL+MH Docket #15-32033-CON: Conditions 16 and 18  
**Attachments:** Conditions 16 and 18 Independent Monitor Site Visit July 6 2017.pdf

---

**From:** Sauders, Kelly (US - New York) [mailto:ksauders@deloitte.com]  
**Sent:** Thursday, July 27, 2017 3:27 PM  
**To:** Martone, Kim <Kimberly.Martone@ct.gov>; Roberts, Karen <Karen.Roberts@ct.gov>; Cotto, Carmen <Carmen.Cotto@ct.gov>  
**Cc:** DeMerlis, Ryan John (US - Philadelphia) <rdemerlis@DELOITTE.com>  
**Subject:** RE: YNHHSCL+MH Docket #15-32033-CON: Conditions 16 and 18

Please see the attached summary re: our site visit on July 6, 2017.

Regards,  
Kelly

**Kelly J. Sauders**

Partner  
Deloitte Advisory  
30 Rockefeller Plaza  
New York, NY 10112  
Office: 212 436 3180  
Fax: 212 653 7033  
Mobile: 518 469 0890  
Email: [ksauders@deloitte.com](mailto:ksauders@deloitte.com)

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**Docket #15-32033-CON: Conditions 16 and 18**

**July 6, 2017**

**Condition 16:**

The Independent Monitor will report to both OHCA and FLIS. The Independent Monitor shall conduct on-site visits of L+MH on no less than a semi-annual basis<sup>1</sup> to assess adherence to DPH's Consent Order. The Independent Monitor shall furnish a written report of his or her assessment to OHCA and FLIS within thirty (30) days of the completion of each on-site review. YNHSC will have the opportunity to review and provide written responses to the report. As OHCA deems necessary, the Independent Monitor shall meet with OHCA and FLIS personnel to discuss the written report and will perform additional periodic reviews. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify and monitor compliance with the Conditions set forth herein.

**Condition 18:**

L+MH shall continue to maintain emergency room services, inpatient general medicine services, cardiology services (including emergency and elective PCI), inpatient obstetrics/gynecology services, inpatient behavioral health services, critical care unit services, and oncology services, which such services shall assure patient affordability and adhere to standards of care, quality, and accessibility and reflect local community need.

NOTE 1: See related Condition #1 which applies to the first 180 dates post-closing. Following that time, YNHSC is bound by Condition #4 and the Services Plan created per Condition #4

**Response:**

Deloitte & Touche Independent Monitor Kelly Sauders and Ryan DeMerlis visited Lawrence + Memorial Hospital (L+MH) on July 6, 2017. The site visit included a meeting with Victoria Vickers, Director of Accreditation, Safety and Regulatory Affairs, and Oliver Mayorga, MD, Chief Medical Officer. This meeting included a discussion about recent Centers for Medicare and Medicaid (CMS) and/or Department of Public Health (DPH) matters and L+MH's response, as well as the upcoming Public Forum. It was noted that there had been no decrease in services or unit closures since the last site visit. This includes maintaining emergency room services, inpatient general medicine services, cardiology services (including emergency and elective PCI), inpatient obstetrics/gynecology services, inpatient behavioral health services, critical care unit services, and oncology services.<sup>2</sup>

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<sup>1</sup> The semi-annual basis will be defined as six months post-closing and on the anniversary of the closing date to coincide with meetings with the community representatives per Conditions # 33b and 33d

<sup>2</sup> In support of this, the May 31, 2017 submission to OHCA on contained a management attestation to Condition 18.

## User, OHCA

---

**From:** Capozzalo, Gayle <Gayle.Capozzalo@ynhh.org>  
**Sent:** Wednesday, August 02, 2017 8:06 AM  
**To:** User, OHCA  
**Cc:** 'YNHHSCOHCAMonitor@deloitte.com'  
**Subject:** Docket 15-32033-CON: Condition 6  
**Attachments:** Revised Condition 6 - L+MH Top 25 Most Frequently Utilized Services (073117) SENT TO OHCA 080217.pdf

Attached please find the refiled copy of Condition 6 for Docket 15-32033-CON, originally submitted on March 7, 2017. This updated file modifies the reporting timeframe for this Condition to 9/1/15-8/30/16. There are no significant changes to the previously filed document. Please retract pg. 738 of the OHCA compliance documentation online and replace with this new file.

If you have any questions, please feel free to contact me.

Gayle

**Gayle Capozzalo**

Executive VP / Chief Strategy Officer

789 Howard Avenue; 1059 CB  
New Haven, CT 06519

**Phone:** 203-688-2605

**Fax:** 203-688-3472

**Email:** [gayle.capozzalo@ynhh.org](mailto:gayle.capozzalo@ynhh.org)

**YaleNewHavenHealth**

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**Templates for Reporting on L+MH Top 25 Most Frequently Utilized Services  
MS-DRGs (Inpatient) and CPT (Outpatient)  
Docket #15-32033-CON: Condition 6**

OHCA will receive an annual report of the total price per "unit of service" for MS-DRG and CPT codes each fiscal year through the end of FY 2019.

Condition 6: Within one hundred and eighty (180) days following the Closing Date, the Applicants shall file with OHCA the total price per "unit of service" for each of the top 25 most frequent MS-DRGs (inpatient) and top 25 most frequent CPT codes (outpatient) for L+MH services. The first filing shall be for the period September 1, 2015 - August 30, 2016. The Applicants shall provide the same information for three (3) full fiscal years thereafter, within sixty (60) days following the end of a fiscal year. OHCA shall provide the format for the filing. OHCA is imposing this condition to ensure that the proposed transfer of ownership does not adversely affect health care costs.

# L+MH Top 25 Most Frequently Utilized Services - MS-DRG (Inpatient) & CPT (Outpatient)

CT OHCA 15-32033 Condition 6

Re-submitted July 2017

September 1, 2015 - August 31, 2016

L+MH Top 25 MS-DRG Inpatient Codes		Total Price	L+MH Top 25 CPT Outpatient Codes		Total Price
1)	795 - NORMAL NEWBORN	\$ 1,517.97	1)	36415 - Routine venipuncture	\$ 4.84
2)	470 - MAJOR JOINT REPLACEMENT OR REATTACHMENT OF LOWER EXTREMITY W/O MCC	\$ 19,396.64	2)	99218 - Initial observation care	\$ 104.63
3)	775 - VAGINAL DELIVERY W/O COMPLICATING DIAGNOSES	\$ 5,594.68	3)	85025 - Complete cbc w/auto diff wbc	\$ 12.20
4)	885 - PSYCHOSES	\$ 8,142.37	4)	97110 - Therapeutic exercises	\$ 61.05
5)	871 - SEPTICEMIA OR SEVERE SEPSIS W/O MV >96 HOURS W MCC	\$ 13,864.71	5)	99283 -Emergency dept visit	\$ 323.56
6)	766 - CESAREAN SECTION W/O CC/MCC	\$ 8,739.97	6)	80053 -Comprehen metabolic panel	\$ 19.69
7)	794 - NEONATE W OTHER SIGNIFICANT PROBLEMS	\$ 2,365.08	7)	85610 -Prothrombin time	\$ 6.64
8)	392 - ESOPHAGITIS, GASTROENT & MISC DIGEST DISORDERS W/O MCC	\$ 6,275.91	8)	84443 -Assay thyroid stim hormone	\$ 25.88
9)	603 - CELLULITIS W/O MCC	\$ 6,347.94	9)	80061 -Lipid panel	\$ 21.44
10)	765 - CESAREAN SECTION W CC/MCC	\$ 9,237.08	10)	97140 -Manual therapy 1/> regions	\$ 63.58
11)	292 - HEART FAILURE & SHOCK W CC	\$ 7,333.87	11)	96361 -Hydrate iv infusion add-on	\$ 55.47
12)	190 - CHRONIC OBSTRUCTIVE PULMONARY DISEASE W MCC	\$ 8,400.01	12)	81001 -Urinalysis auto w/scope	\$ 6.13
13)	683 - RENAL FAILURE W CC	\$ 7,684.19	13)	82565 -Assay of creatinine	\$ 6.46
14)	191 - CHRONIC OBSTRUCTIVE PULMONARY DISEASE W CC	\$ 7,019.15	14)	80048 -Metabolic panel total ca	\$ 16.24
15)	65 - INTRACRANIAL HEMORRHAGE OR CEREBRAL INFARCTION W CC OR TPA IN 24 HRS	\$ 12,079.98	15)	84520 -Assay of urea nitrogen	\$ 5.19
16)	378 - G.I. HEMORRHAGE W CC	\$ 8,400.39	16)	88305 -Tissue exam by pathologist	\$ 47.23
17)	194 - SIMPLE PNEUMONIA & PLEURISY W CC	\$ 7,773.52	17)	82947 -Assay glucose blood quant	\$ 4.77
18)	287 - CIRCULATORY DISORDERS EXCEPT AMI, W CARD CATH W/O MCC	\$ 11,677.77	18)	87086 -Urine culture/colony count	\$ 12.52
19)	690 - KIDNEY & URINARY TRACT INFECTIONS W/O MCC	\$ 6,241.27	19)	82306 -Vitamin d 25 hydroxy	\$ 44.31
20)	872 - SEPTICEMIA OR SEVERE SEPSIS W/O MV >96 HOURS W/O MCC	\$ 8,667.40	20)	82310 -Assay of calcium	\$ 5.78
21)	460 - SPINAL FUSION EXCEPT CERVICAL W/O MCC	\$ 31,941.23	21)	84450 -Transferase (ast) (sgot)	\$ 6.28
22)	291 - HEART FAILURE & SHOCK W MCC	\$ 10,603.92	22)	93005 -Electrocardiogram tracing	\$ 87.28
23)	774 - VAGINAL DELIVERY W COMPLICATING DIAGNOSES	\$ 6,503.77	23)	71020 -Chest x-ray 2vw frontal&latl	\$ 69.84
24)	897 - ALCOHOL/DRUG ABUSE OR DEPENDENCE W/O REHABILITATION THERAPY W/O MCC	\$ 6,158.13	24)	77052 -Comp screen mammogram add-on	\$ 90.73
25)	641 - MISC DISORDERS OF NUTRITION,METABOLISM,FLUIDS/ELECTROLYTES W/O MCC	\$ 5,733.04	25)	97530 -Therapeutic activities	\$ 72.23

\*Total Price is defined as the weighted average price for all governmental and non-governmental payers  
Due internally to Regulatory 30 days prior to OHCA due date

## Olejarz, Barbara

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**Subject:** FW: Docket 15-32033-CON Affiliation of Lawrence + Memorial Corporation with Yale New Haven Health Services Corporation and Docket 15-32032-CON Merger of L&M Physician Association, Inc. and Northeast Medical Group

**Attachments:** YNHHS Response to L+M CMIR submitted by Milliman 090717.pdf

---

**From:** Capozzalo, Gayle [<mailto:Gayle.Capozzalo@ynhh.org>]  
**Sent:** Thursday, September 7, 2017 4:26 PM  
**To:** User, OHCA <[OHCA@ct.gov](mailto:OHCA@ct.gov)>  
**Cc:** 'YNHHSOHCAMonitor@deloitte.com' <[YNHHSOHCAMonitor@deloitte.com](mailto:YNHHSOHCAMonitor@deloitte.com)>; Patel, Shraddha <[SHRADDHA.PATEL@YNHH.ORG](mailto:SHRADDHA.PATEL@YNHH.ORG)>; Willcox, Jennifer <[Jennifer.Willcox@ynhh.org](mailto:Jennifer.Willcox@ynhh.org)>; Petrini, Vincent <[Vincent.Petrini@ynhh.org](mailto:Vincent.Petrini@ynhh.org)>; Tammaro, Vincent <[Vincent.Tammaro@ynhh.org](mailto:Vincent.Tammaro@ynhh.org)>; O'Connor, Christopher <[christopher.oconnor@ynhh.org](mailto:christopher.oconnor@ynhh.org)>; Green, Patrick <[Patrick.Green@LMHOSP.ORG](mailto:Patrick.Green@LMHOSP.ORG)>; Varkey, Prathibha <[Prathibha.Varkey@YNHH.ORG](mailto:Prathibha.Varkey@YNHH.ORG)>; Borgstrom, Marna <[Marna.Borgstrom@ynhh.org](mailto:Marna.Borgstrom@ynhh.org)>  
**Subject:** Docket 15-32033-CON Affiliation of Lawrence + Memorial Corporation with Yale New Haven Health Services Corporation and Docket 15-32032-CON Merger of L&M Physician Association, Inc. and Northeast Medical Group

Dear Kim,

Please find YNHHS's response to the L+M CMIR submitted by Milliman to comply with requirements of the agreed settlement between Yale New Haven Health Services Corporation and the Connecticut Department of Public Health (i.e., Condition 22 of Docket 15-32033-CON and Condition 3 of Docket 15-32032-CON). We request that this document be posted on OHCA's website and accompany Milliman's CMIR.

Thank you,

Gayle

Gayle Capozzalo, FACHE  
Chief Strategy Officer  
789 Howard Avenue  
New Haven, CT 06519  
**Phone:** 203-688-2605  
**Fax:** 203-688-3472  
[gayle.capozzalo@ynhh.org](mailto:gayle.capozzalo@ynhh.org)

**YaleNewHavenHealth**

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September 7, 2017

Kimberly Martone  
Director of Operations  
Department of Public Health  
Office of Health Care Access  
410 Capitol Avenue  
P.O. Box 340308  
Hartford, CT 06134

**RE: 15-32033-CON** Affiliation of  
Lawrence + Memorial Corporation  
with Yale New Haven Health  
Services Corporation

**15-32032-CON** Merger of L&M  
Physician Association, Inc. and  
Northeast Medical Group

Dear Ms. Martone,

As part of the approval of the affiliation of Lawrence + Memorial with Yale New Haven Health, an independent consultant reporting directly to the State Office of Health Care Access (OHCA) has delivered its conclusions regarding costs and pricing in the eastern Connecticut market and establishing caps on any increases Lawrence + Memorial Hospital and Northeast Medical Group can seek to negotiate with third party payers.

These conclusions are based upon a broad assessment of the eastern Connecticut market in high frequency inpatient, outpatient and physician services and comparisons between L+M's market basket fees and those of the rest of the defined market, inclusive of government payers. The report anticipates expected Medicare decreases for inpatient and outpatient services in January 2018 and declining reimbursements from the State's funding of inpatient and outpatient services covered by Medicaid. Medicare and Medicaid services represent 65 percent of L+M's discharges.

It is clear from this independent assessment that the impacts of Medicaid and Medicare cuts have seriously eroded L+M's financial position over time. While the impact of the state tax on hospitals was not directly factored into the report, it is equally clear that the provider tax on hospitals also had a direct and damaging impact on the financial viability of hospitals across the state, including Lawrence + Memorial Hospital.

**Gayle Capozzalo,**  
**Chief Strategy Officer**  
789 Howard Avenue  
New Haven, CT 06519  
**Phone:** 203-688-2605  
**Fax:** 203-688-3472

[Gayle.Capozzalo@ynhh.org](mailto:Gayle.Capozzalo@ynhh.org)  
ynhhs.org

These issues are complicated by the evolution of healthcare policy at the national level. With great concern about potential Medicaid cuts in the vicinity of \$750-800 billion over the next ten years, the situation could grow more complicated and more serious. This is especially true since Connecticut was one of the first expansion states under the Affordable Care Act and is particularly vulnerable to eligibility restrictions and funding over time. These risk factors are not accounted for in the report and its conclusions.

As a result of its full review of the current market conditions in eastern Connecticut, Milliman, the independent consultant, has concluded that Lawrence + Memorial Hospital trails its counterparts in reimbursement and would be able to sustain increases capped at the amounts set forth in the report for inpatient, outpatient and physician services without exceeding the market price for similar services in the region.

However, it is important to note that these rate increase caps are not simply applied. Instead, any rate increases are the result of vigorous negotiations with third party payers who have a defined interest in keeping costs low. As a result, the likelihood of achieving overall rate increases of this magnitude is remote. Additionally, Yale New Haven Health will work to ensure costs are controlled and will develop a collaborative approach with insurance companies and third party payers to ensure any rate increases are reasonable and sustainable in the region.

Sincerely,



Gayle Capozzalo  
Chief Strategy Officer

**Gayle Capozzalo,**  
**Chief Strategy Officer**  
789 Howard Avenue  
New Haven, CT 06519  
**Phone:** 203-688-2605  
**Fax:** 203-688-3472

[Gayle.Capozzalo@ynhh.org](mailto:Gayle.Capozzalo@ynhh.org)  
ynhhs.org

**User, OHCA**

---

**From:** Tia Sawhney <Tia.Sawhney@milliman.com>  
**Sent:** Thursday, September 07, 2017 5:15 PM  
**To:** User, OHCA  
**Cc:** YNHHSOHCAMonitor@deloitte.com; gayle.capozzalo@ynhh.org; Vincent.tammaro@ynhh.org; Vincent.petrini@ynhh.org; jennifer.willcox@ynhh.org; shraddha.patel@ynhh.org; elizabeth.gonsalves@ynhh.org; Bruce Pyenson  
**Subject:** Docket #15-32033-CON & #15-32032-CON - L+M/Yale compliance  
**Attachments:** LM CT CMIR Report\_20170810\_for OHCA\_submitted\_20170907.pdf

Dear Office of Health Care Access:

Attached is our Lawrence + Memorial Corporation Cost and Market Impact Review (CMIR). Please let me know if you have questions.

Thank you,  
Tia

**Tia Goss Sawhney**, DrPH, FSA, MAAA  
Healthcare Consultant and Actuary

**Milliman**  
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# Lawrence + Memorial Corporation

## Cost and Market Impact Review

August 10, 2017

**Prepared for:**

**Yale New Haven Health Services Corporation**  
**under the Auspices of the Connecticut Office of Health Care Access**

To Comply with Requirements of the Agreed Settlement between  
Yale New Haven Health Services Corporation  
And the Connecticut Department of Public Health

**Prepared by:**

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## KEY TERMS

The following key terms are referenced in the report.

Key Term	Acronym	Definition
Agreed Settlement		Document detailing terms of the agreement between YNHHS and DPH authorizing the transfer of ownership of L+MC and its subsidiaries to YNHHS
Ambulatory Payment Classification	APC	Unit used to determine reimbursement for outpatient services; an ambulatory payment classification is defined by a particular set of outpatient services
Calendar Year	CY	The year ending December 31 of a given year
Case Mix Adjusted Discharge	CMAD	Discharge with a relative weight of 1.00; see definition of relative weight below
Centers for Medicare and Medicaid Services	CMS	Federal agency responsible for Medicare and the partner with states for Medicaid
Charge		The total amount billed for a service, often has little relationship to price
Commercial Fee Cap		The limit on increases in total price per unit of service paid by commercial insurers
Commissioner		Commissioner of the Department of Public Health
Compound Annual Growth Rate	CAGR	Geometric average of the growth rate over a period of time, stated as percent growth per annum
Conversion Factor		Converts relative value units into payment rates; see definition of relative value units below
Cost Based Statistical Area	CBSA	Areas to which Medicare assigns wage indices
Cost and Market Impact Review	CMIR	A review required by Condition 22 of the Agreed Settlement
Department of Public Health	DPH	Connecticut department with hospital oversight responsibility; parent department of OHCA
Department of Social Services	DSS	Connecticut department responsible for Medicaid
Eastern Connecticut	E-CT	Tolland, Windham, and New London counties (includes Lawrence + Memorial Hospital)
Fee		Price per unit of service; see definition of price below
Fee Ratio		The ratio of L+MH average all payer fee to the market average all payer fee. Fee caps are set so that the ratio does not increase during the Agreed Settlement monitoring period
Fiscal Year	FY	The year ending September 30 of a given year, as defined by CT Hospital Financial Review Regulations for CT hospital reporting <sup>1</sup>
Freedom of Information Act	FOIA	An act that enables the requires the government to respond to public requests for information
Geographic Practice Cost Index	GPCI	GPCIs reflect the costs of intensity, practice expense, and malpractice insurance in an area compared to the national average costs
Hospital Fees		Hospital net revenue divided by the total MS-DRG relative weights for the hospital's discharges
Lawrence & Memorial Medical Group	LMMG	The physician group of Lawrence + Memorial Corporation

<sup>1</sup> State of Connecticut. Office of Health Care Access. *Hospital Financial Review Regulations*. N.p., n.d. Web. 4 May 2017. [http://www.ct.gov/dph/lib/dph/ohca/hospitalfillings/2017/hospital\\_financial\\_review\\_regulations.pdf](http://www.ct.gov/dph/lib/dph/ohca/hospitalfillings/2017/hospital_financial_review_regulations.pdf).

Key Term	Acronym	Definition
Lawrence + Memorial Corporation	L+MC or L+M	The parent organization of Lawrence + Memorial Hospital and Lawrence & Memorial Medical Group
Lawrence + Memorial Hospital	L+MH	The hospital organization of Lawrence + Memorial Corporation
Market		All CT providers, both in and outside eastern CT, serving eastern CT patients
Medicare Severity Diagnosis Related Group	MS-DRG	Unit used to determine reimbursement for inpatient services; a Medicare Severity Diagnosis Related Groups is defined by a particular set of patient attributes, which include principal diagnosis, specific secondary diagnoses, procedures, sex and discharge status <sup>2</sup>
MS-DRG Relative Weight	RW	A weight assigned to a MS-DRG that reflects the expected relative cost to a hospital to provide that MS-DRG; <i>relative weights do not average to 1.00</i>
Net Revenue		Total price, after adjustments, as reported in hospital financial statements
Non-Eastern CT	Non-E-CT	All CT counties excluding eastern CT (Tolland, Windham, and New London counties); excludes out of state counties
Office of Health Care Access	OHCA	An office of Connecticut's Department of Public Health
Payer		Medicare, Medicaid, commercial insurers, and other third parties that cover the cost of care
Price		The total amount paid for a service, inclusive of patient cost-sharing
Relative Value Unit	RVU	RVUs account for the relative resources used in furnishing a service
Unit of Service		For inpatient care: a MS-DRG relative weight of 1.00; for outpatient care: an APC with a relative weight of 1.00
Yale New Haven Health Services Corporation	YNHHSC Or YNH	The organization acquiring Lawrence + Memorial Corporation

<sup>2</sup> Centers for Medicare and Medicaid Services (CMS). *Defining the Medicare Severity Diagnosis Related Groups (MS-DRGs), Version 34.0*. N.p., n.d. Web. 4 May 2017. [https://www.cms.gov/ICD10Manual/version34-fullcode-cms/fullcode\\_cms/Defining\\_the\\_Medicare\\_Severity\\_Diagnosis\\_Related\\_Groups\\_\(MS-DRGs\)\\_PBL-038.pdf](https://www.cms.gov/ICD10Manual/version34-fullcode-cms/fullcode_cms/Defining_the_Medicare_Severity_Diagnosis_Related_Groups_(MS-DRGs)_PBL-038.pdf).

## COST AND MARKET IMPACT REVIEW

In early September 2016, the Connecticut (CT) Office of Health Care Access (OHCA) granted Yale New Haven Health Services Corporation (YNHHSC) approval to acquire Lawrence + Memorial Corporation (L+MC). The Agreed Settlement between YNHHSC and the CT Department of Public Health authorized the transfer of ownership of L+MC and its subsidiaries to YNHHSC. The Agreed Settlement had a number of terms, including requiring YNHHSC to engage an independent consultant to prepare a Cost and Market Impact Review (CMIR), evaluate the non-governmental price per unit service (fees) of services provided by L+MC's Lawrence + Memorial Hospital (L+MH) and Lawrence & Memorial Medical Group (LMMG), and annually set maximum fee increases (for 5 years for L+MH and for 28 months for LMMG). With OHCA approval, YNHHSC engaged Milliman as the independent consultant.

**As the independent consultant Milliman must satisfy the requirements of the Agreed Settlement and report to and take direction from the Commissioner.** Milliman is a global actuarial and financial services consulting firm that has been serving clients as an independent consultant for over 70 years. We serve a diverse client base, representing virtually all types of private, non-profit, and public sector enterprises in healthcare, employee benefits, investment consulting, life insurance, financial services, and property and casualty insurance. We have no agenda other than high quality work.

This document is Milliman's 2017 report to OHCA and YNHHSC, which is intended to satisfy requirements of the Agreed Settlement. It may not be suitable for other purposes.

## CMIR REQUIREMENTS

The Agreed Settlement's Condition 22 describes the information to be included in the CMIR. This report provides certain information specified in Conditions 22b, 22c, 22d, and 22e of the Agreed Settlement. Condition 22 is reproduced below (boldface added to highlight the role of the independent consultant).

22. *Within ninety days of the Date of Closing, YNHHSC shall initiate a cost and market impact review, which shall comply with Connecticut General Statute Section 19a-639f, which such analysis shall include and shall be utilized to establish the baseline cost structure set forth below:*
- a. *Establishing a baseline cost structure and total price per unit of service (the "baseline CMIR") and establishing a cap on annual increases in total price per unit of service (as defined below) for L+MH and LMMG (the "annual CMIR update"). YNHHSC shall retain an independent consultant, subject to OHCA's approval, to conduct the baseline CMIR and the annual CMIR update and shall pay all costs associated with the cost and market review. To the extent that all data is not available to comply with the provisions of section 19a-639f the baseline CMIR shall be adjusted to reflect such information when it becomes available.*
  - b. *In conducting the baseline CMIR and annual CMIR update, the cost and market impact review shall analyze the factors relative to L+MH and LMMG in accordance with subsection (d) of section 19a-639f of the general statutes and the Eastern Connecticut market more specifically: (a) L+MH and LMMG's size and market share within their primary and secondary service areas; (b) L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services in Eastern Connecticut; (c) L+MH and LMMG cost and cost trends in comparison to total healthcare expenditures statewide; (d) the availability and accessibility of services similar to those provided by L+MH and LMMG in their primary and secondary service areas; (e) the role of L+MH and LMMG in serving at-risk, underserved and government payer populations, including those with behavioral, substance use disorder and mental health conditions, within their primary and secondary service areas; (f) the role of L+MH and LMMG in providing low margin or negative margin services within their primary and secondary service areas; (g) general market conditions for hospitals and medical foundations in the state and in Eastern Connecticut in particular; and (h) and other conditions that the **independent consultant determines** to be relevant to ensuring that L+MH and LMMG prices do not exceed the market price for similar services in Eastern Connecticut.*
  - c. *In recognition that the baseline CMIR pursuant to Connecticut General Statute Section 19a-639f shall be conducted after the Date of Closing, in the event that the baseline CMIR finds a likelihood of materially*



increased prices as a result of the L+M affiliation with YNHHS, notwithstanding these conditions, the Commissioner of Public Health (Commissioner) and YNHHS shall meet and confer for the purposes of determining further conditions as necessary to correct such condition and to create a performance improvement plan to address the conditions. The Commissioner shall determine whether YNHHS is in compliance with such performance improvement plan. Prior to the end of each fiscal year, the **independent consultant shall conduct** the annual CMIR update and use the results of such annual CMIR update to establish a cap on any increase in the price per unit of service for the upcoming fiscal year. Nothing herein shall prohibit the **independent consultant from considering and recommending** any recommendations of the Certificate of Need Task Force on cost containment measures or a cap on annual cost or price increases.

- d. The **independent consultant shall report** to and take direction from the Commissioner. The independent consultant in establishing the cap shall take into consideration the cost reductions reflective of the efficiencies resulting from the affiliation and the annual cost of living of the primary service area or the Eastern Connecticut area.
- e. The **independent consultant shall provide** the baseline CMIR and the annual CMIR update to OHCA within thirty days of completion. OHCA shall keep confidential all nonpublic information and documents obtained as part of the baseline CMIR and the annual CMIR update and shall not disclose the information or documents to any person without the consent of YNHHS and L+M, unless required to do by law.

## METHODOLOGY SUMMARY

Our commercial fee cap methodology, as approved by OHCA:

1. Establishes market baskets of high frequency services for inpatient and outpatient hospital services and physician services.
2. Estimates the fiscal year 2016 (FY2016) average fee per market basket service across all payers for services provided by L+M and all hospitals and physicians serving E-CT patients (aka "the market"), and calculates the FY2016 ratio of L+M fees to market fees.
3. Projects the market basket fee changes and service changes, other than L+M commercial fee changes, from FY2016 to calendar year 2018 (CY2018).
4. Estimates the L+M commercial fee change from FY2016 to CY2018 that will allow L+M to maintain the FY2016 ratio of L+M fees across all payers to market fees across all payers and establishes that change as the commercial fee cap.

Following the expectations of the Agreed Settlement, we also review the Eastern Connecticut (E-CT) healthcare market and make non-fee cap recommendations.

**Fiscal years (FYs) for Connecticut hospitals end in September and calendar years (CYs) end in December.**

FY2016 is the year October 2015 through September 2016 and CY2018 is the year January 2018 through December 2018. Under the Agreed Settlement L+MC must maintain commercial fee contracts from the end of FY2016 to the beginning of CY2018 and may negotiate fee increases, subject to the fee cap, for CY2018 onward. Hence, for establishing the fee cap, FY2016 is our base period and CY2018 is the period for which we establish the fee cap. Next year we will establish inpatient and outpatient hospital fee caps for CY2019.

**Medicare and Medicaid fees impact the commercial fee cap.** The estimated average fees per market basket service and fee ratios are inclusive of all payers. Therefore, any Medicare or Medicaid fee change that differentially affects L+M relative to other hospitals serving E-CT patients will impact the calculation of L+M's commercial fee cap. The differential impact may be the result of L+M having a different fee change than the other hospitals or it may be due to L+M providing a disproportionate share (more or less) of Medicare or Medicaid market basket services relative to the other hospitals.

## MARKET REVIEW

Our review of the Eastern Connecticut (E-CT) healthcare market yielded the following observations:

### Hospital Inpatient Care

1. **E-CT patients had about 51,000 discharges in FY2016.** About 25,000 or about 50% of the discharges were for market basket MS-DRGs. Of these about 25,000 market basket MS-DRGs, 27% were from L+MH (see Exhibit 1).
2. **E-CT hospitals lost market share between FY2014 and FY2016.** The percent of E-CT patients discharged from E-CT hospitals, inclusive of L+MH, declined from 67.0% to 62.3% of discharges – a -6.9% change<sup>3</sup>. In FY2016, nearly 40% of E-CT patient discharges were from non-E-CT hospitals (see Exhibit 1).
3. **E-CT patients with commercial insurance are disproportionately cared for outside of E-CT relative to Medicare patients.** In FY2016 46.6% of commercial market basket MS-DRG discharges were from non-E-CT hospitals vs. 32.9% for Medicare discharges and 19.0% for Medicaid discharges (see Exhibit 2A).
4. **Patient volume for government payers grew from FY2014 to FY2016.** In FY2016 35.8% of market basket MS-DRG discharges were paid for by commercial payers (see Exhibit 2B). From FY2014 to FY2016, E-CT patient market basket MS-DRG discharges declined for commercial payers (-4.3%) and grew for Medicaid (+5.5%) and Medicare (+2.1%) payers (see Exhibit 2B).
5. **In FY2016, non-E-CT hospitals, on average, provide more high intensity care than E-CT hospitals.** In FY2016, non-E-CT market basket MS-DRG discharges had an average case mix per discharge of 1.42, while E-CT hospitals had an average case mix of 1.25 (see Exhibit 3).
6. **In FY2016, government payers paid much less than commercial payers did.** In FY2016, Medicare fees were \$7,717, Medicaid fees were \$5,359, and commercial payers fees \$12,467 per case mix adjusted discharge (CMAD), inclusive of patient cost sharing. Commercial payer fees more than double Medicaid fees (see Exhibit 4A).
7. **From FY2014 to FY2016, commercial fees per CMAD for hospitals serving E-CT patients increased by +4.3% per annum** (see Exhibit 4A).
8. **In FY2016, L+MH fees per CMAD were similar to other E-CT hospitals.** In FY2016, L+MH fees per CMAD were somewhat higher than that of other E-CT hospitals: +5.2% for Medicare, +3.5% for Medicaid, and +0.7% for commercial (see Exhibit 4B).
9. **Non-E-CT fees per CMAD were much higher than E-CT fees per CMAD across all payers.** In FY2016, fees per CMAD for non-E-CT hospitals were higher than that of E-CT hospitals: +9.2% for Medicare, +25.6% for Medicaid, and +22.6% for commercial (see Exhibit 4B).
10. **CT Medicaid has planned changes to fees that will disproportionately reduce fees for L+MH.** Medicaid has planned fee changes per CMAD between FY2016 and CY2018 of -12.8% for L+MH, -8.4% for other E-CT hospitals, and -6.8% for non-E-CT hospitals (see Exhibit 5A).
11. **L+MH's Medicare fees are expected to decrease significantly in January 2018 due to a change in L+MH's hospital geographic assignment while the fees for other E-CT and non-E-CT hospitals increase modestly.** January 2018 Medicare fees are expected to change -7.4% for L+MH, +1.9% for other E-CT hospitals, and +1.2% for non-E-CT hospitals (see Exhibit 5B).

**Medicare payments are based on statistical area assignments.** Medicare outpatient and inpatient payments are adjusted for local wage levels, using the wage indices that Medicare publishes for cost based statistical areas (CBSAs). CBSAs are typically metropolitan statistical areas (MSAs), and hospitals are generally assigned to the CBSA corresponding to their physical location. Medicare has, however, historically assigned L+MH to the Nassau County-Suffolk County, NY CBSA – a CBSA with a higher wage index than the New Haven-Milford, CT CBSA. Under the proposed Medicare rules for 2018, L+MH will be assigned to the CT CBSA – a CBSA with the same wage index as the New Haven-Milford, CT CBSA. L+MH is the only E-CT hospital that is currently assigned outside of its geographic CBSA.

<sup>3</sup> Changes in market share cited in this analysis are relative to the first period market share. For example if a hospital has a 20% market share that declines to 18%, then the hospital has lost 10% of its market share.

## Hospital Outpatient Care

1. **Outpatient care is a significant portion of hospital net revenue, particularly for E-CT hospitals.** Outpatient care represented 60.4% of FY2015 hospital net revenue for E-CT hospitals, and 42.8% of FY2015 hospital net revenue for non-E-CT hospitals providing services to E-CT patients (see Exhibit 6).
2. **Medicaid and Medicare represent a significant portion of outpatient net revenue for hospitals serving E-CT patients.** Medicare and Medicaid represent 38.1% of outpatient net revenue for L+MH, 38.0% of outpatient net revenue for other E-CT hospitals, and 36.3% of outpatient net revenue for non-E-CT hospitals (see Exhibit 6).
3. **E-CT patients receive a higher portion of their outpatient surgical care than ED care at non-E-CT hospitals.** According to CHIME, 35.5% of FY2016 outpatient hospital surgery discharges<sup>4</sup> for E-CT patients were from non-E-CT hospitals and 11.9% of ED discharges were from non-E-CT hospitals (see Exhibit 7).
4. **E-CT patients with Medicare or commercial insurance receive a higher portion of their outpatient surgical and ED care at non-E-CT hospitals than E-CT patients with Medicaid.** According to CHIME, 35.4% of Medicare and 37.9% of commercial FY2016 outpatient hospital surgery discharges for E-CT patients were from non-E-CT hospitals, whereas 29.3% of Medicaid discharges were from non-E-CT hospitals. Similarly, 10.7% of Medicare and 17.0% of commercial FY2016 ED market basket services for E-CT patients were from non-E-CT hospitals, whereas 8.1% of Medicaid ED market basket services were from non-E-CT hospitals (see Exhibit 7).
5. **CT outpatient hospital Medicaid Modernization, which was a significant change in outpatient hospital methodology, disproportionately reduced fees for L+MH.** In July 2016, CT Medicaid introduced an APC payment methodology. Medicaid outpatient fees increased somewhat (1.4%) for all hospitals serving E-CT patients, whereas fees decreased significantly (-11.0%) for L+MH (see Exhibit 8).

**CT hospital outpatient Medicaid Modernization.** Prior to July 2016, CT Medicaid hospital outpatient fees (for most services) were set at a hospital-specific percentage of the hospital's charges. The percentage was based on the hospital's cost to charge ratio. In July 2016, CT Medicaid implemented a Medicare-like payment system where most fees are paid using Medicare's APC methodology. Many individual hospitals saw significant outpatient fees change as a result of Medicaid Modernization, with some receiving higher fees while other received lower fees.

Under the modernized payment system, CT Medicaid uses Medicare's APC assignment rules, relative weights, and wage indices but sets its own APC fee per relative weight unit. CT Medicaid adjusts for labor costs through a wage index based on each hospital's CBSA corresponding to their physical location. Wage indices for a given CBSA can "bounce" somewhat from year to year. L+MH's January 2017 fee change relative to some other hospitals is due to a decline in the New Haven-Milford, CT wage index relative to other CT CBSAs.

6. **The January 2017 CT Medicaid fee update also reduced fees for L+MH.** Routine updating of Medicaid APC fees, effective January 2017, resulted in 0.0% change for all hospitals serving E-CT patients, but a -1.2% change for L+MH (see Exhibit 8).
7. **L+MH's outpatient hospital Medicare fees are expected to decrease significantly in January 2018 due to a change in L+MH's hospital geographic assignment.** January 2018 Medicare APC fees are expected to change -7.7% for L+MH, +1.4% for other E-CT hospitals, and +0.8% for non-E-CT hospitals (see Exhibit 9).

## Physician Care

1. **LMMG provided a consistent volume and payer-mix of market basket services in FY2015 and FY2016.** In FY2015, 43.6% LMMG's services were for E-CT patients with Medicare, 13.9% were for E-CT patients with Medicaid, and 41.5% were for E-CT patients with commercial insurance (see Exhibit 10). In FY2016, 44.1% LMMG's services were for E-CT patients with Medicare, 14.3% were for E-CT patients with Medicaid, and 40.8% were for E-CT patients with commercial insurance (see Exhibit 10).
2. **E-CT patients with Medicaid and Medicare receive the majority of their care in E-CT.** In CY2016, E-CT patients with Medicaid received 67.8% of their physician services from E-CT physicians and 32.2% from non-E-CT physicians

<sup>4</sup> "Discharges" is CHIME's term for an outpatient surgery procedure or an emergency room visit.

(see Exhibit 11). In CY2014, E-CT patients with Medicare received 66.5% of their physician services from E-CT physicians and 33.5% from non-E-CT physicians (see Exhibit 11).

3. **Medicare fees for all Medicare physicians in Connecticut have changed very modestly from CY2015 to CY2017.** Medicare fees changed -0.3% from CY2015 to CY2017 (see Exhibit 12).
4. **Medicaid fees for all Medicaid physicians in Connecticut have remained flat since September 2015 (beginning of FY2016).**
5. **In FY2015, LMMG's average Medicaid fees were about 85% of what Medicare fees would have been for the same services.**
6. **There are no announcements that indicate that Medicaid and Medicare fees will significantly change between now and CY2018.**

## FEE CAPS AND RECOMMENDATIONS

### Overview

In this section, in our role as an independent consultant, working to satisfy requirements of the Agreed Settlement, we estimate the fee caps for L+MC's average commercial fees for hospital inpatient, hospital outpatient, and physician care. According to the Agreed Settlement, fee caps are the highest permitted aggregate increase in L+MC or LMMG fees for CY 2018 relative to FY2016 — a span of 2.25 years from midpoint to midpoint. Fee increases for a particular commercial health plan may be more or less than the cap.

**Commercial fee increases within maintained health plan contracts are included in the fee cap.** Condition 20 of the Agreed Settlement requires L+MC to maintain health plan contracts that were in effect as of the date of closing (September 8, 2016) through December 31, 2017. Until January 1, 2018, L+MC commercial fees can increase only if there were fee increases already incorporated within these maintained contracts. L+MC must consider these previously negotiated fee increases when setting fees for CY 2018. According to the Agreed Settlement, the total commercial fee increase, including fee increases within maintained contracts, must not exceed the cumulative fee cap for inpatient, outpatient or physician services.

### Hospital Inpatient Fee Cap

**We estimate that L+MH could increase its commercial inpatient fees per market basket service +9.6% per annum or +22.9% cumulative between FY2016 and CY2018 and maintain the same fee ratio as FY2016. Therefore, the cumulative fee change cap for the period between FY2016 and CY2018 is +22.9%.<sup>5</sup>**

The fee cap is based upon the following considerations:

- a. The facts outlined in the Market Review section, including
  - i. Shifting of the distribution of E-CT hospital discharge market share to non-E-CT hospitals
  - ii. Annual growth in the average case mix per market basket discharge between FY2016 and CY2018
  - iii. Expected decrease in L+MH's Medicare fees in January 2018 due to a change in L+MH's hospital geographic assignment while the fees for other E-CT and non-E-CT hospitals increase modestly (see Exhibit 5B).
  - iv. Planned changes to CT Medicaid fees that will disproportionately reduce fees for L+MH (see Exhibit 5A).
- b. A 2.25 year span between FY2016 and CY2018.
- c. No shifts in the distribution of inpatient service mix by payer between FY2016 and CY2018
- d. Commercial fee increase of +4.0% for hospitals other than L+MH. The increase is consistent with the increase FY2014 to FY2016 by payer, rounded down (see Exhibit 4A).

Note: The three key determinates of the 5.6% per annum spread between L+MH's capped commercial fee increase (+9.6%) and the expected non-L+MH fee increase (+4.0%) are 1) the expected Medicare fee decrease in January 2018, 2) the planned CT Medicaid fee reductions, and 3) Medicare and Medicaid fee reductions on 65% of L+MH's discharges need to be balanced by commercial fee increases that are applicable to the other 35% of L+MH's discharges.

### Hospital Outpatient Fee Cap

**We estimate that L+MH could increase its commercial outpatient fees per market basket service +5.8% per annum or +13.5% cumulative between FY2016 and CY2018 and maintain the same fee ratio as FY2016. Therefore, the cumulative fee change cap for the period between FY2016 and CY2018 is +13.5%.**

The fee cap is based upon the following considerations:

- a. The facts outlined in the Market Review section, including

<sup>5</sup> Fee changes are to be measured by comparing the average commercial fee in CY2018 to the average commercial fees in FY2016.

- i. The significant decline in L+MH's Medicaid outpatient fees in July 2016 due to hospital outpatient Medicaid Modernization
- ii. L+MH's anticipated Medicare outpatient fee decrease as of January 2018
- b. A 2.25 year span between FY2016 and CY2018
- c. No shifts in the distribution of outpatient services or service mix by payer or by hospital between FY2016 and CY2018
- d. Assumptions for annual growth in fees
  - i. Commercial – for hospitals other than L+MH: +4.0% from CY2015 to CY2018
  - ii. Medicare – fee per APC relative weight unit: +0.5% from CY2017 to CY2018
  - iii. Medicaid – fee per APC relative weight unit: 0.0% from CY2017 to CY2018

Note: Only one-quarter of the impact of outpatient Medicaid Modernization is reflected L+MHs FY2016 fees and Medicare fees will in January 2018. Therefore, L+MH needs a significant above-market commercial outpatient fee increase to bring its CY2018 fee ratio (average all-payer fees relative to the market) to FY2016 levels.

### Physician Fee Cap

**We estimate that LMMG could increase its commercial physician fees per market basket service +3.5% per annum or +8.0% cumulative between FY2016 and CY2018 and maintain the same fee ratio as FY2016. Therefore, the cumulative fee change cap for the period between FY2016 and CY2018 is +8.0%.**

The cap is based upon the following considerations:

- a. The facts outlined in the Market Review section, including
  - i. No change in Medicaid and Medicare fee levels. There are no announcements that indicate that Medicaid and Medicare fees will significantly change between now and CY2018
- b. A 2.25 year span between FY2016 and CY2018
- c. No shifts in the distribution of physician services or service mix by payer between FY2016 and CY2018
- d. Assumptions for annual growth in fees
  - i. Commercial – for market and LMMG: +3.5% per annum from CY2015 to CY2016 based on various consultant reports
  - ii. Medicare – fee per service: flat from FY2016 to CY2018
  - iii. Medicaid – fee per service: flat from FY2016 to CY2018

### Non-Fee Cap Recommendation

1. **We recommend that OHCA consider not making this CMIR public.** There is a risk that if other hospitals serving E-CT patients know that L+MH is seeking commercial fee increases, these other hospitals will request increases themselves, potentially creating a multi-year upward spiral of fee increases.



## DATA AND METHODOLOGY

### HOSPITAL INPATIENT CARE

#### Overview

As described in our methodology below, we created a market basket of hospital inpatient discharges for the top MS-DRGs associated with CT's top inpatient primary diagnoses, principal procedures, surgical procedures, and surgical MS-DRGs. We then used Medicare MS-DRG relative weight factors to adjust for the case mix of the market basket discharges<sup>6</sup>, defining a case mix adjusted discharge (CMAD) as a discharge with a relative weight factor of 1.00. CMAD is our "unit of analysis" for purposes of recommending a fee cap.

For all payers, we estimated the fee per CMAD of a group of hospitals as the sum of its net revenue divided by the sum of its MS-DRG relative weight factors, where the sum of the MS-DRG relative weight factors is the sum of the product of the case mix index and number of discharges by hospital. The calculation for an individual hospital is the same, except without the summations.

$$\text{Fee per CMAD}_{\text{group of hospitals}} = \frac{\sum(\text{Net Revenue})_{\text{hospital}}}{\sum(\text{MS - DRG Relative Weight Factor})_{\text{hospital}}}$$

$$\text{Where } (\text{MS - DRG Relative Weight Factor})_{\text{hospital}} = (\text{Case Mix})_{\text{hospital}} * (\text{Unweighted Discharges})_{\text{hospital}}$$

The fee per CMAD calculation relies upon:

1. CT Hospital Information Management Exchange (CHIME) data to identify which hospitals provide the market basket MS-DRG discharges.
2. "Twelve Month Actual Filing" data filed with OHCA to estimate market basket inpatient discharge fees.

We describe hospital discharges and fees for FY2014 – FY2016. We project hospital discharges and their case mixes from FY2016 to CY2018, estimate Medicaid and Medicare fee changes from FY2016 to CY2018, and calculate the fee increase as the maximum commercial fee increase from FY2016 to CY2018 that will maintain L+MH's average fee relative to the market.

#### Data

We relied upon the following data sources for our inpatient analysis:

- CT Department of Insurance most common inpatient hospital service lists<sup>7</sup>.
- CT hospital discharge data from the CHIME<sup>8</sup> database as provided to us under a data use agreement by YNHHS, for the period 10/2013 through 9/2016.
- CT hospital "Twelve Month Actual Filing"<sup>9</sup> operational and financial data filed with OHCA, for FY2014, FY2015, and FY2016. Tabs within the Filing are referred to as "Reports" and have a number, such as Report 165.
  - FY2016 annual reports have not been reviewed by OHCA.

<sup>6</sup> Medicare MS-DRG relative weight factors are used by Medicare and other payers to compensate hospitals for more and less costly hospital discharges.

<sup>7</sup> Connecticut Department of Public Health. Access Health CT. *Connecticut Acute Care Hospital and Outpatient Surgical Facility Data: FY2015*. N.p., 1 Aug. 2016. Web. 4 May 2017. <http://www.ct.gov/dph/lib/dph/ohca/publications/2016/consumerhealthinformationreport.pdf>.

<sup>8</sup> "ChimeData Overview." *Chime*. Connecticut Hospital Association, n.d. Web. 4 May 2017. <http://www.chime.org/member-services/chimedata/chimedata-overview/>.

<sup>9</sup> "Twelve Month Filing 2015." *Department of Public Health*. State of Connecticut, n.d. Web. 4 May 2017. <http://www.ct.gov/dph/cwp/view.asp?a=3902&q=583316>.

- Two hospitals, Manchester Memorial Hospital and Rockville General Hospital, have filing extensions, which means that FY2015 annual reports are the latest available. We assumed that their reported values are unchanged from FY2015.
  - If new or amended data becomes available, the fee and trend values cited in this report may change. The data, however, is unlikely to have a substantial impact on the conclusions.
- Medicare fee per CMAD developed from the corrected final rules for CY2015 to CY2017 and the proposed rule for CY2018<sup>10,11,12,13,14</sup>.
- CT Medicaid fee schedules and fee schedule changes and analysis of fee schedule change impact by hospital from the DSS website<sup>15</sup>.
- Medicare financial impact analysis produced by CMS<sup>16,17,18</sup>.
- L+MH hospital outpatient claims and payment data.
- Other
  - County to zip code mapping provided by YNH and checked for reasonableness.
  - Medicare 2016 MS-DRG service weights<sup>10,11,19</sup>.

<sup>10</sup> "FY 2015 Final Rule Tables *Centers for Medicare and Medicare Services (CMS)*. N.p., n.d. Web. 4 May 2017. <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/AcuteInpatientPPS/FY2015-IPPS-Final-Rule-Home-Page-Items/FY2015-Final-Rule-Tables.html?DLPage=1&DLEntries=10&DLSort=0&DLSortDir=ascending>.

<sup>11</sup> "FY 2016 Final Rule and Correction Notice Data Files" *Centers for Medicare and Medicare Services (CMS)*. 4 May 2017. <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/AcuteInpatientPPS/FY2016-IPPS-Final-Rule-Home-Page-Items/FY2016-IPPS-Final-Rule-Data-Files.html?DLPage=1&DLEntries=10&DLSort=0&DLSortDir=ascending>.

<sup>12</sup> "FY 2017 Final Rule and Correction Notice Tables" *Centers for Medicare and Medicare Services (CMS)*. 23 June 2017. <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/AcuteInpatientPPS/FY2017-IPPS-Final-Rule-Home-Page-Items/FY2017-IPPS-Final-Rule-Tables.html?DLPage=1&DLEntries=10&DLSort=0&DLSortDir=ascending>

<sup>13</sup> "FY 2018 Proposed Rule Tables" *Centers for Medicare and Medicare Services (CMS)*. 23 June 2017. <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/AcuteInpatientPPS/FY2018-IPPS-Proposed-Rule-Home-Page-Items/FY2018-IPPS-Proposed-Rule-Tables.html?DLPage=1&DLEntries=10&DLSort=0&DLSortDir=ascending>

<sup>14</sup> "Acute Care Hospital Inpatient Prospective Payment System." 23 June 2017. <https://www.cms.gov/Outreach-and-Education/Medicare-Learning-Network-MLN/MLNProducts/downloads/AcutePaymtSysfctsh.pdf>.

<sup>15</sup> "Hospital Rates: Inpatient Rates." *Department of Social Services*. State of Connecticut, 1 Jan. 2017. Web. 4 May 2017. <http://www.ct.gov/dss/cwp/view.asp?a=4598&q=540318>.

<sup>16</sup> Centers for Medicare and Medicare Services (CMS). *Medicare Program; Hospital Inpatient Prospective Payment Systems for Acute Care Hospitals and the Long-Term Care Hospital Prospective Payment System Policy Changes and Fiscal Year 2016 Rates; Revisions of Quality Reporting Requirements for Specific Providers, including Changes Related to the Electronic Health Record Incentive Program; Extensions of the Medicare-Dependent, Small Rural Hospital Program and the Low Volume Payment Adjustment for Hospitals; Correction*. 192nd ed. Vol. 80. N.p.: n.p., n.d. *Federal Register*. 5 Oct. 2015. Web. 4 May 2017. <https://www.gpo.gov/fdsys/pkg/FR-2015-10-05/pdf/2015-25269.pdf>.

<sup>17</sup> Centers for Medicare and Medicare Services (CMS). *Medicare Program; Hospital Inpatient Prospective Payment Systems for Acute Care Hospitals and the Long-Term Care Hospital Prospective Payment System and Policy Changes and Fiscal Year 2017 Rates; Quality Reporting Requirements for Specific Providers; Graduate Medical Education; Hospital Notification Procedures Applicable to Beneficiaries Receiving Observation Services; Technical Changes Relating to Costs to Organizations and Medicare Cost Reports; Finalization of Interim Final Rules With Comment Period on LTCH PPS Payments for Severe Wounds, Modifications of Limitations on Redesignation by the Medicare Geographic Classification Review Board, and Extensions of Payments to MDHs and Low-Volume Hospitals; Correction*. 193rd ed. Vol. 81. N.p.: n.p., n.d. *Federal Register*. 5 Oct. 2016. Web. 4 May 2017. <https://www.gpo.gov/fdsys/pkg/FR-2016-10-05/pdf/2016-24042.pdf>.

<sup>18</sup> Centers for Medicare and Medicare Services (CMS). *Medicare Program; Hospital Inpatient Prospective Payment Systems for Acute Care Hospitals and the Long-Term Care Hospital Prospective Payment System and Proposed Policy Changes and Fiscal Year 2018 Rates; Quality Reporting Requirements for Specific Providers; Medicare and Medicaid Electronic Health Record (EHR) Incentive Program Requirements for Eligible Hospitals, Critical Access Hospitals, and Eligible Professionals; Provider-Based Status of Indian Health Service and Tribal Facilities and Organizations; Costs Reporting and Provider Requirements; Agreement Termination Notices*. 81st ed. Vol. 82. N.p.: n.p., n.d. *Federal Register*. 28 Apr. 2017. Web. 4 May 2017. <https://www.gpo.gov/fdsys/pkg/FR-2017-04-28/pdf/2017-07800.pdf>.

<sup>19</sup> "FY 2014 Final Rule Data Files" *Centers for Medicare and Medicare Services (CMS)*. N.p., 28 Jan. 2014. Web. 4 May 2017. <https://www.cms.gov/medicare/medicare-fee-for-service-payment/acuteinpatientpps/fy-2014-ippss-final-rule-home-page-items/fy-2014-ippss-final-rule-cms-1599-f-data-files.html>.

## Methodology

### Summarize Historical Discharges

#### **Step 1: Create set of inpatient market basket MS-DRGs.**

- a. **Identify relevant discharges:** Identify the CHIME FY2014-FY2015 statewide discharges related to one or more of the top inpatient primary diagnoses, principal procedures, surgical procedures, and surgical MS-DRGs as listed in the Department of Insurance (DOI) service lists.
- b. **Create market-basket MS-DRG list** (see Table 1). Count the FY2015 statewide discharges for each MS-DRG identified in Step 1a. Create list of the 50 MS-DRGs with the most discharges – the “market basket MS-DRGs.” Note: we used FY2014-FY2015 as the market basket years. Due to the October 2015 conversion to ICD-10, FY2015 was the last year that the ICD-9 codes corresponding to the DOI lists were available within CHIME.

#### **Step 2: Identify hospitals providing inpatient services to E-CT patients.**

- a. **Identify E-CT zip codes** (see Table 2).
- b. **Identify E-CT patient discharges.** Using patient residence zip codes, identify the CHIME FY2014-FY2015 statewide discharges for patients residing in E-CT.
- c. **Create a list of hospitals caring for E-CT patients.** Create a list of the hospitals responsible for 99%+ of the E-CT patient discharges for FY2014 and FY2015. This list contains 13 hospitals (see Table 3).
- d. **Group hospitals by region.** Group the 13 hospitals as L+M (1), other E-CT hospitals (5), non-E-CT hospitals (7) (see Table 3).

#### **Step 3: Assign payer categories and service weights to FY2014 to FY2016 CHIME discharges.**

- a. **Assign payer categories.** Map CHIME payers to payer categories (see Table 4A).
- b. **Assign relative weights.** Assign MS-DRG relative weights to each discharge.

#### **Step 4: Summarize the number of CHIME discharges and service weights from E-CT patient hospitals for market basket MS-DRG discharges by FY, facility, payer category, region.**

### Calculate Historical Fees

#### **Step 5: Collect data for the 13 hospitals** from the “**Twelve Month Actual Filings**”. Specifically:

- a. **Report 165:** Inpatient Net Revenue (by payer).
- b. **Report 185:** Discharges (by payer) and Case Mix Index (by payer).
- c. **Confirm that case mix index as reported in Twelve Month Actual Filings are average Medicare MS-DRG relative weights.**

#### **Step 6: Calculate average net revenue per case mix adjusted discharge and average case mix by hospital and payer.**

- a. **Map “Twelve Month Actual Filings” payers** to Medicare, Medicaid, commercial, uninsured, and other (see Table 4B).
- b. **Calculate average net revenue per case mix adjusted discharge by hospital and mapped payer.**

### Summarize Historical Discharges and Fees

#### **Step 7: Summarize historical discharges and fees.**

- a. Count market basket and non-market basket DRG discharges by fiscal year and hospital region and calculate the market basket percentage of total discharges (see Exhibit 1).
- b. For market basket DRG discharges, quantify discharges by year, hospital region, and payer (see Exhibit 2A & Exhibit 2B).

- c. For market basket DRG discharges, calculate average case mix by year, hospital region, and payer, where totals across regions and payers are weighted by market basket discharges (see Exhibit 3).
- d. For market basket DRG discharges, calculate average fees per CMAD, where totals across regions and payers are weighted by the product of market basket discharges and relative weight factors (see Exhibit 4A & Exhibit 4B).

Project Future Discharges, Case Mix, and Fees

**Step 8: Calculate scheduled Medicaid fee changes per CMAD from FY2016 to CY2018, where totals across regions and payers are weighted by the 2016 product of market basket MS-DRG discharges and average case mix.**

Note: CT Medicaid has/is implementing two inpatient fee changes. One was an all hospital 5% fee reduction as of January 2017 to adjust for unexpected high inpatient intensity after the implementation of hospital inpatient Medicaid Modernization in 2015. The other is 4-year adjustment of hospital-specific base fees, starting January 2017. While the 4-year adjustment is neutral across the state, hospitals serving E-CT patients will (on average) receive fee decreases and the fee decreases will be (on average) larger for E-CT hospitals than non-E-CT hospitals. Between FY2016 and CY2018, hospital basket weighted Medicaid fee decrease will be -12.8% for L+H, -8.4% for other E-CT hospitals, and -6.8% for non-E-CT hospitals (see Exhibit 5A).

**Step 9: Calculate scheduled Medicare fee changes per CMAD from FY2016 to CY2018, where totals across regions and payers are weighted by the product of the estimated market basket MS-DRG discharges and average case mix (see Exhibit 5B).**

**Step 10: Assign other values**

- a. A 2.25 year span between FY2016 and CY2018.
- b. No shifts in the distribution of inpatient service mix by payer between FY2016 and CY2018
- c. Assumptions for annual growth in fees per CMAD between FY2016 and CY2018:
  - i. Medicare, where L+MH's fees will increase modestly from FY2016 through CY2017, and then decrease in CY2018 due to a change in their geographic assignment. The rest of the market continues to increase modestly over FY2016 – CY2018. The figures below annualized and inclusive of all fee changes from FY2016 – CY2018(see Exhibit 5B)
    - 1. -2.8% L+MH
    - 2. +1.0% other E-CT
    - 3. +1.0% non-E-CT
  - ii. Medicaid, where L+MH's fees have decreased more than the market (see Exhibit 5A)
    - 1. -5.9% L+MH
    - 2. -3.8% other E-CT
    - 3. -3.1% non-E-CT
  - iii. Commercial fee increase of +4.0% for hospitals other than L+MH. The increase is consistent with the increase FY2014 to FY2016 by payer, rounded down (see Exhibit 4A).

**Step 11: Find the L+MH commercial fee increase that maintains the FY2016 ratio of L+MH all-payer fees per CMAD to total all-payer market fees per CMAD.**

## HOSPITAL OUTPATIENT CARE

### Overview

Hospital outpatient departments provide a variety of services, including emergency services, surgeries, diagnostic and screening tests, laboratory services, and imaging. A given outpatient visit, particularly an emergency or surgery visit, can result in a bill with a long list of service-line charges. Medicare pays for many, but not all, outpatient services using the Ambulatory Payment Classification (APC) system, a system that often groups the charges from a visit into a single payment – much like MS-DRGs are used to make a single payment for an inpatient admission. Some services, such as mammograms, are not grouped but paid as stand-alone services. On July 1, 2016, CT Medicaid implemented an outpatient payment system that is Medicare-like, including the use of APCs. Prior to July 2016, CT Medicaid paid for outpatient services using a cost-to-charge methodology.

Commercial payers are not required to use an APC methodology. If commercial payers do use an APC methodology, they may not use it consistently for all providers or all services. Furthermore, commercial fee levels vary dramatically among payers and providers paid by the same payer<sup>20</sup>.

As described below, we created a market basket of APCs and stand-alone services associated with CT's top outpatient services. 95%+ of the market basket services are APCs; the remainder are mammogram services. We grouped L+MH and market commercial-payer claims data into APCs to calculate APC commercial fees for market basket services, whether or not the payer used an APC methodology.

### Data

We relied upon the following data sources for our outpatient analysis:

- CT Department of Insurance most common outpatient hospital service lists<sup>21</sup>.
- Medicare rules for assigning outpatient services to payment methodologies and within the APC methodology to specific APCs<sup>22</sup>.
- CT hospital discharge data from the CT Hospital Information Management Exchange (CHIME)<sup>23</sup> database as provided to us under a data use agreement by YNHHS, for FY2016.
- CT hospital "Twelve Month Actual Filing" data filed with OHCA, for FY2015<sup>24</sup>. Tabs within the Filing are referred to as "Reports" and have a number, such as Report 165.
- CT Medicaid fee schedules and hospital outpatient Medicaid Modernization impact analysis by hospital from the DSS website<sup>25</sup>.
- CT Medicaid freedom of information act (FOIA) request for counts of outpatient market basket services provided July-December 2016 to E-CT Medicaid patients by hospital. Data was requested for the second half of 2016 as

<sup>20</sup> New York State Health Foundation. *Why Are Hospital Prices Different? An Examination of New York Hospital Reimbursement*. Gorman Actuarial, Dec. 2016. Web. 4 May 2017. <http://nyshealthfoundation.org/resources-and-reports/resource/an-examination-of-new-york-hospital-reimbursement>.

<sup>21</sup> Connecticut Department of Public Health. Access Health CT. *Connecticut Acute Care Hospital and Outpatient Surgical Facility Data: FY2015*. N.p., 1 Aug. 2016. Web. 4 May 2017. <http://www.ct.gov/dph/lib/dph/ohca/publications/2016/consumerhealthinformationreport.pdf>.

<sup>22</sup> "Hospital Outpatient Payment Methodology - Ambulatory Payment Classification (APC)." *Connecticut Department of Social Services*. N.p., n.d. Web. 4 May 2017. <https://www.ctdssmap.com/CTPortal/HospitalModernization/tabid/143/Default.aspx>

<sup>23</sup> "ChimeData Overview." *Chime*. Connecticut Hospital Association, n.d. Web. 4 May 2017. <http://www.chime.org/member-services/chimedata/chimedata-overview/>.

<sup>24</sup> "Twelve Month Filing 2015." *Department of Public Health*. State of Connecticut, n.d. Web. 4 May 2017. <http://www.ct.gov/dph/cwp/view.asp?a=3902&q=583316>.

<sup>25</sup> "Hospital Outpatient Reimbursement Modernization." *Connecticut Department of Social Services*. State of Connecticut, n.d. Web. 2 May 2017. <http://www.ct.gov/dss/cwp/view.asp?a=4598&q=563932>.

the market basket services are mostly APC services and CT Medicaid did not use an APC payment methodology until the second half of 2016.

- Medicare 5% sample of Medicare fee for service claims CY2014.<sup>26</sup>
- Medicare wage indices (known as “Table 2” and “Table 3”), from the corrected final rules for CY2015 to CY2017 and the proposed rule for CY2018<sup>27,28</sup>.
- Medicare APC payment per relative weight units CY2015 to CY2017<sup>29</sup>.
- Truven MarketScan and Milliman Consolidated Health Cost Guidelines Sources Database claims data for E-CT CY2014 and CY2015<sup>30</sup>.
- L+MH hospital outpatient service billing and payment (claims) data CY2016.
- Other
  - County to zip code mapping provided by YNH and checked for reasonableness.
  - Data from various sources for commercial outpatient hospital fee trends<sup>31</sup>.

## Methodology

### Summarize Outpatient Services

#### Step 1: Create set of outpatient market basket services.

- a. **Identify the payment methodology for top procedures.** Identify the Medicare (and CT Medicaid July 2016+) payment methodology associated with the top outpatient procedures, outpatient surgical procedures, and outpatient imaging procedures listed in the Department of Insurance (DOI) service lists.
- b. **Eliminate HCPCS codes that do not result in a distinct payment.** Eliminate HCPCS codes that are packaged into various APCs and are never or only sometimes distinctly paid and services are not eligible for payment.
- c. **Create a market basket list of APCs and HCPCS codes** (see Table 5).

#### Step 2: Estimate the distribution of market basket outpatient services by hospital for E-CT patients.

- a. **Identify E-CT (all-payer) CHIME patient emergency department and outpatient surgical discharges.** Using patient residence zip codes, identify the CHIME FY2016 statewide discharges for patients residing in E-CT.
- b. **Identify E-CT Medicaid market basket services.** Using data from a FOIA request, identify the statewide hospitals providing Medicaid market basket services for patients residing in E-CT.
- c. **Identify E-CT Medicare market basket services.** Using the Medicare 5% sample, identify the statewide hospitals providing Medicare market basket services for patient residing in the three counties of E-CT.
- d. **Estimate the distribution by hospital of market basket outpatient services for residents of E-CT for Medicaid, Medicare, and commercial payers by hospital area** (see Exhibit 7).

<sup>26</sup> Standard Analytical Files (Medicare Claims). *Centers for Medicare and Medicaid Services (CMS)*. N.p., n.d. Web. 23 Apr. 2017. <https://www.cms.gov/research-statistics-data-and-systems/files-for-order/limiteddatasets/standardanalyticalfiles.html>.

<sup>27</sup> "CMS-1655-F; CMS-1664-F; CMS-1632-F2; CMS-1655-CN2." *Centers for Medicare and Medicaid Services*. N.p., 2 Aug. 2016. Web. 2 May 2017. <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/AcuteInpatientPPS/FY2017-IPPS-Final-Rule-Home-Page-Items/FY2017-IPPS-Final-Rule-Regulations.html?DLPage=1&DLEntries=10&DLSort=0&DLSortDir=ascending>.

<sup>28</sup> "CMS-1677-P." *Centers for Medicare and Medicaid Services (CMS)*. N.p., 14 Apr. 2017. Web. 2 May 2017. <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/AcuteInpatientPPS/FY2018-IPPS-Proposed-Rule-Home-Page-Items/FY2018-IPPS-Proposed-Rule-Regulations.html>.

<sup>29</sup> "Hospital Outpatient PPS." *Centers for Medicare and Medicaid Services (CMS)*. N.p., 30 Dec. 2016. Web. 5 May 2017. <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/Hospitaloutpatientpps/?agree=yes&next=Accept>.

<sup>30</sup> MarketScan® Research Databases. *Truven Health Analytics*. N.p., n.d. Web. 25 Apr. 2017. <http://truvenhealth.com/markets/life-sciences/products/data-tools/marketscan-databases>.

<sup>31</sup> List of sources available upon request.



Calculate Historical and Current Fees

**Step 3: Track Medicare average APC fees from CY2015 to CY2017.**

- a. **Develop hospital fees** using each hospital's geographic assignment, the wage factor for the geography, and the national fee per APC relative weight unit.
- b. **Weight across hospitals** using each hospitals' proportion of Medicare market basket services, developed from the CY2015 Medicare 5% sample.

**Step 4: Track Medicaid average APC fees from July 2015 to CY2017.**

- c. **Develop hospital fees** using APC fee data and the hospital outpatient Medicaid Modernization impact analysis from the CT Medicaid website.
- d. **Weight across hospitals** using each hospitals' proportion of Medicaid market basket services, developed using data from the FOIA request.

**Step 5: Estimate commercial E-CT fee levels for FY2015** using Truven MarketScan and Milliman Consolidated Health Cost Guidelines Sources Database claims data.

**Step 6: Estimate commercial E-CT fee trends from FY2015 to FY2016** using various public sources.

**Step 7: Estimate L+MH's commercial hospital outpatient fees levels for FY2016** using billing and payment data provided by L+MH.

Estimate Payer Distribution

**Step 8: Estimate the service distribution by payer for the hospitals serving E-CT patients.**

- a. **Sum outpatient hospital net revenue by payer for the 13 hospitals.**
- b. **Adjust the distribution from Step 8a for differences in relative fees and impute the service distribution by payer** using the relative fee levels by payer calculated from Steps 4, 5, and 7.

Project Future Fees

**Step 9: Project CY2018 Medicare fees by hospital** using Medicare proposed wage indices and proposed CBSA assignments. Assume 0.5% increase in APC fee per relative weight unit.

**Step 10: Project CY2018 Medicaid fees by hospital** using Medicaid proposed wage indices and geographical CBSA assignments. Assume no change in APC fee per relative weight unit.

**Step 11: Project CY2018 commercial fees (in total for non-L+MH hospitals).** Assume a 4% non-L+MH trend continues for the 2.25 year span between FY2016 and CY2018

**Step 12: Find the L+MH FY2018 commercial fee that maintains the FY2016 ratio of L+MH fees to total market fee** using the CY2016 historical fees and the projected CY2018 fees. Weight across hospitals using results from Step 3. Weight across payers (same weight for all hospitals) using result of Step 9.

## PHYSICIAN CARE

### Overview

Physician groups provide services including office visits, surgical procedures, anesthesia services, laboratory services, and other diagnostic and therapeutic services. Physician groups provide these services in several settings including offices, hospitals, skilled nursing facilities, and others. A physician may bill one or several services for a single patient interaction.

Medicare pays for most physician services using a formula that incorporates time and intensity of the service (work), costs of maintaining a practice (practice expense or PE), and costs of malpractice insurance (MP). Each component is quantified using relative value units (RVU) adjusted for geographic variations using geographic practice cost indices (GPCI). Medicare uses a different approach to set fees for laboratory services. The sum of these pieces is then multiplied by a conversion factor to generate the payment for a given service. This is described in the following formula:

$$\begin{aligned} \text{Physician Fee} = & (\text{Work RVU} \times \text{CT Work GPCI}) \\ & + (\text{PE RVU} \times \text{CT PE GPCI}) \\ & + (\text{MP RVU} \times \text{CT MP GPCI}) \end{aligned}$$

CT Medicaid pays for physician services using a fee schedule available on the DSS website. Commercial fee levels vary between payers and between various providers paid by the same payer.

As described below, we created a market basket of HCPCS associated with LMMG's top physician services.

### Data

We relied upon the following data sources for our physician analysis:

- LMMG physician billing data for physician services provided from October 2014 – June 2016.
- CT Medicaid fee schedules from the DSS website<sup>32</sup>.
- CT Medicaid freedom of information act (FOIA) request for counts of market basket physician services provided CY2016 to E-CT patients by LMMG physicians and other physicians by geographical area.
- Medicare 5% sample of Medicare fee for service claims CY2014<sup>33</sup>.
- Medicare conversion factors from CY2015 to CY2016<sup>34</sup> and for CY2017<sup>35</sup>.
- Medicare geographic practice cost indices for CY2015<sup>36</sup> and from CY2016 to CY2017<sup>37</sup>.

<sup>32</sup> Connecticut Provider Fee Schedule. *Connecticut Department of Social Services*. N.p., n.d. Web. 21 May 2017. <https://www.ctdssmap.com/CTPortal/Provider/ProviderFeeScheduleDownload/tabid/54/Default.aspx>.

<sup>33</sup> Standard Analytical Files (Medicare Claims). *Centers for Medicare and Medicaid Services (CMS)*. N.p., n.d. Web. 23 Apr. 2017. <https://www.cms.gov/research-statistics-data-and-systems/files-for-order/limiteddatasets/standardanalyticalfiles.html>.

<sup>34</sup> "History of Medicare Conversion Factors." *American Academy of Pediatrics*, n.d. Web. 3 June 2017. [https://www.aap.org/en-us/Documents/coding\\_valuationpayment\\_medicare\\_conversion\\_factor\\_history.pdf](https://www.aap.org/en-us/Documents/coding_valuationpayment_medicare_conversion_factor_history.pdf).

<sup>35</sup> "Final Policy, Payment, and Quality Provisions in the Medicare Physician Fee Schedule for Calendar Year (CY) 2017." *Centers for Medicare and Medicaid Services (CMS)*. N.p., 2 Nov. 2016. Web. 2 June 2017. <https://www.cms.gov/newsroom/mediareleasedatabase/fact-sheets/2016-fact-sheets-items/2016-11-02.html>.

<sup>36</sup> "CMS-1612-FC." *Centers for Medicare and Medicaid Services (CMS)*. N.p., 13 Nov. 2014. Web. 3 June 2017. <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/PhysicianFeeSched/PFS-Federal-Regulation-Notices-Items/CMS-1612-FC.html>.

<sup>37</sup> "CMS-1654-F." *Centers for Medicare and Medicaid Services (CMS)*. N.p., 19 Jan. 2017. Web. 5 June 2017. <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/PhysicianFeeSched/PFS-Federal-Regulation-Notices-Items/CMS-1654-F.html>.

- Medicare HCPCS payment per relative weight units for CY2015<sup>38</sup> and from CY2016 to CY2017<sup>39</sup>.
- NPI registry data<sup>40</sup>.
- Other
  - County to zip code mapping provided by YNH and checked for reasonableness.
  - Data from various sources for commercial physician fee trends<sup>41</sup>.

## Methodology

### Summarize Physician Services

#### **Step 1: Create set of physician market basket services.**

- a. **Rank order by frequency of procedure codes for physician services provided by LMMG.** Count the number of procedures performed at LMMG in June 2016 by HCPCS code and select the most common procedures.
- b. **Eliminate procedure codes that are not for payment purposes or are invalid.**
- c. **Create a market basket list of 25 HCPCS codes** (see Table 6).

#### **Step 2: Calculate the distribution of market basket physician services by payer for services performed at LMMG.**

- a. **Map “financial class” that appears in LMMG data to Medicare, Medicaid, commercial, or other** (see Table 7).
- b. **Map each location in LMMG data as “facility” or “non-facility”.** Each location is first mapped to a CMS Location Type using a table provided by LMMG (see Table 8). The CMS Location Type is used to determine if the location is considered “Non-Facility” or “Facility”.
- c. **Calculate the distribution of market basket physician services by payer for E-CT patients for FY2015 and FY2016** (see Exhibit 10). The LMMG data contains all 12 months of FY2015, but only the first 8.5 months of FY2016, because L+MH switched accounting systems mid-June 2016. October 2015 – May 2016 services were annualized to estimate the total services provided in FY2016.
- d. **Calculate Medicaid allowed as a percent of Medicare allowed for market basket physician services.** For market basket services provided to Medicaid patients, calculate the Medicare allowed amounts using the 2017 Medicare fee schedule.

#### **Step 3: Calculate the percent of market basket services provided by LMMG, other E-CT physicians, and non-E-CT physicians.**

- a. **Calculate the percent of Medicaid market basket physician services provided by LMMG, other E-CT physicians, and non-E-CT physicians** using data provided by CT Medicaid via a FOIA request.
- b. **Calculate the percent of Medicare market basket services provided by LMMG, other E-CT physicians, and non-E-CT physicians.**
  - i. **Identify E-CT zip codes** (see Table 2).
  - ii. **Identify the E-CT and non-E-CT market basket services by HCPCS code and physician NPI and listed zip code with the Medicare 5% sample.**

<sup>38</sup> "CMS-1612-FC." Centers for Medicare and Medicaid Services (CMS). N.p., 13 Nov. 2014. Web. 3 June 2017. <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/PhysicianFeeSched/PFS-Federal-Regulation-Notices-Items/CMS-1612-FC.html>.

<sup>39</sup> "CMS-1654-F." Centers for Medicare and Medicaid Services (CMS). N.p., 19 Jan. 2017. Web. 5 June 2017. <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/PhysicianFeeSched/PFS-Federal-Regulation-Notices-Items/CMS-1654-F.html>.

<sup>40</sup> "DataDissemination." CMS.gov Centers for Medicare & Medicaid Services. N.p., 04 Aug. 2016. Web. 22 June 2017. <https://www.cms.gov/Regulations-and-Guidance/Administrative-Simplification/NationalProidentStand/DataDissemination.html>.

<sup>41</sup> List of sources available upon request.

- iii. **Estimate the total volume of E-CT and non-E-CT Medicare market basket services.** “Gross up” the 5% sample of fee-for-service Medicare services to 100% of total Medicare services (fee-for-service and Medicare Advantage).
- iv. **Divide E-CT market basket services between LMMG and other E-CT physicians** using LMMG’s data for LMMG’s portion.

Calculate Historical and Current Fees

**Step 4: Develop Medicare fees for CY2015 to CY2017.**

- a. **Develop Medicare fees by service, year, and location of service for market basket services paid using work, practice expense (PE), and malpractice (MP) RVUs** from Medicare fee data.
- b. **List Medicare fees by service and year for market basket laboratory services** using Medicare fee data.

**Step 5: Calculate Medicare trends.** Weight the fees developed in Step 4 by LMMG’s distribution of market basket services across all time periods in the LMMG billing data.

**Step 6: Develop Medicaid fees for FY2016 to now** using Medicaid fee data. Note: the data shows that there have been no changes since the beginning of FY2016.

**Step 7: Compare Medicaid fees to Medicare fees.** “Reprice” LMMG’s market basket Medicaid services using CY2017 Medicare fees. Calculate the ratio of Medicaid fees to Medicare fees.

Project Future Fees

**Step 8: Project CY2018 Medicaid fees for LMMG.** Medicaid fees have remained flat since September 2015. There are no announcements that indicate that Medicaid fees will significantly change between now and CY2018.

**Step 9: Project CY2018 Medicare fees for LMMG.** Medicare fees have changed very modestly from CY2015 to CY2017. There are no announcements that indicate that Medicare fees will significantly change between now and CY2018.

**Step 10: Project CY2018 commercial fee increase for the market.** Based on a review of recent trends and trend predictions, assume a 4% non-L+MH trend continues for the 2.25 year span between FY2016 and CY2018

**Step 11: Find the LMMG FY2018 commercial fee that maintains the FY2016 ratio of LMMG fees to total market fees.** Unless there are changes in Medicaid and Medicare fee levels or changes in payer mix, LMMG will be able to maintain its fee ratio to the market if its commercial fee increases are the same as the market’s commercial fee increases.

## ESTIMATION CHALLENGES

In order to prepare the Cost and Market Impact Review, the independent consultant must estimate current and future prices for L+MC and for the eastern CT market (Tolland, Windham, and New London counties). Here we note important challenges inherent in the estimation process. Because of these challenges, actual current or future prices may vary from our estimates.

### Lack of Publicly Available Data

Healthcare prices paid by private payers are generally not publicly available. By contrast, charges defined by hospital “charge masters” are available on the OHCA website<sup>42</sup>. Virtually no payer, however, pays the charges in these reports. Payers, including Medicare, Medicaid, and commercial insurance companies, declare or negotiate their prices. These negotiated prices often have little relationship to the reported charges, and may vary substantially from payer to payer. While prices (inclusive of patient cost sharing) are the “true cost” of care, hospitals and physician groups are not required to reveal the actual prices for the care that they provide. Therefore, we estimated historical prices from various public and non-public data sources. Connecticut has been working on developing an all payer claims database (APCD) for some time. We confirmed that at the time of this project, APCD data was not available<sup>43</sup>. Complete APCD data, if available in future years, will provide additional precision to our estimates of commercial prices.

### Recent and Future Price Increases are Unknown

The goal of assuring that L+MC’s future price increases per unit service (fees) do not exceed the market fee increases requires knowledge of recent and future fee increases in the market. Future fee increases are often unknown and may be subject to disruptive changes, such as a significant change in a government fee schedule. Furthermore, for commercial insurance, it may take months to years for public and non-public data sources to become available for the estimation of recent fee increases. We have made estimates of recent and future changes and will adjust them as further data becomes available.

### Reliance on Data from Financial Reports

For hospital inpatient discharges, we estimate FY2016 prices using hospital net revenue as reported by the hospitals. The reported net revenue is the most recent (through September 2016), comprehensive (all patients and payers), and consistent (all CT hospitals) data source for estimating hospital prices. Reported net revenue, however, is subject to accounting adjustments that are not necessarily related to services rendered in the reporting period and the prices for the reporting period services. For example, there may be an adjustment for an over- or under-estimate of the prior year’s net revenue. We have implicitly assumed that the adjustments are minor and/or “cancel-out” (negatives offset positives) across the hospitals within a region.

### Changes in Payer Mix

Because different payers may pay different fees, changes in payer mix can affect a provider’s fee across all payers, aside from any individual fee changes by payer. Therefore, the calculation of an allowed fee increase requires estimates of payer mix by hospital or group of hospitals. For example, Medicaid typically has the lowest fee and therefore a hospital that decreases Medicaid patient volume will collect higher average fees per patient without any fee increase. Conversely, a hospital that increases its Medicaid patient volume will need to increase its commercial fees in order to maintain its average fees level. We have made estimates of changes in payer mix.

### Changes in Provider Mix

Because different providers may charge different fees, changes in provider mix can affect the market’s fee, aside from any individual fee changes by provider. Therefore, the calculation of market fee increases requires estimates of the past and future provider mix for the market. For example, if patients shift to a hospital or group of hospitals with higher fees, then the

<sup>42</sup> “Hospital Pricemaster Filings” *Department of Public Health*. State of Connecticut, n.d. Web. 4 May 2017. <http://www.ct.gov/dph/cwp/view.asp?a=3902&q=526224>.

<sup>43</sup> E-mail from Robert Blundo, acting Director of Access Health, 4 Apr 2017.

hospital fee for the market will increase without any hospital-level fee increases. We have made estimates of changes in provider mix.



## LIMITATIONS AND CAVEATS

In performing our analysis, we relied on data and information as described above. We have not audited or verified this data and other information. If the underlying data or information is inaccurate or incomplete, the results of our analysis may likewise be inaccurate or incomplete. The rate cap estimates are based on assumptions which we have summarized in our report. Our estimates should be viewed as best estimates. For some of the assumptions, there are reasonable alternative assumptions which would result in higher and lower estimates for the rate caps.

This work product was prepared to satisfy Conditions 22 b, c, d, and e of the Agreed Settlement between YNHHS and the Commissioner of the Department of Public Health. It may be inappropriate to rely upon it for any other purpose. We were required to follow the terms of the Agreed Settlement, including reporting to and taking additional direction from the Commissioner. We believe we have satisfied the terms in the Agreed Settlement.

As required by the Agreed Settlement, YNHHS engaged Milliman as an independent consultant. Milliman agrees that the work product may be provided to OHCA and the independent monitor that monitors YNHYS's compliance with the Agreed Settlement. Milliman does not intend to benefit any third party recipient of work product, even when Milliman consents to the release of work product to such third party.

The American Academy of Actuaries requires its members to identify their qualifications in communications. Tia Goss Sawhney and Bruce Pyenson are actuaries employed by Milliman and meet the Academy's qualifications to issue this communication.

## EXHIBITS

### HOSPITAL INPATIENT CARE

#### Exhibit 1. Inpatient Discharges for Patients Residing in E-CT

Source: CT CHIME Data; does not include out-of-state discharges.

	Discharges			FY2014 - 2016	
	FY2014	FY2015	FY2016	Δ in %	CAGR
<b>Total Discharges</b>	<b>51,337</b>	<b>51,900</b>	<b>51,037</b>	<b>-0.6%</b>	<b>-0.3%</b>
% L+MH	26.0%	25.5%	24.9%	-4.0%	-2.0%
% Other E-CT Hospitals	41.0%	39.3%	37.4%	-8.8%	-4.5%
% E-CT Hospitals (incl. L+MH)	67.0%	64.8%	62.3%	-6.9%	-3.5%
% Non-E-CT Hospitals	33.0%	35.2%	37.7%	+14.1%	+6.8%
<b>Market Basket MS-DRGs</b>	<b>25,338</b>	<b>26,164</b>	<b>25,417</b>	<b>+0.3%</b>	<b>+0.2%</b>
% L+MH	29.8%	28.6%	27.2%	-8.5%	-4.4%
% Other E-CT Hospitals	42.8%	41.8%	40.7%	-4.9%	-2.5%
% E-CT Hospitals (incl. L+MH)	72.6%	70.4%	67.9%	-6.4%	-3.2%
% Non-E-CT Hospitals	27.4%	29.6%	32.1%	+16.9%	+8.1%
<b>All Other MS-DRGs</b>	<b>25,999</b>	<b>25,736</b>	<b>25,620</b>	<b>-1.5%</b>	<b>-0.7%</b>
% L+MH	22.3%	22.3%	22.7%	+1.7%	+0.9%
% Other E-CT Hospitals	39.2%	36.8%	34.1%	-13.1%	-6.8%
% E-CT Hospitals (incl. L+MH)	61.5%	59.1%	56.8%	-7.7%	-3.9%
% Non-E-CT Hospitals	38.5%	40.9%	43.2%	+12.4%	+6.0%

**Exhibit 2A. Inpatient Market Basket MS-DRG Discharges by Payer for Patients Residing in E-CT**

Source: CT CHIME Data; does not include out-of-state discharges.

	Discharges			Distribution by Payer		
	FY2014	FY2015	FY2016	FY2014	FY2015	FY2016
<b>Total Market Basket MS-DRG Discharges</b>	<b>25,338</b>	<b>26,164</b>	<b>25,417</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
Medicare	9,827	10,525	10,069	38.8%	40.2%	39.6%
Medicaid	5,407	5,896	5,720	21.3%	22.5%	22.5%
Commercial	9,474	9,161	9,091	37.4%	35.0%	35.8%
<b>L+MH Market Basket MS-DRG Discharges</b>	<b>7,539</b>	<b>7,490</b>	<b>6,916</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
Medicare	2,991	3,061	2,698	39.7%	40.9%	39.0%
Medicaid	1,734	1,763	1,666	23.0%	23.5%	24.1%
Commercial	2,666	2,524	2,437	35.4%	33.7%	35.2%
<b>Other E-CT Market Basket MS-DRG Discharges</b>	<b>10,849</b>	<b>10,935</b>	<b>10,351</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
Medicare	4,687	5,031	4,693	43.2%	46.0%	45.3%
Medicaid	2,530	2,703	2,505	23.3%	24.7%	24.2%
Commercial	3,233	2,884	2,860	29.8%	26.4%	27.6%
<b>E-CT Market Basket MS-DRG Discharges</b>	<b>18,388</b>	<b>18,425</b>	<b>17,267</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
Medicare	7,678	8,092	7,391	41.8%	43.9%	42.8%
Medicaid	4,264	4,466	4,171	23.2%	24.2%	24.2%
Commercial	5,899	5,408	5,297	32.1%	29.4%	30.7%
<b>Non-E-CT Market Basket MS-DRG Discharges</b>	<b>6,950</b>	<b>7,739</b>	<b>8,150</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
Medicare	2,149	2,433	2,678	30.9%	31.4%	32.9%
Medicaid	1,143	1,430	1,549	16.4%	18.5%	19.0%
Commercial	3,575	3,753	3,794	51.4%	48.5%	46.6%

Note: Totals include Uninsured and Other payer (not shown).

**Exhibit 2B. Inpatient Market Basket MS-DRG Discharges by Payer for Patients Residing in E-CT**

Source: CT CHIME Data; does not include out-of-state discharges.

	Discharges					Distribution by Payer and Provider				
	FY2014	FY2015	FY2016	FY14-16 Δ in %	FY14-16 CAGR	FY2014	FY2015	FY2016	FY14-16 Δ in %	FY14-16 CAGR
<b>Total Market Basket MS-DRG Discharges</b>	<b>25,338</b>	<b>26,164</b>	<b>25,417</b>	<b>+0.3%</b>	<b>+0.2%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>-</b>	<b>-</b>
Medicare	9,827	10,525	10,069	+2.5%	+1.2%	38.8%	40.2%	39.6%	+2.1%	+1.1%
Medicaid	5,407	5,896	5,720	+5.8%	+2.9%	21.3%	22.5%	22.5%	+5.5%	+2.7%
Commercial	9,474	9,161	9,091	-4.0%	-2.0%	37.4%	35.0%	35.8%	-4.3%	-2.2%
<b>L+MH Market Basket MS-DRG Discharges</b>	<b>7,539</b>	<b>7,490</b>	<b>6,916</b>	<b>-8.3%</b>	<b>-4.2%</b>	<b>29.8%</b>	<b>28.6%</b>	<b>27.2%</b>	<b>-8.5%</b>	<b>-4.4%</b>
Medicare	2,991	3,061	2,698	-9.8%	-5.0%	11.8%	11.7%	10.6%	-10.1%	-5.2%
Medicaid	1,734	1,763	1,666	-3.9%	-2.0%	6.8%	6.7%	6.6%	-4.2%	-2.1%
Commercial	2,666	2,524	2,437	-8.6%	-4.4%	10.5%	9.6%	9.6%	-8.9%	-4.5%
<b>Other E-CT Market Basket MS-DRG Discharges</b>	<b>10,849</b>	<b>10,935</b>	<b>10,351</b>	<b>-4.6%</b>	<b>-2.3%</b>	<b>42.8%</b>	<b>41.8%</b>	<b>40.7%</b>	<b>-4.9%</b>	<b>-2.5%</b>
Medicare	4,687	5,031	4,693	+0.1%	+0.1%	18.5%	19.2%	18.5%	-0.2%	-0.1%
Medicaid	2,530	2,703	2,505	-1.0%	-0.5%	10.0%	10.3%	9.9%	-1.3%	-0.7%
Commercial	3,233	2,884	2,860	-11.5%	-5.9%	12.8%	11.0%	11.3%	-11.8%	-6.1%
<b>E-CT Market Basket MS-DRG Discharges</b>	<b>18,388</b>	<b>18,425</b>	<b>17,267</b>	<b>-6.1%</b>	<b>-3.1%</b>	<b>72.6%</b>	<b>70.4%</b>	<b>67.9%</b>	<b>-6.4%</b>	<b>-3.2%</b>
Medicare	7,678	8,092	7,391	-3.7%	-1.9%	30.3%	30.9%	29.1%	-4.0%	-2.0%
Medicaid	4,264	4,466	4,171	-2.2%	-1.1%	16.8%	17.1%	16.4%	-2.5%	-1.3%
Commercial	5,899	5,408	5,297	-10.2%	-5.2%	23.3%	20.7%	20.8%	-10.5%	-5.4%
<b>Non-E-CT Market Basket MS-DRG Discharges</b>	<b>6,950</b>	<b>7,739</b>	<b>8,150</b>	<b>+17.3%</b>	<b>+8.3%</b>	<b>27.4%</b>	<b>29.6%</b>	<b>32.1%</b>	<b>+16.9%</b>	<b>+8.1%</b>
Medicare	2,149	2,433	2,678	+24.6%	+11.6%	8.5%	9.3%	10.5%	+24.2%	+11.5%
Medicaid	1,143	1,430	1,549	+35.5%	+16.4%	4.5%	5.5%	6.1%	+35.1%	+16.2%
Commercial	3,575	3,753	3,794	+6.1%	+3.0%	14.1%	14.3%	14.9%	+5.8%	+2.9%

Note: Totals include Uninsured and Other payer (not shown).

**Exhibit 3. Case Mix per Inpatient Market Basket MS-DRG Discharge for Patients Residing in E-CT**

Source: Reports 165 and 185 filed with OHCA weighted across market basket hospitals and payers using CT CHIME E-CT patient market basket discharges; does not include out-of-state discharges.

	Case Mix per Discharge			FY2014 - 2016	
	FY2014	FY2015	FY2016	Δ in %	CAGR
<b>Total Market Basket MS-DRG Discharges</b>	<b>1.22</b>	<b>1.27</b>	<b>1.30</b>	<b>+6.6%</b>	<b>+3.3%</b>
Medicare	1.51	1.54	1.56	+3.3%	+1.6%
Medicaid	0.94	1.01	1.06	+12.6%	+6.1%
Commercial	1.09	1.15	1.18	+7.6%	+3.8%
<b>L+MH Market Basket MS-DRG Discharges</b>	<b>1.17</b>	<b>1.20</b>	<b>1.23</b>	<b>+5.7%</b>	<b>+2.8%</b>
Medicare	1.46	1.46	1.48	+1.2%	+0.6%
Medicaid	0.92	1.02	1.07	+15.4%	+7.4%
Commercial	1.00	1.02	1.08	+7.6%	+3.7%
<b>Other E-CT Market Basket MS-DRG Discharges</b>	<b>1.18</b>	<b>1.25</b>	<b>1.26</b>	<b>+7.0%</b>	<b>+3.4%</b>
Medicare	1.44	1.49	1.49	+3.0%	+1.5%
Medicaid	0.88	0.94	0.97	+10.0%	+4.9%
Commercial	1.05	1.14	1.16	+11.2%	+5.4%
<b>E-CT Market Basket MS-DRG Discharges</b>	<b>1.17</b>	<b>1.23</b>	<b>1.25</b>	<b>+6.5%</b>	<b>+3.2%</b>
Medicare	1.45	1.48	1.48	+2.3%	+1.2%
Medicaid	0.90	0.97	1.01	+12.2%	+5.9%
Commercial	1.03	1.08	1.12	+9.5%	+4.6%
<b>Non-E-CT Market Basket MS-DRG Discharges</b>	<b>1.35</b>	<b>1.38</b>	<b>1.42</b>	<b>+4.9%</b>	<b>+2.4%</b>
Medicare	1.73	1.73	1.77	+2.7%	+1.3%
Medicaid	1.11	1.12	1.21	+8.8%	+4.3%
Commercial	1.20	1.24	1.25	+3.9%	+1.9%

Note: Totals include Uninsured and Other payer (not shown); hospital inpatient Medicaid Modernization occurred in 2015.

**Exhibit 4A. Estimated Fee per Market Basket MS-DRG per CMAD for Patients Residing in E-CT**

Source: Reports 165 and 185 filed with OHCA weighted across market basket hospitals and payers using CT CHIME E-CT patient market basket discharges; does not include out-of-state discharges.

	Fee per CMAD			FY2014 - 2016	
	FY2014	FY2015	FY2016	Δ in %	CAGR
<b>Total Market Basket MS-DRG Discharges</b>	<b>\$8,858</b>	<b>\$8,640</b>	<b>\$8,751</b>	<b>-1.2%</b>	<b>-0.6%</b>
Medicare	\$8,411	\$7,849	\$7,717	-8.2%	-4.2%
Medicaid	\$5,524	\$5,200	\$5,359	-3.0%	-1.5%
Commercial	\$11,460	\$12,132	\$12,467	+8.8%	+4.3%
<b>L+MH Market Basket MS-DRG Discharges</b>	<b>\$8,281</b>	<b>\$7,961</b>	<b>\$8,210</b>	<b>-0.9%</b>	<b>-0.4%</b>
Medicare	\$8,088	\$7,475	\$7,755	-4.1%	-2.1%
Medicaid	\$4,925	\$4,878	\$5,067	+2.9%	+1.4%
Commercial	\$10,881	\$11,065	\$11,380	+4.6%	+2.3%
<b>Other E-CT Market Basket MS-DRG Discharges</b>	<b>\$8,151</b>	<b>\$7,760</b>	<b>\$7,788</b>	<b>-4.5%</b>	<b>-2.3%</b>
Medicare	\$8,155	\$7,547	\$7,368	-9.6%	-4.9%
Medicaid	\$5,489	\$4,819	\$4,896	-10.8%	-5.6%
Commercial	\$10,344	\$11,121	\$11,291	+9.1%	+4.5%
<b>E-CT Market Basket MS-DRG Discharges</b>	<b>\$8,204</b>	<b>\$7,840</b>	<b>\$7,955</b>	<b>-3.0%</b>	<b>-1.5%</b>
Medicare	\$8,129	\$7,520	\$7,509	-7.6%	-3.9%
Medicaid	\$5,253	\$4,843	\$4,968	-5.4%	-2.7%
Commercial	\$10,581	\$11,096	\$11,330	+7.1%	+3.5%
<b>Non-E-CT Market Basket MS-DRG Discharges</b>	<b>\$10,359</b>	<b>\$10,340</b>	<b>\$10,239</b>	<b>-1.2%</b>	<b>-0.6%</b>
Medicare	\$9,258	\$8,783	\$8,200	-11.4%	-5.9%
Medicaid	\$6,341	\$6,164	\$6,238	-1.6%	-0.8%
Commercial	\$12,695	\$13,434	\$13,891	+9.4%	+4.6%

Note: Totals include Uninsured and Other payer (not shown); hospital inpatient Medicaid Modernization occurred in 2015.



**Exhibit 4B. Estimated Fee per Market Basket MS-DRG per CMAD for Patients Residing in E-CT**

Source: Reports 165 and 185 filed with OHCA weighted across market basket hospitals and payers using CT CHIME E-CT patient market basket discharges; does not include out-of-state discharges.

	Fee per CMAD vs. All E-CT			Fee per CMAD vs. Total		
	FY2014	FY2015	FY2016	FY2014	FY2015	FY2016
<b>L+MH Market Basket MS-DRG Discharges</b>	<b>+100.9%</b>	<b>+101.5%</b>	<b>+103.2%</b>	<b>+93.5%</b>	<b>+92.1%</b>	<b>+93.8%</b>
Medicare	+99.5%	+99.4%	+103.3%	+96.2%	+95.2%	+100.5%
Medicaid	+93.8%	+100.7%	+102.0%	+89.2%	+93.8%	+94.5%
Commercial	+102.8%	+99.7%	+100.4%	+94.9%	+91.2%	+91.3%
<b>Other E-CT Market Basket MS-DRG Discharges</b>	<b>+99.4%</b>	<b>+99.0%</b>	<b>+97.9%</b>	<b>+92.0%</b>	<b>+89.8%</b>	<b>+89.0%</b>
Medicare	+100.3%	+100.4%	+98.1%	+97.0%	+96.2%	+95.5%
Medicaid	+104.5%	+99.5%	+98.5%	+99.4%	+92.7%	+91.4%
Commercial	+97.8%	+100.2%	+99.7%	+90.3%	+91.7%	+90.6%
<b>E-CT Market Basket MS-DRG Discharges</b>	<b>+100.0%</b>	<b>+100.0%</b>	<b>+100.0%</b>	<b>+92.6%</b>	<b>+90.7%</b>	<b>+90.9%</b>
Medicare	+100.0%	+100.0%	+100.0%	+96.6%	+95.8%	+97.3%
Medicaid	+100.0%	+100.0%	+100.0%	+95.1%	+93.1%	+92.7%
Commercial	+100.0%	+100.0%	+100.0%	+92.3%	+91.5%	+90.9%
<b>Non-E-CT Market Basket MS-DRG Discharges</b>	<b>+126.3%</b>	<b>+131.9%</b>	<b>+128.7%</b>	<b>+116.9%</b>	<b>+119.7%</b>	<b>+117.0%</b>
Medicare	+113.9%	+116.8%	+109.2%	+110.1%	+111.9%	+106.2%
Medicaid	+120.7%	+127.3%	+125.6%	+114.8%	+118.5%	+116.4%
Commercial	+120.0%	+121.1%	+122.6%	+110.8%	+110.7%	+111.4%

Note: Totals include Uninsured and Other payer (not shown); inpatient hospital Medicaid Modernization occurred in 2015.

**Exhibit 5A. Change in CT Medicaid Fees per Market Basket MS-DRG per CMAD**

Source: DSS Website, weighted across market basket hospitals using CT CHIME E-CT patient market basket discharges.

	FY16-CY18 Δ in %	FY16-CY18 CAGR
<b>Total Market</b>	<b>-9.2%</b>	<b>-4.2%</b>
L+MH	-12.8%	-5.9%
Other E-CT	-8.4%	-3.8%
E-CT	-10.4%	-4.8%
Non-E-CT	-6.8%	-3.1%

Notes: These are the combined changes of the January 1, 2017 fee change and the planned January 1, 2018 fee change.

**Exhibit 5B. Change in Medicare Fees per CMAD**

Source: CMS 2015, 2016, 2017 IPPS Final Rule, and CMS 2018 IPPS Proposed Rule; Milliman Analysis.

	CY15-CY16 Δ in %	CY16-CY17 Δ in %	CY17-CY18 Δ in %	FY16-CY18 Δ in %	FY16-CY18 CAGR
<b>Total Market</b>	<b>-0.6%</b>	<b>+1.2%</b>	<b>-0.9%</b>	<b>+0.1%</b>	<b>+0.0%</b>
L+MH	+3.8%	+0.4%	-7.4%	-6.1%	-2.8%
Other E-CT	-2.2%	+1.0%	+1.9%	+2.3%	+1.0%
E-CT	+0.3%	+0.8%	-2.0%	-1.2%	-0.5%
Non-E-CT	-3.2%	+1.9%	+1.2%	+2.3%	+1.0%

## HOSPITAL OUTPATIENT CARE

### Exhibit 6. Distribution of Net Revenue for CT Hospitals by Service Line and Payer

Source: Report 165 filed with OHCA.

	FY2015 Net Revenue by Service Line			
	L+MH	Other E-CT	Total E-CT	Non-E-CT
<b>Net Revenue (%)</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
Inpatient	41.7%	38.5%	39.6%	57.2%
Outpatient	58.3%	61.5%	60.4%	42.8%

	FY2015 Net Revenue by Payer			
	L+MH	Other E-CT	Total E-CT	Non-E-CT
<b>Outpatient Net Revenue (%)</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
Medicare	26.3%	24.6%	25.2%	23.3%
Medicaid	11.8%	13.4%	12.9%	12.9%
Commercial	61.4%	61.3%	61.3%	62.6%

Note: Totals include Uninsured and Other payer (not shown)

### Exhibit 7. Hospital Outpatient Market Basket Services by Payer for Patients Residing in E-CT

Source: CT Medicaid OP FOIA request, Medicare 5% sample, and CHIME data.

	FY2016 Distribution of Discharges by Payer			
	L + MH	Other E-CT	Non-E-CT	Total E-CT
<b>ED Visits</b>	<b>29.5%</b>	<b>58.5%</b>	<b>11.9%</b>	<b>88.1%</b>
Medicare	28.1%	61.2%	10.7%	89.3%
Medicaid	29.4%	62.5%	8.1%	91.9%
Commercial	30.5%	52.5%	17.0%	83.0%
<b>OP Surgeries</b>	<b>20.1%</b>	<b>44.3%</b>	<b>35.5%</b>	<b>64.5%</b>
Medicare	18.3%	46.2%	35.4%	64.6%
Medicaid	24.8%	45.9%	29.3%	70.7%
Commercial	20.0%	42.2%	37.9%	62.1%
<b>Market Basket Services</b>				
Medicare	21.0%	53.9%	25.1%	74.9%
Medicaid	21.6%	58.8%	19.5%	80.5%
Commercial <sup>1</sup>	22.9%	77.1%		

Notes: 1) Medicare and Medicaid are calculated directly from their respective data sources, 2) Medicare and Commercial/Medicare relationships developed from CHIME data, and 3) percentages exclude out-of-state discharges

**Exhibit 8. Medicaid APC Service Fee Changes**

Source: CMS OPPS fee schedules and Milliman analysis.

	Medicaid APC Service Fee Changes by Hospital			
	L+MH	Other E-CT	Non-E-CT	Total
<b>July 1, 2016</b>				
Minimum, any hospital		-0.9%	-32.1%	-32.1%
Maximum, any hospital		+23.0%	+6.9%	+23.0%
<b>Average</b>	<b>-11.0%</b>	<b>+10.0%</b>	<b>-6.2%</b>	<b>+1.4%</b>
<b>January 1, 2017</b>				
Minimum, any hospital		-1.2%	-1.3%	-1.3%
Maximum, any hospital		+2.3%	+2.3%	+2.3%
<b>Average</b>	<b>-1.2%</b>	<b>-0.2%</b>	<b>+2.0%</b>	<b>0.0%</b>

Note: average values are weighted across hospitals using estimated volume of market basket services for E-CT patients.

**Exhibit 9. Medicare APC Service Fee Changes by Calendar Year**

Source: Medicare 5% sample data and CMS wage tables.

Area	Fee Changes by Medicare Calendar Year		
	2016	2017	2018
L+MH	+3.8%	+1.1%	-7.7%
Other E-CT	-2.7%	+2.3%	+1.4%
Non-E-CT	-2.6%	+3.3%	+0.8%
Market Basket	-1.3%	+2.3%	-0.8%
<b>APC Base Fee</b>	<b>-0.6%</b>	<b>+1.7%</b>	<b>+0.5%</b>

Note: 2018 is based on the CMS proposal for geographical assignments, wage indices, and an assumed +0.5% increase in the APC base fee.

## PHYSICIAN CARE

### Exhibit 10 - Count and Distribution of LMMG Market Basket Services by Payer

Source: LMMG billing data for physician services provided in October 2014 - May 2016.

Payer	FY2015		FY2016*	
	Services	% of Total	Services	% of Total
<b>Total</b>	<b>230,182</b>	<b>100.0%</b>	<b>230,760</b>	<b>100.0%</b>
Medicare	100,361	43.6%	101,783	44.1%
Medicaid	31,947	13.9%	32,897	14.3%
Commercial	95,636	41.5%	94,119	40.8%
Other	2,238	1.0%	1,962	0.9%

Note: Due to an accounting system change, FY2016 is estimated from 8 months of data.

### Exhibit 11 – Distribution of Market Basket Services for E-CT Patients with Medicaid and Medicare

Source: Medicare 5% sample, CT Medicaid FOIA Request, LMMG data.

Area	Distribution of Market Basket Services	
	CY2016	CY2014
	Medicaid	Medicare
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>
<b>Non-E-CT</b>	<b>32.2%</b>	<b>33.5%</b>
<b>Total E-CT</b>	<b>67.8%</b>	<b>66.5%</b>
LMMG	7.1%	12.0%
Other E-CT	60.7%	54.4%

### Exhibit 12 – Medicare Fee Trend

Source: CMS Fee Schedules for 2015, 2016, and 2017 for market basket services, weighted using LMMG billing data for physician services provided in October 2014 - May 2016.

Year	Average Fee
CY 2015	\$77.59
CY 2016	\$77.31
CY 2017	\$77.37
<b>CY2015-CY2017 Trend</b>	<b>-0.3%</b>

Note: the average fee was weighted using LMMG's service mix.

## APPENDIX – REFERENCE TABLES

**Table 1. Summary of Inpatient Discharges  
By MS-DRG for Patients Residing in CT for FY2014-FY2015**

Source: CHIME, FY2014 and FY2015, IC9-CM Diagnosis and Procedure Codes were used in identification.

Order	MS-DRG	Description	ALL CHIME Inpatient Discharges	CT DOI Identified	
				Inpatient Discharges	% of ALL CHIME Inpatient Discharges
<b>Total</b>			<b>796,569</b>	<b>422,337</b>	<b>53.0%</b>
1	795	Normal newborn	47,772	38,821	81.3%
2	775	Vaginal delivery w/o complicating diagnoses	39,033	37,697	96.6%
3	470	Major joint replacement or reattachment of lower extremity w/o MCC	25,352	25,352	100.0%
4	766	Cesarean section w/o CC/MCC	15,509	15,509	100.0%
5	794	Neonate w other significant problems	16,491	12,351	74.9%
6	765	Cesarean section w CC/MCC	9,798	9,798	100.0%
7	871	Septicemia or severe sepsis w/o MV 96+ hours w MCC	22,408	8,831	39.4%
8	897	Alcohol/drug abuse or dependence w/o rehabilitation therapy w/o MCC	11,410	7,190	63.0%
9	392	Esophagitis, gastroent & misc digest disorders w/o MCC	16,848	7,074	42.0%
10	774	Vaginal delivery w complicating diagnoses	7,097	6,726	94.8%
11	291	Heart failure & shock w MCC	9,003	6,630	73.6%
12	189	Pulmonary edema & respiratory failure	6,289	6,148	97.8%
13	292	Heart failure & shock w CC	8,421	6,131	72.8%
14	378	G.I. hemorrhage w CC	7,580	5,339	70.4%
15	460	Spinal fusion except cervical w/o MCC	4,830	4,830	100.0%
16	247	Perc cardiovasc proc w drug-eluting stent w/o MCC	4,794	4,794	100.0%
17	190	Chronic obstructive pulmonary disease w MCC	5,775	4,274	74.0%
18	621	O.R. procedures for obesity w/o CC/MCC	4,068	4,068	100.0%
19	743	Uterine & adnexa proc for non-malignancy w/o CC/MCC	3,946	3,946	100.0%
20	330	Major small & large bowel procedures w CC	3,658	3,658	100.0%
21	481	Hip & femur procedures except major joint w CC	3,603	3,603	100.0%
22	310	Cardiac arrhythmia & conduction disorders w/o CC/MCC	4,802	3,428	71.4%
23	309	Cardiac arrhythmia & conduction disorders w CC	5,185	3,363	64.9%
24	287	Circulatory disorders except AMI, w card cath w/o MCC	3,807	3,305	86.8%
25	191	Chronic obstructive pulmonary disease w CC	5,282	3,241	61.4%
26	065	Intracranial Hemorrhage Or Cerebral Infarction w CC or TPA In 24 Hrs	4,705	3,217	68.4%
27	792	Prematurity w/o major problems	4,009	3,164	78.9%
28	945	Rehabilitation w CC/MCC	2,995	2,992	99.9%
29	208	Respiratory system diagnosis w ventilator support <96 hours	2,927	2,927	100.0%
30	853	Infectious & parasitic diseases w O.R. procedure w MCC	2,892	2,892	100.0%
31	847	Chemotherapy w/o acute leukemia as secondary diagnosis w CC	2,894	2,867	99.1%
32	812	Red blood cell disorders w/o MCC	5,401	2,640	48.9%
33	308	Cardiac arrhythmia & conduction disorders w MCC	3,233	2,624	81.2%



Order	MS-DRG	Description	ALL CHIME Inpatient Discharges	CT DOI Identified	
				Inpatient Discharges	% of ALL CHIME Inpatient Discharges
34	280	Acute myocardial infarction, discharged alive w MCC	2,884	2,624	91.0%
35	331	Major small & large bowel procedures w/o CC/MCC	2,608	2,608	100.0%
36	419	Laparoscopic cholecystectomy w/o c.d.e. w/o CC/MCC	2,607	2,607	100.0%
37	793	Full term neonate w major problems	3,654	2,600	71.2%
38	603	Cellulitis w/o MCC	11,065	2,560	23.1%
39	473	Cervical spinal fusion w/o CC/MCC	2,253	2,253	100.0%
40	494	Lower extrem & humer proc except hip,foot,femur w/o CC/MCC	2,248	2,248	100.0%
41	066	Intracranial hemorrhage or cerebral infarction w/o CC/MCC	2,942	2,125	72.2%
42	064	Intracranial hemorrhage or cerebral infarction w MCC	3,341	2,123	63.5%
43	377	G.I. hemorrhage w MCC	2,726	2,060	75.6%
44	329	Major small & large bowel procedures w MCC	1,961	1,961	100.0%
45	281	Acute myocardial infarction, discharged alive w CC	2,028	1,822	89.8%
46	192	Chronic obstructive pulmonary disease w/o CC/MCC	3,121	1,807	57.9%
47	872	Septicemia or severe sepsis w/o MV 96+ hours w/o MCC	8,894	1,803	20.3%
48	343	Appendectomy w/o complicated principal diag w/o CC/MCC	1,722	1,722	100.0%
49	253	Other vascular procedures w CC	1,712	1,712	100.0%
50	682	Renal failure w MCC	4,741	1,683	35.5%

**Table 2. Zip Code to County Mappings**

Source: YNH, verified by Milliman.

Zip Code	County	Zip Code	County
06249	New London, CT	06231	Tolland, CT
06254	New London, CT	06232	Tolland, CT
06320	New London, CT	06237	Tolland, CT
06330	New London, CT	06238	Tolland, CT
06333	New London, CT	06248	Tolland, CT
06334	New London, CT	06250	Tolland, CT
06335	New London, CT	06251	Tolland, CT
06336	New London, CT	06265	Tolland, CT
06338	New London, CT	06268	Tolland, CT
06339	New London, CT	06269	Tolland, CT
06340	New London, CT	06279	Tolland, CT
06349	New London, CT	06226	Windham, CT
06350	New London, CT	06230	Windham, CT
06351	New London, CT	06233	Windham, CT
06353	New London, CT	06234	Windham, CT
06355	New London, CT	06235	Windham, CT
06357	New London, CT	06239	Windham, CT
06359	New London, CT	06241	Windham, CT
06360	New London, CT	06242	Windham, CT
06365	New London, CT	06243	Windham, CT
06370	New London, CT	06244	Windham, CT
06371	New London, CT	06245	Windham, CT
06372	New London, CT	06246	Windham, CT
06375	New London, CT	06247	Windham, CT
06376	New London, CT	06255	Windham, CT
06378	New London, CT	06256	Windham, CT
06379	New London, CT	06258	Windham, CT
06380	New London, CT	06259	Windham, CT
06382	New London, CT	06260	Windham, CT
06383	New London, CT	06262	Windham, CT
06384	New London, CT	06263	Windham, CT
06385	New London, CT	06264	Windham, CT
06388	New London, CT	06266	Windham, CT
06389	New London, CT	06267	Windham, CT
06415	New London, CT	06277	Windham, CT
06420	New London, CT	06278	Windham, CT
06439	New London, CT	06280	Windham, CT
06474	New London, CT	06281	Windham, CT
06029	Tolland, CT	06282	Windham, CT
06043	Tolland, CT	06331	Windham, CT
06066	Tolland, CT	06332	Windham, CT
06071	Tolland, CT	06354	Windham, CT
06072	Tolland, CT	06373	Windham, CT
06075	Tolland, CT	06374	Windham, CT
06076	Tolland, CT	06377	Windham, CT
06077	Tolland, CT	06387	Windham, CT
06084	Tolland, CT		

**Table 3. Market Basket MS-DRG Discharges**  
**By Facility for Patients Residing in E-CT for FY2014-FY2015**  
 Source: CHIME, FY2014 and FY2015

Facility Name	Region	Hospital County	Market Basket MS-DRG Discharges
<b>Total Market Basket MS-DRG Discharges</b>			<b>51,837</b>
<b>Hospitals of Serving the Majority of E-CT Patients</b>			<b>51,502 / 99.4%</b>
Lawrence + Memorial Hospital	E-CT	New London, CT	15,029
The William W. Backus Hospital	E-CT	New London, CT	11,067
Hartford Hospital	Non-E-CT	Hartford, CT	4,106
Day Kimball Hospital	E-CT	Windham, CT	4,584
Saint Francis Hospital and Med. Center	Non-E-CT	Hartford, CT	3,215
Yale-New Haven Hospital	Non-E-CT	New Haven, CT	1,949
Windham Hospital	E-CT	Windham, CT	3,299
Manchester Memorial Hospital	Non-E-CT	Hartford, CT	3,369
Rockville General Hospital	E-CT	Tolland, CT	1,695
Middlesex Hospital	Non-E-CT	Middlesex, CT	1,250
Johnson Memorial Hospital	E-CT	Tolland, CT	1,139
Connecticut Children's Medical Center	Non-E-CT	Hartford, CT	403
John Dempsey Hospital	Non-E-CT	Hartford, CT	397
<b>Other CT Hospitals Serving E-CT Patients</b>			<b>335 / 0.6%</b>
The Hospital of Central Connecticut	Non-E-CT	Hartford, CT	117
St. Vincent's Medical Center	Non-E-CT	Fairfield, CT	47
Bridgeport Hospital	Non-E-CT	Fairfield, CT	22
MidState Medical Center	Non-E-CT	New Haven, CT	39
Norwalk Hospital	Non-E-CT	Fairfield, CT	12
Saint Mary's Hospital	Non-E-CT	New Haven, CT	20
Danbury Hospital	Non-E-CT	Fairfield, CT	18
Bristol Hospital	Non-E-CT	Hartford, CT	19
Milford Hospital	Non-E-CT	New Haven, CT	14
Waterbury Hospital	Non-E-CT	New Haven, CT	11
Stamford Hospital	Non-E-CT	Fairfield, CT	6
Griffin Hospital	Non-E-CT	New Haven, CT	8
Greenwich Hospital	Non-E-CT	Fairfield, CT	2

**Table 4A. CHIME Payer Mappings to Payer Categories**

Source: CHIME; Milliman categories

Payer Name in CHIME	Payer Category
Blue Cross	Commercial
Champus/Tricare	Commercial
Charter Oak	Other
Commercial Insur	Commercial
HMO	Commercial
Medicaid	Medicaid
Medicare	Medicare
Medicare Advantage	Medicare
No Charge	Other
Other	Other
Other Fed Prog	Other
PPO	Commercial
Self-Pay	Uninsured
Workers Comp	Commercial
<i>Blank</i>	Other

**Table 4B. Twelve Month Actual Filings from OHCA Payer Mappings to Payer Categories**

Source: Twelve Month Actual Filings from OHCA; Milliman categories

Payer Name in Report 165	Payer Category
Medicare Traditional	Medicare
Medicare Managed Care	Medicare
Medicaid	Medicaid
Medicaid Managed Care	Medicaid
Champus/Tricare	Commercial
Commercial Insurance	Commercial
Non-Government Managed Care	Commercial
Worker's Compensation	Commercial
Self-Pay/Uninsured	Uninsured
SAGA	Other
Other	Other

Payer Name in Report 185	Payer Category
Non-Government (Including Self Pay / Uninsured)	Commercial
Medicare	Medicare
Medical Assistance	N/A
Medicaid	Medicaid
Other Medical Assistance	Other
Champus / Tricare	Commercial
Uninsured (Included In Non-Government)	Uninsured
Non-Government (Excluding Self Pay / Uninsured)	Commercial

**Table 5. Market Basket APCs and HCPCS for Outpatient Services**

Source: Compiled from CT Department of Insurance (DOI) Top Outpatient Services Lists

Market Basket APCs for Outpatient Services		
2017	2016	2016 Name
5025	5025	Level 5 Type A ED Visits
5051	5051	Level 1 Skin Procedures
5052	5052	Level 2 Skin Procedures
5112	5112	Level 2 Closed Treatment Fracture and Related Services
5113	5113	Level 3 Closed Treatment Fracture and Related Services
5114	5123	Level 3 Musculoskeletal Procedures
5161	5161	Level 1 ENT Procedures
5163	5163	Level 3 ENT Procedures
5182	5182	Level 2 Vascular Procedures
5301	5301	Level 1 Upper GI Procedures
5311	5311	Level 1 Lower GI Procedures
5312	5312	Level 2 Lower GI Procedures
5361	5361	Level 1 Laparoscopy
5414	5414	Level 4 Gynecologic Procedures
5431	5431	Level 1 Nerve Procedures
5442	5442	Level 2 Nerve Injections
5443	5443	Level 3 Nerve Injections
5481	5481	Laser Eye Procedures
5491	5491	Level 1 Intraocular Procedures
5521	5521	Level 1 X-Ray and Related Services
5522	5522	Level 2 X-Ray and Related Services
5523	5523	Level 3 X-Ray and Related Services
5571	5571	Level 1 Computed Tomography with Contrast and Computed Tomography Angiography
5572	5572	Level 2 Computed Tomography with Contrast and Computed Tomography Angiography
5671	5671	Level 1 Pathology
5673	5673	Level 3 Pathology
5732	5732	Level 2 Minor Procedures
5733	5733	Level 3 Minor Procedures

Market Basket HCPCS for Outpatient Services			
2017	2017 Name	2016	2016 Name
G0202	Screening mammography, bilateral (2-view study of each breast), including computer-aided detection (CAD) when performed	G0202	Digital Mammography Screening
G0204	Diagnostic mammography, including computer-aided detection (CAD) when performed; bilateral	G0204	Diagnostic Mammogram, Digital, All Views , bilateral
G0206	Diagnostic mammography, including computer-aided detection (CAD) when performed; unilateral	G0206	Diagnostic Mammogram, Digital, All Views
77065	Diagnostic mammography, including computer-aided detection (CAD) when performed; unilateral	77051	Computer-Aided Diagnostic Mammography Add-On
77066	Diagnostic mammography, including computer-aided detection (CAD) when performed; bilateral	77052	Computer Screen Mammography Add-On
77067	Screening mammography, bilateral (2-view study of each breast), including computer-aided detection (CAD) when performed		

**Table 6. Market Basket HCPCS for Physician Services**

Source: Market basket was developed from LMMG billing data for physician services provided in June 2016.

HCPCS	Description
11042	Deb subq tissue 20 sq cm/<
36415	Routine venipuncture
81003	Urinalysis auto w/o scope
83036	Glycosylated hemoglobin test
85610	Prothrombin time
90471	Immunization admin
90833	Psytx pt&/fam w/e&m 30 min
93000	Electrocardiogram complete
93010	Electrocardiogram report
93306	Tte w/doppler complete
97597	Rmvl devital tis 20 cm/<
99183	Hyperbaric oxygen therapy
99202	Office/outpatient visit new
99203	Office/outpatient visit new
99204	Office/outpatient visit new
99205	Office/outpatient visit new
99211	Office/outpatient visit est
99212	Office/outpatient visit est
99213	Office/outpatient visit est
99214	Office/outpatient visit est
99215	Office/outpatient visit est
99232	Subsequent hospital care
99395	Prev visit est age 18-39
99396	Prev visit est age 40-64
G0439	PPPS, subseq visit



**Table 7 - LMMG Billing Data Payer Mappings to Payer Categories**

Financial Class in LMMG Billing Data	Financial Class Description	Payer Category
AN	Aetna	Commercial
BA	Business Accounts	Commercial
BH	Behavioral Health	Commercial
BS	Blue Cross/Blue Shield	Commercial
CA	Collection Agency	Commercial
CB	Consolidated Billing	Commercial
CC	Connecticare	Commercial
CG	Cigna	Commercial
CH	Charity/Free Care	Other
CI	Commercial Insurance	Commercial
CP	Contracted Payor	Commercial
GA	Grant Billing	Commercial
GC	Grant Billing	Commercial
GR	Grant Billing	Commercial
HN	Health Net Of Ct	Commercial
LC	Liability Charity Care	Other
LI	Liability Insurance	Other
MA	Medicaid	Medicaid
MC	Medicare	Medicare
OC	Outside Collection Agency	Commercial
OX	Oxford Health Plans	Commercial
SI	Self Pay After Insurance	Other
SP	Self Pay	Other
TR	Tricare	Commercial
UH	United Healthcare	Commercial
WC	Workers Compensation	Other

**Table 8 – LMMG Location Mappings to CMS Location Type**

Source: LMMG billing system.

Location Code	Facility Name	CMS Location Type Code	CMS Location Type Description
8U	Apple Rehab Clipper	31	Skilled Nursing Facility
8W	Apple Rehab Watch Hill	31	Skilled Nursing Facility
9P	Asc Pequot	24	Ambulatory Surgical Center
4B	Backus Hospital	21	Inpatient Hospital
8B	Bayview Health Care Center	32	Nursing Facility
8I	Bridebrook Rehab Center	32	Nursing Facility
8D	Bucks Hill Nursing And Rehabil	32	Nursing Facility
8N	Cheshire House	31	Skilled Nursing Facility
8F	Fairview Nursing Home	32	Nursing Facility
6S	L&M Op Sleep Ctr At Hilton	19	Unassigned
1C	L&M Physician Association	11	Office
7C	Lawrence & Memorial ER Crisis	23	Emergency Room - Hospital
4L	Lawrence & Memorial Hospital	21	Inpatient Hospital
5A	LM Physicians Westerly Bldg 46	11	Office
6W	LM Waterfall	19	Unassigned
7I	LMPA ER Cardiology Waterford	23	Emergency Room - Hospital
7Z	LMPA ER NL Medical Off Bldg	23	Emergency Room - Hospital
1E	LMPA General Surgery	11	Office
1G	LMPA Groton	11	Office
13	LMPA Infectious Disease	11	Office
4I	LMPA IP Cardiology Waterford	21	Inpatient Hospital
4Z	LMPA IP NL Medical Off Bldg	21	Inpatient Hospital
1Z	LMPA Mob	11	Office
12	LMPA Mystic	11	Office
1U	LMPA Neurosurgery	11	Office
1W	LMPA New London	11	Office
1J	LMPA New London Neuro & Ortho	11	Office
1N	LMPA Niantic	11	Office
1O	LMPA Old Lyme	11	Office
6H	LMPA Op Cariology Waterford	19	Unassigned
6T	LMPA Op NL Medical Off Bldg	19	Unassigned
1T	LMPA Physiatry	11	Office
1B	LMPA Physiatry Backus	11	Office
1D	LMPA Physiatry Day Kimball	11	Office
1H	LMPA Shaw General Surgery	11	Office
1P	LMPA Stonington	11	Office
1Q	LMPA Stonington Walkin	11	Office
5K	LMPA Wakefield	11	Office
1I	LMPA Waterford Crossroads	11	Office
5B	LMPA Westerly Morgan Bldg 45	11	Office
3J	Office Joslin New London	11	Office
8C	Paradigm Healthcare	31	Skilled Nursing Facility
8T	Paradigm Healthcare Waterbury	31	Skilled Nursing Facility
2H	Patient's Home CT	12	Home
2I	Patient's Home RI	12	Home
8P	Pendleton Health & Rehab Cntr	32	Nursing Facility
6P	Pequot Health Center	19	Unassigned
1F	Sound Medical Associates	11	Office
8V	Village Green Of Waterbury	31	Skilled Nursing Facility
8Z	Westerly Health Center	31	Skilled Nursing Facility

Location Code	Facility Name	CMS Location Type Code	CMS Location Type Description
7M	Westerly Hospital Emer Room	23	Emergency Room - Hospital
4M	Westerly Hospital Inpatient	21	Inpatient Hospital
6M	Westerly Hospital Outpatient	22	Outpatient Hospital
8Y	Westerly Nursing Home	31	Skilled Nursing Facility
6Y	Yale New Haven Outpatient	22	Outpatient Hospital

## User, OHCA

---

**From:** Tia Sawhney <Tia.Sawhney@milliman.com>  
**Sent:** Thursday, October 05, 2017 8:58 AM  
**To:** User, OHCA; Martone, Kim  
**Cc:** YNHHSOHCAMonitor@deloitte.com; gayle.capozzalo@ynhh.org; Vincent.tammaro@ynhh.org; Vincent.petrini@ynhh.org; jennifer.willcox@ynhh.org; shraddha.patel@ynhh.org; Mccarthy, Laura; Bruce Pyenson  
**Subject:** Docket #15-32033-CON & #15-32032-CON - L+M/Yale compliance -- UPDATE

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Kim,

As copied below, we submitted a CMIR for Lawrence + Memorial Corporation Cost and Market Impact Review. The CMIR was dated August 10, 2017.

As documented in multiple portions of the CMIR, our calculations relied upon Medicare's proposed 2018 rules. Under the proposed 2018 rules, L+M Hospital was being assigned a Connecticut wage index instead of the higher Nassau/Suffolk County (NY) wage index that it has been assigned in recent years. The reassignment would have reduced L+M Hospital's 2018 Medicare fees. But, under the final rules and the correction notice recently released by Medicare, L+M Hospital will continue to be assigned to Nassau/Suffolk County for 2018.

We are therefore revising the CMIR and L+M's 2018 commercial fee caps. Since there is no longer a need for commercial fees to offset Medicare fee reductions, the revised 2018 commercial fee cap will be lower than the fee cap in the August 10 CMIR.

We plan to have the revised CMIR ready for our Wednesday meeting with you. In the interim, can you remove the August 10 CMIR from your website or mark it "pending revision"?

Thank you,  
Tia

**Tia Goss Sawhney**, DrPH, FSA, MAAA  
Healthcare Consultant and Actuary

**Milliman**  
1 Pennsylvania Plaza, 38<sup>th</sup> Floor  
New York, NY 10119 USA

646-473-3234 Office  
224-628-9876 Mobile

---

**From:** Tia Sawhney  
**Sent:** Thursday, September 07, 2017 5:15 PM  
**To:** 'OHCA@ct.gov' <OHCA@ct.gov>  
**Cc:** 'YNHHSOHCAMonitor@deloitte.com' <YNHHSOHCAMonitor@deloitte.com>; 'gayle.capozzalo@ynhh.org' <gayle.capozzalo@ynhh.org>; 'Vincent.tammaro@ynhh.org' <Vincent.tammaro@ynhh.org>; 'Vincent.petrini@ynhh.org' <Vincent.petrini@ynhh.org>; 'jennifer.willcox@ynhh.org' <jennifer.willcox@ynhh.org>; 'shraddha.patel@ynhh.org' <shraddha.patel@ynhh.org>; 'elizabeth.gonsalves@ynhh.org' <elizabeth.gonsalves@ynhh.org>; Bruce Pyenson

<bruce.pyenson@milliman.com>

**Subject:** Docket #15-32033-CON & #15-32032-CON - L+M/Yale compliance

Dear Office of Health Care Access:

Attached is our Lawrence + Memorial Corporation Cost and Market Impact Review (CMIR). Please let me know if you have questions.

Thank you,  
Tia

**Tia Goss Sawhney**, DrPH, FSA, MAAA  
Healthcare Consultant and Actuary

**Milliman**  
1 Pennsylvania Plaza, 38<sup>th</sup> Floor  
New York, NY 10119 USA

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\*\*\*\*\*

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## User, OHCA

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**From:** Roberts, Karen  
**Sent:** Monday, November 06, 2017 9:48 AM  
**To:** User, OHCA  
**Subject:** FW: L+M CMIR question  
**Attachments:** CMIR fee ratios 11-5-2017.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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**From:** Tia Sawhney [mailto:Tia.Sawhney@milliman.com]  
**Sent:** Sunday, November 5, 2017 9:12 PM  
**To:** Roberts, Karen <Karen.Roberts@ct.gov>  
**Cc:** Bruce Pyenson <bruce.pyenson@milliman.com>  
**Subject:** RE: L+M CMIR question

Dear Karen,

As you have highlighted below, our fee caps are for the cumulative commercial fee increase between FY2016 and FY2018, a 2.25 year period. Specifically, the fee caps for the 2.25 year period are 16.5% for hospital inpatient, 11.6% for hospital outpatient, and 8.0% for physician services. We provide the equivalent annual fee increases in order to facilitate comparisons to annual market and national fee increases. The cumulative fee cap allows LM+C the *potential* to regain market fee position lost during the October 2015 to December 2017 contract freeze period.

I realize now that the “no change” entries in the table below (from the October 11 revised CMIR that is pending further revision) do not make it entirely clear that the revised values are “no change” from the original fee cap and not a fee cap of 0%. I will make the next iteration of the CMIR more clear.

Also, I have attached a memo with the further information that you requested concerning commercial fees.

Tia

**Tia Goss Sawhney**, DrPH, FSA, MAAA  
Healthcare Consultant and Actuary

**Milliman**  
1 Pennsylvania Plaza, 38<sup>th</sup> Floor  
New York, NY 10119 USA

646-473-3234 Office  
224-628-9876 Mobile

---

**From:** Roberts, Karen [mailto:Karen.Roberts@ct.gov]  
**Sent:** Friday, November 03, 2017 10:14 AM  
**To:** Tia Sawhney <Tia.Sawhney@milliman.com>  
**Subject:** L+M CMIR question

Hi Tia – I’ve been asked to have you provide a clarifying email regarding what can be considered the Bottom Line in the L+M CMIR report draft from OHCA’s perspective. In the report (original and draft) the following wording is included (noting that the #s changed in the draft version):



On page (i) of the Redraft

October 11, 2017 Revision

Prior to this report, we submitted a Cost and Market Impact Review dated August 10, 2017 which relied on the best available data as of late July 2017. As of that time, Medicare had proposed changing Lawrence and Memorial Hospital’s geographic wage index assignment for 2018. The change would have reduced Lawrence and Memorial’s inpatient and outpatient fees for 2018.

More recently, Medicare released final and corrected rules for 2018 which keeps Lawrence and Memorial Hospital’s geographic wage index assignment the same as for 2017 and also changes the assignment for Backus Hospital – another hospital in the eastern Connecticut market. As a result, Lawrence and Memorial’s inpatient and outpatient 2018 Medicare fees are increasing modestly and Backus Hospital’s Medicare fees are increasing more substantially.

Lawrence and Memorial Hospital inpatient and outpatient 2018 commercial fee caps decline as a net result of these changes. The following table summarizes the original and revised fee caps.

Commercial Fee Caps

Service Line	Per Annum FY2016 to CY 2018		Cumulative FY2016 to CY 2018	
	Original	Revised	Original	Revised
Hospital Inpatient	9.6%	7.0%	22.9%	16.5%
Hospital Outpatient	5.8%	5.0%	13.5%	11.6%
Physician	3.5%	No Change	8.0%	No Change

On pages 6-7 of the Redraft

**FEE CAPS AND RECOMMENDATIONS**

Overview

In this section, in our role as an independent consultant, working to satisfy requirements of the Agreed Settlement, we estimate the fee caps for L+MC’s average commercial fees for hospital inpatient, hospital outpatient, and physician care. According to the Agreed Settlement, fee caps are the highest permitted aggregate increase in L+MC or LMMG fees for CY 2018 relative to FY2016 — a span of 2.25 years from midpoint to midpoint. Fee increases for a particular commercial health plan may be more or less than the cap.

**Commercial fee increases within maintained health plan contracts are included in the fee cap.** Condition 20 of the Agreed Settlement requires L+MC to maintain health plan contracts that were in effect as of the date of closing (September 8, 2016) through December 31, 2017. Until January 1, 2018, L+MC commercial fees can increase only if there were fee increases already incorporated within these maintained contracts. L+MC must consider these previously negotiated fee increases when setting fees for CY 2018. **According to the Agreed Settlement, the total commercial fee increase, including fee increases within maintained contracts, must not exceed the cumulative fee cap for inpatient, outpatient or physician services**

Hospital Inpatient Fee Cap

**We estimate that L+MH could increase its commercial inpatient fees per market basket service +7.0% per annum or +16.5% cumulative between FY2016 and CY2018 and maintain the same fee ratio as FY2016. Therefore, the cumulative fee change cap for the period between FY2016 and CY2018 is +16.5%.<sup>[1]</sup>**

Hospital Outpatient Fee Cap

**We estimate that L+MH could increase its commercial outpatient fees per market basket service +5.0% per annum or +11.6% cumulative between FY2016 and CY2018 and maintain the same fee ratio as FY2016. Therefore, the cumulative fee change cap for the period between FY2016 and CY2018 is +11.6%.**

Physician Fee Cap

We estimate that LMMG could increase its commercial physician fees per market basket service +3.5% per annum or +8.0% cumulative between FY2016 and CY2018 and maintain the same fee ratio as FY2016. Therefore, the **cumulative fee change cap for the period between FY2016 and CY2018 is +8.0%.**

Tia - As I indicated on our WebEx call, I think there has been some differing take-aways for what the Bottom Line is and we'd like to have cleared up both in a response Email and ultimately in the revised draft to be submitted.

From the highlighted wording above (from your report draft), is it a correct statement to say that, based on the report calculations and assumptions, L+M/LMMG can negotiated prices that can go no higher than the **cumulative cap** (16.5% for inpatient for example) for the upcoming CY 2018 timeframe. Or is it correct to say instead that just for this coming year (CY 2018) they can negotiate only up to 7% for inpatient. Please clarify this as soon as possible. Thanks. Karen

Sincerely,

*Karen Roberts*

Principal Health Care Analyst  
Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308  
P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)



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<sup>[1]</sup> Fee changes are to be measured by comparing the average commercial fee in CY2018 to the average commercial fees in FY2016.



## MEMO

November 5, 2017

To: Karen Roberts, Connecticut Office of Healthcare Access (OHCA)  
From: Tia Goss Sawhney  
Subject: Commercial Market Basket Fees  
For Lawrence + Memorial Corporation  
Cost and Market Impact Review (L+MC CMIR)

---

One Pennsylvania Plaza,  
38<sup>th</sup> Floor  
New York, NY 10119  
Tel +1 646 473.3000  
Fax +1 646 473.3199  
www.milliman.com

Milliman (we) are serving as the independent consultant under the Agreed Settlement between Yale New Haven Health Services Corporation and the CT Department of Public Health for the transfer of ownership L+MC. We recently calculated the maximum commercial fee increases LM+C could receive for calendar year (CY) 2018 compared to fiscal year (FY) 2016 so as to maintain LM+C's average price per unit of service (fee), relative to the fees of all providers serving eastern Connecticut patients. We reported the maximum commercial fee increases in the CMIR, last revised October 9, 2017.

In my presentation at OHCA on October 11, I demonstrated that Lawrence + Memorial Corporation (L+M) will maintain the ratio of its average fees<sup>1</sup> relative to the average market fees (fee ratios) for inpatient facility, outpatient facility, and physician market basket services if its average fees increases match the market average fee increases – irrespective of L+MC's initial FY2016 fee ratios. For example, *if LM+C fees are 90% of market fees and both LM+C and market fees increase 5%, then LM+C fees will still be 90% of market fees. Likewise, if LM+C fees are 110% of market fees and LM+C and market fees each increase 7% the LM+C fees will still be 110% of market fees.*

After reviewing the CMIR, the OHCA team requested more information on L+M's FY2016 fee ratios and how we developed them.

For inpatient fee ratios, we relied upon public reports that each Connecticut hospital files with OHCA. The OCHA reports provide the data necessary to calculate the case mix adjusted discharge average fee per discharge by payer for each hospital serving patients in eastern Connecticut. For the average market fee, we weighted case-mix adjusted average fee per discharge across hospitals and payers according the percentage of total market basket discharges each payer and hospital provides to eastern Connecticut patients using CHIME data, another public data source. The inpatient fee ratio was then calculated as L+MC's average fee divided by the average market fee.

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<sup>1</sup> Unless specified as commercial, Medicare, or Medicaid, "average fees" refer to fees for market basket services provided to eastern Connecticut patients across all payers (commercial, Medicare, and Medicaid) and Connecticut providers.



Medicare and Medicaid outpatient and physician fees are public and followed a methodology similar to that for inpatient. Our development of commercial outpatient and physician FY2016 fee ratios, however, is different due to the lack of public data..

While the OHCA inpatient reports contain fee information for all hospital discharges in Connecticut, no such database exists for commercial outpatient and physician fees. The Connecticut All Payer Claims Database (APCD) may be such a source in the future, but we were informed by Robert Blundo, acting Director of Access Health (by email April 2, 2017) that APCD data would not be available this year. Consequently, we used other sources that are not comprehensive. If the Connecticut APCD data becomes available in future years, we may incorporate it into our CMIR updates.

For the 2017 CMIR, we used non-comprehensive market fee sources as described in this paragraph. For L+MC's commercial fees we obtained proprietary 2016 data from L+MC's hospital and physician billing system health insurance claims data. For commercial market fees we examined two, non-duplicative Milliman-licensed datasets, Truven MarketScan and the Milliman Consolidated Health Cost Guidelines Sources Database (CHSD). The L+MC data was comprehensive for L+MC services, and it is proprietary to L+MC because it consists of L+MC negotiated fees. The Milliman licensed data is for services provided in CY2015 to a substantial population of commercially insured eastern Connecticut patients and allows us to credibly estimate FY2016 commercial market rates for eastern Connecticut patients. However, the population underlying the data, about 300,000 people, may not be perfectly representative of the entire eastern Connecticut commercial population. Sources of potential imperfect representation include the inclusion of some people from outside eastern Connecticut<sup>2</sup> and uncertainty as to whether all commercial payers were proportionately represented. Additionally, there was somewhat of a time mismatch as 2015 was the most recent data available for the market and we needed to apply trend estimates to convert the CY2015 fees to FY2016 fees.

Fortunately, as we presented to OHCA, the key to maintaining a fee ratio overtime is assuring that LM+C fee increases do not exceed the market fee increases. The fee cap calculations do not require an exact estimate of the initial FY2016 commercial market fees or the resulting commercial market fee ratio. We tested this principle, by inserting a range of FY2016 commercial market fee values, centered on our commercial market fee estimate, into our fee cap calculation. A 20% change in the outpatient market fees for FY2016 (a big change) changes the cumulative fee cap by approximately 0.2% -- approximately 0.1% per annum. If we were to release our estimate of the commercial market fees, we would release them in the form of a range.

#### Public Disclosure

L+M commercial outpatient and physician market basket fees originate from proprietary data from L+M's billing system, which represent negotiated fees, and are non-public information. Therefore, per paragraph 22e of the Agreed Settlement, we consider the commercial fees and fee ratios to be confidential and non-disclosable without the consent of YNHHS and L+M.

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<sup>2</sup> Due to HIPAA de-identification requirements, data for eastern Connecticut patients overlaps with data for central Connecticut and western Massachusetts patients.



Likewise, we consider the all-payer outpatient and physician fee ratios to be confidential as the all-payer fee ratios and the (public) Medicare and Medicaid ratios, a reader to “back into” the commercial fee ratios.

#### Caveats

Further information is available in our Lawrence + Memorial Corporation Cost and Market Impact Review, most recently revised October 11, 2017.

The American Academy of Actuaries requires its members to identify their qualifications in communications. I am an actuary, employed by Milliman, and meet the Academy's qualifications to issue this communication.





## User, OHCA

---

**From:** Roberts, Karen  
**Sent:** Wednesday, November 15, 2017 11:10 AM  
**To:** Sauders, Kelly (US - New York)  
**Cc:** Cotto, Carmen; Martone, Kim; User, OHCA  
**Subject:** RE: L+M Monitor Requirement - Six Month Report - plan and question

Thanks Kelly. We will look forward to your six month Report. Karen

Sincerely,

*Karen Roberts*

Principal Health Care Analyst  
Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308  
P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)



---

**From:** Sauders, Kelly (US - New York) [mailto:ksauders@deloitte.com]  
**Sent:** Wednesday, November 15, 2017 10:59 AM  
**To:** Roberts, Karen <Karen.Roberts@ct.gov>  
**Cc:** Cotto, Carmen <Carmen.Cotto@ct.gov>  
**Subject:** Re: L+M Monitor Requirement - Six Month Report - plan and question

Hi- yes so sorry I did - they are not and have not been subject to a Consent Order.

On Nov 15, 2017, at 10:44 AM, Roberts, Karen <[Karen.Roberts@ct.gov](mailto:Karen.Roberts@ct.gov)> wrote:

Hi Kelly – checking to see if you received this email. Let me know if you know the answer to this question. Thanks. Karen

Sincerely,

*Karen Roberts*

Principal Health Care Analyst  
Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308  
P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)

<image001.jpg><image002.jpg>

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**From:** Roberts, Karen  
**Sent:** Thursday, November 9, 2017 1:49 PM  
**To:** 'Sauders, Kelly (US - New York)' <[ksauders@deloitte.com](mailto:ksauders@deloitte.com)>  
**Subject:** RE: L+M Monitor Requirement - Six Month Report - plan and question

Kelly – can you clarify for me whether L+M Hospital had to enter a pre-licensing Consent Order with the facility licensing staff. Does L+M (or you) have to report regularly to DPH FLIS regarding any Consent Order? Thanks. Karen

Sincerely,

*Karen Roberts*  
Principal Health Care Analyst  
Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, CT 06134-0308  
P: (860) 418-7041 / F: (860) 418-7053 / E: [karen.roberts@ct.gov](mailto:karen.roberts@ct.gov)

<image001.jpg><image002.jpg>

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**From:** Sauders, Kelly (US - New York) [<mailto:ksauders@deloitte.com>]  
**Sent:** Thursday, November 9, 2017 11:03 AM  
**To:** Martone, Kim <[Kimberly.Martone@ct.gov](mailto:Kimberly.Martone@ct.gov)>; Roberts, Karen <[Karen.Roberts@ct.gov](mailto:Karen.Roberts@ct.gov)>  
**Cc:** DeMerlis, Ryan John (US - Philadelphia) <[rdemerlis@DELOITTE.com](mailto:rdemerlis@DELOITTE.com)>  
**Subject:** RE: L+M Monitor Requirement - Six Month Report - plan and question

*Dear Kim –*

*I wanted to send across a note to inform you of our plan to fulfill our requirements related to our bi-annual reporting of YNHHS's Conditions under their Affiliation Agreement with Lawrence + Memorial. 15-32033-CON Condition 16 speaks to D&T's bi-annual written report summarizing activities from the prior six month period. In order to capture YNHHS's filings due November 30 and completing the first reporting period of the agreement, we intend to complete a site-visit and file our report on December 4, 2017. In doing so, we will monitor the reporting that YNHHS must adhere to for the first reporting period.*

*Please feel free to reach out to me with any questions. I have included a quick explanation of the Condition below, for your reference.*

*Thanks,  
Kelly*

<p>15-32033-CON Condition 16: The Independent Monitor will report to both OHCA and FLIS. The Independent Monitor shall</p>	<p>D&amp;T will plan, at a minimum, two site visits per year. The site visits</p>
--	---

<p>conduct on-site visits of L+MH on no less than a semi-annual basis<sup>[1]</sup> to assess adherence to DPH's Consent Order. The Independent Monitor shall furnish a written report of his or her assessment to OHCA and FLIS within thirty (30) days of the completion of each on-site review. YNHHSO will have the opportunity to review and provide written responses to the report. As OHCA deems necessary, the Independent Monitor shall meet with OHCA and FLIS personnel to discuss the written report and will perform additional periodic reviews. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify and monitor compliance with the Conditions set forth herein.</p>	<p>will include meetings with Administration/Leadership and review of any documentation requested by D&amp;T. D&amp;T will provide a report that summarizes the activities from the prior six month period along with any recommendations or observations to YNHHSO, OHCA, and FLIS. Procedures associated with 15-32033-CON Condition #16 are expected to coincide/satisfy 15-32033-CON Conditions 33b and 33d as well.</p>
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<sup>[1]</sup> The semi-annual basis will be defined as six months post-closing and on the anniversary of the closing date to coincide with meetings with the community representatives per Conditions # 33b and 33d

## User, OHCA

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**From:** Topalian, Jeryl <Jeryl.Topalian@YNHH.ORG>  
**Sent:** Thursday, November 30, 2017 2:14 PM  
**To:** User, OHCA  
**Cc:** Capozzalo, Gayle; Green, Patrick; Petrini, Vincent; Tammaro, Vincent; 'ynhhscohcmonitor@deloitte.com'; Willcox, Jennifer; Perrone, Brett  
**Subject:** Docket Number 15-32032-CON and Docket Number 15-32033-CON  
**Attachments:** OHCA - Condition 25, 32f, 7c -Synergy Savings Report.pdf; OHCA - Condition 25, 32f iii,32f iv, 7c - Financial Statements.pdf; OHCA - Condition 17 33b 33d - Community Meetings Narrative.pdf; OHCA - Condition 10 - Policy Amendment Narrative.pdf; OHCA - Condition 8 - Financial Measures and Indicators.pdf; OHCA - Condition 7, 19a, 32b - Resource Investment Report.pdf; OHCA - Condition 6 -Top 25 DRG and CPT Codes.pdf; OHCA FY17 Annual CON Filing Cover Letter with GC Signature.pdf; OHCA - Conditions 11,12 - Community Benefit and Cultural Services.pdf; OHCA - Conditions 1,5,6,10,7(a,b),18,20(a-c),24,27-30, 32(a,c,d,e,g) - Affirmations.pdf

Attached please find documents submitted to comply with Conditions of Docket #15-32033-CON: “Transfer of Ownership of Lawrence + Memorial Corporation to Yale New Haven Health Services Corporation” and Docket #15-32032-CON: “Transfer of Ownership of Group Practice by the Merger of L+M Physician Association into Northeast Medical Group” for the 6-month reporting period ending September 30, 2017.

The compliance documents attached address the following Conditions for Docket #15-32033-CON and Docket #15-32032-CON as noted:

- Condition 6 – Top Most Frequent MSDRG-and CPT Codes for LM+H
- Conditions 7/19a/32b – Investments Report
- Condition 8 – Financial Measurement Report
- Condition 10 – Revision to Charity Care Policy
- Condition 11 and 12 – Annual Community Benefit Report and Cultural and Linguistically Appropriate Services Report
- Conditions 17/33b/33d – Community Meetings and Public Forums Report
- Conditions 25, 32f (i and ii) (or 7c of Docket #15-32032-CON) – Savings Report
- Condition 32f (iii and iv) (or 7c of Docket #15-32032-CON) – Financial Statements
- Conditions 20a/32c (or 1/7a of Docket #15-32032-CON) – Affirmation regarding Payer Contracts – Hospital
- Condition 32e – Affirmation regarding Charity Care Policies
- Conditions 18/32a – Affirmation regarding retention of Services
- Conditions 24/32d (or 5/7b of Docket #15-32032-CON) – Affirmation regarding Physician Offices
- Conditions 27, 28, 29, 30, 32g (or 6 of Docket #15-32032-CON) – Affirmations regarding HR policies

If you have any questions, please feel free to contact me.

Regards,  
Jeryl

**Jeryl Topalian**  
**Director Strategy & Regulatory Planning**  
Strategy and Regulatory Planning & Reporting  
Office: 203-688-5721  
Cell: 203-215-7872  
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**Submitted to Comply with Docket # 15-32033-CON: Conditions 25, 32f(i), and 32f(ii) and Docket # 15-32032-CON: Condition 7c**

**Synergy Savings Report  
Semi-Annual Period: April 1, 2017 to September 30, 2017**

OHCA Conditions are as follows for Docket # 15-32033-CON:

25. L+M shall attain cost savings as a result of the affiliation with YNHHS as described in the CON application.

32f(i). L+M and YNHHS shall provide a narrative update on the progress of the implementation of the five-year plan to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives.

32f(ii). L+M and YNHHS shall provide a report identifying L+M and L+MH cost savings totals since the Closing Date for the following Operating Expense Categories: Salaries and Wages, Fringe Benefits, Contractual Labor Fees, Medical Supplies and Pharmaceutical Costs, Depreciation and Amortization, Interest Expense, Malpractice Expense, Utilities, Business Expenses and Other Operating Expenses. The categories shall be consistent with the major operating expense categories (Categories A, B, C, D, E, F, G, H, I, J, and K) that are in use at the time of reporting in the OHCA Hospital Reporting System ("HRS") Report 175 or successor report. YNHHS shall also file a narrative describing the specifics of the cost savings for each of these expense categories.

OHCA Condition is as follows for Docket # 15-32032-CON:

7c. YNHHS and L+M shall submit a detailed and comprehensive document showing the five-year-plan to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices cross LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include a completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports.

**Narrative for Docket # 15-32033-CON: Conditions 25, 32f(i), and 32f(ii) and Docket # 15-32032-CON: Condition 7c**

As outlined in the CON document for Docket # 15-32033-CON, L+M and YNHHS anticipated extensive cost savings as a result of the affiliation stemming from supply chain discounts and efficiencies, and economies of scale related to IT, finance, insurance, equipment, supplies, and other administrative services.

In the March 7, 2017 filing with OHCA, L+M and YNHHS projected \$4,138,484 in savings for FY 2017. Actual cost savings achieved in the full year FY 2017 as well as the second six months of the year are provided in the table below according to the major expense categories outlined by OHCA and Report 175.

Categories	Semi-Annual Reporting Period: 4/1/17-9/30/17			Fiscal Year 2017: 10/1/16-9/30/17		
	Projected Savings	Actual Savings	Variance	Projected Savings	Actual Savings	Variance
Wages	\$800,700	\$3,390,908	\$2,590,208	\$1,601,400	\$4,494,042	\$2,892,641
Fringe Benefits	\$141,840	\$963,807	\$821,967	\$283,680	\$1,294,343	\$1,010,662
Contractual Labor Fees	\$0	\$0	\$0	\$0	\$0	\$0
Medical Supplies and Pharmaceutica	\$670,000	\$1,186,367	\$516,367	\$1,340,000	\$1,866,236	\$526,236
Depreciation/Amortization	\$0	\$0	\$0	\$0	\$0	\$0
Interest Expense	\$0	\$0	\$0	\$0	\$0	\$0
Malpractice Expense	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$0	(\$52,492)	(\$52,492)	\$0	\$104,562	\$104,562
Business Expense	\$456,702	\$910,039	\$453,337	\$913,403	\$1,715,485	\$802,082
Other Operating Expense	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Synergies</b>	<b>\$2,069,242</b>	<b>\$6,398,630</b>	<b>\$4,329,388</b>	<b>\$4,138,484</b>	<b>\$9,474,667</b>	<b>\$5,336,183</b>

Note: Results for the second six months of FY 2017 (the period 4/1/17-9/30/17) were calculated by taking full year results and subtracting results presented previously for the period 10/1/16-3/31/17. (Any changes that may have affected results previously reported for the period 10/1/16-3/31/17 are incorporated into the full year results. Such changes would have been due to updates to financial information received after submission of the previous report.)

L+M's actual savings of \$9,474,667 for FY2017 have surpassed those projected by \$5,336,183. Actual savings exceeded projected in every major expense category where savings were anticipated. Below includes a brief narrative for the relevant major expense categories with additional detail provided in the Tables that follow.

*1. Wages and Fringe Benefits*

Corporate services integration in IT, finance, and other administrative areas were anticipated to be the primary driver of savings in the wages and fringe benefit expense category. During the second half the year, savings in wages and fringe benefits surpassed expectations due to successful integration efforts in several select business units. Management of vacancies and attrition to achieve efficiencies was a key focus for L+M and OHCA, as outlined in the Conditions in the Agreed Settlement. A YNHHS vacancy review process and management



program newly instituted at L+M has resulted in significant savings for L+MH. LMMG also experienced savings through provider attrition.

2. *Medical and Supplies Expense*

Actual savings within the medical supplies and pharmaceutical expense category were in-line with those projected. As anticipated, much of the savings were due to L+M becoming part of the system-wide group purchasing organization (GPO) since the affiliation and receiving reduced pricing under system contracts. The impact was experienced in a number of areas including surgical services, pharmacy, ancillary services, and cardiology/interventional radiology. L+M was also able to save on medical equipment service contracts through system pricing.

3. *Utilities*

Although unanticipated, L+M achieved energy savings since coming into the YNHHS system by renewing its utilities contract to reduce spending on electricity.

4. *Business Expense*

Within the business expense category, L+M and YNHHS anticipated savings as a result of reduced consulting fees and expenses from outside purchases services. Since the affiliation, L+M has been able to use system resources and save in these areas through a reduction in outside legal contract services, marketing agency services, and physician recruitment agency services. In addition, other opportunities have emerged and L+M has experienced savings due to a reduction in travel expenses by personnel; GPO pricing in IT, non-clinical functions, and facilities; better insurance and treasury options that reduced cost, yet improved coverage; and reduced bank fees through adoption of system bank fee arrangements.

L+M and YNHHS continue to explore opportunities for additional savings in the above major expense categories and other areas.

# Lawrence + Memorial Healthcare (including L+M Hospital and LMMG)

## Synergy Savings Report and Summary

Docket #15-32033-CON: Condition 25, 32f(i), and 32f(ii) and Docket #15-32032: Condition 7c

Semi-Annual Reporting Period: 4/1/17-9/30/17 and Full Fiscal Year 2017

Categories	Semi-Annual Reporting Period: 4/1/17-9/30/17			Fiscal Year 2017: 10/1/16-9/30/17		
	Projected Savings	Actual Savings	Variance	Projected Savings	Actual Savings	Variance
Wages	\$800,700	\$3,390,908	\$2,590,208	\$1,601,400	\$4,494,042	\$2,892,641
Fringe Benefits	\$141,840	\$963,807	\$821,967	\$283,680	\$1,294,343	\$1,010,662
Contractual Labor Fees	\$0	\$0	\$0	\$0	\$0	\$0
Medical Supplies and Pharmaceuticals	\$670,000	\$1,186,367	\$516,367	\$1,340,000	\$1,866,236	\$526,236
Depreciation/Amortization	\$0	\$0	\$0	\$0	\$0	\$0
Interest Expense	\$0	\$0	\$0	\$0	\$0	\$0
Malpractice Expense	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$0	(\$52,492)	(\$52,492)	\$0	\$104,562	\$104,562
Business Expense	\$456,702	\$910,039	\$453,337	\$913,403	\$1,715,485	\$802,082
Other Operating Expense	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Synergies</b>	<b>\$2,069,242</b>	<b>\$6,398,630</b>	<b>\$4,329,388</b>	<b>\$4,138,484</b>	<b>\$9,474,667</b>	<b>\$5,336,183</b>

Results for the second six months of FY 2017 (the period 4/1/17-9/30/17) were calculated by taking the full year results and subtracting results presented previously for the period 10/1/16 - 3/31/17. Any changes that may have affected results previously reported (period 10/1/16-3/31/17) are incorporated into the full year results. Such changes would have been due to updates to financial information received after submission of previous report.

Semi-Annual reporting periods: 10/1/16-3/31/17; 4/1/17-9/30/17; 10/1/17-3/31/18; 4/1/18-9/30/18. Annual reporting periods: 10/1/18-9/30/19; 10/1/19-9/30/20; 10/1/20-9/30/21

Summary page due to OHCA with detailed narrative 60 days following reporting period. Due to Regulatory 30 days prior.

\*Although projected summary showing plans annually, 6-month projections are required when reporting through 9/30/18.



**Lawrence + Memorial Healthcare (Including L+M Hospital and LMMG)**  
**Detailed Narrative Update on the Implementation Progress of the Plan Resulting from Non-Clinical Shared Services Opportunities**  
**Docket #15-32033-CON: Condition 32f(i) and Docket #15-32032-CON: Condition 7c**  
**Semi-Annual Reporting Period: 4/1/17-9/30/17 and Full Fiscal Year 2017**

COST SAVINGS INVESTMENT	DESCRIPTION OF AND RATIONALE FOR PROJECT	SAVINGS AMOUNT 4/1/17 - 9/30/17	SAVINGS AMOUNT 10/1/16 - 9/30/17	APPLICABLE EXPENSE CATEGORY
<b>Supply Chain Savings / Information Technology Services (ITS) Savings</b>				
Supply Chain Savings (including ITS)	Since the affiliation, L+M has become part of the system-wide GPO (group purchasing organization) and began receiving more optimal pricing under the YNHHS contracts or through combined volume tiers. Supply chain savings were experienced in a number of areas including ITS, surgical services, pharmacy, ancillary services, and cardiology/interventional radiology. L+M was also able to achieve savings on medical equipment service contracts through system pricing.	\$1,732,110	\$2,627,963	Medical Supplies and Pharmaceuticals and Business Expense
<b>Clinical and Business Practices Integration Across LMC/YNHHS and LMMG/NEMG</b>				
Labor - Attrition, Integration Synergies, and Vacancy Management	To increase savings, FTEs that remained open during the entire prior 12 month period were not filled - the goal being to accomplish labor savings without impacting currently employed staff. LMMG also achieved savings through provider attrition. In addition, a number of positions within Corporate Services were realigned to better employ existing staff and capabilities across the company while aligning functions and removing redundancies. Also, after the affiliation, the standard practice of "Vacancy Review" employed at YNHHS (i.e., review by a committee of senior HR and operational leadership of all vacant positions before posting for hire) was implemented at L+M. This process enabled L+M to successfully redesign and better manage the staffing and types of labor in various areas to achieve savings without impacting currently employed staff.	\$4,354,715	\$5,788,384	Wages and Fringe Benefits
Legal Services	As part of the affiliation, YNHHS was able to absorb work previously completed by outside legal firms for both L+M and LMMG utilizing the YNHHS in-house legal team. This resulted in costs savings for L+M.	\$0	\$281,239	Business Expense
Banking, Insurance, Treasury Services	As a result of the affiliation, L+M was able to use YNHHS's existing banking, insurance, and treasury options to negotiate better arrangements that combined to improve coverage, reduce costs and increase operational efficiency.	\$207,545	\$415,089	Business Expense
Consulting	As part of the affiliation with NEMG, LMMG was able to reduce outside consulting services expenses.	\$142,639	\$142,639	Business Expense
Marketing Services	Prior to the affiliation, L+MH used the services of an outside creative agency for advertising and marketing services. Since the affiliation, this work has been incorporated into work already being completed at the YNHHS system level.	\$46,500	\$84,896	Business Expense
Travel Expense	An initiative at L+M to create more visibility and to target reduction of traveling expense incurred by personnel resulted in decreases in annual cost.	(\$43,943)	\$8,795	Business Expense

Lawrence + Memorial Healthcare (Including L+M Hospital and LMMG)  
 Detailed Narrative Update on the Implementation Progress of the Plan Resulting from Non-Clinical Shared Services Opportunities  
 Docket #15-32033-CON: Condition 32(f) and Docket #15-32032-CON: Condition 7c  
 Semi-Annual Reporting Period: 4/1/17-9/30/17 and Full Fiscal Year 2017

COST SAVINGS INVESTMENT	DESCRIPTION OF AND RATIONALE FOR PROJECT	SAVINGS AMOUNT 4/1/17 - 9/30/17	SAVINGS AMOUNT 10/1/16 - 9/30/17	APPLICABLE EXPENSE CATEGORY
Provider Recruitment Expense	As part of the affiliation with NEMG, LMMG was able to reduce contractual service expenses used for provider recruitment.	\$11,556	\$21,100	Business Expense
<b>Reduced Cost of Capital</b>				
n/a	n/a	n/a	n/a	
<b>Population Health Initiatives</b>				
n/a	n/a	n/a	n/a	
<b>Other</b>				
Energy Savings	Since coming into the YNHHS, L+M renewed contract negotiations for utility services resulted in reduced annual expenditures on electricity.	(\$52,492)	\$104,562	Utilities
<b>TOTAL</b>		<b>6,398,630</b>	<b>9,474,667</b>	

SIGNATURE:   
 Vincent Tammaro, Exec VP & Chief Financial Officer, YNHHS and Chief Financial Officer, YNH

Financial information is based on unaudited financial statements.

Results for the second six months of FY 2017 (the period 4/1/17-9/30/17) were calculated by taking the full year results and subtracting results presented previously for the period 10/1/16 - 3/31/17. Any changes that may have affected results previously reported (period 10/1/16-3/31/17) are incorporated into the full year results. Such changes would have been due to updates to financial information received after submission of previous report.

**Semi-Annual reporting periods:** 10/1/16-3/31/17; 4/1/17-9/30/17; 10/1/17-3/31/18; 4/1/18-9/30/18. **Annual reporting periods:** 10/1/18-9/30/19; 10/1/19-9/30/20; 10/1/20-9/30/21

Detailed narrative due to OHCA with summary page 60 days following reporting period. Due to Regulatory 30 days prior.



**Submitted to Comply with Docket # 15-32033-CON: Condition 10**

**Notice of Amendment to Policy**

OHCA condition is as follows:

10. For three (3) years following the Closing Date, YNHHS shall provide written notice to OHCA of any modifications, amendment or revision to the charity care, indigent care and community volunteer services policies of L+MH with thirty (30) days of such change. The notice of these changes shall be accompanied by copies of any revised policies and the notice and revised policies shall be posted on the website of L+MH simultaneously with their submission to OHCA. OHCA is imposing this Condition to ensure continued access to health care services for the patient population. *Legal and Factual Basis: Stat. §§ 19a-613(b), 10a-639(a)(5),(6) & (11); FF 26*

**Narrative for Condition 10:**

The YNNHS Financial Assistance (charity and free care) policy was adopted by L+MH in January, 2017 as specified in Condition 9 of Docket # 15-32033 which states:

*Following the Closing Date, L+MH will adopt YNHHS's financial assistance (charity and free care) policies or adopt other policies that are at least generous and benevolent to the community as L+MH's current policies, consistent with state and federal law. These policies shall be posted on the website pages of L+MH and as additionally required by applicable law. OHCA is imposing this Condition to ensure continued access to healthcare services for the patient population.*

The policy was posted on the L+MH website, and a copy of the new policy accompanied the notification to OHCA on February 17, 2017.

The YNHHS Financial Assistance (charity and free care) policy was amended in June, 2017, and the amended policy covered all YNHHS hospitals, including L+M Hospital. The amended policy was posted on the L+MH website at that time. The YNHHS Financial Assistance policy continues to be at least as generous and benevolent to the community as L+MH policies in effect at the Closing Date. The amendment further defined the eligibility for discounted care, clarified terminology regarding hospital bed funds, and updated the Federal Poverty Guidelines to the 2017 standards.

The updated policy is included as an attachment to provide OHCA with written notice of this amendment to the L+MH Financial Assistance policy.

<b>Service Area:</b> Corporate Business Services	<b>YALE NEW HAVEN HEALTH SYSTEM POLICIES &amp; PROCEDURES</b>	
<b>Title:</b> Financial Assistance Programs Policy		
<b>Date Approved:</b> 09/20/2013	<b>Approved by:</b> Boards of Trustees Senior Vice President, Finance	
<b>Date Effective:</b> 09/20/2013 1/1/2017 Lawrence + Memorial Hospital and Westerly Hospital	<b>Date Reviewed/Revised:</b> 01/21//2015, 09/30/2016, 12/16/2016, 6/1/2017	
<b>Distribution:</b> MCN Policy Manager	<b>Policy Type (I or II):</b> Type I	
<b>Supersedes:</b> Yale New Haven Hospital Financial Assistance Programs for Hospital Services (NC:F-4) Bridgeport Hospital Financial Assistance Programs for Hospital Services (9-13) Greenwich Hospital Overview of Financial Assistance Programs for Hospital Services Lawrence + Memorial Hospital and Westerly Hospital Charity Care, Financial Assistance, Free Bed Fund Policy		

## PURPOSE

Yale New Haven Health System (“YNHHS”) recognizes that patients may not be able to pay for medically necessary health care without financial assistance. Consistent with its mission, YNHHS is committed to assuring that the ability to pay will be considered carefully when setting amounts due for emergency and other medically necessary hospital services.

In furtherance of its mission, YNHHS has established the Financial Assistance Programs (“FAP”) to assist individuals with paying for emergency and other medically necessary care. The objectives of the FAP are to:

- (i) Specify all financial assistance available under the FAP;
- (ii) Provide clear information regarding eligibility criteria, application requirements and the method for applying for financial assistance;
- (iii) Describe the basis for calculating amounts charged to FAP-eligible patients for emergency or other medically necessary care; and
- (iv) Describe the steps YNHHS hospitals take to widely publicize this FAP within the communities served by YNHHS.

## APPLICABILITY

This policy applies to each licensed hospital affiliated with YNHHS, including Bridgeport Hospital (“BH”), Greenwich Hospital (“GH”), Lawrence + Memorial Hospital (“LMH”), Yale New Haven Hospital (“YNHH”) and Westerly Hospital (“WH”) (each a “Hospital”).

## POLICY

### I. Scope and Provider List

A. **Emergency and Other Medically Necessary Care.** The FAP apply to emergency and other medically necessary care, including inpatient and outpatient services, billed by a Hospital. The FAP exclude: (a) private room or private duty nurses; (b) services that are not medically necessary, such as elective cosmetic surgery; (c) other elective convenience fees, such as television or telephone charges, and (d) other discounts or reductions in charges not expressly described in this policy.

B. **Provider List.** A list of providers who provide emergency and other medically necessary care at a Hospital can be found here:

[https://www.ynhh.org/~media/files/ynhhs/forms/financial/011117/ynhh\\_fap\\_policy\\_list\\_2017.pdf](https://www.ynhh.org/~media/files/ynhhs/forms/financial/011117/ynhh_fap_policy_list_2017.pdf)

The list indicates if the provider is covered under the FAP. If the provider is not covered under this FAP, patients should contact the provider’s office to determine if the provider offers financial assistance and if so what the provider’s financial assistance policy covers.

### II. Financial Assistance Programs and Eligibility

Financial assistance is available to U.S. citizens and residents who complete the required financial assistance application and meet the additional eligibility requirements described below.

A. **Free Care.** The Free Care program provides care at no cost to Hospital patients with gross annual family income less than or equal to 250% of the Federal Poverty Guidelines (*see Attachment 1*). Any patient that may in the Hospital’s discretion qualify for State medical assistance will be required to have a determination by the State, within the last six months.

In addition, YNHHS on behalf of BH, GH, and YNHH uses a third party screening tool to assist in identifying individuals with self-pay balances who have not applied for financial assistance, but whose income is less than or equal to 250% of the Federal Poverty Level (*i.e.*, eligible for free care). If a patient is identified through this process outstanding hospital balances may be adjusted to charity (free) care.

B. **Discounted Care.** If a Hospital patient does not have insurance and his or her gross annual family income is between 251% - 550% of the Federal Poverty Level the Hospital will discount care to the Hospital’s AGB (as defined in Section III below and on *Attachment 1*).

## Financial Assistance Programs Policy

- C. **Hospital Bed Funds.** You may be eligible to receive financial assistance from hospital bed funds, which are funds that have been donated to the Hospital to provide medical care to patients at a hospital. There are no specific income limits for receipt of hospital bed funds. Eligibility is determined on a case-by-case basis by the fund nominators based on financial hardship. All patients who fill out the requisite financial assistance application will automatically be considered for hospital bed funds.
- D. **Other Hospital-Specific Financial Assistance programs.**
- (i) **Yale New Haven Hospital Me & My Baby Program.** This program is available to Yale New Haven Hospital patients. It provides prenatal, labor and delivery services, and some post-partum care free of charge. You may be eligible if you live in New Haven County, do not have any type of health insurance and your family earns less than 2 ½ times the Federal Poverty Level. For more information or to request an application see our representatives at the Yale New Haven Hospital Women’s Center or call 203-688-5470.
  - (ii) **Greenwich Hospital Outpatient Clinic** serves patients insured by Medicare, Medicaid, or insurances offered through Access Health CT and whose family income is less than 4 times the Federal Poverty Level. Further, the clinic provides discounted care to individuals who are not eligible for insurance and who reside in Greenwich and have family income less than 4 times the Federal Poverty Level. For more information or to obtain an application please call 203-863-3334.

### III. Limitation on Charges - Amounts Billed to FAP-Eligible Patients

Where there is an award of financial assistance that does not cover 100% of YNHHS charges for the service, the amounts charged to patients eligible for financial assistance under this Policy will not be more than the amount a Hospital generally bills patients who have insurance coverage for such care (“AGB”). YNHHS calculates AGB annually by Hospital using the “look back method” and based on Medicare fee-for-service rates, including Medicare beneficiary cost-sharing amounts and all private health insurers that pay claims to each Hospital facility for the prior fiscal year. YNHHS may apply the percentage discount by Hospital, or may elect to use the percentage discount most favorable to YNHHS patients. AGB is set forth on Attachment 1 hereto.

As used herein, the “amount generally billed” and “look back method” have the meanings set forth in Internal Revenue Code §501(r)(5) and 1.501(r)-5.

### IV. Method of Applying for Assistance

To be eligible for financial assistance, the patient must complete the requisite application for financial assistance (“Application”). The Application sets forth (i) FAP available programs and eligibility requirements, (ii) the documentation requirements for determinations of eligibility, and (iii) the contact information for FAP assistance. The Application also specifies that (i) the Hospital will respond to each Application in writing, (ii) patients may re-apply for financial assistance under the FAP at any time, and (iii) additional free bed funds become available every year. Hospitals may not

## Financial Assistance Programs Policy

deny financial assistance under the FAP based on failure to provide information or documents that the FAP or the Application do not require as part of the Application.

YNHHS Hospitals will make reasonable efforts to determine eligibility and document any determinations of financial assistance eligibility in the applicable patient accounts. Once Hospital identifies a patient is FAP-eligible, Hospital shall:

- (i) Provide a billing statement indicating amount the individual owes as a FAP-eligible patient, including how the amount was determined and states, or describes, how the individual can get information regarding the AGB for the care;
- (ii) Refund to the individual any amount he or she has paid for the care that exceeds the amount he or she is determined to be personally responsible for paying as a FAP-eligible individual, unless such excess amount is less than \$5, or such other amount set by the IRS; and
- (iii) Take reasonable measures to reverse any extraordinary collection actions.

### **V. Non-Payment – Legal Action**

A Hospital (and any collection agency or other party to which it has referred debt) will not engage in any extraordinary collection action (“ECA”) before making reasonable efforts to determine if a patient or any other individual having financial responsibility for a self-pay account (Responsible Individual(s)) is eligible for financial assistance under this FAP. Any ECA must be approved by the Vice President of Corporate Business Services or his designee(s), prior to the initiation of any ECA.

The Hospital will follow its A/R billing cycle in accordance with internal operational processes and practices. As part of such processes and practices, the Hospital will, at a minimum, notify patients about its FAP from the date care is provided and throughout the A/R billing cycle (or during such period as is required by law, whichever is longer) by:

1. All patients will be offered a plain language summary and an application form for financial assistance under the FAP as part of the discharge or intake process from a Hospital.
2. At least three separate statements for collection of self-pay accounts will be mailed or emailed to the last known address of the patient and any other Responsible Individual(s); provided, however, that no additional statements need be sent after a Responsible Individual(s) submits a complete application for financial assistance under the FAP or has paid in-full. At least 60 days shall have elapsed between the first and last of the required three mailings. It is the Responsible Individual(s) obligation to provide a correct mailing address at the time of service or upon moving. If an account does not have a valid address, the determination for "Reasonable Effort" will have been made. All single patient account statements of self-pay accounts will include but not limited to:
  - a. An accurate summary of the hospital services covered by the statement;
  - b. The charges for such services;

## Financial Assistance Programs Policy

- c. The amount required to be paid by the Responsible Individual(s) (or, if such amount is not known, a good faith estimate of such amount as of the date of the initial statement); and
  - d. A conspicuous written notice that notifies and informs the Responsible Individual(s) about the availability of financial assistance under the FAP including the telephone number of the department and direct website address where copies of documents may be obtained.
3. At least one of the statements mailed or emailed will include written notice that informs the Responsible Individual(s) about the ECAs that are intended to be taken if the Responsible Individual(s) does not apply for financial assistance under the FAP or pay the amount due by the billing deadline. Such statement must be provided to the Responsible Individual(s) at least 30 days before the deadline specified in the statement. A plain language summary will accompany this statement. It is the Responsible Individual(s) obligation to provide a correct mailing address at the time of service or upon moving. If an account does not have a valid address, the determination for "Reasonable Effort" will have been made.
  4. Prior to initiation of any ECA, an oral attempt will be made to contact Responsible Individual(s) by telephone at the last known telephone number, if any, at least once during the series of mailed or emailed statements if the account remains unpaid. During all conversations, the patient or Responsible Individual(s) will be informed about the financial assistance that may be available under the FAP.
  5. Subject to compliance with the provisions of this policy, a YNHHS Hospital may take the ECA listed on Attachment 2 of this Policy to obtain payment for medical services provided.

### **VI. Policy Availability**

Copies of the FAP, a plain language summary of the FAP and FAP application are available at <https://www.ynhhs.org/billing-insurance.aspx>.

Each Hospital makes available copies of the FAP, a plain language summary of the FAP and FAP application on request, free of charge, by mail or in the Hospital Emergency Department and at all points of registration in paper form in English and the primary language of any population with limited English proficiency that constitutes 5% or more of the population the Hospital serves. See Attachment 3 for a list of languages.

Contact Corporate Business Services toll free at (855) 547-4584 for information regarding eligibility or the programs that may be available to you, to request a copy of the FAP, plain language summary of the FAP, FAP application form, or Billing and Collection Policy to be mailed to you, or if you need a copy of the FAP, plain language summary, or FAP application form translated to a language other than English. Further, patients may ask Patient Registration, Patient Financial Services and Social Work/Case Management about initiating the FAP application process.



## Financial Assistance Programs Policy

Further efforts to widely publicize the FAP include publishing notices in newspapers of general circulation; providing written notice of FAP in billing statements; providing notice of FAP in oral communications with patients regarding the amount due; and holding open houses and other informational sessions.

### **VII. Management Oversight Committee**

The FAP will be overseen by a management oversight committee chaired by a Senior Vice President, YNHHS and comprised of representatives from Corporate Business Services, patient financial services, patient relations, finance, and the medical staff, as necessary. This committee will meet at least quarterly.

### **VIII. Compliance with State Law**

Each Hospital shall comply with relevant State laws, including, without limitation, Connecticut General Statutes governing Collections by Hospitals from Uninsured Patients and Rhode Island *Statewide Standard for the Provision of Charity Care* set forth in Section 11.3 of the Rhode Island Department of Health Rules and Regulations Pertaining to Hospital Conversions (the “RI Regulations”) and the *Statewide Standard for the Provision of Uncompensated Care* set forth in Section 11.4 of the RI Regulations.

### **REFERENCES**

Internal Revenue Code 501(c)(3)  
Internal Revenue Code 501(r)  
Conn. Gen. Stat. § 19a-673 et seq.  
RI Regulations 11.3 and 11.4

### **RELATED POLICIES**

YNHHS Billing and Collections Policy  
Yale New Haven Hospital Policy – Distribution of Free Care Funds NC:F-2

Financial Assistance Programs Policy

**Attachment 1**

**250% of the Federal Poverty Guidelines (FPG)**

<b>Family size:</b>	<b>Maximum Income:</b>
1	\$30,150
2	\$40,600
3	\$51,050
4	\$61,500
5	\$71,950
6	\$82,400

*\*Add \$10,450 for each additional family member*

**Amounts Generally Billed (AGB)**

Patients eligible for financial assistance under this Policy will receive assistance according to the following:

**All YNHHS Hospitals:**

<b>Annual Family Income</b>	<b>Amount of Discount % of Charges</b>	<b>Patient Pays % of Charges</b>
< or = 250% FPG	100%	0
> 250% FPG	69%	31%

*\*For calendar year 2017, AGB (% of charges): BH 32%, GH 32%, LMH 55%, YNHHS 31% and WH 31%*

**Attachment 2**

**EXTRAORDINARY COLLECTION ACTIONS**

**Property Liens**

Liens on personal residences are permitted only if:

- a) The patient has had an opportunity to apply for free bed funds and has either failed to respond, refused, or been found ineligible for such funds;
- b) The patient has not applied or qualified for other financial assistance under the Hospital's Financial Assistance Policy, to assist in the payment of his/her debt, or has qualified, in part, but has not paid his/her responsible part;
- c) The patient has not attempted to make or agreed to a payment arrangement, or is not complying with payment arrangements that have been agreed to by the Hospital and patient;
- d) The aggregate of account balances is over \$10,000 and the property(ies) to be made subject to the lien are at least \$300,000 in assessed value; and
- e) The lien will not result in a foreclosure on a personal residence.

**Attachment 3**

**Limited English Proficiency Languages**

Albanian
Arabic
Simplified Chinese
French
French Creole (Haitian Creole)
German
Greek
Hindi
Italian
Japanese
Korean
Pashto
Persian Dari
Persian Farsi
Polish
Portuguese
Portuguese Creole (Cape Verdean)
Russian
Spanish
Swahili
Tagalog
Tigrinya
Turkish
Vietnamese

**Submitted to Comply with Docket # 15-32033-CON: Condition 6**

**Top Most Frequent MS-DRG and CPT Codes for L+MH  
Annual Period: October 1, 2016 to September 30, 2017**

OHCA will receive an annual report of the total price per “unit of service” for MS-DRG and CPT codes each fiscal year through the end of FY 2019.

Condition 6. Within one hundred and eighty (180) days following the Closing Date, the Applicants shall file with OHCA the total price per “unit of service” for each of the top 25 most frequent MS-DRGs (inpatient) and the top 25 most frequent CPT codes (outpatient) for L+MH services. The first filing shall be for the period September 1, 2015 – August 30, 2016. The Applicant shall provide the same information for three (3) full fiscal years thereafter within sixty (60) days following the end of a fiscal year. OHCA shall provide the format for the filing. OHCA is imposing this condition to ensure that the proposed transfer of ownership does not adversely affect health care costs.

## L+MH Top 25 Most Frequently Utilized Services - MS-DRG (Inpatient) & CPT (Outpatient)

CT OHCA 15-32033 Condition 6

October 1, 2016 - September 30, 2017

L+MH Top 25 MS-DRG Inpatient Codes		Total Price	L+MH Top 25 CPT Outpatient Codes		Total Price
1)	775 - VAGINAL DELIVERY W/O COMPLICATING DIAGNOSES	\$5,389.85	1)	36415 - COLLECTION VENOUS BLOOD VENIPUNCTURE	\$ 4.57
2)	795 - NORMAL NEWBORN	\$1,605.11	2)	99218 - INITIAL OBSERVATION CARE/DAY 30 MINUTES	\$ 138.39
3)	871 - SEPTICEMIA OR SEVERE SEPSIS W/O MV >96 HOURS W MCC	\$14,595.02	3)	J3490 - DRUGS UNCLASSIFIED INJECTION	\$ 10.69
4)	470 - MAJOR JOINT REPLACEMENT OR REATTACHMENT OF LOWER EXT	\$20,473.07	4)	85025 - BLOOD COUNT COMPLETE AUTO&AUTO DIRNRTL WBC	\$ 16.23
5)	885 - PSYCHOSES	\$7,906.42	5)	Q9967 - LOCM 300-399MG/ML IODINE1ML	\$ 5.16
6)	794 - NEONATE W OTHER SIGNIFICANT PROBLEMS	\$2,701.94	6)	97110 - THERAPEUTIC PX 1/> AREAS EACH 15 MIN EXERCISES	\$ 99.87
7)	291 - HEART FAILURE & SHOCK W MCC	\$11,948.79	7)	80053 - COMPREHENSIVE METABOLIC PANEL	\$ 25.86
8)	189 - PULMONARY EDEMA & RESPIRATORY FAILURE	\$9,408.83	8)	99283 - EMERGENCY DEPARTMENT VISIT MODERATE SEVERITY	\$ 434.03
9)	765 - CESAREAN SECTION W CC/MCC	\$9,469.95	9)	84443 - ASSAY OF THYROID STIMULATING HORMONE TSH	\$ 38.48
10)	766 - CESAREAN SECTION W/O CC/MCC	\$8,208.83	10)	80061 - LIPID PANEL	\$ 29.36
11)	378 - G.I. HEMORRHAGE W CC	\$7,712.67	11)	81001 - URNLS DIP STICK/TABLET REAGENT AUTO MICROSCOP	\$ 7.50
12)	872 - SEPTICEMIA OR SEVERE SEPSIS W/O MV >96 HOURS W/O MCC	\$8,874.66	12)	85610 - PROTHROMBIN TIME	\$ 7.74
13)	392 - ESOPHAGITIS GASTROENT & MISC DIGEST DISORDERS W/O MCC	\$6,729.58	13)	80048 - BASIC METABOLIC PANEL CALCIUM TOTAL	\$ 20.80
14)	897 - ALCOHOL/DRUG ABUSE OR DEPENDENCE W/O REHABILITATION	\$5,825.62	14)	97140 - MANUAL THERAPY TQS 1/> REGIONS EACH 15 MINUTE	\$ 101.01
15)	065 - INTRACRANIAL HEMORRHAGE OR CEREBRAL INFARCTION W CC	\$9,299.02	15)	82565 - CREATININE BLOOD	\$ 7.40
16)	603 - CELLULITIS W/O MCC	\$6,479.02	16)	99284 - EMERGENCY DEPARTMENT VISIT HIGH/URGENT SEVERE	\$ 622.27
17)	190 - CHRONIC OBSTRUCTIVE PULMONARY DISEASE W MCC	\$9,107.65	17)	96361 - IV INFUSION HYDRATION EACH ADDITIONAL HOUR	\$ 79.14
18)	057 - DEGENERATIVE NERVOUS SYSTEM DISORDERS W/O MCC	\$25,790.24	18)	84520 - ASSAY OF UREA NITROGEN QUANTITATIVE	\$ 5.58
19)	683 - RENAL FAILURE W CC	\$7,575.31	19)	82306 - 25 HYDROXY INCLUDES FRACTIONS IF PERFORMED	\$ 74.91
20)	793 - FULL TERM NEONATE W MAJOR PROBLEMS	\$6,365.62	20)	97530 - THERAPEUT ACTVITY DIRECT PT CONTACT EACH 15 MI	\$ 119.71
21)	287 - CIRCULATORY DISORDERS EXCEPT AMI W CARD CATH W/O MCC	\$11,136.73	21)	88305 - LEVEL IV SURG PATHOLOGY GROSS&MICROSCOPIC EXA	\$ 54.52
22)	682 - RENAL FAILURE W MCC	\$11,085.58	22)	87086 - CULTURE BACTERIAL QUANTTATIVE COLONY COUNT U	\$ 16.40
23)	460 - SPINAL FUSION EXCEPT CERVICAL W/O MCC	\$33,436.33	23)	82947 - GLUCOSE QUANTITATIVE BLOOD XCPT REAGENT STRIP	\$ 4.80
24)	690 - KIDNEY & URINARY TRACT INFECTIONS W/O MCC	\$5,947.84	24)	71020 - RADIOLOGIC EXAM CHEST 2 VIEWS FRONTAL&LATERA	\$ 124.80
25)	309 - CARDIAC ARRHYTHMIA & CONDUCTION DISORDERS W CC	\$6,931.25	25)	93005 - ECG ROUTINE ECG W/LEAST 12 LDS TRCG ONLY W/O I&	\$ 74.11

\*Total Price is defined as the weighted average price for all governmental and non-governmental payers

Due internally to Regulatory 30 days prior to OHCA due date



**Submitted to Comply with Affirmations in Docket # 15-32033-CON and  
Docket # 15-32032-CON**

**Affirmations  
Semi-Annual Period: 10/1/16 – 3/31/17**

OHCA Conditions are as follows:

Docket # 15-32033 Condition 20a/20b/32c	L+MH and LMMG commercial health plan contracts in place as of the Closing are/were maintained through the remainder of their terms, and any new contracts are consistent with the commitments of paragraphs 20, 21 and 22 of the Agreed Settlement.
Docket # 15-32032 Condition 1/7a	
Docket # 15-32033 Condition 32e	L+M has adopted the YNHHSF Financial Assistance Program Policies currently in effect as of the date hereof, and that such Policies, if amended, provide assistance to patients that is at least as generous as the YNHHSF Financial Assistance Program Policies currently in effect as of the date hereof.
Docket # 15-32033 Condition 18/32a	L+M shall continue to maintain emergency room services, inpatient general medicine services, cardiology services (including emergency and elective PCI), inpatient obstetrics/gynecology services, inpatient behavioral health services, critical care unit services, and oncology services, which such services shall assure patient affordability and adhere to standards of care, quality, and accessibility and reflect local community need.  All L+MH services have been continued as required by the terms of the Agreed Settlement.
Docket # 15-32033 Condition 24/32d	No L+M physician office has been converted to hospital-based status.
Docket # 15-32032 Condition 5/7b	
Docket # 15-32033 Condition 32g	All labor and employment commitments described in the Agreed Settlement continue to be satisfied.
Docket # 15-32033 Condition 27	L+M shall continue to recognize all collective bargaining units currently organized at an L+M affiliate, and honor the collective bargaining agreements currently in place.
Docket # 15-32033 Condition 28	Employees of any L+M affiliate shall not be required to reapply for their positions as a result of the affiliation. To the extent that any L+M employees leave their employment at L+M service sites within ninety days following the Closing Date and obtain employment with a YNHHSF affiliate, such employees' seniority shall be preserved (e.g., eligibility for benefits consistent with total years of service).
Docket # 15-32032 Condition 6	
Docket # 15-32033 Condition 29	L+MH shall maintain its current wage and salary structures for its non-bargaining or non-represented employees based on hospitals of similar scope, size and market conditions in Connecticut.
Docket # 15-32033 Condition 30	L+M and YNHHSF shall use their best efforts to achieve efficiencies through the management of vacancies and attrition and to minimize the elimination of individuals' jobs.
Docket # 15-32033 Condition 10	The YNHHSF Financial Assistance Program was amended in June 2017, as described in the Condition 10 narrative, and such amended Financial Assistance Program applies to L+M Hospital.

**AFFIRMATION OF COMPLIANCE  
WITH L+M AFFILIATION AGREED SETTLEMENT CONDITIONS**

**Docket No. 15-32033-CON, L+M Corporation and Yale New Haven Health Services Corp.**

**Docket No. 15-32032-CON, Northeast Medical Group and L&M Physicians Association**

**COMPLIANCE PERIOD: April 1, 2017 to September 30, 2017**

I, Vincent Tammaro, Executive Vice President and Chief Financial Officer of Yale New Haven Health System, hereby certify that, based on my knowledge and belief, Yale New Haven Health Services Corporation (YNHHSC), Northeast Medical Group, Inc. (NEMG), L+M Corporation (L+M), Lawrence + Memorial Hospital (L+MH) and L&M Physician Association, Inc. (LMMG) have complied with the conditions of the Agreed Settlement as set forth below, effective September 8, 2016 and throughout the course of the Compliance Period described above.

<input checked="" type="checkbox"/>	Docket # 15-32033 Condition 20a/20b/32c  Docket # 15-32032 Condition 1/7a	L+MH and LMMG commercial health plan contracts in place as of the Closing are/were maintained through the remainder of their terms, and any new contracts are consistent with the commitments of paragraphs 20, 21 and 22 of the Agreed Settlement.
<input checked="" type="checkbox"/>	Docket # 15-32033 Condition 32e	L+M has adopted the YNHHSC Financial Assistance Program Policies currently in effect as of the date hereof, and that such Policies, if amended, provide assistance to patients that is at least as generous as the YNHHSC Financial Assistance Program Policies currently in effect as of the date hereof.
<input checked="" type="checkbox"/>	Docket # 15-32033 Condition 10	The YNHHSC Financial Assistance Program was amended in June 2017, as described in the Condition 10 narrative, and such amended Financial Assistance Program applies to L+M Hospital.

Signature: *Vincent Tammaro* Date: 11/30/2017

Subscribed and sworn to before me on November 30, 2017

Signature of Notary Public *Brenda L. White*

Brenda L. White  
Printed Name of Notary Public



**BRENDA L. WHITE**  
NOTARY PUBLIC OF CONNECTICUT  
My Commission Expires 6/30/2021



**AFFIRMATION OF COMPLIANCE  
WITH L+M AFFILIATION AGREED SETTLEMENT CONDITIONS**

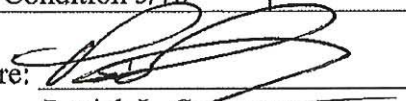
**Docket No. 15-32033-CON, L+M Corporation and Yale New Haven Health Services Corp.**

**Docket No. 15-32032-CON, Northeast Medical Group and L&M Physicians Association**

**COMPLIANCE PERIOD: April 1, 2017 to September 30, 2017**


I, Patrick Green, President and Chief Executive Officer, Lawrence and Memorial Hospital, hereby certify that, based on my knowledge and belief, Yale New Haven Health Services Corporation (YNHHSC), Northeast Medical Group, Inc. (NEMG), L+M Corporation (L+M), Lawrence + Memorial Hospital (L+MH) and L&M Physician Association, Inc. (LMMG) have complied with the conditions of the Agreed Settlement as set forth below, effective September 8, 2016 and throughout the course of the Compliance Period described above.

<input checked="" type="checkbox"/>	Docket # 15-32033 Condition 18/32a	L+M shall continue to maintain emergency room services, inpatient general medicine services, cardiology services (including emergency and elective PCI), inpatient obstetrics/gynecology services, inpatient behavioral health services, critical care unit services, and oncology services, which such services shall assure patient affordability and adhere to standards of care, quality, and accessibility and reflect local community need.  All L+MH services have been continued as required by the terms of the Agreed Settlement.
<input checked="" type="checkbox"/>	Docket # 15-32033 Condition 24/32d  Docket # 15-32032 Condition 5/7b	No L+M physician office has been converted to hospital-based status.

Signature:   
Patrick L. Green

Date: 11/15/17

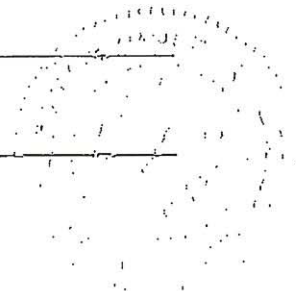
Subscribed and sworn to before me on 15<sup>th</sup> day November 2017

Signature of Notary Public 

Patti Roma Brooks  
Printed Name of Notary Public

PATTI L. ROMA-BROOKS  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES OCT. 31, 2022

Date Commission Expires \_\_\_\_\_



**AFFIRMATION OF COMPLIANCE  
WITH L+M AFFILIATION AGREED SETTLEMENT CONDITIONS**

**Docket No. 15-32033-CON, L+M Corporation and Yale New Haven Health Services Corp.**

**Docket No. 15-32032-CON, Northeast Medical Group and L&M Physicians Association**

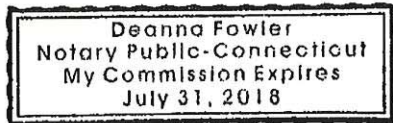
**COMPLIANCE PERIOD: April 1, 2017 to September 30, 2017**

I, Kevin Myatt, Senior Vice President, Chief Human Resources Officer, Yale-New Haven Health System, hereby certify that, based on my knowledge and belief, Yale New Haven Health Services Corporation (YNHHSC), Northeast Medical Group, Inc. (NEMG), L+M Corporation (L+M), Lawrence + Memorial Hospital (L+MH) and L&M Physician Association, Inc. (LMMG) have complied with the conditions of the Agreed Settlement as set forth below, effective September 8, 2016 and throughout the course of the Compliance Period described above.

<input checked="" type="checkbox"/>	Docket # 15-32033 Condition 32g	All labor and employment commitments described in the Agreed Settlement continue to be satisfied.
<input checked="" type="checkbox"/>	Docket # 15-32033 Condition 27	L+M shall continue to recognize all collective bargaining units currently organized at an L+M affiliate, and honor the collective bargaining agreements currently in place.
<input checked="" type="checkbox"/>	Docket # 15-32033 Condition 28  Docket # 15-32032 Condition 6	Employees of any L+M affiliate shall not be required to reapply for their positions as a result of the affiliation. To the extent that any L+M employees leave their employment at L+M service sites within ninety days following the Closing Date and obtain employment with a YNHHSC affiliate, such employees' seniority shall be preserved (e.g., eligibility for benefits consistent with total years of service).
<input checked="" type="checkbox"/>	Docket # 15-32033 Condition 29	L+MH shall maintain its current wage and salary structures for its non-bargaining or non-represented employees based on hospitals of similar scope, size and market conditions in Connecticut.
<input checked="" type="checkbox"/>	Docket # 15-32033 Condition 30	L+M and YNHHSC shall use their best efforts to achieve efficiencies through the management of vacancies and attrition and to minimize the elimination of individuals' jobs.

Signature: *Kevin D. Myatt* Date: November 2, 2017  
 Subscribed and sworn to before me on November 2, 2017

Signature of Notary Public *Deanna Fowler*  
Deanna Fowler  
 Printed Name of Notary Public  
 Date Commission Expires 7-31-2018



**Submitted to Comply with Docket # 15-32033-CON: Conditions 32f(iii) and 32f(iv) and Docket # 15-32032-CON: Condition 7c**

**Financial Statements  
Semi-Annual Period: April 1, 2017 to September 30, 2017**

OHCA Conditions are as follows for Docket # 15-32033-CON:

32f(iii). YNHHS and L+M shall submit a completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports.

32f(iv). YNHHS and L+M shall submit, for L+MH, a completed Hospital Operating Expenses by Expense Category and Department report. The format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 175 or successor report.

OHCA Condition is as follows for Docket # 15-32032-CON:

7c. YNHHS and L+M shall submit a detailed and comprehensive document showing the five-year-plan to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices cross LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include a completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports.

**Narrative for Docket # 15-32033-CON: Conditions 32f(iii) and 32f(iv) and Docket # 15-32032-CON: Condition 7c**

In the full first year of the affiliation between L+M Corporation (L+M) and Yale New Haven Health System (YNHHS), L+M has seen an improvement in financial performance. L+MH is on track to improve its operation margin and total margin compared to FY 2016 and its balance sheet has remained stable.

As of April 1, 2017, Lawrence and Memorial Physician Association (LMPA) was dissolved and operations merged into the Northeast Medical Group (NEMG).

It should be noted that the 12 months FY2017 statements are draft preliminary numbers. Final audited statements were not available at the time of this submission. Final audited financial statements are expected in March 2018.



## LAWRENCE AND MEMORIAL HOSPITAL

## TWELVE MONTHS ACTUAL FILING

## FISCAL YEAR 2017

## REPORT 100 - HOSPITAL BALANCE SHEET INFORMATION

(1)	(2)	(3)	(4)	6 Months	12 Months	(5)	(6)
		FY 2015	FY 2016	FY 2017	FY 2017	AMOUNT	%
LINE	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	ACTUAL - DRAFT FILING	DIFFERENCE	DIFFERENCE
I.	<b>ASSETS</b>						
A.	<b>Current Assets:</b>						
1	Cash and Cash Equivalents	\$13,348,901	\$3,965,054	\$8,014,677	\$17,545,451	\$13,580,397	343%
2	Short Term Investments	\$107,365,636	\$92,026,239	\$84,302,155	\$82,582,061	(\$9,444,178)	-10%
3	Accounts Receivable (Less: Allowance for Doubtful Accounts)	\$37,925,784	\$35,197,755	\$39,987,639	\$36,998,750	\$1,800,995	5%
4	Current Assets Whose Use is Limited for Current Liabilities	\$0	\$0			\$0	0%
5	Due From Affiliates	\$2,065,142	\$2,063,848	\$0	\$0	(\$2,063,848)	-100%
6	Due From Third Party Payers	\$0	\$0			\$0	0%
7	Inventories of Supplies	\$6,194,355	\$6,339,039	\$6,383,855	\$6,890,045	\$551,006	9%
8	Prepaid Expenses	\$3,125,348	\$2,228,771	\$12,257,137	\$21,647,544	\$19,418,773	871%
9	Other Current Assets	\$5,435,867	\$4,774,484	\$5,075,990	\$2,239,443	(\$2,535,041)	-53%
	<b>Total Current Assets</b>	<b>\$175,461,033</b>	<b>\$146,595,190</b>	<b>\$156,021,452</b>	<b>\$167,903,293</b>	<b>\$21,308,103</b>	<b>15%</b>
B.	<b>Noncurrent Assets Whose Use is Limited:</b>						
1	Held by Trustee	\$926,080	\$25,563	\$26,385	\$0	(\$25,563)	-100%
2	Board Designated for Capital Acquisition	\$0	\$0			\$0	0%
3	Funds Held in Escrow	\$0	\$0			\$0	0%
4	Other Noncurrent Assets Whose Use is Limited	\$21,590,850	\$23,128,435	\$23,695,450	\$37,703,894	\$14,575,459	63%
	<b>Total Noncurrent Assets Whose Use is Limited:</b>	<b>\$22,516,930</b>	<b>\$23,153,998</b>	<b>\$23,721,835</b>	<b>\$37,703,894</b>	<b>\$14,549,896</b>	<b>63%</b>
5	Interest in Net Assets of Foundation	\$0	\$0			\$0	0%
6	Long Term Investments	\$0	\$0			\$0	0%
7	Other Noncurrent Assets	\$21,783,378	\$36,989,211	\$33,443,988	\$3,158,958	(\$33,830,253)	-91%
C.	<b>Net Fixed Assets:</b>						
1	Property, Plant and Equipment	\$432,048,550	\$440,717,310	\$441,155,764	\$472,823,899	\$32,106,589	7%
2	Less: Accumulated Depreciation	\$283,857,350	\$307,044,724	\$319,471,223	\$334,433,730	\$27,389,006	9%
	<b>Property, Plant and Equipment, Net</b>	<b>\$148,191,200</b>	<b>\$133,672,586</b>	<b>\$121,684,541</b>	<b>\$138,390,169</b>	<b>\$4,717,583</b>	<b>4%</b>
3	Construction in Progress	\$2,785,773	\$9,718,135	\$16,186,789	\$1,614,906	(\$8,103,229)	-83%
	<b>Total Net Fixed Assets</b>	<b>\$150,976,973</b>	<b>\$143,390,721</b>	<b>\$137,871,330</b>	<b>\$140,005,076</b>	<b>(\$3,385,646)</b>	<b>-2%</b>
	<b>Total Assets</b>	<b>\$370,738,314</b>	<b>\$350,129,120</b>	<b>\$351,058,605</b>	<b>\$348,771,221</b>	<b>(\$1,357,899)</b>	<b>0%</b>
II.	<b>LIABILITIES AND NET ASSETS</b>						
A.	<b>Current Liabilities:</b>						
1	Accounts Payable and Accrued Expenses	\$43,009,002	\$41,254,457	\$48,272,770	\$41,438,652	\$184,195	0%
2	Salaries, Wages and Payroll Taxes	\$4,908,525	\$2,526,943	\$2,594,459	\$2,713,786	\$186,843	7%
3	Due To Third Party Payers	\$6,711,203	\$7,944,521	\$6,735,563	\$11,361,561	\$3,417,040	43%
4	Due To Affiliates	\$2,512,703	\$2,860,336			(\$2,860,336)	-100%
5	Current Portion of Long Term Debt	\$5,495,740	\$5,729,505	\$5,729,505	\$5,916,286	\$186,781	3%
6	Current Portion of Notes Payable	\$0	\$0			\$0	0%
7	Other Current Liabilities	\$0	\$0			\$0	0%
	<b>Total Current Liabilities</b>	<b>\$62,637,173</b>	<b>\$60,315,762</b>	<b>\$63,332,297</b>	<b>\$61,430,285</b>	<b>\$1,114,523</b>	<b>2%</b>
B.	<b>Long Term Debt:</b>						
1	Bonds Payable (Net of Current Portion)	\$102,938,747	\$94,968,208	\$93,849,184	\$88,789,805	(\$6,178,403)	-7%



## LAWRENCE AND MEMORIAL HOSPITAL

## TWELVE MONTHS ACTUAL FILING

## FISCAL YEAR 2017

## REPORT 150 - HOSPITAL STATEMENT OF OPERATIONS INFORMATION

(1)	(2)	(3)	(4)	6 Months	12 Months	(5)	(6)
		FY 2015	FY 2016	FY 2017	FY 2017	AMOUNT	%
LINE	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	ACTUAL - DRAFT FILING	DIFFERENCE	DIFFERENCE
<b>A. Operating Revenue:</b>							
1	Total Gross Patient Revenue	\$839,272,512	\$846,701,962	\$444,891,216	\$893,259,735	\$46,557,773	5%
2	Less: Allowances	\$483,222,533	\$503,815,087	\$272,657,700	\$544,370,003	\$40,554,916	8%
3	Less: Charity Care	\$5,405,542	\$5,374,494	\$2,710,389	\$3,625,010	(\$1,749,484)	-33%
4	Less: Other Deductions	\$12,823,282	\$12,488,508	(\$885,860)	\$14,898,564	\$2,410,056	19%
	<b>Total Net Patient Revenue</b>	<b>\$337,821,155</b>	<b>\$325,023,873</b>	<b>\$170,408,987</b>	<b>\$330,366,158</b>	<b>\$5,342,285</b>	<b>2%</b>
5	Provision for Bad Debts	\$12,798,310	\$12,339,856	\$6,638,602	\$14,986,738	\$2,646,882	21%
	<b>Net Patient Service Revenue less provision for bad debts</b>	<b>\$325,022,845</b>	<b>\$312,684,017</b>	<b>\$163,770,385</b>	<b>\$315,379,420</b>	<b>\$2,695,403</b>	<b>1%</b>
6	Other Operating Revenue	\$30,854,159	\$32,202,655	\$13,451,161	\$22,484,199	(\$9,718,456)	-30%
7	Net Assets Released from Restrictions	\$577,092	\$453,686	\$0	\$677,909	\$224,223	49%
	<b>Total Operating Revenue</b>	<b>\$356,454,096</b>	<b>\$345,340,358</b>	<b>\$177,221,546</b>	<b>\$338,541,528</b>	<b>(\$6,798,830)</b>	<b>-2%</b>
<b>B. Operating Expenses:</b>							
1	Salaries and Wages	\$140,640,103	\$142,839,009	\$70,948,624	\$138,962,608	(\$3,876,401)	-3%
2	Fringe Benefits	\$51,694,855	\$53,188,034	\$26,812,588	\$41,296,186	(\$11,891,848)	-22%
3	Physicians Fees	\$0	\$0	\$0	\$0	\$0	0%
4	Supplies and Drugs	\$56,133,288	\$51,763,282	\$22,155,539	\$43,723,418	(\$8,039,864)	-16%
5	Depreciation and Amortization	\$23,641,535	\$23,211,691	\$12,433,051	\$17,462,754	(\$5,748,937)	-25%
6	Bad Debts	\$0	\$0	\$0	\$0	\$0	0%
7	Interest Expense	\$3,553,690	\$3,520,300	\$1,722,174	\$3,302,242	(\$218,058)	-6%
8	Malpractice Insurance Cost	\$4,818,820	\$4,865,367	\$2,022,043	\$4,047,930	(\$817,437)	-17%
9	Other Operating Expenses	\$69,645,662	\$65,443,417	\$34,589,526	\$84,392,031	\$18,948,614	29%
	<b>Total Operating Expenses</b>	<b>\$350,127,953</b>	<b>\$344,831,100</b>	<b>\$170,683,545</b>	<b>\$333,187,169</b>	<b>(\$11,643,931)</b>	<b>-3%</b>
	<b>Income/(Loss) From Operations</b>	<b>\$6,326,143</b>	<b>\$509,258</b>	<b>\$6,538,001</b>	<b>\$5,354,359</b>	<b>\$4,845,101</b>	<b>951%</b>
<b>C. Non-Operating Revenue:</b>							
1	Income from Investments	\$9,936,909	\$1,820,798	\$3,340,590	\$6,926,870	\$5,106,072	280%
2	Gifts, Contributions and Donations	\$0	\$0	\$0	\$0	\$0	0%
3	Other Non-Operating Gains/(Losses)	\$0	\$0	\$0	\$0	\$0	0%
	<b>Total Non-Operating Revenue</b>	<b>\$9,936,909</b>	<b>\$1,820,798</b>	<b>\$3,340,590</b>	<b>\$6,926,870</b>	<b>\$5,106,072</b>	<b>280%</b>
	<b>Excess/(Deficiency) of Revenue Over Expenses (Before Other Adjustments)</b>	<b>\$16,263,052</b>	<b>\$2,330,056</b>	<b>\$9,878,591</b>	<b>\$12,281,229</b>	<b>\$9,951,173</b>	<b>427%</b>
<b>Other Adjustments:</b>							
	Unrealized Gains/(Losses)	\$0	\$0	\$3,303	\$0	\$0	0%
	All Other Adjustments	\$0	\$0	\$0	\$0	\$0	0%
	<b>Total Other Adjustments</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,303</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>
	<b>Excess/(Deficiency) of Revenue Over Expenses</b>	<b>\$16,263,052</b>	<b>\$2,330,056</b>	<b>\$9,881,894</b>	<b>\$12,281,229</b>	<b>\$9,951,173</b>	<b>427%</b>
	Principal Payments	\$3,370,000	\$3,540,000	\$3,720,000	\$3,720,000	\$180,000	5%

Note: 12 Months FY2017 ACTUAL DRAFT FILING are preliminary numbers. Final audited statements were not available at the time of this submission. Final audited financial statement are expected in March 2018.

**LAWRENCE AND MEMORIAL HOSPITAL  
TWELVE MONTHS ACTUAL FILING  
FISCAL YEAR 2017  
REPORT 175 - HOSPITAL OPERATING EXPENSES BY EXPENSE CATEGORY AND DEPARTMENT**

(1)	(2)	(3)	(4)	6 Months	12 Months	(5)	(6)
		FY 2015	FY 2016	FY 2017	FY 2017	AMOUNT	%
LINE	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	ACTUAL - DRAFT FILING	DIFFERENCE	DIFFERENCE
<b>I.</b>	<b>OPERATING EXPENSE BY CATEGORY</b>						
<b>A.</b>	<b>Salaries &amp; Wages:</b>						
1	Nursing Salaries	\$40,670,258	\$42,101,513	\$20,911,965	\$40,958,952	(\$1,142,561)	-3%
2	Physician Salaries	\$389,032	\$600,900	\$298,469	\$584,593	(\$16,307)	-3%
3	Non-Nursing, Non-Physician Salaries	\$99,580,813	\$100,136,596	\$49,738,190	\$97,419,064	(\$2,717,532)	-3%
	<b>Total Salaries &amp; Wages</b>	<b>\$140,640,103</b>	<b>\$142,839,009</b>	<b>\$70,948,624</b>	<b>\$138,962,609</b>	<b>(\$3,876,400)</b>	<b>-3%</b>
<b>B.</b>	<b>Fringe Benefits:</b>						
1	Nursing Fringe Benefits	\$14,949,101	\$15,677,067	\$7,901,471	\$12,169,680	(\$3,507,387)	-22%
2	Physician Fringe Benefits	\$142,996	\$223,753	\$117,815	\$181,456	(\$42,297)	-19%
3	Non-Nursing, Non-Physician Fringe Benefits	\$36,602,758	\$37,287,214	\$18,793,302	\$28,945,049	(\$8,342,165)	-22%
	<b>Total Fringe Benefits</b>	<b>\$51,694,855</b>	<b>\$53,188,034</b>	<b>\$26,812,588</b>	<b>\$41,296,185</b>	<b>(\$11,891,849)</b>	<b>-22%</b>
<b>C.</b>	<b>Contractual Labor Fees:</b>						
1	Nursing Fees	\$182,310	\$262,898	\$149,444	\$563,439	\$300,541	114%
2	Physician Fees	\$0	\$0	\$0	\$0	\$0	0%
3	Non-Nursing, Non-Physician Fees	\$1,062,834	\$1,846,987	\$385,199	\$1,328,966	(\$518,021)	-28%
	<b>Total Contractual Labor Fees</b>	<b>\$1,245,144</b>	<b>\$2,109,885</b>	<b>\$534,643</b>	<b>\$1,892,404</b>	<b>(\$217,481)</b>	<b>-10%</b>
<b>D.</b>	<b>Medical Supplies and Pharmaceutical Cost:</b>						
1	Medical Supplies	\$30,584,247	\$27,076,356	\$12,897,017	\$25,245,886	(\$1,830,470)	-7%
2	Pharmaceutical Costs	\$25,549,041	\$24,686,926	\$9,258,521	\$18,477,532	(\$6,209,394)	-25%
	<b>Total Medical Supplies and Pharmaceutical Cost</b>	<b>\$56,133,288</b>	<b>\$51,763,282</b>	<b>\$22,155,539</b>	<b>\$43,723,418</b>	<b>(\$8,039,864)</b>	<b>-16%</b>
<b>E.</b>	<b>Depreciation and Amortization:</b>						
1	Depreciation-Building	\$4,870,793	\$4,795,024	\$2,371,986	\$5,658,005	\$862,981	18%
2	Depreciation-Equipment	\$17,811,015	\$17,513,990	\$9,609,435	\$11,106,107	(\$6,407,883)	-37%
3	Amortization	\$959,727	\$902,677	\$451,630	\$698,642	(\$204,035)	-23%
	<b>Total Depreciation and Amortization</b>	<b>\$23,641,535</b>	<b>\$23,211,691</b>	<b>\$12,433,051</b>	<b>\$17,462,754</b>	<b>(\$5,748,937)</b>	<b>-25%</b>
<b>F.</b>	<b>Bad Debts:</b>						
1	Bad Debts	\$0	\$0	\$0	\$0	\$0	0%
<b>G.</b>	<b>Interest Expense:</b>						
1	Interest Expense	\$3,553,690	\$3,520,300	\$1,722,174	\$3,302,242	(\$218,058)	-6%
<b>H.</b>	<b>Malpractice Insurance Cost:</b>						
1	Malpractice Insurance Cost	\$4,818,820	\$4,865,367	\$2,022,043	\$4,047,930	(\$817,437)	-17%
<b>I.</b>	<b>Utilities:</b>						
1	Water	\$179,870	\$232,640	\$102,696	\$174,294	(\$58,346)	-25%
2	Natural Gas	\$1,083,143	\$729,722	\$463,107	\$814,197	\$84,475	12%
3	Oil	\$17,093	\$17,818	\$1,803	\$1,803	(\$16,015)	-90%
4	Electricity	\$3,177,410	\$2,855,681	\$1,188,801	\$2,724,476	(\$131,205)	-5%
5	Telephone	\$903,759	\$906,796	\$472,119	\$1,078,620	\$171,824	19%
6	Other Utilities	\$0	\$0	\$0	\$0	\$0	0%
	<b>Total Utilities</b>	<b>\$5,361,275</b>	<b>\$4,742,657</b>	<b>\$2,226,723</b>	<b>\$4,793,390</b>	<b>\$50,733</b>	<b>1%</b>
<b>J.</b>	<b>Business Expenses:</b>						
1	Accounting Fees	\$744,087	\$791,323	\$841,800	\$717,179	(\$74,144)	-9%
2	Legal Fees	\$938,011	\$1,085,131	\$288,803	\$319,216	(\$765,915)	-71%
3	Consulting Fees	\$6,596,975	\$2,318,907	\$596,230	\$906,880	(\$1,412,027)	-61%
4	Dues and Membership	\$385,002	\$378,185	\$151,258	\$298,502	(\$79,683)	-21%
5	Equipment Leases	\$1,945,609	\$1,415,529	\$586,305	\$988,129	(\$427,400)	-30%
6	Building Leases	\$2,702,266	\$1,939,428	\$1,067,644	\$2,076,961	\$137,533	7%
7	Repairs and Maintenance	\$11,575,820	\$12,252,278	\$5,669,788	\$10,856,242	(\$1,396,036)	-11%
8	Insurance	\$1,040,315	\$1,111,573	\$545,974	\$800,601	(\$310,972)	-28%
9	Travel	\$343,325	\$312,714	\$98,765	\$288,013	(\$24,701)	-8%
10	Conferences	\$13,000	\$0	\$2,192	\$2,192	\$2,192	0%
11	Property Tax	\$179,170	\$93,704	(\$126)	\$45,354	(\$48,350)	-52%
12	General Supplies	\$1,779,347	\$1,679,465	\$855,889	\$1,659,592	(\$19,873)	-1%
13	Licenses and Subscriptions	\$640,050	\$586,409	\$277,897	\$522,084	(\$64,325)	-11%
14	Postage and Shipping	\$236,255	\$219,189	\$73,229	\$148,612	(\$70,578)	-32%
15	Advertising	\$1,322,291	\$1,311,432	\$765,040	\$1,305,374	(\$6,058)	0%
16	Corporate parent/system fees	\$0	\$0	\$0	\$0	\$0	0%
17	Computer Software	\$632,110	\$296,453	\$158,254	\$192,645	(\$103,808)	-35%
18	Computer hardware & small equipment	\$79,882	\$79,311	\$23,239	\$92,137	\$12,826	16%

**LAWRENCE AND MEMORIAL HOSPITAL  
TWELVE MONTHS ACTUAL FILING  
FISCAL YEAR 2017  
REPORT 175 - HOSPITAL OPERATING EXPENSES BY EXPENSE CATEGORY AND DEPARTMENT**

(1)	(2)	(3)	(4)	6 Months	12 Months	(5)	(6)
		FY 2015	FY 2016	FY 2017	FY 2017	AMOUNT	%
LINE	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	ACTUAL - DRAFT FILING	DIFFERENCE	DIFFERENCE
19	Dietary / Food Services	\$1,982,677	\$1,975,534	\$1,060,108	\$2,059,185	\$83,651	4%
20	Lab Fees / Red Cross charges	\$976,698	\$975,852	\$477,904	\$983,514	\$7,662	1%
21	Billing & Collection / Bank Fees	\$487,671	\$441,713	\$229,934	\$324,271	(\$117,442)	-27%
22	Recruiting / Employee Education & Recognition	\$363,597	\$340,502	\$89,849	\$278,867	(\$61,635)	-18%
23	Laundry / Linen	\$40,977	\$38,007	\$10,133	\$46,075	\$8,068	21%
24	Professional / Physician Fees	\$8,776,142	\$10,719,387	\$6,552,870	\$13,199,035	\$2,479,648	23%
25	Waste disposal	\$0	\$0	\$0	\$0	\$0	0%
26	Purchased Services - Medical	\$4,768,761	\$4,659,043	\$2,159,173	\$5,027,359	\$368,316	8%
27	Purchased Services - Non Medical	\$12,719,370	\$12,522,903	\$8,709,009	\$33,059,451	\$20,536,548	164%
28	Other Business Expenses	\$1,168,984	\$24,597	\$537,002	\$152,948	\$128,351	522%
	<b>Total Business Expenses</b>	<b>\$62,438,392</b>	<b>\$57,568,569</b>	<b>\$31,828,162</b>	<b>\$76,350,418</b>	<b>\$18,781,849</b>	<b>33%</b>
<b>K.</b>	<b>Other Operating Expense:</b>						
1	Miscellaneous Other Operating Expenses	\$600,851	\$1,022,306		\$677,909	(\$344,397)	-34%
	<b>Total Operating Expenses - All Expense Categories*</b>	<b>\$350,127,953</b>	<b>\$344,831,100</b>	<b>\$170,683,545</b>	<b>\$332,509,260</b>	<b>(\$12,321,840)</b>	<b>-4%</b>
	*A.-K.The total operating expenses amount above must agree with the total operating expenses amount on Report 150						
<b>II.</b>	<b>OPERATING EXPENSE BY DEPARTMENT</b>						
<b>A.</b>	<b>General Services:</b>						
1	General Administration	\$21,854,054	\$19,507,412	\$10,038,818	\$35,929,438	\$16,422,026	84%
2	General Accounting	\$2,072,390	\$1,835,415	\$1,257,693	\$1,766,525	(\$68,890)	-4%
3	Patient Billing & Collection	\$5,452,007	\$5,390,293	\$2,384,040	\$4,381,257	(\$1,009,036)	-19%
4	Admitting / Registration Office	\$6,592,924	\$5,712,315	\$2,970,219	\$5,796,950	\$84,635	1%
5	Data Processing	\$10,695,890	\$11,701,172	\$6,004,157	\$8,875,546	(\$2,825,626)	-24%
6	Communications	\$364,288	\$372,207	\$186,244	\$372,318	\$111	0%
7	Personnel	\$53,660,271	\$55,138,738	\$28,013,490	\$43,699,538	(\$11,439,200)	-21%
8	Public Relations	\$1,740,465	\$1,738,016	\$957,979	\$1,650,063	(\$87,953)	-5%
9	Purchasing	\$2,537,020	\$1,485,342	\$1,609,210	\$2,121,647	\$636,305	43%
10	Dietary and Cafeteria	\$4,613,598	\$4,660,587	\$2,357,351	\$4,713,201	\$52,614	1%
11	Housekeeping	\$4,202,487	\$4,108,803	\$2,032,539	\$4,108,438	(\$365)	0%
12	Laundry & Linen	\$0	\$0			\$0	0%
13	Operation of Plant	\$4,018,508	\$4,515,484	\$1,911,947	\$4,331,233	(\$184,251)	-4%
14	Security	\$1,540,180	\$1,591,639	\$895,419	\$1,827,780	\$236,141	15%
15	Repairs and Maintenance	\$6,089,115	\$4,737,571	\$2,551,331	\$4,861,415	\$123,844	3%
16	Central Sterile Supply	\$2,028,759	\$1,673,457	\$764,751	\$1,648,218	(\$25,239)	-2%
17	Pharmacy Department	\$29,691,993	\$29,638,279	\$11,698,467	\$23,653,080	(\$5,985,199)	-20%
18	Other General Services	\$7,478,875	\$7,119,473	\$2,718,113	\$4,710,269	(\$2,409,204)	-34%
	<b>Total General Services</b>	<b>\$164,632,824</b>	<b>\$160,926,203</b>	<b>\$78,351,768</b>	<b>\$154,446,915</b>	<b>(\$6,479,288)</b>	<b>-4%</b>
<b>B.</b>	<b>Professional Services:</b>						
1	Medical Care Administration	\$387,046	\$420,247	\$96,893	\$206,466	(\$213,781)	-51%
2	Residency Program	\$122,349	\$124,308	\$62,154	\$124,308	\$0	0%
3	Nursing Services Administration	\$2,389,086	\$2,514,763	\$1,054,818	\$2,163,887	(\$350,876)	-14%
4	Medical Records	\$4,750,469	\$5,280,547	\$2,168,642	\$4,294,341	(\$986,206)	-19%
5	Social Service	\$2,727,088	\$2,747,442	\$1,432,425	\$2,902,996	\$155,554	6%
6	Other Professional Services	\$5,370,515	\$6,850,062	\$3,744,217	\$7,794,356	\$944,294	14%
	<b>Total Professional Services</b>	<b>\$15,746,553</b>	<b>\$17,937,369</b>	<b>\$8,559,150</b>	<b>\$17,486,354</b>	<b>(\$451,015)</b>	<b>-3%</b>
<b>C.</b>	<b>Special Services:</b>						
1	Operating Room	\$24,566,779	\$21,252,242	\$10,407,932	\$20,307,461	(\$944,781)	-4%
2	Recovery Room	\$994,955	\$991,676	\$554,377	\$1,090,072	\$98,396	10%
3	Anesthesiology	\$496,839	\$493,006	\$215,158	\$441,070	(\$51,936)	-11%
4	Delivery Room	\$118,500	\$122,075	\$57,283	\$111,688	(\$10,387)	-9%
5	Diagnostic Radiology	\$3,565,288	\$3,494,882	\$1,699,935	\$3,468,885	(\$25,997)	-1%
6	Diagnostic Ultrasound	\$2,935,254	\$2,948,958	\$1,443,352	\$3,030,207	\$81,249	3%
7	Radiation Therapy	\$2,994,087	\$3,171,628	\$1,415,368	\$2,950,862	(\$220,766)	-7%
8	Radioisotopes	\$1,516,757	\$1,724,505	\$640,549	\$1,222,457	(\$502,048)	-29%
9	CT Scan	\$2,037,069	\$2,180,894	\$1,005,320	\$2,168,880	(\$12,014)	-1%
10	Laboratory	\$15,223,990	\$14,517,400	\$7,348,646	\$14,560,042	\$42,642	0%
11	Blood Storing/Processing	\$0	\$0			\$0	0%
12	Cardiology	\$1,496,892	\$1,525,030	\$789,186	\$1,544,340	\$19,310	1%
13	Electrocardiology	\$4,158	\$70	\$53	\$82	\$12	18%
14	Electroencephalography	\$278,878	\$285,771	\$142,882	\$286,858	\$1,087	0%
15	Occupational Therapy	\$1,801,640	\$1,874,416	\$998,750	\$1,989,416	\$115,000	6%

**LAWRENCE AND MEMORIAL HOSPITAL  
TWELVE MONTHS ACTUAL FILING  
FISCAL YEAR 2017  
REPORT 175 - HOSPITAL OPERATING EXPENSES BY EXPENSE CATEGORY AND DEPARTMENT**

(1)	(2)	(3)	(4)	6 Months	12 Months	(5)	(6)
		FY 2015	FY 2016	FY 2017	FY 2017	AMOUNT	%
LINE	DESCRIPTION	ACTUAL	ACTUAL	ACTUAL	ACTUAL - DRAFT FILING	DIFFERENCE	DIFFERENCE
16	Speech Pathology	\$744,589	\$762,989	\$367,802	\$776,692	\$13,703	2%
17	Audiology	\$755,221	\$760,926	\$382,932	\$842,303	\$81,377	11%
18	Respiratory Therapy	\$2,713,543	\$2,694,154	\$1,343,174	\$2,667,672	(\$26,482)	-1%
19	Pulmonary Function	\$727	\$0	\$0	\$0	\$0	0%
20	Intravenous Therapy	\$2,154,621	\$1,461,873	\$702,881	\$1,421,337	(\$40,536)	-3%
21	Shock Therapy	\$0	\$0	\$0	\$0	\$0	0%
22	Psychiatry / Psychology Services	\$1,736,261	\$1,826,473	\$955,563	\$1,960,443	\$133,970	7%
23	Renal Dialysis	\$468,917	\$587,081	\$295,915	\$579,982	(\$7,099)	-1%
24	Emergency Room	\$10,593,872	\$10,981,590	\$6,665,280	\$10,502,840	(\$478,750)	-4%
25	MRI	\$1,619,012	\$1,604,322	\$973,696	\$1,951,367	\$347,045	22%
26	PET Scan	\$0	\$0	\$0	\$0	\$0	0%
27	PET/CT Scan	\$0	\$0	\$0	\$0	\$0	0%
28	Endoscopy	\$982,511	\$904,643	\$405,771	\$813,063	(\$91,580)	-10%
29	Sleep Center	\$1,106,596	\$795,878	\$329,950	\$668,601	(\$127,277)	-16%
30	Lithotripsy	\$0	\$0	\$0	\$0	\$0	0%
31	Cardiac Catheterization/Rehabilitation	\$4,075,654	\$4,615,958	\$2,318,946	\$4,539,324	(\$76,634)	-2%
32	Occupational Therapy / Physical Therapy	\$3,828,129	\$3,886,438	\$2,017,994	\$3,943,002	\$56,564	1%
33	Dental Clinic	\$0	\$0	\$0	\$0	\$0	0%
34	Other Special Services	\$7,600,420	\$7,320,165	\$4,818,081	\$9,581,297	\$2,261,132	31%
	<b>Total Special Services</b>	<b>\$96,411,159</b>	<b>\$92,785,043</b>	<b>\$48,296,776</b>	<b>\$93,420,245</b>	<b>\$635,202</b>	<b>1%</b>
<b>D.</b>	<b>Routine Services:</b>						
1	Medical & Surgical Units	\$20,272,594	\$20,709,022	\$10,787,492	\$21,716,658	\$1,007,636	5%
2	Intensive Care Unit	\$2,873,975	\$3,177,006	\$1,640,435	\$3,205,792	\$28,786	1%
3	Coronary Care Unit	\$3,260,733	\$3,030,022	\$1,535,263	\$2,998,087	(\$31,935)	-1%
4	Psychiatric Unit	\$2,346,724	\$2,439,777	\$1,148,978	\$2,414,681	(\$25,096)	-1%
5	Pediatric Unit	\$0	\$110,789	\$64,705	\$136,231	\$25,442	23%
6	Maternity Unit	\$5,986,189	\$6,110,500	\$3,054,998	\$6,124,682	\$14,182	0%
7	Newborn Nursery Unit	\$0	\$0			\$0	0%
8	Neonatal ICU	\$3,397,794	\$3,494,668	\$1,630,518	\$3,235,554	(\$259,114)	-7%
9	Rehabilitation Unit	\$2,628,328	\$2,423,335	\$1,118,092	\$2,316,466	(\$106,869)	-4%
10	Ambulatory Surgery	\$2,000,875	\$2,146,199	\$1,098,316	\$2,237,271	\$91,072	4%
11	Home Care	\$0	\$0			\$0	0%
12	Outpatient Clinics	\$0	\$0			\$0	0%
13	Other Routine Services	\$1,211,298	\$1,140,430	\$503,273	\$955,361	(\$185,069)	-16%
	<b>Total Routine Services</b>	<b>\$43,978,510</b>	<b>\$44,781,748</b>	<b>\$22,582,070</b>	<b>\$45,340,782</b>	<b>\$559,034</b>	<b>1%</b>
<b>E.</b>	<b>Other Departments:</b>						
1	Miscellaneous Other Departments	\$29,358,907	\$28,400,737	\$12,863,782	\$21,814,963	(\$6,585,774)	-23%
	<b>Total Operating Expenses - All Departments*</b>	<b>\$350,127,953</b>	<b>\$344,831,100</b>	<b>\$170,653,545</b>	<b>\$332,509,260</b>	<b>(\$12,321,840)</b>	<b>-4%</b>
	<b>*A.- E. The total operating expenses amount above must agree with the total operating expenses amount on Report 150.</b>						

**Note: 12 Months FY2017 ACTUAL DRAFT FILING are preliminary numbers. Final audited statements were not available at the time of this submission. Final audited financial statement are expected in March 2018.**



**Lawrence+Memorial Corporation and Subsidiaries \***  
**Statement of Cash Flows**

**DRAFT FILING -  
PRELIMINARY and SUBJECT  
to CHANGE**

**For the Twelve Months  
Ended  
September 30, 2017**

<b>Cash flows from operating activities</b>	
Change in net assets	\$ 31,565,000
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation & amortization	23,803,000
Net unreal & real (gain) loss on investments	15,836,000
Provision for bad debts	17,985,000
Pension and postretirement related changes	13,259,000
Changes in operating accounts:	
Patient accounts receivable, net	(15,009,000)
Other assets	4,912,000
Accounts payable and accrued expenses	(13,041,000)
Other liabilities	(56,338,000)
Net cash provided by operating activities	<b>22,972,000</b>
 <b>Cash flows from investing activities</b>	
Debt service fund	(1,000)
Equity adjustment upon affiliation	53,246,000
Purchase of property, plant and equipment, net	(12,000,000)
(Increase)/decrease in investment	(46,120,000)
Net cash used in investing activities	<b>(4,875,000)</b>
 <b>Cash flows from financing activities:</b>	
Principal payments on long term debt	(5,726,000)
Bequests and contributions	(1,391,000)
Net cash used in investing activities	<b>(7,117,000)</b>
Net increase in cash and cash equivalents	10,980,000
Cash at beginning of year	18,978,000
Cash at end of year	<b>\$ 29,958,000</b>

\* The statistics presented above represent data for Lawrence+Memorial Corporation and Subsidiaries (LMC). LMC, a system of healthcare that provides a wide array of services throughout the region, includes: Lawrence+Memorial Hospital; L+M Physician Association, Inc.; L+M Systems, Inc.; VNA of Southeastern Connecticut; L+M Healthcare; L+M Indemnity Ltd; VNA of Southeastern

This data has been derived from internally generated (unaudited) financial statements that are prepared and presented, in all material aspects, in accordance with the annual audited financial statements.

LAWRENCE AND MEMORIAL PHYSICIAN ASSOCIATION			
TWELVE MONTHS ACTUAL FILING			
FISCAL YEAR 2017			
REPORT 100 - BALANCE SHEET INFORMATION			
(1)	(2)	6 Months FY 2017	12 Months FY 2017
LINE	DESCRIPTION	ACTUAL	ACTUAL DRAFT FILING
<b>I. ASSETS</b>			
<b>A. Current Assets:</b>			
1	Cash and Cash Equivalents	(\$50,002)	(\$79,175)
2	Short Term Investments	\$0	\$0
3	Accounts Receivable (Less: Allowance for Doubtful Accounts)	\$1,145,732	\$1,145,733
4	Current Assets Whose Use is Limited for Current Liabilities		
5	Due From Affiliates	\$0	\$0
6	Due From Third Party Payers		
7	Inventories of Supplies	\$0	\$0
8	Prepaid Expenses	\$35,753	\$35,753
9	Other Current Assets	\$1,276,413	\$1,271,954
	<b>Total Current Assets</b>	<b>\$2,407,896</b>	<b>\$2,374,265</b>
<b>B. Noncurrent Assets Whose Use is Limited:</b>			
1	Held by Trustee	\$0	\$0
2	Board Designated for Capital Acquisition		
3	Funds Held in Escrow		
4	Other Noncurrent Assets Whose Use is Limited	\$0	\$0
	<b>Total Noncurrent Assets Whose Use is Limited:</b>	<b>\$0</b>	<b>\$0</b>
5	Interest in Net Assets of Foundation		
6	Long Term Investments		
7	Other Noncurrent Assets	\$0	\$0
<b>C. Net Fixed Assets:</b>			
1	Property, Plant and Equipment	\$3,057,388	\$3,091,387
2	Less: Accumulated Depreciation	\$0	\$0
	<b>Property, Plant and Equipment, Net</b>	<b>\$3,057,388</b>	<b>\$3,091,387</b>
3	Construction in Progress	\$0	\$0
	<b>Total Net Fixed Assets</b>	<b>\$3,057,388</b>	<b>\$3,091,387</b>
	<b>Total Assets</b>	<b>\$5,465,284</b>	<b>\$5,465,652</b>
<b>II. LIABILITIES AND NET ASSETS</b>			
<b>A. Current Liabilities:</b>			
1	Accounts Payable and Accrued Expenses	\$1,379,126	\$1,334,158
2	Salaries, Wages and Payroll Taxes	\$1,180,217	\$1,176,263
3	Due To Third Party Payers	\$5,544	\$5,544
4	Due To Affiliates	\$5,187,377	\$5,187,433
5	Current Portion of Long Term Debt		
6	Current Portion of Notes Payable		
7	Other Current Liabilities		
	<b>Total Current Liabilities</b>	<b>\$7,752,264</b>	<b>\$7,703,398</b>
<b>B. Long Term Debt:</b>			
1	Bonds Payable (Net of Current Portion)		
2	Notes Payable (Net of Current Portion)		
	<b>Total Long Term Debt</b>	<b>\$0</b>	<b>\$0</b>
3	Accrued Pension Liability	\$309,654	\$309,654
4	Other Long Term Liabilities	\$0	\$0
	<b>Total Long Term Liabilities</b>	<b>\$309,654</b>	<b>\$309,654</b>
5	Interest in Net Assets of Affiliates or Joint Venture		
<b>C. Net Assets:</b>			
1	Unrestricted Net Assets or Equity	(\$2,596,634)	(\$2,547,400)
2	Temporarily Restricted Net Assets	\$0	\$0
3	Permanently Restricted Net Assets	\$0	\$0
	<b>Total Net Assets</b>	<b>(\$2,596,634)</b>	<b>(\$2,547,400)</b>
	<b>Total Liabilities and Net Assets</b>	<b>\$5,465,284</b>	<b>\$5,465,652</b>
On March 31, 2017, Lawrence and Memorial Physician Association (LMPA) was dissolved and operations merged into the Northeast Medical Group (NEMG). Activity for the period 4/1/17 through 9/30/17 is included in NEMG financial statements.			
Note: 12 Months FY2017 ACTUAL DRAFT FILING are preliminary numbers. Final audited statements were not available at the time of this submission.			

LAWRENCE AND MEMORIAL PHYSICIAN ASSOCIATION			
TWELVE MONTHS ACTUAL FILING			
FISCAL YEAR 2017			
REPORT 150 - STATEMENT OF OPERATIONS INFORMATION			
(1)	(2)	6 Months FY 2017	12 Months FY 2017
LINE	DESCRIPTION	ACTUAL	ACTUAL - DRAFT FILING
<b>A. Operating Revenue:</b>			
1	Total Gross Patient Revenue	\$30,119,375	\$30,119,375
2	Less: Allowances	\$14,035,698	\$14,035,698
3	Less: Charity Care	\$0	\$0
4	Less: Other Deductions	\$0	\$0
	<b>Total Net Patient Revenue</b>	<b>\$16,083,677</b>	<b>\$16,083,677</b>
5	Provision for Bad Debts	\$266,238	\$266,238
	<b>Net Patient Service Revenue less provision for bad debts</b>	<b>\$15,817,439</b>	<b>\$15,817,439</b>
6	Other Operating Revenue	\$4,545,808	\$4,541,349
7	Net Assets Released from Restrictions	\$0	\$0
	<b>Total Operating Revenue</b>	<b>\$20,363,247</b>	<b>\$20,358,788</b>
<b>B. Operating Expenses:</b>			
1	Salaries and Wages	\$17,416,966	\$17,422,240
2	Fringe Benefits	\$3,591,197	\$3,592,194
3	Physicians Fees	\$0	\$0
4	Supplies and Drugs	\$939,316	\$941,885
5	Depreciation and Amortization	\$561,856	\$527,856
6	Bad Debts	\$0	\$0
7	Interest Expense	\$0	\$0
8	Malpractice Insurance Cost	\$797,004	\$797,004
9	Other Operating Expenses	\$6,132,801	\$6,165,742
	<b>Total Operating Expenses</b>	<b>\$29,439,140</b>	<b>\$29,446,921</b>
	<b>Income/(Loss) From Operations</b>	<b>(\$9,075,893)</b>	<b>(\$9,088,133)</b>
<b>C. Non-Operating Revenue:</b>			
1	Income from Investments	\$0	\$0
2	Gifts, Contributions and Donations		
3	Other Non-Operating Gains/(Losses)		
	<b>Total Non-Operating Revenue</b>	<b>\$0</b>	<b>\$0</b>
	<b>Excess/(Deficiency) of Revenue Over Expenses (Before Other Adjustments)</b>	<b>(\$9,075,893)</b>	<b>(\$9,088,133)</b>
<b>Other Adjustments:</b>			
	Unrealized Gains/(Losses)	\$0	\$0
	All Other Adjustments		
	<b>Total Other Adjustments</b>	<b>\$0</b>	<b>\$0</b>
	<b>Excess/(Deficiency) of Revenue Over Expenses</b>	<b>(\$9,075,893)</b>	<b>(\$9,088,133)</b>
	Principal Payments	\$0	\$0
<p>On March 31, 2017, Lawrence and Memorial Physician Association (LMPA) was dissolved and operations merged into the Northeast Medical Group (NEMG). Activity for the period 4/1/17 through 9/30/17 is included in NEMG financial statements.</p>			
<p>Note: 12 Months FY2017 ACTUAL DRAFT FILING are preliminary numbers. Final audited statements were not available at the time of this submission.</p>			

**Lawrence+Memorial Physician Association, Inc. \***

**Statement of Cash Flows**

**For the Twelve Months Ended  
September 30, 2017**

**Cash flows from operating activities**

Change in net assets	\$	(9,075,893)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation & amortization		561,856
Provision for bad debts		266,238
Changes in operating accounts:		
Patient Accounts Receivable, Net		(845,999)
Other receivables		(951,071)
Prepaid expenses		15,322
Accounts Payable		1,328,908
Accrued vacation & sick pay		(1,418,915)
Salaries, wages, payroll taxes		(607,701)
Due to affiliates		4,990,813
Other liabilities		(1,869,906)
Net cash used in operating activities		<b>(7,606,348)</b>

**Cash flows from investing activities**

Purchase of property, plant and equipment, net		(2,683,711)
Net cash used in investing activities		<b>(2,683,711)</b>

**Cash flows from financing activities:**

Net asset transfer from LMH		9,790,918
Net decrease in cash and cash equivalents		(499,141)
Cash at beginning of year		449,139
Cash at end of year	\$	<b>(50,002)</b>

\* The statistics presented above represent data for Lawrence+Memorial Physician Association, Inc. (LMPA) only. On April 1, 2017, LMPA was dissolved and its operations merged into Northeast Medical Group.

This data has been derived from internally generated (unaudited) financial statements that are prepared and presented, in all material aspects, in accordance with the annual audited financial statements.

**Submitted to Comply with Docket # 15-32033-CON: Condition 8**

**Financial Measurements/Indicators  
Semi-Annual Period: April 1, 2017 to September 30, 2017**

OHCA Condition is as follows:

8. For 3 years following the Closing Date, YNHHS shall submit to OHCA a financial measurement report. This report shall be submitted on a semi-annual basis and show current month and year-to-date data and comparable prior year period data for L+MH and L+M. The required information is due no later than 2 months after the end of each semi-annual period. Due dates are May 31<sup>st</sup> and November 30<sup>th</sup>. The following financial measurements/indicators should be addressed in the report:

- A. Operating performance
  - 1. Operating margin
  - 2. Non-operating margin
  - 3. Total margin
- B. Liquidity
  - 1. Current ratio
  - 2. Days cash on hand
  - 3. Days in net accounts receivables
  - 4. Average payment period
- C. Leverage and capital structure
  - 1. Long-term debt to equity
  - 2. Long-term debt to capitalization
  - 3. Unrestricted cash to debt
  - 4. Times interest earned ratio
  - 5. Debt service coverage ratio
  - 6. Equity financing ratio
- D. Additional statistics
  - 1. Income from operations
  - 2. Revenue over/(under) expense
  - 3. Cash from operations
  - 4. Cash and cash equivalents
  - 5. Net working capital
  - 6. Free cash flow (and the elements used in the calculation)
  - 7. Unrestricted net assets/retained earnings
  - 8. Bad debt as % of gross revenue
  - 9. Credit ratings (S&P, Fitch, or Moody's)

## **Narrative for Condition 8**

L+M Corporation and Subsidiaries (L+M) is a healthcare system that provides a wide array of services throughout the region. The Corporation includes Lawrence + Memorial Hospital (L+MH), L&M Physician Association Inc., L&M Systems, Inc., VNA of Southeastern Connecticut, L+M Healthcare, L+M Indemnity Ltd, and LMW Healthcare Inc. (Westerly Hospital).

The Financial Measurements/Indicators Report has been submitted for L+M Corporation and for L+MH. Financial reporting and statistics included in this submission are based on information updated through September 30, 2017. Note: this is a draft filing and numbers are preliminary. Final audited numbers were not available at the time of this submission.

As illustrated in the Financial Measurements/Indicators Report provided for the month ended September 30, 2017 and for the year-to-date periods ended September 30, 2017 and 2016, the affiliation of L+M with YNHHS has resulted in a positive financial outcome. A considerable number of the financial measurements / indicators for both the Corporation and L+MH have improved over the past twelve months since the affiliation. Specifically, total margin has turned profitable and income from operations has improved significantly. Additionally, it should be noted that these positive results for L+M were achieved while still including the operations of the Lawrence + Memorial Physician Association (LMPA) through the first six months of the fiscal year. LMPA was dissolved and operations merged into the Northeast Medical Group (NEMG) on April 1, 2017.



## FINANCIAL MEASUREMENTS/INDICATORS REPORT FOR **LAWRENCE+MEMORIAL HEALTHCARE\***

Docket # 15-32033-CON: Condition 8

Financial Measurement / Indicators	Month Ended 9/30/17	12 Months Ended 9/30/17	12 Months Ended 9/30/16
<b>A. Operating Performance</b>			
1. Operating Margin	1.80%	-0.07%	-6.32%
2. Non-Operating Margin	4.06%	4.20%	0.59%
3. Total Margin	5.86%	4.13%	-5.74%
<b>B. Liquidity</b>			
1. Current Ratio	3.03	3.03	3.15
2. Days Cash on Hand	158	156	133
3. Days in Net Accounts Receivable	39.50	38.20	39.70
4. Average Payment Period	57.1	52.5	88.1
<b>C. Leverage and Capital Structure</b>			
1. Long-term Debt to Equity	33.06%	33.06%	45.12%
2. Long-term Debt to Capitalization	27.37%	27.37%	35.03%
3. Unrestricted Cash to Debt	162.14%	162.14%	186.19%
4. Times Interest Earned Ratio	8.2	6.1	(6.1)
5. Debt Service Coverage Ratio	3.73	5.01	1.28
6. Equity Financing Ratio	55.93%	55.93%	49.71%
<b>D. Additional Statistics</b>			
1. Income from Operations	\$ 586,625	\$ (282,903)	\$ (27,615,202)
2. Revenue Over/(Under) Expense	\$ 1,906,869	\$ 16,872,989	\$ (25,022,060)
3. Cash from Operations	N/A**	\$ 22,972,000	\$ 12,848,690
4. Cash and Cash Equivalents	\$ 128,861,708	\$ 128,861,708	\$ 175,208,734
5. Net Working Capital	\$ 129,642,848	\$ 129,642,848	\$ 165,590,270
6. Free Cash Flow (and the elements used in the calculation)	N/A**	\$ 4,572,000	\$ (13,765,053)
7. Unrestricted Net Assets/Retained Earnings	87.71%	87.71%	83.68%
8. Bad Debt as % of Gross Revenue	4.51%	4.21%	3.62%
9. Credit Ratings (S&P, Fitch or Moody's)	S&P A+/Stable	S&P A+/Stable	S&P BBB+/Developing

This data has been derived from internally generated (unaudited) financial statements that are prepared and presented, in all material aspects, in accordance with the annual audited financial statements.

\* The statistics presented above represent data for Lawrence+Memorial Corporation and Subsidiaries (LMC). LMC, a system of healthcare that provides a wide array of services throughout the region, includes: Lawrence+Memorial Hospital; L+M Physician Association, Inc.; L+M Systems, Inc.; VNA of Southeastern Connecticut; L+M Healthcare; L+M Indemnity Ltd; VNA of Southeastern Connecticut, Inc.; and LMW Healthcare Inc. (Westerly Hospital).

\*\* Current month Cash from Operations and Free Cash Flow are not statistics that can be calculated.

Reporting periods: 10/1/16-3/31/17; 4/1/17-9/30/17; 10/1/17-3/31/18; 4/1/18-9/30/18; 10/1/18-3/31/19; 4/1/19-9/30/19

Report due to OHCA 5/31 and 11/30 each year. Due internally to Regulatory 30 days before.

**FINANCIAL MEASUREMENTS/INDICATORS REPORT FOR LAWRENCE+MEMORIAL HOSPITAL \***

**Docket # 15-32033-CON: Condition 8**

<b>Financial Measurement / Indicators</b>	<b>Month Ended 9/30/17</b>	<b>12 Months Ended 9/30/17</b>	<b>12 Months Ended 9/30/16</b>
<b>A. Operating Performance</b>			
1. Operating Margin	-3.11%	1.36%	-0.38%
2. Non-Operating Margin	1.54%	2.06%	0.53%
3. Total Margin	-1.57%	3.42%	0.14%
<b>B. Liquidity</b>			
1. Current Ratio	2.18	2.18	2.40
2. Days Cash on Hand	141	153	141
3. Days in Net Accounts Receivable	44.20	32.60	41.20
4. Average Payment Period	124.9	108.7	129.9
<b>C. Leverage and Capital Structure</b>			
1. Long-term Debt to Equity	56.87%	56.87%	89.96%
2. Long-term Debt to Capitalization	40.15%	40.15%	54.08%
3. Unrestricted Cash to Debt	86.51%	86.51%	92.05%
4. Times Interest Earned Ratio	(0.5)	4.5	0.6
5. Debt Service Coverage Ratio	4.97	4.97	4.30
6. Equity Financing Ratio	43.50%	43.50%	31.96%
<b>D. Additional Statistics</b>			
1. Income from Operations	\$ (786,538)	\$ 4,563,725	\$ (1,325,236)
2. Revenue Over/(Under) Expense	\$ (396,519)	\$ 11,490,595	\$ 495,562
3. Cash from Operations	N/A**	\$ 8,140,152	\$ (9,256,615)
4. Cash and Cash Equivalents	\$ 87,775,485	\$ 87,775,485	\$ 92,696,969
5. Net Working Capital	\$ 71,265,829	\$ 71,265,829	\$ 85,639,707
6. Free Cash Flow (and the elements used in the calculation)	N/A**	\$ (10,259,848)	\$ (24,666,161)
7. Unrestricted Net Assets/Retained Earnings	84.79%	84.79%	76.37%
8. Bad Debt as % of Gross Revenue	5.67%	4.21%	3.79%
9. Credit Ratings (S&P, Fitch or Moody's)	S&P A+/Stable	S&P A+/Stable	S&P BBB+/Developing

This data has been derived from internally generated (unaudited) financial statements that are prepared and presented, in all material aspects, in accordance with the annual audited financial statements.

\* The statistics presented above represent data for Lawrence+Memorial Hospital only.

\*\* Current month Cash from Operations and Free Cash Flow are not statistics that can be calculated.

Reporting periods: 10/1/16-3/31/17; 4/1/17-9/30/17; 10/1/17-3/31/18; 4/1/18-9/30/18; 10/1/18-3/31/19; 4/1/19-9/30/19

Report due to OHCA 5/31 and 11/30 each year. Due internally to Regulatory 30 days before.

November 30, 2017

Ms. Kimberly Martone  
Director of Operations  
Office of Healthcare Access  
410 Capitol Avenue  
MS #13HCA  
P.O. Box 340308  
Hartford, CT 06106

Re: Docket Number 15-32032-CON Transfer of Ownership of Group Practice by the Merger of L&M Physician Association into Northeast Medical Group  
Docket Number 15-32033-CON Transfer of Ownership of Lawrence + Memorial Corporation to Yale New Haven Health Services Corporation

Dear Ms. Martone:

Attached please find documents submitted to comply with Conditions of Docket #15-32033-CON: "Transfer of Ownership of Lawrence + Memorial Corporation to Yale New Haven Health Services Corporation" and Docket #15-32032-CON: "Transfer of Ownership of Group Practice by the Merger of L+M Physician Association into Northeast Medical Group" for the 6-month reporting period ending September 30, 2017.

In the first year of the affiliation between L+M Corporation (L+M) and Yale New Haven Health System (YNHHS), L+M has continued to see tremendous improvement in financial performance. Because of the affiliation with YNHHS, L+M has benefited from numerous cost savings initiatives, clinical, strategy, and operational investment, and efficiency process improvements. This enhanced financial performance has supported additional clinical and community investments in the region to produce greater depth and breadth of services to the people of Eastern Connecticut and Western Rhode Island.

The compliance documents attached address the following Conditions for Docket #15-32033-CON and Docket #15-32032-CON as noted:

- Condition 6 – Top Most Frequent MS DRG-and CPT Codes for LM+H
- Conditions 7/19a/32b – Investments Report
- Condition 8 – Financial Measurement Report
- Condition 10 – Revision to Charity Care Policy

**Strategy**  
789 Howard Avenue  
1059 CB  
New Haven, CT 06519  
**Phone:** 203-688-2605  
**Fax:** 203-688-3472

ynhhs.org

- Condition 11 and 12 – Annual Community Benefit Report and Cultural and Linguistically Appropriate Services Report
- Conditions 17/33b/33d – Community Meetings and Public Forums Report
- Conditions 25, 32f (i and ii) (or 7c of Docket #15-32032-CON) – Savings Report
- Condition 32f (iii and iv) (or 7c of Docket #15-32032-CON) – Financial Statements
- Conditions 20a/32c (or 1/7a of Docket #15-32032-CON) – Affirmation regarding Payer Contracts – Hospital
- Condition 32e – Affirmation regarding Charity Care Policies
- Conditions 18/32a – Affirmation regarding retention of Services
- Conditions 24/32d (or 5/7b of Docket #15-32032-CON) – Affirmation regarding Physician Offices
- Conditions 27, 28, 29, 30, 32g (or 6 of Docket #15-32032-CON) – Affirmations regarding HR policies

If you have any questions, please feel free to contact me at 203-688-2605 or [Gayle.Capozzalo@ynhh.org](mailto:Gayle.Capozzalo@ynhh.org)

Sincerely,



Gayle Capozzalo  
Executive VP / Chief Strategy Officer  
789 Howard Avenue; 1059 CB  
New Haven, CT 06519

**Submitted to Comply with Docket # 15-32033-CON: Conditions 17, 33b and 33d**

**Joint Board Meetings  
Public Forums & Independent Monitor Community Meetings  
Annual Period: 10/1/16 – 9/30/17**

OHCA Conditions are as follows:

17. For three (3) years following the Closing Date, the Applicants shall hold a meeting of the YNHHS Board and L+M Board (“Joint Board Meetings”) at least twice annually. Such Joint Board Meetings shall be followed by a meeting to which the public is invited in advance and at which the public is informed of L+MH’s activities and afforded an opportunity to ask questions and make comments. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.

33b. Such monitor shall, at a minimum meet with representatives of the L+M community at six months after the Date of Closing and annually and shall report to OHCA in accordance with Section 19a-639(e) of the general statues and specifically address: (i) L+M’s compliance with the Certificate of Need Order; and (ii) the level of community benefits and uncompensated care provided by L+M during the prior period.

33c. L+M shall hold a public forum in New London at six months after the Date of Closing and not less than annually thereafter during the monitoring period to provide for public review and comment on the monitor’s reports and findings.

**Narrative for Conditions 17, 33b and 33d**

***Independent Monitor Community Meetings***

Community meetings were held on January 24 and March 1 by the Independent Monitor, Deloitte & Touche, who were on-site at L+MH and toured the facility. The Independent Monitor participated in the July 6, 2017 Public Forum, and a second Public Forum is scheduled for December 4, 2017, which will again be a joint meeting with the Independent Monitor onsite.

***Joint Board Meetings and Public Forum***

The YNHHS Board and the L+M Board held a Joint Board Meeting on May 18, 2017. Subsequent to the Joint Board meeting, a Public Forum was held on July 6, 2017. The agenda for this Public Forum is shown below:

Agenda

Introductions

Welcome – Patrick Green, President & CEO Lawrence & Memorial Hospital, EVP YNHHS

Report to Community – Cathy Zall, L+MH Board Member

Affiliation Progress – Vin Petrini, Senior VP, Public Affairs YNHHS

Questions & Answers

The second Joint Board Meeting is scheduled for November 28, 2017. A second Public Forum is scheduled for December 4, 2017.



**Resource Investment Report  
Semi-Annual Period: April 1, 2017 to September 30, 2017**

OHCA Conditions are as follows:

7. Within 180 days following the Closing Date and thereafter until the capital commitment is satisfied, YNHHS shall submit to OHCA a report on the capital investments it has made in L+M and its affiliates from the \$300M commitment amount. The investment report shall include the following in a format to be agreed upon:

- a. A list of the capital expenditures that have been made in the prior 180 days with descriptions of each associated project; and
- b. An explanation of why each expenditure was made and a timeframe for the roll out of the associated capital project (including estimated beginning, ending and startup/operation dates); and
- c. The funding source of the capital investment indicating whether it was drawn from operating revenue, capital contributions from YNHHS or another source and, if funding was drawn from another source, indicating the source.

19a. L+M shall enhance access to primary care physician services in the Eastern Connecticut region by recruiting and retaining eight additional primary care providers and other providers required to respond to local community need, in accordance with the community needs assessment in paragraph 31 herein and shall accommodate improvements to delivery models including value based care during such period. L+M shall demonstrate annual progress toward achieving these goals.

32b. L+M and YNHHS shall provide a narrative description of the achievement of the strategic plan components to retain and enhance healthcare services in the communities served by L+M, including with respect to physician recruitment and resource commitments for clinical service programming, whether the commitments described in the Affiliation Agreement were achieved, as well as the purposes, dates and amounts for which expenditures were made.



## Narrative for Conditions 7, 19a and 32b

L+M and YNHHS have pledged to make total commitments of \$300 million in eastern Connecticut and western Rhode Island over 5 years. Anticipated resource commitments highlighted in the L+M/YNHHS Affiliation Agreement and strategic plan submitted to OHCA in January 2017 included investments in: primary care clinical services, specialty clinical services, ambulatory services, post-acute services, infrastructure within L+M facilities, information technology, population health, branding, operational improvements, and community need/community building. In the second six months of FY 2017, L+M and YNHHS have made or committed to investments totaling \$23,725,851 across these categories for a total of \$47,404,835 for the full fiscal year. Below includes a brief narrative for each strategic investment area with additional detail provided in the Tables that follow.

### 1. *Primary Care Clinical Services*

Recruitment of primary care providers is a priority for L+M to ensure adequate access and meet demand. Two additional physician providers have been recruited in the second half of FY 2017.

### 2. *Specialty Clinical Services*

L+M and YNHHS have made a solid commitment to enhance clinical services in the communities served by L+M to increase quality and improve access. The strategic plan highlighted a number of specialty areas that are a recruitment focus for L+M. L+M and YNHHS continues to expand its clinical services in neurosurgery, spine surgery, oncology, psychiatry, vascular and electrophysiology, all areas required per the strategic plan, and noted in the Affiliation Agreement. In addition, providers were added in general surgery, cardiology, obstetrics, and crisis intervention.

### 3. *Ambulatory Services*

There were no investments in ambulatory services in FY 2017. L+M is currently executing in this area against the plan.

### 4. *Post-Acute Services*

There were no investments in post-acute services in FY 2017. L+M is currently executing in this area against the plan.

### 5. *Infrastructure within L+M Facilities*

The affiliation with YNHHS has allowed L+M to undertake much-needed facilities and infrastructure projects that were delayed due to the financial pressures experienced at L+MH, LMMG, and Westerly Hospital and the need to preserve liquidity and conserve cash. With a stronger financial foothold resulting from the affiliation, L+M has been able to move forward with several delayed projects including purchase of new beds, security systems, HVAC, elevator and parking garage renovations, and other minor and major facility improvements.

### 6. *Information Technology*

The build and implementation of the Epic EMR system throughout L+M facilities has been a major investment for L+M to improve quality of care, increase access to patient data, and

increase coordination of systems (e.g., supply chain, finance, HR) to effectively manage operations. In addition to Epic, capital has also been expended on access control initiatives for enhanced employee and patient safety, interfaces, and radiology systems.

7. *Population Health*

Population health infrastructure and development of risk-contracting capabilities were key investments outlined in the strategic plan and Affiliation Agreement. Work is in-process to improve physician engagement and initiate clinical practice guidelines.

8. *Branding*

YNHHS has committed to rebranding L+M and its entities to enhance the identity of the organizations with Yale New Haven Health. A considerable investment has been made in website design to better connect patients across the system and improve communication regarding services/physicians and locations. Advertising the affiliation through print, digital, and radio ads has enhanced communication to patients and physicians regarding the health care resources available in the eastern Connecticut and western Rhode Island regions. In addition, signage has been updated with new logos that better reflect the affiliation.

9. *Operational Improvements*

L+M and YNHHS have undertaken a number of operational improvement initiatives in structures and processes in an effort to effectively provide high-quality, safe patient care. Such investments include:

Clinical Technologies

L+M has committed to enhancing and improving the quality of care provided to L+M patients. The latest technology including tomosynthesis units for breast cancer early detection is planned for five L+M sites. Also, the L+M Cancer Center in Waterford, CT has renovated its pharmacy to adhere to current and upcoming regulatory requirements and ensure the safety of patients. Other clinical investments included new equipment in radiology, anesthesia, and inpatient units.

Other

Since the affiliation, YNHHS personnel in corporate services departments (e.g., internal consulting group, IT, finance) have spent a significant amount of time and effort integrating L+M with YNHHS and identifying and achieving savings, standardizing processes, implementing process improvement initiatives, and merging systems. This work was imperative to achieve the savings and complete the resource investments to-date.

10. *Community Need/Community Building*

L+MH has enhanced its investment in community needs/community building initiatives focusing on the priorities identified in the most recent community health needs assessment (CHNA). In accordance with the strategic plan, behavioral health and substance use abuse continues to be a focus. L+MH funded certification programs for local recovery providers so they may be educated on and meet national standards for quality and safety. Other investments addresses social determinants of health in the City of New London. Proposed

interventions to address economic development will be generated for two distressed communities leveraging residents' input.

L+M and YNHHS continue to make progress towards achieving the commitments outlined in the Affiliation Agreement and strategic plan.



SUMMARY of Resource Commitment and Strategic Plan Accomplishments: Docket # 15-3203-CON, Condition 7/32b

Resource Commitment Summary Made to Strategic Investments	Expenditure Amounts						
	10/1/16-3/31/17	4/1/17-9/30/17	10/1/17-3/31/18	4/1/18-9/30/18	10/1/18-3/31/19	4/1/19-9/30/19	Total
<p>1. Primary Care Clinical Services: Expansion of primary care network focusing on geriatric, general internal medicine, including the recruitment of 8 primary care physicians in Eastern CT. The primary care sites will ensure primary care availability as the population ages and physicians retire. Many sites will be established as medical neighborhoods, allowing easy access to part-time and full-time specialists.</p>	Eastern CT \$0	\$136,725					\$136,725
Western RI \$0	\$106,001						\$106,001
<p>2. Specialty Clinical Services: Increased access to specialists within Eastern CT, including pediatrics, neurosurgery, spine, psychiatry, behavioral health, including orthopedics, neurosurgery, spine, psychiatry, behavioral health, including psychiatrists, psychologists, etc., vascular and cardiac services, enhanced obstetrics and maternal fetal medicine, expanded oncology services, neuromuscular and stroke programs, endocrinology/hypothyroid services, general surgery and specialized internal medicine. These part-time and full-time specialty services will be increased, taking advantage of primary care referrals and using technology to ensure access throughout the region. In addition, telestroke, tele-ICU and tele-ED coverage will be continued at LHM.</p>	Eastern CT \$1,457,485	\$1,513,180					\$2,970,665
Western RI \$168,203	\$230,587						\$398,790
<p>3. Ambulatory Services: Expansion of laboratory, diagnostic, urgent care, ambulatory surgery centers to enhance access to ambulatory services in the region.</p>	Eastern CT \$0	\$0					\$0
Western RI \$0	\$0						\$0
<p>4. Post-Acute Services: Creation of an integrated network of post-acute services to manage care across the continuum in order to reduce the total cost of care for community residents.</p>	Eastern CT \$0	\$0					\$0
Western RI \$0	\$0						\$0
<p>5. Infrastructure within LMHC Facilities: Renovations and infrastructure repair to hospital</p>	Eastern CT \$874,585	\$3,803,474					\$4,678,059
Western RI \$1,086,849	\$758,744						\$1,845,593



**Resource Commitment Summary Made**

**to Strategic Investments**

	Expenditure Amounts						Total
	10/1/16-3/31/17	4/1/17-9/30/17	10/1/17-3/31/18	4/1/18-9/30/18	10/1/18-3/31/19	4/1/19-9/30/19	
6. Information Technology: Investment in Epic throughout LHM facilities, LMMG and independent physicians. In addition, the business systems will be replaced and fully integrated with Yale New Haven Health. Telehealth services will help reduce travel to YNHH.	Eastern CT	\$9,934,718	\$5,220,500				\$15,155,219
	Western RI	\$1,569,119	\$718,511				\$2,287,630
7. Population Health: Development of risk contracting capabilities and participation in the YNHH's Population Health Infrastructure and Clinically Integrated Network.	Eastern CT	\$204,896	\$1,438,851				\$1,643,747
	Western RI	\$44,408	\$311,846				\$356,254
8. Branding: Re-branding of all facilities and services as Yale New Haven Health to enhance the identity of the organizations with Yale New Haven Health.	Eastern CT	\$412,301	\$900,562				\$1,312,864
	Western RI	\$412,301	\$438,142				\$850,444
9. Operational Improvements: Operational improvements in structures and processes to effectively provide high quality, safe patient care.	Eastern CT	\$5,433,462	\$6,355,775				\$11,789,237
	Western RI	\$2,025,759	\$1,725,516				\$3,751,275
10. Community Need / Community Building: Community health needs focused on improved services to support mental well-being and reduce substance abuse (opioid use and anxiety/depression); support and nurture healthy life styles specifically reducing contributing factors to diabetes; ensure access to care, particularly pre-natal care and related birth outcomes and access to care for low-income population to address socio-economic factors that have the greatest impact on the health and well-being of the communities.	Eastern CT	\$54,898	\$67,437				\$122,335
	Western RI	\$0	\$0				\$0
<b>TOTAL</b>		<b>\$23,678,984</b>	<b>\$23,725,851</b>				<b>\$47,404,835</b>

SIGNATURE:  Vincent Tammaro, Exec VP & Chief Financial Officer, YNHH's and Chief Financial Officer, YNHH

For Primary and Specialty Clinical Services categories, "Eastern CT" and "Western RI" are based on practice location.

For all other categories, expenditures at Lawrence Memorial Hospital and LMMG are categorized as "Eastern CT". Expenditures at Western Hospital comprise "Western RI".

Summary due to OHCA with detailed narrative semi-annually 60 days following 3/31/17; 9/30/17; 3/31/18; 9/30/18; 3/31/19; 9/30/19 (3 years) and annually until end of FY 2021 (9/30/21)

Due internally to Regulatory 30 days prior to OHCA due date.



DETAILED Strategic Plan Accomplishments and Resource Investment Narrative: Docket # 15-92033-CON, Condition 7/32b  
 Semi-Annual Reporting Period: 4/1/17-9/30/17 and Full Fiscal Year 2017

NAME OF PROJECT	DESCRIPTION OF AND RATIONALE FOR PROJECT	EXPENDITURE AMOUNT (Total - All Sites)		ROLLOUT OF EXPENSES			EXPECTED FUNDING SOURCE*			Semi-Annual Reporting Period: 4/1/17 - 9/30/17			Full FY 2017 Reporting Period: 10/1/16 - 9/30/17									
		4/1/17-9/30/17	10/1/16-9/30/17	Est. Beg. Date	Est. End Date	Est. Startup Date	L+MH	Westerly	LMMG	L+MH	Westerly	LMMG										
<b>Primary Care Clinical Services</b>																						
Family, Medicine and Internal Medicine Recruitment	Recruitments in Family Practice and Internal Medicine to increase access to these services in the L+M service area were made during the second half of the fiscal year.	\$242,726	\$242,726	04/01/17	09/30/17	n/a	L+M Baseline Cash Flow	-	-	\$242,726	-	-	\$	242,726								
<b>Specialty Clinical Services</b>																						
Specialty Services Access	Recruitments within neurosurgery, oncology, vascular, cardiology and psychiatry were made to increase access to these services in the L+M service area. Additions in endocrinology, general surgery, and obstetrics/midwifery were also made to replenish the medical staff.	\$1,743,767	\$3,369,454	10/01/16	09/30/17	n/a	YNHHS or L+M Baseline Cash Flow	\$1,137,572	-	\$606,195	\$2,388,518	-	\$	980,937								
<b>Ambulatory Services</b>																						
Ambulatory Services	Several projects (including Outpatient Diagnostics, Urgent Care, and the Sleep Center, to name a few) are currently in the planning phase/pipeline. The expectation is that they will be initiated in the next fiscal year.	n/a	n/a																			
<b>Post-Acute Services</b>																						
VNA and Other Post-Acute Services	Planning around VNA Services are in process and expected to be initiated in the next fiscal year. Discussions about other post-acute services are under way as well.	n/a	n/a																			
<b>Infrastructure within LMHC Facilities</b>																						
Investments in Infrastructure	Prior to the affiliation with YNHHS, L+MH and Westerly Hospital (WH) were under growing financial pressure, and capital spending during that time was severely limited. Following the affiliation, significant catch-up was required to replenish aging and end-of-life equipment as well as perform necessary facility renovations. Capital expenditures for infrastructure during the time of the reporting period were made for new beds, repairs to parking garages, rebuild of elevators, security systems, and HVAC systems. In addition, the LMHC General Surgery practice was relocated to the L+MH main campus to enhance availability and improve timeliness of services for patients and physicians.	\$4,562,218	\$6,523,652	10/01/16	09/30/17	n/a	L+M Baseline Cash Flow	\$3,444,419	\$758,744	\$359,055	\$4,094,676	\$1,845,593	\$583,183									



DETAILED Strategic Plan Accomplishments and Resource Investment Narrative: Docket # 15-32093-CON, Condition 7/32b  
Semi-Annual Reporting Period: 4/1/17-9/30/17 and Full Fiscal Year 2017

NAME OF PROJECT	DESCRIPTION OF AND RATIONALE FOR PROJECT	EXPENDITURE AMOUNT (Total - All Sites)		ROLLOUT OF EXPENSES			EXPECTED FUNDING SOURCE*						
		4/1/17-9/30/17	10/1/16-9/30/17	Est. Beg. Date	Est. End Date	Est. Startup Date	L+MH	Westerly	LMMG	L+MH	Westerly	LMMG	
<b>Information Technology</b>													
Epic system - build and installation	Capital investment related to the development and build of the Epic EMR system that went live at L+M and WH on 1/20/17 included software licenses, customization and development of interfaces to ensure integration with other 3rd party software; training time (prior to go-live) for clinicians and other personnel on using the new system; support during the actual go-live from Epic consultants; and hardware, including new servers. Replacing the older EMR systems and moving to the fully-integrated Epic system, had the advantage of improving quality of care by providing best practice protocols and enhancing patient engagement via patient portals, "MyChart", and other patient and physician-friendly features. By moving to Epic as part of a large system, L+M was able to mitigate risk by relying on the invaluable experience and expertise that YNHHS brought to the installation.	\$3,235,507	\$14,043,985	10/01/16	09/30/17	n/a	YNHHS or L+M Baseline Cash Flow	\$2,647,611	\$87,896	\$0	\$12,045,814	\$1,993,333	\$4,818
Infor (ERP) Project	Investments were made at L+M for development, customization and installation of a new ERP (Enterprise Resource Planning) system to replace its legacy system. Incorporating Supply Chain, General Finance, and Human Resources functions within a single system (that also includes budgeting, decision support, and management reporting) is fundamental to effectively running the business. YNHHS has a long track record of leading the industry in these areas by innovatively leveraging these reporting capabilities to drive quality, patient engagement, and physician efficiencies. While L+M is still in the building stages, progress toward full integration across the system is underway and remains a key corporate objective.	\$392,095	\$747,744	10/01/16	09/30/17	n/a	YNHHS	\$326,384	\$65,711	-	\$622,431	\$125,314	-
Other Information Technology Projects	Capital investments for other IT projects at L+M included Access Control Plan Implementation, Laboratory EMR Results Interfaces, and RIS/PACS implementation, among other items. These systems - specifically integrating critical patient tests, imaging, and other diagnostics with the broader medical record system - were on the front line of improving access, optimizing care delivery, and coordinating patient care across the continuum.	\$2,311,409	\$2,651,119	10/01/16	09/30/17	n/a	L+M Baseline Cash Flow	\$2,230,635	\$64,904	\$15,870	\$2,446,720	\$168,963	\$35,436
<b>Population Health</b>													
Population Health Initiatives **	As a result of the affiliation, L+M is able to move forward and participate in the YNHHS Population Health infrastructure and clinically integrated network. As part of the system, L+M will be able to utilize YNHHS resources and will avoid an estimated \$10 million in operating/capital costs. \$10 million (\$2 million per year over the course of 5 years) was identified in the CON as the investment associated with population health infrastructure.	\$1,750,696	\$2,000,000	10/01/16	09/30/17	n/a	YNHHS	\$1,438,851	\$311,846	-	\$1,649,747	\$356,254	-

Semi-Annual Reporting Period: 4/1/17 - 9/30/17  
Full FY 2017 Reporting Period: 10/1/16 - 9/30/17



**DETAILED Strategic Plan Accomplishments and Resource Investment Narrative: Docket # 15-32033-CON, Condition 7/32b**  
 Semi-Annual Reporting Period: 4/1/17-9/30/17 and Full Fiscal Year 2017

NAME OF PROJECT	DESCRIPTION OF AND RATIONALE FOR PROJECT	EXPENDITURE AMOUNT (Total - All Sites)		ROLLOUT OF EXPENSES			Semi-Annual Reporting Period: 4/1/17 - 9/30/17			Full FY 2017 Reporting Period: 10/1/16 - 9/30/17		
		4/1/17-9/30/17	10/1/16-9/30/17	Est. Beg. Date	Est. End Date	Est. Startup Date	EXPECTED FUNDING SOURCE*	L+MH	Westerly	LMMG	L+MH	Westerly

<b>Branding</b>															
Advertising, Signage, Website	Investments were made in converting existing external and internal signage throughout LHM to formally recognize the affiliation and rebrand all facilities and services as Yale New Haven Health. A considerable investment was made in the website design to better connect patients across the system and improve communication regarding services, physicians and locations. Advertising the affiliation through print, digital, and radio ads has enhanced communication to patients and physicians regarding the health care resources available in the region.	\$1,338,705	\$2,163,307	03/31/17	09/30/17	n/a	YHHS	\$900,562	\$438,142	-	\$1,312,884	\$850,444	-		

<b>Operational Improvements</b>													
Corporate Services Support ***	Significant resources have been provided to LHM by YNHHS Corporate services departments (i.e., Internal Consulting Group, IT, Finance, etc.) over the past 6 months. As an integral part of the underlying value of the affiliation, Corporate Services personnel continue to assist LHM in identifying synergies, achieving savings, standardizing methodologies, introducing procedures, implementing Epic and other IT systems, and generally integrating LHM into the system.	\$5,855,994	\$8,935,503	01/01/17	09/30/17	n/a	YNHHS	\$4,812,886	\$1,043,108	-	\$7,243,853	\$1,591,650	-
Clinical Technology Investments	Investments in clinical technology were made at LHM to drive operational improvements including new diagnostic equipment (Tomosynthesis) for early breast cancer detection; state-of-the-art pharmacy at the LHM Cancer Center to adhere to regulatory requirements and enhance patient safety; new equipment on inpatient units to assure patient care quality; and other improvements in structures and processes to effectively provide high-quality, safe patient care.	\$2,225,297	\$6,605,009	01/01/17	09/30/17	n/a	LHM Baseline Cash Flow	\$1,542,889	\$682,408	-	\$4,445,384	\$2,159,625	-



DETAILED Strategic Plan Accomplishments and Resource Investment Narrative: Docket # 15-32033-CON, Condition 7/32b  
Semi-Annual Reporting Period: 4/1/17-9/30/17 and Full Fiscal Year 2017

NAME OF PROJECT	DESCRIPTION OF AND RATIONALE FOR PROJECT	EXPENDITURE AMOUNT (Total - All Sites)		Est. Beg. Date	Est. End Date	Est. Startup Date	EXPECTED FUNDING SOURCE*	Semi-Annual Reporting Period: 4/1/17 - 9/30/17			Full FY 2017 Reporting Period: 10/1/16 - 9/30/17		
		4/1/17-9/30/17	10/1/16-9/30/17					L+M <sup>H</sup>	Westerly	LMMG	L+M <sup>H</sup>	Westerly	LMMG
<b>Community Need / Community Building</b>													
Support for Physical Improvements and Housing	Community involvement and financial support for partner organizations' physical improvement and housing related activities. Partner organizations include Community Speak Out, the Homeless Hospitality Center, and the Jewish Federation. Includes support for transitional and shelter housing, sober house certification training, air conditioners for vulnerable residents, and other support. L+M Hospital is increasingly aware of how social determinants impact the health of individuals and communities. A person's health and chances of becoming sick and dying early are greatly influenced by powerful social factors such as education, income, nutrition, housing and neighborhoods. During Fiscal Year 2017, L+M Hospital invested in community building efforts that promote thriving and healthy communities in our region.	\$6,302	\$11,200	2/17/17	n/a	n/a	L+M Baseline Cash Flow	\$6,302	-	-	\$11,200	-	-
Social Determinants of Health	Community involvement and support for partner organizations' work to address social determinants of health not specific to the other categories. Includes support for education, youth development and neighborhood development strategies in distressed New London neighborhoods. The rationale for these investments is to address the health needs identified by the most recent CHNA and 2016 Community Health Improvement Plan (CHIP), including social determinants of health.	\$46,055	\$96,055	2/17/17	n/a	n/a	L+M Baseline Cash Flow	\$46,055	-	-	\$96,055	-	-
Support for Economic Development	Community involvement and financial support for partner organizations' economic development activities. Economic development supports a regional infrastructure that includes sufficient employment opportunities providing a living wage. In addition to income, such employment provides healthcare, retirement and other benefits. Being under- or unemployed is strongly correlated with poor health outcomes.	\$15,080	\$15,080	3/27/17	n/a	n/a	L+M Baseline Cash Flow	\$15,080	-	-	\$15,080	-	-
		<b>\$23,725,851</b>	<b>\$47,404,835</b>					<b>\$18,549,246</b>	<b>\$3,952,759</b>	<b>\$1,223,846</b>	<b>\$36,466,541</b>	<b>\$9,091,156</b>	<b>\$1,847,099</b>

SIGNATURE:   
 Vincent Tammone, Exec VP & Chief Financial Officer, VNHHS and Chief Financial Officer, YNHH

SIGNATURE:   
 Patrick L. Green, President and Chief Executive Officer, Lawrence and Memorial

\* Financial information is based on unaudited financial statements.  
 \*\* Population Health: Methodology to quantify investment, changes from prior submission. Previously based on % staff time in Population Health cost centers; now based on \$10 million avoided cost identified in the CON (see project description).  
 \*\*\* Corporate Service Support: based on % staff time estimated by HSC department directors multiplied by departmental expense.  
 Any changes that may have affected results previously reported (period 10/1/16-3/31/17) are incorporated into the full year results. Such changes may have been due either to changes in methodology (e.g. Population Health) or updates to financial information received after submission of previous report.  
 Detailed narrative due to OHCA with summary page semi-annually 60 days following 3/31/17; 9/30/17; 3/31/18; 9/30/18; 3/31/19; 9/30/19 (9 years) and annually until end of FY 2021 (9/30/21)  
 Due Internally to Regulatory 30 days prior to OHCA due date.

**Submitted to Comply with Docket # 15-32033-CON: Conditions 11 and 12**

**Annual Community Benefit Report  
Annual Cultural and Linguistically Appropriate Services Report**

OHCA Conditions are as follows:

11. The Applicants shall maintain community benefit programs and community building activities for L+MH, and the Applicants shall apply no less than a 1% increase per year toward the L+MH's community building activities in terms of dollars spent. YNHHS shall identify the amounts and uses related to community benefits and community building and shall discuss how such investments and support are being applied toward the health needs identified in the CHNA and population health management objectives.

12. The Applicants shall work toward making culturally and linguistically appropriate services available and integrated throughout L+MH's operations, insurance navigator and cultural competency training.

**Narrative for Condition 11:**

***Community Benefit***

In 2016, Lawrence & Memorial Hospital ("L+MH") community benefit totaled \$38,686,420 and in fiscal year (FY) 2017, community benefits are on track to exceed that amount (current estimate is \$38,767,485 with data reporting and analysis not yet complete). The community building investment increased by 134%, from \$52,237 in FY 2016 to an estimated \$122,335 in FY 2017.

Following the analysis of data collected through the Community Health Needs Assessment, the Southeastern CT Health Improvement Collaborative ("Collaborative"), under the leadership of L+MH and Ledge Light Health District, engaged in a process to prioritize issues and develop strategies to improve health and well-being in the region. The Community Health Improvement Plan, developed by the Collaborative, is a dynamic document that serves as a roadmap for interventions going forward. Recognizing the significant contribution of social determinants to overall health and wellness, particular attention was paid in the assessment and plan development to the interaction between socioeconomic and environmental conditions as well as to health disparities.

Priority areas selected were:

1. Improve the conditions that support mental wellbeing and reduce substance use.  
Indicators: Opioid use and anxiety/depression rates among minorities
2. Support and nurture healthy lifestyles.  
Indicator: Contributing factors to diabetes.
3. Ensure access to care.  
Indicators: Prenatal care and related birth outcomes.  
Access to care for the low-income population.

Over 65 individuals, representing a broad range of community perspectives, participated in the prioritization work. In partnership with other organizations, all of the areas prioritized are being addressed. In addition, L+MH has continued existing programs, services and initiatives in the areas of

asthma, HIV outreach, maternal and child health, and breast and cervical cancer early detection and cardiovascular disease prevention. In addition to enhanced investment in community needs initiatives supporting the priorities identified in the 2016 CHNA, L+MH has continued its ongoing and community benefit support with a wide range of programs, services and in-kind support including: Breathe Well – Respira Bien Asthma Intervention (\$66,136); support for the Homeless Hospitality Center Respite program (\$47,168); a dedicated social worker for the homeless population (\$154,580); and in-kind support for implementation of the Community Health Improvement Plan (\$27,260).

A driving philosophy of L+MH's community benefit efforts is to build on existing community resources, programs and services in order to avoid duplication. As such, in examining each of the prioritized community health needs, existing community assets were identified before considering any new strategies that L+MH might initiate. Where there are existing community-based programs addressing any of the prioritized needs, L+MH will provide resources to support and build capacity of those programs rather than creating a new program, maximizing resources and avoiding duplication.

L+MH's community benefit programs and services support the organizational mission "To Improve the Health of the Region" and align with the principles as set forth in the organization's community benefit policy. Those principles include:

1. Emphasis on programs to meet a significant unmet health need including efforts to identify and include vulnerable populations or those most at-risk as determined by risk factors which predispose those populations toward a higher incidence of disease and/or barriers to obtaining appropriate healthcare.
2. Emphasis on primary prevention and including at least one of three primary prevention strategies: health promotion, disease prevention, and health protection. Health promotion entails encouraging healthy lifestyles; disease prevention focuses on individuals identified as at-risk for health problems; health protection activities influence the environment to support healthy behaviors.
3. Programs should develop evidence-based links between clinical services and health improvement activities delivered both inside and outside the hospital.
4. Programs should focus on targeting charitable resources that mobilize and build capacity within existing community assets while minimizing duplication of effort.
5. Programs should emphasize collaboration with community stakeholders.

As evidenced by the wide range of community benefit programs and services offered, L+MH is engaged in meeting the identified health needs of the communities we serve. There is an organizational history of collecting data to determine how best to direct our resources and how to make the greatest impact in promoting community health. Our annual community benefit report publication describes a sampling of programs and the amount of investment that L+MH makes in carrying out these programs.

### ***Community Building***

L+MH is increasingly aware of how social determinants impact the health of individuals and communities. An individual's health status and odds of developing chronic disease and/or premature death are greatly influenced by powerful social factors such as education, income, nutrition, housing and

neighborhoods. During Fiscal Year 2017, L+MH invested an estimated \$122,335 in community building efforts that promote thriving and healthy communities in our region:

- Support for economic development: \$15,080. Community involvement and financial support for partner organizations' economic development activities to support a regional infrastructure that includes sufficient employment opportunities providing a living wage.
- Support for physical improvements and housing: \$11,200. Community involvement and financial support for partner organizations' physical improvement and housing related activities. Partner organizations include Community Speak Out, the Homeless Hospitality Center, and the Jewish Federation and includes support for transitional and shelter housing, sober house certification training, air conditioners for vulnerable residents, and other support.
- Community involvement and financial support for partner organizations' work to address social determinants of health not specific to the other categories: \$96,055. Includes support for education, youth development and neighborhood development strategies in distressed New London neighborhoods with health needs identified by the most recent Community Health Needs Assessment and the 2016 Community Health Improvement Plan.

#### **Narrative for Condition 12:**

##### ***Culturally and Linguistically Appropriate Services***

All patients and visitors at Yale New Haven Health and its member organizations (including L+MH) have the right to receive information in a language they understand, free of charge. Yale New Haven Health System ("YNHHS") complies with the Department of Health and Human Services' Section 1557 rule of the Affordable Care Act — which sets guidelines about language assistance for people with limited English proficiency or those who are deaf or hard-of-hearing — and takes reasonable steps to provide meaningful access to people with limited English proficiency who may require assistance within the health system.

Yale New Haven Health and its member organizations:

- Provide free aids and services to people with disabilities to enable effective communication with care providers, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provide free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages
- Post notices of nondiscrimination and taglines in Connecticut's fifteen most commonly used non-English languages, advising patients and visitors that language services are available free of charge.

Staff complete annual education on cultural competency to increase cultural awareness and sensitivity. Mandatory courses include: Diversity in the Workplace and Patient Rights. Classroom instruction is offered to all employees on cultural competency, and on-line courses are provided across YNHHS and are now available to employees at L+MH on:



- Cultural Competence: Background and Benefits,
- Cultural Competence: Providing Culturally Competent Care, and
- YNHHS's Language Assistance.

New employees are given information in New Employee Orientation about language services available via telephone and on-line.

### ***Financial Assistance Programs***

YNHHS recognizes that patients may not be able to pay for medically necessary health care without financial assistance. Consistent with its mission, YNHHS is committed to assuring that the ability to pay will be considered carefully when setting amounts due for emergency and other medically necessary hospital services.

In recognition of its role to help those in need of financial assistance, YNHHS has established Financial Assistance Programs ("FAP") across the system to assist with emergency and other medically necessary care. The FAP apply to emergency and medically necessary inpatient and outpatient services billed by the hospitals to patients without insurance. In addition, help in completing financial assistance applications is available at Patient Financial and Admitting Services office located at L+MH.

Certified financial counseling resources are available to aid patients in navigating insurance issues on a scheduled and walk-in basis, and assist patients with the following:

1. Medicaid/Husky applications
2. Exchange applications
3. Free care applications
4. General/basic questions on bills, charges, estimates and payments

The L+MH website features a link for Financial Assistance Information for Non-English Speaking Patients: <https://www.lmhospital.org/patients-visitors/patients/billing-insurance/financial-assistance.aspx>

The Financial Assistance Policy and Financial Assistance Summary and Applications are available in twenty-four languages, including Spanish, Chinese and Tagalog, the top three languages other than English spoken in the Greater New London area.

**User, OHCA**

---

**From:** Tia Sawhney <Tia.Sawhney@milliman.com>  
**Sent:** Friday, December 01, 2017 8:50 AM  
**To:** User, OHCA; Martone, Kim  
**Cc:** YNHHSOHCAMonitor@deloitte.com; gayle.capozzalo@ynhh.org; Vincent.tammaro@ynhh.org; Vincent.petrini@ynhh.org; jennifer.willcox@ynhh.org; shraddha.patel@ynhh.org; Mccarthy, Laura; Bruce Pyenson  
**Subject:** RE: Docket #15-32033-CON & #15-32032-CON - L+M/Yale compliance  
**Attachments:** LM CT CMIR Report\_Final\_11-30-2017.pdf; CMIR transmittal 11-30-2017.pdf

Dear Kim,

Attached is our revised and final CMIR and accompanying transmittal letter. Please let me know if you have any questions.

Tia

**Tia Goss Sawhney**, DrPH, FSA, MAAA  
Healthcare Consultant and Actuary

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\*\*\*\*\*



**MEMO**

November 30, 2017

To: Kim Martone and Karen Roberts,  
Connecticut Office of Healthcare Access (OHCA)  
From: Tia Goss Sawhney  
Subject: Submission of Final CMIR

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Milliman (we) are serving as the independent consultant under the Agreed Settlement between Yale New Haven Health Services Corporation and the CT Department of Public Health for the transfer of ownership Lawrence and Memorial Corporation (L+MC). Per your request we have revised the Cost and Market Impact Review (CMIR) that we last submitted October 12, 2017 in order to provide more analysis supporting the expectations of Condition 22b of the Agreed Settlement. We have marked the revised CMIR as Final.

The substantive changes to the CMIR since the last draft are:

1. A new section: Monitoring and Future CMIRs (pg. 8)
2. A new exhibit: Exhibit 2C (pg. 24)
3. An expanded exhibit: Exhibit 7 (pg. 29)
4. Rewording: Fee Caps (pgs. 6-7)

We made these changes to better align the CMIR with the requirements of the Agreed Settlement and to better communicate the fee caps. The fee cap values did not change.

Also at your request, we have prepared Table 1 of this memo as a map between the subsections of the Condition 22b of the Agreed Settlement and the Final CMIR content.

**Table 1: Mapping Between Condition 22b and the Final CMIR**

Condition 22b	Final CMIR
<i>Condition 22b: The cost and market impact review shall analyze the factors relative to L+MH and LMMG in accordance with subsection (d) of section 19a-639f of the general statutes and the Eastern Connecticut market more specifically:</i>	
<i>(a) L+MH and LMMG's size and market share within their primary and secondary service areas</i>	We provide extensive data regarding L+MH's size and market share for services relative to other providers in Eastern Connecticut (L+MC's primary service area) and providers outside of Eastern Connecticut. Data was not available to support a similar analysis for LMMG.
<i>(b) L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services in Eastern Connecticut</i>	The CMIR fee cap setting process examines L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services for Eastern

Condition 22b	Final CMIR
	Connecticut and non-Eastern Connecticut providers serving Eastern Connecticut patients
<i>(c) L+MH and LMMG cost and cost trends in comparison to total healthcare expenditures statewide</i>	The CMIR fee cap setting process examines L+MH and LMMG cost and cost trends in comparison to hospital and physician healthcare expenditures statewide for providers serving Eastern Connecticut patients
<i>(d) the availability and accessibility of services similar to those provided by L+MH and LMMG in their primary and secondary service areas</i>	Throughout the CMIR we distinguish between services provided to Eastern Connecticut patients by L+MH and LMMG, other providers in Eastern Connecticut (L+MC's primary service area) and providers outside of Eastern Connecticut.
<i>(e) the role of L+MH and LMMG in serving at-risk, underserved and government payer populations, including those with behavioral, substance use disorder and mental health conditions, within their primary and secondary service areas</i>	Throughout the CMIR we distinguish between services provided to patients with government payer insurance (Medicare and Medicaid) and services to patients with commercial insurance. Exhibits 2C and 7 specifically examine L+MH behavioral health (mental illness and substance abuse) services. We also consider people in need of emergency care to be at-risk. Exhibit 7 examines L+MHs provision of emergency services. The section "Monitoring and Future CMIRs" describes how we will assess L+MH's continued provision of services to these vulnerable populations.
<i>(f) the role of L+MH and LMMG in providing low margin or negative margin services within their primary and secondary service areas</i>	Emergency care services, services to government payer populations, and services to patients with substance use and mental health disorders are generally considered low and negative margin hospital services. Therefore this expectation overlaps with 22b(e). Please see our response to 22b(e).
<i>(g) general market conditions for hospitals and medical foundations in the state and in Eastern Connecticut in particular</i>	The CMIR and the CMIR fee cap setting process examines the market conditions for Eastern Connecticut and other hospitals serving Eastern Connecticut patients.
<i>(h) and other conditions that the independent consultant determines to be relevant</i>	We have included other relevant information in the CMIR. For example, we document that an increasing number of Eastern Connecticut patients are obtaining care outside of Eastern Connecticut.



---

# Lawrence + Memorial Corporation

## Cost and Market Impact Review

**Final**

**November 30, 2017**

**Prepared for:**

**Yale New Haven Health Services Corporation**  
**under the Auspices of the Connecticut Office of Health Care Access**

To Comply with Requirements of the Agreed Settlement between  
Yale New Haven Health Services Corporation  
And the Connecticut Department of Public Health

**Prepared by:**

**Milliman**

Engaged as an Independent Consultant

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## KEY TERMS

The following key terms are referenced in the report.

Key Term	Acronym	Definition
Agreed Settlement		Document detailing terms of the agreement between YNHHS and DPH authorizing the transfer of ownership of L+MC and its subsidiaries to YNHHS
Ambulatory Payment Classification	APC	Unit used to determine reimbursement for outpatient services; an ambulatory payment classification is defined by a particular set of outpatient services
Calendar Year	CY	The year ending December 31 of a given year
Case Mix Adjusted Discharge	CMAD	Discharge with a relative weight of 1.00; see definition of relative weight below
Centers for Medicare and Medicaid Services	CMS	Federal agency responsible for Medicare and the partner with states for Medicaid
Charge		The total amount billed for a service, often has little relationship to price
Commercial Fee Cap		The limit on increases in total price per unit of service paid by commercial insurers
Commissioner		Commissioner of the Department of Public Health
Compound Annual Growth Rate	CAGR	Geometric average of the growth rate over a period of time, stated as percent growth per annum
Conversion Factor		Converts relative value units into payment rates; see definition of relative value units below
Cost Based Statistical Area	CBSA	Areas to which Medicare assigns wage indices
Cost and Market Impact Review	CMIR	A review required by Condition 22 of the Agreed Settlement
Department of Public Health	DPH	Connecticut department with hospital oversight responsibility; parent department of OHCA
Department of Social Services	DSS	Connecticut department responsible for Medicaid
Eastern Connecticut	E-CT	Tolland, Windham, and New London counties (includes Lawrence + Memorial Hospital)
Fee		Price per unit of service; see definition of price below
Fee Ratio		The ratio of L+MH average all payer fee to the market average all payer fee. Fee caps are set so that the ratio does not increase during the Agreed Settlement monitoring period
Fiscal Year	FY	The year ending September 30 of a given year, as defined by CT Hospital Financial Review Regulations for CT hospital reporting <sup>1</sup>
Freedom of Information Act	FOIA	An act that enables the requires the government to respond to public requests for information
Geographic Practice Cost Index	GPCI	GPCIs reflect the costs of intensity, practice expense, and malpractice insurance in an area compared to the national average costs
Hospital Fees		Hospital net revenue divided by the total MS-DRG relative weights for the hospital's discharges
Lawrence & Memorial Medical Group	LMMG	The physician group of Lawrence + Memorial Corporation

<sup>1</sup> State of Connecticut. Office of Health Care Access. *Hospital Financial Review Regulations*. N.p., n.d. Web. 4 May 2017. [http://www.ct.gov/dph/lib/dph/ohca/hospitalfillings/2017/hospital\\_financial\\_review\\_regulations.pdf](http://www.ct.gov/dph/lib/dph/ohca/hospitalfillings/2017/hospital_financial_review_regulations.pdf).

Key Term	Acronym	Definition
Lawrence + Memorial Corporation	L+MC or L+M	The parent organization of Lawrence + Memorial Hospital and Lawrence & Memorial Medical Group
Lawrence + Memorial Hospital	L+MH	The hospital organization of Lawrence + Memorial Corporation
Market		All CT providers, both in and outside eastern CT, serving eastern CT patients
Medicare Severity Diagnosis Related Group	MS-DRG	Unit used to determine reimbursement for inpatient services; a Medicare Severity Diagnosis Related Groups is defined by a particular set of patient attributes, which include principal diagnosis, specific secondary diagnoses, procedures, sex and discharge status <sup>2</sup>
MS-DRG Relative Weight	RW	A weight assigned to a MS-DRG that reflects the expected relative cost to a hospital to provide that MS-DRG; <i>relative weights do not average to 1.00</i>
Net Revenue		Total price, after adjustments, as reported in hospital financial statements
Non-Eastern CT	Non-E-CT	All CT counties excluding eastern CT (Tolland, Windham, and New London counties); excludes out of state counties
Office of Health Care Access	OHCA	An office of Connecticut's Department of Public Health
Payer		Medicare, Medicaid, commercial insurers, and other third parties that cover the cost of care
Price		The total amount paid for a service, inclusive of patient cost-sharing
Relative Value Unit	RVU	RVUs account for the relative resources used in furnishing a service
Unit of Service		For inpatient care: a MS-DRG relative weight of 1.00; for outpatient care: an APC with a relative weight of 1.00
Yale New Haven Health Services Corporation	YNHHSC Or YNH	The organization acquiring Lawrence + Memorial Corporation

<sup>2</sup> Centers for Medicare and Medicaid Services (CMS). *Defining the Medicare Severity Diagnosis Related Groups (MS-DRGs), Version 34.0*. N.p., n.d. Web. 4 May 2017. [https://www.cms.gov/ICD10Manual/version34-fullcode-cms/fullcode\\_cms/Defining\\_the\\_Medicare\\_Severity\\_Diagnosis\\_Related\\_Groups\\_\(MS-DRGs\)\\_PBL-038.pdf](https://www.cms.gov/ICD10Manual/version34-fullcode-cms/fullcode_cms/Defining_the_Medicare_Severity_Diagnosis_Related_Groups_(MS-DRGs)_PBL-038.pdf).

## COST AND MARKET IMPACT REVIEW

In early September 2016, the Connecticut (CT) Office of Health Care Access (OHCA) granted Yale New Haven Health Services Corporation (YNHHSC) approval to acquire Lawrence + Memorial Corporation (L+MC). The Agreed Settlement between YNHHSC and the CT Department of Public Health authorized the transfer of ownership of L+MC and its subsidiaries to YNHHSC. The Agreed Settlement had a number of terms, including requiring YNHHSC to engage an independent consultant to prepare a Cost and Market Impact Review (CMIR), evaluate the non-governmental price per unit service (fees) of services provided by L+MC's Lawrence + Memorial Hospital (L+MH) and Lawrence & Memorial Medical Group (LMMG), and annually set maximum fee increases (for 5 years for L+MH and for 28 months for LMMG). With OHCA approval, YNHHSC engaged Milliman as the independent consultant.

**As the independent consultant Milliman must satisfy the requirements of the Agreed Settlement and report to and take direction from the Commissioner.** Milliman is a global actuarial and financial services consulting firm that has been serving clients as an independent consultant for over 70 years. We serve a diverse client base, representing virtually all types of private, non-profit, and public sector enterprises in healthcare, employee benefits, investment consulting, life insurance, financial services, and property and casualty insurance. We have no agenda other than high quality work.

This document is Milliman's 2017 report to OHCA and YNHHSC, which is intended to satisfy requirements of the Agreed Settlement. It may not be suitable for other purposes.

### CMIR REQUIREMENTS

The Agreed Settlement's Condition 22 describes the information to be included in the CMIR. This report provides certain information specified in Conditions 22b, 22c, 22d, and 22e of the Agreed Settlement. Condition 22 is reproduced below (boldface added to highlight the role of the independent consultant).

22. *Within ninety days of the Date of Closing, YNHHSC shall initiate a cost and market impact review, which shall comply with Connecticut General Statute Section 19a-639f, which such analysis shall include and shall be utilized to establish the baseline cost structure set forth below:*
- a. *Establishing a baseline cost structure and total price per unit of service (the "baseline CMIR") and establishing a cap on annual increases in total price per unit of service (as defined below) for L+MH and LMMG (the "annual CMIR update"). YNHHSC shall retain an independent consultant, subject to OHCA's approval, to conduct the baseline CMIR and the annual CMIR update and shall pay all costs associated with the cost and market review. To the extent that all data is not available to comply with the provisions of section 19a-639f the baseline CMIR shall be adjusted to reflect such information when it becomes available.*
  - b. *In conducting the baseline CMIR and annual CMIR update, the cost and market impact review shall analyze the factors relative to L+MH and LMMG in accordance with subsection (d) of section 19a-639f of the general statutes and the Eastern Connecticut market more specifically: (a) L+MH and LMMG's size and market share within their primary and secondary service areas; (b) L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services in Eastern Connecticut; (c) L+MH and LMMG cost and cost trends in comparison to total healthcare expenditures statewide; (d) the availability and accessibility of services similar to those provided by L+MH and LMMG in their primary and secondary service areas; (e) the role of L+MH and LMMG in serving at-risk, underserved and government payer populations, including those with behavioral, substance use disorder and mental health conditions, within their primary and secondary service areas; (f) the role of L+MH and LMMG in providing low margin or negative margin services within their primary and secondary service areas; (g) general market conditions for hospitals and medical foundations in the state and in Eastern Connecticut in particular; and (h) and other conditions that the **independent consultant determines** to be relevant to ensuring that L+MH and LMMG prices do not exceed the market price for similar services in Eastern Connecticut.*
  - c. *In recognition that the baseline CMIR pursuant to Connecticut General Statute Section 19a-639f shall be conducted after the Date of Closing, in the event that the baseline CMIR finds a likelihood of materially*

increased prices as a result of the L+M affiliation with YNHHS, notwithstanding these conditions, the Commissioner of Public Health (Commissioner) and YNHHS shall meet and confer for the purposes of determining further conditions as necessary to correct such condition and to create a performance improvement plan to address the conditions. The Commissioner shall determine whether YNHHS is in compliance with such performance improvement plan. Prior to the end of each fiscal year, the **independent consultant shall conduct** the annual CMIR update and use the results of such annual CMIR update to establish a cap on any increase in the price per unit of service for the upcoming fiscal year. Nothing herein shall prohibit the **independent consultant from considering and recommending** any recommendations of the Certificate of Need Task Force on cost containment measures or a cap on annual cost or price increases.

- d. The **independent consultant shall report** to and take direction from the Commissioner. The independent consultant in establishing the cap shall take into consideration the cost reductions reflective of the efficiencies resulting from the affiliation and the annual cost of living of the primary service area or the Eastern Connecticut area.
- e. The **independent consultant shall provide** the baseline CMIR and the annual CMIR update to OHCA within thirty days of completion. OHCA shall keep confidential all nonpublic information and documents obtained as part of the baseline CMIR and the annual CMIR update and shall not disclose the information or documents to any person without the consent of YNHHS and L+M, unless required to do by law.

## METHODOLOGY SUMMARY

Our commercial fee cap methodology, as approved by OHCA:

1. Establishes market baskets of high frequency services for inpatient and outpatient hospital services and physician services.
2. Estimates the fiscal year 2016 (FY2016) average fee per market basket service across all payers for services provided by L+M and all hospitals and physicians serving E-CT patients (aka “the market”), and calculates the FY2016 ratio of L+M fees to market fees.
3. Projects the market basket fee changes and service changes, other than L+M commercial fee changes, from FY2016 to calendar year 2018 (CY2018).
4. Estimates the L+M commercial fee change from FY2016 to CY2018 that will allow L+M to maintain the FY2016 ratio of L+M fees across all payers to market fees across all payers and establishes that change as the commercial fee cap.

Following the expectations of the Agreed Settlement, we also review the Eastern Connecticut (E-CT) healthcare market and make non-fee cap recommendations.

**Fiscal years (FYs) for Connecticut hospitals end in September and calendar years (CYs) end in December.** FY2016 is the year October 2015 through September 2016 and CY2018 is the year January 2018 through December 2018. Under the Agreed Settlement L+MC must maintain commercial fee contracts from the end of FY2016 to the beginning of CY2018 and may negotiate fee increases, subject to the fee cap, for CY2018 onward. Hence, for establishing the fee cap, FY2016 is our base period and CY2018 is the period for which we establish the fee cap. Next year we will establish inpatient and outpatient hospital fee caps for CY2019.

**Medicare and Medicaid fees impact the commercial fee cap.** The estimated average fees per market basket service and fee ratios are inclusive of all payers. Therefore, any Medicare or Medicaid fee change that differentially affects L+M relative to other hospitals serving E-CT patients will impact the calculation of L+M’s commercial fee cap. The differential impact may be the result of L+M having a different fee change than the other hospitals or it may be due to L+M providing a disproportionate share (more or less) of Medicare or Medicaid market basket services relative to the other hospitals.

## MARKET REVIEW

Our review of the Eastern Connecticut (E-CT) healthcare market yielded the following observations:

### Hospital Inpatient Care

1. **E-CT patients had about 51,000 discharges in FY2016.** About 25,000 or about 50% of the discharges were for market basket MS-DRGs. Of these about 25,000 market basket MS-DRGs, 27% were from L+MH (see Exhibit 1).
2. **E-CT hospitals lost market share between FY2014 and FY2016.** The percent of E-CT patients discharged from E-CT hospitals, inclusive of L+MH, declined from 67.0% to 62.3% of discharges – a -6.9% change<sup>3</sup>. In FY2016, nearly 40% of E-CT patient discharges were from non-E-CT hospitals (see Exhibit 1).
3. **E-CT patients with commercial insurance are disproportionately cared for outside of E-CT relative to Medicare patients.** In FY2016 46.6% of commercial market basket MS-DRG discharges were from non-E-CT hospitals vs. 32.9% for Medicare discharges and 19.0% for Medicaid discharges (see Exhibit 2A).
4. **Patient volume for government payers grew from FY2014 to FY2016.** In FY2016 35.8% of market basket MS-DRG discharges were paid for by commercial payers (see Exhibit 2B). From FY2014 to FY2016, E-CT patient market basket MS-DRG discharges declined for commercial payers (-4.3%) and grew for Medicaid (+5.5%) and Medicare (+2.1%) payers (see Exhibit 2B).
5. **In each of FY's 2014-2016 L+MH provided more than a 1/5 of the inpatient behavioral health discharges for E-CT patients.** The percentage ranged from 21.4% in FY2015 to 22.1% in FY2016. Behavioral health discharges includes mental illness and substance abuse MS-DRGs (see Exhibit 2C).
6. **In FY2016, non-E-CT hospitals, on average, provide more high intensity care than E-CT hospitals.** In FY2016, non-E-CT market basket MS-DRG discharges had an average case mix per discharge of 1.42, while E-CT hospitals had an average case mix of 1.25 (see Exhibit 3).
7. **In FY2016, government payers paid much less than commercial payers did.** In FY2016, Medicare fees were \$7,717, Medicaid fees were \$5,359, and commercial payers fees \$12,467 per case mix adjusted discharge (CMAD), inclusive of patient cost sharing. Commercial payer fees more than double Medicaid fees (see Exhibit 4A).
8. **From FY2014 to FY2016, commercial fees per CMAD for hospitals serving E-CT patients increased by +4.3% per annum** (see Exhibit 4A).
9. **In FY2016, L+MH fees per CMAD were similar to other E-CT hospitals.** In FY2016, L+MH fees per CMAD were somewhat higher than that of other E-CT hospitals: +5.2% for Medicare, +3.5% for Medicaid, and +0.7% for commercial (see Exhibit 4B).
10. **Non-E-CT fees per CMAD were much higher than E-CT fees per CMAD across all payers.** In FY2016, fees per CMAD for non-E-CT hospitals were higher than that of E-CT hospitals: +9.2% for Medicare, +25.6% for Medicaid, and +22.6% for commercial (see Exhibit 4B).
11. **CT Medicaid has planned changes to fees that will disproportionately reduce fees for L+MH.** Medicaid has planned fee changes per CMAD between FY2016 and CY2018 of -12.8% for L+MH, -8.4% for other E-CT hospitals, and -6.8% for non-E-CT hospitals (see Exhibit 5A).
12. **L+MH and non-E-CT hospital Medicare fees are expected to increase modestly in January 2018, while the fees for other E-CT hospitals are expected to have a larger increase due to changes in the geographic assignment for some hospitals.** January 2018 Medicare fees are expected to change +0.6% for L+MH, +0.4% for non-E-CT hospitals, and +2.8% for other E-CT hospitals (see Exhibit 5B).

**Medicare payments are based on statistical area assignments.** Medicare outpatient and inpatient payments are adjusted for local wage levels, using the wage indices that Medicare publishes for cost based statistical areas (CBSAs). CBSAs are typically metropolitan statistical areas (MSAs), and hospitals are generally assigned to the CBSA corresponding to their physical location. Medicare can, however, assign hospitals to CBSAs that do not correspond to their physical location. L+MH has been assigned to the Nassau County-Suffolk County, NY CBSA – a CBSA with a higher

<sup>3</sup> Changes in market share cited in this analysis are relative to the first period market share. For example if a hospital has a 20% market share that declines to 18%, then the hospital has lost 10% of its market share.



wage index than the New Haven-Milford, CT CBSA for several years. Another E-CT hospital, Backus Hospital, will be assigned to the Nassau County-Suffolk County, NY CBSA as of January 2018.

## Hospital Outpatient Care

- Outpatient care is a significant portion of hospital net revenue, particularly for E-CT hospitals.** Outpatient care represented 60.4% of FY2015 hospital net revenue for E-CT hospitals, and 42.8% of FY2015 hospital net revenue for non-E-CT hospitals providing services to E-CT patients (see Exhibit 6).
- Medicaid and Medicare represent a significant portion of outpatient net revenue for hospitals serving E-CT patients.** Medicare and Medicaid represent 38.1% of outpatient net revenue for L+MH, 38.0% of outpatient net revenue for other E-CT hospitals, and 36.3% of outpatient net revenue for non-E-CT hospitals (see Exhibit 6).
- E-CT patients receive a higher portion of their outpatient surgical care than ED care at non-E-CT hospitals.** According to CHIME, 35.5% of FY2016 outpatient hospital surgery discharges<sup>4</sup> for E-CT patients were from non-E-CT hospitals and 11.9% of ED discharges were from non-E-CT hospitals (see Exhibit 7).
- E-CT patients with Medicare or commercial insurance receive a higher portion of their outpatient surgical and ED care at non-E-CT hospitals than E-CT patients with Medicaid.** According to CHIME, 35.4% of Medicare and 37.9% of commercial FY2016 outpatient hospital surgery discharges for E-CT patients were from non-E-CT hospitals, whereas 29.3% of Medicaid discharges were from non-E-CT hospitals. Similarly, 10.7% of Medicare and 17.0% of commercial FY2016 ED market basket services for E-CT patients were from non-E-CT hospitals, whereas 8.1% of Medicaid ED market basket services were from non-E-CT hospitals (see Exhibit 7).
- In FY2016 L+MH emergency department served the same proportion of E-CT patients with behavioral health primary diagnoses as patients with any diagnosis.** In FY2016 L+H provided 29.6% of emergency room discharges for E-CT patients with a behavioral health primary diagnosis (mental illness or substance abuse) and 29.5% of total emergency room discharges for E-CT patients (see Exhibit 7).
- CT outpatient hospital Medicaid Modernization, which was a significant change in outpatient hospital methodology, disproportionately reduced fees for L+MH.** In July 2016, CT Medicaid introduced an APC payment methodology. Medicaid outpatient fees increased somewhat (1.4%) for all hospitals serving E-CT patients, whereas fees decreased significantly (-11.0%) for L+MH (see Exhibit 8).

**CT hospital outpatient Medicaid Modernization.** Prior to July 2016, CT Medicaid hospital outpatient fees (for most services) were set at a hospital-specific percentage of the hospital's charges. The percentage was based on the hospital's cost to charge ratio. In July 2016, CT Medicaid implemented a Medicare-like payment system where most fees are paid using Medicare's APC methodology. Many individual hospitals saw significant outpatient fees change as a result of Medicaid Modernization, with some receiving higher fees while other received lower fees.

Under the modernized payment system, CT Medicaid uses Medicare's APC assignment rules, relative weights, and wage indices but sets its own APC fee per relative weight unit. CT Medicaid adjusts for labor costs through a wage index based on each hospital's CBSA corresponding to their physical location. Wage indices for a given CBSA can "bounce" somewhat from year to year. L+MH's January 2017 fee change relative to some other hospitals is due to a decline in the New Haven-Milford, CT wage index relative to other CT CBSAs.

- The January 2017 CT Medicaid fee update also reduced fees for L+MH.** Routine updating of Medicaid APC fees, effective January 2017, resulted in 0.0% change for all hospitals serving E-CT patients, but a -1.2% change for L+MH (see Exhibit 8).
- L+MH's outpatient hospital Medicare fees are expected to decrease modestly in January 2018, while the fees for other E-CT are expected to have increase due to changes in the geographic assignment for some hospitals.** January 2018 Medicare APC fees are expected to change -0.2% for L+MH, +3.6% for other E-CT hospitals, and -0.5% for non-E-CT hospitals (see Exhibit 9).

<sup>4</sup> "Discharges" is CHIME's term for an outpatient surgery procedure or an emergency room visit.

## Physician Care

1. **LMMG provided a consistent volume and payer-mix of market basket services in FY2015 and FY2016.** In FY2015, 43.6% LMMG's services were for E-CT patients with Medicare, 13.9% were for E-CT patients with Medicaid, and 41.5% were for E-CT patients with commercial insurance (see Exhibit 10). In FY2016, 44.1% LMMG's services were for E-CT patients with Medicare, 14.3% were for E-CT patients with Medicaid, and 40.8% were for E-CT patients with commercial insurance (see Exhibit 10).
2. **E-CT patients with Medicaid and Medicare receive the majority of their care in E-CT.** In CY2016, E-CT patients with Medicaid received 67.8% of their physician services from E-CT physicians and 32.2% from non-E-CT physicians (see Exhibit 11). In CY2014, E-CT patients with Medicare received 66.5% of their physician services from E-CT physicians and 33.5% from non-E-CT physicians (see Exhibit 11).
3. **Medicare fees for all Medicare physicians in Connecticut have changed very modestly from CY2015 to CY2017.** Medicare fees changed -0.3% from CY2015 to CY2017 (see Exhibit 12).
4. **Medicaid fees for all Medicaid physicians in Connecticut have remained flat since September 2015 (beginning of FY2016).**
5. **In FY2015, LMMG's average Medicaid fees were about 85% of what Medicare fees would have been for the same services.**
6. **There are no announcements that indicate that Medicaid and Medicare fees will significantly change between now and CY2018.**

## FEE CAPS AND RECOMMENDATIONS

### Overview

In this section, in our role as an independent consultant, working to satisfy requirements of the Agreed Settlement, we estimate the fee caps for L+MC's average commercial fees for hospital inpatient, hospital outpatient, and physician care. According to the Agreed Settlement, fee caps are the highest permitted aggregate increase in L+MC or LMMG fees for CY 2018 relative to FY2016 — a span of 2.25 years from midpoint to midpoint. Fee increases for a particular commercial health plan may be more or less than the cap.

**Commercial fee increases within maintained health plan contracts are included in the fee cap.** Condition 20 of the Agreed Settlement requires L+MC to maintain health plan contracts that were in effect as of the date of closing (September 8, 2016) through December 31, 2017. Until January 1, 2018, L+MC commercial fees can increase only if there were fee increases already incorporated within these maintained contracts. L+MC must consider these previously negotiated fee increases when setting fees for CY 2018. According to the Agreed Settlement, the total commercial fee increase, including fee increases within maintained contracts, must not exceed the cumulative fee cap for inpatient, outpatient or physician services.

### Hospital Inpatient Fee Cap

**We estimate that L+MH could increase its commercial inpatient fees per market basket service 16.5% cumulative for the period between FY2016 and CY2018 and maintain the same fee ratio as FY2016. Therefore, the cumulative fee change cap for the period between FY2016 and CY2018 is +16.5%.<sup>5</sup>** The +16.5% fee change for a 2.25 year period is the equivalent of +7.0% fee change per annum. The cumulative fee increase allows L+MC to attempt to regain the annual increases it may have lost during the maintained contract period.

The fee cap is based upon the following considerations:

- a. The facts outlined in the Market Review section, including
  - i. Shifting of the distribution of E-CT hospital discharge market share to non-E-CT hospitals
  - ii. Annual growth in the average case mix per market basket discharge between FY2016 and CY2018
  - iii. Modest growth in L+MH's Medicare fees in January 2018 relative to larger increases in Medicare fees for Other E-CT hospitals (see Exhibit 5B).
  - iv. Planned changes to CT Medicaid fees that will disproportionately reduce fees for L+MH (see Exhibit 5A).
- b. A 2.25 year span between FY2016 and CY2018.
- c. No shifts in the distribution of inpatient service mix by payer between FY2016 and CY2018
- d. Commercial fee increase of +4.0% for hospitals other than L+MH. The increase is consistent with the increase FY2014 to FY2016 by payer, rounded down (see Exhibit 4A).

Note: The two key determinates of the 3.0% per annum spread between L+MH's capped commercial fee increase (+7.0%) and the expected non-L+MH fee increase (+4.0%) are 1) the modest January 2018 Medicare fee increase for L+MH relative to larger fee increases for other E-CT hospitals and 2) the planned CT Medicaid fee reductions. The impact of these fee changes on 65% of L+MH's discharges needs to be balanced by commercial fee increases that are applicable to the other 35% of L+MH's discharges.

### Hospital Outpatient Fee Cap

**We estimate that L+MH could increase its commercial outpatient fees per market basket service 11.6% cumulative between FY2016 and CY2018 and maintain the same fee ratio as FY2016. Therefore, the cumulative fee change cap for the period between FY2016 and CY2018 is +11.6%.** The +11.6% fee change for a 2.25 year period is the equivalent of +5.0% fee change per annum. The cumulative fee increase allows L+MC to attempt to regain the annual increases it may have lost during the maintained contract period.

<sup>5</sup> Fee changes are to be measured by comparing the average commercial fee in CY2018 to the average commercial fees in FY2016.

The fee cap is based upon the following considerations:

- a. The facts outlined in the Market Review section, including
  - i. The significant decline in L+MH's Medicaid outpatient fees in July 2016 due to hospital outpatient Medicaid Modernization
  - ii. L+MH's anticipated Medicare outpatient fee decrease as of January 2018
- b. A 2.25 year span between FY2016 and CY2018
- c. No shifts in the distribution of outpatient services or service mix by payer or by hospital between FY2016 and CY2018
- d. Assumptions for annual growth in fees
  - i. Commercial – for hospitals other than L+MH: +4.0% from CY2015 to CY2018
  - ii. Medicare – fee per APC relative weight unit: +0.5% from CY2017 to CY2018
  - iii. Medicaid – fee per APC relative weight unit: 0.0% from CY2017 to CY2018

Note: Only one-quarter of the impact of outpatient Medicaid Modernization is reflected L+MHs FY2016 fees and Medicare fees will in January 2018. Therefore, L+MH needs a significant above-market commercial outpatient fee increase to bring its CY2018 fee ratio (average all-payer fees relative to the market) to FY2016 levels.

### Physician Fee Cap

**We estimate that LMMG could increase its commercial physician fees per market basket service 8.0% cumulative between FY2016 and CY2018 and maintain the same fee ratio as FY2016. Therefore, the cumulative fee change cap for the period between FY2016 and CY2018 is +8.0%.** The +8.0% fee change for a 2.25 year period is the equivalent of +3.5% fee change per annum. The cumulative fee increase allows L+MC to attempt to regain the annual increases it may have lost during the maintained contract period.

The cap is based upon the following considerations:

- a. The facts outlined in the Market Review section, including
  - i. No change in Medicaid and Medicare fee levels. There are no announcements that indicate that Medicaid and Medicare fees will significantly change between now and CY2018
- b. A 2.25 year span between FY2016 and CY2018
- c. No shifts in the distribution of physician services or service mix by payer between FY2016 and CY2018
- d. Assumptions for annual growth in fees
  - i. Commercial – for market and LMMG: +3.5% per annum from CY2015 to CY2016 based on various consultant reports
  - ii. Medicare – fee per service: flat from FY2016 to CY2018
  - iii. Medicaid – fee per service: flat from FY2016 to CY2018

### Non-Fee Cap Recommendation

1. **We recommend that OHCA consider not making this CMIR public.** There is a risk that if other hospitals serving E-CT patients know that L+MH is seeking commercial fee increases, these other hospitals will request increases themselves, potentially creating a multi-year upward spiral of fee increases.

## MONITORING AND FUTURE CMIRS

In this CMIR, Milliman, sets fee caps and otherwise performs the tasks that the Agreed Settlement describes for the independent *consultant*. The Agreed Settlement assigns another entity, the independent *monitor*, with the task of monitoring fee L+MCs fee changes and assuring the changes do not exceed the fee caps.

Condition 20 of the Agreed Settlement subjects L+MH fees to annual caps for the five year period following the September 2016 closing – therefore through August 2021. Since this CMIR is for CY2018, there will be three future CMIRs for L+MH: CY2019, CY2020, and CY2021. There will be no future CMIRs for LMMG as Condition 20 specifies that LMMG's fee caps end 28 months from the date of the closing and the fee caps for this CMIR extend through December 2018.

Because the L+MH CMIRs are ongoing and the fee caps are cumulative, the fee caps are also self-adjusting. As contemplated in Condition 22a of the Agreed Settlement, if data that is not available at the time of a CMIR subsequently becomes available or unexpected events occur in the market (such as an unanticipated change in government payer fees), the new data and events will be incorporated into the next CMIR and the next year's fee cap. Likewise, should L+MH not be able to obtain the fee increases that allow it to retain its pre-transfer of ownership fee ratio, L+MH will be able to attempt to do so the next year.

The annual CMIRs will also allow us to assess whether L+MH is continuing to provide emergency care services, services to government payer populations, and substance use disorder and mental health services at L+MH's FY2016 (pre-Agreed Settlement) levels as contemplated by Conditions 22b(e) and 22b(f) of the Agreed Settlement.<sup>6</sup> This CMIR establishes the baseline for the assessments.

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<sup>6</sup> 22b(f) specifically asks us to examine L+MH's provision of low and negative margin services. Emergency care services, services to government payer populations, and services to substance use disorder and mental health services are generally considered low and negative margin services. Similarly the people needing these services are generally considered to be "vulnerable populations" as specified by 22b(e). We do not have the data for further examination of vulnerable populations and low and negative margin services.

## DATA AND METHODOLOGY

### HOSPITAL INPATIENT CARE

#### Overview

As described in our methodology below, we created a market basket of hospital inpatient discharges for the top MS-DRGs associated with CT's top inpatient primary diagnoses, principal procedures, surgical procedures, and surgical MS-DRGs. We then used Medicare MS-DRG relative weight factors to adjust for the case mix of the market basket discharges<sup>7</sup>, defining a case mix adjusted discharge (CMAD) as a discharge with a relative weight factor of 1.00. CMAD is our "unit of analysis" for purposes of recommending a fee cap.

For all payers, we estimated the fee per CMAD of a group of hospitals as the sum of its net revenue divided by the sum of its MS-DRG relative weight factors, where the sum of the MS-DRG relative weight factors is the sum of the product of the case mix index and number of discharges by hospital. The calculation for an individual hospital is the same, except without the summations.

$$\text{Fee per CMAD}_{\text{group of hospitals}} = \frac{\sum(\text{Net Revenue})_{\text{hospital}}}{\sum(\text{MS} - \text{DRG Relative Weight Factor})_{\text{hospital}}}$$

$$\text{Where } (\text{MS} - \text{DRG Relative Weight Factor})_{\text{hospital}} = (\text{Case Mix})_{\text{hospital}} * (\text{Unweighted Discharges})_{\text{hospital}}$$

The fee per CMAD calculation relies upon:

1. CT Hospital Information Management Exchange (CHIME) data to identify which hospitals provide the market basket MS-DRG discharges.
2. "Twelve Month Actual Filing" data filed with OHCA to estimate market basket inpatient discharge fees.

We describe hospital discharges and fees for FY2014 – FY2016. We project hospital discharges and their case mixes from FY2016 to CY2018, estimate Medicaid and Medicare fee changes from FY2016 to CY2018, and calculate the fee increase as the maximum commercial fee increase from FY2016 to CY2018 that will maintain L+MH's average fee relative to the market.

#### Data

We relied upon the following data sources for our inpatient analysis:

- CT Department of Insurance most common inpatient hospital service lists<sup>8</sup>.
- CT hospital discharge data from the CHIME<sup>9</sup> database as provided to us under a data use agreement by YNHHS, for the period 10/2013 through 9/2016.
- CT hospital "Twelve Month Actual Filing"<sup>10</sup> operational and financial data filed with OHCA, for FY2014, FY2015, and FY2016. Tabs within the Filing are referred to as "Reports" and have a number, such as Report 165.
  - FY2016 annual reports have not been reviewed by OHCA.

<sup>7</sup> Medicare MS-DRG relative weight factors are used by Medicare and other payers to compensate hospitals for more and less costly hospital discharges.

<sup>8</sup> Connecticut Department of Public Health. Access Health CT. *Connecticut Acute Care Hospital and Outpatient Surgical Facility Data: FY2015*. N.p., 1 Aug. 2016. Web. 4 May 2017. <http://www.ct.gov/dph/lib/dph/ohca/publications/2016/consumerhealthinformationreport.pdf>.

<sup>9</sup> "ChimeData Overview." *Chime*. Connecticut Hospital Association, n.d. Web. 4 May 2017. <http://www.chime.org/member-services/chimedata/chimedata-overview/>.

<sup>10</sup> "Twelve Month Filing 2015." *Department of Public Health*. State of Connecticut, n.d. Web. 4 May 2017. <http://www.ct.gov/dph/cwp/view.asp?a=3902&q=583316>.



- Two hospitals, Manchester Memorial Hospital and Rockville General Hospital, have filing extensions, which means that FY2015 annual reports are the latest available. We assumed that their reported values are unchanged from FY2015.
- If new or amended data becomes available, the fee and trend values cited in this report may change. The data, however, is unlikely to have a substantial impact on the conclusions.
- Medicare fee per CMAD developed from the corrected final rules for CY2015 to CY2018<sup>11,12,13,14,15</sup>.
- CT Medicaid fee schedules and fee schedule changes and analysis of fee schedule change impact by hospital from the DSS website<sup>16</sup>.
- L+MH hospital outpatient claims and payment data.
- Other
  - County to zip code mapping provided by YNH and checked for reasonableness.
  - Medicare 2016 MS-DRG service weights<sup>11,14,12,14,17</sup>.

## Methodology

### Summarize Historical Discharges

#### Step 1: Create a set of inpatient market basket MS-DRGs.

- a. **Identify relevant discharges:** Identify the CHIME FY2014-FY2015 statewide discharges related to one or more of the top inpatient primary diagnoses, principal procedures, surgical procedures, and surgical MS-DRGs as listed in the Department of Insurance (DOI) service lists.
- b. **Create market-basket MS-DRG list** (see Table 1). Count the FY2015 statewide discharges for each MS-DRG identified in Step 1a. Create list of the 50 MS-DRGs with the most discharges – the “market basket MS-DRGs.” Note: we used FY2014-FY2015 as the market basket years. Due to the October 2015 conversion to ICD-10, FY2015 was the last year that the ICD-9 codes corresponding to the DOI lists were available within CHIME.

#### Step 2: Identify hospitals providing inpatient services to E-CT patients.

- a. **Identify E-CT zip codes** (see Table 2).
- b. **Identify E-CT patient discharges.** Using patient residence zip codes, identify the CHIME FY2014-FY2015 statewide discharges for patients residing in E-CT.

<sup>11</sup> "FY 2015 Final Rule Tables Centers for Medicare and Medicare Services (CMS). N.p., n.d. Web. 4 May 2017. <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/AcuteInpatientPPS/FY2015-IPPS-Final-Rule-Home-Page-Items/FY2015-Final-Rule-Tables.html?DLPage=1&DLEntries=10&DLSort=0&DLSortDir=ascending>.

<sup>12</sup> "FY 2016 Final Rule and Correction Notice Data Files" Centers for Medicare and Medicare Services (CMS). 4 May 2017. <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/AcuteInpatientPPS/FY2016-IPPS-Final-Rule-Home-Page-Items/FY2016-IPPS-Final-Rule-Data-Files.html?DLPage=1&DLEntries=10&DLSort=0&DLSortDir=ascending>.

<sup>13</sup> "FY 2017 Final Rule and Correction Notice Tables" Centers for Medicare and Medicare Services (CMS). 23 June 2017. <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/AcuteInpatientPPS/FY2017-IPPS-Final-Rule-Home-Page-Items/FY2017-IPPS-Final-Rule-Tables.html?DLPage=1&DLEntries=10&DLSort=0&DLSortDir=ascending>

<sup>14</sup> "FY 2018 Final Rule and Correction Notice Data Files" Centers for Medicare and Medicare Services (CMS). 7 October 2017. <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/AcuteInpatientPPS/FY2018-IPPS-Final-Rule-Home-Page-Items/FY2018-IPPS-Final-Rule-Data-Files.html?DLPage=1&DLEntries=10&DLSort=0&DLSortDir=ascending>

<sup>15</sup> "Acute Care Hospital Inpatient Prospective Payment System." 23 June 2017. <https://www.cms.gov/Outreach-and-Education/Medicare-Learning-Network-MLN/MLNProducts/downloads/AcutePaymtSysfctsh.pdf>.

<sup>16</sup> "Hospital Rates: Inpatient Rates." Department of Social Services. State of Connecticut, 1 Jan. 2017. Web. 4 May 2017. <http://www.ct.gov/dss/cwp/view.asp?a=4598&q=540318>.

<sup>17</sup> "FY 2014 Final Rule Data Files" Centers for Medicare and Medicare Services (CMS). N.p., 28 Jan. 2014. Web. 4 May 2017. <https://www.cms.gov/medicare/medicare-fee-for-service-payment/acuteinpatientpps/fy-2014-ipp-final-rule-home-page-items/fy-2014-ipp-final-rule-cms-1599-f-data-files.html>.

- c. **Create a list of hospitals caring for E-CT patients.** Create a list of the hospitals responsible for 99%+ of the E-CT patient discharges for FY2014 and FY2015. This list contains 13 hospitals (see Table 3).
- d. **Group hospitals by region.** Group the 13 hospitals as L+M (1), other E-CT hospitals (5), non-E-CT hospitals (7) (see Table 3).

**Step 3: Assign payer categories and service weights to FY2014 to FY2016 CHIME discharges.**

- a. **Assign payer categories.** Map CHIME payers to payer categories (see Table 4A).
- b. **Assign relative weights.** Assign MS-DRG relative weights to each discharge.

**Step 4A: Summarize the number of CHIME discharges and service weights from E-CT patient hospitals for market basket MS-DRG discharges by FY, facility, payer category, region.**

**Step 4B: Separately summarize CHIME discharges for mental illness and substance abuse MS-DRGs (MS-DRGs 880 to 897) by FY, facility, payer category, region.**

Calculate Historical Fees

**Step 5: Collect data for the 13 hospitals** from the “**Twelve Month Actual Filings**”. Specifically:

- a. **Report 165:** Inpatient Net Revenue (by payer).
- b. **Report 185:** Discharges (by payer) and Case Mix Index (by payer).
- c. Confirm that case mix index as reported in Twelve Month Actual Filings are average Medicare MS-DRG relative weights.

**Step 6: Calculate average net revenue per case mix adjusted discharge and average case mix by hospital and payer.**

- a. **Map “Twelve Month Actual Filings” payers** to Medicare, Medicaid, commercial, uninsured, and other (see Table 4B).
- b. **Calculate average net revenue per case mix adjusted discharge by hospital and mapped payer.**

Summarize Historical Discharges and Fees

**Step 7: Summarize historical discharges and fees.**

- a. Count market basket and non-market basket DRG discharges by fiscal year and hospital region and calculate the market basket percentage of total discharges (see Exhibit 1).
- b. For market basket DRG discharges, quantify discharges by year, hospital region, and payer (see Exhibit 2A & Exhibit 2B). For mental illness and substance abuse DRGs, quantify discharges by year, hospital region, and payer (see Exhibit 2C).
- c. For market basket DRG discharges, calculate average case mix by year, hospital region, and payer, where totals across regions and payers are weighted by market basket discharges (see Exhibit 3).
- d. For market basket DRG discharges, calculate average fees per CMAD, where totals across regions and payers are weighted by the product of market basket discharges and relative weight factors (see Exhibit 4A & Exhibit 4B).

Project Future Discharges, Case Mix, and Fees

**Step 8: Calculate scheduled Medicaid fee changes per CMAD from FY2016 to CY2018, where totals across regions and payers are weighted by the 2016 product of market basket MS-DRG discharges and average case mix.**

Note: CT Medicaid has/is implementing two inpatient fee changes. One was an all hospital 5% fee reduction as of January 2017 to adjust for unexpected high inpatient intensity after the implementation of hospital inpatient Medicaid Modernization in 2015. The other is 4-year adjustment of hospital-specific base fees, starting January 2017. While the 4-year adjustment is neutral across the state, hospitals serving E-CT patients will (on average) receive fee decreases and the fee decreases will be (on average) larger for E-CT hospitals than non-E-CT hospitals. Between FY2016 and CY2018, hospital basket weighted Medicaid fee decrease will be -12.8% for L+H, -8.4% for other E-CT hospitals, and -6.8% for non-E-CT hospitals (see Exhibit 5A).

**Step 9: Calculate scheduled Medicare fee changes per CMAD from FY2016 to CY2018, where totals across regions and payers are weighted by the product of the estimated market basket MS-DRG discharges and average case mix (see Exhibit 5B).**

Note: In order to estimate the CY 2018 IP fee per CMAD, the CY 2017 IPPS corrected final rule was used, updated for the operating and capital base rates, wage indexes, and capital geographic adjustment factors from the CY 2018 corrected final rule.

**Step 10: Assign other values**

- a. A 2.25 year span between FY2016 and CY2018.
- b. No shifts in the distribution of inpatient service mix by payer between FY2016 and CY2018
- c. Assumptions for annual growth in fees per CMAD between FY2016 and CY2018:
  - i. Medicare, where L+MH's fees will increase modestly from FY2016 through CY2017, and then decrease in CY2018 due to a change in their geographic assignment. The rest of the market continues to increase modestly over FY2016 – CY2018. The figures below annualized and inclusive of all fee changes from FY2016 – CY2018(see Exhibit 5B)
    1. -2.8% L+MH
    2. +1.0% other E-CT
    3. +1.0% non-E-CT
  - ii. Medicaid, where L+MH's fees have decreased more than the market (see Exhibit 5A)
    1. -5.9% L+MH
    2. -3.8% other E-CT
    3. -3.1% non-E-CT
  - iii. Commercial fee increase of +4.0% for hospitals other than L+MH. The increase is consistent with the increase FY2014 to FY2016 by payer, rounded down (see Exhibit 4A).

**Step 11: Find the L+MH commercial fee increase that maintains the FY2016 ratio of L+MH all-payer fees per CMAD to total all-payer market fees per CMAD.**

## HOSPITAL OUTPATIENT CARE

### Overview

Hospital outpatient departments provide a variety of services, including emergency services, surgeries, diagnostic and screening tests, laboratory services, and imaging. A given outpatient visit, particularly an emergency or surgery visit, can result in a bill with a long list of service-line charges. Medicare pays for many, but not all, outpatient services using the Ambulatory Payment Classification (APC) system, a system that often groups the charges from a visit into a single payment – much like MS-DRGs are used to make a single payment for an inpatient admission. Some services, such as mammograms, are not grouped but paid as stand-alone services. On July 1, 2016, CT Medicaid implemented an outpatient payment system that is Medicare-like, including the use of APCs. Prior to July 2016, CT Medicaid paid for outpatient services using a cost-to-charge methodology.

Commercial payers are not required to use an APC methodology. If commercial payers do use an APC methodology, they may not use it consistently for all providers or all services. Furthermore, commercial fee levels vary dramatically among payers and providers paid by the same payer<sup>18</sup>.

As described below, we created a market basket of APCs and stand-alone services associated with CT's top outpatient services. 95%+ of the market basket services are APCs; the remainder are mammogram services. We grouped L+MH and market commercial-payer claims data into APCs to calculate APC commercial fees for market basket services, whether or not the payer used an APC methodology.

### Data

We relied upon the following data sources for our outpatient analysis:

- CT Department of Insurance most common outpatient hospital service lists<sup>19</sup>.
- Medicare rules for assigning outpatient services to payment methodologies and within the APC methodology to specific APCs<sup>20</sup>.
- CT hospital discharge data from the CT Hospital Information Management Exchange (CHIME)<sup>21</sup> database as provided to us under a data use agreement by YNHHS, for FY2016.
- CT hospital "Twelve Month Actual Filing" data filed with OHCA, for FY2015<sup>22</sup>. Tabs within the Filing are referred to as "Reports" and have a number, such as Report 165.
- CT Medicaid fee schedules and hospital outpatient Medicaid Modernization impact analysis by hospital from the DSS website<sup>23</sup>.
- CT Medicaid freedom of information act (FOIA) request for counts of outpatient market basket services provided July-December 2016 to E-CT Medicaid patients by hospital. Data was requested for the second half of 2016 as

<sup>18</sup> New York State Health Foundation. *Why Are Hospital Prices Different? An Examination of New York Hospital Reimbursement*. Gorman Actuarial, Dec. 2016. Web. 4 May 2017. <http://nyshealthfoundation.org/resources-and-reports/resource/an-examination-of-new-york-hospital-reimbursement>.

<sup>19</sup> Connecticut Department of Public Health. Access Health CT. *Connecticut Acute Care Hospital and Outpatient Surgical Facility Data: FY2015*. N.p., 1 Aug. 2016. Web. 4 May 2017. <http://www.ct.gov/dph/lib/dph/ohca/publications/2016/consumerhealthinformationreport.pdf>.

<sup>20</sup> "Hospital Outpatient Payment Methodology - Ambulatory Payment Classification (APC)." *Connecticut Department of Social Services*. N.p., n.d. Web. 4 May 2017. <https://www.ctdssmap.com/CTPortal/HospitalModernization/tabid/143/Default.aspx>

<sup>21</sup> "ChimeData Overview." *Chime*. Connecticut Hospital Association, n.d. Web. 4 May 2017. <http://www.chime.org/member-services/chimedata/chimedata-overview/>.

<sup>22</sup> "Twelve Month Filing 2015." *Department of Public Health*. State of Connecticut, n.d. Web. 4 May 2017. <http://www.ct.gov/dph/cwp/view.asp?a=3902&q=583316>.

<sup>23</sup> "Hospital Outpatient Reimbursement Modernization." *Connecticut Department of Social Services*. State of Connecticut, n.d. Web. 2 May 2017. <http://www.ct.gov/dss/cwp/view.asp?a=4598&q=563932>.

the market basket services are mostly APC services and CT Medicaid did not use an APC payment methodology until the second half of 2016.

- Medicare 5% sample of Medicare fee for service claims CY2014.<sup>24</sup>
- Medicare wage indices (known as “Table 2” and “Table 3”), from the corrected final rules for CY2015 to CY201<sup>1140,1244,1342,1443</sup>
- Medicare APC payment per relative weight units CY2015 to CY2017<sup>25</sup>.
- Truven MarketScan and Milliman Consolidated Health Cost Guidelines Sources Database claims data for E-CT CY2014 and CY2015<sup>26</sup>.
- L+MH hospital outpatient service billing and payment (claims) data CY2016.
- Other
  - County to zip code mapping provided by YNH and checked for reasonableness.
  - Data from various sources for commercial outpatient hospital fee trends<sup>27</sup>.

## Methodology

### Summarize Outpatient Services

#### Step 1: Create a set of outpatient market basket services.

- a. **Identify the payment methodology for top procedures.** Identify the Medicare (and CT Medicaid July 2016+) payment methodology associated with the top outpatient procedures, outpatient surgical procedures, and outpatient imaging procedures listed in the Department of Insurance (DOI) service lists.
- b. **Eliminate HCPCS codes that do not result in a distinct payment.** Eliminate HCPCS codes that are packaged into various APCs and are never or only sometimes distinctly paid and services are not eligible for payment.
- c. **Create a market basket list of APCs and HCPCS codes** (see Table 5).

#### Step 2A: Estimate the distribution of market basket outpatient services by hospital for E-CT patients.

- a. **Identify E-CT (all-payer) CHIME patient emergency department and outpatient surgical discharges.** Using patient residence zip codes, identify the CHIME FY2016 statewide discharges for patients residing in E-CT.
- b. **Identify E-CT Medicaid market basket services.** Using data from a FOIA request, identify the statewide hospitals providing Medicaid market basket services for patients residing in E-CT.
- c. **Identify E-CT Medicare market basket services.** Using the Medicare 5% sample, identify the statewide hospitals providing Medicare market basket services for patient residing in the three counties of E-CT.
- d. **Estimate the distribution by hospital of market basket outpatient services for residents of E-CT for Medicaid, Medicare, and commercial payers by hospital area** (see Exhibit 7A).

**Step 2B: Summarize the distribution of emergency department discharges where the primary diagnosis is mental illness or substance abuse.** From the emergency department discharges identified in Step 2A.a, identify all discharges where the primary ICD-10 diagnosis code starts with the letter F (F denotes mental illness or substance

<sup>24</sup> Standard Analytical Files (Medicare Claims). *Centers for Medicare and Medicaid Services (CMS)*. N.p., n.d. Web. 23 Apr. 2017. <https://www.cms.gov/research-statistics-data-and-systems/files-for-order/limiteddatasets/standardanalyticalfiles.html>.

<sup>25</sup> "Hospital Outpatient PPS." *Centers for Medicare and Medicaid Services (CMS)*. N.p., 30 Dec. 2016. Web. 5 May 2017. <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/Hospitaloutpatientpps/?agree=yes&next=Accept>.

<sup>26</sup> MarketScan® Research Databases. *Truven Health Analytics*. N.p., n.d. Web. 25 Apr. 2017. <http://truvenhealth.com/markets/life-sciences/products/data-tools/marketscan-databases>.

<sup>27</sup> List of sources available upon request.

abuse) and summarize the discharges for Medicaid, Medicare, and commercial payers by hospital area (see Exhibit 7B).

Calculate Historical and Current Fees

**Step 3: Track Medicare average APC fees from CY2015 to CY2017.**

- a. **Develop hospital fees** using each hospital's geographic assignment, the wage factor for the geography, and the national fee per APC relative weight unit.
- b. **Weight across hospitals** using each hospitals' proportion of Medicare market basket services, developed from the CY2015 Medicare 5% sample.

**Step 4: Track Medicaid average APC fees from July 2015 to CY2017.**

- c. **Develop hospital fees** using APC fee data and the hospital outpatient Medicaid Modernization impact analysis from the CT Medicaid website.
- d. **Weight across hospitals** using each hospitals' proportion of Medicaid market basket services, developed using data from the FOIA request.

**Step 5: Estimate commercial E-CT fee levels for FY2015** using Truven MarketScan and Milliman Consolidated Health Cost Guidelines Sources Database claims data.

**Step 6: Estimate commercial E-CT fee trends from FY2015 to FY2016** using various public sources.

**Step 7: Estimate L+MH's commercial hospital outpatient fees levels for FY2016** using billing and payment data provided by L+MH.

Estimate Payer Distribution

**Step 8: Estimate the service distribution by payer for the hospitals serving E-CT patients.**

- a. **Sum outpatient hospital net revenue by payer for the 13 hospitals.**
- b. **Adjust the distribution from Step 8a for differences in relative fees and impute the service distribution by payer** using the relative fee levels by payer calculated from Steps 4, 5, and 7.

Project Future Fees

**Step 9: Project CY2018 Medicare fees by hospital** using Medicare final wage indices and final CBSA assignments. Assume 0.5% increase in APC fee per relative weight unit.

**Step 10: Project CY2018 Medicaid fees by hospital** using Medicaid final wage indices and final geographical CBSA assignments. Assume no change in APC fee per relative weight unit.

**Step 11: Project CY2018 commercial fees (in total for non-L+MH hospitals).** Assume a 4% non-L+MH trend continues for the 2.25 year span between FY2016 and CY2018

**Step 12: Find the L+MH FY2018 commercial fee that maintains the FY2016 ratio of L+MH fees to total market fee** using the CY2016 historical fees and the projected CY2018 fees. Weight across hospitals using results from Step 3. Weight across payers (same weight for all hospitals) using result of Step 9.



## PHYSICIAN CARE

### Overview

Physician groups provide services including office visits, surgical procedures, anesthesia services, laboratory services, and other diagnostic and therapeutic services. Physician groups provide these services in several settings including offices, hospitals, skilled nursing facilities, and others. A physician may bill one or several services for a single patient interaction.

Medicare pays for most physician services using a formula that incorporates time and intensity of the service (work), costs of maintaining a practice (practice expense or PE), and costs of malpractice insurance (MP). Each component is quantified using relative value units (RVU) adjusted for geographic variations using geographic practice cost indices (GPCI). Medicare uses a different approach to set fees for laboratory services. The sum of these pieces is then multiplied by a conversion factor to generate the payment for a given service. This is described in the following formula:

$$\begin{aligned} \text{Physician Fee} = & (\text{Work RVU} \times \text{CT Work GPCI}) \\ & + (\text{PE RVU} \times \text{CT PE GPCI}) \\ & + (\text{MP RVU} \times \text{CT MP GPCI}) \end{aligned}$$

CT Medicaid pays for physician services using a fee schedule available on the DSS website. Commercial fee levels vary between payers and between various providers paid by the same payer.

As described below, we created a market basket of HCPCS associated with LMMG's top physician services.

### Data

We relied upon the following data sources for our physician analysis:

- LMMG physician billing data for physician services provided from October 2014 – June 2016.
- CT Medicaid fee schedules from the DSS website<sup>28</sup>.
- CT Medicaid freedom of information act (FOIA) request for counts of market basket physician services provided CY2016 to E-CT patients by LMMG physicians and other physicians by geographical area.
- Medicare 5% sample of Medicare fee for service claims CY2014<sup>29</sup>.
- Medicare conversion factors from CY2015 to CY2016<sup>30</sup> and for CY2017<sup>31</sup>.
- Medicare geographic practice cost indices for CY2015<sup>32</sup> and from CY2016 to CY2017<sup>33</sup>.

<sup>28</sup> Connecticut Provider Fee Schedule. *Connecticut Department of Social Services*. N.p., n.d. Web. 21 May 2017. <https://www.ctdssmap.com/CTPortal/Provider/ProviderFeeScheduleDownload/tabid/54/Default.aspx>.

<sup>29</sup> Standard Analytical Files (Medicare Claims). *Centers for Medicare and Medicaid Services (CMS)*. N.p., n.d. Web. 23 Apr. 2017. <https://www.cms.gov/research-statistics-data-and-systems/files-for-order/limiteddatasets/standardanalyticalfiles.html>.

<sup>30</sup> "History of Medicare Conversion Factors." *American Academy of Pediatrics*, n.d. Web. 3 June 2017. [https://www.aap.org/en-us/Documents/coding\\_valuationpayment\\_medicare\\_conversion\\_factor\\_history.pdf](https://www.aap.org/en-us/Documents/coding_valuationpayment_medicare_conversion_factor_history.pdf).

<sup>31</sup> "Final Policy, Payment, and Quality Provisions in the Medicare Physician Fee Schedule for Calendar Year (CY) 2017." *Centers for Medicare and Medicaid Services (CMS)*. N.p., 2 Nov. 2016. Web. 2 June 2017. <https://www.cms.gov/newsroom/mediareleasedatabase/fact-sheets/2016-fact-sheets-items/2016-11-02.html>.

<sup>32</sup> "CMS-1612-FC." *Centers for Medicare and Medicaid Services (CMS)*. N.p., 13 Nov. 2014. Web. 3 June 2017. <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/PhysicianFeeSched/PFS-Federal-Regulation-Notices-Items/CMS-1612-FC.html>.

<sup>33</sup> "CMS-1654-F." *Centers for Medicare and Medicaid Services (CMS)*. N.p., 19 Jan. 2017. Web. 5 June 2017. <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/PhysicianFeeSched/PFS-Federal-Regulation-Notices-Items/CMS-1654-F.html>.

- Medicare HCPCS payment per relative weight units for CY2015<sup>34</sup> and from CY2016 to CY2017<sup>35</sup>.
- NPI registry data<sup>36</sup>.
- Other
  - County to zip code mapping provided by YNH and checked for reasonableness.
  - Data from various sources for commercial physician fee trends<sup>37</sup>.

## Methodology

### Summarize Physician Services

#### **Step 1: Create a set of physician market basket services.**

- a. **Rank order by frequency of procedure codes for physician services provided by LMMG.** Count the number of procedures performed at LMMG in June 2016 by HCPCS code and select the most common procedures.
- b. **Eliminate procedure codes that are not for payment purposes or are invalid.**
- c. **Create a market basket list of 25 HCPCS codes** (see Table 6).

#### **Step 2: Calculate the distribution of market basket physician services by payer for services performed at LMMG.**

- a. **Map “financial class” that appears in LMMG data to Medicare, Medicaid, commercial, or other** (see Table 7).
- b. **Map each location in LMMG data as “facility” or “non-facility”.** Each location is first mapped to a CMS Location Type using a table provided by LMMG (see Table 8). The CMS Location Type is used to determine if the location is considered “Non-Facility” or “Facility”.
- c. **Calculate the distribution of market basket physician services by payer for E-CT patients for FY2015 and FY2016** (see Exhibit 10). The LMMG data contains all 12 months of FY2015, but only the first 8.5 months of FY2016, because L+MH switched accounting systems mid-June 2016. October 2015 – May 2016 services were annualized to estimate the total services provided in FY2016.
- d. **Calculate Medicaid allowed as a percent of Medicare allowed for market basket physician services.** For market basket services provided to Medicaid patients, calculate the Medicare allowed amounts using the 2017 Medicare fee schedule.

#### **Step 3: Calculate the percent of market basket services provided by LMMG, other E-CT physicians, and non-E-CT physicians.**

- a. **Calculate the percent of Medicaid market basket physician services provided by LMMG, other E-CT physicians, and non-E-CT physicians** using data provided by CT Medicaid via a FOIA request.
- b. **Calculate the percent of Medicare market basket services provided by LMMG, other E-CT physicians, and non-E-CT physicians.**
  - i. **Identify E-CT zip codes** (see Table 2).
  - ii. **Identify the E-CT and non-E-CT market basket services by HCPCS code and physician NPI and listed zip code with the Medicare 5% sample.**

<sup>34</sup> "CMS-1612-FC." Centers for Medicare and Medicaid Services (CMS). N.p., 13 Nov. 2014. Web. 3 June 2017. <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/PhysicianFeeSched/PFS-Federal-Regulation-Notices-Items/CMS-1612-FC.html>.

<sup>35</sup> "CMS-1654-F." Centers for Medicare and Medicaid Services (CMS). N.p., 19 Jan. 2017. Web. 5 June 2017. <https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/PhysicianFeeSched/PFS-Federal-Regulation-Notices-Items/CMS-1654-F.html>.

<sup>36</sup> "DataDissemination." CMS.gov Centers for Medicare & Medicaid Services. N.p., 04 Aug. 2016. Web. 22 June 2017. <https://www.cms.gov/Regulations-and-Guidance/Administrative-Simplification/NationalProidentStand/DataDissemination.html>.

<sup>37</sup> List of sources available upon request.

- iii. **Estimate the total volume of E-CT and non-E-CT Medicare market basket services.** “Gross up” the 5% sample of fee-for-service Medicare services to 100% of total Medicare services (fee-for-service and Medicare Advantage).
- iv. **Divide E-CT market basket services between LMMG and other E-CT physicians** using LMMG’s data for LMMG’s portion.

Calculate Historical and Current Fees

**Step 4: Develop Medicare fees for CY2015 to CY2017.**

- a. **Develop Medicare fees by service, year, and location of service for market basket services paid using work, practice expense (PE), and malpractice (MP) RVUs** from Medicare fee data.
- b. **List Medicare fees by service and year for market basket laboratory services** using Medicare fee data.

**Step 5: Calculate Medicare trends.** Weight the fees developed in Step 4 by LMMG’s distribution of market basket services across all time periods in the LMMG billing data.

**Step 6: Develop Medicaid fees for FY2016 to now** using Medicaid fee data. Note: the data shows that there have been no changes since the beginning of FY2016.

**Step 7: Compare Medicaid fees to Medicare fees.** “Reprice” LMMG’s market basket Medicaid services using CY2017 Medicare fees. Calculate the ratio of Medicaid fees to Medicare fees.

Project Future Fees

**Step 8: Project CY2018 Medicaid fees for LMMG.** Medicaid fees have remained flat since September 2015. There are no announcements that indicate that Medicaid fees will significantly change between now and CY2018.

**Step 9: Project CY2018 Medicare fees for LMMG.** Medicare fees have changed very modestly from CY2015 to CY2017. There are no announcements that indicate that Medicare fees will significantly change between now and CY2018.

**Step 10: Project CY2018 commercial fee increase for the market.** Based on a review of recent trends and trend predictions, assume a 4% non-L+MH trend continues for the 2.25 year span between FY2016 and CY2018

**Step 11: Find the LMMG FY2018 commercial fee that maintains the FY2016 ratio of LMMG fees to total market fees.** Unless there are changes in Medicaid and Medicare fee levels or changes in payer mix, LMMG will be able to maintain its fee ratio to the market if its commercial fee increases are the same as the market’s commercial fee increases.

## ESTIMATION CHALLENGES

In order to prepare the Cost and Market Impact Review, the independent consultant must estimate current and future prices for L+MC and for the eastern CT market (Tolland, Windham, and New London counties). Here we note important challenges inherent in the estimation process. Because of these challenges, actual current or future prices may vary from our estimates.

### Lack of Publicly Available Data

Healthcare prices paid by private payers are generally not publicly available. By contrast, charges defined by hospital “charge masters” are available on the OHCA website<sup>38</sup>. Virtually no payer, however, pays the charges in these reports. Payers, including Medicare, Medicaid, and commercial insurance companies, declare or negotiate their prices. These negotiated prices often have little relationship to the reported charges, and may vary substantially from payer to payer. While prices (inclusive of patient cost sharing) are the “true cost” of care, hospitals and physician groups are not required to reveal the actual prices for the care that they provide. Therefore, we estimated historical prices from various public and non-public data sources. Connecticut has been working on developing an all payer claims database (APCD) for some time. We confirmed that at the time of this project, APCD data was not available<sup>39</sup>. Complete APCD data, if available in future years, will provide additional precision to our estimates of commercial prices.

### Recent and Future Price Increases are Unknown

The goal of assuring that L+MC’s future price increases per unit service (fees) do not exceed the market fee increases requires knowledge of recent and future fee increases in the market. Future fee increases are often unknown and may be subject to disruptive changes, such as a significant change in a government fee schedule. Furthermore, for commercial insurance, it may take months to years for public and non-public data sources to become available for the estimation of recent fee increases. We have made estimates of recent and future changes and will adjust them as further data becomes available.

### Reliance on Data from Financial Reports

For hospital inpatient discharges, we estimate FY2016 prices using hospital net revenue as reported by the hospitals. The reported net revenue is the most recent (through September 2016), comprehensive (all patients and payers), and consistent (all CT hospitals) data source for estimating hospital prices. Reported net revenue, however, is subject to accounting adjustments that are not necessarily related to services rendered in the reporting period and the prices for the reporting period services. For example, there may be an adjustment for an over- or under-estimate of the prior year’s net revenue. We have implicitly assumed that the adjustments are minor and/or “cancel-out” (negatives offset positives) across the hospitals within a region.

### Changes in Payer Mix

Because different payers may pay different fees, changes in payer mix can affect a provider’s fee across all payers, aside from any individual fee changes by payer. Therefore, the calculation of an allowed fee increase requires estimates of payer mix by hospital or group of hospitals. For example, Medicaid typically has the lowest fee and therefore a hospital that decreases Medicaid patient volume will collect higher average fees per patient without any fee increase. Conversely, a hospital that increases its Medicaid patient volume will need to increase its commercial fees in order to maintain its average fees level. We have made estimates of changes in payer mix.

### Changes in Provider Mix

Because different providers may charge different fees, changes in provider mix can affect the market’s fee, aside from any individual fee changes by provider. Therefore, the calculation of market fee increases requires estimates of the past and future provider mix for the market. For example, if patients shift to a hospital or group of hospitals with higher fees, then the hospital fee for the market will increase without any hospital-level fee increases. We have made estimates of changes in provider mix.

<sup>38</sup> “Hospital Pricemaster Filings” *Department of Public Health*. State of Connecticut, n.d. Web. 4 May 2017. <http://www.ct.gov/dph/cwp/view.asp?a=3902&q=526224>.

<sup>39</sup> E-mail from Robert Blundo, acting Director of Access Health, 4 Apr 2017.

## LIMITATIONS AND CAVEATS

In performing our analysis, we relied on data and information as described above. We have not audited or verified this data and other information. If the underlying data or information is inaccurate or incomplete, the results of our analysis may likewise be inaccurate or incomplete. The rate cap estimates are based on assumptions which we have summarized in our report. Our estimates should be viewed as best estimates. For some of the assumptions, there are reasonable alternative assumptions which would result in higher and lower estimates for the rate caps.

This work product was prepared to satisfy Conditions 22 b, c, d, and e of the Agreed Settlement between YNHSC and the Commissioner of the Department of Public Health. It may be inappropriate to rely upon it for any other purpose. We were required to follow the terms of the Agreed Settlement, including reporting to and taking additional direction from the Commissioner. We believe we have satisfied the terms in the Agreed Settlement.

As required by the Agreed Settlement, YNHSC engaged Milliman as an independent consultant. Milliman agrees that the work product may be provided to OHCA and the independent monitor that monitors YNHSC's compliance with the Agreed Settlement. Milliman does not intend to benefit any third party recipient of work product, even when Milliman consents to the release of work product to such third party.

The American Academy of Actuaries requires its members to identify their qualifications in communications. Tia Goss Sawhney and Bruce Pyenson are actuaries employed by Milliman and meet the Academy's qualifications to issue this communication.

## EXHIBITS

### HOSPITAL INPATIENT CARE

#### Exhibit 1. Inpatient Discharges for Patients Residing in E-CT

Source: CT CHIME Data; does not include out-of-state discharges.

	Discharges			FY2014 - 2016	
	FY2014	FY2015	FY2016	Δ in %	CAGR
<b>Total Discharges</b>	<b>51,337</b>	<b>51,900</b>	<b>51,037</b>	<b>-0.6%</b>	<b>-0.3%</b>
% L+MH	26.0%	25.5%	24.9%	-4.0%	-2.0%
% Other E-CT Hospitals	41.0%	39.3%	37.4%	-8.8%	-4.5%
% E-CT Hospitals (incl. L+MH)	67.0%	64.8%	62.3%	-6.9%	-3.5%
% Non-E-CT Hospitals	33.0%	35.2%	37.7%	+14.1%	+6.8%
<b>Market Basket MS-DRGs</b>	<b>25,338</b>	<b>26,164</b>	<b>25,417</b>	<b>+0.3%</b>	<b>+0.2%</b>
% L+MH	29.8%	28.6%	27.2%	-8.5%	-4.4%
% Other E-CT Hospitals	42.8%	41.8%	40.7%	-4.9%	-2.5%
% E-CT Hospitals (incl. L+MH)	72.6%	70.4%	67.9%	-6.4%	-3.2%
% Non-E-CT Hospitals	27.4%	29.6%	32.1%	+16.9%	+8.1%
<b>Non-Market Basket MS-DRGs</b>	<b>25,999</b>	<b>25,736</b>	<b>25,620</b>	<b>-1.5%</b>	<b>-0.7%</b>
% L+MH	22.3%	22.3%	22.7%	+1.7%	+0.9%
% Other E-CT Hospitals	39.2%	36.8%	34.1%	-13.1%	-6.8%
% E-CT Hospitals (incl. L+MH)	61.5%	59.1%	56.8%	-7.7%	-3.9%
% Non-E-CT Hospitals	38.5%	40.9%	43.2%	+12.4%	+6.0%



**Exhibit 2A. Inpatient Market Basket MS-DRG Discharges by Payer for Patients Residing in E-CT**

Source: CT CHIME Data; does not include out-of-state discharges.

	Discharges			Distribution by Payer		
	FY2014	FY2015	FY2016	FY2014	FY2015	FY2016
<b>Total Market Basket MS-DRG Discharges</b>	<b>25,338</b>	<b>26,164</b>	<b>25,417</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
Medicare	9,827	10,525	10,069	38.8%	40.2%	39.6%
Medicaid	5,407	5,896	5,720	21.3%	22.5%	22.5%
Commercial	9,474	9,161	9,091	37.4%	35.0%	35.8%
<b>L+MH Market Basket MS-DRG Discharges</b>	<b>7,539</b>	<b>7,490</b>	<b>6,916</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
Medicare	2,991	3,061	2,698	39.7%	40.9%	39.0%
Medicaid	1,734	1,763	1,666	23.0%	23.5%	24.1%
Commercial	2,666	2,524	2,437	35.4%	33.7%	35.2%
<b>Other E-CT Market Basket MS-DRG Discharges</b>	<b>10,849</b>	<b>10,935</b>	<b>10,351</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
Medicare	4,687	5,031	4,693	43.2%	46.0%	45.3%
Medicaid	2,530	2,703	2,505	23.3%	24.7%	24.2%
Commercial	3,233	2,884	2,860	29.8%	26.4%	27.6%
<b>E-CT Market Basket MS-DRG Discharges</b>	<b>18,388</b>	<b>18,425</b>	<b>17,267</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
Medicare	7,678	8,092	7,391	41.8%	43.9%	42.8%
Medicaid	4,264	4,466	4,171	23.2%	24.2%	24.2%
Commercial	5,899	5,408	5,297	32.1%	29.4%	30.7%
<b>Non-E-CT Market Basket MS-DRG Discharges</b>	<b>6,950</b>	<b>7,739</b>	<b>8,150</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
Medicare	2,149	2,433	2,678	30.9%	31.4%	32.9%
Medicaid	1,143	1,430	1,549	16.4%	18.5%	19.0%
Commercial	3,575	3,753	3,794	51.4%	48.5%	46.6%

Note: Totals include Uninsured and Other payer (not shown).

**Exhibit 2B. Inpatient Market Basket MS-DRG Discharges by Payer for Patients Residing in E-CT**

Source: CT CHIME Data; does not include out-of-state discharges.

	Discharges					Distribution by Payer and Provider				
	FY2014	FY2015	FY2016	FY14-16 Δ in %	FY14-16 CAGR	FY2014	FY2015	FY2016	FY14-16 Δ in %	FY14-16 CAGR
<b>Total Market Basket MS-DRG Discharges</b>	<b>25,338</b>	<b>26,164</b>	<b>25,417</b>	<b>+0.3%</b>	<b>+0.2%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>-</b>	<b>-</b>
Medicare	9,827	10,525	10,069	+2.5%	+1.2%	38.8%	40.2%	39.6%	+2.1%	+1.1%
Medicaid	5,407	5,896	5,720	+5.8%	+2.9%	21.3%	22.5%	22.5%	+5.5%	+2.7%
Commercial	9,474	9,161	9,091	-4.0%	-2.0%	37.4%	35.0%	35.8%	-4.3%	-2.2%
<b>L+MH Market Basket MS-DRG Discharges</b>	<b>7,539</b>	<b>7,490</b>	<b>6,916</b>	<b>-8.3%</b>	<b>-4.2%</b>	<b>29.8%</b>	<b>28.6%</b>	<b>27.2%</b>	<b>-8.5%</b>	<b>-4.4%</b>
Medicare	2,991	3,061	2,698	-9.8%	-5.0%	11.8%	11.7%	10.6%	-10.1%	-5.2%
Medicaid	1,734	1,763	1,666	-3.9%	-2.0%	6.8%	6.7%	6.6%	-4.2%	-2.1%
Commercial	2,666	2,524	2,437	-8.6%	-4.4%	10.5%	9.6%	9.6%	-8.9%	-4.5%
<b>Other E-CT Market Basket MS-DRG Discharges</b>	<b>10,849</b>	<b>10,935</b>	<b>10,351</b>	<b>-4.6%</b>	<b>-2.3%</b>	<b>42.8%</b>	<b>41.8%</b>	<b>40.7%</b>	<b>-4.9%</b>	<b>-2.5%</b>
Medicare	4,687	5,031	4,693	+0.1%	+0.1%	18.5%	19.2%	18.5%	-0.2%	-0.1%
Medicaid	2,530	2,703	2,505	-1.0%	-0.5%	10.0%	10.3%	9.9%	-1.3%	-0.7%
Commercial	3,233	2,884	2,860	-11.5%	-5.9%	12.8%	11.0%	11.3%	-11.8%	-6.1%
<b>E-CT Market Basket MS-DRG Discharges</b>	<b>18,388</b>	<b>18,425</b>	<b>17,267</b>	<b>-6.1%</b>	<b>-3.1%</b>	<b>72.6%</b>	<b>70.4%</b>	<b>67.9%</b>	<b>-6.4%</b>	<b>-3.2%</b>
Medicare	7,678	8,092	7,391	-3.7%	-1.9%	30.3%	30.9%	29.1%	-4.0%	-2.0%
Medicaid	4,264	4,466	4,171	-2.2%	-1.1%	16.8%	17.1%	16.4%	-2.5%	-1.3%
Commercial	5,899	5,408	5,297	-10.2%	-5.2%	23.3%	20.7%	20.8%	-10.5%	-5.4%
<b>Non-E-CT Market Basket MS-DRG Discharges</b>	<b>6,950</b>	<b>7,739</b>	<b>8,150</b>	<b>+17.3%</b>	<b>+8.3%</b>	<b>27.4%</b>	<b>29.6%</b>	<b>32.1%</b>	<b>+16.9%</b>	<b>+8.1%</b>
Medicare	2,149	2,433	2,678	+24.6%	+11.6%	8.5%	9.3%	10.5%	+24.2%	+11.5%
Medicaid	1,143	1,430	1,549	+35.5%	+16.4%	4.5%	5.5%	6.1%	+35.1%	+16.2%
Commercial	3,575	3,753	3,794	+6.1%	+3.0%	14.1%	14.3%	14.9%	+5.8%	+2.9%

Note: Totals include Uninsured and Other payer (not shown).

**Exhibit 2C. Inpatient Behavioral Health MS-DRG Discharges by Payer for Patients Residing in E-CT**

Source: CT CHIME Data; does not include out-of-state discharges.

	Discharges					Distribution by Payer and Provider				
	FY2014	FY2015	FY2016	FY14-16 Δ in %	FY14-16 CAGR	FY2014	FY2015	FY2016	FY14-16 Δ in %	FY14-16 CAGR
<b>Total Market Basket MS-DRG Discharges</b>	<b>3,479</b>	<b>3,485</b>	<b>3,609</b>	<b>+3.7%</b>	<b>+1.9%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>-</b>	<b>-</b>
Medicare	858	839	835	-2.7%	-1.3%	24.7%	24.1%	23.1%	-6.2%	-3.1%
Medicaid	1,521	1,655	1,760	+15.7%	+7.6%	43.7%	47.5%	48.8%	+11.5%	+5.6%
Commercial	959	898	909	-5.2%	-2.6%	27.6%	25.8%	25.2%	-8.6%	-4.4%
<b>L+MH Market Basket MS-DRG Discharges</b>	<b>757</b>	<b>746</b>	<b>796</b>	<b>+5.2%</b>	<b>+2.5%</b>	<b>21.8%</b>	<b>21.4%</b>	<b>22.1%</b>	<b>+1.4%</b>	<b>+0.7%</b>
Medicare	204	174	186	-8.8%	-4.5%	5.9%	5.0%	5.2%	-12.1%	-6.2%
Medicaid	362	388	389	+7.5%	+3.7%	10.4%	11.1%	10.8%	+3.6%	+1.8%
Commercial	177	171	208	+17.5%	+8.4%	5.1%	4.9%	5.8%	+13.3%	+6.4%
<b>Other E-CT Market Basket MS-DRG Discharges</b>	<b>1,509</b>	<b>1,466</b>	<b>1,515</b>	<b>+0.4%</b>	<b>+0.2%</b>	<b>43.4%</b>	<b>42.1%</b>	<b>42.0%</b>	<b>-3.2%</b>	<b>-1.6%</b>
Medicare	428	419	389	-9.1%	-4.7%	12.3%	12.0%	10.8%	-12.4%	-6.4%
Medicaid	640	688	783	+22.3%	+10.6%	18.4%	19.7%	21.7%	+17.9%	+8.6%
Commercial	369	312	300	-18.7%	-9.8%	10.6%	9.0%	8.3%	-21.6%	-11.5%
<b>E-CT Market Basket MS-DRG Discharges</b>	<b>2,266</b>	<b>2,212</b>	<b>2,311</b>	<b>+2.0%</b>	<b>+1.0%</b>	<b>65.1%</b>	<b>63.5%</b>	<b>64.0%</b>	<b>-1.7%</b>	<b>-0.8%</b>
Medicare	632	593	575	-9.0%	-4.6%	18.2%	17.0%	15.9%	-12.3%	-6.3%
Medicaid	1,002	1,076	1,172	+17.0%	+8.2%	28.8%	30.9%	32.5%	+12.8%	+6.2%
Commercial	546	483	508	-7.0%	-3.5%	15.7%	13.9%	14.1%	-10.3%	-5.3%
<b>Non-E-CT Market Basket MS-DRG Discharges</b>	<b>1,213</b>	<b>1,273</b>	<b>1,298</b>	<b>+7.0%</b>	<b>+3.4%</b>	<b>34.9%</b>	<b>36.5%</b>	<b>36.0%</b>	<b>+3.2%</b>	<b>+1.6%</b>
Medicare	226	246	260	+15.0%	+7.3%	6.5%	7.1%	7.2%	+10.9%	+5.3%
Medicaid	519	579	588	+13.3%	+6.4%	14.9%	16.6%	16.3%	+9.2%	+4.5%
Commercial	413	415	401	-2.9%	-1.5%	11.9%	11.9%	11.1%	-6.4%	-3.3%

Note: Totals include Uninsured and Other payer (not shown).

**Exhibit 3. Case Mix per Inpatient Market Basket MS-DRG Discharge for Patients Residing in E-CT**

Source: Reports 165 and 185 filed with OHCA weighted across market basket hospitals and payers using CT CHIME E-CT patient market basket discharges; does not include out-of-state discharges.

	Case Mix per Discharge			FY2014 - 2016	
	FY2014	FY2015	FY2016	Δ in %	CAGR
<b>Total Market Basket MS-DRG Discharges</b>	<b>1.22</b>	<b>1.27</b>	<b>1.30</b>	<b>+6.6%</b>	<b>+3.3%</b>
Medicare	1.51	1.54	1.56	+3.3%	+1.6%
Medicaid	0.94	1.01	1.06	+12.6%	+6.1%
Commercial	1.09	1.15	1.18	+7.6%	+3.8%
<b>L+MH Market Basket MS-DRG Discharges</b>	<b>1.17</b>	<b>1.20</b>	<b>1.23</b>	<b>+5.7%</b>	<b>+2.8%</b>
Medicare	1.46	1.46	1.48	+1.2%	+0.6%
Medicaid	0.92	1.02	1.07	+15.4%	+7.4%
Commercial	1.00	1.02	1.08	+7.6%	+3.7%
<b>Other E-CT Market Basket MS-DRG Discharges</b>	<b>1.18</b>	<b>1.25</b>	<b>1.26</b>	<b>+7.0%</b>	<b>+3.4%</b>
Medicare	1.44	1.49	1.49	+3.0%	+1.5%
Medicaid	0.88	0.94	0.97	+10.0%	+4.9%
Commercial	1.05	1.14	1.16	+11.2%	+5.4%
<b>E-CT Market Basket MS-DRG Discharges</b>	<b>1.17</b>	<b>1.23</b>	<b>1.25</b>	<b>+6.5%</b>	<b>+3.2%</b>
Medicare	1.45	1.48	1.48	+2.3%	+1.2%
Medicaid	0.90	0.97	1.01	+12.2%	+5.9%
Commercial	1.03	1.08	1.12	+9.5%	+4.6%
<b>Non-E-CT Market Basket MS-DRG Discharges</b>	<b>1.35</b>	<b>1.38</b>	<b>1.42</b>	<b>+4.9%</b>	<b>+2.4%</b>
Medicare	1.73	1.73	1.77	+2.7%	+1.3%
Medicaid	1.11	1.12	1.21	+8.8%	+4.3%
Commercial	1.20	1.24	1.25	+3.9%	+1.9%

Note: Totals include Uninsured and Other payer (not shown); hospital inpatient Medicaid Modernization occurred in 2015.

**Exhibit 4A. Estimated Fee per Market Basket MS-DRG per CMAD for Patients Residing in E-CT**

Source: Reports 165 and 185 filed with OHCA weighted across market basket hospitals and payers using CT CHIME E-CT patient market basket discharges; does not include out-of-state discharges.

	Fee per CMAD			FY2014 - 2016	
	FY2014	FY2015	FY2016	Δ in %	CAGR
<b>Total Market Basket MS-DRG Discharges</b>	<b>\$8,858</b>	<b>\$8,640</b>	<b>\$8,751</b>	<b>-1.2%</b>	<b>-0.6%</b>
Medicare	\$8,411	\$7,849	\$7,717	-8.2%	-4.2%
Medicaid	\$5,524	\$5,200	\$5,359	-3.0%	-1.5%
Commercial	\$11,460	\$12,132	\$12,467	+8.8%	+4.3%
<b>L+MH Market Basket MS-DRG Discharges</b>	<b>\$8,281</b>	<b>\$7,961</b>	<b>\$8,210</b>	<b>-0.9%</b>	<b>-0.4%</b>
Medicare	\$8,088	\$7,475	\$7,755	-4.1%	-2.1%
Medicaid	\$4,925	\$4,878	\$5,067	+2.9%	+1.4%
Commercial	\$10,881	\$11,065	\$11,380	+4.6%	+2.3%
<b>Other E-CT Market Basket MS-DRG Discharges</b>	<b>\$8,151</b>	<b>\$7,760</b>	<b>\$7,788</b>	<b>-4.5%</b>	<b>-2.3%</b>
Medicare	\$8,155	\$7,547	\$7,368	-9.6%	-4.9%
Medicaid	\$5,489	\$4,819	\$4,896	-10.8%	-5.6%
Commercial	\$10,344	\$11,121	\$11,291	+9.1%	+4.5%
<b>E-CT Market Basket MS-DRG Discharges</b>	<b>\$8,204</b>	<b>\$7,840</b>	<b>\$7,955</b>	<b>-3.0%</b>	<b>-1.5%</b>
Medicare	\$8,129	\$7,520	\$7,509	-7.6%	-3.9%
Medicaid	\$5,253	\$4,843	\$4,968	-5.4%	-2.7%
Commercial	\$10,581	\$11,096	\$11,330	+7.1%	+3.5%
<b>Non-E-CT Market Basket MS-DRG Discharges</b>	<b>\$10,359</b>	<b>\$10,340</b>	<b>\$10,239</b>	<b>-1.2%</b>	<b>-0.6%</b>
Medicare	\$9,258	\$8,783	\$8,200	-11.4%	-5.9%
Medicaid	\$6,341	\$6,164	\$6,238	-1.6%	-0.8%
Commercial	\$12,695	\$13,434	\$13,891	+9.4%	+4.6%

Note: Totals include Uninsured and Other payer (not shown); hospital inpatient Medicaid Modernization occurred in 2015.

**Exhibit 4B. Estimated Fee per Market Basket MS-DRG per CMAD for Patients Residing in E-CT**

Source: Reports 165 and 185 filed with OHCA weighted across market basket hospitals and payers using CT CHIME E-CT patient market basket discharges; does not include out-of-state discharges.

	Fee per CMAD vs. All E-CT			Fee per CMAD vs. Total		
	FY2014	FY2015	FY2016	FY2014	FY2015	FY2016
<b>L+MH Market Basket MS-DRG Discharges</b>	<b>+100.9%</b>	<b>+101.5%</b>	<b>+103.2%</b>	<b>+93.5%</b>	<b>+92.1%</b>	<b>+93.8%</b>
Medicare	+99.5%	+99.4%	+103.3%	+96.2%	+95.2%	+100.5%
Medicaid	+93.8%	+100.7%	+102.0%	+89.2%	+93.8%	+94.5%
Commercial	+102.8%	+99.7%	+100.4%	+94.9%	+91.2%	+91.3%
<b>Other E-CT Market Basket MS-DRG Discharges</b>	<b>+99.4%</b>	<b>+99.0%</b>	<b>+97.9%</b>	<b>+92.0%</b>	<b>+89.8%</b>	<b>+89.0%</b>
Medicare	+100.3%	+100.4%	+98.1%	+97.0%	+96.2%	+95.5%
Medicaid	+104.5%	+99.5%	+98.5%	+99.4%	+92.7%	+91.4%
Commercial	+97.8%	+100.2%	+99.7%	+90.3%	+91.7%	+90.6%
<b>E-CT Market Basket MS-DRG Discharges</b>	<b>+100.0%</b>	<b>+100.0%</b>	<b>+100.0%</b>	<b>+92.6%</b>	<b>+90.7%</b>	<b>+90.9%</b>
Medicare	+100.0%	+100.0%	+100.0%	+96.6%	+95.8%	+97.3%
Medicaid	+100.0%	+100.0%	+100.0%	+95.1%	+93.1%	+92.7%
Commercial	+100.0%	+100.0%	+100.0%	+92.3%	+91.5%	+90.9%
<b>Non-E-CT Market Basket MS-DRG Discharges</b>	<b>+126.3%</b>	<b>+131.9%</b>	<b>+128.7%</b>	<b>+116.9%</b>	<b>+119.7%</b>	<b>+117.0%</b>
Medicare	+113.9%	+116.8%	+109.2%	+110.1%	+111.9%	+106.2%
Medicaid	+120.7%	+127.3%	+125.6%	+114.8%	+118.5%	+116.4%
Commercial	+120.0%	+121.1%	+122.6%	+110.8%	+110.7%	+111.4%

Note: Totals include Uninsured and Other payer (not shown); inpatient hospital Medicaid Modernization occurred in 2015.



**Exhibit 5A. Change in CT Medicaid Fees per Market Basket MS-DRG per CMAD**

Source: DSS Website, weighted across market basket hospitals using CT CHIME E-CT patient market basket discharges.

	FY16-CY18 Δ in %	FY16-CY18 CAGR
<b>Total Market</b>	<b>-9.2%</b>	<b>-4.2%</b>
L+MH	-12.8%	-5.9%
Other E-CT	-8.4%	-3.8%
E-CT	-10.4%	-4.8%
Non-E-CT	-6.8%	-3.1%

Notes: These are the combined changes of the January 1, 2017 fee change and the planned January 1, 2018 fee change.

**Exhibit 5B. Change in Medicare Fees per CMAD**

Source: CMS 2015, 2016, 2017, and 2018 IPPS Final Rule; Milliman Analysis.

	CY15-CY16 Δ in %	CY16-CY17 Δ in %	CY17-CY18 Δ in %	FY16-CY18 Δ in %	FY16-CY18 CAGR
<b>Total Market</b>	<b>-0.6%</b>	<b>+1.2%</b>	<b>+2.1%</b>	<b>+3.2%</b>	<b>+1.4%</b>
L+MH	+3.8%	+0.4%	-0.0%	+1.3%	+0.6%
Other E-CT	-2.2%	+1.0%	+5.9%	+6.4%	+2.8%
E-CT	+0.3%	+0.8%	+3.4%	+4.2%	+1.9%
Non-E-CT	-3.2%	+1.9%	-0.2%	+0.9%	+0.4%

## HOSPITAL OUTPATIENT CARE

### Exhibit 6. Distribution of Net Revenue for CT Hospitals by Service Line and Payer

Source: Report 165 filed with OHCA.

	FY2015 Net Revenue by Service Line			
	L+MH	Other E-CT	Total E-CT	Non-E-CT
<b>Net Revenue (%)</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
Inpatient	41.7%	38.5%	39.6%	57.2%
Outpatient	58.3%	61.5%	60.4%	42.8%

	FY2015 Net Revenue by Payer			
	L+MH	Other E-CT	Total E-CT	Non-E-CT
<b>Outpatient Net Revenue (%)</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
Medicare	26.3%	24.6%	25.2%	23.3%
Medicaid	11.8%	13.4%	12.9%	12.9%
Commercial	61.4%	61.3%	61.3%	62.6%

Note: Totals include Uninsured and Other payer (not shown)

### Exhibit 7. Hospital Outpatient Market Basket Services by Payer for Patients Residing in E-CT

Source: CT Medicaid OP FOIA request, Medicare 5% sample, and CHIME data; excludes out of state services

	FY2016 Distribution of Discharges by Payer			
	L + MH	Other E-CT	Non-E-CT	Total E-CT
<b>ED Visits - All<sup>1</sup></b>	<b>29.5%</b>	<b>58.5%</b>	<b>11.9%</b>	<b>88.1%</b>
Medicare	28.1%	61.2%	10.7%	89.3%
Medicaid	29.4%	62.5%	8.1%	91.9%
Commercial	30.5%	52.5%	17.0%	83.0%
<b>ED Visits - Behavioral Health<sup>1</sup></b>	<b>29.6%</b>	<b>58.9%</b>	<b>11.5%</b>	<b>88.5%</b>
Medicare	32.6%	60.8%	6.6%	93.4%
Medicaid	29.5%	60.1%	10.4%	89.6%
Commercial	27.6%	54.7%	17.7%	82.3%
<b>OP Surgeries<sup>1</sup></b>	<b>20.1%</b>	<b>44.3%</b>	<b>35.5%</b>	<b>64.5%</b>
Medicare	18.3%	46.2%	35.4%	64.6%
Medicaid	24.8%	45.9%	29.3%	70.7%
Commercial	20.0%	42.2%	37.9%	62.1%
<b>Market Basket Services<sup>2</sup></b>				
Medicare <sup>2</sup>	21.0%	53.9%	25.1%	74.9%
Medicaid <sup>2</sup>	21.6%	58.8%	19.5%	80.5%
Commercial	22.9%	77.1%		

Notes:

1) Calculated from CT CHIME data, 2) Medicare and Medicaid market basket services are calculated from their respective data sources, 2) commercial is estimated (by Milliman) using Medicare and Medicaid market basket data and CHIME data

**Exhibit 8. Medicaid APC Service Fee Changes**

Source: CMS OPPS fee schedules and Milliman analysis.

	Medicaid APC Service Fee Changes by Hospital			
	L+MH	Other E-CT	Non-E-CT	Total
<b>July 1, 2016</b>				
Minimum, any hospital		-0.9%	-32.1%	-32.1%
Maximum, any hospital		+23.0%	+6.9%	+23.0%
<b>Average</b>	<b>-11.0%</b>	<b>+10.0%</b>	<b>-6.2%</b>	<b>+1.4%</b>
<b>January 1, 2017</b>				
Minimum, any hospital		-1.2%	-1.3%	-1.3%
Maximum, any hospital		+2.3%	+2.3%	+2.3%
<b>Average</b>	<b>-1.2%</b>	<b>-0.2%</b>	<b>+2.0%</b>	<b>0.0%</b>

Note: average values are weighted across hospitals using estimated volume of market basket services for E-CT patients.

**Exhibit 9. Medicare APC Service Fee Changes by Calendar Year**

Source: Medicare 5% sample data and CMS wage tables.

Area	Fee Changes by Medicare Calendar Year		
	2016	2017	2018
L+MH	+3.8%	+1.1%	-0.2%
Other E-CT	-2.7%	+2.3%	+3.6%
Non-E-CT	-2.6%	+3.3%	-0.5%
Market Basket	-1.3%	+2.3%	+1.7%
<b>APC Base Fee</b>	<b>-0.6%</b>	<b>+1.7%</b>	<b>+0.5%</b>

Note: 2018 is based on the CMS corrected final rule for geographical assignments, wage indices, and an assumed +0.5% increase in the APC base fee.

## PHYSICIAN CARE

### Exhibit 10. Count and Distribution of LMMG Market Basket Services by Payer

Source: LMMG billing data for physician services provided in October 2014 - May 2016.

Payer	FY2015		FY2016*	
	Services	% of Total	Services	% of Total
<b>Total</b>	<b>230,182</b>	<b>100.0%</b>	<b>230,760</b>	<b>100.0%</b>
Medicare	100,361	43.6%	101,783	44.1%
Medicaid	31,947	13.9%	32,897	14.3%
Commercial	95,636	41.5%	94,119	40.8%
Other	2,238	1.0%	1,962	0.9%

Note: Due to an accounting system change, FY2016 is estimated from 8 months of data.

### Exhibit 11. Distribution of Market Basket Services for E-CT Patients with Medicaid and Medicare

Source: Medicare 5% sample, CT Medicaid FOIA Request, LMMG data.

Area	Distribution of Market Basket Services	
	CY2016	CY2014
	Medicaid	Medicare
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>
<b>Non-E-CT</b>	<b>32.2%</b>	<b>33.5%</b>
<b>Total E-CT</b>	<b>67.8%</b>	<b>66.5%</b>
LMMG	7.1%	12.0%
Other E-CT	60.7%	54.4%

### Exhibit 12. Medicare Fee Trend

Source: CMS Fee Schedules for 2015, 2016, and 2017 for market basket services, weighted using LMMG billing data for physician services provided in October 2014 - May 2016.

Year	Average Fee
CY 2015	\$77.59
CY 2016	\$77.31
CY 2017	\$77.37
<b>CY2015-CY2017 Trend</b>	<b>-0.3%</b>

Note: the average fee was weighted using LMMG's service mix.

## APPENDIX – REFERENCE TABLES

**Table 1. Summary of Inpatient Discharges  
By MS-DRG for Patients Residing in CT for FY2014-FY2015**

Source: CHIME, FY2014 and FY2015, IC9-CM Diagnosis and Procedure Codes were used in identification.

Order	MS-DRG	Description	ALL CHIME Inpatient Discharges	CT DOI Identified	
				Inpatient Discharges	% of ALL CHIME Inpatient Discharges
<b>Total</b>			<b>796,569</b>	<b>422,337</b>	<b>53.0%</b>
1	795	Normal newborn	47,772	38,821	81.3%
2	775	Vaginal delivery w/o complicating diagnoses	39,033	37,697	96.6%
3	470	Major joint replacement or reattachment of lower extremity w/o MCC	25,352	25,352	100.0%
4	766	Cesarean section w/o CC/MCC	15,509	15,509	100.0%
5	794	Neonate w other significant problems	16,491	12,351	74.9%
6	765	Cesarean section w CC/MCC	9,798	9,798	100.0%
7	871	Septicemia or severe sepsis w/o MV 96+ hours w MCC	22,408	8,831	39.4%
8	897	Alcohol/drug abuse or dependence w/o rehabilitation therapy w/o MCC	11,410	7,190	63.0%
9	392	Esophagitis, gastroent & misc digest disorders w/o MCC	16,848	7,074	42.0%
10	774	Vaginal delivery w complicating diagnoses	7,097	6,726	94.8%
11	291	Heart failure & shock w MCC	9,003	6,630	73.6%
12	189	Pulmonary edema & respiratory failure	6,289	6,148	97.8%
13	292	Heart failure & shock w CC	8,421	6,131	72.8%
14	378	G.I. hemorrhage w CC	7,580	5,339	70.4%
15	460	Spinal fusion except cervical w/o MCC	4,830	4,830	100.0%
16	247	Perc cardiovasc proc w drug-eluting stent w/o MCC	4,794	4,794	100.0%
17	190	Chronic obstructive pulmonary disease w MCC	5,775	4,274	74.0%
18	621	O.R. procedures for obesity w/o CC/MCC	4,068	4,068	100.0%
19	743	Uterine & adnexa proc for non-malignancy w/o CC/MCC	3,946	3,946	100.0%
20	330	Major small & large bowel procedures w CC	3,658	3,658	100.0%
21	481	Hip & femur procedures except major joint w CC	3,603	3,603	100.0%
22	310	Cardiac arrhythmia & conduction disorders w/o CC/MCC	4,802	3,428	71.4%
23	309	Cardiac arrhythmia & conduction disorders w CC	5,185	3,363	64.9%
24	287	Circulatory disorders except AMI, w card cath w/o MCC	3,807	3,305	86.8%
25	191	Chronic obstructive pulmonary disease w CC	5,282	3,241	61.4%
26	065	Intracranial Hemorrhage Or Cerebral Infarction w CC or TPA In 24 Hrs	4,705	3,217	68.4%
27	792	Prematurity w/o major problems	4,009	3,164	78.9%
28	945	Rehabilitation w CC/MCC	2,995	2,992	99.9%
29	208	Respiratory system diagnosis w ventilator support <96 hours	2,927	2,927	100.0%
30	853	Infectious & parasitic diseases w O.R. procedure w MCC	2,892	2,892	100.0%
31	847	Chemotherapy w/o acute leukemia as secondary diagnosis w CC	2,894	2,867	99.1%
32	812	Red blood cell disorders w/o MCC	5,401	2,640	48.9%
33	308	Cardiac arrhythmia & conduction disorders w MCC	3,233	2,624	81.2%

Order	MS-DRG	Description	ALL CHIME Inpatient Discharges	CT DOI Identified	
				Inpatient Discharges	% of ALL CHIME Inpatient Discharges
34	280	Acute myocardial infarction, discharged alive w MCC	2,884	2,624	91.0%
35	331	Major small & large bowel procedures w/o CC/MCC	2,608	2,608	100.0%
36	419	Laparoscopic cholecystectomy w/o c.d.e. w/o CC/MCC	2,607	2,607	100.0%
37	793	Full term neonate w major problems	3,654	2,600	71.2%
38	603	Cellulitis w/o MCC	11,065	2,560	23.1%
39	473	Cervical spinal fusion w/o CC/MCC	2,253	2,253	100.0%
40	494	Lower extrem & humer proc except hip,foot,femur w/o CC/MCC	2,248	2,248	100.0%
41	066	Intracranial hemorrhage or cerebral infarction w/o CC/MCC	2,942	2,125	72.2%
42	064	Intracranial hemorrhage or cerebral infarction w MCC	3,341	2,123	63.5%
43	377	G.I. hemorrhage w MCC	2,726	2,060	75.6%
44	329	Major small & large bowel procedures w MCC	1,961	1,961	100.0%
45	281	Acute myocardial infarction, discharged alive w CC	2,028	1,822	89.8%
46	192	Chronic obstructive pulmonary disease w/o CC/MCC	3,121	1,807	57.9%
47	872	Septicemia or severe sepsis w/o MV 96+ hours w/o MCC	8,894	1,803	20.3%
48	343	Appendectomy w/o complicated principal diag w/o CC/MCC	1,722	1,722	100.0%
49	253	Other vascular procedures w CC	1,712	1,712	100.0%
50	682	Renal failure w MCC	4,741	1,683	35.5%



**Table 2. Zip Code to County Mappings**

Source: YNH, verified by Milliman.

Zip Code	County	Zip Code	County
06249	New London, CT	06231	Tolland, CT
06254	New London, CT	06232	Tolland, CT
06320	New London, CT	06237	Tolland, CT
06330	New London, CT	06238	Tolland, CT
06333	New London, CT	06248	Tolland, CT
06334	New London, CT	06250	Tolland, CT
06335	New London, CT	06251	Tolland, CT
06336	New London, CT	06265	Tolland, CT
06338	New London, CT	06268	Tolland, CT
06339	New London, CT	06269	Tolland, CT
06340	New London, CT	06279	Tolland, CT
06349	New London, CT	06226	Windham, CT
06350	New London, CT	06230	Windham, CT
06351	New London, CT	06233	Windham, CT
06353	New London, CT	06234	Windham, CT
06355	New London, CT	06235	Windham, CT
06357	New London, CT	06239	Windham, CT
06359	New London, CT	06241	Windham, CT
06360	New London, CT	06242	Windham, CT
06365	New London, CT	06243	Windham, CT
06370	New London, CT	06244	Windham, CT
06371	New London, CT	06245	Windham, CT
06372	New London, CT	06246	Windham, CT
06375	New London, CT	06247	Windham, CT
06376	New London, CT	06255	Windham, CT
06378	New London, CT	06256	Windham, CT
06379	New London, CT	06258	Windham, CT
06380	New London, CT	06259	Windham, CT
06382	New London, CT	06260	Windham, CT
06383	New London, CT	06262	Windham, CT
06384	New London, CT	06263	Windham, CT
06385	New London, CT	06264	Windham, CT
06388	New London, CT	06266	Windham, CT
06389	New London, CT	06267	Windham, CT
06415	New London, CT	06277	Windham, CT
06420	New London, CT	06278	Windham, CT
06439	New London, CT	06280	Windham, CT
06474	New London, CT	06281	Windham, CT
06029	Tolland, CT	06282	Windham, CT
06043	Tolland, CT	06331	Windham, CT
06066	Tolland, CT	06332	Windham, CT
06071	Tolland, CT	06354	Windham, CT
06072	Tolland, CT	06373	Windham, CT
06075	Tolland, CT	06374	Windham, CT
06076	Tolland, CT	06377	Windham, CT
06077	Tolland, CT	06387	Windham, CT
06084	Tolland, CT		

**Table 3. Market Basket MS-DRG Discharges**  
**By Facility for Patients Residing in E-CT for FY2014-FY2015**  
 Source: CHIME, FY2014 and FY2015

Facility Name	Region	Hospital County	Market Basket MS-DRG Discharges
<b>Total Market Basket MS-DRG Discharges</b>			<b>51,837</b>
<b>Hospitals of Serving the Majority of E-CT Patients</b>			<b>51,502 / 99.4%</b>
Lawrence + Memorial Hospital	E-CT	New London, CT	15,029
The William W. Backus Hospital	E-CT	New London, CT	11,067
Hartford Hospital	Non-E-CT	Hartford, CT	4,106
Day Kimball Hospital	E-CT	Windham, CT	4,584
Saint Francis Hospital and Med. Center	Non-E-CT	Hartford, CT	3,215
Yale-New Haven Hospital	Non-E-CT	New Haven, CT	1,949
Windham Hospital	E-CT	Windham, CT	3,299
Manchester Memorial Hospital	Non-E-CT	Hartford, CT	3,369
Rockville General Hospital	E-CT	Tolland, CT	1,695
Middlesex Hospital	Non-E-CT	Middlesex, CT	1,250
Johnson Memorial Hospital	E-CT	Tolland, CT	1,139
Connecticut Children's Medical Center	Non-E-CT	Hartford, CT	403
John Dempsey Hospital	Non-E-CT	Hartford, CT	397
<b>Other CT Hospitals Serving E-CT Patients</b>			<b>335 / 0.6%</b>
The Hospital of Central Connecticut	Non-E-CT	Hartford, CT	117
St. Vincent's Medical Center	Non-E-CT	Fairfield, CT	47
Bridgeport Hospital	Non-E-CT	Fairfield, CT	22
MidState Medical Center	Non-E-CT	New Haven, CT	39
Norwalk Hospital	Non-E-CT	Fairfield, CT	12
Saint Mary's Hospital	Non-E-CT	New Haven, CT	20
Danbury Hospital	Non-E-CT	Fairfield, CT	18
Bristol Hospital	Non-E-CT	Hartford, CT	19
Milford Hospital	Non-E-CT	New Haven, CT	14
Waterbury Hospital	Non-E-CT	New Haven, CT	11
Stamford Hospital	Non-E-CT	Fairfield, CT	6
Griffin Hospital	Non-E-CT	New Haven, CT	8
Greenwich Hospital	Non-E-CT	Fairfield, CT	2

**Table 4A. CHIME Payer Mappings to Payer Categories**

Source: CHIME; Milliman categories

Payer Name in CHIME	Payer Category
Blue Cross	Commercial
Champus/Tricare	Commercial
Charter Oak	Other
Commercial Insur	Commercial
HMO	Commercial
Medicaid	Medicaid
Medicare	Medicare
Medicare Advantage	Medicare
No Charge	Other
Other	Other
Other Fed Prog	Other
PPO	Commercial
Self-Pay	Uninsured
Workers Comp	Commercial
<i>Blank</i>	Other

**Table 4B. Twelve Month Actual Filings from OHCA Payer Mappings to Payer Categories**

Source: Twelve Month Actual Filings from OHCA; Milliman categories

Payer Name in Report 165	Payer Category
Medicare Traditional	Medicare
Medicare Managed Care	Medicare
Medicaid	Medicaid
Medicaid Managed Care	Medicaid
Champus/Tricare	Commercial
Commercial Insurance	Commercial
Non-Government Managed Care	Commercial
Worker's Compensation	Commercial
Self-Pay/Uninsured	Uninsured
SAGA	Other
Other	Other

Payer Name in Report 185	Payer Category
Non-Government (Including Self Pay / Uninsured)	Commercial
Medicare	Medicare
Medical Assistance	N/A
Medicaid	Medicaid
Other Medical Assistance	Other
Champus / Tricare	Commercial
Uninsured (Included In Non-Government)	Uninsured
Non-Government (Excluding Self Pay / Uninsured)	Commercial

**Table 5. Market Basket APCs and HCPCS for Outpatient Services**

Source: Compiled from CT Department of Insurance (DOI) Top Outpatient Services Lists

Market Basket APCs for Outpatient Services		
2017	2016	2016 Name
5025	5025	Level 5 Type A ED Visits
5051	5051	Level 1 Skin Procedures
5052	5052	Level 2 Skin Procedures
5112	5112	Level 2 Closed Treatment Fracture and Related Services
5113	5113	Level 3 Closed Treatment Fracture and Related Services
5114	5123	Level 3 Musculoskeletal Procedures
5161	5161	Level 1 ENT Procedures
5163	5163	Level 3 ENT Procedures
5182	5182	Level 2 Vascular Procedures
5301	5301	Level 1 Upper GI Procedures
5311	5311	Level 1 Lower GI Procedures
5312	5312	Level 2 Lower GI Procedures
5361	5361	Level 1 Laparoscopy
5414	5414	Level 4 Gynecologic Procedures
5431	5431	Level 1 Nerve Procedures
5442	5442	Level 2 Nerve Injections
5443	5443	Level 3 Nerve Injections
5481	5481	Laser Eye Procedures
5491	5491	Level 1 Intraocular Procedures
5521	5521	Level 1 X-Ray and Related Services
5522	5522	Level 2 X-Ray and Related Services
5523	5523	Level 3 X-Ray and Related Services
5571	5571	Level 1 Computed Tomography with Contrast and Computed Tomography Angiography
5572	5572	Level 2 Computed Tomography with Contrast and Computed Tomography Angiography
5671	5671	Level 1 Pathology
5673	5673	Level 3 Pathology
5732	5732	Level 2 Minor Procedures
5733	5733	Level 3 Minor Procedures

Market Basket HCPCS for Outpatient Services			
2017	2017 Name	2016	2016 Name
G0202	Screening mammography, bilateral (2-view study of each breast), including computer-aided detection (CAD) when performed	G0202	Digital Mammography Screening
G0204	Diagnostic mammography, including computer-aided detection (CAD) when performed; bilateral	G0204	Diagnostic Mammogram, Digital, All Views , bilateral
G0206	Diagnostic mammography, including computer-aided detection (CAD) when performed; unilateral	G0206	Diagnostic Mammogram, Digital, All Views
77065	Diagnostic mammography, including computer-aided detection (CAD) when performed; unilateral	77051	Computer-Aided Diagnostic Mammography Add-On
77066	Diagnostic mammography, including computer-aided detection (CAD) when performed; bilateral	77052	Computer Screen Mammography Add-On
77067	Screening mammography, bilateral (2-view study of each breast), including computer-aided detection (CAD) when performed		

**Table 6. Market Basket HCPCS for Physician Services**

Source: Market basket was developed from LMMG billing data for physician services provided in June 2016.

HCPCS	Description
11042	Deb subq tissue 20 sq cm/<
36415	Routine venipuncture
81003	Urinalysis auto w/o scope
83036	Glycosylated hemoglobin test
85610	Prothrombin time
90471	Immunization admin
90833	Psytx pt&/fam w/e&m 30 min
93000	Electrocardiogram complete
93010	Electrocardiogram report
93306	Tte w/doppler complete
97597	Rmvl devital tis 20 cm/<
99183	Hyperbaric oxygen therapy
99202	Office/outpatient visit new
99203	Office/outpatient visit new
99204	Office/outpatient visit new
99205	Office/outpatient visit new
99211	Office/outpatient visit est
99212	Office/outpatient visit est
99213	Office/outpatient visit est
99214	Office/outpatient visit est
99215	Office/outpatient visit est
99232	Subsequent hospital care
99395	Prev visit est age 18-39
99396	Prev visit est age 40-64
G0439	PPPS, subseq visit

**Table 7. LMMG Billing Data Payer Mappings to Payer Categories**

Financial Class in LMMG Billing Data	Financial Class Description	Payer Category
AN	Aetna	Commercial
BA	Business Accounts	Commercial
BH	Behavioral Health	Commercial
BS	Blue Cross/Blue Shield	Commercial
CA	Collection Agency	Commercial
CB	Consolidated Billing	Commercial
CC	Connecticare	Commercial
CG	Cigna	Commercial
CH	Charity/Free Care	Other
CI	Commercial Insurance	Commercial
CP	Contracted Payor	Commercial
GA	Grant Billing	Commercial
GC	Grant Billing	Commercial
GR	Grant Billing	Commercial
HN	Health Net Of Ct	Commercial
LC	Liability Charity Care	Other
LI	Liability Insurance	Other
MA	Medicaid	Medicaid
MC	Medicare	Medicare
OC	Outside Collection Agency	Commercial
OX	Oxford Health Plans	Commercial
SI	Self Pay After Insurance	Other
SP	Self Pay	Other
TR	Tricare	Commercial
UH	United Healthcare	Commercial
WC	Workers Compensation	Other



**Table 8. LMMG Location Mappings to CMS Location Type**

Source: LMMG billing system.

Location Code	Facility Name	CMS Location Type Code	CMS Location Type Description
8U	Apple Rehab Clipper	31	Skilled Nursing Facility
8W	Apple Rehab Watch Hill	31	Skilled Nursing Facility
9P	Asc Pequot	24	Ambulatory Surgical Center
4B	Backus Hospital	21	Inpatient Hospital
8B	Bayview Health Care Center	32	Nursing Facility
8I	Bridebrook Rehab Center	32	Nursing Facility
8D	Bucks Hill Nursing And Rehabil	32	Nursing Facility
8N	Cheshire House	31	Skilled Nursing Facility
8F	Fairview Nursing Home	32	Nursing Facility
6S	L&M Op Sleep Ctr At Hilton	19	Unassigned
1C	L&M Physician Association	11	Office
7C	Lawrence & Memorial ER Crisis	23	Emergency Room - Hospital
4L	Lawrence & Memorial Hospital	21	Inpatient Hospital
5A	LM Physicians Westerly Bldg 46	11	Office
6W	LM Waterfall	19	Unassigned
7I	LMPA ER Cardiology Waterford	23	Emergency Room - Hospital
7Z	LMPA ER NL Medical Off Bldg	23	Emergency Room - Hospital
1E	LMPA General Surgery	11	Office
1G	LMPA Groton	11	Office
13	LMPA Infectious Disease	11	Office
4I	LMPA IP Cardiology Waterford	21	Inpatient Hospital
4Z	LMPA IP NL Medical Off Bldg	21	Inpatient Hospital
1Z	LMPA Mob	11	Office
12	LMPA Mystic	11	Office
1U	LMPA Neurosurgery	11	Office
1W	LMPA New London	11	Office
1J	LMPA New London Neuro & Ortho	11	Office
1N	LMPA Niantic	11	Office
1O	LMPA Old Lyme	11	Office
6H	LMPA Op Cariology Waterford	19	Unassigned
6T	LMPA Op NL Medical Off Bldg	19	Unassigned
1T	LMPA Physiatry	11	Office
1B	LMPA Physiatry Backus	11	Office
1D	LMPA Physiatry Day Kimball	11	Office
1H	LMPA Shaw General Surgery	11	Office
1P	LMPA Stonington	11	Office
1Q	LMPA Stonington Walkin	11	Office
5K	LMPA Wakefield	11	Office
1I	LMPA Waterford Crossroads	11	Office
5B	LMPA Westerly Morgan Bldg 45	11	Office
3J	Office Joslin New London	11	Office
8C	Paradigm Healthcare	31	Skilled Nursing Facility
8T	Paradigm Healthcare Waterbury	31	Skilled Nursing Facility
2H	Patient's Home CT	12	Home
2I	Patient's Home RI	12	Home
8P	Pendleton Health & Rehab Cntr	32	Nursing Facility
6P	Pequot Health Center	19	Unassigned
1F	Sound Medical Associates	11	Office
8V	Village Green Of Waterbury	31	Skilled Nursing Facility
8Z	Westerly Health Center	31	Skilled Nursing Facility

Location Code	Facility Name	CMS Location Type Code	CMS Location Type Description
7M	Westerly Hospital Emer Room	23	Emergency Room - Hospital
4M	Westerly Hospital Inpatient	21	Inpatient Hospital
6M	Westerly Hospital Outpatient	22	Outpatient Hospital
8Y	Westerly Nursing Home	31	Skilled Nursing Facility
6Y	Yale New Haven Outpatient	22	Outpatient Hospital

## User, OHCA

---

**From:** Cotto, Carmen  
**Sent:** Monday, December 04, 2017 4:08 PM  
**To:** Jeryl.Topalian@YNHH.ORG  
**Cc:** User, OHCA; Roberts, Karen; Capozzalo, Gayle (Gayle.Capozzalo@ynhh.org)  
**Subject:** FW: Docket Number 15-32032-CON and Docket Number 15-32033-CON

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Good afternoon Jeryl,

In reference to the documents listed on your email below dated November 30, 2017, please also provide us with the same documents in Excel format, as applicable. In particular, those related to capital commitment investment, cost savings and quarterly financial measures.

As you might already know, Excel format makes it easier to filter and analyzed data. It will be very helpful to us to receive them in this format.

Thank you in advance for your assistance.  
Carmen

Carmen Cotto, MBA  
Associate Health Care Analyst  
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410 Capitol Avenue, MS#13HCA, P.O. Box 340308, Hartford, CT 06134  
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---

**From:** Topalian, Jeryl [<mailto:Jeryl.Topalian@YNHH.ORG>]  
**Sent:** Thursday, November 30, 2017 2:14 PM  
**To:** User, OHCA <[OHCA@ct.gov](mailto:OHCA@ct.gov)>  
**Cc:** Capozzalo, Gayle <[Gayle.Capozzalo@ynhh.org](mailto:Gayle.Capozzalo@ynhh.org)>; Green, Patrick <[Patrick.Green@LMHOSP.ORG](mailto:Patrick.Green@LMHOSP.ORG)>; Petrini, Vincent <[Vincent.Petrini@ynhh.org](mailto:Vincent.Petrini@ynhh.org)>; Tammaro, Vincent <[Vincent.Tammaro@ynhh.org](mailto:Vincent.Tammaro@ynhh.org)>; 'ynhhscohcmonitor@deloitte.com' <[ynhhscohcmonitor@deloitte.com](mailto:ynhhscohcmonitor@deloitte.com)>; Willcox, Jennifer <[Jennifer.Willcox@ynhh.org](mailto:Jennifer.Willcox@ynhh.org)>; Perrone, Brett <[Brett.Perrone@ynhh.org](mailto:Brett.Perrone@ynhh.org)>  
**Subject:** Docket Number 15-32032-CON and Docket Number 15-32033-CON

Attached please find documents submitted to comply with Conditions of Docket #15-32033-CON: “Transfer of Ownership of Lawrence + Memorial Corporation to Yale New Haven Health Services Corporation” and Docket #15-

32032-CON: “Transfer of Ownership of Group Practice by the Merger of L+M Physician Association into Northeast Medical Group” for the 6-month reporting period ending September 30, 2017.

The compliance documents attached address the following Conditions for Docket #15-32033-CON and Docket #15-32032-CON as noted:

- Condition 6 – Top Most Frequent MSDRG-and CPT Codes for LM+H
- Conditions 7/19a/32b – Investments Report
- Condition 8 – Financial Measurement Report
- Condition 10 – Revision to Charity Care Policy
- Condition 11 and 12 – Annual Community Benefit Report and Cultural and Linguistically Appropriate Services Report
- Conditions 17/33b/33d – Community Meetings and Public Forums Report
- Conditions 25, 32f (i and ii) (or 7c of Docket #15-32032-CON) – Savings Report
- Condition 32f (iii and iv) (or 7c of Docket #15-32032-CON) – Financial Statements
- Conditions 20a/32c (or 1/7a of Docket #15-32032-CON) – Affirmation regarding Payer Contracts – Hospital
- Condition 32e – Affirmation regarding Charity Care Policies
- Conditions 18/32a – Affirmation regarding retention of Services
- Conditions 24/32d (or 5/7b of Docket #15-32032-CON) – Affirmation regarding Physician Offices
- Conditions 27, 28, 29, 30, 32g (or 6 of Docket #15-32032-CON) – Affirmations regarding HR policies

If you have any questions, please feel free to contact me.

Regards,  
Jeryl

**Jeryl Topalian**  
**Director Strategy & Regulatory Planning**  
Strategy and Regulatory Planning & Reporting  
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**YaleNewHavenHealth**

This message originates from the Yale New Haven Health System. The information contained in this message may be privileged and confidential. If you are the intended recipient you must maintain this message in a secure and confidential manner. If you are not the intended recipient, please notify the sender immediately and destroy this message. Thank you.

## User, OHCA

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**From:** Topalian, Jeryl <Jeryl.Topalian@YNHH.ORG>  
**Sent:** Wednesday, December 06, 2017 9:48 AM  
**To:** Cotto, Carmen  
**Cc:** User, OHCA; Roberts, Karen; Capozzalo, Gayle; Perrone, Brett; Lipka, Susan; Willcox, Jennifer  
**Subject:** RE: Docket Number 15-32032-CON and Docket Number 15-32033-CON  
**Attachments:** Condition 8 - Financial Measurements\_Indicators\_Distribution\_11-30-2017.xlsx; Financial Statements\_distribution\_11-30-17.xlsx; NOVEMBER OHCA SUBMISSION\_INVESTMENTS\_distribution\_11-30-17.xlsx; NOVEMBER OHCA SUBMISSION\_SYNERGY SAVINGS\_Distribution\_11-30-17.xlsx

Hi Carmen –

Attached please find the excel formats of the financial reports submitted as part of the November 30, 2017 filing in reference to DN 15-32032-CON and 15-32033-CON.

Please contact me if you have any questions.

Thank you,

Jeryl

**Jeryl Topalian, Director Strategy & Regulatory Planning**

Strategy and Regulatory Planning & Reporting

Office: 203-688-5721

Cell: 203-215-7872

Email: [Jeryl.Topalian@ynhh.org](mailto:Jeryl.Topalian@ynhh.org)

**YaleNewHavenHealth**

---

**From:** Cotto, Carmen [mailto:Carmen.Cotto@ct.gov]  
**Sent:** Monday, December 04, 2017 4:08 PM  
**To:** Topalian, Jeryl <Jeryl.Topalian@YNHH.ORG>  
**Cc:** User, OHCA <OHCA@ct.gov>; Roberts, Karen <Karen.Roberts@ct.gov>; Capozzalo, Gayle <Gayle.Capozzalo@ynhh.org>  
**Subject:** FW: Docket Number 15-32032-CON and Docket Number 15-32033-CON

Good afternoon Jeryl,

In reference to the documents listed on your email below dated November 30, 2017, please also provide us with the same documents in Excel format, as applicable. In particular, those related to capital commitment investment, cost savings and quarterly financial measures.

As you might already know, Excel format makes it easier to filter and analyzed data. It will be very helpful to us to receive them in this format.

Thank you in advance for your assistance.

Carmen

Carmen Cotto, MBA

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**Sent:** Thursday, November 30, 2017 2:14 PM  
**To:** User, OHCA <[OHCA@ct.gov](mailto:OHCA@ct.gov)>  
**Cc:** Capozzalo, Gayle <[Gayle.Capozzalo@ynhh.org](mailto:Gayle.Capozzalo@ynhh.org)>; Green, Patrick <[Patrick.Green@LMHOSP.ORG](mailto:Patrick.Green@LMHOSP.ORG)>; Petrini, Vincent <[Vincent.Petrini@ynhh.org](mailto:Vincent.Petrini@ynhh.org)>; Tammaro, Vincent <[Vincent.Tammaro@ynhh.org](mailto:Vincent.Tammaro@ynhh.org)>; 'ynhhscohcmonitor@deloitte.com' <[ynhhscohcmonitor@deloitte.com](mailto:ynhhscohcmonitor@deloitte.com)>; Willcox, Jennifer <[Jennifer.Willcox@ynhh.org](mailto:Jennifer.Willcox@ynhh.org)>; Perrone, Brett <[Brett.Perrone@ynhh.org](mailto:Brett.Perrone@ynhh.org)>  
**Subject:** Docket Number 15-32032-CON and Docket Number 15-32033-CON

Attached please find documents submitted to comply with Conditions of Docket #15-32033-CON: “Transfer of Ownership of Lawrence + Memorial Corporation to Yale New Haven Health Services Corporation” and Docket #15-32032-CON: “Transfer of Ownership of Group Practice by the Merger of L+M Physician Association into Northeast Medical Group” for the 6-month reporting period ending September 30, 2017.

The compliance documents attached address the following Conditions for Docket #15-32033-CON and Docket #15-32032-CON as noted:

- Condition 6 – Top Most Frequent MSDRG-and CPT Codes for LM+H
- Conditions 7/19a/32b – Investments Report
- Condition 8 – Financial Measurement Report
- Condition 10 – Revision to Charity Care Policy
- Condition 11 and 12 – Annual Community Benefit Report and Cultural and Linguistically Appropriate Services Report
- Conditions 17/33b/33d – Community Meetings and Public Forums Report
- Conditions 25, 32f (i and ii) (or 7c of Docket #15-32032-CON) – Savings Report
- Condition 32f (iii and iv) (or 7c of Docket #15-32032-CON) – Financial Statements
- Conditions 20a/32c (or 1/7a of Docket #15-32032-CON) – Affirmation regarding Payer Contracts – Hospital
- Condition 32e – Affirmation regarding Charity Care Policies
- Conditions 18/32a – Affirmation regarding retention of Services
- Conditions 24/32d (or 5/7b of Docket #15-32032-CON) – Affirmation regarding Physician Offices
- Conditions 27, 28, 29, 30, 32g (or 6 of Docket #15-32032-CON) – Affirmations regarding HR policies

If you have any questions, please feel free to contact me.

Regards,  
Jeryl

**Jeryl Topalian**



**Director Strategy & Regulatory Planning**  
Strategy and Regulatory Planning & Reporting  
Office: 203-688-5721  
Cell: 203-215-7872  
Email: [Jeryl.Topalian@ynhh.org](mailto:Jeryl.Topalian@ynhh.org)

**YaleNewHavenHealth**

This message originates from the Yale New Haven Health System. The information contained in this message may be privileged and confidential. If you are the intended recipient you must maintain this message in a secure and confidential manner. If you are not the intended recipient, please notify the sender immediately and destroy this message. Thank you.

## FINANCIAL MEASUREMENTS/INDICATORS REPORT FOR LAWRENCE+MEMORIAL HOSPITAL \*

Docket # 15-32033-CON: Condition 8

Financial Measurement / Indicators	Month Ended 9/30/17	12 Months Ended 9/30/17	12 Months Ended 9/30/16
<b>A. Operating Performance</b>			
1. Operating Margin	-3.11%	1.36%	-0.38%
2. Non-Operating Margin	1.54%	2.06%	0.53%
3. Total Margin	-1.57%	3.42%	0.14%
<b>B. Liquidity</b>			
1. Current Ratio	2.18	2.18	2.40
2. Days Cash on Hand	141	153	141
3. Days in Net Accounts Receivable	44.20	32.60	41.20
4. Average Payment Period	124.9	108.7	129.9
<b>C. Leverage and Capital Structure</b>			
1. Long-term Debt to Equity	56.87%	56.87%	89.96%
2. Long-term Debt to Capitalization	40.15%	40.15%	54.08%
3. Unrestricted Cash to Debt	86.51%	86.51%	92.05%
4. Times Interest Earned Ratio	(0.5)	4.5	0.6
5. Debt Service Coverage Ratio	4.97	4.97	4.30
6. Equity Financing Ratio	43.50%	43.50%	31.96%
<b>D. Additional Statistics</b>			
1. Income from Operations	\$ (786,538)	\$ 4,563,725	\$ (1,325,236)
2. Revenue Over/(Under) Expense	\$ (396,519)	\$ 11,490,595	\$ 495,562
3. Cash from Operations	N/A**	\$ 8,140,152	\$ (9,256,615)
4. Cash and Cash Equivalents	\$ 87,775,485	\$ 87,775,485	\$ 92,696,969
5. Net Working Capital	\$ 71,265,829	\$ 71,265,829	\$ 85,639,707
6. Free Cash Flow (and the elements used in the calculation)	N/A**	\$ (10,259,848)	\$ (24,666,161)
7. Unrestricted Net Assets/Retained Earnings	84.79%	84.79%	76.37%
8. Bad Debt as % of Gross Revenue	5.67%	4.21%	3.79%
9. Credit Ratings (S&P, Fitch or Moody's)	S&P A+/Stable	S&P A+/Stable	S&P BBB+/Developing

This data has been derived from internally generated (unaudited) financial statements that are prepared and presented, in all material aspects, in accordance with the annual audited financial statements.

\* The statistics presented above represent data for Lawrence+Memorial Hospital only.

\*\* Current month Cash from Operations and Free Cash Flow are not statistics that can be calculated.

Reporting periods: 10/1/16-3/31/17; 4/1/17-9/30/17; 10/1/17-3/31/18; 4/1/18-9/30/18; 10/1/18-3/31/19; 4/1/19-9/30/19

Report due to OHCA 5/31 and 11/30 each year. Due internally to Regulatory 30 days before.

DETAILED Strategic Plan Accomplishments and Resource Investment Narrative: Docket # 15-32033-CON, Condition 7/32b

Semi-Annual Reporting Period: 4/1/17-9/30/17 and Full Fiscal Year 2017

NAME OF PROJECT	DESCRIPTION OF AND RATIONALE FOR PROJECT	EXPENDITURE AMOUNT (Total - All Sites)		ROLLOUT OF EXPENSES				Semi-Annual Reporting Period: 4/1/17 - 9/30/17			Full FY 2017 Reporting Period: 10/1/16 - 9/30/17		
		4/1/17-9/30/17	10/1/16-9/30/17	Est. Beg. Date	Est. End Date	Est. Startup Date	EXPECTED FUNDING SOURCE*	L+MH	Westerly	LMMG	L+MH	Westerly	LMMG
<b>Primary Care Clinical Services</b>													
Family Medicine and Internal Medicine Recruitment	Recruitments in Family Practice and Internal Medicine to increase access to these services in the L+M service area were made during the second half of the fiscal year.	\$242,726	\$242,726	04/01/17	09/30/17	n/a	L+M Baseline Cash Flow	-	-	\$242,726	-	-	\$ 242,726
<b>Specialty Clinical Services</b>													
Specialty Services Access	Recruitments within neurosurgery, oncology, vascular, cardiology and psychiatry were made to increase access to these services in the L+M service area. Additions in endocrinology, general surgery, and obstetrics/midwifery were also made to replenish the medical staff.	\$1,743,767	\$3,369,454	10/01/16	09/30/17	n/a	YNHHS or L+M Baseline Cash Flow	\$1,137,572	-	\$606,195	\$2,388,518	-	\$980,937
<b>Ambulatory Services</b>													
Ambulatory Services	Several projects (including Outpatient Diagnostics, Urgent Care, and the Sleep Center, to name a few ) are currently in the planning phase/pipeline. The expectation is that they will be initiated in the next fiscal year.	n/a	n/a										
<b>Post Acute Services</b>													
VNA and Other Post Acute Services	Planning around VNA Services are in process and expected to be initiated in the next fiscal year. Discussions about other post acute services are under way as well.	n/a	n/a										
<b>Infrastructure within LMHC Facilities</b>													
Investments in Infrastructure	Prior to the affiliation with YNHHS, L+MH and Westerly Hospitals (WH) were under growing financial pressure, and capital spending during that time was severely limited. Following the affiliation, significant catch-up was required to replenish aging and end-of-life equipment as well as perform necessary facility renovations. Capital expenditures for infrastructure during the time of the reporting period were made for new beds, repairs to parking garage, rebuild of elevators, security systems, and HVAC systems. In addition, the LMMG General Surgery practice was relocated to the L+MH main campus to enhance availability and improve timeliness of services for patients and physicians.	\$4,562,218	\$6,523,652	10/01/16	09/30/17	n/a	L+M Baseline Cash Flow	\$3,444,419	\$758,744	\$359,055	\$4,094,876	\$1,845,593	\$583,183

DETAILED Strategic Plan Accomplishments and Resource Investment Narrative: Docket # 15-32033-CON, Condition 7/32b

Semi-Annual Reporting Period: 4/1/17-9/30/17 and Full Fiscal Year 2017

NAME OF PROJECT	DESCRIPTION OF AND RATIONALE FOR PROJECT	EXPENDITURE AMOUNT (Total - All Sites)		ROLLOUT OF EXPENSES				Semi-Annual Reporting Period: 4/1/17 - 9/30/17			Full FY 2017 Reporting Period: 10/1/16 - 9/30/17		
		4/1/17-9/30/17	10/1/16-9/30/17	Est. Beg. Date	Est. End Date	Est. Startup Date	EXPECTED FUNDING SOURCE*	L+MH	Westerly	LMMG	L+MH	Westerly	LMMG
<b>Information Technology</b>													
Epic System - Build and Installation	Capital investment related to the development and build of the Epic EMR system that went live at L+M and WH on 1/20/17 included software licenses; customization and development of interfaces to ensure integration with other 3rd party software; training time (prior to go-live) for clinicians and other personnel on using the new system; support during the actual go-live from Epic consultants; and hardware, including new servers. Replacing the older EMR systems and moving to the fully-integrated Epic system, had the advantage of improving quality of care by providing best practice protocols and enhancing patient engagement via patient portals, "MyChart", and other patient and physician-friendly features. By moving to Epic as part of a large System, L+M was able to mitigate risk by relying on the invaluable experience and expertise that YNHHS brought to the installation.	\$3,235,507	\$14,043,985	10/01/16	09/30/17	n/a	YNHHS or L+M Baseline Cash Flow	\$2,647,611	\$587,896	\$0	\$12,045,814	\$1,993,353	\$4,818
Infor (ERP) Project	Investments were made at L+M for development, customization and installation of a new ERP (Enterprise Resource Planning) system to replace its legacy system. Incorporating Supply Chain, General Finance, and Human Resources functions within a single system (that also includes budgeting, decision support, and management reporting) is fundamental to effectively running the business. YNHHS has a long track record of leading the industry in these areas by innovatively leveraging these reporting capabilities to drive quality, patient engagement and physician efficiencies. While L+M is still in the building stages, progress toward full integration across the system is underway and remains a key corporate objective.	\$392,095	\$747,744	10/01/16	09/30/17	n/a	YNHHS	\$326,384	\$65,711	-	\$622,431	\$125,314	-
Other Information Technology Projects	Capital investments for other IT projects at L+M included Access Control Plan Implementation; Laboratory EMR Results Interfaces; and RIS/PACS Implementation, among other items. These systems - specifically integrating critical patient tests, imaging, and other diagnostics with the broader medical record system - were on the front line of improving access, optimizing care delivery, and coordinating patient care across the continuum.	\$2,311,409	\$2,651,119	10/01/16	09/30/17	n/a	L+M Baseline Cash Flow	\$2,230,635	\$64,904	\$15,870	\$2,446,720	\$168,963	\$35,436
<b>Population Health</b>													
Population Health Initiatives **	As a result of the affiliation, L+M is able to move forward and participate in the YNHHS Population Health infrastructure and clinically integrated network. As part of the system, L+M will be able to utilize YNHHS resources and will avoid an estimated \$10 million in operating/capital cost. \$10 million (\$2 million per year over the course of 5 years) was identified in the CON as the investment associated with population health infrastructure.	\$1,750,696	\$2,000,000	10/01/16	09/30/17	n/a	YNHHS	\$1,438,851	\$311,846	-	\$1,643,747	\$356,254	-

DETAILED Strategic Plan Accomplishments and Resource Investment Narrative: Docket # 15-32033-CON, Condition 7/32b

Semi-Annual Reporting Period: 4/1/17-9/30/17 and Full Fiscal Year 2017

NAME OF PROJECT	DESCRIPTION OF AND RATIONALE FOR PROJECT	EXPENDITURE AMOUNT (Total - All Sites)		ROLLOUT OF EXPENSES				Semi-Annual Reporting Period: 4/1/17 - 9/30/17			Full FY 2017 Reporting Period: 10/1/16 - 9/30/17		
		4/1/17-9/30/17	10/1/16-9/30/17	Est. Beg. Date	Est. End Date	Est. Startup Date	EXPECTED FUNDING SOURCE*	L+MH	Westerly	LMMG	L+MH	Westerly	LMMG
<b>Branding</b>													
Advertising, Signage, Website	Investments were made in converting existing external and internal signage throughout L+M to formally recognize the affiliation and rebrand all facilities and services as Yale New Haven Health. A considerable investment was made in the website design to better connect patients across the system and improve communication regarding services, physicians and locations. Advertising the affiliation through print, digital, and radio ads has enhanced communication to patients and physicians regarding the health care resources available in the region.	\$1,338,705	\$2,163,307	03/31/17	09/30/17	n/a	YNHHS	\$900,562	\$438,142	-	\$1,312,864	\$850,444	-
<b>Operational Improvements</b>													
Corporate Services Support ***	Significant resources have been provided to L+M by YNHHS Corporate services departments (i.e., Internal Consulting Group, IT, Finance, etc.) over the past 6 months. As an integral part of the underlying value of the affiliation, Corporate Services personnel continue to assist L+M in identifying synergies, achieving savings, standardizing methodologies, introducing procedures, implementing Epic and other IT systems, and generally integrating L+M into the System.	\$5,855,994	\$8,935,503	01/01/17	09/30/17	n/a	YNHHS	\$4,812,886	\$1,043,108	-	\$7,343,853	\$1,591,650	-
Clinical Technology Investments	Investments in clinical technology were made at L+M to drive operational improvements including new diagnostic equipment (Tomosynthesis) for early breast cancer detection; state-of-the-art pharmacy at the L+M Cancer Center to adhere to regulatory requirements and enhance patient safety; new equipment on inpatient units to assure patient care quality; and other improvements in structures and processes to effectively provide high-quality, safe patient care.	\$2,225,297	\$6,605,009	01/01/17	09/30/17	n/a	L+M Baseline Cash Flow	\$1,542,889	\$682,408	-	\$4,445,384	\$2,159,625	-

**DETAILED Strategic Plan Accomplishments and Resource Investment Narrative: Docket # 15-32033-CON, Condition 7/32b**

**Semi-Annual Reporting Period: 4/1/17-9/30/17 and Full Fiscal Year 2017**

NAME OF PROJECT	DESCRIPTION OF AND RATIONALE FOR PROJECT	EXPENDITURE AMOUNT (Total - All Sites)		ROLLOUT OF EXPENSES				Semi-Annual Reporting Period: 4/1/17 - 9/30/17			Full FY 2017 Reporting Period: 10/1/16 - 9/30/17		
		4/1/17-9/30/17	10/1/16-9/30/17	Est. Beg. Date	Est. End Date	Est. Startup Date	EXPECTED FUNDING SOURCE*	L+MH	Westerly	LMMG	L+MH	Westerly	LMMG
<b>Community Need / Community Building</b>													
Support for Physical Improvements and Housing	Community involvement and financial support for partner organizations' physical improvement and housing related activities. Partner organizations include Community Speak Out, the Homeless Hospitality Center, and the Jewish Federation. Includes support for transitional and shelter housing, sober house certification training, air conditioners for vulnerable residents, and other support. L+M Hospital is increasingly aware of how social determinants impact the health of individuals and communities. A person's health and chances of becoming sick and dying early are greatly influenced by powerful social factors such as education, income, nutrition, housing and neighborhoods. During Fiscal Year 2017, L+M Hospital invested in community building efforts that promote thriving and healthy communities in our region.	\$6,302	\$11,200	2/17/17	n/a	n/a	L+M Baseline Cash Flow	\$6,302	-	-	\$11,200	-	-
Social Determinants of Health	Community involvement and support for partner organizations' work to address social determinants of health not specific to the other categories. Includes support for education, youth development and neighborhood development strategies in distressed New London neighborhoods. The rationale for these investments is to address the health needs identified by the most recent CHNA and 2016 Community Health Improvement Plan (CHIP), including social determinants of health.	\$46,055	\$96,055	2/17/17	n/a	n/a	L+M Baseline Cash Flow	\$46,055	-	-	\$96,055	-	-
Support for Economic Development	Community involvement and financial support for partner organizations' economic development activities. Economic development supports a regional infrastructure that includes sufficient employment opportunities providing a living wage. In addition to income, such employment provides healthcare, retirement and other benefits. Being under- or unemployed is strongly correlated with poor health outcomes.	\$15,080	\$15,080	3/27/17	n/a	n/a	L+M Baseline Cash Flow	\$15,080	-	-	\$15,080	-	-
		<b>\$23,725,851</b>	<b>\$47,404,835</b>					<b>\$18,549,246</b>	<b>\$3,952,759</b>	<b>\$1,223,846</b>	<b>\$36,466,541</b>	<b>\$9,091,195</b>	<b>\$1,847,099</b>

**SIGNATURE:** \_\_\_\_\_  
**Vincent Tamaro, Exec VP & Chief Financial Officer, YNHHS and Chief Financial Officer, YNH**

**SIGNATURE:** \_\_\_\_\_  
**Patrick Green, President and**

\* Financial information is based on unaudited financial statements.

\*\* Population Health: Methodology to quantify investment changed from prior submission. Previously based on % staff time in Population Health cost centers; now based on \$10 million avoided cost identified in the CON (see project description).

\*\*\* Corporate Service Support: based on % staff time estimated by HSC department directors multiplied by departmental expense.

Any changes that may have affected results previously reported (period 10/1/16-3/31/17) are incorporated into the full year results. Such changes may have been due either to changes in methodology (e.g. Population Health) or updates to financial information received after submission of previous report.

Detailed narrative due to OHCA with summary page semi-annually 60 days following 3/31/17; 9/30/17; 3/31/18; 9/30/18; 3/31/19; 9/30/19 (3 years) and annually until end of FY 2021 (9/30/21)

Due internally to Regulatory 30 days prior to OHCA due date.



**Lawrence+Memorial Physician Association, Inc. \***

**Statement of Cash Flows**

**For the Twelve Months Ended  
September 30, 2017**

**Cash flows from operating activities**

Change in net assets	\$	(9,075,893)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation & amortization		561,856
Provision for bad debts		266,238
Changes in operating accounts:		
Patient Accounts Receivable, Net		(845,999)
Other receivables		(951,071)
Prepaid expenses		15,322
Accounts Payable		1,328,908
Accrued vacation & sick pay		(1,418,915)
Salaries, wages, payroll taxes		(607,701)
Due to affiliates		4,990,813
Other liabilities		(1,869,906)
Net cash used in operating activities		<b>(7,606,348)</b>

**Cash flows from investing activities**

Purchase of property, plant and equipment, net		(2,683,711)
Net cash used in investing activities		<b>(2,683,711)</b>

**Cash flows from financing activities:**

Net asset transfer from LMH		9,790,918
Net decrease in cash and cash equivalents		(499,141)
Cash at beginning of year		449,139
Cash at end of year	\$	<b>(50,002)</b>

\* The statistics presented above represent data for Lawrence+Memorial Physician Association, Inc. (LMPA) only. On April 1, 2017, LMPA was dissolved and its operations merged into Northeast Medical Group.

This data has been derived from internally generated (unaudited) financial statements that are prepared and presented, in all material aspects, in accordance with the annual audited financial statements.

## Lawrence + Memorial Healthcare (including L+M Hospital and LMMG)

### Synergy Savings Report and Summary

Docket #15-32033-CON: Condition 25, 32f(i), and 32f(ii) and Docket #15-32032: Condition 7c

**Semi-Annual Reporting Period: 4/1/17-9/30/17 and Full Fiscal Year 2017**

Categories	Semi-Annual Reporting Period: 4/1/17-9/30/17			Fiscal Year 2017: 10/1/16-9/30/17		
	Projected Savings	Actual Savings	Variance	Projected Savings	Actual Savings	Variance
Wages	\$800,700	\$3,390,908	\$2,590,208	\$1,601,400	\$4,494,042	\$2,892,641
Fringe Benefits	\$141,840	\$963,807	\$821,967	\$283,680	\$1,294,343	\$1,010,662
Contractual Labor Fees	\$0	\$0	\$0	\$0	\$0	\$0
Medical Supplies and Pharmaceuticals	\$670,000	\$1,186,367	\$516,367	\$1,340,000	\$1,866,236	\$526,236
Depreciation/Amortization	\$0	\$0	\$0	\$0	\$0	\$0
Interest Expense	\$0	\$0	\$0	\$0	\$0	\$0
Malpractice Expense	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$0	(\$52,492)	(\$52,492)	\$0	\$104,562	\$104,562
Business Expense	\$456,702	\$910,039	\$453,337	\$913,403	\$1,715,485	\$802,082
Other Operating Expense	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Synergies</b>	<b>\$2,069,242</b>	<b>\$6,398,630</b>	<b>\$4,329,388</b>	<b>\$4,138,484</b>	<b>\$9,474,667</b>	<b>\$5,336,183</b>

Results for the second six months of FY 2017 (the period 4/1/17-9/30/17) were calculated by taking the full year results and subtracting results presented previously for the period 10/1/16 - 3/31/17. Any changes that may have affected results previously reported (period 10/1/16-3/31/17) are incorporated into the full year results. Such changes would have been due to updates to financial information received after submission of previous report.

**Semi-Annual** reporting periods: 10/1/16-3/31/17; 4/1/17-9/30/17; 10/1/17-3/31/18; 4/1/18-9/30/18. **Annual** reporting periods: 10/1/18-9/30/19; 10/1/19-9/30/20; 10/1/20-9/30/21

Summary page due to OHCA with detailed narrative 60 days following reporting period. Due to Regulatory 30 days prior.

\*Although projected summary showing plans annually, 6-month projections are required when reporting through 9/30/18.

## User, OHCA

---

**From:** Cotto, Carmen  
**Sent:** Wednesday, December 06, 2017 10:02 AM  
**To:** Topalian, Jeryl  
**Cc:** User, OHCA; Roberts, Karen; Capozzalo, Gayle; Perrone, Brett; Lipka, Susan; Willcox, Jennifer  
**Subject:** RE: Docket Number 15-32032-CON and Docket Number 15-32033-CON

Hi Jeryl,

The Excel formatted reports will be very helpful. Thank you again for your assistance.

Carmen

Carmen Cotto, MBA  
Associate Health Care Analyst  
Office of Health Care Access  
Connecticut Department of Public Health  
410 Capitol Avenue, MS#13HCA, P.O. Box 340308, Hartford, CT 06134  
P: (860) 418-7039 | F: (860) 418-7053 | E: [carmen.cotto@ct.gov](mailto:carmen.cotto@ct.gov)



[www.ct.gov/dph](http://www.ct.gov/dph)

---

**From:** Topalian, Jeryl [mailto:Jeryl.Topalian@YNHH.ORG]  
**Sent:** Wednesday, December 6, 2017 9:48 AM  
**To:** Cotto, Carmen <Carmen.Cotto@ct.gov>  
**Cc:** User, OHCA <OHCA@ct.gov>; Roberts, Karen <Karen.Roberts@ct.gov>; Capozzalo, Gayle <Gayle.Capozzalo@ynhh.org>; Perrone, Brett <Brett.Perrone@ynhh.org>; Lipka, Susan <susan.lipka@ynhh.org>; Willcox, Jennifer <Jennifer.Willcox@ynhh.org>  
**Subject:** RE: Docket Number 15-32032-CON and Docket Number 15-32033-CON

Hi Carmen –

Attached please find the excel formats of the financial reports submitted as part of the November 30, 2017 filing in reference to DN 15-32032-CON and 15-32033-CON.

Please contact me if you have any questions.

Thank you,

Jeryl

**Jeryl Topalian, Director Strategy & Regulatory Planning**

Strategy and Regulatory Planning & Reporting

Office: 203-688-5721

Cell: 203-215-7872

Email: [Jeryl.Topalian@ynhh.org](mailto:Jeryl.Topalian@ynhh.org)



---

**From:** Cotto, Carmen [<mailto:Carmen.Cotto@ct.gov>]

**Sent:** Monday, December 04, 2017 4:08 PM

**To:** Topalian, Jeryl <[Jeryl.Topalian@YNHH.ORG](mailto:Jeryl.Topalian@YNHH.ORG)>

**Cc:** User, OHCA <[OHCA@ct.gov](mailto:OHCA@ct.gov)>; Roberts, Karen <[Karen.Roberts@ct.gov](mailto:Karen.Roberts@ct.gov)>; Capozzalo, Gayle <[Gayle.Capozzalo@ynhh.org](mailto:Gayle.Capozzalo@ynhh.org)>

**Subject:** FW: Docket Number 15-32032-CON and Docket Number 15-32033-CON

Good afternoon Jeryl,

In reference to the documents listed on your email below dated November 30, 2017, please also provide us with the same documents in Excel format, as applicable. In particular, those related to capital commitment investment, cost savings and quarterly financial measures.

As you might already know, Excel format makes it easier to filter and analyzed data. It will be very helpful to us to receive them in this format.

Thank you in advance for your assistance.

Carmen

Carmen Cotto, MBA

Associate Health Care Analyst

Office of Health Care Access

Connecticut Department of Public Health

410 Capitol Avenue, MS#13HCA, P.O. Box 340308, Hartford, CT 06134

P: (860) 418-7039 | F: (860) 418-7053 | E: [carmen.cotto@ct.gov](mailto:carmen.cotto@ct.gov)



[www.ct.gov/dph](http://www.ct.gov/dph)

---

**From:** Topalian, Jeryl [<mailto:Jeryl.Topalian@YNHH.ORG>]

**Sent:** Thursday, November 30, 2017 2:14 PM

**To:** User, OHCA <[OHCA@ct.gov](mailto:OHCA@ct.gov)>

**Cc:** Capozzalo, Gayle <[Gayle.Capozzalo@ynhh.org](mailto:Gayle.Capozzalo@ynhh.org)>; Green, Patrick <[Patrick.Green@LMHOSP.ORG](mailto:Patrick.Green@LMHOSP.ORG)>; Petrini, Vincent <[Vincent.Petrini@ynhh.org](mailto:Vincent.Petrini@ynhh.org)>; Tammaro, Vincent <[Vincent.Tammaro@ynhh.org](mailto:Vincent.Tammaro@ynhh.org)>; 'ynhhscohcmonitor@deloitte.com' <[ynhhscohcmonitor@deloitte.com](mailto:ynhhscohcmonitor@deloitte.com)>; Willcox, Jennifer <[Jennifer.Willcox@ynhh.org](mailto:Jennifer.Willcox@ynhh.org)>; Perrone, Brett <[Brett.Perrone@ynhh.org](mailto:Brett.Perrone@ynhh.org)>

**Subject:** Docket Number 15-32032-CON and Docket Number 15-32033-CON

Attached please find documents submitted to comply with Conditions of Docket #15-32033-CON: “Transfer of Ownership of Lawrence + Memorial Corporation to Yale New Haven Health Services Corporation” and Docket #15-32032-CON: “Transfer of Ownership of Group Practice by the Merger of L+M Physician Association into Northeast Medical Group” for the 6-month reporting period ending September 30, 2017.

The compliance documents attached address the following Conditions for Docket #15-32033-CON and Docket #15-32032-CON as noted:

- Condition 6 – Top Most Frequent MSDRG-and CPT Codes for LM+H
- Conditions 7/19a/32b – Investments Report
- Condition 8 – Financial Measurement Report
- Condition 10 – Revision to Charity Care Policy
- Condition 11 and 12 – Annual Community Benefit Report and Cultural and Linguistically Appropriate Services Report
- Conditions 17/33b/33d – Community Meetings and Public Forums Report
- Conditions 25, 32f (i and ii) (or 7c of Docket #15-32032-CON) – Savings Report
- Condition 32f (iii and iv) (or 7c of Docket #15-32032-CON) – Financial Statements
- Conditions 20a/32c (or 1/7a of Docket #15-32032-CON) – Affirmation regarding Payer Contracts – Hospital
- Condition 32e – Affirmation regarding Charity Care Policies
- Conditions 18/32a – Affirmation regarding retention of Services
- Conditions 24/32d (or 5/7b of Docket #15-32032-CON) – Affirmation regarding Physician Offices
- Conditions 27, 28, 29, 30, 32g (or 6 of Docket #15-32032-CON) – Affirmations regarding HR policies

If you have any questions, please feel free to contact me.

Regards,  
Jeryl

**Jeryl Topalian**  
**Director Strategy & Regulatory Planning**  
Strategy and Regulatory Planning & Reporting  
Office: 203-688-5721  
Cell: 203-215-7872  
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**YaleNewHavenHealth**

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## User, OHCA

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**From:** Topalian, Jeryl <Jeryl.Topalian@YNHH.ORG>  
**Sent:** Friday, December 08, 2017 2:56 PM  
**To:** User, OHCA; 'US YNHHS OHCA Monitor'  
**Cc:** Willcox, Jennifer; Capozzalo, Gayle; Petrini, Vincent; Tammaro, Vincent; Green, Patrick; Perrone, Brett  
**Subject:** Docket Number 15-32033-CON Condition 11: Annual Community Benefit Report Narrative Clarification

After review of the documents submitted to comply with Conditions of Docket # 15-32033-CON: Transfer of Ownership of Lawrence + Memorial Corporation to Yale New Haven Health Services Corporation, the independent monitor requested an explanation of a discrepancy between the community benefit/community building numbers reported in the Narrative submitted to comply with Condition 11 and the IRS Form 990 report of community benefit for FY 16.

The first paragraph of the submitted narrative reads:

### **Narrative for Condition 11:**

#### ***Community Benefit***

In 2016, Lawrence & Memorial Hospital (“L+MH”) community benefit totaled \$38,686,420 and in fiscal year (FY) 2017, community benefits are on track to exceed that amount (current estimate is \$38,767,485 with data reporting and analysis not yet complete). The community building investment increased by 134%, from \$52,237 in FY 2016 to an estimated \$122,335 in FY 2017.

#### **Explanation:**

The community benefit total reported for FY 16 in the narrative includes both the community benefit figure reported in the IRS Form 990 (\$38, 625,033) plus the community building figure (\$61,387) reported in the IRS Form 990 added together for a total community benefit of \$38,686,420. This ties to the narrative figure. The community building figure reported in the narrative (\$52,237), however, was incorrect due to using the figure from an earlier draft. The correct community building figure is \$61,387 for FY 2016. The correct estimated FY 2017 community building investment increase is 99% over FY 2016.

Please contact me if you have any questions or require further explanation.

Jeryl

#### **Jeryl Topalian, MS RD**

Director, Strategy & Regulatory Planning

#### **Strategy and Regulatory Planning & Reporting**

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## User, OHCA

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**From:** Roberts, Karen  
**Sent:** Tuesday, December 12, 2017 11:27 AM  
**To:** User, OHCA  
**Subject:** FW: Deloitte & Touche LLP Six-Month Report as Independent Monitor per Docket Numbers 15-32032-CON and 15-32033-CON  
**Attachments:** Deloitte Independent Monitor Year 1 Six Month Report\_12 11 2017\_Final.pdf

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**From:** Sauders, Kelly (US - New York) [mailto:ksauders@deloitte.com]  
**Sent:** Monday, December 11, 2017 9:22 PM  
**To:** Martone, Kim <Kimberly.Martone@ct.gov>; Roberts, Karen <Karen.Roberts@ct.gov>; Cotto, Carmen <Carmen.Cotto@ct.gov>  
**Cc:** Capozzalo, Gayle <Gayle.Capozzalo@ynhh.org>; DeMerlis, Ryan John (US - Philadelphia) <rdemerlis@DELOITTE.com>  
**Subject:** RE: Deloitte & Touche LLP Six-Month Report as Independent Monitor per Docket Numbers 15-32032-CON and 15-32033-CON

Dear Kim-

Please see our attached six-month report dated as of today. This report incorporates work steps and completion status for the first full year. Let me know if you have any questions.

Regards,  
Kelly

**Kelly J. Sauders**

Partner  
Deloitte Advisory  
30 Rockefeller Plaza  
New York, NY 10112  
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# YNHHSC Independent Monitor Review Report for Six Month Reporting Period

December 11, 2017

This document was created pursuant to the engagement letter dated November 7, 2016 between Deloitte & Touche LLP (“D&T”) and Yale New Haven Health Services Corporation and its subsidiaries, and D&T understands that this document will be shared with the Connecticut Office of Health Care Access (“OHCA”) in its capacity as regulator. This document is not intended to be and should not be relied on by any other person or entity. D&T and its affiliated and related entities shall not be responsible for any loss sustained by any person or entity that relies on this document.

December 11, 2017

Ms. Gayle Capozzalo  
Executive Vice President and Chief Strategy Officer  
Yale New Haven Health  
789 Howard Avenue  
New Haven, CT 06519

Dear Ms. Capozzalo,

**Re: Deloitte & Touche LLP Six-Month Report as Independent Monitor per Docket Numbers 15-32032-CON and 15-32033-CON**

In accordance with our engagement letter dated November 7, 2016 (“Engagement Letter”), the attached report summarizes the findings from the work steps performed by Deloitte & Touche LLP (“D&T”), as requested by Yale New Haven Health (“YNHHSC”), with respect to the Independent Monitor role for the 6-month reporting period.

Pursuant to the Engagement Letter, YNHHSC agrees that any deliverables provided to YNHHSC by D&T may be disclosed to the State of Connecticut’s Office of Health Care Access (“OHCA”) to the extent required by such regulator in connection with their regulatory oversight.

The services were performed in accordance with the Statement on Standards for Consulting Services that is issued by the American Institute of Certified Public Accountants (“AICPA”). The services did not constitute an engagement to provide audit, compilation, review, or attestation services as described in the pronouncements on professional standards issued by the AICPA, the Public Company Accounting Oversight Board, or other regulatory body and, therefore, D&T does not express an opinion or any other form of assurance as a result of performing the services.

Sincerely,

Deloitte & Touche LLP

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Key	
Complete	
In Progress	

## I. Executive Summary Table

Condition Number	Milestone Date	Completion Status
<b>Strategic Plan</b>		
15-32033-CON Condition 4	3/7/17	
15-32033-CON Condition 19	3/7/17	
15-32033-CON Condition 32b	5/31/17 & 11/30/17	
15-32033-CON Condition 7	5/31/17 & 11/30/17	
15-32033-CON Condition 5	1/19/17	
15-32033-CON Condition 18	5/31/17 & 11/30/17	
15-32033-CON Condition 32a	5/31/17 & 11/30/17	
<b>Financial Reporting</b>		
15-32033-CON Condition 8	5/31/17 & 11/30/17	
15-32033-CON Condition 32f	5/31/17 & 11/30/17	
15-32032-CON Condition 7c	5/31/17 & 11/30/17	
15-32033-CON Condition 6	5/31/17 & 11/30/17	
<b>Cost and Market Impact Review</b>		
15-32033-CON Condition 22	11/30/17	
15-32032-CON Condition 3	11/30/17	
15-32032-CON Condition 4	11/30/17	
15-32033-CON Condition 23	11/30/17	
15-32033-CON Condition 20 Paragraph 1	5/31/17 & 11/30/17	
15-32033-CON Condition 32c	5/31/17 & 11/30/17	
15-32033-CON Condition 20 Paragraphs 2/3	5/31/17 & 11/30/17	
15-32032-CON Condition 1	5/31/17 & 11/30/17	
15-32032-CON Condition 7a	5/31/17 & 11/30/17	
15-32033-CON Condition 21a	5/31/17 & 11/30/17	
15-32032-CON Condition 2a	5/31/17 & 11/30/17	
15-32033-CON Condition 21b	5/31/17 & 11/30/17	
15-32032-CON Condition 2b	5/31/17 & 11/30/17	
<b>Independent Monitor</b>		
15-32033-CON Condition 15	11/7/16	
15-32033-CON Condition 16	2 per year; report due 30 days after visit	
15-32033-CON Condition 33	3/31/17	
15-32032-CON Condition 8	Ongoing	

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Key	
Complete	
In Progress	

Condition Number	Milestone Date	Completion Status
<b>Community Benefit</b>		
15-32033-CON Condition 11	11/30/17	
15-32033-CON Condition 31	11/30/17	
15-32033-CON Condition 32h	11/30/17	
15-32033-CON Condition 12	11/30/17	
<b>Charity Care Policies</b>		
15-32033-CON Condition 9	Following closing	
15-32033-CON Condition 10	11/30/17	
15-32033-CON Condition 32e	5/31/17 & 11/30/17	
<b>Employment Conditions</b>		
15-32033-CON Condition 27	5/31/17 & 11/30/17	
15-32033-CON Condition 32g	5/31/17 & 11/30/17	
15-32033-CON Condition 28	5/31/17 & 11/30/17	
15-32032-CON Condition 6	5/31/17 & 11/30/17	
15-32033-CON Condition 29	5/31/17 & 11/30/17	
15-32033-CON Condition 30	5/31/17 & 11/30/17	
<b>Governance</b>		
15-32033-CON Condition 14	Following closing	
15-32033-CON Condition 17	Twice a year	
15-32033-CON Condition 26	9/28/16	
<b>Licensure and Physician Office Conversion</b>		
15-32033-CON Condition 13	Ongoing	
15-32033-CON Condition 24	5/31/17 & 11/30/17	
15-32033-CON Condition 32d	5/31/17 & 11/30/17	
15-32032-CON Condition 5	5/31/17 & 11/30/17	
15-32032-CON Condition 7b	5/31/17 & 11/30/17	
15-32033-CON Condition 25	5/31/17 & 11/30/17	

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Pg. 5

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## I. Detailed Observations Table

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32033-CON Condition 32b	A narrative description of the achievement of the strategic plan components to retain and enhance healthcare services in the communities served by L+M, including with respect to physician recruitment and resource commitments for clinical service programming, whether the commitments described in the Affiliation Agreement were achieved, as well as the purposes, dates and amounts for which expenditures were made.	5/31/17 & 11/30/17	For 15-32033-CON Condition 32 requirements a through e and g, D&T will obtain a copy of YNHHS's Management Representation to OHCA that Condition 32 requirements a through e and g have been met including referencing specific locations of primary care physicians.	YNHHS submitted Management Representation to OHCA in accordance with Conditions 7, 19a and 32b on 5/31/17 and 11/30/17.
15-32033-CON Condition 7	<p>Within one hundred and eighty (180) days following the Closing Date and thereafter until the capital commitment is satisfied, YNHHS shall submit to OHCA a report on the capital investments ("Capital Investment Report") it has made in L+M and its affiliates from the \$300M Commitment Amount. The Capital Investment Report shall include the following in a format to be agreed upon:</p> <p>a. A list of the capital expenditures that have been made in the prior one hundred and eighty (180) days with descriptions of each associated project; and</p> <p>b. An explanation of why each expenditure was made and a timeframe for the roll out of the associated capital project (including estimated beginning, ending and startup/operation dates); and</p> <p>c. The funding source of the capital investment indicating whether it was drawn from operating revenue, capital contributions from YNHHS or another source and, if funding was drawn from another source, indicating the source.</p> <p>For purposes of this Order, semi-annual periods are October 1-March 31 and April 1 - September 30. The required information is due no later than two (2) months after the end of each semi-annual period. Due dates are May 31st and November 30th beginning May 31, 2017. The reports shall be signed by L+MH's or L+M's Chief Financial Officer. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify the continued financial feasibility of the project.</p>	5/31/17 & 11/30/17	D&T will obtain the Plan (per 15-32033-CON Conditions #4 and #19). We will read the plan and verify that expenditures/investments made are in accordance with the Plan. We will discuss any questions/need for clarification with Management to ensure the expenditures are verified. D&T will confirm detailed, full and timely submissions, with appropriate signatures of all required reports.	YNHHS submitted reporting to OHCA in accordance with Conditions 7, 19a, and 32b on 5/31/17 and 11/30/17.

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32033-CON Condition 18	<p>L+MH shall continue to maintain emergency room services, inpatient general medicine services, cardiology services (including emergency and elective PCI), inpatient obstetrics/gynecology services, inpatient behavioral health services, critical care unit services, and oncology services, which such services shall assure patient affordability and adhere to standards of care, quality, and accessibility and reflect local community need.</p> <p>NOTE 1: See related Condition #1 which applies to the first 180 dates post-closing. Following that time, YNHHS is bound by Condition #4 and the Services Plan created per Condition #4.</p>	5/31/17 & 11/30/17	<p>D&amp;T will confirm that these services are properly maintained by conducting site visits, and ongoing data analysis of unit and patient data (e.g. to see continuing patient volume/services). YNHHS will provide a Management Attestation/Representation to OHCA that it is in compliance with 15-32033-CON Condition #18. D&amp;T will obtain a copy of that Management Representation.</p>	<p>YNHHS submitted Management Representation to OHCA in accordance with Condition 18 on 5/31/17 and 11/30/17.</p> <p>The semi-annual site visits were completed on 3/1/17, 7/6/17, and 12/4/17.</p>
15-32033-CON Condition 32a	<p>Every six months ( the "six month reports") until September 30, 2018 and each year thereafter (each an "annual report"), YNHHS shall submit notarized reports to OHCA for the periods of October 1 – September 30 with reports due November and May certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:</p> <p>a. Affirmation of the continuation of all L+MH services as described herein.</p>	5/31/17 & 11/30/17	<p>For 15-32033-CON Condition 32 requirements a through e and g, D&amp;T will obtain a copy of YNHHS's notarized Management Representation to OHCA that 15-32033-CON Condition 32 requirements a through e and g have been met.</p>	<p>YNHHS submitted reporting to OHCA in accordance with Condition 32a on 5/31/17 and 11/30/17.</p>
15-32033-CON Condition 8	<p>For three (3) years following the Closing Date, YNHHS shall submit to OHCA a financial measurement report. This report shall be submitted on a semi-annual basis and show current month and year-to-date data and comparable prior year period data for L+MH and L+M. The required information is due no later than two (2) months after the end of each semi-annual period (fiscal year). Due dates are May 31st and November 30th, beginning May 2017. The following financial measurements/indicators should be addressed in the report: (i) Operating performance to include operating margin, non-operating margin, and total margin; (ii) Liquidity to include current ratio, days cash on hand, days in net accounts receivables, and average payment period; (iii) Leverage and capital structure to include long-term debt to equity, long-term debt to capitalization, unrestricted cash to debt, times interest earned ratio, debt service coverage ratio, and equity financing ratio; and (iv) Additional Statistics to include income from operations, revenue over (under) expense, cash from operation, cash and cash equivalents, net working capital, free cash flow (and the elements used in the calculation, unrestricted net assets/retained earnings, bad debt as a percentage of gross revenue, and credit ratings.</p>	5/31/17 & 11/30/17	<p>D&amp;T will obtain the financial measurement report and review work papers to ensure that they are consistent with financial reports being submitted to L+M Hospital Board and that the required elements and financial measurements are appropriately recorded in the report; we will confirm the timely submission of each report.</p>	<p>YNHHS submitted financial measurement reporting to OCHA in accordance with Condition 8 on 5/31/17 and 11/30/17.</p>

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Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32033-CON Condition 32f	<p>A detailed and comprehensive document showing a five-year plan (the "plan") to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include the following additional information in its annual report.</p> <ul style="list-style-type: none"> <li>i. Narrative updates on the progress of implementation of the plan. These updates shall include the status of integration activities and adoption by L+MH and L+M of YNHHS non-clinical shared services opportunities;</li> <li>ii. A report identifying L+M and L+MH cost saving totals since the Closing Date for the following Operating Expense Categories: Salaries and Wages, Fringe Benefits, Contractual Labor Fees, Medical Supplies and Pharmaceutical Costs, Depreciation and Amortization, Bad Debts, Interest Expense, Malpractice Expense, Utilities, Business Expenses and Other Operating Expenses. The categories shall be consistent with the major operating expense categories (Categories A,B,C,D,E,F,G,H,I,J, and K) that are in use at the time of reporting in the OHCA Hospital Reporting System ("HRS") Report 175 or successor report. YNHHS shall also file a narrative describing the specifics of the cost savings for each of these major expense categories;</li> <li>iii. A completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports; and</li> <li>iv. For L+MH, a completed Hospital Operating Expenses by Expense Category and Department report. The format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 175 or successor report.</li> </ul>	5/31/17 & 11/30/17	<p>For 15-32033-CON Condition #32F, D&amp;T will obtain the Five-Year Plan prepared by YNHHS and the ongoing six-month reports based on fiscal year. We will verify that the required elements are included in the report and are documented and supported by underlying information. We will confirm timely submission of all reports (OHCA's, HRS, Report 100, Report 150 and Report 175) and succession reports to OHCA.</p>	<p>YNHHS submitted reporting to OHCA in accordance with Condition 32f on 5/31/17 and 11/30/17.</p> <p>The milestone dates for the six-month report are 5/31/17 and 11/30/17 for 15-32033-CON Condition 32f and 15-32032-CON Condition 7c.</p>

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32032-CON Condition 7c	<p>Every six months (the "six month reports") until September 30, 2018 and each year thereafter (each an "annual report"), YNHHS shall submit notarized reports to OHCA for the periods of October 1 through March 31 (due May 31) and April 1 through September 30 (due November 30) certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:</p> <p>A detailed and comprehensive document showing a five-year plan (the "plan") to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include a completed Balance Sheet, Statement of Operations, and Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports; and</p>	5/31/17 & 11/30/17	Refer to procedures for 15-32033-CON Condition #32f in the work plan above.	<p>YNHHS submitted reporting to OHCA in accordance with Condition 32f on 5/31/17 and 11/30/17.</p> <p>The milestone dates for the six-month report are 5/31/17 and 11/30/17 for 15-32033-CON Condition 32f and 15-32032-CON Condition 7c.</p>
5-32033-CON Condition 6	<p>Within one hundred and eighty (180) days following the Closing Date, the Applicants shall file with OHCA the total price per "unit of service" for each of the top 25 most frequent MS-DRGs (inpatient) and top 25 most frequent CPT codes (outpatient) for L+MH services. The first filing shall be for the period October 1, 2015 – September 30, 2016. The Applicants shall provide the same information for three (3) full fiscal years thereafter, within sixty (60) days following the end of a fiscal year. OHCA shall provide the format for the filing. OHCA is imposing this condition to ensure that the proposed transfer of ownership does not adversely affect health care costs.</p>	5/31/17 & 11/30/17	<p>D&amp;T will obtain YNHHS's analysis of the top 25 most frequent MS-DRGs and CPT codes and related weighted average price information. D&amp;T will review work papers to confirm information and timely filing. * 1st filing is due within 180 days (March 2017); 2nd filing is due 60 days after the close of FY2017 which is 11/30/17 and the 3rd filing is due 60 days after the close of FY2018 which is 11/30/18.</p>	<p>YNHHS submitted analysis of the top 25 most frequent MS-DRGs and CPT codes and related weighted average price information to OHCA in accordance with Condition 6 on 5/31/17 and 11/30/17.</p> <p>Modified semi-annual reporting for 5/31/17 was submitted to OHCA on 8/2/17.</p>

<p>15-32033- CON Condition 22</p>	<p>Within ninety days of the Date of Closing, YNHHS shall initiate a cost and market impact review which shall comply with Connecticut General Statute Section 19a-639f, which such analysis shall include and shall be utilized to establish the baseline cost structure set forth below:</p> <ul style="list-style-type: none"> <li>a. Establishing a baseline cost structure and total price per unit of service (the "baseline CMIR") and establishing a cap on annual increases in total price per unit of service (as defined below) for L+MH and LMMG (the "annual CMIR update"). YNHHS shall retain an independent consultant, subject to OHCA's approval, to conduct the baseline CMIR and the annual CMIR update and shall pay all costs associated with the cost and market review. To the extent that all data is not available to comply with the provisions of section 19a-639f the baseline CMIR shall be adjusted to reflect such information when it becomes available.</li> <li>b. In conducting the baseline CMIR and annual CMIR update, the cost and market impact review shall analyze the factors relative to L+MH and LMMG in accordance with subsection (d) of section 19a-639f of the general statutes and the Eastern Connecticut market more specifically: (a) L+MH and LMMG's size and market share within their primary and secondary service areas; (b) L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services in Eastern Connecticut; (c) L+MH and LMMG cost and cost trends in comparison to total healthcare expenditures statewide; (d) the availability and accessibility of services similar to those provided by L+MH and LMMG in their primary and secondary service areas; (e) the role of L+MH and LMMG in serving at-risk, underserved and government payer populations, including those with behavioral, substance use disorder and mental health conditions, within their primary and secondary service areas; (f) the role of L+MH and LMMG in providing low margin or negative margin services within their primary and secondary service areas; (g) general market conditions for hospitals and medical foundations in the state and in Eastern Connecticut in particular; and (h) and other conditions that the independent consultant determines to be relevant to ensuring that L+MH and LMMG prices do not exceed the market price for similar services in Eastern Connecticut.</li> <li>c. In recognition that the baseline CMIR pursuant to Connecticut General Statute Section 19a-639f shall be conducted after the Date of Closing, in the event that the baseline CMIR finds a likelihood of materially increased prices as a result of the L+M affiliation with YNHHS, notwithstanding these conditions, the Commissioner of Public Health (Commissioner) and YNHHS shall meet and confer for the purposes of determining further conditions as necessary to correct</li> </ul>	<p>11/30/17</p>	<p>D&amp;T will confirm that YNHHS initiated this review within 90 days of closing by obtaining a copy of the relevant contract/engagement letter as evidence. D&amp;T will also confirm that the analysis addresses the required elements.</p> <p>D&amp;T will obtain a copy of the CMIR performed by the Independent Consultant. D&amp;T will meet annually with the Independent Consultant.</p>	<p>The Independent Consultant (Milliman) submitted the CMIR to OHCA on 12/1/17.</p> <p>The Independent Monitor and Independent Consultant currently meet via conference call on a regular basis.</p>
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Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32033-CON Condition 22 (continued)	<p>such condition and to create a performance improvement plan to address the conditions. The Commissioner shall determine whether YNHHS is in compliance with such performance improvement plan. Prior to the end of each fiscal year, the independent consultant shall conduct the annual CMIR update and use the results of such annual CMIR update to establish a cap on any increase in the price per unit of service for the upcoming fiscal year. Nothing herein shall prohibit the independent consultant from considering and recommending any recommendations of the Certificate of Need Task Force on cost containment measures or a cap on annual cost or price increases.</p> <p>d. The independent consultant shall report to and take direction from the Commissioner. The independent consultant in establishing the cap shall take into consideration the cost reductions reflective of the efficiencies resulting from the affiliation and the annual cost of living of the primary service area or the Eastern Connecticut area.</p> <p>e. The independent consultant shall provide the baseline CMIR and the annual CMIR update to OHCA within thirty days of completion. OHCA shall keep confidential all nonpublic information and documents obtained as part of the baseline CMIR and the annual CMIR update and shall not disclose the information or documents to any person without the consent of YNHHS and L+M, unless required to do by law.</p>			

<p>15-32032- CON Condition 3</p>	<p>Within ninety days of the Date of Closing, YNHHS shall initiate a cost and market impact review which shall comply with Connecticut General Statute Section 19a-639f, which such analysis shall include and shall be utilized to establish the baseline cost structure set forth below:</p> <ul style="list-style-type: none"> <li>a. Establishing a baseline cost structure and total price per unit of service (the "baseline CMIR") and establishing a cap on annual increases in total price per unit of service (as defined in d. below) for L+MH and LMMG (the "annual CMIR update"). Yale New Haven shall retain an independent consultant, subject to OHCA's approval, to conduct the baseline CMIR and the annual CMIR update and shall pay all costs associated with the cost and market review. To the extent that all data is not available to comply with the provisions of section 19a-639f the baseline CMIR shall be adjusted to reflect such information when it becomes available.</li> <li>b. In conducting the baseline CMIR and annual CMIR update, the cost and market impact review shall analyze the factors relative to L+MH and LMMG in accordance with subsection (d) of section 10a-639f of the general statutes and the Eastern Connecticut market more specifically: (a) L+MH and LMMG's size and market share within their primary and secondary service areas; (b) L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services in Eastern Connecticut; (c) L+MH and LMMG cost and cost trends in comparison to total healthcare expenditures statewide; (d) the availability and accessibility of services similar to those provided by L+MH and LMMG in their primary and secondary service areas; (e) the role of L+MH and LMMG in serving at-risk, underserved and government payer populations, including those with behavioral, substance use disorder and mental health conditions, within their primary and secondary service areas; (f) the role of L+MH and LMMG in providing low margin or negative margin services within their primary and secondary service areas; (g) general market conditions for hospitals and medical foundations in the state and in Eastern Connecticut in particular; and (h) and other conditions that the independent consultant determines to be relevant to ensuring that L+MH and LMMG prices do not exceed the market price for similar services in Eastern Connecticut.</li> <li>c. In recognition that the baseline CMIR pursuant to Connecticut General Statute Section 19a-639f shall be conducted after the Date of Closing, in the event that the baseline CMIR finds a likelihood of materially increased prices as a result of the L+M affiliation with YNHHS, notwithstanding these conditions, the Commissioner of Public Health (Commissioner) and YNHHS shall meet and confer for the purpose of determining further conditions as necessary to correct such condition and to create a performance improvement plan to address the</li> </ul>	<p>11/30/17</p>	<p>Refer to procedures for 15-32033-CON Condition #22 above.</p>	<p>The Independent Consultant (Milliman) submitted the CMIR to OHCA on 12/1/17.</p> <p>The Independent Monitor and Independent Consultant currently meet via conference call on a regular basis.</p>
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CONFIDENTIAL– DO NOT DISCLOSE *Note – documentation has been referenced per YNHHS's submissions to the Monitor mailbox, as OHCA compliance webpage does not include 5/31/17 or 11/30/17 submissions.*

This document was created pursuant to the engagement letter dated November 7, 2016 between Deloitte & Touche LLP (“D&T”) and Yale New Haven Health Services Corporation and its subsidiaries, and D&T understands that this document will be shared with the Connecticut Office of Health Care Access (“OHCA”) in its capacity as regulator. This document is not intended to be and should not be relied on by any other person or entity. D&T and its affiliated and related entities shall not be responsible for any loss sustained by any person or entity that relies on this document.

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32032-CON Condition 3 (continued)	<p>conditions. The Commissioner shall determine whether YNHHS is in compliance with such performance improvement plan. Prior to the end of each fiscal year, the independent consultant shall conduct the annual CMIR update and use the results of such annual CMIR update to establish a cap on any increase in the price per unit of service for the upcoming fiscal year. Nothing herein shall prohibit the independent consultant from considering and recommending any recommendations of the Certificate of Need Task Force on cost containment measures or a cap on annual cost or price increases.</p> <p>d. The independent consultant shall take direction from the Commissioner of the Department of Public Health. The independent consultant in establishing the cap shall take into consideration the cost reductions reflective of the efficiencies resulting from the affiliation and the annual cost of living of the primary service area or the Eastern Connecticut area.</p> <p>e. The independent consultant shall provide the baseline CMIR and the annual CMIR update to OHCA within thirty days of completion. OHCA shall keep confidential all nonpublic information and documents obtained as part of the baseline CMIR and the annual CMIR update and shall not disclose the information or documents to any person without the consent of YNHHS and L+M, unless required to do so by law. The confidential information and documents shall not be public records and shall be exempt from disclosure under Connecticut General Statute Section 1-210.</p>			

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32032-CON Condition 4	<p>For purposes of determining the price per unit of service:</p> <p>a. A "unit of service" for inpatient hospital services shall be a case categorized by an ICD-9-DM/ICD-10-DM diagnosis code or a Diagnosis-Related Group (DRG) code and identified by the Connecticut Department of insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently occurring acute care hospital inpatient primary diagnoses, the fifty most frequently provided acute care hospital inpatient principal procedures, and the twenty-five most frequent inpatient surgical procedures.</p> <p>b. A "unit of service" for outpatient hospital services shall be a procedure or service categorized by a Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding (HCPC) code and identified by the Connecticut Department of Insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently provided outpatient procedures, the twenty-five most frequent outpatient surgical procedures and the twenty-five most frequent imaging procedures performed in the state.</p> <p>c. A "unit of service" for physician services shall be a work Relative Value Unit (wRVU).</p> <p>d. The baseline to be established as of the Date of Closing for L+M's total price per unit of service for physician services and inpatient and outpatient hospital services is inclusive of all administrative overhead, other ancillary fees including, but not limited to facility fees and the total price per unit shall reflect the total price of such service.</p> <p>e. All administrative costs for overhead, ancillary fees, facility fees or any other fees which are reflected in the total price per unit shall be determined by the independent consultant to be within any annual cap established.</p>	11/30/17	<p>D&amp;T will obtain a copy of the CMIR performed by the Independent Consultant.</p> <p>D&amp;T will meet annually with the Independent Consultant.</p> <p>D&amp;T will not perform any additional procedures in the role of Monitor as it relates to 15-32033-CON Condition #23.</p>	<p>The Independent Consultant (Milliman) submitted the CMIR to OHCA on 12/1/17.</p> <p>The Independent Monitor and Independent Consultant currently meet via conference call on a regular basis.</p>

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32033-CON Condition 23	<p>For purposes of determining the price per unit of service:</p> <p>f. A "unit of service" for inpatient hospital services shall be a case categorized by an ICD-9-DM/ICD-10-DM diagnosis code or a Diagnosis-Related Group (DRG) code and identified by the Connecticut Department of insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently occurring acute care hospital inpatient primary diagnoses, the fifty most frequently provided acute care hospital inpatient principal procedures, and the twenty-five most frequent inpatient surgical procedures.</p> <p>g. A "unit of service" for outpatient hospital services shall be a procedure or service categorized by a Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding (HCPC) code and identified by the Connecticut Department of Insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently provided outpatient procedures, the twenty-five most frequent outpatient surgical procedures and the twenty-five most frequent imaging procedures performed in the state.</p> <p>h. A "unit of service" for physician services shall be a work Relative Value Unit (wRVU).</p> <p>i. The baseline to be established as of the Date of Closing for L+M's total price per unit of service for physician services and inpatient and outpatient hospital services is inclusive of all administrative overhead, other ancillary fees including, but not limited to facility fees and the total price per unit shall reflect the total price of such service.</p> <p>j. All administrative costs for overhead, ancillary fees, facility fees or any other fees which are reflected in the total price per unit shall be determined by the independent consultant to be within any annual cap established.</p>	11/30/17	<p>D&amp;T will obtain a copy of the CMIR performed by the Independent Consultant. D&amp;T will meet annually with the Independent Consultant.</p> <p>D&amp;T will not perform any additional procedures in the role of Monitor as it relates to 15-32033-CON Condition #23.</p>	<p>The Independent Consultant (Milliman) submitted the CMIR to OHCA on 12/1/17.</p> <p>The Independent Monitor and Independent Consultant currently meet via conference call on a regular basis.</p>
15-32033-CON Condition 20 Paragraph 1	<p>L+M and YNHHS shall maintain the current L+MH and Lawrence + Memorial Medical Group (LMMG) commercial health plan contracts in effect as of the Date of Closing for a period following the Date of Closing to December 31, 2017. Rates or scheduled increases in such previously negotiated rates that are in effect on the Date of Closing shall be maintained for a period ending December 31, 2017. Any L+M commercial health plan contracts that expire prior to December 31, 2017 shall be extended to December 31, 2017 and any contracts without expiration dates shall be continued under their current previously negotiated terms for a period from the Date of Closing to December 31, 2017. No increase in negotiated rate schedules shall be negotiated during the periods set forth in this paragraph.</p>	5/31/17 & 11/30/17	<p>D&amp;T will evaluate and verify that contracts are maintained in accordance with this condition. We will meet with YNHHS Management to read the contracts and confirm that this condition is met.</p>	<p>YNHHS submitted a Management Representation to OHCA in accordance with Condition 20 paragraph 1 on 5/31/17 and 11/30/17.</p>

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32033-CON Condition 32c	Affirmation that L+MH and LMMG commercial health plan contracts in place as of the Date of Closing are/were maintained through the remainder of their terms, and that any new contracts are consistent with the commitments of Conditions (20), (21) and (22) above.	5/31/17 & 11/30/17	For 15-32033-CON Condition 32c, D&T will obtain a copy of YNHHS's Management Representation to OHCA that Condition 32c requirements have been met. We will meet with YNHHS Management to read the contracts and confirm that this condition is met.	YNHHS submitted a Management Representation to OHCA in accordance with Condition 32c on 5/31/17 and 11/30/17.
15-32033-CON Condition 20 Paragraphs 2/3	<p>Upon the expiration of any such L+M commercial health plan contracts after such period, L+M and YNHHS shall negotiate new rates based on L+M's post-Closing cost structure, taking into account any cost or price reductions, i.e. efficiencies, achieved as a result of the affiliation and in addition as set forth in paragraph 25 herein. YNHHS shall not impose a single System-wide rate and shall, for L+MH and LMMG, maintain a negotiated rate structure reflective of the market conditions applicable generally to hospitals and medical foundations in Eastern Connecticut.</p> <p>For a period of five years from the Date of Closing in the case of L+MH, and twenty-eight months from the Date of Closing in the case of LMMG, any annual increase in the total price per unit of service (as defined below) for L+MH and LMMG shall be subject to cap determined through the process set forth below. It is the intent of the parties that such cap shall serve as a cap for the purpose of assuring patient affordability for services delivered by L+MH and LMMG.</p>	5/31/17 & 11/30/17	D&T will obtain the Independent Consultant/CMIR Report which should address/provide analysis to confirm paragraphs 2 and 3 of 15-32033-CON Condition #20. D&T as the Monitor will not independently perform additional/separate procedures related to paragraphs 2 and 3 of 15-32033-CON Condition #20.	YNHHS submitted the Independent Consultant/CMIR Report to OHCA in accordance with Condition 20 paragraphs 2/3 on 5/31/17 and 11/30/17.



Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32032-CON Condition 1	<p>Lawrence &amp; Memorial Medical Group (LMMG) commercial health plan contracts in effect as of the Date of Closing for a period following the Date of Closing to December 31, 2017. Rates or scheduled increases in such previously negotiated rates that are in effect on the Date of Closing shall be maintained for a period ending December 31, 2017. Any L+M commercial health plan contracts that expire prior to December 31, 2017 shall be extended to December 31, 2017 and any contracts without expiration dates shall be continued under their current previously negotiated terms for a period from the Date of Closing to December 31, 2017. No increase in negotiated rate schedules shall be negotiated during the periods set forth in this paragraph.</p> <p>Upon the expiration of any such L+M commercial health plan contracts after such period, L+M and YNHHS shall negotiate new rates based on L+M's post-Closing cost structure, taking into account any cost or price reductions, i.e. efficiencies, achieved as a result of the affiliation. YNHHS shall not impose a single System-wide rate and shall, for L+MH and LMMG, maintain a negotiated rate structure reflective of the market conditions applicable generally to hospitals and medical foundations in Eastern Connecticut.</p> <p>For a period of five years from the Date of Closing in the case of L+MH, and twenty-eight months from the Date of Closing in the case of LMMG, any annual increase in the total price per unit of service (as defined below) for L+MH and LMMG shall be subject to a cap determined through the process set forth in Paragraphs 3 and 4 below. It is the intent of the parties that such cap shall serve as a cap for the purpose of assuring patient affordability for services delivered by L+MH and LMMG.</p>	5/31/17 & 11/30/17	Refer to procedures for 15-32033-CON Condition #20 outlined here and 1532033-CON Condition 20a, 20b and 20c.	YNHHS submitted Management Representations in accordance with Condition 20, referencing the requirements noted for Condition 1 on 5/31/17 and 11/30/17.
15-32032-CON Condition 7a	<p>Every six months (the "six month reports") until September 30, 2018 and each year thereafter (each an "annual report"), YNHHS shall submit notarized reports to OHCA for the periods of October 1 through March 31 (due May 31) and April 1 through September 30 (due November 30) certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:</p> <p>a. Affirmation that L+MH and LMMG commercial health plan contracts in place as of the Date of Closing are/were maintained through the remainder of their terms, and that any new contracts are consistent with the commitments of paragraphs (20), (21) and (22) above.</p>	5/31/17 & 11/30/17	Refer to procedures for 15-32033-CON Condition #32c.	YNHHS submitted reporting to OHCA in accordance with Condition 7a on 5/31/17 and 11/30/17.

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32033- CON Condition 21a	With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG): a. LMMG and NEMG will integrate as of the Closing Date, and when NEMG is able to abide by the commitment set forth in paragraph 20 above, i.e. physicians providing services through NEMG to L + M patients, that were not providing services as of the Date of Closing, shall charge prices for services (site specific charges) based upon LMMG commercial health plan contracts and total price per unit of service, LMMG and NEMG shall implement the statutory merger contemplated in the Certificate of Need Application.	5/31/17 & 11/30/17	D&T obtained YNHHS's Management Representation submitted to OHCA relative to compliance with 15-32033-CON Condition #21a. <sup>1</sup>	YNHHS submitted a Management Representation to OHCA in accordance with paragraph 20, satisfying the requirements of Condition 21a on 5/31/17 and 11/30/17.
15-32032- CON Condition 2a	With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG): a. LMMG and NEMG will integrate as of the Closing Date, and when NEMG is able to abide by the commitment set forth in paragraph I above, i.e. physicians providing services through NEMG to L+M patients, that were not providing services as of the Date of Closing, shall charge prices for services (site specific charges) based upon LMMG commercial health plan contracts and total price per unit of service, LMMG and NEMG shall implement the statutory merger contemplated in the Certificate of Need Application.	5/31/17 & 11/30/17	Refer to procedures for 15-32033-CON Condition #21a above.	YNHHS submitted a Management Representation to OHCA in accordance with paragraph 1, satisfying the requirements of Condition 2a on 5/31/17 and 11/30/17.

<sup>1</sup> D&T did not test payer submissions as commercial health plan contracts were frozen through 12/31/17. Separate procedures will be applied to assess compliance with the CMIR requirements and contracted rates.

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32033-CON Condition 21b	<p>With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):</p> <p>Physicians who are hired, recruited or contracted by a YNHHS affiliate to provide professional services (other than in a licensed hospital department) in the primary service area (which may from time to time change), currently the communities of East Lyme, Groton, Ledyard, Lyme, Montville, New London, North Stonington, Old Lyme, Preston, Salem, Stonington and Waterford, and in the following specialties shall be billed at the LMMG commercial health plan negotiated rates subject to the provisions of paragraph 20: family medicine; general medicine; internal medicine; obstetrics and gynecology; endocrinology; and psychiatry. Current LMMG physicians providing services in the primary service area as of the Date of Closing in any specialties shall be subject to the provisions of paragraph 20.</p>	5/31/17 & 11/30/17	D&T will obtain YNHHS's Management Representation submitted to OHCA relative to compliance with 15-32033-CON Condition #21b.	YNHHS submitted a Management Representation in accordance with paragraph 20, satisfying Condition 21b to OHCA on 5/31/17 and 11/30/17.
15-32032-CON Condition 2b	<p>With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):</p> <p>b. Physicians who are hired, recruited or contracted by a YNHHS affiliate to provide professional services (other than in a licensed hospital department) in the primary service area (which may from time to time change), currently the communities of East Lyme, Groton, Ledyard, Lyme, Montville, New London, North Stonington, Old Lyme, Preston, Salem, Stonington and Waterford, and in the following specialties shall be billed at the LMMG commercial health plan negotiated rates subject to the provisions of paragraph 1: family medicine; general medicine; internal medicine; obstetrics and gynecology; endocrinology; and psychiatry. Current LMMG physicians providing services in the primary service area as of the Date of Closing in any specialties shall be subject to the provisions of paragraph 1.</p>	5/31/17 & 11/30/17	Refer to procedures for 15-32033-CON Condition #21b above.	YNHHS submitted a Management Representation in accordance with paragraph 1, satisfying Condition 2b to OHCA on 5/31/17 and 11/30/17.

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32033-CON Condition 16	<p>The Independent Monitor will report to both OHCA and FLIS. The Independent Monitor shall conduct on-site visits of L+MH on no less than a semi-annual basis to assess adherence to DPH's Consent Order. The Independent Monitor shall furnish a written report of his or her assessment to OHCA and FLIS within thirty (30) days of the completion of each on-site review. YNHHS will have the opportunity to review and provide written responses to the report. As OHCA deems necessary, the Independent Monitor shall meet with OHCA and FLIS personnel to discuss the written report and will perform additional periodic reviews. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify and monitor compliance with the Conditions set forth herein.</p>	2 per year; report due 30 days after visit	<p>D&amp;T will plan, at a minimum, two site visits per year. The site visits will include meetings with Administration/Leadership and review of any documentation requested by D&amp;T. D&amp;T will provide a report that summarizes the activities from the prior six month period along with any recommendations or observations to YNHHS, OHCA, and FLIS. Procedures associated with 15-32033-CON Condition #16 are expected to coincide/satisfy 15-32033-CON Conditions 33b and 33d as well.</p>	<p>The semi-annual site visits were completed on 3/1/17, 7/6/17, and 12/4/17. A brief report summarizing the site visit were submitted in accordance with Condition 16 on 3/23/17 and 12/4/17.</p> <p>D&amp;T submitted report summarizing YNHHS activities to address Conditions from the prior six-month period on 04/07/17 and 12/11/17.</p>

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32032-CON Condition 8	<p>In addition to the above, L+M and YNHHS shall make the following commitment for a period of five years post-Closing: a. L+M and YNHHS shall appoint an independent monitor at their own cost (selected by YNHHS and L+M and approved by OHCA) to serve as a post-transfer compliance monitor.</p> <p>a. L+M and YNHHS shall appoint an independent monitor at their own cost (selected by YNHHS and L+M and approved by OHCA) to serve as a post-transfer compliance monitor.</p> <p>b. Such monitor shall, at a minimum meet with representatives of the L+M community at six months after the Date of Closing and annually and shall report to OHCA in accordance with Section 19a-639(e) of the general statutes and specifically address: (i) L+M's compliance with the Certificate of Need Order; and (ii) the level of community benefits and uncompensated care provided by L+M during the prior period.</p> <p>c. L+M shall provide the monitor with reasonable access to its public filings and facilities and all other financial information necessary for the purposes of carrying out the monitor's duties.</p> <p>d. L+M shall hold a public forum in New London at six months after the Date of Closing and not less than annually thereafter during the monitoring period to provide for public review and comment on the monitor's reports and findings.</p>	Ongoing	Refer to procedures for 15-32033-CON Condition #33 a through e above.	<p>YNHHS submitted minutes from Community Meetings with "participation group" to OCHA on 1/27/17 and 3/1/17.</p> <p>D&amp;T reviewed the public notice and attended the community meetings and public forums on 1/24/17, 3/1/17, 7/6/17, and 12/4/17 and submitted Public Forum minutes to OHCA on 3/23/17. Minutes for the 12/4/17 meeting were submitted on 12/7/17.</p>

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32032-CON Condition 8  (continued)	e. If the Independent Monitor determines that YNHHS and L+M are substantially out of compliance with the conditions to the CON, the monitor shall notify YNHHS and L+M in writing regarding the deficiency. Within two weeks of such notice, the monitor shall convene a meeting with representatives from YNHHS and L+M for the purpose of determining compliance and any appropriate corrective action plan. If YNHHS and L+M fail to implement a plan of correction satisfactory to the monitor within thirty days of such meeting, the monitor shall report such substantial noncompliance and its impact on health care costs and accessibility to OHCA. OHCA shall determine whether such non-compliance has had a material negative impact and what remedy is reasonably necessary to bring YNHHS and L + M into compliance and shall have the right to enforce these conditions by all means and remedies available to it under law and equity, including but not limited to Conn. Gen. Stat. 19a-642 and the right to impose and collect a civil penalty under Conn. Gen. Stat. 19a-653 In addition, in the event OHCA determines YNHHS and L+M are in material non-compliance, OHCA may order YNHHS and L+M to provide additional community benefits as necessary to mitigate the impact of such noncompliance.	Ongoing	Refer to procedures for 15-32033-CON Condition #33 a through e above.	Per YNHHS submissions to OHCA, there are no noted instances of non-compliance with the requirements outlined in Condition 8.



Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32033- CON Condition 11	<p>The Applicants shall maintain community benefit programs and community building activities for L+MH for three (3) years after the Closing Date consistent with L+MH's most recent Schedule H of IRS Form 990 or shall provide such other community benefit programs and community building activities that are at least as generous and benevolent to the community as L+MH's current programs, and the Applicants shall apply no less than a 1% increase per year for the next three (3) years toward the L+MH's community building activities in terms of dollars spent.</p> <p>In determining L+MH' s participation and investment in both community benefits and community building activities, the Applicants shall address the health needs identified by the applicable CHNA in effect at the time and the population health management objectives, including social determinants of health, contained in the related Implementation Strategy.</p> <p>a. On an annual basis, YNHHS shall identify the amounts and uses related to community benefits and community building and shall discuss how such investments and support are being applied toward the health needs identified in the CHNA and population health management objectives. Such reporting shall be filed within thirty (30) days of the anniversary date of the Closing for three years and shall be posted on L+MH's website. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	11/30/17	D&T will obtain L+MH's most recent Schedule H of IRS Form 990 to act as a baseline. We will then compare on an annual basis the results of that year to the baseline in order to verify that the 1 percent increase requirement has been met. D&T will also obtain the YNHHS report/summary on the amounts and uses related to community benefits and community building per the categories identified in the CHNA. D&T will evaluate these reports/summaries as compared to the CHNA and defined population health management objectives and will discuss any questions with YNHHS Management. D&T will confirm that these documents are filed in a timely manner and posted to the L+MH website.	<p>D&amp;T obtained and reviewed Schedule H of 2016 IRS Form 990 and will review the 2017 990 when available.</p> <p>YNHHS submitted an estimate analysis to OHCA in accordance with Condition 11 on 11/30/17.<sup>2</sup></p>

<sup>2</sup> YNHHS clarified their filing on 12/8/17 for Condition 11 and Condition 12 to correct FY16 Community Building and Community Benefit levels to match the FY16 990.  
CONFIDENTIAL– DO NOT DISCLOSE *Note – documentation has been referenced per YNHHS's submissions to the Monitor mailbox, as OHCA compliance webpage does not include 5/31/17 or 11/30/17 submissions.* Pg. 23

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Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32033-CON Condition 31	L+M and YNHHS have agreed to maintain at least the same level of community benefit consistent with L+M's most recent Schedule H of IRS Form 990 and its Community Health Needs Assessment (CHNA). L+M and YNHHS agree to conduct an updated Community Health Needs Assessment by no later than December 31, 2016, and provide services in accordance with implementation plan adopted as part of the updated CHNA process and provide OHCA with its updated CHNA within thirty days of its approval.	11/30/17	After obtaining L+M's baseline Schedule H of IRS Form 990, D&T will obtain and confirm that L+M and YNHHS have maintained at least the same level of community benefit. Cross-reference to 15-32033-CON Condition #11.	D&T obtained and reviewed Schedule H of 2016 IRS Form 990 and will review the 2017 990 when available.  YNHHS submitted an estimate analysis to OHCA in accordance with Condition 11 to address requirements of Condition 31 on 11/30/17.
15-32033-CON Condition 32h	A narrative description of L+M's community benefit commitments described herein, including without limitation the amounts spent and a description of such spending to support and invest in the communities that L+M serves.	11/30/17	Relative to 15-32033-CON Condition #32h, see procedures performed for 15-32033-CON Conditions #11 and #31.	D&T obtained and reviewed Schedule H of 2016 IRS Form 990 and will review the 2017 990 when available.  YNHHS submitted an estimate analysis to OHCA in accordance with Condition 11 on 11/30/17.

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32033-CON Condition 12	<p>The Applicants shall work toward making culturally and linguistically appropriate services available and integrated throughout L+MH's operations. Specifically, the Applicants shall ensure that L+MH shall take reasonable steps to provide meaningful access to each individual with limited English proficiency eligible to be served or likely to be encountered in its health programs and activities, in accordance with the implementing regulations of Section 1557 of the Patient Protection and Affordable Care Act.</p> <p>Additionally, the Applicants shall provide at L+MH, appropriate insurance navigator services for patients and, where appropriate, English as a second language and cultural competency training for employees. In complying with this Condition, the Applicants shall ensure that L+MH shall be guided by the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care published by the U.S. Department of Health and Human Services' Office of Minority Health. For three (3) years following the Closing Date, YNHHS shall submit a written report on its activities directed at meeting this Condition. Such reporting shall be filed within thirty (30) days of the anniversary date of the Closing and shall be posted on L+MH's website. OHCA is imposing this Condition so as to ensure continued access to health care services for the patient population.</p>	11/30/17	D&T will obtain and review interpreter services policies and contracts as applicable. Additionally, our team will obtain the cultural competency plan, training and related policies. We will also obtain YNHHS's report and supporting documents and confirm the timely filing of these materials.	YNHHS submitted documentation to OHCA in accordance with Condition 12 on 11/30/17.
15-32033-CON Condition 10	<p>For three (3) years following the Closing Date, YNHHS shall provide written notice to OHCA of any modification, amendment or revision to the charity care, indigent care and community volunteer services policies of L+MH within thirty (30) days of such change. The notice of these changes shall be accompanied by copies of any revised policies and the notice and revised policies shall be posted on the website of L+MH simultaneously with their submission to OHCA. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	11/30/17	After obtaining original L+MH policies on charity care, indigent care, and community volunteer services, D&T will read and assess these policies on an annual basis for changes. When changes are made to these policies, we will confirm OHCA is notified (as required) and revised policies are posted to the L+MH website.	YNHHS submitted notice of modifications to policies to OHCA in accordance with Condition 10 on 11/30/17.

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32033-CON Condition 32e	Affirmation that L+M has adopted the YNHHS Financial Assistance Program Policies currently in effect as of the date hereof, and that such Policies, if amended, provide assistance to patients that is at least as generous as the YNHHS Financial Assistance Program Policies currently in effect as of the date hereof.	5/31/17 & 11/30/17	For 15-32033-CON Condition 32 requirements a through e and g, D&T will obtain a copy of YNHHS's Management Representation to OHCA that Condition 32 requirements a through e and g have been met.	YNHHS submitted documentation to OHCA in accordance with Condition 32e including financial assistance policies on 5/31/17 and 11/30/17.  If future changes to policies are made, Independent Monitor will obtain YNHHS management representation that such policies are at least as generous as the YNHHS Financial Assistance Program Policies currently in effect.
15-32033-CON Condition 27	L+M shall continue to recognize all collective bargaining units currently organized at an L+M affiliate, and honor the collective bargaining agreements currently in place.	5/31/17 & 11/30/17	D&T will obtain a copy of YNHHS's Management Representation to OHCA that 15-32033-CON Condition #27 has been met.	YNHHS submitted a Management Representation to OHCA in accordance with Condition 27 on 5/31/17 and 11/30/17.
15-32033-CON Condition 32g	Affirmation of the labor and employment commitments described herein, including but not limited to L+M's service sites continued honoring of collective bargaining agreements in place as of the date hereof.	5/31/17 & 11/30/17	See others below	YNHHS submitted a Management Representation to OHCA in accordance with Condition 32g on 5/31/17 and 11/30/17.

CONFIDENTIAL– DO NOT DISCLOSE *Note – documentation has been referenced per YNHHS's submissions to the Monitor mailbox, as OHCA compliance webpage does not include 5/31/17 or 11/30/17 submissions.*

This document was created pursuant to the engagement letter dated November 7, 2016 between Deloitte & Touche LLP (“D&T”) and Yale New Haven Health Services Corporation and its subsidiaries, and D&T understands that this document will be shared with the Connecticut Office of Health Care Access (“OHCA”) in its capacity as regulator. This document is not intended to be and should not be relied on by any other person or entity. D&T and its affiliated and related entities shall not be responsible for any loss sustained by any person or entity that relies on this document.

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32033-CON Condition 28	Employees of any L+M affiliate shall not be required to reapply for their positions as a result of the affiliation. To the extent that any L+M employees leave their employment at L+M service sites within ninety days following the Closing Date and obtain employment with a YNHHS affiliate, such employees' seniority shall be preserved (e.g., eligibility for benefits consistent with total years of service).	5/31/17 & 11/30/17	D&T will obtain a copy of YNHHS's Management Representation to OHCA that 15-32033-CON Condition #28 has been met.	YNHHS submitted a Management Representation to OHCA in accordance with Condition 28 on 5/31/17 and 11/30/17.
15-32032-CON Condition 6	Employees of any L+M affiliate shall not be required to reapply for their positions as a result of the affiliation. To the extent that any L+M employees leave their employment at L+M service sites within ninety days following the Closing Date and obtain employment with a YNHHS affiliate, such employees' seniority shall be preserved (e.g., eligibility for benefits consistent with total years of service).	5/31/17 & 11/30/17	D&T will obtain a copy of YNHHS's Management Representation to OHCA that 15-32033-CON Condition #28 has been met.	YNHHS submitted a Management Representation to OHCA in accordance with Condition 6 on 5/31/17 and 11/30/17.
15-32033-CON Condition 29	L+MH shall maintain its current wage and salary structures for its non-bargaining or non-represented employees based on hospitals of similar scope, size and market conditions in Connecticut.	5/31/17 & 11/30/17	D&T will obtain a copy of YNHHS's Management Representation to OHCA that 15-32033-CON Condition #29 has been met.	YNHHS submitted a Management Representation to OHCA in accordance with Condition 29 on 5/31/17 and 11/30/17.
15-32033-CON Condition 30	L+M and YNHHS shall use their best efforts to achieve efficiencies through the management of vacancies and attrition and to minimize the elimination of individuals' jobs.	5/31/17 & 11/30/17	D&T will obtain a copy of YNHHS's Management Representation to OHCA that 15-32033-CON Condition #30 has been met.	YNHHS submitted a Management Representation to OHCA in accordance with Condition 30 on 5/31/17 and 11/30/17.

Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32033-CON Condition 17	For three (3) years following the Closing Date, the Applicants shall hold a meeting of the YNHHS Board and L+M Board ("Joint Board Meetings") at least twice annually. Such Joint Board Meetings shall be followed by a meeting to which the public is invited in advance and at which the public is informed of L+MH's activities and afforded an opportunity to ask questions and make comments. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.	Twice a year	To confirm compliance with this provision, D&T will obtain minutes from these Joint Board Meetings and confirm notice of the public meetings is posted with proper notice. D&T will attend the public meetings as part of the Monitor role.	D&T reviewed materials <sup>3</sup> from the Joint Board Meetings of the YNHHS Board and L+MH Board for meeting date 5/8/17 and 11/27/17, in accordance with Condition 17. The next Joint Board Meeting is scheduled for 2/26/18.
15-32033-CON Condition 24	L+M and YNHHS shall not convert any L+M physician offices (including those that will be merged into NEMG) to hospital-based status.	5/31/17 & 11/30/17	D&T will obtain a copy of YNHHS's Management Representation to OHCA that 15-32033-CON Condition #24 has been met.	YNHHS submitted a Management Representation to OCHA in accordance with Condition 24 on 5/31/17 and 11/30/17.
15-32033-CON Condition 32d	Affirmation that no L+M physician office has been converted to hospital-based status.	5/31/17 & 11/30/17	D&T will obtain a copy of YNHHS's Management Representation to OHCA that 15-32033-CON Condition #32d has been met.	YNHHS submitted a Management Representation to OCHA in accordance with Condition 32d on 5/31/17 and 11/30/17.
15-32032-CON Condition 5	L+M and YNHHS shall not convert any L+M physician offices (including those that will be merged into NEMG) to hospital-based status.	5/31/17 & 11/30/17	D&T will obtain a copy of YNHHS's Management Representation to OHCA that 15-32033-CON Condition #24 has been met.	YNHHS submitted a Management Representation to OCHA in accordance with Condition 5 on 5/31/17 and 11/30/17.

<sup>3</sup> No minutes were created for the 5/8/17 Joint Board Meeting – Deloitte reviewed an agenda write up of topics discussed and Cathy Zall, the Community Representative to the Board, provided an update during the July 6, 2017 Public Forum. Minutes from the 11/27/17 meeting were reviewed in draft and subject to edit by YNHHS until finalized at the next Joint Board Meeting on 2/26/17.

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Condition Number	Condition Description	Milestone Date	D&T Procedure	Independent Monitor Observations
15-32032-CON Condition 7b	<p>Every six months (the "six month reports") until September 30, 2018 and each year thereafter (each an "annual report"), YNHHS shall submit notarized reports to OHCA for the periods of October 1 through March 31 (due May 31st) and April 1 through September 30 (due November 30th) certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:</p> <p>Affirmation that no L+M physician office has been converted to hospital-based status.</p>	5/31/17 & 11/30/17	Refer to procedures for 15-32033-CON Condition #32f above.	<p>YNHHS submitted reporting to OHCA in accordance with Condition 32f on 5/31/17 and 11/30/17.</p> <p>The milestone dates for the six-month report are 5/31/17 and 11/30/17 for 15-32033-CON Condition 32f, 15-32032-CON Condition 7c, 15-32032-CON Condition 7b.</p>
15-32033-CON Condition 25	L+M shall attain cost savings as a result of the affiliation with YNHHS as described in the CON application.	5/31/17 & 11/30/17	D&T will obtain and read YNHHS's reporting created per 15-32033-CON condition #32f.	YNHHS provided reporting to OHCA in accordance with Condition 25 on 5/31/17 and 11/30/17.

## User, OHCA

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**From:** Cotto, Carmen  
**Sent:** Monday, February 05, 2018 12:09 PM  
**To:** User, OHCA  
**Cc:** Roberts, Karen  
**Subject:** FW: Yale/L&M Docket Numbers 15-32032 and 15-32033\_Compliance Material Submission

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**From:** Cotto, Carmen  
**Sent:** Monday, February 5, 2018 11:59 AM  
**To:** 'ksauders@deloitte.com' <ksauders@deloitte.com>  
**Cc:** Capozzalo, Gayle (Gayle.Capozzalo@ynhh.org) <Gayle.Capozzalo@ynhh.org>; Roberts, Karen <Karen.Roberts@ct.gov>; Martone, Kim <Kimberly.Martone@ct.gov>  
**Subject:** Yale/L&M Docket Numbers 15-32032 and 15-32033\_Compliance Material Submission

Dear Kelly:

Please address the following in reference to Docket number 15-32032 and 15-32033:

- 1) OHCA is requesting that all compliance filings from the hospital staff, first go to you, as the Independent Monitor (“IM”), and then you file the material with OHCA. This will provide OHCA with verification that you have reviewed the material to determine compliance to the order prior to OHCA’s review of the material. The submission of compliance documents by the hospitals’ staff directly to OHCA and only copied to you does not allow OHCA to clearly identify the IM’s involvement in the process of reviewing and submitting the documents.

Please continue to reference the CON docket number in the subject line of the email when transmitting and submit your responses via electronic mail by using the OHCA general email inbox which is [OHCA@ct.gov](mailto:OHCA@ct.gov).

You may contact me at (860) 418-7039 or Karen Roberts, Principal Health Analyst at (860) 418-7041, if you have any questions regarding this request.

Sincerely,  
Carmen

Carmen Cotto, MBA  
Associate Health Care Analyst  
Office of Health Care Access  
Connecticut Department of Public Health  
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[www.ct.gov/dph](http://www.ct.gov/dph)