AGREED SETTLEMENT

IN THE MATTER OF:

Applicants: **Northwell HS, Inc.**, 2000 Marcus Avenue, New Hyde Park, NY 11042
Nuvance Health, 100 Reserve Road, Danbury, CT 06810

Docket Numbers: **24-32717-CON**

Project Titles: **(1) Transfer of Ownership of a Health Care Facility (Hospitals); and (2) Transfer of Ownership of a Large Group Practice**

WHEREAS, Nuvance Health and Northwell HS, Inc. (the "Applicants") have sought Certificate of Need ("CON") approval from the Office of Health Strategy ("OHS") in connection with a proposed affiliation transaction (the "Affiliation") whereby Northwell HS, Inc. will become the sole corporate member and corporate parent of the Nuvance Health corporation (the "Proposal");

WHEREAS, Northwell HS, Inc. is an affiliate corporate entity of Northwell Health, which is a nonprofit health care organization that consists of Northwell, Inc. (Northwell's sole corporate member) and its integrated health care system, including twenty-one (21) hospitals in New York State and no hospitals in Connecticut;

WHEREAS, if the Affiliation is consummated, Northwell, Inc. which will be the ultimate corporate parent entity and will change the legal name "Northwell HS, Inc." to "Northwell Health System, Inc.";

WHEREAS, Northwell HS, Inc. has a primary business and mailing address of 2000 Marcus Avenue, New Hyde Park, New York 11042;

WHEREAS, Nuvance Health is a New York not-for-profit corporation registered in New York under the name "Nuvance Health" and qualified to do business in Connecticut under the name "Nuvance Health Inc.";

WHEREAS, Nuvance Health is currently the ultimate corporate parent entity to Health Quest Systems, Inc., which includes four (4) hospital systems (CT: Vassar Health Connecticut, Inc. d/b/a Sharon Hospital; NY: Northern Dutchess Hospital, Putnam Hospital Center d/b/a Putnam Hospital, Vassar Brothers Hospital d/b/a Vassar Brothers Medical Center) and Western Connecticut Health Network, Inc., which includes two (2) hospital systems (The Danbury Hospital [inclusive of its New Milford Hospital campus] and The Norwalk Hospital Association, Inc. d/b/a Norwalk Hospital) as well as a medical foundation named Nuvance Health Medical Practice CT, Inc. ("NHMP CT");

WHEREAS, Nuvance Health has a primary business and mailing address of 100 Reserve Road, Danbury, Connecticut 06810;

WHEREAS, even though Northwell Health does not have a large group practice (i.e., medical foundation) in Connecticut and the Affiliation will not result in an immediate merger of the Applicants' medical foundations, the transfer of ownership of NHMP CT is part of the larger health systems transaction such that Northwell Health will have control over NHMP CT, so OHS has determined it is appropriate to consider the medical foundation transfer as part of the larger health systems transaction;

WHEREAS, the Applicants have entered into an Affiliation Agreement that will not result in a direct change of ownership of Nuvance Health's Connecticut hospitals (inclusive of New Milford Hospital) (the "CT Hospitals") following the affiliation, but will instead result in the following:

- Northwell, Inc. and Northwell HS, Inc. become parent entities of Nuvance Health.
- Along with this, the following will occur with respect to the entities' Boards for a transition period of five (5) years following the Closing Date of the Affiliation (the "Transition Period"):
    - Northwell, Inc.'s Board of thirty-six (36) to thirty-eight (38) will expand to forty-two (42) to forty-four (44) directors. It will include Northwell Health's current Board plus Nuvance Health's current Board Chair and five (5) directors from Nuvance Health's current Board.
    - Northwell HS, Inc.'s Board will be the same as Northwell, Inc.'s Board; they will be "mirror boards."
    - Nuvance Health's Board will expand from eighteen (18) to twenty-five (25) directors. It will include the current Nuvance Health Board plus six (6) Northwell Health-appointed directors and Northwell Health's President & CEO.
    - Nuvance Health and Nuvance Health's hospital Boards will be "mirror boards."
    - Individuals who currently serve on one (1) of the three (3) existing Nuvance Health Connecticut hospital boards will transition to a community advisory board of the local hospital, which will not retain decision-making authority.
    - Nuvance Health's corporate structure otherwise remains unchanged.
- At the end of the Transition Period, Nuvance Health will continue to exist and the composition of Nuvance Health's board will be the same as the Northwell Inc. and Northwell H.S. Inc. boards. The process and procedure that Northwell Health's Board follows for the selection and appointment of its chairperson will remain the same. In addition, the local hospital advisory boards will exist after the Transition Period.

WHEREAS, at the time of the execution of this Agreed Settlement, the Affiliation Agreement dated February 28, 2024 (the "Affiliation Agreement") remains in effect;

WHEREAS, the following transpired with respect to the proposed Affiliation:

1. The Applicants published notice of their intent to file the CON Application in the *Danbury News-Times* (Danbury and New Milford) and the *Norwalk Hour* (Norwalk) on May 9, 10,

and 11, 2024, in which they indicated that they would be submitting their Application as required by Connecticut General Statutes ("C.G.S.") § 19-638;[1]
2. On May 31, 2024, the Health Systems Planning unit ("HSP") of OHS received the Application;
3. The Applicants stated that the expected capital expenditure associated with the Proposal is $0.00;
4. On September 25, 2024, OHS deemed the Application complete; and
5. OHS conducted a hearing on the Application pursuant to C.G.S. § 19a-639a(f)(1) on November 6, 2024;
6. The Applicants and OHS (the "Parties") entered into a Settlement Negotiation Waiver and Confidentiality Agreement on January 31, 2025; and
7. OHS closed the hearing record on April 7, 2025.

WHEREAS, CON applications are decided on a case-by-case basis and do not lend themselves to general applicability due to the uniqueness of the facts in each case;

WHEREAS, OHS has determined that the evidence in the record supports the following with respect to the CON guidelines and principles set forth in C.G.S. § 19a-639(a):

1. C.G.S. § 19a-639(a)(1) is not applicable;
2. C.G.S. § 19a-639(a)(2) is not applicable;
3. C.G.S. § 19a-639(a)(3) is not applicable;
4. C.G.S. § 19a-639(a)(4) is met;
5. C.G.S. § 19a-639(a)(5) is not met;
6. C.G.S. § 19a-639(a)(6) is met;
7. C.G.S. § 19a-639(a)(7) is met;
8. C.G.S. § 19a-639(a)(8) is not applicable;
9. C.G.S. § 19a-639(a)(9) is not met;
10. C.G.S. § 19a-639(a)(10) is not applicable;
11. C.G.S. § 19a-639(a)(11) is met; and
12. C.G.S. § 19a-639(a)(12) is not met;

WHEREAS, OHS has also determined that the evidence in the record supports the following with respect to the guidelines and principles set forth in C.G.S. § 19a-639(d):

1. C.G.S. § 19a-639(d)(2)(A) is met; and
2. C.G.S. § 19a-639(d)(2)(B) is met;

WHEREAS, OHS has also determined that the evidence in the record supports the conclusion that the Application would be denied pursuant to C.G.S. § 19a-639(d)(3) and/or C.G.S. § 19a-639(d)(4) absent the imposition of certain conditions as set forth in this Agreed Settlement;

[1] The newspaper notice did not specify the subsections of the statute, but the Application later referenced C.G.S. § 19-638(a)(2) and (3).

WHEREAS, the Applicants believe all guidelines and principles have been met and absent this Agreed Settlement, would reserve all rights to contest any adverse findings in connection with the Application;

WHEREAS, the Parties desire to fully resolve this matter without further proceedings;

WHEREAS, the Applicants, in consideration of this Agreed Settlement, have chosen to forego further proceedings;

WHEREAS, this Agreed Settlement is a revocable offer of settlement that may be modified by mutual agreement of all the Parties and/or withdrawn at any time prior to its being signed by the Applicants and the OHS Commissioner or her designee.

NOW, THEREFORE, the Parties hereby stipulate and agree to the following:

General Conditions

1. The Applicants' Proposal is approved under C.G.S. §§ 19a-639(a) and (d), as applicable, subject to these enumerated conditions.[2]

2. OHS's agreement to enter into this Agreed Settlement assumes that the Affiliation Agreement remains in effect at the time of the execution of this Agreed Settlement. If the Affiliation Agreement does not control at any time on or before the Closing Date, or if any of the terms or conditions of the Affiliation Agreement have been renegotiated on or before the Closing Date, in ways that OHS determines would have materially affected OHS's review of the Application under the applicable CON criteria, OHS shall have the option of renegotiating pertinent conditions of this settlement or unilaterally terminating the Agreed Settlement. Any newly proposed or modified conditions shall be subject to the Applicants' agreement in any modified Agreed Settlement. The Applicants agree to provide OHS any new agreement, as well as any supplement or amendment to the Affiliation Agreement, within ten (10) business days of the Applicants' execution of such document and in any event no later than twenty (20) business days before the scheduled Closing Date. OHS shall not unreasonably withhold its review and approval and shall respond no later than ten (10) days after receipt.

3. Within thirty (30) days of the execution of this Agreed Settlement, the Applicants shall provide OHS with the name and contact information for the individual(s) responsible for submitting compliance documents and responding to compliance inquiries from OHS regarding this Agreed Settlement.

4. The Applicants shall submit a notice to OHS of the effective date of the Affiliation within thirty (30) days of the Closing Date. Such notice shall be accompanied by final execution copies of all agreements necessary to effectuating the Affiliation, along with their exhibits,

[2] Unless otherwise indicated, the conditions set forth in this Agreed Settlement only apply to OHS and the Applicants' Connecticut entities.

schedules and all other attachments, in unredacted form. These documents shall include, but not be limited to:

a. The Affiliation Agreement if revised, altered, or supplemented in any way from the original signed version; and
b. Certificate of Incorporation documents, Bylaws and similar governance documents for each of the CT Hospitals.

The Applicants shall submit a notice to OHS of the effective date of the conclusion of the Transition Period within thirty (30) days of the end of the Transition Period.

5. If NHMP CT undergoes a transfer of ownership or otherwise merges with Northwell Health's medical foundation at any time in the future, CON approval will be required. For avoidance of confusion, "transfer of ownership" shall have the same meaning as such term is defined in C.G.S. § 19a-630.

6. The Applicants agree to comply with the following and as they may be amended from time to time, provided, however, that nothing herein shall expand OHS' enforcement rights beyond those set forth in C.G.S. § 19a-653 or create enforcement rights in any third party:
   a. OHS's Policies and Procedures Relating to the Submission and Treatment of Confidential Information (January 19, 2024);[3]
   b. The October 22, 2024 agreement between Northwell Health and Save Sharon Hospital, Inc. (attached hereto as **Attachment A**);
   c. the August 23, 2024 Agreement of Assurances ("AOA") between the Applicants and the Attorneys General for the States of Connecticut and New York (attached hereto as **Attachment B**), and shall submit the same annual certificate of compliance and accompanying documentation described in Paragraph 23 of the AOA to OHS and the IM simultaneously with their submission to the Attorneys General;
   d. New York's Best Practices Agreement for hospital financial assistance and medical debt collection policies (attached hereto as **Attachment C**), but as applied to their Connecticut operations;
   e. C.G.S. § 38a-477i regarding prohibitions on contract provisions containing all-or-nothing clauses, anti-steering clauses, anti-tiering clauses or gag clauses;
   f. C.G.S. § 20-14p regarding covenants not to compete for clinicians;
   g. The Applicants' commitment in the CON application to implement the EPIC electronic health record system across Nuvance Health (NH0019-20);
   h. The Applicants' commitment in the CON Application to implement an enterprise-wide health information and data technology system across Nuvance (NH0020);
   i. The Applicants' commitments in the CON Application to enhance employee and clinician recruitment and retention (NH0021); and
   j. The Applicants' commitments in the CON Application and at the public hearing to preserve and enhance the services offered at the Nuvance Hospitals (*see e.g.,* NH0048, NH0680-82, NH0733-36).

[3]Available at: https://portal.ct.gov/ohs/pages/confidential-information?language=en_US

Independent Monitoring and Reporting

7. Section 19a-639(e)(3) of the General Statutes requires OHS to engage the services of a post-transfer compliance reporter (the "Independent Monitor" or "IM"). The Applicants will propose an IM for OHS review and approval. The IM shall be responsible for monitoring the Applicants' compliance with all of the conditions set forth in this Agreed Settlement and shall produce a schedule of required reports and data to be shared with OHS during the performance period. The Applicants shall be solely responsible for payment of the costs associated with the engagement of and services performed by the IM, not to exceed the statutory cap.[4] OHS shall submit the IM invoices to the Applicants, who shall pay such invoices within ninety (90) days of receipt.

   The IM shall be engaged for a period of five (5) years following the Closing Date. The Applicants shall provide the IM with appropriate access to the CT Hospitals, and any applicable data, documents or records requested – including, but not limited to, confidential and commercially sensitive information and documents to the extent relevant and necessary to complete the IM's tasks such as information necessary to confirm the rates applicable in the payer contracts – in order to enable the IM to fulfill its functions hereunder. The IM shall consider all available information in assessing compliance with the conditions set forth in this agreement.

8. The IM shall report directly to OHS, though none of the Parties shall have substantive oversight on the IM's preparation of reports. For the first three (3) years following the Closing Date, the IM shall produce a semi-annual report on the applicants' adherence to this Agreed Settlement, and for the remainder of the IM engagement period shall produce an annual report. To assess adherence to this Agreed Settlement, the IM shall: (1) collect data from, and if necessary, conduct on-site visits of, the Applicants and the CT Hospitals to assess adherence to this Agreed Settlement; and (2) meet with the communities of each of the CT Hospitals as needed to complete their assessment, but in any case not less than annually. OHS may inspect any such reports, data, notification, information or other filings and may post any such information consistent with OHS's Policies and Procedures Relating to the Submission and Treatment of Confidential Information to the public CON docket for this matter. The IM shall furnish written reports of their assessments to OHS and the Applicants simultaneously within thirty (30) days of the completion of each review. Such reports shall be comprehensive and shall include a discussion of the Applicants' ongoing compliance with all aspects of this Agreed Settlement. After receipt of such report, each individual hospital and the Applicants shall have the opportunity to review and provide written responses to the report within sixty (60) days of the issuance of each IM report. Any such response also must be filed with OHS. As OHS deems necessary, the IM shall meet with OHS personnel to discuss the written report as well as any responses received and shall perform additional periodic reviews arising out of such responses received or relevant to the report or conditions herein as directed by OHS. The IM's report as submitted to OHS and the Applicants' or hospitals' response thereto shall be uploaded to the public CON

[4] For avoidance of any confusion, there will be one annual statutory cap of $200,000 for each of the CT Hospitals (excluding New Milford Hospital), for an annual total of $600,000 to be divided equally between the hospitals.

docket for this matter consistent with OHS's Policies and Procedures Relating to the Submission and Treatment of Confidential Information.

The CT Hospitals shall each hold a public forum in their respective communities, within sixty (60) days following the receipt of each IM report, to provide public review and comment on the IM's reports and findings as provided to OHS. These public forums may serve as the two (2) semi-annual community meetings required to take place in each community by Condition 13 (for a total of six [6] meetings annually between the three [3] communities) provided such meetings comply with all requirements of Condition 13.

OHS and the IM shall keep all information and records of the Applicants that are subject to the exemptions set forth in C.G.S. § 1-210 confidential and non-public.

9. If the IM determines that the Applicants or any of the CT Hospitals are substantially out of compliance with any of these conditions, the IM shall notify OHS and the relevant Applicant parties in writing via email regarding the perceived deficiency. Within sixty (60) days of such notice, the IM shall convene a meeting with representatives from OHS, as well as the implicated parties, for the purpose of determining compliance, allowing the implicated parties an opportunity to provide additional information, and deciding the appropriateness of implementing a performance improvement plan ("PIP"). If OHS issues a PIP, the IM may convene additional meetings or conduct on-site visits of the implicated hospital(s) at thirty (30) day intervals until it is satisfied that the implicated hospital(s) are no longer out of compliance with these conditions. If, after ninety (90) days from the date of the issuance of the PIP, the IM believes the parties remain out of compliance, it shall report this in writing to OHS and the Applicants. Thereafter, OHS shall determine whether such non-compliance has had a negative material impact and what remedy is reasonably necessary to bring the implicated parties 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, C.G.S. § 19a-642 and the right to impose and collect a civil penalty under C.G.S. § 19a-653.

   In the event that the monitoring period is scheduled to end after the IM has determined that there is substantial non-compliance but before such non-compliance has been resolved to the satisfaction of OHS, the monitoring period for the non-compliant condition may be extended in OHS's discretion for up to one (1) year after any non-compliance is resolved.

Community Representation, Involvement and Governance

10. Maintain community representation on hospital boards during the Transition Period: For the entirety of the Transition Period, Nuvance Health shall ensure community representatives from Connecticut communities in which it operates the CT Hospitals (Norwalk, Danbury and Sharon)[5] shall serve as voting members on the Nuvance Health Board of Directors or

[5] For avoidance of confusion, "community" means each CT Hospital's specific primary service area ("PSA"). The Statewide Health Care Facilities and Services Plan (2025) (the "Plan") defines a PSA as the "geographic area (by town), for the service location in the application, consisting of the lowest number of contiguous zip codes from

equivalent governing body, with rights and obligations consistent with the other voting members on the Board. Such community representatives shall not be local hospital leadership representatives. If Nuvance Health is already in compliance with this requirement, it shall provide notification to OHS within thirty (30) days of the Closing Date that includes the name and resume or curriculum vitae of each community representative.

However, if complying with this condition requires that Nuvance Health appoint new directors to its Board (excluding the six [6] Northwell Health-appointed directors and Northwell Health's President & CEO), the community representatives shall be selected in a manner that ensures the appointment of unbiased individuals who will fairly represent the interests of the communities served by the CT Hospitals. During this period, for each individual being considered as a community representative for the Board, Northwell Health shall notify OHS in writing of the individual's name, qualifications, and the rationale for their appointment. Once Northwell has chosen an individual and such individual agrees to join the Nuvance Health Board, Northwell Health shall provide notification to OHS within thirty (30) days of such appointment.

Northwell Health shall ensure that three (3) director(s) that will serve on Northwell Health's Board will be CT representatives.

11. Maintain community representation after the Transition Period: After the Transition Period, Northwell Health shall include at least three (3) permanent board seats for community representatives from CT to serve as voting members on its Board of Directors or equivalent governing body, with rights and obligations consistent with the other voting members on the Board. At least two (2) of the CT members shall reside in one (1) or more of the CT Hospitals' communities.

    Nothing in this section shall be construed as limiting the Applicants from including more than the above number of community representatives on the Board(s), provided that the same requirements of selection and notification are met as stated above.

12. The Applicants shall each ensure that all Board meetings during and after the Transition Period are held in a manner to allow full participation of the CT representative(s).

13. For the entirety of the Transition Period, each of the CT Hospitals (Norwalk, Danbury [including New Milford] and Sharon) shall coordinate with the IM to hold a minimum of two (2) community meetings per year. If the IM requirement is extended under C.G.S. § 19a-639(e)(2), additional meetings per year of the extension will be held for the duration of the extension. For Danbury Hospital and Norwalk Hospital only, the first community meeting must occur within ninety (90) days of the Closing Date.

    The Applicants shall provide at least two (2) weeks' advance notice to OHS, the IM and the public of the date and time for each meeting. The CT Hospitals shall post such notices on

---

which the applicant draws at least 75% of its patients for this service at such location." Accessed online: https://portal.ct.gov/ohs/-/media/ohs/hsp/ohs-statewide-health-care-facilities-and-services-plan--march-15-2025.pdf (last accessed April 4, 2025).

each of their websites as well as in hard copy near the entrance to each such hospital (including Danbury Hospital Campus' New Milford Hospital) in clear and conspicuous locations that are easily accessible by members of the public. Additionally, the Applicants shall schedule each meeting at a convenient time and location for the public and shall also simultaneously host and record the meeting via electronic means. During these meetings, the public shall be afforded an opportunity to ask questions and make comments. Each of the hospitals shall provide members of the public the same opportunities regardless of whether they are attending in-person or remotely via electronic means. Within two (2) weeks of each such meeting, each hospital shall make the video recording of the meeting available to the public via its website by either posting the videos themselves or links to the videos if hosted on a different site (e.g., YouTube).

For the first three (3) years following the Closing Date, at each of the community meetings, the IM shall conduct the meeting. For the remainder of the Transition Period, the IM shall conduct the meeting in partnership with the Applicants. Each of the hospitals shall be required to inform the public of its respective transition activities as well as its plans for acute and ambulatory care. Each of the hospitals shall be required to review its most recent Community Health Needs Assessments ("CHNAs") and their Implementation Strategies. Such review shall provide updates on investments in Community Benefits and the adoption of interventions that address the social determinants of health that are driving the health needs found in the CHNAs.[6] The IM and CT Hospitals shall solicit feedback and ensure that such feedback is sufficiently incorporated into each hospital's Strategic Plans as described in Conditions 17 and 18.

Nothing in this condition shall prevent the Applicants and the CT Hospitals from being present at the meetings, making presentations on relevant topics, responding to questions posed, and engaging in logistical planning. However, the Applicants and CT Hospitals shall not have any substantive oversight of the IM presentations, nor shall they place limitations on what an IM is permitted to say, subject to the IM's adherence to the prohibitions on the disclosure of confidential information described in this agreement.

Maintain Services

14. For a period of five (5) years from the Closing Date, the Applicants shall not terminate, reduce or relocate inpatient hospital services at any of the CT Hospitals, except that relocation within a hospital campus shall be permitted.

15. The Applicants shall continue to recognize all collective bargaining units currently recognized by Nuvance Health and its affiliates and subsidiaries,[7] and to honor the collective bargaining agreements, any amendments, any side letters and memoranda of

[6] Centers for Disease Control and Prevention, CDC's 6/18 Initiative, https://www.cdc.gov/six-eighteen/php/about/?CDC_AAref_Val=https://www.cdc.gov/sixeighteen/ (last accessed on April 4, 2025).
[7] For the avoidance of confusion, unless otherwise indicated, the Parties understand and agree that references to "Nuvance Health" in the conditions of this Agreed Settlement refer only to the Connecticut operations of Nuvance Health.

agreement currently in place, subject to their terms, conditions and any applicable federal or state laws.

16. After the Closing Date, the Applicants shall continue to employ substantially all Nuvance Health employees in substantially similar or at least equivalent positions. By "substantially all," the Parties recognize Applicants will only not continue to employ employees who (a) appear on the Department of Health and Human Services excluded individuals list; (b) appear on the Northwell Health's do-not-hire list—for example, individuals who have previously been terminated by Northwell Health for cause; and (c) individuals who leave employment voluntarily or are terminated in the ordinary course. To the extent that any Nuvance Health employees transfer their employment from any Nuvance Health service sites during the Transition Period following Closing and obtain employment with a Northwell Health affiliate or service site, such employees' seniority shall be preserved (e.g., eligibility for benefits consistent with total years of service) in accordance with Northwell Health policy and subject to the Applicant's obligations pursuant to collective bargaining agreements.

17. Within one hundred and eighty (180) days of the Closing Date, the Applicants shall file consistent with OHS' Policies and Procedures Relating to the Submission and Treatment of Confidential Information a complete copy of their Strategic Plan for acute and ambulatory care in each of the CT Hospitals' respective service areas, which shall include any and all exhibits, schedules and/or attachments. Among other topics, the Strategic Plans shall be a subject of the community meetings described elsewhere in this Agreed Settlement and shall be publicized by the Applicants in connection with such community meeting.

18. For five (5) years following the Closing Date, the Applicants shall file annually, for each of the CT Hospitals, a written report describing the achievement of the Strategic Plan components to retain and enhance healthcare services in each of the CT Hospitals' respective service areas, including with respect to physician, nurse and other key personnel recruitment, and resource commitments for clinical service programming preservation and enhancement. This filing shall be due no later than ninety (90) days after the end of the period ending September 30th, or by December 30th, beginning on the date(s) on which the Applicants submit the Strategic Plan.

Accomplishment of Strategic Initiatives and Capital Investments

19. For five (5) years following the Closing Date, the Applicants shall annually provide a written report (or reports) for each of the CT hospitals detailing the progress made towards completion of the various strategic initiatives and capital expenses or investments identified at page 19 of Ex. YY. Such reports shall be due within ninety (90) days of the completion of each fiscal year. The Capital 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 one (1) year with descriptions of each associated project;

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);
c. The funding source of the capital investment indicating whether it was drawn from operating revenue, capital contributions from Northwell Health or another source and, if funding was drawn from another source, indicating the source; and
d. A comprehensive accounting of the capital investment amounts broken down by the four (4) categories listed on page 19 of Ex. YY.

The reports shall be signed by Northwell Health's, Nuvance Health's, or the CT Hospitals' respective Chief Financial Officer(s). OHS may publish a high-level summary of each report limited to a short description of the project and the amount of associated expense. Applicants agree to prepare a draft of this summary for review by the IM and OHS, which OHS will have an opportunity to accept as is or require necessary edits for publication.

Executive Compensation

20. Within one hundred and eighty (180) days of the Closing Date, Northwell Health shall adopt and implement an executive compensation policy consistent with the process that was described during the Northwell Health executive session at the November 6, 2024 hearing. Additionally, following the Closing Date, Nuvance Health and its facilities shall be subject to the Northwell Health policies and procedures on executive compensation and fair market value under the authority of the Northwell Compensation Committee. An initial review of the executive compensation at Nuvance Health and its facilities shall be conducted within ninety (90) days of the Closing Date, and further reviews shall occur annually in conformity with the Northwell Compensation Committee schedule.

Restrictive Covenants

21. Northwell Health may retain existing covenants not to compete for Nuvance Health and NHMP CT providers (i.e., physicians, physician assistants, and advanced practice registered nurses) that are in effect on the Closing Date. Northwell Health and Nuvance Health will comply with Connecticut statutory limits on such covenants.

Charity Care and Community Benefits

22. Within one hundred eighty (180) days of the Closing Date, Nuvance Health shall adopt the Northwell Health financial assistance (charity and free care) policies or, alternatively, shall adopt other policies that are at least as generous and benevolent to the community, and are consistent with state and federal law. These policies shall be prominently posted on each of the CT Hospitals' websites and as additionally required by applicable law.

    For five (5) years after the adoption of the Northwell Health financial assistance policies, the Applicants shall not make any significant modification, amendment, or revision to their charity care and indigent care policies at the CT Hospitals that results in reductions in eligibility for charity/indigent care or the benefit levels including any changes to the benefits

at each designated percentage of the federal poverty level. Eligibility may be affected by annual updates to the federal poverty level.

23. Northwell Health shall maintain or enhance community benefit services and activities at each of the CT Hospitals for five (5) years following the Closing Date. Specifically, Northwell Health shall cause each of the CT Hospitals to annually provide equivalent community benefit excluding Medicaid expenditures, as a percentage of total expenses, as provided by each of the CT Hospitals on average across fiscal years 2022 through 2024.

24. For each of the CT Hospitals, the Applicants shall report annually for five (5) years after the Closing Date the number of individuals against whom they have taken extraordinary collection actions ("ECAs") (as defined in 26 C.F.R. § 1.501(r)-6) over the previous FY. The Applicants shall include with each report an attestation that the system-wide Northwell Health financial assistance policy (as adopted by Nuvance Health) was applied in each case before any ECA was undertaken. Such reports shall be due within sixty (60) days of the completion of each fiscal year.

Affordability of Health Care

25. The Applicants shall maintain all of Nuvance Health's CT Hospital commercial payer contracts in effect at the time of closing. After the Closing Date, the Applicants will negotiate such new contracts with new payers and contracts with existing payers whose contracts or rates are terminated or scheduled to expire, except in connection with conversion of the reimbursement under such contracts with existing payers to an APM.

26. For any price increases negotiated after the Closing Date for commercial payor contracts whose rates will take effect within five (5) years of the Closing Date (the "Price Constraint Period"), the CT Hospitals shall each comply with the terms and price constraints specified in **Attachment D**.

27. For five (5) years from the Closing Date, the Applicants and the CT Hospitals shall diligently seek to promote annual increases in the number of unduplicated patients of NHMP CT attributed to an Advanced Alternative Payment Model ("APM") in which employed physicians participating in the Northwell Health / Nuvance Health networks are accountable for quality and total cost of care. In addition, they will pursue or continue APMs with public and private payers to improve population health, reduce the rate of unnecessary cost or utilization growth, improve access to primary care, address social determinants of health and help the state achieve its vision of overall cost containment, equity, and access to high quality and affordable health care. A brief description of each applicable AAPM, number of participating physicians, number of unduplicated patients in the AAPM and annual increase in participation will be provided in the annual IM report. The Parties recognize that attribution methodologies of APMs may have an adverse effect, but the Applicants will diligently apply to APMs each year for inclusion.

28. All NHMP CT practices will diligently apply to participate in either the REACH program or the Medicare Shared Savings Program or another CMS Innovation Center model or

program applicable for such practices, following the Closing Date. NHMP CT shall make application to participate in one of the referenced programs for the duration of the Price Constraint Period absent material changes to the program, and provided that such plans have not been terminated. The Applicants shall report annually on participation under this condition to the IM for inclusion in the IM report.

29. In addition, as a supplement to the annual reporting and IM oversight, the Applicants understand and acknowledge that OHS may use the All-Payer Claims Database ("APCD") to monitor claims for inpatient and outpatient services provided to consumers at the CT Hospitals, during a given Fiscal Year.[8] If the information cannot be sufficiently separated out by hospital/campus, OHS reserves the right to request additional information be provided, such as national provider identifier (NPI) numbers, tax identification numbers (TINs), current procedural terminology (CPT) codes, and diagnosis-related group (DRG) codes, for purposes of conducting more granular monitoring and analyses.

    Each year for the duration of the Price Constraint Period, the IM will determine whether there is substantial evidence (based on the Applicants' and the CT Hospitals' annual reporting, and the IM's own review of all relevant information including, but not limited to, payer contract language, the Applicants' billing data, and APCD data supplied by OHS), of a year-to-year price growth in excess of the Price Constraint described in **Attachment D**.

    The IM shall determine whether there has been an increase in excess of the Price Constraint in any Fiscal Year. If the IM determines that there has been an increase in prices in excess of the Price Constraint, OHS may extend the Price Constraint and associated reporting period, and require that the Applicants produce a PIP to address the excessive price growth.

30. The Applicants shall not convert any of the existing CT Hospitals' outpatient, non-hospital physician offices or other facilities/providers to hospital-based status for billing or reimbursement purposes. For any future acquisition of an off-campus outpatient, non-hospital physician office, radiology facility, laboratory, dialysis center, infusion center, ambulatory surgery center or other provider type, the Applicants shall not convert those to hospital-based status for billing or reimbursement purposes. The Applicants understand and acknowledge that the intent of this condition is to ensure that new and existing off-campus non-hospital providers continue to bill as non-hospital entities and will not bill for hospital facility fees or under a hospital fee schedule. This condition shall not prevent any such conversion or establishment of a HOPD site under a hospital license if necessary for a CT Hospital to achieve any cost savings provided no hospital facility fee is billed to the patient or responsible payer.

[8] OHS acknowledges that the data available through the APCD includes Medicare, Medicaid, Medicare Advantage, fully insured and State employee plan members and many but not all self-insured plans. OHS has determined the APCD to be generally representative but acknowledges these limitations may be considered by the IM.

Financial Stability

31. For each of the CT Hospitals, the Applicants agree to separately file the following documents and information on a semi-annual basis. For purposes of this Agreed Settlement, semi-annual periods are October 1st and April 1st. The required information is due no later than ninety (90) days after the end of each semi-annual period and due dates are June 30th and December 31st. The first semi-annual filing will be due no sooner than two hundred ten (210) days from the Closing Date. These semi-annual filings should be submitted to OHS in Excel and PDF format.

    A report of financial measurements. This report shall be required for five (5) years following the Closing Date and shall be filed with OHS for each of the CT Hospitals, as well as Nuvance Health's Connecticut operations. This report shall show current year-to-date data and comparable prior year period data. The following financial measurements/indicators should be addressed in the report:

Financial Measurement/Indicators

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]
9. Credit Ratings (S&P, FITCH or Moody's)

The reports shall be signed by Northwell Health's, Nuvance Health's, or the CT Hospitals' respective Chief Financial Officer(s).

32. Transparency of corporate structure: The Applicants shall, within sixty (60) days following the completion of the first fiscal year following the Closing Date, provide a written report that:
    a. identifies all of their for-profit subsidiaries and affiliates including, but not limited to, those operating in either New York or Connecticut;
    b. explains in a general sense the manner in which these for-profit subsidiaries and affiliates directly and indirectly impact the non-profit charitable missions of the CT Hospitals; and
    c. explains in a more granular manner the specific ways in which each Connecticut for-profit subsidiary and affiliate directly and indirectly impacts the non-profit charitable missions of the CT Hospitals.

33. Maintaining ownership of hospital assets: The Applicants and the CT Hospitals for five (5) years from the Closing Date shall not engage in any sale-leaseback transactions in relation to the Nuvance Health Connecticut properties that are the three (3) inpatient acute care buildings. Any such sale-leaseback transaction after the initial five (5) years shall require approval through the CON process.

Medicaid Participation and Equitable Access

34. All of Nuvance Health's Connecticut entities that are participating in Medicaid as of the Closing Date shall maintain their participation in Medicaid. All health care providers employed by Nuvance Health who participate in Medicaid as of the Closing Date shall continue to participate in Medicaid so long as they are qualified to do so.

35. All medical providers employed by Nuvance Health or NHMP CT on the Closing Date, and any medical providers hired at any point thereafter to provide services in Connecticut, with limited ambulatory only exceptions, will apply to the Connecticut Department of Social Services ("DSS") to be credentialed as a Medicaid provider (if they are eligible for such participation) within ninety (90) days of the Closing Date or date of hire, as applicable. For any provider who is unsuccessful in getting Medicaid credentialing, the Applicants shall work expeditiously to assist the provider(s) in remedying the deficiencies that resulted in the denial, and then have such providers reapply as soon as practicable upon curing the

[9] This measure shall only be reported annually.

deficiencies. During any period in which a provider is not credentialed to be a Medicaid provider, the Applicants shall negotiate single case agreements for such provider with DSS to provide services to Medicaid clients.

On an annual basis, the Applicants shall report to the IM the number of Connecticut ambulatory providers who are excepted from the Medicaid credentialing requirements of this condition, as well as each provider's specialty and subspecialty, if applicable.

36. For five (5) years from the Closing Date, NHMP CT will measure and provide annual reports to the IM regarding Medicaid patients' access to the following medical and surgical specialty services for its affiliated physician practices within the respective CT Hospitals' PSAs including: psychiatry, medication assisted treatment for substance misuse, dermatology, otorhinolaryngology (ENT), neurology, orthopedics, pain management, cardiology and endocrinology. Such reports shall include payer mix information for each of the individual specialties listed above as well as average wait time for a new patient appointment, for all payor types. An annual report shall be provided to show wait times by payor class. Reports should be in aggregate, by specialty, for NHMP CT locations in each of the three (3) CT Hospitals' PSAs. The reports shall be filed no later than ninety (90) days after the end of each fiscal year with the first report being due no sooner than two hundred and ten (210) days from the Closing Date.

    The IM will review each report along with any other applicable data and information that DSS and OHS are able to make available. For each filing, the IM shall seek to understand whether Medicaid patients are experiencing disparate challenges accessing the identified specialty services at NHMP CT's physician practices providing the specialty services within the respective CT Hospitals' PSAs. If the IM finds that there are such challenges regarding Medicaid patients' access, the IM shall provide written notification of its finding to NHMP CT within thirty (30) days of the semi-annual report. Within thirty (30) days of such notice, NHMP CT shall submit a written plan to improve access in any of the specialty areas noted above in which opportunities for increased access have been found. NHMP CT shall comply with all terms and conditions of the final plan. Every one-hundred eighty (180) days, NHMP CT and the IM shall evaluate whether the plan results in improved access for Medicaid recipients. In the event there is no improvement, NHMP CT and the IM shall reassess the plan and make such modifications as may be needed to improve access.

    In the event that the reporting period is scheduled to end after the IM has determined that there is substantial non-compliance with the plan but before such non-compliance has been resolved to the satisfaction of the IM, the reporting period for this condition may be extended in OHS's discretion for up to one (1) year after any noncompliance is resolved.

    It is understood that nothing in this condition prohibits the IM or OHS from consulting with DSS regarding compliance with this condition. It is also understood that OHS reserves the right to pursue civil penalties pursuant to C.G.S. § 19a-653, if NHMP CT either refuses to produce or otherwise engage with the IM in the written plan or the revision process, or if the plan does not result in improved access. Nuvance Connecticut entities will use best efforts to ensure equal access to all patients, regardless of payer.

Measure and Improve Quality

37. For a period of five (5) years from the Closing Date, the Applicants shall measure and report to the IM and/or OHS annual quality measures in critical areas of inpatient and outpatient hospital performance for each of the CT Hospitals. Specifically, the Applicants shall report annually within ninety (90) days of the completion of each fiscal year, on the quality measures set forth in **Attachment E**. The reports shall provide detailed explanations for any negative changes in rates or scores from the previous year and shall include a plan of action that details how the Applicants will address them.

Other Terms of Settlement Common Across Agreed Settlements

38. This Agreed Settlement fully and completely resolves the CON application bearing Docket No. 24-32717-CON without any further proceedings.

39. This Agreed Settlement embodies the full and entire agreement between the Parties with respect to the subject matter involved herein. All previous communications and agreements, written or oral, between the Parties with regard to the subject matter of this Agreed Settlement, are superseded unless expressly incorporated herein or made a part hereof.

40. This Agreed Settlement may be considered as evidence in any subsequent proceeding or determination before OHS in which (1) the Applicants' compliance with this Agreed Settlement and/or any related Agreed Settlement is at issue, or (2) the Applicants' compliance with any state statute and/or regulation is at issue.

41. The Applicants waive any right they may have to further hearing and/or appeal on the merits of these matters.

42. This Agreed Settlement and terms set forth herein are not subject to reconsideration, collateral attack, or judicial review under any form or in any forum, including any right of review under the Uniform Administrative Procedure Act, Chapter 368z of the Connecticut General Statutes, or Regulations that exist at the time the Agreed Settlement is executed provided that this stipulation shall not deprive the Applicants of any other rights that it may have under the laws of the State of Connecticut or of the United States. The Applicants waive any right to seek reconsideration of this Agreed Settlement pursuant to C.G.S. § 4-181a without the express consent and agreement of OHS.

43. This Agreed Settlement is a matter of public record and will be reported in accordance with state and federal laws and/or regulations and OHS policy. This Agreed Settlement may be posted on OHS's website including, but not limited to, the electronic CON portal and/or any successor thereto.

44. Any extension of time, grace period, and/or modification granted by OHS in its discretion for any condition of this Agreed Settlement shall not constitute a waiver or preclude OHS's

right to take action at a later time. OHS shall not be required to grant future extensions of time, grace periods, and/or modifications.

45. All references to days in these conditions shall mean calendar days and OHS shall mean the Office of Health Strategy or its successor.

46. This Agreed Settlement represents a final agreement between OHS and the Applicants with respect to OHS Docket No. 24-32717-CON. The execution of this Agreed Settlement resolves all objections, claims, and disputes, which were either raised or could have been raised by the Applicants, about OHS Docket No. 24-32717-CON.

47. Legal notice of any action shall be deemed sufficient if sent to the Applicants' last addresses of record, as reported by the Applicants to OHS in OHS Docket No. 24-32717-CON.

48. This Agreed Settlement is effective upon the signature of the OHS Commissioner or her designee, at which time it shall become final and an Order of the OHS Commissioner with all the rights and obligations attendant thereto. OHS may enforce this Agreed Settlement pursuant to the provisions of C.G.S. §§ 19a-642 and 19a-653 if the Applicants fail to comply with its terms.

49. This Agreed Settlement shall be binding upon and enforceable against the Applicants and their successors and assigns.

50. The Parties have each had the opportunity to consult with an attorney prior to signing this Agreed Settlement.

51. Mark J. Solazzo represents that he is authorized to sign this Agreed Settlement on behalf of the Applicant, Northwell HS, Inc., and to bind it to the applicable terms and conditions contained in this Agreed Settlement.

52. John M. Murphy, M.D. represents that he is authorized to sign this Agreed Settlement on behalf of the Applicant, Nuvance Health, Inc., and to bind it to the applicable terms and conditions contained in this Agreed Settlement.

53. John M. Murphy, M.D. represents that he is authorized to sign this Agreed Settlement on behalf of the Applicant, Nuvance Health Medical Practice CT, Inc., and to bind it to the applicable terms and conditions contained in this Agreed Settlement.

IN WITNESS WHEREOF, the Parties hereto, which have caused this Agreed Settlement to be executed by their respective officers and officials, declare the execution of this Agreed Settlement to be their free act and deed.

April 7, 2025
Date

Mark J. Solazzo
Authorized Agent for
Northwell HS, Inc.
Title: President, Strategic Initiatives and Chief Operating Officer

April 7, 2025
Date

John M. Murphy, M.D.
Authorized Agent for
Nuvance Health
Title: Chief Executive Officer

April 7, 2025
Date

John M. Murphy, M.D.
Authorized Agent for
Nuvance Health Medical Practice CT, Inc.

April 7, 2025
Date

Deidre S. Gifford, MD, MPH
Commissioner
Office of Health Strategy

Attachment A

October 22, 2024 agreement between Northwell Health and Save Sharon Hospital, Inc.

Mark J. Solazzo
President, Strategic Initiatives and
Chief Operating Officer

October 22, 2024

Ms. Lydia Moore
President
Save Sharon Hospital, Inc
PO Box 475
Sharon, CT 06069

Dear Lydia:

On behalf of Northwell Health ("Northwell"), I would like to express my appreciation for the recent opportunities to meet with you and other members of the Save Sharon Hospital coalition ("SSH"). It has been informative to hear SSH's concerns and perspectives. It also has been useful to share Northwell's views on the value of the proposed affiliation with Nuvance (the "Affiliation") and its expected benefits for all of the communities served by Nuvance hospitals. In particular, Northwell has expressed its commitment to ensuring the future of Sharon Hospital as a provider of critical healthcare services to its local communities. This letter provides further affirmation of that commitment along with additional details regarding the strategies and certain of the actions that Northwell will deploy in effectuating it.

The SSH coalition has spotlighted the important role that Sharon Hospital plays in the local community as a trusted provider of clinical healthcare services as well as other social support services and infrastructure. At the same time, Sharon Hospital's significant financial and operational challenges, largely attributed to rising labor costs and the aftermath of the COVID-19 pandemic, as well as certain challenges that are specific to this particular facility and its rural location, have been well-documented. Northwell understands and is well-prepared to meet these challenges.

With 25+ years of successfully investing in and strengthening community hospitals, Northwell has turned around several hospitals that otherwise would have faced bankruptcy or closure. Northwell uses a deliberative, holistic process that allows it to strategically invest in quality, patient safety and infrastructure needs, while also establishing strong community relations and enhancing provider recruitment by these hospitals. Northwell is confident that a similar, methodological approach will help to ensure that Sharon Hospital's specific challenges are addressed in ways that allow it to become stronger and more viable, so that it can continue to meet the needs of its local community.

Northwell, together with Nuvance, has made serious and binding commitments to the community served by Sharon Hospital including in the form of the Agreement of Assurances that was entered into with the Connecticut Office of the Attorney General on August 23, 2024. Under this agreement, Northwell and Nuvance have promised that they will first preserve and strengthen, and then expand and improve, women's health and other services, including labor and delivery, at Sharon Hospital. Upon consummation of the Affiliation (i.e., because certain state and federal laws preclude Northwell from engaging in activities before

242868 v.2

2000 Marcus Avenue | New Hyde Park, NY 11042 | Tel (516) 321-6001 | Fax (516) 321-6003 | msolazzo@northwell.edu

the Affiliation has received all regulatory approval)[1] Northwell pledges to take immediate actions to effectuate this commitment. Northwell will:

a. Initiate a community needs assessment in close coordination with community stakeholders, leveraging Northwell's inhouse capabilities for such assessments as well as the knowledge and input of the local community, inclusive of members of SSH.

b. SSH will work collaboratively with Northwell to provide community and political support, advocacy, and philanthropic contributions as Sharon Hospital continues to serve in its vital role as a trusted local provider.

c. Sustain labor and delivery services at Sharon Hospital, with a dedicated effort to grow volume by attracting new patients within the existing service area and expanding the communities currently served by the hospital. To fulfill this commitment, Northwell will recruit and otherwise engage staff and physicians, provide competitive, market-appropriate compensation to staff, and offer competitive and attractive engagement vehicles to community physicians, including payment at competitive rates for the provision of on-call coverage services.

d. Maintain Sharon Hospital as a full-service community hospital, including 24/7 surgical capability and a full-service emergency department. In furtherance of this objective, Northwell intends to comply with the terms set forth in the CON Settlement Agreement between the Connecticut Office of Health Strategy and Nuvance Health, dated October 10, 2023, relating to the proposed consolidation of Sharon Hospital's intensive care and progressive care units, including by maintaining staffing levels in accordance with the CON Settlement Agreement. Northwell also will expand the telemetry monitoring capability to the entire unit to absorb future patient demand as needed.

e. Coordinate with the local medical community to introduce a new provider workforce in support of practice expansion and ongoing succession planning including in the areas of obstetrics, pediatrics, primary care, family medicine and general surgery. Northwell Health also will recruit for other medical subspecialities such as urology, neurology and pulmonary.

f. Maintain sufficient obstetrics and gynecology physician staffing levels to meet the needs of the community in a safe and proficient environment consistent with professional standards for high quality obstetrical care.

g. Use commercially reasonable efforts to include on the Sharon Hospital medical staff a minimum of two FTE obstetrics and gynecology physicians to provide obstetrical services at Sharon Hospital, subject to the availability of appropriate physicians and community need. Utilize Northwell Health's maternity service line leadership and staff to assist in providing safe coverage levels at Sharon Hospital and explore opportunities for midwifery services at Sharon Hospital and within the Sharon Hospital community.

[1] State and federal laws preclude Northwell from engaging in any "gun jumping" activities before the Affiliation has received all regulatory approval (i.e., including that of the Connecticut Office of Health Strategy) and has closed.

h. Develop and implement a comprehensive women's health service under Northwell's Katz Institute for Women's Health in and around the Sharon Hospital community. The local presence of the Katz Institute will both bolster the long-term sustainability of labor and delivery services at Sharon Hospital and increase access to women's health services in the area generally.

i. Implement a public relations and marketing campaign intended to affirm the status of Sharon Hospital and its Labor and Delivery services to the wider service area.

j. Make culturally and linguistically appropriate services available and integrated throughout Sharon Hospital, including for example providing cultural competency training.

k. Maintain and adhere to charity care policies that are as generous as those maintained at other Northwell facilities and certainly no less generous than Sharon Hospital's current charity care policies.

l. Maintain and grow a complement of local community benefit programs that are no less generous than those currently supported by Sharon Hospital as described in its most recent Schedule H of IRS Form 990.

m. Establish ongoing community relationships to bridge and bring together various local constituents, with regular town hall or community meetings open to the public.

n. Promote broad representation of various constituencies on the local community hospital advisory board, which would include a representative from SSH and enable the goal of establishing a diversity of voices and community member participation.

o. Convene periodic public meetings during which Northwell's management and the Board of Sharon Hospital will review Sharon Hospital's strategic opportunities, performance and accomplishments.

Northwell understands that SSH is eager to see immediate action to address Sharon Hospital's critical needs and thereby minimize any risk of disruption to the communities served by Sharon Hospital—and shares this desire while also recognizing that Connecticut's regulatory processes must be completed, and the affiliation must be consummated before Northwell can act. In the meantime, Northwell is grateful for SSH's ongoing support, and continuing dialogue, as regulatory review moves towards completion, the Affiliation moves towards consummation, and the real work begins following closing.

Thank you again for your thoughtful engagement with Northwell. We believe that our discussions are just the beginning of a long and fruitful relationship with SSH, and look forward to working together in support of our shared commitment to the local communities surrounding Sharon Hospital.

Sincerely,

Mark Solazzo
President, Strategic Initiatives and Chief Operating Officer

cc: Attorney Paul Knag

242868 v.2

Attachment B

August 23, 2024 Agreement of Assurances between the Applicants and the Attorneys General for the States of Connecticut and New York

OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF CONNECTICUT

OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF NEW YORK

In the Matter of the

**Investigation by William Tong,
Attorney General of the State of Connecticut,
and Letitia James,
Attorney General of the State of New York of
the Proposed Affiliation of Northwell Health,
Inc. Northwell Healthcare, Inc., and Nuvance
Health**

**AGREEMENT OF ASSURANCES
WITH NORTHWELL HEALTH, NORTHWELL HEALTHCARE, &
NUVANCE HEALTH**

This Agreement of Assurances ("Agreement") is made and entered into this 23rd day of August 2024 between the State of Connecticut, acting through the Office of the Connecticut Attorney General, ("CT OAG"); the State of New York, acting through the Office of the New York Attorney General, ("NY OAG"); Northwell Health, Inc. and Northwell Healthcare, Inc. ("Northwell"); and Nuvance Health ("Nuvance") (collectively "the Hospital Systems"). The CT OAG, NY OAG, and the Hospital Systems are collectively referred to herein as "the Parties." Northwell and Nuvance is "the Combined Entity."

In May 2024, pursuant to Chapter 35 of the Connecticut General Statutes, the CT OAG commenced an investigation concerning the competitive implications of the proposed corporate

affiliation between the Hospital Systems. In May 2024, pursuant to Section 343 of the New York General Business Law, Section 63(12) of the New York Executive Law, and the Donnelly Act, the NY OAG commenced its own investigation of the corporate affiliation between the Hospital Systems. The CT OAG and NY OAG coordinated their independent investigations, examined data and documents submitted by the Hospital Systems; reviewed outcomes from Northwell's prior hospital acquisitions, and conducted interviews of various stakeholders potentially impacted by the proposed affiliation (collectively, the activities discussed in this paragraph constitute the "Investigation").

This Agreement contains the CT OAG's and NY OAG's findings and contentions as set forth in Section I below, and the relief agreed to by the CT OAG, the NY OAG, and the Hospital Systems as set forth in Section II below.

I. CT OAG's AND NY OAG's FINDINGS

A. BACKGROUND ON THE PARTIES AND THEIR HOSPITALS

1. Northwell and Nuvance are two health systems offering inpatient general acute care ("GAC") in the geographical areas covering western Connecticut, which is defined here as Litchfield and Fairfield counties in Connecticut, and the Hudson Valley of New York, which is defined here as Putnam and Dutchess counties in New York. These Connecticut and New York counties are in close geographical proximity.
2. Inpatient GAC services include a broad array of basic hospital services that require overnight stay. GAC services include inpatient primary care services and may include some services referred to as "secondary" care. In contrast, GAC services do not include more complex and/or specialty services often referred to as tertiary or quaternary services.
3. Access to local hospital based inpatient GAC services is critical for the maintenance of

quality healthcare for residents and communities in the western Connecticut and the Hudson Valley of New York. People generally seek local care for their essential healthcare needs (especially primary care services) and prefer to utilize their local community hospital for certain services.

4. Nuvance is comprised of six (6) hospitals on seven (7) campuses—three (3) hospitals on four (4) campuses in Connecticut[1] and three (3) hospitals in New York.[2]
5. Northwell is a comprehensive, integrated health care delivery system that is comprised of twenty-one (21) hospitals across New York including Long Island, New York City, and Westchester, as well as physician practices and providers of subacute care including home care, long term care, and hospice. Currently Northwell does not have any hospitals located in Connecticut.[3, 4]
6. The hospitals other than Nuvance offering inpatient GAC in the geographic area of western Connecticut include Bridgeport Hospital, Charlotte Hungerford Hospital, Greenwich Hospital, Stamford Hospital, and St. Vincent's Medical Center.
7. The hospitals other than Nuvance offering inpatient GAC in the geographic area of the Hudson Valley of New York include Hudson Valley Hospital Center, MidHudson Regional Hospital of Westchester Medical Center, and Northern Westchester Hospital, which is owned by Northwell.
8. Both quantitative and qualitative evidence demonstrate that other more distant hospitals and

[1] Nuvance's Connecticut hospitals include Danbury Hospital, a 456-bed acute care general hospital in Danbury, Connecticut; New Milford Hospital, an 85-bed general hospital in New Milford, Connecticut that is licensed as a campus of Danbury Hospital; Norwalk Hospital, a 336-bed acute care general hospital in Norwalk, Connecticut; and Sharon Hospital, a 94-bed general hospital in Sharon, Connecticut.
[2] Nuvance's New York hospitals include Northern Dutchess Hospital, an 84-bed care general hospital in Rhinebeck, New York; Putnam Hospital, a 164-bed acute care general hospital in Carmel, New York; and Vassar Brothers Medical Center, a 349-bed acute care general hospital in Poughkeepsie, New York.
[3] Northwell has small physician group practices located at: 32 Strawberry Hill Court, Stamford, CT 06902; 80 Mill River Street, Stamford, CT 06902; and 945 Summer Street, Samford, CT 06905.
[4] Northwell and Nuvance, together with partner GoHealth, currently also operate two (2) urgent care centers in Connecticut at: 205 Main Street, Norwalk, CT 06851; 1011 High Ridge Road, Stamford, CT 06905.

healthcare systems offering inpatient GAC, particularly labor and delivery services, such as Charlotte Hungerford Hospital or Danbury Hospital, which are approximately 37 minutes to 60 minutes drive from Sharon Hospital, are not viewed as viable alternatives to Sharon Hospital by most Connecticut patients in western Connecticut.

B. NUVANCE'S FINANCIAL ISSUES LEADING TO THE PROPOSED AFFILIATION

9. The CT OAG's and NY OAG's investigation has revealed that Nuvance's financial condition has been declining for several years. The cause of Nuvance's financial issues seems to be complex and multi-faceted, including the non-actualization of benefits of the 2019 merger between Health Quest and Western Connecticut Health Network that created Nuvance, the challenging healthcare and financial environment during and after the COVID-19 pandemic, inability to invest due to financial constraints which has led to infrastructure gaps, underutilization of services, limited ambulatory network, and staffing and recruitment challenges.
10. Nuvance's financial challenges will soon impact its ability to provide local healthcare at its Connecticut and New York hospitals due to large operating losses and liquidity constraints.
11. Nuvance has made serious and ongoing efforts to address its financial challenges including by attempting to implement a Performance Improvement Plan ("PIP"), preserve cash, defer capital maintenance, and reduce capital expenditure as a result of financial decline, limiting its ability to hire and retain physicians and other critical staff.
12. In March 2023, Nuvance determined that, after several years of losses, it needed to partner with another hospital system or network. Nuvance engaged consulting firm Kaufman Hall to help evaluate and select strategic partners. Nuvance, with assistance from Kaufman Hall, considered thirty-five (35) potential partners and selected five (5) for outreach after a thorough screening process. Northwell and Nuvance entered into an Affiliation Agreement

on February 28, 2024. The Affiliation Agreement is intended to provide Nuvance with the necessary capital to make critical growth investments to achieve long term stability.

C. WITH THE RELIEF NEGOTIATED IN THIS AGREEMENT, THE HOSPITAL SYSTEMS' MERGER IS NOT LIKELY TO BE ANTICOMPETITIVE

i. Limited Competitive Overlap

13. There is current limited geographic overlap between the Primary Service Areas ("PSAs") of Northwell and Nuvance for GAC services. The overlap includes three ZIP codes in Putnam County.

14. The Proposed Affiliation will add Northwell as a competitor in the western Connecticut and Hudson Valley of New York. CT OAG's and NY OAG's Investigation concluded that any potential anticompetitive effect of the merger would be minimal and is likely to be outweighed by substantial procompetitive benefits (discussed below).

ii. Potentially Significant Procompetitive Benefits

15. The Proposed Acquisition has many potential procompetitive benefits. First, Nuvance is in a precarious financial situation. Closure or further reduction in care at Nuvance hospitals could substantially harm patient access to quality local healthcare in western Connecticut and the Hudson Valley of New York.

16. Second, during the Investigation, Northwell has made clear to the CT OAG and NY OAG its specific intention to first preserve and strengthen, and then expand and improve as feasible various clinical service lines in western Connecticut and the Hudson Valley of New York consistent with safe, evidence-based care models. More generally, Northwell has represented that it intends to bring Northwell's best-in-class clinical, operating, and financial capabilities, infrastructure, and competencies to Nuvance and the communities it serves.

17. The CT OAG and NY OAG believe that these likely benefits are substantial and meaningful

and will outweigh any harm due to increased pricing resulting from the proposed affiliation.

D. ASSURANCES

The CT OAG and NY OAG have informed the representatives of the Hospital Systems of the aforementioned concerns. To resolve those concerns, the Hospital Systems have agreed to abide by the stipulations listed below with the expectation of making such reasonable investments as may be necessary and consistent with prudent fiscal stewardship. The CT OAG and NY OAG find the stipulated agreements contained herein appropriate and in the public interests of Connecticut and New York and are, therefore, willing to accept them in lieu of continuing their investigations into the matters detailed herein.

18. Preservation, strengthening and expansion of women's health services, including maternity and Labor & Delivery services, at Sharon Hospital consistent with clinical judgment and a safe, evidence-based care model for the Term of this agreement, a period of five (5) years after the closing of the Proposed Affiliation, to allow for the provisioning of prenatal and postpartum services locally in western Connecticut. In furtherance of this objective, the Combined Entity will take meaningful steps to recruit providers to Sharon Hospital.

19. Preservation of services and staffing levels at Putnam Hospital for a period of one (1) year after the closing of the Proposed Affiliation, consistent with clinical judgment and a safe, evidence-based care model and subject to any directives from the New York Department of Health. For the Term of this Agreement, a period of five (5) years after the closing of the Proposed Affiliation, the Combined Entity will provide simultaneous notice to the New York Office of the Attorney General when communicating with the New York Department of Health regarding any potential diminution of services at Putnam Hospital.

20. Within thirty-six (36) months of the consummation of the affiliation, Northwell will make financial and operational commitments towards the installation of a unified Electronic Medical Records system across the Combined Entity, including related IT and cybersecurity expertise required for improvements of Nuvance's IT infrastructure and enhancement of data security, which is anticipated to cost or be valued in excess of $200 million.

21. The Combined Entity shall negotiate rates for reimbursement of services with payors and plan sponsors independently for both the Connecticut and New York facilities such that no payor or plan sponsor seeking to contract for hospital services in one state shall be required to include in its contract any of the Combined Entity's hospitals in the other state, and otherwise comply with the terms of Conn. Gen. Stat. § 38a-477i.

II. AGREEMENT

WHEREAS, the Hospital Systems neither admit nor deny the CT OAG's and NY OAG's Findings (listed in paragraphs 1-17) above;

WHEREAS, the CT OAG and NY OAG are willing to accept the terms of this Agreement and to discontinue their respective investigations under the Connecticut Antitrust Act, Conn. Gen. Stat § 35-24, *et. seq*; and under Section 63(12) of the New York Executive Law, and the Donnelly Act, General Business Law, § 340 *et. seq*.

WHEREAS, the Hospital Systems and the CT OAG and NY OAG each believe that the obligations imposed by this Agreement are prudent and appropriate.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Hospital Systems and the CT OAG and NY OAG, that:

22. This Agreement shall apply to Northwell and Nuvance and any of their successor entities doing business in Connecticut or New York, whether acting through their principals, directors, officers, shareholders, employees, representatives, agents, assigns, successors, parents, subsidiaries, affiliates, or other business entities, whose acts, practices, or policies are directed, in part or in whole, by either of the Hospital Systems or any successor combinations. This Agreement specifically governs the conduct of the Hospitals and their successors upon closing of the Proposed Affiliation ("Closing") and for a period of five (5) years thereafter (the "Term"). By signing this Agreement, the Hospital Systems stipulate that they forego any legal defenses to, or assertions against, the enforceability of this Assurance.

A. CONFIRMATION OF ASSERTED PROCOMPETITIVE BENEFITS

23. Northwell shall provide a certificate of compliance each year on the anniversary of the Closing to both the CT OAG's and NY OAG's Antitrust Sections regarding implementation of this Agreement of Assurances (the "Certification"). This Certification should describe the steps taken to

date and any anticipated delays in compliance.

B. MISCELLANEOUS

i. **Subsequent Proceedings:**

24. Hospital Systems agree that the Connecticut Superior Court or the New York Supreme Court have the authority to specifically enforce the provisions of this Agreement, including the authority to award equitable relief. The exclusive forums for resolving any disputes under this Agreement shall be the Connecticut Superior Court for the Judicial District of Hartford and the New York Supreme Court for New York County.
25. This Agreement shall be governed by the laws of the State of Connecticut, without regard to its choice of law rules.
26. Nothing in this Agreement shall be construed to create a waiver of the State of Connecticut's or the State of New York's sovereign immunity.
27. This Agreement constitutes the complete agreement between the CT OAG, the State of Connecticut, the NY OAG, the State of New York, and Hospital Systems and may not be amended except by a writing signed by the OAGs and Hospital Systems.
28. The undersigned individuals signing this Agreement on behalf of each Hospital System warrant that they are duly authorized by each Hospital Systems to execute this Agreement.
29. The undersigned individuals signing this Agreement on behalf of the CT OAG and the NY OAG represent that they are signing this Agreement in their official capacities and that they are duly authorized to execute this Agreement.
30. The Hospital Systems are entering into this Agreement without trial or adjudication of any issue of fact or law. No part of this Agreement shall constitute evidence against the Hospital Systems with respect to any issue of law or fact. No part of this Agreement shall be treated or construed as an admission of fact, liability or wrongdoing by the Hospital Systems.

31. This Agreement does not constitute approval by the CT OAG or NY OAG of any of the Hospital Systems' business practices and the Hospital Systems shall make no representation or claim to the contrary.

32. Each party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

ii. **Effect of Assurances**:

33. The Hospital Systems shall include in any such successor, assignment, or transfer agreement, a provision that binds the successor, assignee, or transferee to the terms of this Agreement. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the CT OAG and NY OAG. However, nothing herein shall be construed to preclude the Combined Entity from, or require prior written consent of the CT OAG and NY OAG prior to, entering into any contract or agreement for purposes of providing services or conducting activities contemplated by the Assurances set forth above.

34. Nothing contained in this Agreement is intended to create any rights in any third party beneficiary.

35. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

36. Any failure by CT OAG or NY OAG to insist upon the strict performance by the Hospital Systems of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and CT OAG or NY OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all provisions of this Agreement to be

performed by the Hospital Systems.

iii. **Communications**:

37. All notices, reports, requests, and other communications pursuant to this Agreement shall reference: "The CT OAG and NY OAG Agreement of Assurances with Northwell and Nuvance effective August 23, 2024."

iv. **Representations and Warranties:**

38. If any material representations by the Hospital Systems or their counsel during the investigation or as set forth in the Certification are later found to be materially inaccurate or misleading, this Agreement is voidable by the CT OAG or NY OAG in their sole discretion.

v. **General Principles**:

39. Unless a term limit for compliance is otherwise specified within this Agreement, the Hospital Systems' obligations under this Agreement shall continue during the Term of this Agreement. Nothing in this Agreement shall relieve the Hospital Systems of other obligations imposed by any applicable Connecticut state law, New York state law, or federal law or regulation or other applicable law.

40. Nothing contained herein shall be construed to limit the remedies available to the CT OAG and NY OAG if the Hospital Systems violate the Agreement after its effective date.

41. This Agreement may not be amended except by an instrument in writing signed on behalf of the Parties to this Agreement.

42. The Agreement and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

43. This Agreement may be executed in multiple counter parts by the Parties hereto. All counter parts so executed shall constitute one agreement binding upon all Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Each counterpart shall be

deemed an original to this Agreement, all of which shall constitute one agreement to be valid as of the effective date of this Agreement. For purposes of this Agreement, copies of signatures shall be treated the same as originals. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

44. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date of this Agreement").

STATE OF CONNECTICUT:

WILLIAM TONG
Attorney General of Connecticut

By: _____ 08/23/2024
Rahul A. Darwar
Assistant Attorney General

Nicole Demers
Deputy Associate Attorney General
Chief, Antitrust Section

Jeremy Pearlman
Associate Attorney General
Chief, Division of Enforcement & Public Protection

STATE OF NEW YORK:

LETITIA JAMES
Attorney General of New York

By: Olga Kogan 08/23/2024
Olga Kogan
Assistant Attorney General

Amy McFarlane
Deputy Chief, Antitrust Bureau

Elinor R. Hoffmann
Chief, Antitrust Bureau

Christopher D'Angelo
Executive Deputy Attorney General for Economic Justice

NORTHWELL HEALTH, INC.:

By: _____
Mark J. Solazzo
President, Strategic Initiatives and Chief Operating Officer

NORTHWELL HEALTHCARE, INC.:

By: _____
Mark J. Solazzo
President, Strategic Initiatives and Chief Operating Officer

NUVANCE HEALTH

Docusigned by:
By: _____
DD30103977ED445...
Dr. John M. Murphy
President and Chief Executive Officer

Attachment C

New York's Best Practices Agreement for hospital financial assistance and medical debt collection policies

BEST PRACTICES AGREEMENT

WHEREAS, the Parties to this Agreement—the New York State Attorney General and Northwell Health ("Northwell")—believe that healthcare should be affordable and accessible to all New Yorkers; and

WHEREAS, inability to pay for needed medical care impacts thousands of New Yorkers and disproportionately affects people who are low-income, people who are uninsured or underinsured, communities of color, immigrants, and people with disabilities; and

WHEREAS, the health care insurance marketplace leaves many families with unaffordable deductibles and uncertain coverage for medically necessary care; and

WHEREAS, inability to pay for needed medical care, and concerns about incurring unmanageable debt, causes many consumers to forego or delay necessary healthcare and to suffer financial uncertainty and stress; and

WHEREAS, the Parties to this Agreement share a commitment to assisting consumers in understanding and accessing financial assistance for medical care; and

WHEREAS, the Parties to this Agreement believe that all consumers should be treated with dignity and be provided with effective assistance in understanding their ability to obtain free or low cost care ("charity care" or "financial assistance") based upon their financial circumstances; and

WHEREAS, the Attorney General seeks to increase the transparency of financial assistance practices of non-profit hospitals across the state to ensure compliance with the charitable mission and purposes of the hospitals, as well as with New York State Hospital Financial Assistance Law and Section 501(r) of the Internal Revenue Code; and

WHEREAS, Northwell enters into this Agreement for the purpose of memorializing its commitments to uphold certain policies and practices relating to access to, the screening for and provision of financial assistance, medical debt collection, and reporting of financial assistance, and to provide a public model for effective compliance by tax-exempt hospitals with their nonprofit

mission and purpose regarding financial assistance; and

THEREFORE, Northwell and the Attorney General stipulate and agree to the entry of the following Agreement:

DEFINITIONS

A. **Amount Generally Billed ("AGB"):** the amounts generally billed for Emergency Medical Care or other Medically Necessary Services to individuals who have insurance covering such care, determined by multiplying the Gross Charges for the care by the AGB Percentage. AGB is calculated by Northwell utilizing Medicaid rates on a "Look-Back" basis, as defined by Section 1.501(r)-5 of the Department of Treasury regulations, for all its Hospital Facilities and Clinics. AGB for services provided by physicians employed by Northwell at Northwell Hospital Facilities and Clinics is calculated based on a "Look-Back" basis utilizing Medicare rates.

B. **Emergency Medical Care**: Health care services that a hospital or a physician exercising prudent clinical judgment, would provide to a patient exhibiting an Emergency Medical Condition, as defined by Section 1867 of the Social Security Act (42 U.S.C. 1395dd) (the Emergency Medical Treatment and Active Labor Act ("EMTALA")).

C. **Extraordinary Collection Action (ECA):** Collections Actions that hospital facilities exempt under 501(c)(3) of the Internal Revenue Code may take to collect payment on a medical bill pursuant to Section 1.501(r)-6 of the Department of Treasury regulations. Under this Agreement, ECAs that Northwell may take, but only with the consent of a Medical Debt Ombudsperson and after certain procedures are carried out as described in its Collection Policy (see Appendix D), include actions that require a legal or judicial process, including but not limited to (a) commencing a civil action against an individual, (b) placing a lien on an individual's property other than a primary residence, and (c) attaching or seizing an individual's bank account or any other personal property.

D. **Family Income:** Family Income as measured by Northwell includes wages, salaries, unemployment compensation, workers' compensation, Social Security, Supplemental Security Income, public assistance, veterans' payments, survivor benefits, pension or retirement income, net rents from property, net profits and fees from their own business, interest, dividends, rents, royalties, income from estates, trusts, alimony, child support and other miscellaneous sources. Family Income is determined on a before-tax basis and excludes capital gains or losses. If a person lives with a family, income of all family members (but not unrelated household members) may be considered part of Family Income. Noncash benefits, such as food stamps and housing subsidies, are not considered income.

E. **Financial Assistance**: The free or discounted care, advice and assistance in obtaining insurance coverage or payment, and guidance in accessing such care, provided to a patient for Emergency Medical Care or Medically Necessary Services pursuant to Northwell's Financial Assistance Policy.

F. **Financial Assistance Application ("Application")**: A uniform document setting forth information and documentation needed to assess a patient's Family Income. The Application may be completed by the patient or a representative for the patient, or by a Northwell Certified Application Counselor on behalf of a patient.

G. **Hospital Facilities and Clinics**: Northwell hospital facilities and clinics listed in **Appendix A**.

H. **Medically Necessary Services:** Health care services that a physician or other licensed health care provider, exercising prudent clinical judgment, would provide to or order for a patient for the purpose of evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are: (a) in accordance with the generally accepted standards of medical practice; (b) clinically appropriate; and (c) not primarily for the convenience of the patient.

I. **Plain Language Summary:** A written statement describing the Financial Assistance Policy in language that is clear, concise, and easy to understand with the aim that as much of it as practicable (given the topic and substance of the document) be drafted at a fifth-grade reading level.

J. **Third-Party Payors:** An entity, whether private or governmental, that provides reimbursement to Northwell for health care items and services provided by Northwell.

K. **Written Determination:** Northwell's written decision of a patient's Financial Assistance eligibility.

GENERAL

1. The provisions of this Agreement will apply to Northwell and to its successors, employees, assigns, contractors, representatives, and all others acting in concert or active participation with Northwell, with respect to each Northwell Hospital Facility and Clinic listed in **Appendix A** of this Agreement, including employed physicians at the Hospital Facilities and Clinics, and all third-party collection agencies and outside debt collection law firms to which Northwell refers accounts ("Contracted Agencies and Firms").

2. Northwell will report to the OAG annually on its efforts to centralize the processes and policies by which it provides Financial Assistance for services outside Northwell Hospitals and Clinics, including, as applicable, employed physicians' practices, non-hospital services (including pharmacy services, lab fees and other diagnostic testing costs), and Northwell-affiliated facilities and clinics not included in Appendix A.

3. Within thirty (30) days following the entry of this Agreement, Northwell will inform all persons associated with Northwell responsible for or involved in implementation of this agreement about the terms if its Financial Assistance and Collections Policies and the terms and conditions of this Agreement and will direct those persons and entities to comply with this Agreement. Northwell will also provide appropriate training, as deemed necessary by Northwell, to

all persons covered under this Agreement as set forth in this Agreement.

4. Northwell will implement policies and procedures to ensure that it reasonably complies with this Agreement upon the later to occur of (a) October 20, 2024 and (b) the date upon which Chap. 57, Part Y, Subpart C, Section 1 of the 2023 N.Y. Laws takes effect.

5. For 5 years following the date of entry of this Agreement, Northwell will maintain policies and procedures to ensure that it reasonably complies with this Agreement.

FINANCIAL ASSISTANCE

6. Northwell will maintain the Financial Assistance Policy attached to this Agreement at **Appendix B,** which will apply to all Hospital Facilities and Clinics, employed physicians for services rendered at the Hospital Facilities and Clinics, and Contracted Agencies and Firms.

7. Northwell will also maintain the Plain Language Summary of the Financial Assistance Policy at **Appendix C** which will be updated with any changes to the Financial Assistance Policy.

8. Northwell will provide at least thirty (30) days advance written notice to the Office of the New York State Attorney General ("OAG") of any planned change to the Financial Assistance Policy except for annual updates to the Federal Poverty Guidelines ("FPG") and any additions to the Appendices to the FAP. If the OAG believes that the proposed change to the Financial Assistance Policy would not be consistent with the purposes of this Agreement, the OAG will notify Northwell and request to meet and confer. Northwell will make a representative available to meet and confer before any changes are made.

Financial Assistance Eligibility

9. Northwell will provide Financial Assistance to New York State residents who receive Emergency Medical Care or other Medically Necessary Services at a Northwell Hospital Facility or Clinic upon finding that the individual's Family Income falls at or under 500% of the current FPG at the time of eligibility determination. Patient responsibility for the medical bill will

be discounted according to the AGB for the service(s) received at the following rates:

Family Income as % of FPG	Uninsured Patient Responsibility (% of AGB)	Underinsured Patient Responsibility (% of Patient's Cost Sharing)
200% or less	**$0**	**$0**
201% to 250%	**5%**	**5%**
251% to 300%	**10%**	**10%**
301% to 350%	**15%**	**15%**
351% to 400%	**20%**	**20%**
401% to 500%	**100%**	**100%**

10. Northwell will consider on a case-by-case basis applications for Financial Assistance by individuals who are not New York State residents or whose Family Income exceeds 500% FPG but face other financial hardship that affects their ability to pay their medical bill.

11. Northwell will accept Applications at any point before payment for a service has been completed. Applications may be made by the patient or a family member, close friend, or associate of the patient, subject to applicable privacy laws.

12. While an Application is pending, Northwell and/or a Contracted Agency or Firm will suspend all collections activity and any previously-initiated ECAs, will not refer the account to a Contracted Agency, and will not take any new ECA to collect the amount owed. Applications are considered pending between the time the Application has been received until either: (a) Northwell has determined whether the individual is eligible for Financial Assistance based on a complete Application, or (b) in the case of an incomplete Application, the individual has failed to completely respond to requests for additional information and/or documentation within a reasonable period of time given to respond to such requests, a minimum of thirty (30) days following the request.

Notification and Education of Financial Assistance

13. Northwell will make available the Application and Plain Language Summary of the Financial Assistance Policy at each Hospital Facility and Clinic web address, at each Hospital Facility's main registration or Emergency Room desk, and upon request through the Northwell

customer service and financial counseling phone lines.

14. In every bill and financial statement issued by a Hospital Facility or Clinic and at any Northwell Hospital Facility or Clinic web address where one may pay a medical bill or sign up for a payment plan, Northwell will notify patients in writing with plain and conspicuous language that Northwell provides services at a reduced cost to patients who are determined to be eligible based on financial need, whether or not they have insurance, and provide a link to the Application, along with a toll-free phone number they may call for further assistance.

15. Conspicuous notices with larger than 20-point font alerting patients to the availability of Financial Assistance and information on how to apply will also be conspicuously placed in emergency rooms, admitting and registration departments, hospital business offices, clinics, and patient financial counseling offices that are located on Northwell Hospital Facility campuses.

16. The Application and Plain Language Summary will be translated into languages (a) used to communicate, during at least five percent of patient visits in a year, by patients who cannot speak, read, write or understand the English language at the level of proficiency necessary for effective communication with health care providers, or (b) spoken by non-English speaking individuals comprising the lesser of (i) 1,000 residents or (ii) more than one percent of the primary hospital service area population. Northwell will have a procedure in place to ensure the accuracy of these translations. These translations of the Application and Plain Language Summary will be easily accessible on Northwell's website and at each Hospital Facility and Clinic campus.

17. Northwell will provide free interpretation services for any person who requires a preferred language that is not encompassed in paragraph 16 above or otherwise needs assistance in understanding the Application or Policy. Free interpretation services will also be made available to individuals with vision and/or hearing impairments.

18. Northwell will train its Hospital and Clinic intake and registration staff to communicate with patients about the availability of Financial Assistance as well as translation

services and financial counseling during intake and registration. If requested, all patients will be provided the Plain Language Summary in their preferred language during intake.

Financial Counseling

19. Northwell will maintain a dedicated financial counseling department that offers the services of certified application counselors (CACs) to assist and counsel patients in managing the financial aspects of the care they receive. CAC certification requires successful completion of state and local training courses and annual training thereafter.

20. Contact information to discuss Financial Assistance with a Northwell representative will be prominently displayed in each of the communications described above alerting patients to the availability of Financial Assistance.

21. Northwell and the Contracted Agencies and Firm's customer service phone operators (including any line that receives calls related to billing) will be trained how to notify callers about the availability of Financial Assistance and direct callers to the financial counseling department when they identify any financial hardship or difficulty paying their bill. Northwell will affirmatively notify patients of the availability of Financial Assistance when they are offered a payment plan.

22. Northwell will employ a reasonable number of CACs to meet the demand from patients for the service.

23. CACs will be trained to screen patients for eligibility for health insurance as well as Financial Assistance and assist them in the application process for each.

24. Northwell will make reasonable efforts to direct uninsured patients to the financial counseling department for assistance in applying for health insurance or Financial Assistance.

25. CACs will be trained to assist patients in identifying alternative documentation when they are unable to provide requested documentation or information for the Application. The financial counseling department will have a procedure in place to provide approval in cases where applicants do not have required documentation or seek a hardship modification to the eligibility requirements.

Processing of Financial Assistance Applications

26. Within thirty (30) days of submission of an Application, Northwell will provide a Written Determination to the individual of their Financial Assistance eligibility. If the individual is found eligible for Financial Assistance, Northwell will provide them an updated billing statement indicating the amount owed, how the amount was determined, and the applicable AGB percentage. Northwell will reimburse any amounts paid in excess of the amount determined to be owed, unless such excess is less than $5.00.

27. If the individual is found ineligible for Financial Assistance, a Written Determination will explain the reason for the denial. All Written Determinations will notify individuals of the right to appeal any determination made and instructions on how to do so.

28. If a patient disputes any determination by Northwell in the Application, whether or not they were found eligible for any Financial Assistance, they will be advised of their right to and permitted to submit an appeal within thirty (30) days of the Written Determination. Northwell will provide the individual with a written notice detailing the findings of the appeal within thirty (30) days.

29. Approved Applications for uninsured patients will remain valid for 12 months and may be used to determine eligibility for subsequent services. Financial Assistance determinations may be re-evaluated at any time information relevant to the eligibility of the patient for Financial Assistance changes during those twelve months. Northwell will apply Financial Assistance discounts at approved levels to any outstanding unpaid account the patient may have for medically necessary services without respect to date of service.

30. To process Applications, Northwell may ask patients to supply documentation of Family Income as defined in this Agreement and the Financial Assistance Policy.

31. Northwell will not consider assets when assessing Financial Assistance eligibility. Northwell may consider other patient income raised specifically for the purpose of paying medical

bills.

32. If an incomplete Application for Financial Assistance is received, Northwell will send a written notice that describes the additional information or documentation required to make an eligibility determination for Financial Assistance and provide patients thirty (30) days to supply the required information. The notice will also inform patients how they may contact a Northwell representative if they have difficulty obtaining the requested information or documentation.

33. If a patient reports that they are unable to locate certain information or documentation requested in the Application, Northwell will work with them to identify other documentation that may demonstrate their financial need. For instance, Northwell may consider whether the patient is homeless or demonstrates other evidence of financial hardship.

Presumptive Eligibility

34. Northwell will contract with a vendor that provides financial data on consumers' estimated Family Income and Federal Poverty Level without impacting their credit status. For patients who have not submitted an Application or signed up for a payment plan 365 days after the patient's first post-discharge billing statement or 60 days after referring the patient to a secondary Contracted Agency, Northwell will use data provided by the contracted vendor to determine whether the patient may be presumptively eligible for Financial Assistance ("presumptive eligibility screening").

35. Northwell will run such presumptive eligibility screenings on a monthly basis, which will result in some patients being screened shortly before the timeline discussed above and others shortly after.

36. If Northwell determines that a patient is presumptively eligible for Financial Assistance, Northwell will provide the patient with a discount in accordance with their estimated Family Income. Northwell will also notify the patient, in writing, regarding the basis for the Financial Assistance discount, and how to submit an Application to be assessed for further

Financial Assistance.

37. Northwell will take steps to explore resources that would enable it to more accurately determine a patient's financial status for purposes of presumptive eligibility screenings and determine whether such a new process enables them to conduct the presumptive eligibility screening at an earlier point in the collection process.

DEBT COLLECTION

38. Northwell will maintain the Collection Policy attached to this Agreement at **Appendix D,** which will apply to all Northwell Hospital Facilities and Clinics, employed physicians for services rendered at Northwell Hospital Facilities and Clinics, and Contracted Agencies and Firms.

39. Northwell will provide at least thirty (30) days advance written notice to the OAG of any planned change to the Collection Policy. If the OAG believes that a proposed change to the Financial Assistance Policy would be inconsistent with the purposes of this Agreement, the OAG will notify Northwell and request to meet and confer. Northwell will make a representative available to meet and confer before any changes are made.

40. Northwell will not report information about a patient to a consumer credit reporting agency or credit bureau.

41. Northwell will not require any patient to make a payment prior to receiving Emergency Medical Care.

42. If a patient is placed on one or more payment plans in connection with an approved Application under the Financial Assistance Policy, Northwell will not charge interest on the amount owed and the monthly payment(s) on the plan(s) together will not exceed 5% of the patient's gross monthly income. Patients are only eligible for payment plans if their account balance is at least $100 total, with a minimum monthly payment of $25.

43. In every document and web page permitting patients to create a payment plan,

Northwell will include a conspicuous notice about the availability of Financial Assistance. Northwell and Contracted Agency staff will be trained to notify patients that they may qualify for Financial Assistance when discussing payment plans. If a patient indicates a need for or requests Financial Assistance, they will be referred to Northwell's financial counseling department.

44. Northwell will not offer loan programs or medical credit cards to patients to resolve any medical bill.

45. Northwell will send an itemized bill to any patient who requests one within ten (10) days of the request.

46. If a patient advises Northwell or a Contracted Agency or Firm that a) the patient does not owe all or part of a bill; or b) a Third-Party Payor should pay the bill:

a. Northwell will, if warranted based on a review of the patient's account, suspend further collection efforts until Northwell confirms that a debt is, in fact, owed; and

b. Northwell will respond to the patient's concern, verbally or in writing, to confirm whether the patient owes the debt or that the applicable Third-Party Payor has already paid all amounts for which it is obligated. If the response is verbal, such response will be documented by Northwell.

Medical Debt Ombudsperson

47. Northwell will continue to employ a Medical Debt Ombudsperson (the "Ombudsperson") that it reasonably believes is qualified for such a role who is responsible for (a) reviewing and approving any ECA related to the collection of debt or judgment enforcement taken in accordance with the Collection Policy; and (b) working collaboratively across Northwell to ensure compliance with the Collection Policy.

48. The Ombudsperson will continue to report directly to Northwell's Senior Vice President, Chief Corporate Compliance Officer, who reports directly to the Audit and Compliance

Committee of the Board of Trustees, as well as be a member of the corporate Executive Audit and Corporate Compliance Committee.

49. When reviewing accounts prior to initiating ECAs, the Ombudsperson will have access to available patient account charges, consent to treatment forms, documents or recordings of patient communications with Northwell staff and Contracted Agencies, and the dates of the statements sent by Northwell to the patient. The Ombudsperson will also have access to information about a person's estimated income and Medicaid eligibility available to Northwell or contracted vendors (including those used in presumptive eligibility screening), and will search as needed public records such as available property tax records, judgments, or other liens, as appropriate, to perform the functions as described below.

Third-Party Payors

50. Northwell will not bill a patient directly for any amount that it is aware that a Third-Party Payor is obligated to pay unless the Third-Party Payor has paid the patient directly. Where Northwell is out-of-network for the patient, Financial Assistance will be made available pursuant to the Financial Assistance Policy.

51. If Northwell timely receives information about a patient's Third-Party Payor but does not timely submit a claim to the Third-Party Payor, Northwell will not hold the patient liable for the amount it would have received from such Third-Party Payor or refer the patient's bill to a Contracted Agency or Firm.

52. Northwell will provide reasonable assistance to patients in resolving insurance and coverage issues.

Third-Party Debt Collection Agencies

53. Northwell will maintain procedures to approve contracts with Contracted Agencies and Firms. Such written contracts will require the Contracted Agency or Firm to act in accordance

with the terms of this Agreement and Northwell's Financial Assistance Policy and Collections Policy.

54. Each Contracted Agency and Firm must agree that a flat commission, consisting of either a flat fee or non-escalating commission, will be its sole source of compensation.

55. Northwell will enter into a written contract directly with any Contracted Agency or Firm it uses to collect debt from patients and will not delegate the selection of any Contracted Agency or Firm.

56. Northwell will provide patients with a written notice a minimum of thirty (30) days prior to any referral to a Contracted Agency. This notice will inform patients of the availability of Financial Assistance and of any collection activity that Northwell may initiate if a patient has not paid an outstanding balance or complied with the Financial Assistance process. A copy of a Plain Language Summary of the Financial Assistance Policy will be included with such notice.

57. In addition, prior to referring any patient's account(s) to a Contracted Agency or Firm, Northwell must ensure the following:

a. At least 180 days have passed since Northwell provided the post-discharge billing statement;
b. There is a reasonable basis to believe the patient owes the debt;
c. The debt is the financial responsibility of the patient and not any known primary Third-Party Payor;
d. For patients who have not responded to prior contact, Northwell has attempted to reach the patient at every current address and phone number for the patient of which Northwell's financial services department is aware;
e. The patient has been provided a reasonable opportunity to submit an Application but has not done so;

f. Based on information available to Northwell, the patient was not eligible for Medicaid at the time services were rendered; and

g. Where a patient does not otherwise qualify for Financial Assistance and has contacted Northwell to express an inability to pay the full amount of the patient's balance in one payment, Northwell has first offered the patient a reasonable payment plan without sending to collections.

58. Northwell will require all Contracted Agencies and Firms to submit all customer complaints from Northwell patients to Northwell. Northwell will work with Contracted Agencies and Firms, as needed, to resolve such complaints.

59. Northwell will also require all Contracted Agencies and Firms to provide up-to-date lists of all subcontractors they work with on Northwell accounts, including process servers.

60. Northwell will ensure Contracted Agencies and Firms train their staff who communicate with Northwell patients about the availability of Financial Assistance. For patients who express financial hardship or an interest in applying for Financial Assistance, Contracted Agencies and Firms will provide such patients with (a) Northwell's phone number to discuss Financial Assistance; (b) Northwell's website to access an Application; and (c) if requested by the patient, a hard copy of an Application via mail or e-mail.

61. Contracted Agencies and Firm will also notify patients of the availability of Financial Assistance when they discuss payment plan options.

Extraordinary Collections Actions

62. Northwell will not initiate any ECAs on an account for a minimum of 180 days from the date that Northwell provides the first post-discharge billing statement for the care.

63. Before initiating any ECA, Northwell will provide the patient the Plain Language Summary and a written notice ("ECA Notice") that indicates that Financial Assistance is available for eligible individuals, identifies the ECAs that Northwell Health (or any Contracted

Firm) may initiate to obtain payment for the care, and states a deadline after which such ECAs may be initiated that is no earlier than thirty (30) days after the date of the ECA Notice. Northwell will also make a reasonable effort to provide oral notification about the Financial Assistance Policy and how the individual may obtain assistance with the Application process at least thirty (30) days before first initiating one or more ECAs to obtain payment for the care.

64. Northwell will not file a civil action against a patient to collect medical debt until the Ombudsperson has ensured that the following has been approved, reviewed, and, where applicable, confirmed:

a. At least 180 days have passed since Northwell provided the post-discharge billing statement and the patient does not have an Application for Financial Assistance pending with Northwell;
b. Northwell has sent the patient at least three statements informing them of the debt owed and the availability of Financial Assistance;
c. Northwell has sent the ECA Notice to the patient at the patient's last known address at least 30 days prior to initiation of the ECA;
d. There is a reasonable basis to believe that the patient owes the debt;
e. Known Third-Party Payors have been properly billed such that any remaining debt is the financial responsibility of the patient;
f. Where the patient has indicated an inability to pay the full amount of the debt in one payment, Northwell has offered the patient the opportunity to pay pursuant to a payment plan, regardless of whether the patient qualifies for Financial Assistance;
g. Northwell has given the patient a reasonable opportunity to apply for Financial Assistance;
h. The patient's estimated Family Income is more than 500% of FPG based on estimated family size;

i. The patient is not known to be an enlisted service person or veteran;

j. The patient is not known to be a Northwell Employee or covered dependent;

k. The patient is not known to be unemployed;

l. The patient is not known to be disabled or blind;

m. The patient must not have previously been approved for Financial Assistance within the last 12 months, or if they have been approved, no information relevant to the eligibility of the patient for Financial Assistance has changed during those 12 months; and

n. The patient is not known to be deemed incapacitated by a medical professional.

65. No civil action will be initiated against any debtor until Northwell has given written authorization to its debt collection attorney to commence such action. If civil action must be taken, the action will be initiated in the name of the applicable Northwell entity.

66. Northwell will not obtain a default judgment against any patient without the specific approval of the Ombudsperson. Before authorizing a motion for a default judgment, the Ombudsperson will review and confirm that there is no reasonable basis to believe that the patient:

a. Has adequately answered the complaint by calling or writing to Northwell or a Contracted Agency or Firm;

b. Is known to be sick, disabled, infirm, or elderly to potentially render the patient unable to answer the complaint; or

c. May not have received service of the complaint.

67. Contracted Agencies and Firms must have a reasonable belief that (a) the patient still owes the debt; and (b) the patient's assets, such as funds at a financial institution, are not likely to be exempt from judgment execution before taking steps to enforce a judgment.

68. If a patient submits a written claim that the patient's identified assets are exempt from garnishment or other enforcement measure, Northwell's Contracted Firm will not object to the claim

or exemption without first receiving the specific, case-by-case approval of the Ombudsperson. In deciding whether to grant such approval in a particular case, the Ombudsperson will review all information submitted by the patient in support of the patient's claim of exemption.

COMPLIANCE

69. For all individuals who request an itemized bill, Northwell's Compliance Department will review, on a quarterly basis, a sample of accounts to determine if responses were sent within 10 days.

70. Northwell's Compliance Department will review a sample of Applications determinations on a quarterly basis to ensure Applications are being processed in accordance with this Agreement.

71. Northwell's Compliance Department will confirm the certification status of a sample of CACs in Northwell's financial counseling department on an annual basis.

QUALITY ASSURANCE

Communications with Patients

72. Northwell will take steps to ensure that all communications relating to collections of a bill and patient phone call protocols are appropriate and consistent with Northwell's policies, this Agreement, and Northwell's mission statement.

73. On a monthly basis, Northwell will review a sample of customer calls both with Northwell and with Contracted Agencies and Firms to ensure compliance with Northwell policies and regulatory requirements, as well as the quality of staff's behavior and the accuracy and adequacy of information provided. Both live and recorded calls will typically be reviewed.

74. Northwell's Compliance Department will review on quarterly basis (a) a sample of customer calls to Northwell that have already been quality checked by the relevant Northwell department; and (b) a sample of customer calls to Contracted Agencies and Firms that have already been quality checked by the relevant Northwell department.

75. Northwell will maintain a system to record patient inquiries. This system will include a log of patient complaints received by its Hospital Facility and Clinic billing offices, including complaints received on its toll-free number and designated address for written complaints, regarding applications for Financial Assistance and the collection of medical debt by Northwell or by Contracted Agencies and Firms. Such records may be maintained at more than one location.

Training

76. Northwell will provide annual training for staff who interact with patients regarding billing and collections, including training on the Financial Assistance Policy and expectations for treating patients with dignity. Northwell will also provide annual training materials to Contracted Agencies and Firms on its Financial Assistance and Collection Policies, including updated copies of such policies and Application. Training topics will include (a) Financial Assistance eligibility; (b) income guidelines; (c) common questions and misconceptions about Financial Assistance eligibility; and (d) the Application process and timeline.

77. Northwell's Compliance Department will review and approve training materials in paragraph 76 above on an annual basis.

78. In addition to the annual training listed above, Northwell will inform staff who interact with patients regarding billing and collections within one month of any revisions to the Financial Assistance Policy and Collections Policy and will provide additional training as deemed necessary.

79. Northwell will also inform Contracted Agencies and Firms about any revisions to the Financial Assistance Policy and Collections Policy within one month of such revisions and will provide training materials as needed.

Other Oversight of Contracted Agencies and Firms

80. Northwell will hold monthly meetings with Contracted Agencies and Firms to review a sample of customer calls and provide feedback ("monthly reviews"). Northwell will have

procedures in place to monitor and take action when entities or individuals do not comply with Northwell's policies and expectations.

81. Northwell will perform an annual review of Contracted Agencies and Firms which will include:

a. Compliance with Northwell contracts and policies, including the Collection Policy, Financial Assistance Policy and training materials;

b. Cumulative quality assurance and performance, including creation of a scorecard and performance review compiling Northwell's findings and recommendations from monthly reviews;

c. Patient and consumer complaints submitted to the Contracted Agency or Firm, or Northwell, or complaints posted on the websites of the Consumer Finance Protection Bureau and Better Business Bureau.

Reporting to the Board of Trustees and OAG

82. Northwell will provide the following information in the material that is shared with and communicated to the members of Northwell's Board of Trustees on an annual basis, as well as to the extent applicable, during quarterly meetings of the Finance Committee of Northwell's Board of Trustees:

a. The total amount of Financial Assistance provided for the year, and a comparison of that amount with Financial Assistance totals for each of the prior two years;

b. A copy of the IRS Form 990 to be submitted for the most recent year;

c. The number of Applications processed for the year, and of that number, the number and percentage approved and denied;

d. A comparison of the number of Applications processed, approved, and denied with those numbers for each of the prior two years;

e. The number of patients for whom Northwell provided Financial Assistance during the year who are at or below 500% of FPG;

f. The number of uninsured patients that Northwell's financial counseling department enrolled in government sponsored health care insurance programs, and a comparison of that number with numbers for each of the prior two years;

g. The number of interest-free payment plans for Northwell's patients that have been initiated on an annual basis, along with a comparison of that number with the number for each of the prior two years;

h. The total amount of net expense reportable as community benefit by each Northwell organization that files IRS Form 990, based on the instructions for IRS Form 990, Schedule H, on an annual basis, and a comparison of that amount with the amounts for each of the prior two years;

i. A chart showing the breakdown of Northwell community benefit for the current year by category and entity; and

j. The annual number of patient collection matters reviewed for litigation by Northwell's Ombudsperson and outcomes of the Ombudsperson's review, and a comparison of that amount with the amounts for each of the prior two years.

83. On an annual basis, Northwell will provide the following information to the OAG covering the past year, broken down by each Northwell Hospital;

a. Information provided to Northwell's Board of Trustees pursuant to paragraph 82 above.

b. A copy of Northwell's Schedule H filings when it submits its IRS Form 990 to the IRS;

c. An annual system-wide summary of all Schedule H filings in Schedule H format;

d. The results and methodology of all presumptive eligibility assessments conducted;

e. The number of patients provided Financial Assistance at all Northwell Hospital Facilities, broken down by the level of discount provided, and amount of Financial Assistance provided;

f. The number of uninsured patients who were assisted in applying for Medicaid, Essential Plan, and Child Health Plus health plans;

g. The demographics of all patients who completed Financial Assistance Applications and/or applying for health insurance including the application decision and facility location, if available;

h. The number of patient collection matters reviewed by Northwell's Ombudsperson and the outcome of the review, including the number of matters approved for civil action or ECAs. For all matters approved for civil action, the amount of debt, the facility location and demographic information of patient, if available.

FEDERAL CHARITY CARE REPORTING

Schedule H (IRS Form 990) Reporting

84. Northwell will follow the Instructions for Schedule H ("Schedule H Instructions") published annually by the Internal Revenue Service (IRS) when calculating and reporting Financial Assistance on IRS Form 990, Schedule H ("Schedule H").

85. To calculate "Financial Assistance at Cost" (Part I, line 7a), Northwell will use Worksheet 1 in the Schedule H Instructions ("Worksheet 1"). Only charges written off pursuant to the Financial Assistance Policy will be included when calculating "Financial Assistance at Cost." Self-pay allowances may be included in the calculation of "gross patient charges written off under financial assistance policies" (Worksheet 1, line 1) only for amounts that qualified for Financial Assistance.

86. According to Worksheet 1, Northwell will calculate "Total community benefit expense" (Line 7a(c)) by converting gross patient charges written off under Financial Assistance

policies to cost using the Ratio of Patient Care Cost to Charges ("RCC"). Deductibles and copayments written off as Financial Assistance for underinsured patients will also be converted to cost for Schedule H reporting by applying the RCC. The RCC is to be calculated based on Worksheet 2 in the Schedule H Instructions ("Worksheet 2").

87. When calculating the RCC under Worksheet 2, the total (gross) expense of research, health professions education, and community health improvement services that qualifies to be reported as part of "Total community benefit expense" on Schedule H will be subtracted from the numerator of the RCC used to calculate the cost of Financial Assistance. Grants that fund community benefits (and that have been reported in "Other Operating Revenue") will only be subtracted once from the numerator of the RCC: either from the cost of "Nonpatient care activities" (Worksheet 2, line 2), "Total community benefit expense" (Worksheet 2, line 4), or "Total community building expense" (Worksheet 2, line 5) when the RCC is calculated. If the expenses for home care, ambulance and other similar services have been included in the Statement of Functional Expenses (Form 990, Part XI), then those expenses will be included in (rather than subtracted from) the numerator of the RCC and from the denominator of the RCC.

88. Northwell will include the difference between amounts paid into and amounts received from the Indigent Care Pool in net community benefit expense for Financial Assistance.

Medicare Cost Report, Worksheet S-10

89. Northwell will follow the Medicare Cost Report Instructions published by the Centers for Medicare & Medicaid Services (CMS) when calculating and reporting Financial Assistance or "charity care" on the Medicare Cost Report, Worksheet S-10. In contrast to Schedule H, in the Medicare Cost Report Worksheet S-10, the amount of the copayments and deductibles written off to charity care for insured patients eligible for Financial Assistance will be included.

MISCELLANEOUS

90. In the event that Northwell concludes that any requirement of this Agreement is no longer feasible, or that the public may be better served by a modification of this Agreement, Northwell may request that the Attorney General consent to a modification of the terms of this Agreement. The OAG will make a good faith evaluation of the then-existing circumstances and, after collecting information the OAG deems necessary, make a decision within thirty (30) days as to whether to consent to a modification of this Agreement.

91. Northwell will notify OAG before making any material changes to procedures, training, billing communications and notices, website instructions or other public communications related to the policies and practices discussed in this Agreement. If the OAG believes that the proposed change would not be consistent with the purposes of this Agreement, the OAG will notify Northwell and request to meet and confer. Northwell will make a representative available to meet and confer before any changes are made.

92. The OAG may request access to additional documents in the possession, custody, or under control of Northwell to monitor compliance with this Agreement at any time while this Agreement remains in effect. Northwell will comply with all reasonable requests within twenty (20) days of written notice by the OAG.

Effects of Agreement

93. All terms and conditions of this Agreement will continue in full force and effect on any successor, assignee, or transferee of Northwell or its affiliates. Northwell will include any such successor, assignment or transfer agreement a provision that binds the successor, assignee or transferee to the terms of the Agreement. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the OAG.

94. Nothing contained herein will be construed as to deprive any person of any private right under the law.

95. Any failure by the OAG to insist upon the strict performance by Northwell of any of the provisions of this Agreement will not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, will have the right thereafter to insist upon the strict performance of any and all of the provisions of this Agreement to be performed by Northwell.

Communications

96. All notices, reports, requests, and other communications pursuant to this Agreement must reference the "Best Practices Agreement" and will be in writing and will, unless expressly provided otherwise herein, be given by electronic mail; hand delivery; express courier; or at an address designated in writing by the recipient, and will be addressed as follows:

If to Northwell, to: Laurence Kraemer, Executive Vice President, General Counsel and Chief Legal Officer, Northwell Health, 2000 Marcus Ave., New Hyde Park, NY 10042, or in his absence, to the person holding the title of General Counsel and Chief Legal Officer

If to the OAG, to: James Sheehan, Chief, Charities Bureau, New York State Office of the Attorney General, The Capitol, Albany NY 12224, or in his absence, to the person holding the title of Bureau Chief, Charities Bureau.

Representations and Warranties

97. The OAG has agreed to the terms of this Agreement based on, among other things, the representations made to the OAG by Northwell and their counsel. Northwell represents and warrants that neither it nor its counsel has made any material representations to the OAG that are inaccurate or misleading.

98. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Agreement has been made to or relied upon by Northwell in agreeing to this Agreement.

99. Northwell represents and warrants, through the signature below, that the terms and conditions of this Agreement are duly approved and execution of this Agreement by the signatory below is duly authorized.

General Principles

100. Nothing in this Agreement will relieve Northwell of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

101. Nothing contained herein will be construed to limit the remedies available to the OAG in the event that Northwell violates the Agreement after its effective date.

102. This Agreement may not be amended except by an instrument in writing signed on behalf of the Parties to this Agreement.

103. Northwell acknowledges that they have entered this Agreement freely and voluntarily and upon due deliberation with the advice of counsel.

104. This Agreement will be governed by the laws of the State of New York without regard to any conflict of laws principles.

105. The Agreement and all its terms will be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

106. This Agreement may be executed in multiple counterparts by the parties hereto. All counterparts so executed will constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart will be deemed an original to this Agreement, all of which will constitute one agreement to be valid as of the effective date of this Agreement. For purposes of this Agreement, copies of signatures will be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures will be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

107. The effective date of this Agreement will be June 4, 2024

LETITIA JAMES
Attorney General of the State of New York
28 Liberty Street
New York, NY 10005

By: J. G. Sheehan
James G. Sheehan, Esq.
Bureau Chief, Charities

NORTHWELL HEALTH

By: Laurence Kraemer
Laurence Kraemer, Esq.
Executive Vice President, General Counsel and Chief Legal Officer

STATE OF New York)
) ss.:
COUNTY OF Nassau)

On the 3rd day of June in the year 2024 before me personally came Laurence Kraemer to me known, who, being by me duly sworn, did depose and say that he is the Executive Vice Present, General Counsel and Chief Legal Officer of Northwell Health, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

Sworn to before me this
3rd day of June, 2024

Mark Anthony Gloade
NOTARY PUBLIC

Mark Anthony Gloade
Notary Public, State of New York
Reg. No. 02GL4995329
Qualified in Westchester County
My Commission Expires 07/12/2026

APPENDIX A
NORTHWELL HEALTH HOSPITAL FACILITIES AND CLINICS SUBJECT TO THIS AGREEMENT

Hospitals:

1. Central Suffolk Hospital Association d/b/a Peconic Bay Medical Center
2. Cohen Children's Medical Center
3. Glen Cove Hospital
4. Huntington Hospital Association
5. John T. Mather Hospital
6. Lenox Health Greenwich Village
7. Lenox Hill Hospital
8. Long Island Jewish Forest Hills
9. Long Island Jewish Medical Center
10. Long Island Jewish Valley Stream
11. Manhattan Eye, Ear & Throat Hospital
12. North Shore University Hospital
13. Northern Westchester Hospital
14. Phelps Memorial Hospital Center
15. Plainview Hospital
16. South Shore University Hospital
17. Staten Island University Hospital – North Campus
18. Staten Island University Hospital – Prince's Bay Campus
19. Syosset Hospital
20. The Long Island Home d/b/a South Oaks Hospital
21. Zucker Hillside Hospital

Clinics:

1. Northwell Health Multispecialty and Imaging Services at Glen Cove, 10 Medical Plaza, Glen Cove, NY 11542
2. Dolan Family Health Center Diagnostic and Treatment Center d/b/a Northwell Health Family Health Center at Huntington, 1572 New York Ave, Huntington Station, NY 11746
3. John T. Mather Memorial Hospital Outpatient Rehabilitation, 125 Oakland Ave., Port Jefferson, NY 11777
4. Outpatient Behavioral Health Services 100 Highlands Blvd., Port Jefferson, NY 11777
5. Precision CyberKnife of New York, 181 Belle Meade Road, East Setauket, NY 11733
6. Primary Med. Care Outpatient, 5225 Rt. 347, Port Jefferson Station, NY 11776
7. Lenox Hill Hospital Extension Clinic at MEETH, 210 East 64th Street, New York, NY 10021
8. Pediatric & Adolescent Medicine Clinic, 410 Lakeville Road, New Hyde Park, NY 11040
9. Manhasset Ambulatory Care Center, 1554 Northern Blvd., Manhasset, NY 11030
10. Long Island Jewish Medical Center Satellite Dialysis Center, 222-22 Hillside Ave, Bellrose, NY 11426
11. Far Rockaway Treatment Center, 1600 Central Ave., Far Rockaway, NY 11691
12. Garden City Treatment Center, 711 Stewart Ave, Garden City, NY 11530
13. Project Outreach Clinic, 600 Hempstead Tpk., West Hempstead, NY 11552

14. Nassau Day Training Program, 600 Hempstead Tpk., Elmont, NY 11003
15. Franklin K. Lane School Clinic, 999 Jamaica Ave., Brooklyn, NY 11208
16. Long Island Jewish Medical Center - Center for Advanced Medicine, 450 Lakeville Rd., Lake Success, NY 11042
17. Northwell Ambulatory Care Center - A Program of Long Island Jewish Medical Center, 95-25 Queens Blvd, Rego Park, NY 11374
18. Brian Picolo I.S. 53 School Clinic, 1045 Nameoke Street, Far Rockaway, NY 11691
19. Far Rockaway H.S. Clinic, 821 Bay 25th Street, Far Rockaway, NY 11691
20. John Adams High School Clinic, 101-01 Rockaway Blvd., Jamaica, NY 11417
21. Imbert Cancer Center, 440 E. Main Street, Bay Shore, NY 11706
22. August Martin High School Clinic, 156-10 Baisley Blvd., Jamaica, NY 11434
23. LIJMC (DSRIP) Primary Care Clinic, 256-11 Union Turnpike, Glen Oaks, NY 11004
24. LIJMC Greenlawn Cancer Center, 270 Pulaski Rd., Greenlawn, NY 11740
25. Backstretch-BEST Clinic at Belmont Raceway, 2150 Hempstead Turnpike, Elmont, NY 11003
26. Northern Westchester Hospital at Chappaqua Crossing, 480 Bedford Rd., Chappaqua, NY 10514
27. Northern Westchester Hospital at Yorktown Imaging, 1940 Commerce Street, Yorktown, NY 10598
28. NSUH Sleep Studies Center, 100 Community Drive, Great Neck, NY 11021
29. The Irving Goldman Family Care Center, 865 Northern Blvd., Great Neck, NY 11021
30. North Shore University Hospital at the Center for Advanced Medicine, 450 Lakeville Road, Lake Success, NY 11042
31. NSUH Comprehensive Wound Care Center and Vascular Access Program, 1999 Marcus Ave., Lake Success, 11042
32. North Shore LIJ Imaging at Great South Bay, 620 Main Street, Islip, NY 11751
33. NSUH Imaging at Great Neck, 611 Northern Blvd., Great Neck, NY 11021
34. NSUH LIJ Imaging at Syosset, 100 Lafayette St., Syosset, NY 11791
35. North Shore Imaging at Garden City, 711 Stewart Ave., Garden City, NY 11530
36. NSUH Imaging at Huntington, 284 Pulaski Rd., Greenlawn, NY 11740
37. The NSUH Imaging Center at Smithtown, 226 Middle Country Road, Smithtown, NY 11787
38. Peconic Bay Physical Therapy and Rehab Center, 64 Commerce Dr., Riverhead, NY 11901
39. Alcohol Treatment Services, 22 Rockledge Ave., Ossining, NY 10520
40. Phelps Psychiatric Clinic, 12 Schumann Ct., Briarcliff, NY 10510
41. Phelps at Croton, 440 South Riverside Ave., Croton-on-Hudson, NY 10520
42. Imaging Extension Clinic, 11 Ashford Ave., Dobbs Ferry, NY 10522
43. South Shore University Hospital Clinic Endoscopy and Pain Management Center, 39 Brentwood Road, Bay Shore, NY 11706
44. South Shore University Hospital Sleep Center Extension Clinic, 125 Kennedy Drive, Hauppauge, NY 11788
45. South Shore University Hospital Extension Clinic for Pre-Surgical Testing, 2048 Sunrise Hwy., Bayshore, NY 11706
46. Northwell Health Cancer Institute at Riverhead, 896 Old Country Rd, Riverhead, NY 11901
47. Northwell Health STARS at Bay Shore, 46 Brentwood Road, Bay Shore, NY 11706
48. New Dorp High School Clinic, 465 New Dorp Lane, Staten Island, NY 10306
49. Primary Care Clinic, 500 Seaview Ave, Staten Island, NY 10305
50. Chemical Dependence Treatment Program, 111 Water Street, Staten Island, NY 10304
51. Psych/Alcoholism Treatment Program, 450 Seaview Ave, Staten Island, NY 10305

52. Sanford R. Nalitt Institute For Cancer, 256 Mason Ave., Staten Island, NY 10305
53. Center for Women's Health, 440 Seaview Ave, Staten Island, NY 10305
54. 256 Mason Ave. Radiology, 256 Mason Ave., Staten Island, New York 10305
55. Canarsie Multi Service Center, 567 East 105th St., Brooklyn, NY 11218
56. Port Richmond High School, 85 St. Joseph's Ave., Staten Island, NY 10302

APPENDIX B
FINANCIAL ASSISTANCE POLICY

GENERAL STATEMENT of PURPOSE:

Northwell Health strives to improve the health of the communities it serves and is committed to providing the highest quality of care for the community regardless of ability to pay. As part of its commitment, Northwell Health provides Emergency Medical Care or other Medically Necessary Services at a discount depending upon the circumstances. This Financial Assistance Policy ("FAP" or the "Policy") sets forth the process that will be used to determine whether Northwell Health patients, whether Uninsured or Underinsured, are eligible for Financial Assistance or a Clinic Sliding Fee Scale Discount.

This Policy is intended to comply with the Financial Assistance policy requirements of Internal Revenue Code Section 501(r) and Section 2807-k(9-a) of the New York Public Health Law. This Policy shall take effect immediately upon the later to occur of (a) October 20, 2024 and (b) the date upon which Chap. 57, Part Y, Subpart C, Section 1 of the 2023 N.Y. Laws takes effect.

POLICY

Northwell Health is committed to providing services at a discount, based upon financial need, as a community benefit for New York residents who are Uninsured, Underinsured, ineligible for government programs or other third-party coverage, or otherwise unable to pay for Emergency Medical Care or other Medically Necessary Services. Northwell Health is dedicated to assisting and counseling patients in managing the financial aspects of the care they receive and to fulfilling its commitment to improve the health of individuals, families, and the communities it serves.

This Policy is in effect for all Northwell Health tax-exempt hospital facilities exempt under 501(c)(3) of the Internal Revenue Code and for services provided by Northwell Health-employed physicians in those hospitals. A sliding fee discount is also available for medically necessary services provided in a Northwell hospital clinic. Appendix A lists the tax-exempt hospital facilities that are covered by this Policy, along with hospital services provided in those hospital facilities by employed physicians. Appendix A is available on Northwell Health's website at https://www.northwell.edu/billing-and-insurance/financial-assistance-programs-policies/financial-assistance-policy or in paper copy upon request in person or via mail by contacting the applicable Northwell Health hospital facility at the address or phone number provided in Section J of this Policy.

Financial Assistance and the Clinic Sliding Fee Scale Discount are not to be considered a substitute for personal financial responsibility. Financial Assistance and the Clinic Sliding Fee Scale Discount are available only for persons who meet the eligibility criteria described in this Policy. Patients are expected to comply with Northwell Health's procedures for obtaining Financial Assistance and/or the Clinic Sliding Fee Scale Discount or other forms of payment and to contribute to the cost of their care based on their individual ability to pay. Individuals with the financial capacity to purchase health insurance shall be encouraged to do so, as a means of assuring access to health care services for their overall personal health.

Northwell Health does not, through this Policy, assist any patient in paying for services provided by a provider or practitioner that is not employed by Northwell Health, even if those services are provided in one of Northwell Health's hospital facilities. A listing of independent providers or practitioners who may deliver Emergency Medical Care or other Medically Necessary Services at each hospital facility and whose services are not covered under this Policy can be found in Appendix B on Northwell Health's website at https://www.northwell.edu/billing-and-insurance/financial-assistance- programs-

policies/financial-assistance-policy. Appendix B is also available in paper copy upon request in person or via mail by contacting the applicable Northwell Health hospital facility at the address or phone number provided in Section J of this Policy. Appendix A and Appendix B are reviewed and updated on a quarterly basis.

SCOPE

This Policy is in effect for all Northwell Health tax-exempt hospital facilities exempt under 501(c)(3) of the Internal Revenue Code. Third-party collection agencies and outside debt collection law firms to which Northwell Health has referred accounts shall apply this Policy in carrying out collection activities on behalf of Northwell Health.

DEFINITIONS

For purposes of this Policy, certain terms are defined as follows:

Amount Generally Billed ("AGB"): The amounts generally billed for Emergency Medical Care or other Medically Necessary Services to individuals who have insurance covering such care, determined by multiplying the Gross Charges for the care by the AGB Percentage.

AGB Percentage(s): The amount obtained using the "Look-Back" method, as defined by Section 1.501(r)-5 of the Department of Treasury regulations, for any Emergency Medical Care or other Medically Necessary Services.

Application: The Financial Assistance or Clinic Sliding Fee Scale Discount program application, as applicable, whether submitted in hard copy, electronically, or via telephone interview.

Clinic: Northwell Health clinics listed at https://www.northwell.edu/billing-and-insurance/financial-assistance-programs-policies/sliding-fee-scale-program.

Clinic Sliding Fee Scale Discount: The discount offered by Northwell Health to Uninsured persons who cannot afford to pay for the care they received for Medically Necessary Services (other than Emergency Care) received in a Clinic, pursuant to this Policy. For information regarding the Clinic Sliding Fee Scale Discount, see Exhibit A attached hereto.

Cost Sharing: The total amount owed by an Underinsured patient following the application of such patient's insurance coverage, including, but not limited to, deductibles, copayments, coinsurance, and balance after insurance.

Emergency Medical Care: Health care services that a hospital or a physician exercising prudent clinical judgment, would provide to a patient exhibiting an Emergency Medical Condition.

Emergency Medical Conditions: As defined by Section 1867 of the Social Security Act (42 U.S.C. 1395dd), also known as the Emergency Medical Treatment and Active Labor Act ("EMTALA"), a medical condition manifesting itself by acute symptoms of sufficient severity such that the absence of immediate medical attention could reasonably be expected to result in: (i) placing the health of the individual in serious jeopardy; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ part. EMTALA also defines an emergency medical condition to include a pregnant woman who is having contractions.

Extraordinary Collection Action ("ECA"): Collections actions requiring a legal or judicial process that Northwell Health may take pursuant to Section 1.501(r)-6 of the Department of Treasury regulations to obtain payment of a bill for care, including (1) commencing a civil action against an individual, (2)

placing a lien on an individual's property other than a primary residence, and (3) attaching or seizing an individual's bank account or any other personal property.

Family: A group of two or more people who reside together and who are related by birth, marriage (including legal common law spouse), or adoption. If the patient claims someone as a dependent on their income tax return, they may be considered a dependent for purposes of this Policy. Northwell Health reserves the right to validate the financial responsibility for any listed family member.

Family Income: Family Income includes wages, salaries, unemployment compensation, workers' compensation, Social Security, Supplemental Security Income, public assistance, veterans' payments, survivor benefits, pension or retirement income, rents from property, profits and fees from their own business, interest, dividends, rents, royalties, income from estates, trusts, alimony, child support and other miscellaneous sources. Family Income is determined on a before-tax basis and excludes capital gains or losses. If a person lives with a Family, income of all family members may be considered (unrelated household members do not count). Noncash benefits, such as food stamps and housing subsidies, are not considered income.

Financial Assistance: The discount offered by Northwell Health to persons who cannot afford to pay for the care they received for Emergency Medical Care or other Medically Necessary Services pursuant to this Policy.

Gross Charges: The total charge for providing patient care and other services at a Northwell Health entity based upon established rates before any deductions from the total charge are applied.

Guarantor: The person responsible for paying a bill. The Guarantor is always the patient unless the patient is an incapacitated adult or an unemancipated minor (under age 18), in which case, the Guarantor is the patient's parent or legal guardian.

Medically Necessary Services: Health care services that a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are: (a) in accordance with the generally accepted standards of medical practice; (b) clinically appropriate; and (c) not primarily for the convenience of the patient.

Plain Language Summary of the Policy ("PLS"): A written statement that notifies an individual that the hospital facility offers Financial Assistance and the Clinic Sliding Fee Scale Discount and provides the following information in language that is clear, concise, and easy to understand with the aim that as much of it as practicable (given the topic and substance of the document) be drafted at a fifth-grade reading level:

1. A brief description of the eligibility requirements and assistance offered under the Policy;
2. A brief summary of how to apply for assistance under the Policy;
3. The direct website address (or URL) and physical locations where the individual can obtain copies of the Policy and the Application form;
4. Instructions on how the individual can obtain a free copy of the Policy and the applicable Application by mail;
5. The contact information, including telephone number and physical location, of the hospital facility office or department that can provide information about the Policy and assistance with the application process;
6. A statement of the availability of translations of the Policy, Application and Plain Language Summary ("PLS") in other languages, if applicable; and,
7. A statement that an individual eligible for Financial Assistance may not be charged more than the AGB for Emergency Medical Care or other Medically Necessary Services.

Preferred Languages: Languages (a) used to communicate, during at least five percent of patient visits in a year, by patients who cannot speak, read, write or understand the English language at the level of proficiency necessary for effective communication with health care providers, or (b) spoken by non-English speaking individuals comprising the lesser of (i) 1,000 residents or (ii) more than one percent of the primary hospital service area population.

Underinsured: The patient is not Uninsured and has out-of-pocket medical costs accumulated in the past 12 months for Emergency Medical Care or other Medically Necessary Services that amount to more than 10% of the individual's annual gross income.

Uninsured: The patient has no level of health insurance or third-party assistance to assist with meeting their health care related payment obligations or the patient has exhausted their health insurance benefits and can demonstrate an inability to pay full charges based on the eligibility criteria in this Policy.

PROCEDURE/GUIDELINES

In order to manage resources responsibly and to allow Northwell Health to provide the appropriate level of Financial Assistance to persons in need, the following procedures and guidelines are established for the provision of Financial Assistance. Accordingly, the Policy includes the following information regarding Financial Assistance.

A. Eligibility for Financial Assistance
B. Patient Financial Assistance guidelines
C. Applicable medical services under this Policy
D. Methods for applying for Financial Assistance and determinations
E. Documentation for Financial Assistance
F. Presumptive Financial Assistance eligibility
G. Communication of this Policy to patients and the public
H. Billing and collection policies
I. Regulatory requirements
J. Contact information to reach the Northwell Health financial counseling offices

Separate procedures and guidelines for the provision of the Clinic Sliding Fee Scale Discount are found at Exhibit A.

A. Eligibility for Financial Assistance

New York State residents are eligible for Financial Assistance if they: (a) receive Emergency Medical Care or other Medically Necessary Services at any Northwell Health hospital facility; and (b) are Uninsured, Underinsured, ineligible for government programs or other third-party coverage, or otherwise unable to pay for Emergency Medical Care or other Medically Necessary Services; and (c) meet the patient financial assistance guidelines stated in this policy. Eligibility for Financial Assistance for non-residents of New York State for Emergency Medical Care or other Medically Necessary Services will be determined on a case-by-case basis and requires senior leadership approval. In no case may a patient receive both Financial Assistance and the Clinic Sliding Fee Scale Discount for the same service.

The granting of Financial Assistance will be based on an individualized determination of financial need in accordance with this Policy, and shall not take into account age, gender, race, color, national origin, religion, social or immigrant status, sexual orientation, gender identity, spousal affiliation, physical handicap, or mental handicap.

The granting of Financial Assistance (a) may be contingent upon a patient's willingness to apply for

Medicaid or other public insurance programs for which the patient may be eligible based upon Northwell Health's assessment, and (b) requires the patient to fully cooperate with Northwell Health's Application requirements, including the disclosure of personal, financial, or other information necessary for determination of financial need.

When considering Applications, Northwell Health reserves the right to:

1. Consider eligibility for Financial Assistance at any point before or after service(s) are rendered and/or any time during the billing and collection cycle;
2. Request Financial Assistance applications or confirmation of previously supplied information at each medical visit or admission to a Northwell Health hospital facility;
3. Make hardship modifications to any aspect of the Policy on a case-by-case basis; and
4. Utilize information from available external resources to verify family size and/or Family Income verification.

B. Patient Financial Assistance Guidelines

Eligibility for Financial Assistance is based on current Family Income and is available to individuals with Family Incomes that are no more than 500% of the current Federal Poverty Guidelines ("FPG"). The current maximum Family Income for Financial Assistance is set forth in the table below for illustrative purposes.

Household / Family Size	Maximum Family Income (500% of 2024 Federal Poverty Guidelines) *
1	$75,300
2	$102,200
3	$129,100
4	$156,000
5	$182,900
6	$209,800
For each additional person, add	$26,900
* 2024 shown for illustrative purpose. Amounts updated annually as necessary.	

Northwell Health uses the FPG in effect at the time the Application is reviewed, to determine eligibility for Financial Assistance (see table above). Northwell Health will update the FPG income guidelines, based on the FPG which is published annually by the U.S. Department of Health and Human Services, effective each year as of March 1 or thirty (30) days from the date of publication, whichever is later.

For Emergency Medical Care or other Medically Necessary Services, other than services provided to Uninsured patients in a Clinic (see Exhibit A for additional information on assistance available to Uninsured patients receiving care in a Clinic), all Uninsured patients, regardless of their means, will automatically receive a reduction from total charges to Northwell's payment rate from its highest volume commercial payor for the applicable service plus any applicable surcharges required under state law.

Subject to the availability of certain other resources as described in this Policy or allowed by state law, patients with Family Income at and below 500% of FPG may qualify for Financial Assistance:

1. Patients whose Family Income is at or below 200% of the FPG are eligible to receive Emergency Medical Care or Medically Necessary Services at no charge; and

2. Patients whose Family Income is above 200% but not more than 500% of the FPG are eligible to receive a discount for Emergency Medical Care or Medically Necessary Services as outlined

in the table below. Patients eligible for Financial Assistance will not be charged more than the AGB:

Family Income as % of FPG	Uninsured Patient Responsibility (% of AGB)	Underinsured Patient Responsibility (% of Patient's Cost Sharing)
200% or less	$0	$0
201% to 250%	5%	5%
251% to 300%	10%	10%
301% to 350%	15%	15%
351% to 400%	20%	20%
401% to 500%	100%	100%

AGB is calculated by Northwell Health utilizing Medicaid rates on a "Look-Back" basis, as defined by Section 1.501(r)-5 of the Department of Treasury regulations, for all its tax-exempt hospital facilities. AGB for services provided by physicians employed by Northwell Health at Northwell Health hospital facilities is calculated based on a "Look-Back" basis utilizing Medicare rates.

Additional information pertaining to the current AGB percentages used by each Northwell Health hospital facility, as well as information as to how Northwell Health calculated these percentages is available upon request, free of charge by accessing Appendix C at https://www.northwell.edu/billing-and-insurance/financial-assistance-programs-policies/financial-assistance-policy or by contacting a customer service representative using the phone numbers and addresses listed below in Section J of this Policy.

C. Applicable Medical Services under Northwell Health's Financial Assistance Policy

Financial Assistance is available for the following health care services for patients eligible under Sections A and B of this Policy:

1. Emergency Medical Care, including patients who present at any Northwell Health Emergency Department (including transfers under EMTALA), provided in an emergency room setting; and
2. Medically Necessary Services.

Determinations regarding medical necessity are the responsibility of the health care professional providing the care, without regard to the ability to pay by the patient. Northwell Health will not engage in any actions that discourage individuals from seeking Emergency Medical Care.

Northwell Health provides Emergency Medical Care regardless of a patient's eligibility under this Policy. Northwell Health does not require emergency department patients to pay before receiving treatment for Emergency Medical Conditions nor does Northwell Health permit debt collection activities in the emergency department or other areas when such activities could interfere with the provision of Emergency Medical Care on a non-discriminatory basis.

D. Methods for Applying for Financial Assistance and Determinations

1. Patients are encouraged to apply for Financial Assistance within ninety (90) days from the date noted on the first post-discharge billing statement; however, Northwell will accept Financial Assistance Applications at any time a patient has an outstanding balance for Emergency Medical Care or other Medically Necessary Services received at a Northwell Health hospital facility. A billing statement is considered "post-discharge" if it is provided after the patient received care, whether inpatient or outpatient, and the patient has left the hospital facility.

2. Patients may apply for Financial Assistance by submitting an Application or through an interactive process with a financial counselor. Patients must complete the Application and provide all required documentation. Applications may be obtained:

    a) Online at the Northwell Health web address: www.northwell.edu/billing-and-insurance/financial-assistance-programs-policies/financial-assistance-program;
    b) At each Northwell Health hospital facility's main registration desk or Emergency Room desk; or
    c) By contacting Northwell at one of the offices listed in Section J of this Policy and asking to speak with a financial counselor.

3. Patients are asked to submit their Applications via a telephone interview or online or to mail their Applications to one of the addresses listed in Section J.

    Once the Application has been submitted, the patient may disregard any bills/statement until a written notification has been received regarding the status of the Application. Patients will receive a written notification of eligibility for Financial Assistance within thirty (30) days of submission of an Application.

    Upon receipt of an Application for Financial Assistance, any and all applicable ECAs will be suspended.

    If a patient is deemed eligible for Financial Assistance, an updated billing statement will be provided which will indicate the amount owed, how the amount was determined, and the applicable AGB percentage. Any amounts paid in excess of the amount determined to be owed by a patient will be refunded accordingly.

    All decisions on Financial Assistance eligibility will be communicated in writing. The notification of denial of Financial Assistance will explain the reason for the denial and how denials can be appealed.

4. If an incomplete Application is received, Northwell Health will send a written notice that describes the additional information or documentation required to make an eligibility determination for Financial Assistance. Patients should submit the additional information or documentation within thirty (30) days of notification. The patient should expect to receive routine follow-up notices for any unpaid bills.

5. Appeals may be filed within thirty (30) days of the determination notice. A decision regarding the appeal will be made within thirty (30) days of receiving an appeal. Patients will be notified in writing of the outcome of their appeal.

E. <u>Documentation for Financial Assistance</u>

To help the patient qualify for Financial Assistance, the patient or the patient's Guarantor may be asked to provide some or all the following documentation:

1. An Application;
2. Proof of address;
3. Prior year's tax return(s);
4. Minimum of two most recent pay stubs;
5. Minimum of three most recent bank statements for savings and checking accounts; and
6. For Underinsured patients, proof of out-of-pocket medical expenses accumulated in connection with the provision of Emergency Medical Care or other Medically Necessary Services in the prior 12 months.

a) For any Northwell Health out-of-pocket medical expenses:
    - Provide documentation of such expenses.
    - If you cannot provide such documentation, provide Northwell Health with the name of the Northwell Health hospital or Clinic location where you received services, your date of birth, the approximate date(s) of such service(s), and any other information you may have; and
7. Other documentation of Family Income.

If an applicant does not have any of the listed documents to prove Family Income, the applicant may call the hospital facility's financial counseling office noted in Section (J) of this Policy below to determine whether other evidence may be provided to demonstrate eligibility.

Northwell Health may also:

1. Take into account other patient income raised specifically for the purpose of paying medical bills, to the extent permitted by applicable federal and state law; and
2. Include a review of the patient's outstanding bill(s) for prior services to assure that all applicable balances are assessed for Financial Assistance.

Northwell Health will not request documentation beyond what is listed in this Policy and the Application.

Non-emergent services may be scheduled prior to making a request for Financial Assistance; however, a Financial Assistance eligibility determination is generally required prior to obtaining services.

Approved Financial Assistance Applications for Uninsured patients (other than those patients who have exhausted their health insurance benefits) will remain valid for twelve months and may be used to determine eligibility for subsequent services. Financial Assistance determinations may be re-evaluated at any time information relevant to the eligibility of the patient for Financial Assistance changes during those twelve months.

Financial Assistance will be applied at approved levels to any outstanding unpaid account the patient may have for Emergency Medical Care or other Medically Necessary Services without respect to date of service.

F. Presumptive Financial Assistance Eligibility

There are instances when a patient may receive Financial Assistance discounts if the patient or patient's Guarantor does not establish contact with Northwell Health during the billing and collection cycle despite the usual and customary efforts of Northwell Health. In these cases, Northwell Health may utilize soft credit inquiries that have no impact on the patient's credit status or ability to obtain future credit to determine eligibility for Financial Assistance on a presumptive basis. Once a patient has been determined eligible for presumptive Financial Assistance, the patient may be eligible for a discount on the account balance.

If a patient is presumptively determined to be eligible for Financial Assistance, Northwell Health will notify the patient, in writing, regarding the basis for the Financial Assistance discount, and how to submit an Application to be assessed for further Financial Assistance. A copy of the PLS will also be provided to the patient.

G. Communication of the Financial Assistance Program to Patients and the Public

Northwell Health provides public notice regarding the availability of Financial Assistance by various means, including, as applicable, notices in patient bills, emergency rooms, admitting and registration

departments, hospital business offices, clinics, and patient financial counseling offices that are located on Northwell Health hospital facility campuses. Information is also included on Northwell Health hospital facility websites. Additionally, Northwell Health provides summaries of the Financial Assistance program to local public agencies and non-profit organizations who serve the health needs of the community's low-income populations. Northwell will notify patients in writing with plain and conspicuous language that Northwell provides services at a reduced cost to patients who are determined to be eligible based on financial need, whether or not they have insurance, and provide a link to the Application, along with a toll-free phone number they may call for further assistance.

Referral of patients for Financial Assistance may be made by any member of Northwell Health's staff or medical staff, including physicians, nurses, financial counselors, social workers, case managers, chaplains, and religious sponsors. A request for Financial Assistance may be made by the patient or a family member, close friend, or associate of the patient, subject to applicable privacy laws. Northwell Health will endeavor to contact Uninsured patients, while they are in the hospital facility, prior to discharge from a Northwell Health hospital facility in order to provide financial counseling, including information about payment programs and Financial Assistance.

The Application and the PLS are available in English and the Preferred Languages. Northwell Health shall ensure the accuracy of all translations.

Northwell Health shall additionally provide free interpretation services for anyone who requires such, including individuals who speak languages to which the Application and PLS are not translated, who have difficulty reading, or who have visual and/or hearing impairments. Northwell Health shall ensure that patients are informed of this service whenever a staff person becomes aware that the patient may benefit from it.

Patients will be notified in writing regarding the availability of Financial Assistance during the registration, discharge and financial counseling process in their identified language of preference. The PLS will be offered to all patients as part of the intake process.

H. Billing and Collection Policies

The actions Northwell Health may take in the event of nonpayment are described in a separate Collection Policy. That Collection Policy also includes information on the actions, processes and timeframes Northwell Health uses to obtain payment, including the reasonable efforts it will make to determine whether an individual is eligible under this Financial Assistance Policy before initiating any ECA. The Collection Policy also includes information on the office or persons that have the final responsibility for determining that Northwell Health has made reasonable efforts to determine whether an individual is eligible for Financial Assistance and may therefore initiate an ECAs against an individual. This Collection Policy is displayed on Northwell Health's website, which is accessible at https://www.northwell.edu/billing-and-insurance/financial-assistance-programs-policies/financial-assistance-policy or available in paper copy upon request in person or via mail by contacting the applicable Northwell Health hospital facility at the address and phone number provided in Section J of this Policy.

I. Regulatory Requirements

Northwell Health will comply with all federal, state, and local laws, rules, and regulations that apply to activities conducted pursuant to this Policy.

J. Northwell Health Financial Counseling Offices

For additional information about Financial Assistance offered by Northwell Health, or to obtain assistance

with applying for Financial Assistance, patients can contact us at the addresses or phone numbers listed below.

Northwell Health Financial Assistance Unit noted below provides counseling services for the following facilities: North Shore University Hospital, Long Island Jewish Medical Center, Long Island Jewish Forest Hills, Long Island Jewish Valley Stream, Cohen Children's Medical Center, Zucker Hillside Hospital, Huntington Hospital Association, Lenox Hill Hospital, Manhattan Eye, Ear and Throat Hospital, Staten Island University Hospital, Glen Cove Hospital, Plainview Hospital, South Shore University Hospital, and Syosset Hospital

For the above-listed facilities, please contact:

Northwell Health
Financial Assistance Unit
2 Huntington Quadrangle, Suite 4S01
Melville, NY 11747-9001
Phone: 1-800-995-5727

Mailing Address:
Northwell Health
Financial Assistance Unit
PO Box 9001
Melville, NY 11747-9001

Web address: www.northwell.edu/billing-and-insurance/financial-assistance-programs-policies/financial-assistance-program

For John T. Mather Hospital, please contact:
Financial Assistance Department
75 North Country Road, 1st Floor
Port Jefferson, NY 11777-2190
Phone: 631-313-7712
Web address: www.northwell.edu/billing-and-insurance/financial-assistance-programs-policies/financial- assistance-program

For Northern Westchester Hospital, please contact:
Financial Assistance Unit
400 East Main Street
Mount Kisco, NY 10549-1096
Phone: 914-666-1512
Web address: www.northwell.edu/billing-and-insurance/financial-assistance-programs-policies/financial-assistance-program

For Phelps Memorial Hospital Center, please contact:
Financial Counseling
701 North Broadway
Sleepy Hollow, NY 10591-1096
Phone: 914-366-3004
Web address: www.northwell.edu/billing-and-insurance/financial-assistance-programs-policies/financial-assistance-program

For Peconic Bay Medical Center, please contact:
Financial Assistance Coordinator
1 Heroes Way
Riverhead, NY 11901
Phone: 631-548-6099
Web address: www.pbmchealth.org/admissions/billing/financial-aid

K. Transition

Tax-exempt hospital facilities that become members of Northwell Health after the effective date of this Policy shall follow this Policy once they become fully operationally integrated with Northwell Health, including but not limited to being on Northwell Health's electronic medical record system.

APPROVAL:	
Northwell Health Policy and Procedure Committee	
Finance Committee	

Exhibit A
Clinic Sliding Fee Scale Discount

1. **Eligibility**. New York State residents are eligible for Clinic Sliding Fee Scale Discount if they: (a) receive Medically Necessary Services (other than Emergency Medical Care) in a Clinic; (b) are Uninsured and (c) meet the patient guidelines for Clinic Sliding Fee Scale Discounts stated in this Policy. Eligibility for Clinic Sliding Fee Scale Discount for Uninsured, non-residents of New York State for Medically Necessary Services will be determined on a case-by-case basis and requires senior leadership approval. Other than the foregoing, Section A of this Policy applies to the Clinic Sliding Fee Scale Discount in the same manner as Financial Assistance. In no case may a patient receive both Financial Assistance and the Clinic Sliding Fee Scale Discount for the same service.

2. **Clinic Sliding Fee Scale Discount Guidelines**. Eligibility for the Clinic Sliding Fee Scale Discount is based on current Family Income and is available to individuals with Family Incomes that are no more than 500% of the FPG (see Section B of this Policy for a discussion of the FPG).

   Amounts charged to patients who are eligible for a Clinic Sliding Fee Scale Discount are outlined in the table below. Patients eligible for a Clinic Sliding Fee Scale Discount will not be charged more than the AGB using the same methodology used by Northwell Health to calculate the AGB as described above.

Family Income as a % of FPG	Uninsured Patient Responsibility
200% or less	$0
201%-250%	No more than the lesser of (a) $37 and (b) 5% of the AGB
251%-300%	No more than the lesser of (a) $50 and (b) 10% of the AGB
301%-350%	No more than the lesser of (a) $55 and (b) 15% of the AGB
351%-400%	No more than the lesser of (a) $60 and (b) 20% of the AGB
401%-450%	No more than the lesser of (a) $65 and (b) 100% of the AGB
451%-500%	No more than the lesser of (a) $75 and (b) 100% of the AGB

3. **Services Eligible.** Patients eligible under Section 1 of this Exhibit may receive a Clinic Sliding Fee Scale Discount for Medically Necessary Services other than Emergency Medical Care only. Determinations regarding medical necessity are the responsibility of the health care professional providing the care, without regard to the ability to pay by the patient.

4. **Methods for Applying for Clinic Sliding Fee Scale Discount and Determinations**.

   a. New Clinic patients are asked to submit Application materials (as described in Section 5 of this Exhibit) before their first appointment or to bring the materials necessary to submit an Application to their first appointment. Clinic Sliding Fee Scale Discount Applications are processed before or on the patient's initial date of service.

b. Patients may apply for a Clinic Sliding Fee Scale Discount by submitting an Application or through an interactive process with a financial counselor. Patients must complete the applicable Application and provide all required documentation. Applications may be obtained:

   i. Online at the Northwell Health web address: www.northwell.edu/billing-and-insurance/financial-assistance-programs-policies/financial-assistance-program;
   ii. At each Northwell Health hospital facility's main registration desk or Emergency Room desk;
   iii. By contacting a financial counselor at one of the offices listed Section J of this Policy; or
   iv. At the applicable Clinic.

c. All decisions on Clinic Sliding Fee Scale Discount eligibility will be communicated in writing. If a patient is determined not to be eligible for a Clinic Sliding Fee Scale Discount, Financial Assistance may still be available to such patient in accordance with this Policy.

5. **Documentation for Clinic Sliding Fee Scale Discount**. The same documentation and Application required to process Financial Assistance Applications under Section E of this Policy is required for Clinic Sliding Fee Scale Discounts, as well. If an applicant does not have any of the listed documents to prove Family Income, the applicant may call the hospital facility's financial counseling office noted in Section J of this Policy below or discuss with applicable Clinic personnel, to determine whether other evidence may be provided to demonstrate eligibility. Approved Applications for the Clinic Sliding Fee Scale Discount for Uninsured patients (other than those patients who have exhausted their health insurance benefits) will remain valid for twelve months and may be used to determine eligibility for subsequent services. Clinic Sliding Fee Scale Discount determinations may be re-evaluated at any time information relevant to the eligibility of the patient for a Clinic Sliding Fee Scale Discount changes during those twelve months.

6. **Communication of the Clinic Sliding Fee Scale Discount Program to Patients and the Public.** Section G of this Policy applies in its entirety with respect to the Clinic Sliding Fee Scale Discount.

7. **Northwell Health Financial Counseling Offices.** Section J of this Policy applies in its entirety with respect to the Clinic Sliding Fee Scale Discount.

APPENDIX C
PLAIN LANGUAGE SUMMARY OF THE FINANCIAL ASSISTANCE POLICY

Northwell Health Financial Assistance Policy
Plain Language Summary

At Northwell Health (Northwell), we are committed to providing the best care possible for all of our patients and to increasing access to high-quality clinical care in the communities we serve. We understand that, as a patient, you may feel stressed to receive a hospital bill. That is why we have created a robust financial assistance policy at our hospitals and hospital-based clinics. You may qualify for help if you are unable to pay all or part of your bills for emergency or other medically necessary care.

We have a large staff of trained financial counselors ready to assist you if you believe you need financial assistance. **We encourage you to use the contact information listed below to contact Northwell and ask to speak to a financial counselor to see if you qualify.** Northwell financial counselors may also be able to help you obtain health care insurance available to you.

Summary of Northwell Health's Financial Assistance Policy

For more complete details, please review the full policy available at https://www.northwell.edu/billing-and-insurance/financial-assistance-programs-policies/financial-assistance-policy.

Eligible services

You may be eligible for financial assistance for emergency medical care and other medically necessary services provided and billed by Northwell Health's hospitals. These services include physician services in these hospitals provided by physicians who are employed by Northwell Health. A sliding fee discount is also available for medically necessary services provided to uninsured patients in a Northwell hospital clinic.

If you are a New York state resident, you may qualify for financial assistance or the sliding fee discount if you submit an application and if we determine that you are eligible. You may be eligible if you have no health insurance, or if you are otherwise unable to pay. If you do have health insurance, you may still be eligible if you have out-of-pocket expenses that you are not able to pay. Factors that will determine your eligibility for financial assistance are discussed below.

How to apply for financial assistance

Submit a complete financial assistance application with all required documentation online, via mail, or by working with one of Northwell Health's financial counselors over the phone. You can get an application in any of the following ways:

- online at the Northwell Health website: https://www.northwell.edu/billing-and-insurance/financial-assistance-programs-policies/financial-assistance-program
- at each Northwell Health hospital facility's main registration desk or emergency room

desk, or at the applicable clinic
- by contacting Northwell at the contact listed below and asking to speak with a financial counselor

If you are a **hospital patient,** we encourage you to apply for financial assistance as soon as possible and within 90 days from the date on your first post-discharge billing statement. Note, however, that you can submit a financial-assistance application at any time after you are treated at the hospital.

If you are a **new** patient at a hospital clinic, we encourage you to submit your application before your first appointment, or to bring the materials necessary to submit an application to your first appointment.

If you submit an incomplete application, we will notify you and give you an opportunity to provide any missing information or documentation.

Determination of eligibility

Eligibility for financial assistance is based on family income and, in some cases, on other information you provide. If after reviewing your application, Northwell determines that your income is at 500% of Federal Poverty Guidelines (FPG) or below, you will be eligible for a discount on your bill for eligible services. Greater discounts are provided for lower levels of income. In 2024, the maximum income levels for eligibility at 500% of FPG are shown below:

Household / Family Size	Maximum Family Income (500% of 2024 Federal Poverty Guidelines)*
1	$75,300
2	$102,200
3	$129,100
4	$156,000
5	$182,900
6	$209,800
For each additional person, add	$26,900
* These guidelines are from 2024 but will be updated every year.	

If your family income is less than or equal to 200% of the FPG, you may qualify for free hospital or hospital clinic care. If your family income is between 201% and 500% of the FPG, you may qualify for partial financial assistance. If eligible, you will not be billed more than the amount generally billed to insured persons for the care provided.

For non-English speakers

Find translations of our financial assistance policy, our application for financial assistance, and this plain language summary online at https://www.northwell.edu/billing-and-insurance/financial-assistance-programs-policies/financial-assistance-policy or request a

copy.

Contacts for questions about financial assistance or for help completing an application

All Northwell hospitals and hospital clinic sites *except* Peconic Bay
Website: www.northwell.edu/billing-and-insurance/financial-assistance-programs-policies/financial- assistance-program

Most Northwell Health hospitals or hospital clinic sites
For: North Shore University Hospital, Long Island Jewish Medical Center, Long Island Jewish Forest Hills, Long Island Jewish Valley Stream, Cohen Children's Medical Center, Zucker Hillside Hospital, Huntington Hospital Association, Lenox Hill Hospital, Manhattan Eye, Ear and Throat Hospital, Staten Island University Hospital, Glen Cove Hospital, Plainview Hospital, South Shore University Hospital, Syosset Hospital

Phone: 1-800-995-5727
Walk-in address: Northwell Health
Financial Assistance Unit
2 Huntington Quadrangle, Suite 4S01
Melville NY 11747-9001

Mailing address: Northwell Health
Financial Assistance Unit
P.O.B. 9001
Melville NY 11747-9001

John T. Mather Hospital
Phone: 631-313-7712
Mailing address: Financial Assistance Department
75 North Country Road, 1st floor
Port Jefferson NY 11777-2190

Northern Westchester Hospital
Phone: 914-666-1512
Mailing address: Financial Assistance Unit
400 East Main Street
Mount Kisco NY 10549-1096

Phelps Memorial Hospital Center
Phone: 914-366-3004
Mailing address: Financial Counseling

701 North Broadway
Sleepy Hollow NY 10591-1096

Peconic Bay Medical Center (note different website address)
Phone: 631-548-6099
Mailing address: Financial Assistance
1 Heroes Way
Riverhead NY 110901
Website: www.pbmchealth.org/admissions/billing/financial-aid

APPENDIX D
COLLECTION POLICY

GENERAL STATEMENT of PURPOSE

This Collection Policy (the "Policy"), along with Northwell's Financial Assistance Policy ("FAP"), establishes procedures regarding collection of patient accounts. The purpose of this Policy is to reasonably balance the need for financial stewardship with needs of individual patients who are unable or unwilling to pay their accounts. This Policy covers the procedures Northwell Health will take prior to engaging in collections activities and the procedures Northwell Health and any collection agency engaged by Northwell Health will take when performing collections activities. This Policy is intended to comply with the Financial Assistance policy requirements of Internal Revenue Code Section 501(r) as enacted in 2010 and the Department of Treasury regulations and Section 2807-k(9-a) of the New York Public Health Law. This Policy shall take effect immediately upon the later to occur of (a) October 20, 2024 and (b) the date upon which Chap. 57, Part Y, Subpart C, Section 1 of the 2023 N.Y. Laws takes effect.

In order for Northwell Health to responsibly manage its resources and provide the appropriate level of assistance to the greatest number of persons in need, patients are expected to contribute to the cost of their care based on the requirements of their insurance, or in the case of uninsured or underinsured patients, based on their individual ability to pay.

Please see Section H of the FAP for information on how to obtain a free paper copy of this Policy.

POLICY

It is the policy of Northwell Health to pursue collection of unpaid patient balances from patients who have the ability to pay those balances. Northwell Health will apply collection procedures consistently and fairly for all patients regardless of insurance status. All collection procedures will comply with applicable laws and with Northwell Health's mission. For those patients unable to pay all or a portion of their bill, reasonable efforts will be made to determine whether the patient qualifies for Financial Assistance under the FAP. Collection agencies and outside debt collection law firms may be enlisted to assist in collecting unpaid patient balances only after reasonable collection and payment options have been exhausted. Collection agencies and outside debt collection attorneys may help resolve accounts for services where patients are uncooperative in making payments, have not made appropriate payments, or have been unwilling to provide reasonable financial and other data to support their request for Financial Assistance. Collection agencies and outside debt collections attorneys retained by Northwell Health and their staff will agree to comply with this Policy and the FAP, including providing information to patients on how to apply for Financial Assistance, suspending any Extraordinary Collection Action ("ECA") while a Financial Assistance Application is pending, and upholding the confidentiality and individual dignity of each patient. For any patient determined to be eligible for Financial Assistance, collection agencies and collection agency staff will ensure that the individual does not pay more than they are determined to be required to pay and that all reasonably available measures are taken to reverse any ECAs taken against the individual. All collection agencies and outside debt collections attorneys will follow the Health Insurance Portability and Accountability Act

("HIPAA") requirements for handling personal health information.

SCOPE

This Policy applies to all Northwell Health tax-exempt hospital facilities exempt under 501(c)(3) of the Internal Revenue Code and services rendered at those hospital facilities by employed physicians.

DEFINITIONS

Amount Generally Billed ("AGB"): The amounts generally billed for Emergency Medical Care or other Medically Necessary Services to individuals who have insurance covering such care, determined by multiplying the Gross Charges (as defined in the FAP) for the care by the AGB Percentage (as defined in the FAP).

Application: The Financial Assistance program application whether submitted in hard copy, electronically, or via telephone interview.

Emergency Medical Care: Health care services that a hospital or a physician exercising prudent clinical judgment, would provide to a patient exhibiting an Emergency Medical Condition.

Emergency Medical Conditions: As defined by section 1867 of the Social Security Act (42 U.S.C. 1395dd), also known as the Emergency Medical Treatment and Active Labor Act ("EMTALA"), a medical condition manifesting itself by acute symptoms of sufficient severity such that the absence of immediate medical attention could reasonably be expected to result in: (i) placing the health of the individual in serious jeopardy; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ part. EMTALA also defines an emergency medical condition to include a pregnant woman who is having contractions.

Extraordinary Collection Action ("ECA"): Collections actions requiring a legal or judicial process that Northwell Health may take pursuant to Section 1.501(r)-6 of the Department of Treasury regulations to obtain payment of a bill for care, including (1) commencing a civil action against an individual, (2) placing a lien on an individual's property other than a primary residence, and (3) attaching or seizing an individual's bank account or any other personal property.

Financial Assistance: The discount offered by Northwell Health to persons who cannot afford to pay for the care they received for Emergency Medical Care or other Medically Necessary Services pursuant to the Northwell Health Financial Assistance Policy ("FAP").

Medically Necessary Services: Health care services that a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of evaluating, diagnosing, or treating an illness, injury, disease, or its symptoms, and that are: (a) in accordance with the generally accepted standards of medical practice; (b) clinically appropriate; and (c) not primarily for the convenience of the patient.

Plain Language Summary of the FAP ("PLS"): A written statement that notifies an individual that the hospital facility offers Financial Assistance and provides the following information in language that is clear, concise, and easy to understand with the aim that as much of it as practicable (given the topic and substance of the document) be drafted at a fifth-grade reading level:

1. A brief description of the eligibility requirements and assistance offered under the FAP;
2. A brief summary of how to apply for assistance under the FAP;
3. The direct web site address (or URL) and physical locations where the individual can obtain copies of the FAP and the Financial Assistance Application form;
4. Instructions on how the individual can obtain a free copy of the FAP and the Application by mail;
5. The contact information, including telephone number and physical location, of the hospital facility office or department that can provide information about the FAP and assistance with the Application process;
6. A statement of the availability of translations of the FAP, Application and Plain Language Summary in other languages, if applicable; and
7. A statement that an individual eligible for Financial Assistance may not be charged more than the AGB for Emergency Medical Care or other Medically Necessary Services.

Third-Party Payor: An entity, whether private or governmental, that provides reimbursement to Northwell Health for health care items and services provided by Northwell Health.

PROCEDURE/GUIDELINES

A. Financial Expectations

1. Consistent with this Policy, the FAP, and applicable law, Northwell Health shall clearly communicate with patients regarding financial expectations.
2. Patients are responsible for understanding their insurance coverage and for providing requested documentation to aid in Northwell Health's submission of claims to insurance for reimbursement.
3. Patients are generally responsible for paying self-pay balances, including any amounts not paid by Third-Party Payors, not covered by Financial Assistance pursuant to the FAP, and deemed patient responsibility. This may include but is not limited to charges for services not covered or deemed not medically necessary by the patient's Third-Party Payor.
4. Patients are responsible for remitting payment to Northwell Health when, pursuant to their particular insurance policy, the insurer pays funds to the patient directly that are due to Northwell Health.
5. Prior to providing non-Emergency Medical Care, Northwell Health may request that patients pay an estimated amount, such as estimated copayments, co-insurance, deductibles, amounts for non-covered services as determined by their insurance before the provision of services, or a preservice deposit. These preservice payments may be requested of all patients without regard to a patient's outstanding bills for previous services. Such amounts may also be collected after services are provided. Required preservice payments will not exceed the AGB.

6. For patients with an outstanding balance, Northwell Health will, in a manner consistent with this Policy, endeavor to collect from those patients amounts owed before access to future non-Emergency Medical Care or non-Medically Necessary Services is granted, unless prior payment arrangements have been made. Northwell Health will not defer or deny Emergency Medical Care or Medically Necessary Services because of an individual's nonpayment of one or more bills for previously provided care.

B. Collection Resources, Authorization and Other Requirements

Northwell Health is dedicated to providing accessible and affordable care to the individuals, families and communities it serves. Northwell Health has committed significant resources to accomplish this goal, including but not limited to the following:

1. A dedicated financial counseling department that offers the services of certified application counselors ("CACs") to assist and counsel patients in managing the financial aspects of the care they receive. CAC certification requires successful completion of state and local training courses. To maintain certification, CACs are required to attend any state-imposed training on an annual basis. To ensure that all CACs are properly certified, Northwell Health tracks and monitors each CAC's certification status upon hire and annual recertification. In addition, Northwell Health's Corporate Compliance Office (the "Compliance Office") shall, on an annual basis, receive a list of CACs currently employed by Northwell Health and conduct a probe sample to confirm that certifications are in place.
2. A dedicated Compliance Program Director who serves as the Medical Debt Ombudsperson (the "Ombudsperson") and is responsible for (a) reviewing and approving any ECA related to the collection of debt or judgment enforcement taken in accordance with this Policy; and (b) working collaboratively across Northwell Health to ensure compliance with this Policy.

The chart below describes the level of internal Northwell Health approval required to engage in certain collection activities. The individual(s) identified below shall provide written consent to any collection agency or outside debt collection attorney undertaking collection activities before the commencement of civil action or pursuit of a default judgment or judgment enforcement.

Approval Needed	**Role**
Placement of account or group of accounts at collection agency	Northwell Health Manager or above
Civil Action	Northwell Health Manager or above and Ombudsperson
Default Judgement	Northwell Health Manager or above and Ombudsperson
Judgement Enforcement	Northwell Health Manager or above, Senior Vice President or Executive Vice President, and Ombudsperson

In addition to the above, wherever an action will require the filing of an affidavit by the Chief Financial Officer of a Northwell Health hospital pursuant to Section J(7), the approval of such

Chief Financial Officer will be required, as well.

C. Matters of Third-Party Payors

1. Northwell Health shall maintain and comply with policies and procedures to ensure the timely and accurate submission of claims to known Third-Party Payors. If Northwell Health timely receives information about a patient's Third-Party Payor but does not timely submit a claim to the Third-Party Payor, Northwell Health shall not hold the patient liable for the amount it would have received from such Third-Party Payor.
2. Northwell Health shall not bill a patient for any amount that it is aware that a Third-Party Payor is obligated to pay.
3. Northwell Health will collect all amounts permitted from Third-Party Payors and will seek payment from patients in accordance with each patient's Third-Party Payor's plan.
4. Northwell Health may refer a patient's outstanding balance to a collection agency or outside debt collection attorney following an initial denial or adjudication of the claim by the Third-Party Payor and unsuccessful attempts to secure payment from the patient directly, all in accordance with Sections B and H.
5. Northwell Health shall not knowingly refer any bill to a collection agency or outside debt collection attorney for collection activity when a claim is denied by a Third-Party Payor due to Northwell Health's failure to timely submit a claim to a Third-Party Payor, and such error results in the patient becoming liable for the debt when they would not otherwise be liable. Northwell Health reserves the right to substantiate that an error has been made. Patients must sign an authorization allowing Northwell Health to bill the patient's Third-Party Payor or any other applicable Third-Party Payor and must cooperate with Northwell Health in a reasonable manner to facilitate proper billing to a patient's Third-Party Payor. Northwell Health makes every reasonable attempt to collect from all known Third-Party Payors.
6. Northwell Health will assist patients toward resolution of outstanding insurance issues.

D. Self-Pay Collections

1. Northwell Health will employ reasonable procedures in a fair and consistent manner to collect patient self-pay balances and to maintain confidentiality and patient dignity.
2. All self-pay collection procedures must comply with this Policy and the FAP.
3. All self-pay patient bills must include a conspicuous notice regarding the availability of Financial Assistance, along with a toll-free phone number and other instructions for patients who seek to dispute a bill have questions about the bill or the FAP, or seek assistance with the Application process. The phone number and address for a customer service representative shall be listed on patient bills and collection notices sent by Northwell Health. All telephone calls made by patients and/or their designees will be answered in real time or will be responded to as promptly as possible. Northwell Health shall respond to correspondence sent to a designated address by patients within a reasonable period depending on the request.
4. Standard collection tools may include:
    a. Collection letters/billing statements requesting payment;
    b. Phone calls requesting resolution of the balance;
    c. Letters indicating the account may be placed with a collection agency;

d. In accordance with Section J below, notices indicating that one or more ECAs may be utilized if the patient does not pay the outstanding balance; and
e. Outsourced collection programs performing the above tasks in accordance with Northwell Health policies and procedures.

5. Collection letters and phone call protocols will ensure communications with patients are appropriate and consistent.
6. If a patient advises Northwell Health that a) the patient does not owe all or part of a bill; or b) a Third-Party Payor should pay the bill:
    a. Northwell Health will, if warranted based on a review of the patient's account, suspend further collection efforts until Northwell Health confirms that a debt is, in fact, owed; and
    b. Northwell Health will respond to the patient's concern, verbally or in writing, to confirm whether the patient owes the debt or that the applicable Third-Party Payor has already paid all amounts for which it is obligated. If the response is verbal, such response shall be documented by Northwell Health.
7. If a patient advises Northwell Health's collection agencies or outside debt collection attorneys that a) the patient does not owe all or part of a bill; or b) a Third-Party Payor should pay the bill:
    a. The collection agency or outside debt collection attorney must suspend further collection efforts until Northwell Health, its collection agency or outside debt collection attorney confirms that a debt is, in fact, owed; and
    b. Northwell Health, its collection agency or outside debt collection attorney must respond to the patient's concern, verbally or in writing, to confirm whether the patient owes the debt or that the applicable Third-Party Payor has already paid all amounts for which it is obligated. If the response is verbal, such response shall be documented by Northwell Health, its collection agency or outside debt collection attorney, as applicable.
8. If the patient provides new insurance information, Northwell Health will bill the appropriate Third-Party Payor.
9. For all current or former hospital patients who request an itemized bill, Northwell Health shall respond in writing within ten (10) days of receiving a request. The Compliance Office will review, on a quarterly basis, a sample of accounts to determine if responses are sent in a timely manner.
10. Northwell Health shall maintain a system to record patient inquiries. This system shall include a log of patient complaints received by its billing offices, including complaints received on its toll-free number and designated address for written complaints, regarding the collection of medical debt by Northwell Health or by its collection agencies or outside debt collection attorneys. Such records may be maintained at more than one location. The Compliance Office will review, on a quarterly basis, a sample of patient inquiries and any applicable response to confirm that inquiries are appropriately resolved.

E. Balance Resolution

1. Northwell Health is committed to working with each patient toward equitable resolution of the patient's self-pay balances, regardless of whether a patient qualifies for Financial Assistance. Financial Assistance and in some cases, hardship adjustments, shall be considered

for those patients whose income will not allow full payment of a patient balance within a reasonable time, pursuant to the FAP. Financial Assistance will be applied at approved levels to any outstanding unpaid account the patient may have for Emergency Medical Care or Medically Necessary Services without respect to the date of service. All patients who have submitted an Application will be notified in writing regarding Financial Assistance eligibility determinations (including, if applicable, the assistance for which the individual is eligible) and the basis for this determination.

2. During collection interactions with patients, Northwell Health staff and any outside collection agency staff or debt collection attorneys shall take reasonable steps in accordance with this Policy and the FAP to equitably resolve their account.
3. Northwell Health shall offer multiple options for resolving patient self-pay balances when such options are present.
4. Representatives shall discuss the options available to patients who do not qualify for Financial Assistance under the FAP, and help patients identify which option may best meet their needs and Northwell Health's collection goals. Options may include:
    a. Payment by cash, check, debit, or credit cards;
    b. Offering payment plans; and
    c. Offering modified payment terms on a case-by-case basis.
5. When patients are placed on one or more payment plans in connection with an approved Application under the FAP, Northwell Health shall not charge interest and the monthly payment(s) on such plan(s) together shall not exceed 5% of the patient's gross monthly income. Patients are only eligible for payment plans if their account balance is at least $100 total, with a minimum monthly payment of $25.
6. In every document and web page permitting patients to create a payment plan, Northwell will include a conspicuous notice about the availability of Financial Assistance.
7. Multiple attempts will be made to communicate with patients to resolve a balance so that referrals to outside collection agencies and debt collection attorneys will not be necessary.
8. At any stage of the patient experience, including collections, the patient may request that a determination be made to see if the patient qualifies for Financial Assistance under the FAP. Once an Application is approved, the FAP will govern handling of that patient's balance.
9. Northwell Health will not sell patient's medical debt to any third party, unless such third party explicitly purchases such medical debt in order to relieve the debt of the patient.

F. Staff Training and Monitoring

1. A staff training program for Northwell Health staff who interact with patients regarding billing and collections is essential for successful customer service and collection interactions. Such staff shall be trained when they begin in their role of interacting with patients regarding billing and collections, and annually thereafter while they remain in that role.
2. In addition to participating in Northwell Health annual training programs required of all employees, training of these individuals who interact with patients regarding billing and collections highlights Northwell Health's expectations for treating patients with dignity, and it provides information necessary to effectively inform patients regarding the FAP, and how a patient can obtain more information about the FAP or apply for Financial Assistance. The Compliance Office will also provide training to these individuals on topics including, but not limited to, HIPAA and health care fraud prevention.

3. Northwell Health also imposes training requirements on its debt collection agencies and outside debt collection attorneys on topics including, but not limited to, those described above in Section F(2). The Compliance Office will review, on an annual basis, any applicable training materials provided to debt collection agencies and outside debt collection attorneys.
4. Northwell and collection agency staff will be trained to notify patients that they may qualify for Financial Assistance when discussing payment plans. If a patient indicates a need for Financial Assistance, they will be referred to Northwell's financial counseling department.
5. Northwell Health shall implement and enforce a quality assurance program to evaluate and monitor the activities of Northwell Health staff and its debt collection agencies and outside debt collection attorneys.
    a. Northwell Health shall review a random sample of customer calls each month.
    b. In order to further ensure that the calls are meeting Northwell Health's standards, the Compliance Office will review, on a quarterly basis, (i) a sample of customer calls to Northwell Health that have already been quality checked by the relevant Northwell Health department; and (ii) a sample of customer calls to debt collection agencies and outside debt collection attorneys that have already been quality checked by the relevant Northwell Health department.
    c. Prior to referring an account for civil action under Section K, the Ombudsperson will review any and all calls related to such account.
    d. Northwell Health shall also perform an annual review of debt collection agencies and outside debt collection attorneys to ensure compliance with Northwell Health policies and procedures.

G. Write-off Procedures

When warranted, and subject to Northwell Health's internal approval process, accounts may be written off at any point in the collections process. For example, Northwell Health may write off a patient's account if that patient's ability to pay is adversely affected by a new illness or life event.

H. Collection Agencies

1. Northwell Health shall assist all patients to satisfy their financial obligation before enlisting the assistance of a collection agency. With the exception of outsourced collection programs mentioned above, third-party debt collection agencies may be enlisted only after Northwell Health staff have exhausted reasonable collection and payment options. Agencies may help resolve accounts for services where patients are uncooperative in making payments, have not made appropriate payments, or have been unwilling to provide reasonable financial and other data to support their request for Financial Assistance.
2. When reviewing a patient account for referral to a collection agency, Northwell Health will ensure:
    a. There is a reasonable basis to believe that the patient owes the debt; and
    b. Known Third-Party Payors have been properly billed by Northwell Health such that any remaining debt is the financial responsibility of the patient.
3. Instances in which Northwell Health may pursue collection activities through the use of a collection agency include:

a. Where Northwell Health has made reasonable efforts to determine whether a patient qualifies for Financial Assistance under the FAP in accordance with the process set forth in Section J below and 180 days has passed since the date Northwell Health provided the first post-discharge billing statement for the care;
b. Where a patient does not otherwise qualify for Financial Assistance pursuant to the FAP and has indicated an inability to pay the full amount of the patient's balance in one payment, Northwell Health has first offered the patient a reasonable payment plan or other arrangement to pay the bill without sending to collections; or
c. A patient ceases to make payments in accordance with the terms of a payment plan previously agreed to or ceases to cooperate with Northwell Health to resolve the patient's account.

4. Patients are provided a minimum of thirty (30) days advance notice prior to any referral to an outside collection agency. This notice will also inform patients of the availability of Financial Assistance.
5. Northwell Health and outside collection agencies shall cease all collection efforts if a patient is determined to have been eligible for Medicaid at the time services were rendered if Medicaid coverage was available.
6. Northwell Health will not pursue collection against a patient for any amount that a Third-Party Payor is obligated to pay Northwell Health directly, provided the patient has given authorization to bill the Third-Party Payor and such payment has not been paid to and retained by the patient.
7. In accordance with the procedures set forth in Section J below, if a patient applies for Financial Assistance after an account has been referred for collection activity, Northwell Health and/or a collection agency shall suspend all collection activity until the patient's Application has been processed and Northwell Health notified the patient of its determination.

I. Relations with Collection Agencies and Outside Debt Collection Attorneys

1. Northwell Health will contract with collection agencies and outside debt collection attorneys approved by Northwell Health's Office of Procurement, based on agreements approved by Northwell Health's Office of Procurement and the Northwell Health Office of Legal Affairs. A copy of all executed contracts shall be promptly provided to Northwell Health Office of Procurement who shall maintain a list of each outside collection agency or outside debt collection attorney under contract and the expiration date of such contract.
2. Northwell Health shall require all collection agencies and debt collection attorneys to submit all customer complaints to Northwell Health. Northwell Health will work with collection agencies and debt collection attorneys, as needed, to resolve such complaints.
3. Each contracted collection agency and debt collection attorney must agree that a flat commission percentage shall be its sole source of compensation.
4. Northwell Health shall terminate its contract with any collection agency or debt collection attorney who is not satisfying its contractual obligations in a material way.
5. Northwell Health shall enter written contracts directly with any outside debt collection attorney or law firm utilized by it to collect debt from its patients and shall not subcontract or delegate the selection of any outside debt collection attorney or law firm to a collection agency. Such written contracts shall require the outside debt collection attorney or law firm to act in accordance with the terms of the FAP and this Policy and all applicable laws.

J. Extraordinary Collection Actions

Northwell Health (or, upon written authorization from Northwell Health, a collection agency or an outside debt collection attorney), may, in accordance with the terms of this Policy and the FAP, undertake one or more ECAs to collect an outstanding patient balance. Before initiating any ECAs, the Ombudsperson shall determine that reasonable efforts were made by Northwell Health and/or any collection agency or outside debt collection attorney to determine whether a patient is eligible for Financial Assistance under the FAP.

1. Timeframes for ECAs

Northwell Health will provide a 180-day "Notification Period" during which Northwell Health will provide a minimum of two notices which inform the patient about the FAP. Northwell Health will not initiate any ECAs or refer an account to an outside debt collection agency or law firm for at least 180 days from the date Northwell Health provides the first post-discharge billing statement for the care.

With respect to any ECA, Northwell Health will provide written notice that indicates that financial assistance is available for eligible individuals, identifies the ECAs that Northwell Health (or any collection agency) may initiate to obtain payment for the care, and states a deadline after which such ECAs may be initiated that is no earlier than 30 days after the date of the written notice ("ECA Notice"). Northwell Health will also provide a Plain Language Summary of the FAP with the ECA Notice and will make a reasonable effort to provide oral notification about the FAP and how the individual may obtain assistance with the Application process at least 30 days before first initiating one or more ECAs to obtain payment for the care.

2. Suspending ECAs While Applications Pending

If an individual submits an incomplete Application, Northwell Health will notify the individual, in writing, about how to complete the Application and provide the patient with a reasonable opportunity to do so. Upon receipt of a complete or incomplete Application, Northwell Health (or any collection agency) will not initiate or take further action on any previously-initiated ECAs to obtain payment for the care until either: (1) Northwell Health has determined whether the individual is eligible for Financial Assistance based on a complete Application, or (2) in the case of an incomplete Application, the individual has failed to respond to requests for additional information and/or documentation within a reasonable period of time, a minimum of thirty (30) days, given to respond to such requests.

3. Determinations Regarding Eligibility for Financial Assistance

If, at any point, an individual submits a Application that Northwell Health deems to be complete, Northwell Health will make a determination as to whether the individual is eligible for Financial Assistance for the care and will notify the individual in writing of this eligibility determination (including, if applicable, the assistance for which the individual is eligible) and the basis for this determination within thirty (30) days of receipt of the Application.

If Northwell Health determines an individual is eligible for Financial Assistance after submitting an Application under the FAP for the care, it will do the following:

a. *Billing Statement to Recipients of Discounted Care*: If the individual is determined to be eligible for discounted, as opposed to free care, Northwell Health will provide the individual with a billing statement that indicates the amount the individual owes for the care as an individual eligible for discounted care and how that amount was determined and that states or describes how the individual can get information regarding the AGB for the care.
b. *Appropriate Refund*: Refund to the individual any amount paid for the care (whether to Northwell Health or any other party to whom Northwell Health has referred debt for the care) that exceeds the amount the individual is determined to be personally responsible for paying as an individual eligible for Financial Assistance, unless such excess amount is less than $5.
c. *Measures to Reverse any ECA*: Take all reasonably available measures to reverse any ECA taken against the individual to obtain payment for the care.

4. Civil Action

a. Except as otherwise provided herein, Northwell Health reserves the right to take civil action against anyone who has accepted responsibility or is required to accept responsibility for a patient's bill.
b. Northwell Health (or any external collection agency or outside debt collection attorney it retains) will not pursue a civil action until one hundred and eighty (180) days after Northwell Health provides a patient with the first post-discharge billing statement.
c. Situations that may qualify for a civil action include:
    i. Patients who keep insurance payments or settlements owed to Northwell Health for care; and
    ii. Patients who refuse to pay an undisputed bill for patient services even though they have sufficient resources to pay.
d. A civil action shall not be filed against any patient to collect medical debt until the Ombudsperson has approved, reviewed, and, where applicable, confirmed the following:
    i. There is a reasonable basis to believe that the patient owes the debt.
    ii. Known Third-Party Payors have been properly billed such that any remaining debt is the financial responsibility of the patient.
    iii. Northwell Health has complied with Section J(1) above.
    iv. Northwell has sent the patient at least three statements informing them of the debt owed and the availability of Financial Assistance
    v. Where the patient has indicated an inability to pay the full amount of the debt in one payment, Northwell Health has offered the patient the opportunity to pay pursuant to a payment plan, regardless of whether the patient qualifies for Financial Assistance under the FAP.
    vi. The patient's estimated income is more than 500% of the Federal Poverty Guidelines based on estimated family size.
    vii. The patient is not known to be an enlisted service person or veteran.

viii. The patient is not known to be a Northwell Health Employee or covered dependent.
ix. The patient is not known to be unemployed.
x. The patient is not known to be disabled or blind.
xi. The patient must not have previously been approved for Financial Assistance within the last 12 months, or if they have been approved, no information relevant to the eligibility of the patient for Financial Assistance has changed during those 12 months.
xii. The patient is not known to be deemed incapacitated by a medical professional.

e. No civil action will be initiated against any debtor's account until Northwell Health has given written authorization to its debt collection attorney to commence such action. Reasonable efforts to collect on an account pursuant to Section H must be made prior to commencing a civil action. If a civil action must be taken, the action will be initiated in the name of the applicable Northwell Health entity.

5. Default Judgments

a. Northwell Health shall not obtain a default judgment against any patient without the specific approval of the Ombudsperson. Before authorizing a motion for a default judgment, the Ombudsperson should consider whether there is a reasonable basis to believe that the patient:
   i. Already believes that the patient has adequately answered the complaint by calling or writing to Northwell Health, its collection agency, or its outside debt collection attorneys;
   ii. Is known to be sick, disabled, infirm, or elderly to potentially render the patient unable to answer the complaint; or
   iii. May not have received service of the complaint.
b. If Northwell Health has knowledge of the identity of an attorney representing a patient in connection with Northwell Health debt collection efforts, it shall notify its outside debt collection attorney, law firm, and agency of the identity of such attorney. Neither Northwell Health, nor any contracted collection agency or outside debt collection attorney retained by Northwell Health, shall directly contact any patient known to be represented by an attorney regarding the collection of that debt without the permission of the patient's attorney.

6. Judgment Enforcement

a. Northwell Health shall not give any collection agency or outside debt collection attorney unlimited authorization to pursue any measures for the enforcement of judgments.
b. After obtaining a judgment against a patient in court for a debt, Northwell Health may garnish, encumber or levy the bank account or other asset of any patient in accordance with applicable law and upon written approval by the Ombudsperson as well as a Northwell Health Executive Vice President or Senior Vice President.

c. Before Northwell Health authorizes its collection agencies or outside debt collection attorneys to proceed with measures to enforce a judgment, the appropriate Northwell Health manager or above and Ombudsperson must verify that:
    i. Northwell Health has no reasonable basis to believe that the patient's assets, such as funds at a financial institution, are likely to be exempt from garnishment, or other measures of judgment execution pursuant to state and federal law. Such information may include, but is not limited to, whether the patient is on Social Security, Medical Assistance, or other relief based on need.
    ii. There is a reasonable basis to believe that the patient owes the debt.
d. Northwell Health shall require its law firm to send an appropriate notice to any patient of a garnishment or other judgment enforcement action.
e. If a patient submits a written claim that the patient's assets are exempt from garnishment or other enforcement measure, Northwell Health's outside debt collection attorney shall not object to the claim or exemption without first receiving specific, case-by-case approval of the Ombudsperson. In deciding whether to grant such approval in a particular case, the Ombudsperson shall review all information submitted by the patient in support of the patient's claim of exemption.
f. Any measures utilized to enforce judgments will be in accordance with state and federal law, including but not limited to Article 52 of the New York Civil Practice Law and Rules (§5201-§5253) and New York Public Health Law 2807-k(9-a).
g. Pursuant to current federal and state rules and regulations, the following assets will not be pursued:
    i. A patient's primary residence
    ii. A patient's child support income
    iii. A patient's retirement account balances
    iv. A patient's Social Security income

7. <u>ECAs for Patients Below 400% of the Federal Poverty Guidelines</u>

a. Notwithstanding anything in this Section J to the contrary, Northwell Health shall not commence any ECA against patients with incomes below 400% of the Federal Poverty Guidelines.
b. In connection with any ECA requiring the submission of a complaint, such complaint shall be accompanied by an affidavit of the applicable Northwell Health hospital's Chief Financial Officer stating that, based upon Northwell Health's reasonable effort to determine the patient's income, the patient against whom it is taking legal action does not have an income below 400% of the Federal Poverty Guidelines based on estimated family size.

K. Enforcement

This Policy will be enforced for all applicable Northwell Health entities covered by the scope of this Policy, their employees, and collection agencies (and their agents and employees) and outside debt collection attorneys (and their agents and employees) retained by Northwell Health. Any abusive, harassing, or misleading language or conduct by any Northwell Health

employees responsible for collecting medical debt from patients, or from any debt collection agencies and outside debt collection attorneys and their respective agents and employees, will be addressed through corrective action procedures or contractual remedies.

L. Patient Inquiries

For any questions or concerns regarding medical bills or Northwell Health's collection processes, please call (888) 214-4066 or submit an online inquiry by visiting https://www.northwell.edu/billing-and-insurance/submit-an-insurance-claim/medical-bills.

For any compliance-related concerns or inquiries, please contact Northwell Health's Corporate Compliance HelpLine at 800-894-3226, www.northwell.ethicspoint.com, or via mobile texting option using the following QR code:

The HelpLine is available 24 hours, seven days a week. Individuals are encouraged to report any problem or concern either anonymously or in confidence via the HelpLine as they deem appropriate. Individuals also have the option of contacting the Compliance Office directly via telephone at 516-465-8097 or fax at 516- 465-8996 during regular business hours or in-person at 1111 Marcus Avenue, Suite 107, Lake Success, New York.

M. Collection Efforts for Non-Hospital Services by Northwell Health-Employed Physicians

Collection efforts related to services performed by Northwell Health-employed physicians in physician offices that are non-hospital facilities ("Non-Hospital Services") shall follow this Policy once all such physician offices have fully transitioned to Northwell Health's new electronic medical record system ("Transition Date"). This Policy shall be in effect for collection efforts related to Non-Hospital Services provided by physicians who become employed by Northwell Health after the Transition Date once the physicians become fully operationally integrated with Northwell Health, including but not limited to being on Northwell Health's electronic medical record system.

Patients can reference their billing statement(s) for the applicable customer service lines for any questions or concerns regarding Non-Hospital Service medical bills or collection processes.

N. Transition

Tax-exempt hospital facilities that become members of Northwell Health after the effective date of this Policy shall follow this Policy once they become fully operationally integrated with Northwell Health, including but not limited to being on Northwell Health's electronic medical

record system.

O. Equal Opportunity

When making decisions throughout the collection process, Northwell Health employees and agents shall comply with the multiple federal and state laws that preclude discrimination and shall not take into account age, gender, sex, race, color, national origin, religion, military service, social or immigrant status, sexual orientation, gender identity, spousal affiliation, physical handicap, mental handicap, or any other classification protected by federal, state or local laws.

REFERENCES to REGULATIONS and/or OTHER RELATED POLICIES

- New York State Public Health Law § 2807-k(9-a)
- New York Civil Practice Law and Rules §§ 5201-5253
- Internal Revenue Code § 501(r)
- Northwell Health Human Resources Progressive Discipline Policy
- Northwell Health Policy #800.73 Compliance Program Disciplinary Standards for Non-Employees

CLINICAL REFERENCES/PROFESSIONAL SOCIETY GUIDELINES

N/A

ATTACHMENTS

N/A

FORMS

N/A

APPROVAL:	
Northwell Health Policy and Procedure Committee	
Finance Committee	

Attachment D

The following definitions and methodology shall apply for the implementation of the price constraint:

1. Price Constraints. For price increases negotiated after the Closing Date for commercial payor contracts whose rates will take effect within five (5) years of the Closing Date (the "Price Constraint Period"), the CT Hospitals shall each comply with the terms and price constraints specified in this **Attachment D** and shall not exceed the average of the Health Care Cost Growth Benchmark Target and the Consumer Price Index for Medical Care in New England, all urban consumers, (CPI), not seasonally adjusted (the "Average Benchmark"). The CPI shall be determined by taking the difference between the published CPI for December of the immediately preceding calendar year and published CPI for December of the year prior to that, measured at the time of the negotiated increase, provided, however, in no event shall the CPI be less than zero percent (0%). The CPI is published monthly by the U.S. Bureau of Labor Statistics on their website.

2. Sharon Hospital. In the case of Sharon Hospital, price constraints described in paragraph 1 shall not take effect until Sharon Hospital average prices equal 262% of Medicare.

3. Audit of Price Constraints. The IM shall audit the compliance with the defined price constraints set forth in paragraph 1 of this **Attachment D**.

   The IM may use the following methodology to review contractual price constraints:

   For the term of the Price Constraint Period, the Applicants shall request an annual rate trend increase of no more than the Average Benchmark for each Nuvance Health CT Hospital (excluding Sharon Hospital per paragraph 2 above); provided, however, the rates may be redistributed on a rate trend neutral differential basis for all such services; using the weighted average volume of a baseline period as agreed to by the payer and the Applicants, so that individual services may have rate trends above or below the Average Benchmark but the overall rate trend of the differential rates shall not exceed the Average Benchmark in the aggregate. The basis for the calculation will be available for the IM to review for compliance with the terms of the Price Constraint Period.

4. Alternative Payment Models. The Applicants are free to enter into agreements through one or more Alternative Payment Methods, and such agreements shall not be subject to the price constraint(s) described herein.

Attachment E

Quality Indicator Name	Description	Steward / Source	Documentation Link
Inpatient Quality Indicator 91 (IQI 91): Mortality for Selected Inpatient Conditions	The weighted average of the observed-to-expected ratios for the following component indicators: • IQI 15 Acute Myocardial Infarction (AMI) Mortality Rate • IQI 16 Heart Failure Mortality Rate • IQI 17 Acute Stroke Mortality Rate • IQI 18 Gastrointestinal Hemorrhage Mortality Rate • IQI 19 Hip Fracture Mortality Rate • IQI 20 Pneumonia Mortality Rate	U.S. Department of Health and Human Services, Agency for Healthcare Research and Quality	• All AHRQ-IQI Technical Specifications • IQI 91 Technical Specifications
Patient Safety Indicator 90 (PSI 90): Patient Safety and Adverse Events Composite	The weighted average of the observed-to-expected ratios for the following component indicators: • PSI 03 Pressure Ulcer Rate • PSI 06 Iatrogenic Pneumothorax Rate • PSI 08 In-Hospital Fall-Associated Fracture Rate • PSI 09 Postoperative Hemorrhage or Hematoma Rate • PSI 10 Postoperative Acute Kidney Injury Requiring Dialysis Rate • PSI 11 Postoperative Respiratory Failure Rate • PSI 12 Perioperative Pulmonary Embolism (PE) or Deep Vein Thrombosis (DVT) Rate	U.S. Department of Health and Human Services, Agency for Healthcare Research and Quality	• All AHRQ-PSI Technical Specifications • PSI 90 Technical Specifications

	• PSI 13 Postoperative Sepsis Rate • PSI 14 Postoperative Wound Dehiscence Rate • PSI 15 Abdominopelvic Accidental Puncture or Laceration Rate		
Inpatient Quality Indicator 21 (IQI 21): Cesarean Delivery Rate, Uncomplicated	Cesarean deliveries without a hysterotomy procedure per 1,000 deliveries. Excludes deliveries with complications.	U.S. Department of Health and Human Services, Agency for Healthcare Research and Quality	• All AHRQ-IQI Technical Specifications • IQ 21 Technical Specifications
Plan All-Cause Readmissions	For members 18 years of age and older, the number of acute inpatient and observation stays during the measurement year that were followed by an unplanned acute readmission for any diagnosis within 30 days and the predicted probability of an acute readmission.	NCQA HEDIS	• HEDIS Measure Descriptions
Catheter-Associated Urinary Tract Infection	CAUTI Standardized Infection Ratio (SIR) (as summarized measure for all locations) and CAUTI rates by location (see Table 3 of the Technical Specifications at Documentation Link)	CDC's National Healthcare Safety Network (NHSN)	• Urinary Tract Infection (Catheter-Associated Urinary Tract Infection [CAUTI] and Non-Catheter-Associated Urinary Tract Infection [UTI]) Events (Measures in Table 3)
Bloodstream Infection Event (Central Line-Associated	CLABSI Standardized Infection Ratio (SIR) (as	CDC's National	• CLABSI Technical

Bloodstream Infection and Non-central Line Associated Bloodstream Infection)	summarized measure for all locations) and CLABSI rates by location (see Table 8 of the Technical Specifications at Documentation Link)	Healthcare Safety Network (NHSN)	Specifications (Measures in Table 8)
Multidrug-Resistant Organism & Clostridioides difficile Infection (MDRO/CDI) Module	Either of the Core Measures in Table 1 of the Technical Specifications (see Documentation Link)	CDC's National Healthcare Safety Network (NHSN)	• Technical Specifications
Surgical Site Infection Event (SSI) (Colon Procedures/Hysterectomies)	SSI event (numerator) and operative procedure (denominator) data	CDC's National Healthcare Safety Network (NHSN)	• Technical Specifications
Excess Days in Acute Care (EDAC) (AMI, Heart Failure, Pneumonia)	(1) EDAC after hospitalization for heart failure (HF) (2) EDAC after hospitalization for acute myocardial infarction (AMI) (3) EDAC after hospitalization for pneumonia (see Documentation Links)	CMS	• Excess days in acute care (EDAC) after hospitalization for heart failure (HF) • Excess days in acute care (EDAC) after hospitalization for acute myocardial infarction (AMI) • Excess days in acute care (EDAC) after hospitalization for pneumonia