

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Raul Pino, M.D., M.P.H.
Commissioner



Dannel P. Malloy
Governor
Nancy Wyman
Lt. Governor

Office of Health Care Access

Agreed Settlement

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

Yale New Haven Health Services Corporation
789 Howard Avenue
New Haven, CT 06519

Docket Number: **15-32033-CON**

Project Title: **Transfer of ownership of Lawrence + Memorial Corporation
to Yale New Haven Health Services Corporation**

Project Description: Lawrence + Memorial Corporation ("L+M") and Yale New Haven Health Services Corporation ("YNHHSC"), herein collectively referred to as the ("Applicants") seek authorization to transfer ownership of L+M and its subsidiaries to YNHHSC, with no associated capital expenditure.

Procedural History: The Applicants published notice of their intent to file a Certificate of Need ("CON") application in the New Haven Register and The Day (New London) on July 27, 28 and 29, 2015. On October 7, 2015, the Office of Health Care Access ("OHCA") received the CON application from the Applicants for the above-referenced project. On December 16, 2015, Commissioner Jewel Mullen designated Attorney Kevin T. Hansted as the hearing officer in this matter. The application was deemed complete on May 10, 2016. On June 17, 2016, OHCA received a petition from a coalition of organizations led by New England Health Care Employees Union, District 1199 SEIU ("District 1199") requesting intervenor status with full rights of cross-examination. The Hearing Officer granted the petition of District 1199 ("Intervenor") on June 24, 2016. On June 22, 2016, the Applicants were notified of the date, time, and place of the public hearing. On June 24, 2016, a notice to the public announcing the hearing was published in The Day. Thereafter, pursuant to Connecticut General Statutes ("Conn. Gen. Stat.") § 19a-639a (f)(2), a public hearing regarding the CON application was initially held on July 11, 2016 and

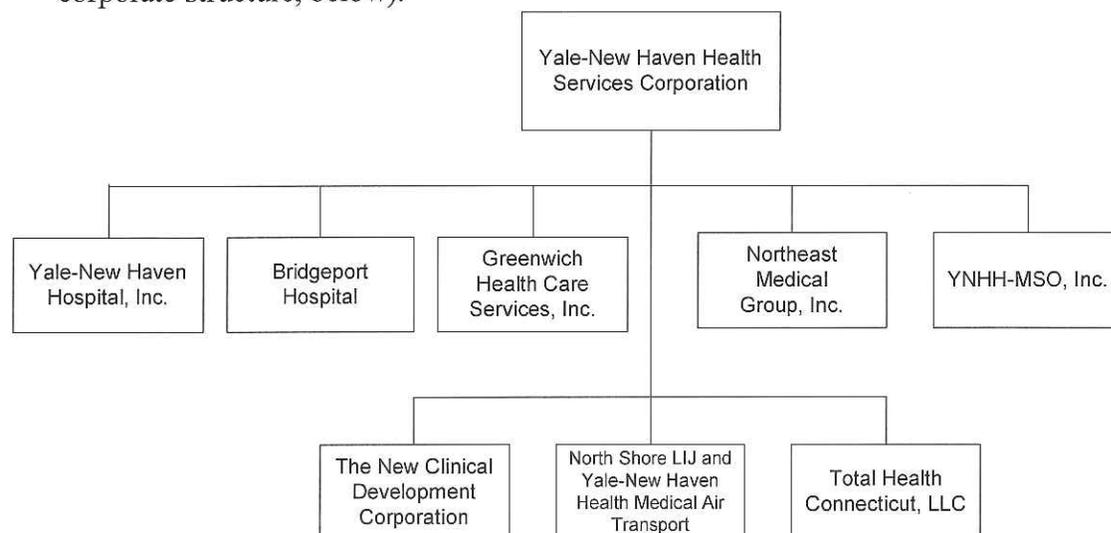


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continued on July 26, 2016. The hearing was conducted in accordance with the provisions of the Uniform Administrative Procedure Act (Chapter 54 of the Conn. Gen. Stat.) and Conn. Gen. Stat. § 19a-639a (f)(2) and the Hearing Officer heard testimony from witnesses for the Applicant and the Intervenors. The public hearing record was closed on September 7, 2016. In rendering the decision, Deputy Commissioner Addo considered the entire record in this matter.

5. In addition to YNHH, YNHHS is the parent company of Greenwich and Bridgeport Hospitals, along with various other subsidiaries and affiliated entities (see legal chart of corporate structure, below).



Ex. A, p. 591

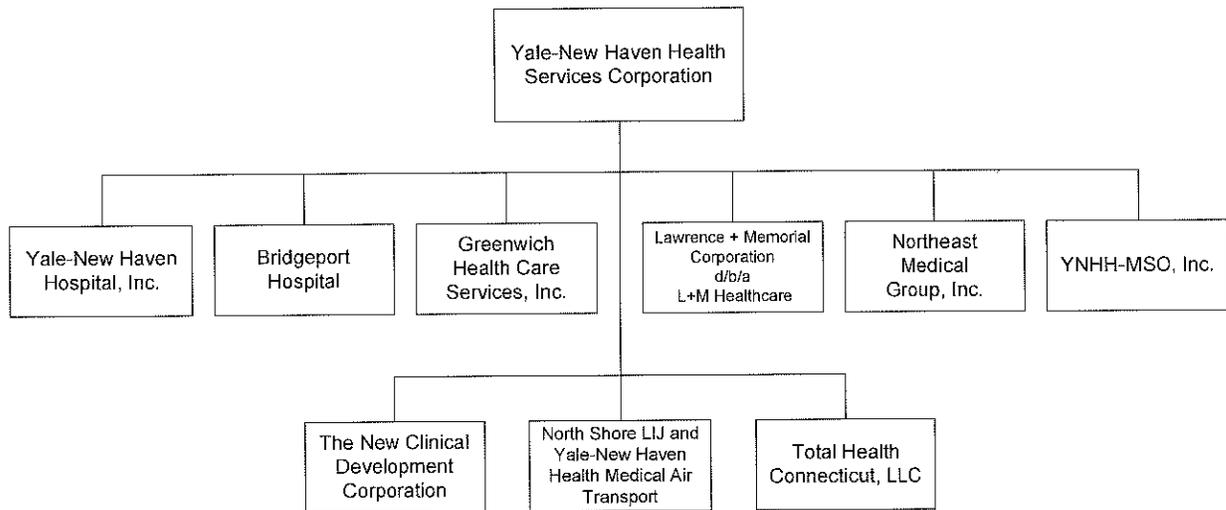
6. The L+M and YNHHS boards approved execution of the Affiliation Agreement and agreed to seek regulatory approval on July 9, 2015 and July 10, 2015, respectively. Ex. A, p. 29
7. The Applicants request authorization to transfer ownership of L+M and its subsidiaries to YNHHS, such that YNHHS shall become the sole corporate member of L+M. Ex. A, pp. 21, 92
8. A Hart-Scott-Rodino filing¹ was submitted to the Federal Trade Commission (“FTC”) on August 7, 2015 and on September 8, 2015, the FTC informed YNHHS and L+M that it would allow the waiting period to expire without further investigation. Ex. A, p. 29
9. Following the transfer of ownership, L+MH will continue to operate as an independently licensed hospital, with its own separate medical staff, bylaws, rules, regulations and elected officers. Ex. A, p. 21
10. L+M will continue to remain a separate entity with its own board responsible for overseeing and managing L+MH and Westerly Hospital, subject to certain reserved rights of YNHHS with respect to fundamental strategic, financial and governance matters. Ex. A, p. 26
11. The L+MH Board will continue as a fiduciary board and be responsible for the oversight and management of patient care, safety, licensure, accreditation, medical staff credentialing, election and removal of officers and approval of actions not otherwise reserved to L+M and/or YNHHS. A YNHHS appointee will serve on the L+MH Board as a result of the

¹ The Hart-Scott Rodino (“HSR”) Act requires that information about large mergers and acquisitions be submitted to the Federal Trade Commission and the Department of Justice prior to their occurrence. The parties may not close their deal prior to the waiting period outlined in the HSR Act without government approval. Source:

<https://www.ftc.gov/enforcement/premerger-notification-program>

proposal, however the L+MH Board's scope of responsibility and authority will be largely unchanged. Ex. A, p. 26

12. The following chart depicts the organizational structure following the proposed transaction:



Ex. A, p. 594

13. The proposal is expected to provide L+M and the community it serves the following benefits:

- enhanced access to health care services through clinical integration and collaboration with YNHHS-affiliated physicians;
- strengthened ability to retain, develop, and recruit physicians;
- access to capital needed to re-invest in L+M and the communities it serves, including advanced diagnostic capabilities and state-of-the-art facilities and technologies;
- access to population health infrastructure and expertise; and
- greater financial stability resulting from being part of a large health system.

Ex. A, p. 25

14. YNHHS offers specialized tertiary and quaternary services not available at smaller community hospitals. As a result, L+MH transfers approximately 1,000 patients each year to YNHHS, via the Y Access Line transfer service. These patients have historically been referred back to the L+M community to receive follow-up care following discharge. Ex. A, p. 26

15. L+MH’s primary service area consists of five towns in southeastern Connecticut; nearly half of discharged inpatients reside in Groton or New London (see table below):

**TABLE 1
 L+MH PRIMARY SERVICE AREA***

Town	FY 2015	
	Discharges	%
Groton	3,797	27.0%
New London	2,929	20.8%
Waterford	1,715	12.2%
East Lyme	1,293	9.2%
Ledyard	828	5.9%
PSA Total	10,562	75.1%
All other	3,498	24.9%
Total	14,060	100.0%

*Primary service area based on top 75% of patient discharges by town

Source: CT DPH Office of Health Care Access, Acute Care Hospital Discharge Database

16. As determined in its most recent Community Health Needs Assessment (“CHNA”), L+MH’s service area has a higher proportion of middle aged and older adults than Connecticut and the nation overall. The Applicants estimate that service area residents in the 65+ age cohort will increase 12.5% from 2015 to 2020. Ex. A, pp. 27, 32

17. L+MH’s 2012 CHNA highlights the likelihood of a higher incidence of heart disease, cancer and certain lung diseases due to the service area demographics. Other key health issues identified are as follows:

- higher cancer incidence than state and national levels for all cancers, in particular, breast, colorectal and lung;
- higher cancer mortality than state and national levels for all cancers, particularly in breast, and lung cancer;
- high Chlamydia rates,
- obesity levels higher than the state average;
- increasing diabetes incidence; and
- high alcohol consumption as compared to national benchmarks.

Ex. A, pp. 32-33

18. L+MH is currently conducting the 2016 CHNA planning process in collaboration with over 30 partner organizations to help determine appropriate strategies and benchmarks, including the use of Healthy People 2020 benchmarks. Testimony of Laurel Holmes, Director of Community Partnerships and Population Health, L+M, Exhibit PP, p. 166

19. The Applicants plan to provide similar levels of funding for community benefits and community building following approval of the proposed transaction. Testimony of Ms. Borgstrom, President and Chief Executive Officer of YNHHS, Ex. PP, p. 169

20. The proposal is expected to provide L+M and the community it serves the following benefits:

- enhanced access to health care services through clinical integration and collaboration with YNHHSO-affiliated physicians;
- strengthened ability to retain, develop and recruit physicians;
- decreased clinical variation for L+M through standardized protocols as a result of adopting Epic, Lawson and other IT platforms used by YNHHSO;
- access to population health expertise and infrastructure;
- development of additional clinical programs identified as needed in the L+MH service area;
- access to capital on more favorable terms once L+M becomes a member of the YNHHSO Obligated Group²; needed to re-invest in L+M and the communities it serves, including advanced diagnostic capabilities and state-of-the-art facilities and technologies;
- supply chain-related cost savings as a result of volume discounts and efficiencies - economies of scale relating to IT, finance, insurance, equipment, supplies and other administrative services;
- more efficient clinical and business practices resulting from the proposed merger of L&M Physician Association, Inc. into Northeast Medical Group, Inc.;
- management expertise and efficiencies; and
- greater financial stability resulting from being part of a large health system.

Ex. A, pp. 25, 37

21. Overall patient volume (discharges and patient days) has declined slightly at L+MH over the past several years (see table below):

**TABLE 2
L+MH HISTORICAL AND CURRENT DISCHARGES**

Service	Actual Volume (Last 3 Completed FYs)			
	FY 2012	FY 2013**	FY 2014**	FY 2015*
Medical/Surgical	10,319	10,139	9,525	9,609
Maternity (OB/GYN)	1,786	1,704	1,811	1,827
Psychiatric	866	822	812	819
Rehabilitation	331	334	310	309
Pediatric	89	98	41	40
Newborn/Neonates	1,546	1,562	1,652	1,666
Total	14,937	14,659	14,151	14,270

*FY 2015 annualized using 6 months of actual volume

**Inpatient demand declined due to the following factors: more stringent requirements for inpatient status (e.g., CMS two-midnight rule), advances in technology and non-surgical options shifting care to the outpatient setting and likely delays in seeking care due to high deductible health plans or lack of coverage. FY 2015

² An obligated group allows organizations to combine multiple business lines or assets to create a single entity that becomes jointly and severally liable for the organization's debt. An obligated group may be stronger financially than the sum of its individual members and generally leads to improved credit ratings, lower borrowing costs and enhanced capacity for future borrowing. Source: <http://www.lancasterpollard.com/NewsDetail/tci-fe-when-breaking-up-is-right-for-your-nonprofit>

volume is projected to increase slightly and may be the result of Westerly's maternity service closure and/or program development initiatives in cardiac, oncology and surgical services at L+MH.

**TABLE 3
 L+MH HISTORICAL AND CURRENT PATIENT DAYS**

Service	Actual Volume (Last 3 Completed FYs)			
	FY 2012	FY 2013	FY 2014	FY 2015*
Medical/Surgical	48,738	46,352	44,415	43,675
Maternity (OB/GYN)	4,890	4,264	4,804	5,108
Psychiatric	6,433	6,367	6,679	7,101
Rehabilitation	4,721	4,536	4,494	4,730
Pediatric	238	213	129	134
Newborn/Neonates	5,537	5,581	5,811	6,183
Total	70,556	67,314	66,332	66,931

*FY 2015 is annualized using 10 months of actual volume

**Inpatient demand declined due to the following factors: more stringent requirements for inpatient status (e.g., CMS two-midnight rule), advances in technology and non-surgical options shifting care to the outpatient setting and likely delays in seeking care due to high deductible health plans or lack of coverage. FY 2015 volume is projected to increase slightly and may be the result of Westerly's maternity service closure and/or program development initiatives in cardiac, oncology and surgical services at L+MH.

Ex. A, pp. 52-53

22. Inpatient discharges are projected to increase slightly as a result of new clinical program development³ and the addition of more specialty care to eastern Connecticut and westerly Rhode Island.

**TABLE 4
 L+MH PROJECTED DISCHARGES BY SERVICE**

Service	Projected Volume			
	FY 2016	FY 2017	FY 2018	FY 2019
Medical/Surgical	9,649	9,633	9,607	9,608
Maternity (OB/GYN)	1,836	1,833	1,829	1,827
Psychiatric	839	847	852	856
Rehabilitation	310	310	310	310
Pediatric	61	77	93	108
Newborn/Neonates	1,696	1,712	1,727	1,741
Total	14,391	14,412	14,418	14,450

³ Potential new programs include: musculoskeletal, neurosurgery/spine, cardiovascular, general surgery, maternity and children's services.

TABLE 5
L+MH PROJECTED PATIENT DAYS BY SERVICE

Service	Projected Volume			
	FY 2016	FY 2017	FY 2018	FY 2019
Medical/Surgical	42,852	42,150	41,489	41,512
Maternity (OB/GYN)	5,059	4,975	4,900	4,895
Psychiatric	7,146	7,104	7,059	7,094
Rehabilitation	4,653	4,583	4,524	4,526
Pediatric	200	247	293	343
Newborn/Neonates	6,142	6,081	6,037	6,078
Total	66,052	65,140	64,302	64,448

Ex. A, pp. 41, 53-54

23. Following adoption of the proposal, L+MH's target patient population will remain the same. There are no planned closures or reductions to any clinical services currently offered. Further, the Applicants are planning service enhancements and expansions to minimize the need for area residents to travel outside the service area for specialty care. Ex. A, pp. 32, 34

24. Clinical needs in the service area will be prioritized through a comprehensive strategic planning process undertaken by L+M and YNHHS. Priority projects to be considered during the first three years following approval of the proposal include:

- behavioral health;
- emergency/urgent care;
- heart and vascular services;
- medicine services;
- oncology;
- pediatrics;
- primary care;
- surgery/ambulatory surgery; and
- women's health.

Exhibit E, p. 627; Late File 1, submitted August 2, 2016

25. Medicaid-covered patients account for 21.3% of L+MH's discharges. The Applicants do not anticipate any significant changes in payer mix as a result of the proposal.

TABLE 6
L + MH CURRENT & PROJECTED PAYER MIX

Payer	Current		Projected							
	FY 2015		FY 2016		FY 2017		FY 2018		FY 2019 ¹	
	Discharges	%	Discharges	%	Discharges	%	Discharges	%	Discharges	%
Medicare*	5,603	39.3%	5,650	39.3%	5,658	39.3%	5,661	39.3%	5,673	39.3%
Medicaid*	3,037	21.3%	3,062	21.3%	3,067	21.3%	3,068	21.3%	3,075	21.3%
CHAMPUS & TriCare	1,771	12.4%	1,785	12.4%	1,788	12.4%	1,789	12.4%	1,793	12.4%
Total Government	10,411	73.0%	10,498	73.0%	10,514	73.0%	10,518	73%	10,542	73%
Commercial Insurers*	3,698	25.9%	3,729	25.9%	3,734	25.9%	3,736	25.9%	3,744	25.9%
Uninsured	87	0.6%	88	0.6%	88	0.6%	88	0.6%	88	0.6%
Workers Compensation	75	0.5%	76	0.5%	76	0.5%	76	0.5%	76	0.5%
Total Non-Government	3,860	27.0%	3,892	27.0%	3,898	27.0%	3,900	27.0%	3,908	27.0%
Total Payer Mix	14,271	100%	14,391	100%	14,412	100%	14,418	100%	14,450	100%

*Includes managed care activity

¹ FY 2019 projections are imputed from FY 2015 percentages

Ex. A, pp. 47, 856

26. Following approval of the proposal, L+MH will adopt YNHHS financial assistance (charity and free care) policies. Ex. A, p. 34; Ex. E, p. 617

27. There are no planned changes to L+MH's charge-master or to its existing payer contracts as a result of the proposal. YNHHS plans to honor the terms of all existing L+M agreements for their duration. Ex. A, pp. 57-58; Testimony of Mr. Tandler, Executive Director Finance, YNHHS, Ex. PP, p. 136.

28. YNHHS has assured price neutrality for L+MH for the remainder of the contract terms. The financial terms and reimbursement rates for each provider are unique and based on individual provider's cost structure. Once the contracts expire, they will be renegotiated and the new terms will be based on L+MH's own individual cost structure and service area. Ex. E, p. 867; Testimony of Ms. Borgstrom, President and Chief Executive Officer of YNHHS, Ex. PP, pp. 145-146

29. The existing debt and pension obligations of L+M will remain unchanged as a result of this proposal. Ex. A, p. 57

30. L+M will become a member of the YNHHS Obligated Group (current members include: YNHHS, Yale New-Haven Hospital, Bridgeport Hospital, Bridgeport Hospital Foundation, Northeast Medical Group, and Yale New-Haven Care Continuum), which enables

participants to gain access to more favorable borrowing rates than otherwise would be available on their own. Ex. B. p. 640

31. L+M has experienced a loss from operations in each of the past four fiscal years (see table below):

TABLE 7
L+M INCOME/(LOSS) FROM OPERATIONS

	FY 2013	FY 2014	FY 2015	FY 2016 YTD
Operating Loss	(\$7,417,664)	(\$18,685,472)	(\$10,296,604)	(\$14,035,190)

Source: Audited Financial Statements submitted to OHCA; Late file #3

32. As of May 2016, the L+MH bond rating for its CHEFA Series F bonds was downgraded by Standard and Poor's ("S&P") to BBB+, from an A+ rating given three years earlier. S&P indicated, however, that there is upward rating potential if L+M's integration with YNHHS provides immediate improvement to financial performance and balance sheet stability. Prefiled testimony of Bruce D. Cummings, President & CEO of L+M, p. 888
33. As of August 2016, Fitch Ratings downgraded \$47.9M State of Connecticut Health and Educational Facilities Authority revenue bonds, Series F (2011), issued on behalf of L+MH from A (stable) to A- (negative) due to the "continued trend of weakening profitability stemming from softer volumes, shift to outpatient utilization, less favorable reimbursement and escalating Connecticut provider tax burden." Exhibit SS, Fitch Ratings Report
34. YNHHS has agreed to commit as much as \$300 million ("M") in resources in eastern Connecticut and western Rhode Island over the next five years to enhance L+M's clinical and operational capabilities and services. Ex. A, p. 39
35. The funding sources of YNHHS's \$300M capital commitment will be:
- operating cash flows from L+M;
 - operating cash flows from YNHHS; and
 - cash reserves from YNHHS.

Ex. E, p. 624

36. The table below provides a preliminary capital investment plan. At least \$163M of the \$300M total will be allocated for the following capital infrastructure projects at L+M:

TABLE 8
PRELIMINARY CAPITAL INVESTMENT PLAN FOR L+M (IN THOUSANDS)

Description	Five Year Total
Capital infrastructure to maintain and improve the equipment and facilities at L+M	\$163,000
Full implementation of EPIC and other clinical systems upgrades	34,000
Rebranding initiatives at L+M	2,000
Clinical program development and related capital expenditures	15,000
Avoidance of population health infrastructure costs at L+M	10,000
Unspecified; to be allocated after a more detailed assessment	76,000
Total estimated capital expenditures	\$300,000

Ex. E, p. 625-626

37. The most recent credit ratings for YNHHS are as follows:

- Moody's: Aa3/Stable Outlook
- S&P: A+/Positive Outlook
- Fitch: AA-/Stable Outlook

Ex. E, p. 641

38. The Applicants have stated that multiple options are available to fund the \$300M capital commitment in the event of a YNHHS operating loss, including the use of YNHHS cash on hand or an L+M debt offering. Ex. E, pp. 624-625

39. The \$300 million is a commitment over the next five years to enhance services, infrastructure and operations at L+MH. A portion of the money will come from operational improvements at L+MH, however \$85M will be a hard investment made by YNHHS. A significant amount of this investment will be used for new information technology and population health infrastructure, as well as physician recruitment. In addition, the proposal will help expand the clinical areas determined to be under-supported in the L+MH and Westerly communities, including primary care, surgery, behavioral health, women/children's services and emergency critical care services. Testimony of Ms. Borgstrom, President and Chief Executive Officer of YNHHS, Ex. PP, pp. 45-46

40. YNHHS's commitment to L+M is dependent upon the performance of YNHHS, L+M, community need, YNHHS's strategic plan and mutually agreed upon business plans that achieve a positive return on investment. YNHHS will provide \$41M based on the strategic plan and an additional \$44M for specific clinical and operational initiatives (years two through five of the affiliation). Ex. E, p.624

41. The \$85M commitment (\$41M + \$44M) will be used for the following capital expenditures at L+M:

- EPIC installation and other IT investments;
- rebranding and communication;
- population health infrastructure;
- clinical programs and services for eastern Connecticut and western Rhode Island;
- funding for new physicians; and
- other miscellaneous expenditures including staff augmentation and clinical support.

Ex. E, p. 626-628

42. YNHHSO plans to use the remaining \$215M capital commitment balance in southeastern Connecticut for the following services:

- expansion of primary care network including ambulatory surgery;
- access to pediatric specialty services;
- development of a musculoskeletal center;
- expansion of maternal fetal medicine and obstetric capabilities;
- enhancement of Smilow Cancer Hospital oncology services;
- expansion of bariatric and/or laparoscopic surgical programs;
- expansion of neuromuscular and stroke programs;
- development of a multidisciplinary vascular program and enhancement of cardiac services;
- enhancement of endocrinology/thyroid services;
- development of population health and risk contracting capabilities;
- continued access to SkyHealth;
- expanded emergency services; and
- physical plant and infrastructure renovations.

Ex. A, Affiliation Agreement p. 99 & 100

43. With the exception of an initial FY 2016 loss, the Applicants project incremental gains at L+M from FY 2017 through FY 2019. These projected gains are largely due to anticipated operating expense reductions resulting from YNHHSO ownership.

TABLE 9
L+M PROJECTED INCREMENTAL REVENUES AND EXPENSES (in thousands)

	FY 2016	FY 2017	FY 2018	FY 2019
Revenue from Operations	(\$13,647)	(\$24,943)	(\$19,073)	(\$14,036)
Total Operating Expenses	(\$13,575)	(\$32,219)	(\$31,337)	(\$29,548)
Gain/(Loss) from Operations	(\$72)	\$7,276	\$12,265	\$15,512

Ex. E, p. 857

44. Similarly, an overall loss is projected at L+M in FY 2016. However, operating gains of \$14.6M, \$19.1M and \$16.9M are projected in FY 2017, FY 2018 and FY 2019, respectively, if the proposal is approved.

TABLE 10
L+M PROJECTED REVENUES AND EXPENSES WITH CON (in thousands)

	FY 2016	FY 2017	FY 2018	FY 2019
Total Operating Revenue	\$455,074	\$446,783	\$455,808	\$461,104
Total Operating Expenses	\$463,843	\$432,214	\$436,748	\$444,229
Gain/(Loss) from Operations	(\$8,769)	\$14,569	\$19,060	\$16,875

Ex. E, p. 857

45. L+M's projected incremental cost savings are summarized in the table below:

TABLE 11
L+M'S PROJECTED INCREMENTAL OPERATING EXPENSE REDUCTIONS (in thousands)

	FY 2016	FY 2017	FY 2018	FY 2019
Total Reductions*	\$13,575	\$32,219	\$31,337	\$29,458

*Operating expense reductions are attributable to the following: salaries and wages, fringe benefits, physician fees, supplies and drugs, malpractice insurance, lease expense and miscellaneous operating expenses.

Ex. E, p. 857

46. YNHHSAC acquisitions of Bridgeport and Greenwich Hospitals have resulted in improved financial performance and cost savings for both hospitals. Additional system savings were realized with the integration of the former Hospital of St. Raphael into Yale New Haven Hospital.

- The affiliation of Bridgeport and Greenwich Hospitals, along with the merger of the Hospital of St. Raphael into YNHHSAC, has resulted in supply chain cost savings and capital avoidance of \$32.8M since FY 2010. These savings were the result of the standardization of supply and pharmaceutical purchases, the integration of service contracts, volume discounts and rebates and efficient utilization of information technology and medical equipment within the system.
- In 2011, the consolidation of property insurance policies under a single contract with YNHHSAC generated annual reoccurring savings of \$147,000; \$84,000 is attributable to cost reductions at Bridgeport and Greenwich Hospitals.
- The integration of the Hospital of St. Raphael into YNHHSAC has yielded cost savings of \$213M as of November 30, 2015 in the areas of supply chain management, insurance, back office functions and the standardization of clinical practices.

Ex. E, pp. 869-870

47. The financial performance of both Bridgeport and Greenwich Hospitals has improved since affiliating with YNHHS. In FY 2015, Bridgeport and Greenwich Hospitals reported operational gains of \$54.7M and \$32.5M, respectively. Ex. E. p. 874 and Audited Financial Statements submitted to OHCA.
48. A Department of Public Health (“DPH”) survey conducted on July 13, 2016 found that L+M was not in substantial compliance with certain Conditions of Participation required by the Centers for Medicare & Medicaid Services (“CMS”). As a result, L+M’s deemed status⁴ was removed by CMS. Subsequently, L+M submitted a Corrective Action Plan to DPH on July 29, 2016. Late file #5
49. OHCA is currently in the process of establishing its policies and standards as regulations. Therefore, OHCA has not made any findings as to this proposal’s relationship to any regulations not yet adopted by OHCA. (Conn. Gen. Stat. § 19a-639(a)(1))
50. This CON application is consistent with the Statewide Health Care Facilities and Service Plan. (Conn. Gen. Stat. § 19a-639(a)(2))
51. The Applicants have established that there is a clear public need for the proposal. (Conn. Gen. Stat. § 19a-639(a)(3))
52. The Applicants have demonstrated that the proposal is financially feasible. (Conn. Gen. Stat. § 19a-639(a)(4))
53. The Applicants have satisfactorily demonstrated that the proposal will maintain quality, accessibility and cost effectiveness of health care delivery in the region. (Conn. Gen. Stat. § 19a-639(a)(5))
54. The Applicants have shown that there would be no change in the provision of health care services to the relevant populations and payer mix, including access to services by Medicaid recipients and indigent persons. (Conn. Gen. Stat. § 19a-639(a)(6))
55. The Applicants have satisfactorily identified the population to be affected by this proposal. (Conn. Gen. Stat. § 19a-639(a)(7))
56. The Applicants’ historical provision of treatment in the service area supports this proposal. (Conn. Gen. Stat. § 19a-639(a)(8))
57. The Applicants have satisfactorily demonstrated that this proposal would not result in an unnecessary duplication of existing services in the area. (Conn. Gen. Stat. § 19a-639(a)(9))

⁴ Sections 1865 of the Social Security Act and CMS regulations state that a provider or supplier accredited by a CMS-approved Medicare accreditation program will be “deemed” to meet all of the Medicare Conditions of Participation for hospitals. In accordance with Section 1864 of that Act, State Survey Agencies may conduct, at CMS’s direction, surveys of deemed status providers in response to a substantial allegation of noncompliance or when CMS determines a full survey is required after a substantial allegation survey identifies substantial noncompliance.

58. The Applicants have demonstrated that there will be no reduction in access to services by Medicaid recipients or indigent persons. (Conn. Gen. Stat. § 19a-639(a)(10))
59. The Applicants have demonstrated that the proposal will not negatively impact the diversity of health care providers and patient choice in the region. (Conn. Gen. Stat. § 19a-639(a)(11))
60. The Applicants have satisfactorily demonstrated that the proposal will not result in any consolidation that would affect health care costs or access to care. (Conn. Gen. Stat. § 19a-639(a)(12))

Discussion

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. In rendering its decision, OHCA considers the factors set forth in § 19a-639(a) of the Statutes. The Applicants bear the burden of proof in this matter by a preponderance of the evidence. *Jones v. Connecticut Medical Examining Board*, 309 Conn. 727 (2013).

L+M is a non-stock, tax-exempt corporation that is the sole member of subsidiaries operating acute care hospitals and community-based services throughout southeastern Connecticut and southwestern Rhode Island. L+M is the parent company of L+MH, an acute care community hospital located in New London, Connecticut. L+MH is licensed for 280 general hospital beds (plus 28 bassinets) and provides a full range of inpatient, outpatient and ancillary services to residents of southeastern Connecticut. *FF1-FF3* YNHHS is a Connecticut non-stock, tax-exempt corporation established in 1983 to provide support services to the Yale New Haven Health System (“YNHHS”), a network of affiliated health care providers, the foremost being Yale-New Haven Hospital (“YNHH”). YNHHS is also the parent company of Greenwich and Bridgeport Hospitals. *FF4-FF5*

Community hospitals like L+MH are increasingly seeking to integrate with larger health systems to gain resources and the expertise necessary to meet the demands of health care reform. As a result of some recent financial challenges and the long standing collaborative relationship between L+M and YNHHS, the respective boards agreed to execute an Affiliation Agreement and seek regulatory approval to unite the two health systems. *FF6* Accordingly, the Applicants submitted a Hart-Scott-Rodino filing to the FTC on August 7, 2015 and were informed on September 8, 2015 that the waiting period would be allowed to expire without further investigation. *FF8* Following this notification, the Applicants submitted their proposal to OHCA, requesting authorization to transfer ownership of L+M and its subsidiaries to YNHHS, such that YNHHS shall become the sole corporate member of L+M. *FF7*

Following the transfer of ownership, L+MH will continue to operate as an independently licensed hospital, with its own separate medical staff, bylaws, rules, regulations and elected officers. *FF9* The L+MH Board will include a YNHHS appointee, however, the scope of responsibility and authority will largely be unchanged. The L+MH Board will continue to be responsible for the oversight and management of patient care, safety, licensure, accreditation, medical staff credentialing, election and removal of officers and approval of actions not otherwise reserved to L+M and/or YNHHS. *FF11*

There are no planned closures or reductions to any clinical services currently offered at L+MH as a result of the proposal. The Applicants are currently planning service enhancements and expansions to help minimize the need for residents to travel outside the service area for specialty care. *FF23* Further, the proposal will expand under-supported clinical areas in the L+MH and Westerly communities, including primary care, surgery, behavioral health, women/children's services and emergency critical care services. *FF39*. The Applicants expect that clinical variation will decrease through the use of standardized protocols resulting from the adoption of Epic,

Lawson and other IT platforms used by YNHHS, thus improving the experience and quality of patient care. *FF20*

The Hospital will continue to serve Medicaid patients and the indigent. Medicaid is the primary payer for approximately one out of five patients served by L+MH. The Applicants do not anticipate any significant changes in payer mix over the next three years. *FF25* Following approval of the proposal, L+MH will adopt YNHHS's charity and free care financial assistance policies. *FF26*

There are no planned changes to L+MH's charge-master or to its existing payer contracts as a result of the proposal. YNHHS plans to honor the terms of all existing L+MH agreements for their duration. Once existing contracts expire, they will be renegotiated with new terms based on L+MH's own individual cost structure and service area demographics. *FF27-FF28*

As a core component of the proposal, YNHHS has agreed to a commit up to \$300M in resources over a five-year period to enhance L+M's clinical and operational capabilities in eastern Connecticut and western Rhode Island. *FF34* A significant amount of this investment will be used for new information technology and population health infrastructure, as well as physician recruitment and the development of new clinical programs. *FF39*

Through the infusion of capital, L+M will be better positioned to develop state-of-the-art facilities, technologies and diagnostic capabilities. In addition, L+M will benefit from efficiencies resulting from economies of scale relating to IT, finance, insurance, equipment, supplies and other administrative services and will be able to reduce costs through supply chain-related savings as a result of volume discounts. *FF20*

L+M is currently experiencing some financial challenges, posting operational losses in each of the past four fiscal years (FYs 2013-2016). *FF31* In addition, L+MH recently had its Series F bond rating downgraded by both Standard and Poor's and Fitch Ratings to BBB (investment lower medium grade) and A- (negative), respectively. Fitch stated the downgrading was due to the "continued trend of weakening profitability stemming from softer volumes, shift to outpatient utilization, less favorable reimbursement and the escalating Connecticut provider tax burden." *FF32-FF33* Approval of the proposal should help mitigate future operational losses at L+M and help stabilize its future credit ratings.

With the exception of an initial FY 2016 loss, the Applicants project incremental operating gains at L+M from FY 2017 through FY 2019. *FF44* These projected gains are largely due to the anticipated ability of L+M to reduce operating expenses as a result of YNHHS ownership. Operating expenses are projected to decrease in FYs 2016-2019 by \$13.6M, \$32.2M, \$31.3M and \$29.5M, respectively. These cost savings are attributable to salaries and wages, fringe benefits, physician fees, supplies and drugs, malpractice insurance, lease expense and miscellaneous operating expense reductions. *FF44* As a result of the potential for improved operational and financial performance, cost savings and capital improvements, the Applicants have demonstrated the proposal to be financially feasible and that the overall financial strength of the state's health care system will be improved.

L+M's future financial viability and its patient population's access to community health services can best be achieved by maintaining and building upon its existing relationship with YNHHS. Integration with YNHHS will afford L+M the opportunity to expand services, including its primary care network and ambulatory surgery offerings and to develop new local access points for vascular and musculoskeletal treatment. *FF42* The proposal will help provide needed capital and resources to improve L+M's financial strength and preserve L+M as an important source for health care in the local community. Thus, the Applicants have demonstrated a clear public need for the proposal.

The ownership change resulting from the proposal will improve the community's health by delivering high quality, cost effective, coordinated care across a broad continuum. Therefore, the Applicants have demonstrated that the proposal is consistent with the Statewide Health Care Facilities and Services Plan.

Order

Based upon the foregoing Findings of Fact and Discussion, the Applicants' request for the transfer of ownership of L+M Corporation to Yale New Haven Health Services Corporation, is hereby **Approved** under Conn. Gen. Stat. § 19a-639(a) subject to the enumerated conditions (the "Conditions") set forth below.

Unless expressly provided otherwise, all Conditions of this Order shall, to the extent applicable, be binding on the Applicants, their affiliates, successors and assigns, regardless of whether L+M Corporation remains the parent company and sole shareholder of L+MH. OHCA and any successor agency shall have the right to enforce the Conditions by all means and remedies available to it under law and equity, including but not limited to, the right to impose and collect a civil penalty under Conn. Gen. Stat. § 19a-653 against any person or health care facility or institution that fails to file required data or information within the prescribed time periods set forth in this Order. All references to days in these Conditions shall mean calendar days.

1. Within twenty (20) days following the Closing Date of the transfer of ownership authorized by this Order, YNHHS shall submit schedules to OHCA setting forth L+MH's inpatient bed allocation and the location and hours of operation for all outpatient services, by department, as of the Decision Date and publish this same information on the applicable website of L+MH. OHCA is imposing this Condition to ensure continued access to health care services for the patient population. *Legal and Factual Basis: Conn. Gen. Stat. §§19a-613(b), 19a-639(a)(8) & (11); FF 21-22.*
2. Within twenty (20) days following the Closing Date of the transfer of ownership authorized by this Order, YNHHS shall notify OHCA of the Closing, in writing, and shall supply final execution copies of all agreements related to same, including but not limited to:
 - a. the Affiliation Agreement, including any and all schedules and exhibits; and
 - b. Bylaws or similar governance documents for L+M as well as for L+MH.

YNHHS may redact from the Affiliation Agreement any information that is exempt from disclosure under Conn. Gen. Stat. § 1-210. If YNHHS redacts materials in accordance with the previous sentence, it shall provide a list to OHCA, which identifies in general terms the nature of the redacted material and why it is claimed to be exempt for public record purposes. OHCA is imposing this Condition to verify that the proposal will improve quality, accessibility and cost effectiveness of health care delivery in the region. *Legal and Factual Basis: Conn. Gen. Stat. §§19a-613(b), 19a-639(5); FF 6, 9*

3. Following the completion of L+MH's 2016 Community Health Needs Assessment (CHNA), YNHHS shall participate with L+MH, and the key community stakeholders and health organizations, in conducting future CHNAs and shall provide a copy of the 2016 CHNA and its Implementation Strategy to OHCA within thirty (30) days of completion. YNHHS and the participants shall utilize Healthy Connecticut State Health Improvement Plan data and priorities as the starting point for the new CHNA (available at http://www.ct.gov/dph/lib/dph/state_health_planning/sha-

ship/hct2020/hct2020_state_hlth_impv_032514.pdf), as well as any applicable community health improvement plan issued by any local health department in the Service Area.⁵ The Implementation Strategy shall also adopt the evidence-based interventions identified in the Centers for Disease Control 6/18 initiative (available at <http://www.cdc.gov/sixeighteen>) to the extent the health priorities identified in the CHNA correlate to the health conditions identified by the CDC and provide information on how any patient outcomes related to the Implementation Strategy will be measured and reported to the community. In the event that L+MH has already substantially completed its 2016 Implementation Strategy at the time of the signing of this Order, it may submit the information requested in the 6/18 initiative as an addendum within six (6) months of the Closing Date. The CHNA and the Implementation Strategy shall be published on the website of L+MH. Until such time as the CHNA and Implementation Strategy are submitted to OHCA, YNHHS shall continue to support and implement L+MH's current CHNA. OHCA is imposing this Condition to ensure continued access to health care services for the patient population. *Legal and Factual Basis: Stat. §§ 19a-613(b), 19a-639(a)(3) & (7); FF 3,16. 18*

4. Within one hundred and eighty (180) days following the Closing Date, YNHHS shall submit a plan demonstrating how health care services will be provided by L+MH for the first three years following the Transfer Agreement, including any consolidation, reduction, or elimination of existing services or introduction of new services (the "Services Plan"). The Services Plan will be provided in a format mutually agreed upon by OHCA and YNHHS. OHCA is imposing this Condition to ensure continued access to health care services for the patient population. *Legal and Factual Basis: Conn. Stat. §§ 19a-613(b), 19a-639(a)(5), (6) (7), (8), (9), (11) & (12); FF 23*
5. Until such time as the Services Plan is submitted, YNHHS shall provide OHCA with notice of any reallocation of inpatient beds and relocation of outpatient services for L+MH specific to those services that existed at L+MH as of the Decision Date. Such notice shall be provided within ten (10) days of any such reallocation or relocation and published on the website pages of L+MH. OHCA is imposing this Condition to ensure continued access to health care services for the patient population. *Legal and Factual Basis: Stat. §§ 19a-613(b), 19a-639(a)(5), (6) (7), (8), (9), (11) & (12); FF 23*
6. Within one hundred and eighty (180) days following the Closing Date, the Applicants shall file with OHCA the total price per "unit of service" for each of the top 25 most frequent MS-DRGs (inpatient) and top 25 most frequent CPT codes (outpatient) for L+MH services. The first filing shall be for the period September 1, 2015-August 30, 2016. The Applicants shall provide the same information for three (3) full fiscal years thereafter, within sixty (60) days following the end of a fiscal year. OHCA shall provide the format for the filing. OHCA is imposing this condition to ensure that the proposed transfer of ownership does not adversely affect health care costs. *Legal and Factual Basis: Stat. §§ 19a-613(b), (a)(5) (12); FF 27-28*

⁵ Other tools and resources which the Applicants are encouraged to consider include County Health Rankings and CDC Community Health Improvement Navigator in order to assist with the Study process in terms of an understanding of social, behavioral, and environmental conditions that affect health, identifying priorities, and the use of evidence-based interventions.

7. Within one hundred and eighty (180) days following the Closing Date and thereafter until the capital commitment is satisfied, YNHHC shall submit to OHCA a report on the capital investments (“Capital Investment Report”) it has made in L+M and its affiliates from the \$300M Commitment Amount. The Capital Investment Report shall include the following in a format to be agreed upon:
 - a. A list of the capital expenditures that have been made in the prior one hundred and eighty (180) days with descriptions of each associated project; and
 - b. An explanation of why each expenditure was made and a timeframe for the roll out of the associated capital project (including estimated beginning, ending and startup/operation dates); and
 - c. The funding source of the capital investment indicating whether it was drawn from operating revenue, capital contributions from YNHHC or another source and, if funding was drawn from another source, indicating the source.

For purposes of this Order, semi-annual periods are October 1-March 31 and April 1 – September 30. The required information is due no later than two (2) months after the end of each semi-annual period. Due dates are May 31st and November 30th, beginning November 30, 2016. The reports shall be signed by L+MH’s or L+M’s Chief Financial Officer. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify the continued financial feasibility of the project. *Legal and Factual Basis: Stat. §§ 19a-613(b), 19a-639(a)(3),(4) & (5); FF78, 35, 36, 38-42*

8. For three (3) years following the Closing Date, YNHHSC shall submit to OHCA a financial measurement report. This report shall be submitted on a semi-annual basis and show current month and year-to-date data and comparable prior year period data for L+MH and L+M. The required information is due no later than two (2) months after the end of each semi-annual period. Due dates are May 31st and November 30th, beginning November 30, 2016. The following financial measurements/indicators should be addressed in the report:

Financial Measurement/Indicators

A. <u>Operating Performance</u>
1. Operating Margin
2. Non-Operating Margin
3. Total Margin
B. <u>Liquidity</u>
1. Current Ratio
2. Days Cash on Hand
3. Days in Net Accounts Receivables
4. Average Payment Period
C. <u>Leverage and Capital Structure</u>
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. <u>Additional Statistics</u>
1. Income from Operations
2. Revenue Over/(Under) Expense
3. Cash from Operations
4. Cash and Cash Equivalents
5. Net Working Capital
6. Free Cash Flow (and the elements used in the calculation)
7. Unrestricted Net Assets/Retained Earnings

8. Bad Debt as % of Gross Revenue
9. Credit Ratings (S&P, FITCH or Moody's)

OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify the continued financial feasibility of the project. *Legal and Factual Basis: Stat. §§ 19a-613(b), 19a-639(a)(4) & (5); FF 31-45*

9. Following the Closing Date, L+MH will adopt YNHHS's financial assistance (charity and free care) policies or adopt other policies that are at least as generous and benevolent to the community as L+MH's current policies, consistent with state and federal law. These policies shall be posted on the website pages of L+MH and as additionally required by applicable law. OHCA is imposing this Condition to ensure continued access to health care services for the patient population. *Legal and Factual Basis: Stat. §§ 19a-613(b), 19a-639(a)(5), (6) & (11); FF 26*

10. For three (3) years following the Closing Date, YNHHS shall provide written notice to OHCA of any modification, amendment or revision to the charity care, indigent care and community volunteer services policies of L+MH within thirty (30) days of such change. The notice of these changes shall be accompanied by copies of any revised policies and the notice and revised policies shall be posted on the website of L+MH simultaneously with their submission to OHCA. OHCA is imposing this Condition to ensure continued access to health care services for the patient population. *Legal and Factual Basis: Stat. §§ 19a-613(b), 19a-639(a)(5), (6) & (11); FF 26*

11. The Applicants shall maintain community benefit programs and community building activities for L+MH for three (3) years after the Closing Date consistent with L+MH's most recent Schedule H of IRS Form 990 or shall provide such other community benefit programs and community building activities that are at least as generous and benevolent to the community as L+MH's current programs, and the Applicants shall apply no less than a 1% increase per year for the next three (3) years toward the L+MH's community building activities in terms of dollars spent.

In determining L+MH's participation and investment in both community benefits and community building activities, the Applicants shall address the health needs identified by the applicable CHNA in effect at the time and the population health management objectives, including social determinants of health, contained in the related Implementation Strategy.

- a. On an annual basis, YNHHS shall identify the amounts and uses related to community benefits and community building and shall discuss how such investments and support are being applied toward the health needs identified in the CHNA and population health management objectives. Such reporting shall be filed within thirty (30) days of the anniversary date of the Closing for three years and shall be posted on L+MH's website. OHCA is imposing this Condition to ensure continued access to health care services for the patient population. *Legal and Factual Basis: Stat. §§ 19a-613(b), 19a-639(a)(5), (6) & (11); FF 19-20.*

12. The Applicants shall work toward making culturally and linguistically appropriate services available and integrated throughout L+MH's operations. Specifically, the Applicants shall ensure that L+MH shall take reasonable steps to provide meaningful access to each individual with limited English proficiency eligible to be served or likely to be encountered in its health programs and activities, in accordance with the implementing regulations of Section 1557 of the Patient Protection and Affordable Care Act. Additionally, the Applicants shall provide at L+MH, appropriate insurance navigator services for patients and, where appropriate, English as a second language and cultural competency training for employees. In complying with this Condition, the Applicants shall ensure that L+MH shall be guided by the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care published by the U.S. Department of Health and Human Services' Office of Minority Health. For three (3) years following the Closing Date, YNHHSO shall submit a written report on its activities directed at meeting this Condition. Such reporting shall be filed within thirty (30) days of the anniversary date of the Closing and shall be posted on L+MH's website. OHCA is imposing this Condition so as to ensure continued access to health care services for the patient population. *Legal and Factual Basis: Stat. §§ 19a-613(b), 19a-639(a)(5),(6) & (11); FF 13-16*
13. The Applicants shall abide by all requirements of licensure that may be imposed by the Facility Licensing and Investigations Section ("FLIS") of the Department of Public Health ("DPH") in any Pre-Licensing Consent Order or similar agreement that FLIS may enter with these parties. OHCA is imposing this Condition to ensure that quality health care services are provided to the patient population. *Legal and Factual Basis: Stat. §§ 19a-490, 19a-493, 19a-639(a)(1),(2),(5) & (6); FF 48*
14. For three (3) years following the Closing Date, the Applicants shall allow for one (1) community representative to serve as voting members of L+MH's Board of Directors with rights and obligations consistent with other voting members under L+MH's Board of Director Bylaws. The Applicants shall select the community representative in a manner that ensures the appointment of an unbiased individual who will fairly represent the interests of the communities served by L+MH. OHCA is imposing this Condition to ensure continued access to health care services for the patient population. *Legal and Factual Basis: Stat. §§ 19a-613(b), 19a-639(a)(2),(3),(5),(7),(8),(11) & (12); FF 10-11*
15. Within sixty (60) days after the Closing Date, YNHHSO shall contract with an Independent Monitor who has experience in hospital administration and regulation. The Independent Monitor shall be retained at the sole expense of YNHHSO. Representatives of OHCA and FLIS will approve the Independent Monitor's appointment. The Independent Monitor shall be engaged for a minimum period of two (2) years following the Closing, which may be extended for another year at OHCA's and/or FLIS's discretion. The Independent Monitor will be responsible for monitoring the Applicants' compliance with the Conditions set forth in this Order. The Applicants shall provide the Independent Monitor with appropriate access to L+MH and its applicable records in order to enable the Independent Monitor to fulfill its functions hereunder. OHCA is imposing this Condition to ensure continued access to health care services for the patient

population and to verify and monitor compliance with the Conditions set forth herein.

Legal and Factual Basis: Conn. Gen. §§ Stat, 19a-613(b), 19a-639(a)(1),(2),(4),(5),(6),(7),(11) & (12); FF 48

16. The Independent Monitor will report to both OHCA and FLIS. The Independent Monitor shall conduct on-site visits of L+MH on no less than a semi-annual basis to assess adherence to DPH's Consent Order. The Independent Monitor shall furnish a written report of his or her assessment to OHCA and FLIS within thirty (30) days of the completion of each on-site review. YNHHSO will have the opportunity to review and provide written responses to the report. As OHCA deems necessary, the Independent Monitor shall meet with OHCA and FLIS personnel to discuss the written report and will perform additional periodic reviews. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify and monitor compliance with the Conditions set forth herein. *Legal and Factual Basis: Conn. Gen. §§ Stat. 19a-613(b), 19a-639(a)(1),(2),(4),(5),(6),(7),(11) & (12); FF 48*
17. For three (3) years following the Closing Date, the Applicants shall hold a meeting of the YNHHSO Board and L+M Board ("Joint Board Meetings") at least twice annually. Such Joint Board Meetings shall be followed by a meeting to which the public is invited in advance and at which the public is informed of L+MH's activities and afforded an opportunity to ask questions and make comments. OHCA is imposing this Condition to ensure continued access to health care services for the patient population. *Legal and Factual Basis: Stat. 19a-613(b), 19a-639(a)(2),(3),(5),(7),(8),(11) & (12); FF 10-11*

Additional Conditions Agreed to by L+M and YNHHSO

Given the importance of this affiliation to Eastern Connecticut, both L+M and YNHHSO have voluntarily agreed to the following additional conditions for the purpose of representing its ongoing commitment to the provision of high quality affordable health care services in Eastern Connecticut. To the extent that any of these conditions are duplicative or vary from other conditions imposed herein, L+M and YNHHSO agree to consult with OHCA as needed for the purpose of ensuring that L+M and YNHHSO fulfill the spirit and intent of the entire order. The following are ways in which L+M and YNHHSO shall demonstrate these commitments for a period of not less than five years (except as otherwise noted) following the Closing of the affiliation of L+M with YNHHSO:

18. L+MH shall continue to maintain emergency room services, inpatient general medicine services, cardiology services (including emergency and elective PCI), inpatient obstetrics/gynecology services, inpatient behavioral health services, critical care unit services, and oncology services, which such services shall assure patient affordability and adhere to standards of care, quality, and accessibility and reflect local community need.
19. L+M and YNHHSO shall develop a strategic plan to focus on the retention and enhancement of healthcare services in the primary service area, i.e. towns served by L+M, which assures patient affordability and is consistent with appropriate standards of care, quality, and accessibility. Such plan shall seek to minimize travel for patients

requiring clinical services that can be provided appropriately at L+M service sites, and to support the return of patients back to L+M and its medical staff for care should patients be referred to other YNHHS affiliated facilities for specialized care not available locally. The strategic plan shall include but not be limited to the following components:

- a. L+M shall enhance access to primary care physician services in the Eastern Connecticut region by recruiting and retaining eight additional primary care providers and other providers required to respond to local community need, in accordance with the community needs assessment in paragraph 31 herein and shall accommodate improvements to delivery models including value based care during such period. L+M shall demonstrate annual progress toward achieving these goals.
- b. YNHHS and L+M shall abide by the resource commitments for clinical service programming as set forth in the Affiliation Agreement.

20. L+M and YNHHS shall maintain the current L+MH and Lawrence & Memorial Medical Group (LMMG) commercial health plan contracts in effect as of the Date of Closing for a period following the Date of Closing to December 31, 2017. Rates or scheduled increases in such previously negotiated rates that are in effect on the Date of Closing shall be maintained for a period ending December 31, 2017. Any L+M commercial health plan contracts that expire prior to December 31, 2017 shall be extended to December 31, 2017 and any contracts without expiration dates shall be continued under their current previously negotiated terms for a period from the Date of Closing to December 31, 2017. No increase in negotiated rate schedules shall be negotiated during the periods set forth in this paragraph.

Upon the expiration of any such L+M commercial health plan contracts after such period, L+M and YNHHS shall negotiate new rates based on L+M's post-Closing cost structure, taking into account any cost or price reductions, i.e. efficiencies, achieved as a result of the affiliation and in addition as set forth in paragraph 25 herein. YNHHS shall not impose a single System-wide rate and shall, for L+MH and LMMG, maintain a negotiated rate structure reflective of the market conditions applicable generally to hospitals and medical foundations in Eastern Connecticut.

For a period of five years from the Date of Closing in the case of L+MH, and twenty-eight months from the Date of Closing in the case of LMMG, any annual increase in the total price per unit of service (as defined below) for L+MH and LMMG shall be subject to a cap determined through the process set forth below. It is the intent of the parties that such cap shall serve as a cap for the purpose of assuring patient affordability for services delivered by L+MH and LMMG.

21. With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):

- a. LMMG and NEMG will integrate as of the Closing Date, and when NEMG is able to abide by the commitment set forth in paragraph 20 above, i.e. physicians providing services through NEMG to L + M patients, that were not providing services as of the Date of Closing, shall charge prices for services (site specific charges) based upon LMMG commercial health plan contracts and total price per unit of service, LMMG and NEMG shall implement the statutory merger contemplated in the Certificate of Need Application.
 - b. Physicians who are hired, recruited or contracted by a YNHHS affiliate to provide professional services (other than in a licensed hospital department) in the primary service area (which may from time to time change), currently the communities of East Lyme, Groton, Ledyard, Lyme, Montville, New London, North Stonington, Old Lyme, Preston, Salem, Stonington and Waterford, and in the following specialties shall be billed at the LMMG commercial health plan negotiated rates subject to the provisions of paragraph 20: family medicine; general medicine; internal medicine; obstetrics and gynecology; endocrinology; and psychiatry. Current LMMG physicians providing services in the primary service area as of the Date of Closing in any specialties shall be subject to the provisions of paragraph 20.
22. Within ninety days of the Date of Closing, YNHHS shall initiate a cost and market impact review which shall comply with Connecticut General Statute Section 19a-639f, which such analysis shall include and shall be utilized to establish the baseline cost structure set forth below:
- a. Establishing a baseline cost structure and total price per unit of service (the "baseline CMIR") and establishing a cap on annual increases in total price per unit of service (as defined below) for L+MH and LMMG (the "annual CMIR update"). YNHHS shall retain an independent consultant, subject to OHCA's approval, to conduct the baseline CMIR and the annual CMIR update and shall pay all costs associated with the cost and market review. To the extent that all data is not available to comply with the provisions of section 19a-639f the baseline CMIR shall be adjusted to reflect such information when it becomes available.
 - b. In conducting the baseline CMIR and annual CMIR update, the cost and market impact review shall analyze the factors relative to L+MH and LMMG in accordance with subsection (d) of section 19a-639f of the general statutes and the Eastern Connecticut market more specifically: (a) L+MH and LMMG's size and market share within their primary and secondary service areas; (b) L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services in Eastern Connecticut; (c) L+MH and LMMG cost and cost trends in comparison to total healthcare expenditures statewide; (d) the availability and accessibility of services similar to those provided by L+MH and LMMG in their primary and secondary service areas; (e) the role of L+MH and LMMG in serving at-risk, underserved and government payer populations, including those with behavioral, substance use disorder and mental health conditions, within their primary

and secondary service areas; (f) the role of L+MH and LMMG in providing low margin or negative margin services within their primary and secondary service areas; (g) general market conditions for hospitals and medical foundations in the state and in Eastern Connecticut in particular; and (h) and other conditions that the independent consultant determines to be relevant to ensuring that L+MH and LMMG prices do not exceed the market price for similar services in Eastern Connecticut.

- c. In recognition that the baseline CMIR pursuant to Connecticut General Statute Section 19a-639f shall be conducted after the Date of Closing, in the event that the baseline CMIR finds a likelihood of materially increased prices as a result of the L+M affiliation with YNHHS, notwithstanding these conditions, the Commissioner of Public Health (Commissioner) and YNHHS shall meet and confer for the purposes of determining further conditions as necessary to correct such condition and to create a performance improvement plan to address the conditions. The Commissioner shall determine whether YNHHS is in compliance with such performance improvement plan. Prior to the end of each fiscal year, the independent consultant shall conduct the annual CMIR update and use the results of such annual CMIR update to establish a cap on any increase in the price per unit of service for the upcoming fiscal year. Nothing herein shall prohibit the independent consultant from considering and recommending any recommendations of the Certificate of Need Task Force on cost containment measures or a cap on annual cost or price increases.
- d. The independent consultant shall report to and take direction from the Commissioner. The independent consultant in establishing the cap shall take into consideration the cost reductions reflective of the efficiencies resulting from the affiliation and the annual cost of living of the primary service area or the Eastern Connecticut area.
- e. The independent consultant shall provide the baseline CMIR and the annual CMIR update to OHCA within thirty days of completion. OHCA shall keep confidential all nonpublic information and documents obtained as part of the baseline CMIR and the annual CMIR update and shall not disclose the information or documents to any person without the consent of YNHHS and L+M, unless required to do by law. The confidential information and documents shall not be public records and shall be exempt from disclosure under Connecticut General Statute Section 1-210.

23. For purposes of determining the price per unit of service:

- a. A "unit of service" for inpatient hospital services shall be a case categorized by an ICD-9-DM/ICD-10-DM diagnosis code or a Diagnosis-Related Group (DRG) code and identified by the Connecticut Department of Insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently occurring acute care hospital inpatient primary diagnoses, the fifty most frequently provided acute care hospital inpatient

- principal procedures, and the twenty-five most frequent inpatient surgical procedures.
- b. A “unit of service” for outpatient hospital services shall be a procedure or service categorized by a Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding (HCPC) code and identified by the Connecticut Department of Insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently provided outpatient procedures, the twenty-five most frequent outpatient surgical procedures and the twenty-five most frequent imaging procedures performed in the state.
 - c. A “unit of service” for physician services shall be a work Relative Value Unit (wRVU).
 - d. The baseline to be established as of the Date of Closing for L+M’s total price per unit of service for physician services and inpatient and outpatient hospital services is inclusive of all administrative overhead, other ancillary fees including, but not limited to facility fees and the total price per unit shall reflect the total price of such service.
 - e. All administrative costs for overhead, ancillary fees, facility fees or any other fees which are reflected in the total price per unit shall be determined by the independent consultant to be within any annual cap established.
24. L+M and YNHHS shall not convert any L+M physician offices (including those that will be merged into NEMG) to hospital-based status.
25. L+M shall attain cost savings as a result of the affiliation with YNHHS as described in the CON application.
26. As described in the Affiliation Agreement, YNHHS is committed to maintaining local governance at L+M. The L+M Board of Directors shall continue as a fiduciary board composed of a majority of members who reside in the communities served by L+M with the only change in composition being the addition of the President/CEO of YNHHS (or his or her designee) serving as an ex-officio member. Each director of the L+M Board of Directors shall have an equal vote. The L+M Board shall be empowered and supported to oversee local performance and to create and sustain connections with the community. Subject to certain reserved powers for YNHHS, the L+M Board of Directors will have the right to approve any major new programs and clinical services, or the discontinuation or consolidation of any such programs.
27. L+M shall continue to recognize all collective bargaining units currently organized at an L+M affiliate, and honor the collective bargaining agreements currently in place.
28. Employees of any L+M affiliate shall not be required to reapply for their positions as a result of the affiliation. To the extent that any L+M employees leave their employment at

L+M service sites within ninety days following the Closing Date and obtain employment with a YNHHS affiliate, such employees' seniority shall be preserved (e.g., eligibility for benefits consistent with total years of service).

29. L+MH shall maintain its current wage and salary structures for its non-bargaining or non-represented employees based on hospitals of similar scope, size and market conditions in Connecticut.
30. L+M and YNHHS shall use their best efforts to achieve efficiencies through the management of vacancies and attrition and to minimize the elimination of individuals' jobs.
31. L+M and YNHHS have agreed to maintain at least the same level of community benefit consistent with L+M's most recent Schedule H of IRS Form 990 and its Community Health Needs Assessment (CHNA). L+M and YNHHS agree to conduct an updated Community Health Needs Assessment by no later than December 31, 2016, and provide services in accordance with implementation plan adopted as part of the updated CHNA process and provide OHCA with its updated CHNA within thirty days of its approval.
32. Every six months (the "six month reports") until December 1, 2018 and each year thereafter (each an "annual report"), YNHHS shall submit notarized reports to OHCA for the periods of January to June (due July 31st) and July through December (due January 31st) certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:
 - a. Affirmation of the continuation of all L+MH services as described herein.
 - b. A narrative description of the achievement of the strategic plan components to retain and enhance healthcare services in the communities served by L+M, including with respect to physician recruitment and resource commitments for clinical service programming, whether the commitments described in the Affiliation Agreement were achieved, as well as the purposes, dates and amounts for which expenditures were made.
 - c. Affirmation that L+MH and LMMG commercial health plan contracts in place as of the Date of Closing are/were maintained through the remainder of their terms, and that any new contracts are consistent with the commitments of paragraphs (20), (21) and (22) above.
 - d. Affirmation that no L+M physician office has been converted to hospital-based status.

- e. Affirmation that L+M has adopted the YNHHC Financial Assistance Program Policies currently in effect as of the date hereof, and that such Policies, if amended, provide assistance to patients that is at least as generous as the YNHHC Financial Assistance Program Policies currently in effect as of the date hereof.

- f. A detailed and comprehensive document showing a five-year plan (the “plan”) to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M’s integration with and adoption of YNHHC information technology systems and platforms, YNHHC’s supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M’s reduced cost of capital, and L+M’s participation in YNHHC population health initiatives. Subsequent to submission of the plan in its six month report, YNHHC shall include the following additional information in its annual report.
 - i. Narrative updates on the progress of implementation of the plan. These updates shall include the status of integration activities and adoption by L+MH and L+M of YNHHC non-clinical shared services opportunities;

 - ii. A report identifying L+M and L+MH cost saving totals since the Closing Date for the following Operating Expense Categories: Salaries and Wages, Fringe Benefits, Contractual Labor Fees, Medical Supplies and Pharmaceutical Costs, Depreciation and Amortization, Bad Debts, Interest Expense, Malpractice Expense, Utilities, Business Expenses and Other Operating Expenses. The categories shall be consistent with the major operating expense categories (Categories A,B,C,D,E,F,G,H,I,J, and K) that are in use at the time of reporting in the OHCA Hospital Reporting System (“HRS”) Report 175 or successor report. YNHHC shall also file a narrative describing the specifics of the cost savings for each of these major expense categories;

 - iii. A completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA’s HRS Report 100 and Report 150 or successor reports; and

 - iv. For L+MH, a completed Hospital Operating Expenses by Expense Category and Department report. The format shall be consistent with that which is in use at the time of reporting in OHCA’s HRS Report 175 or successor report.

- g. Affirmation of the labor and employment commitments described herein, including but not limited to L+M’s service sites continued honoring of collective bargaining agreements in place as of the date hereof.

- h. A narrative description of L+M's community benefit commitments described herein, including without limitation the amounts spent and a description of such spending to support and invest in the communities that L+M serves.

33. In addition to the above, L+M and YNHHSO make the following commitment for a period of five years post-Closing:

- a. L+M and YNHHSO shall appoint an independent monitor at their own cost (selected by YNHHSO and L+M and approved by OHCA) to serve as a post-transfer compliance monitor.
- b. Such monitor shall, at a minimum meet with representatives of the L+M community at six months after the Date of Closing and annually and shall report to OHCA in accordance with Section 19a-639(e) of the general statutes and specifically address: (i) L+M's compliance with the Certificate of Need Order; and (ii) the level of community benefits and uncompensated care provided by L+M during the prior period.
- c. L+M shall provide the monitor with reasonable access to its public filings and facilities and all other financial information necessary for the purposes of carrying out the monitor's duties.
- d. L+M shall hold a public forum in New London at six months after the Date of Closing and not less than annually thereafter during the monitoring period to provide for public review and comment on the monitor's reports and findings.
- e. If the Independent Monitor determines that YNHHSO and L+M are substantially out of compliance with the conditions to the CON, the monitor shall notify YNHHSO and L+M in writing regarding the deficiency. Within two weeks of such notice, the monitor shall convene a meeting with representatives from YNHHSO and L+M for the purpose of determining compliance and any appropriate corrective action plan. If YNHHSO and L+M fail to implement a plan of correction satisfactory to the monitor within thirty days of such meeting, the monitor shall report such substantial noncompliance and its impact on health care costs and accessibility to OHCA. OHCA shall determine whether such non-compliance has had a material negative impact and what remedy is reasonably necessary to bring YNHHSO and L + M into compliance and shall have the right to enforce these conditions by all means and remedies available to it under law and equity, including but not limited to Conn. Gen. Stat. 19a-642 and the right to impose and collect a civil penalty under Conn. Gen. Stat. 19a-653. In addition, in the event OHCA determines YNHHSO and L+M are in material non-compliance, OHCA may order YNHHSO and L+M to provide

additional community benefits as necessary to mitigate the impact of such non-compliance.

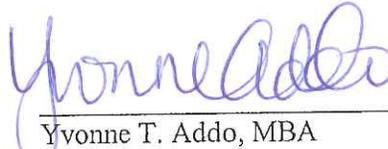
L+M Corporation and Yale New Haven Health Services Corporation
Docket Number: 15-32033-CON

All of the foregoing constitutes the final order of the Office of Health Care Access in this matter.

By Order of the
Department of Public Health
Office of Health Care Access

9/8/16

Date



Yvonne T. Addo, MBA
Deputy Commissioner

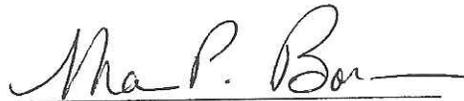
Date

Duly Authorized Agent for
Lawrence + Memorial Corporation

Signed by _____,
(Print name)

(Title)

9/7/16
Date



Duly Authorized Agent for
Yale New Haven Health Services Corporation

Signed by

Marna P. Borgstrom
(Print name)

(Title)

President & CEO

L+M Corporation and Yale New Haven Health Services Corporation
Docket Number: 15-32033-CON

All of the foregoing constitutes the final order of the Office of Health Care Access in this matter.

By Order of the
Department of Public Health
Office of Health Care Access

Date

Yvonne T. Addo, MBA
Deputy Commissioner

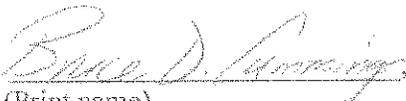
Date



Duly Authorized Agent for
Lawrence + Memorial Corporation

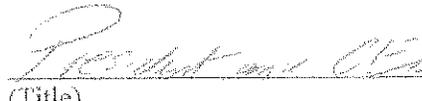
Signed by _____

(Print name)



(Print name)

(Title)



(Title)

Date

Duly Authorized Agent for
Yale New Haven Health Services Corporation

Signed by _____

(Print name)

(Title)

Greer, Leslie

From: Martone, Kim
Sent: Wednesday, September 28, 2016 2:42 PM
To: Roberts, Karen; Cotto, Carmen
Cc: Greer, Leslie
Subject: FW: Submission of Conditions 1 and 2 of Docket 15-32033-CON
Attachments: Martone_EMAIL_9.28.16.pdf

Kimberly R. Martone

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



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

Kim,

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

Nancy

Nancy Rosenthal

V.P., Strategy and Regulatory Planning

Yale New Haven Health System

2 Howe Street, Room 307
New Haven, CT 06511

203-688-5721

Nancy.Rosenthal@ynhh.org
www.ynhhs.org

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

September 28, 2016

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

Dear Ms. Martone,

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

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

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

Regards,



Nancy Levitt Rosenthal
Vice President, Strategy and Regulatory Planning

September 8, 2016

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

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

Ladies and Gentlemen:

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

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

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

[Signature page follows]

Sincerely,

Yale-New Haven Health Services Corporation

By: Marna P. Borgstrom

Name: Marna P. Borgstrom

Title: President and Chief Executive Officer

Agreed and Confirmed:

Lawrence + Memorial Corporation

By: _____

Name: Bruce Cummings

Title: President and Chief Executive Officer

Sincerely,

Yale-New Haven Health Services
Corporation

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

Agreed and Confirmed:

Lawrence + Memorial Corporation

By: 

Name: Bruce Cummings
Title: President and Chief Executive Officer

September 8, 2016

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

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

Ladies and Gentlemen:

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

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

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

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

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

Sincerely,

Yale-New Haven Health Services Corporation

By: Marna P. Borgstrom

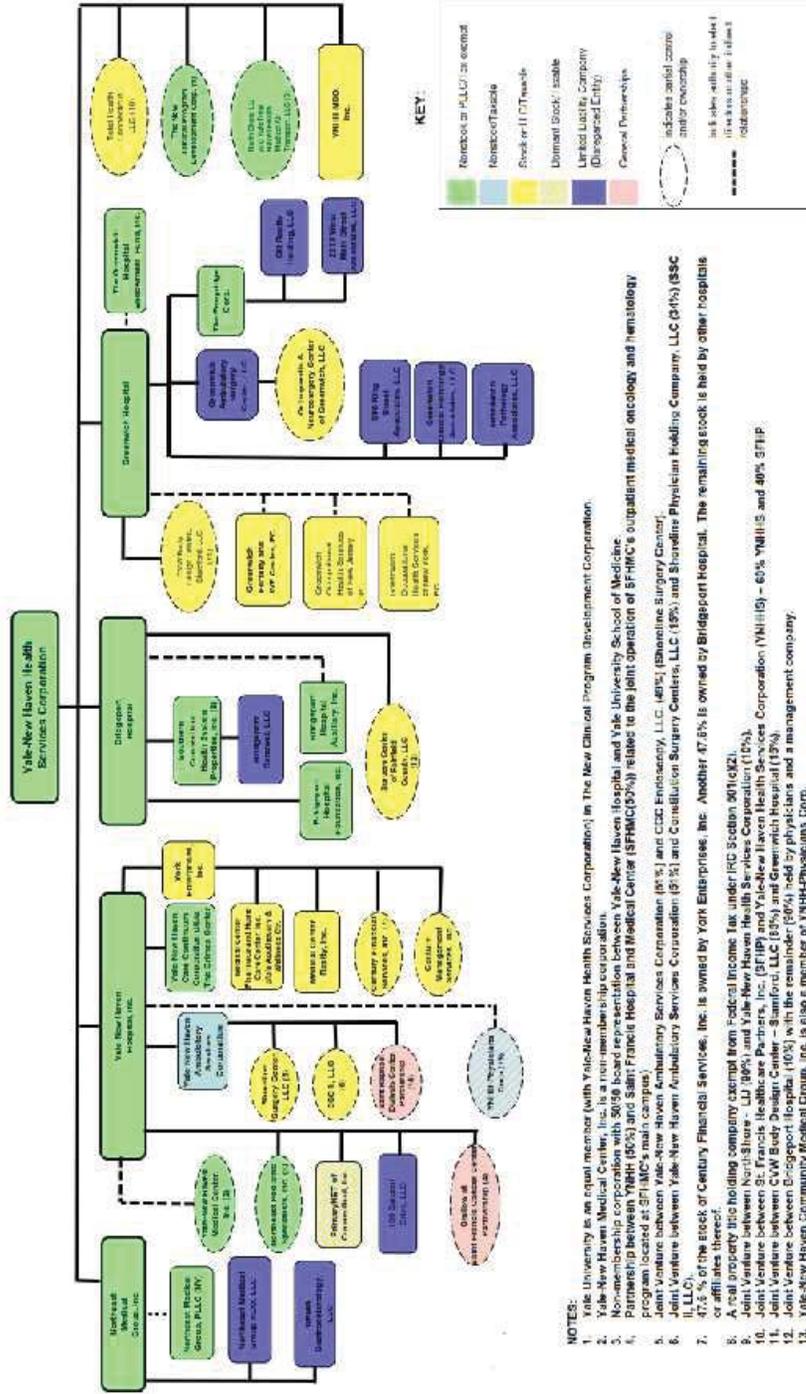
Name: Marna P. Borgstrom

Title: President and Chief Executive Officer

Updated Schedule 4.1.1 – YNHHS Subsidaries

Yale New Haven Health System

Last Updated: 01/22/16



- NOTES:**
- Yale University is an equal member (with Yale-New Haven Health Services Corporation) in the New Clinical Program Development Corporation.
 - Yale-New Haven Medical Center, Inc. is a non-membership corporation.
 - Non-membership corporation with 50/50 board representation between Yale-New Haven Hospital and Yale University School of Medicine.
 - Partnership between YNH (95%) and Saint Francis Hospital and Medical Center (SFHMC)(5%) related to the joint operation of SFHMC's outpatient medical oncology and hematology program located at SFHMC's main campus.
 - Joint Venture between Yale-New Haven Ambulatory Services Corporation (91%) and CCC Endoscopy, LLC (40%), (Endoscopy Surgery Center, LLC (41%)) (SSC I, LLC).
 - Joint Venture between Yale-New Haven Ambulatory Services Corporation (49.9%) and Century Physician Services, Inc. Another 47.6% is owned by Bridgeport Hospital. The remaining stock is held by other hospitals in the area.
 - 47.6% of the stock of Century Physician Services, Inc. is owned by York Enterprises, Inc. Another 47.6% is owned by Bridgeport Hospital. The remaining stock is held by other hospitals in the area.
 - A joint venture holding company exempt from Federal Income Tax under IRC Section 907(c)(2).
 - Joint Venture between Northshore - LU (98%) and Yale New Haven Health Services Corporation (2%).
 - Joint Venture between St. Francis Healthcare Partners, Inc. (SFHP) and Yale-New Haven Health Services Corporation (YNH) (5%) - 60% YNH (5%) and 40% SFHP.
 - Joint Venture between CVM Body Design Center - Stamford, LLC (55%) and Greenwich Hospital (45%).
 - Joint Venture between Bridgeport Hospital (40%) with the remainder (60%) held by physicians and a management company.
 - Yale-New Haven Community Medical Group, Inc. is also a member of YNH-Physicians Corp.
 - Joint Venture between Yale-New Haven Ambulatory Services Corporation (49.9%) and Renal Research Institute, LLC (9.1%).

Update to Schedule 4.8

Subsequent Events

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

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

Updates to Schedule 4.27

Consents and Approvals

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

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

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

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

September 8, 2016

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

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

Ladies and Gentlemen:

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

Article 3

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

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

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

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

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

Article 5

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

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

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

Sincerely,

Lawrence + Memorial Corporation

By: 

Name: Bruce Cummings

Title: President and Chief Executive Officer

Agreed and Confirmed:

Yale-New Haven Health Services
Corporation

By: _____

Name: Marna P. Borgstrom

Title: President and Chief Executive Officer

Sincerely,

Lawrence + Memorial Corporation

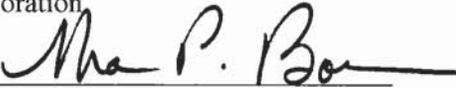
By: _____

Name: Bruce Cummings

Title: President and Chief Executive Officer

Agreed and Confirmed:

Yale-New Haven Health Services
Corporation

By: 

Name: Marna P. Borgstrom

Title: President and Chief Executive Officer

September 8, 2016

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

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

Ladies and Gentlemen:

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

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

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

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

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

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

[Signature page follows.]

Sincerely,

Lawrence + Memorial Corporation

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

Update to Schedule 3.1.1

L+M Subsidiaries

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

Direct Subsidiaries of Lawrence + Memorial Corporation:

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

Direct Subsidiaries of Lawrence + Memorial Hospital, Inc.:

- Associated Specialists of Southeastern Connecticut, Inc.*

Direct Subsidiaries of LMW Healthcare, Inc.:

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

Direct Subsidiaries of L & M Systems, Inc.:

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

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

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

* Tax-Exempt Organization

[] Inactive Entity

___ L+M Determination Letter has been received

Update to Schedule 3.5.1

Owned Real Property

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

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

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

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

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

Update to Schedule 3.8

Subsequent Events

Schedule 3.8 is hereby amended as follows:

(b)

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

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

The following is hereby added to subsection (b):

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

(d)

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

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

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

(l)

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

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

Update to Schedule 3.10.6

Real Property Certiorari Proceedings

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

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

Update to Schedule 3.13

Transactions with Affiliates

Schedule 3.13 is hereby amended as follows:

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

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

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

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

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

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

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

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

Update to Schedule 3.16.1

Collective Bargaining Matters

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

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

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

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

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

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

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

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

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

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

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

Update to Schedule 3.17.1

L+M Plans

Schedule 3.17.1 is hereby amended and restated as follows:

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

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

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

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

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

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

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

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

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

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

Update to Schedule 3.17.4

Benefits Triggered by Agreements

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

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

Schedule 3.27

Consents and Approvals

Schedule 3.27 is hereby amended to include the following items:

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

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

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

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

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

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

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

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

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

Update to Schedule 3.28.2

Cost Report Periods

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

LMH

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

LMW

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

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

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

RECITALS

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

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

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

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

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

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

ARTICLE 1

AMENDMENTS TO AFFILIATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2

CLOSING

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

ARTICLE 3

MISCELLANEOUS

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

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

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

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

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

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

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

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[SIGNATURE PAGE FOLLOWS]

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

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

By: Marna P. Borgstrom

Name: Marna P. Borgstrom

Title: President and Chief Executive Officer

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

By: _____

Name: Bruce Cummings

Title: President and Chief Executive Officer

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Yale-New Haven Health Services Corporation, a
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By: _____
Name: Marna P. Borgstrom
Title: President and Chief Executive Officer

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

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

Exhibit 2.1.4(B)

Amended and Restated Bylaws of NEMG

NORTHEAST MEDICAL GROUP, INC.
AMENDED AND RESTATED BYLAWS

Amended and Restated as of _____, 201__

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NORTHEAST MEDICAL GROUP, INC.
AMENDED AND RESTATED BYLAWS

ARTICLE I. NAME AND GENERAL PURPOSES

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

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

ARTICLE II. MEMBERSHIP

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

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

Notwithstanding anything in these Bylaws to the contrary:

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

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

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

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

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

ARTICLE III. BOARD OF TRUSTEES

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

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

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

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

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

designee.

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything herein to the contrary:

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

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

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

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

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

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

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

Section 3.9 Meetings.

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

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

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

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

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

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

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

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

ARTICLE IV. OFFICERS

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

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

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

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

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

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

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

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

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

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

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

Section 4.4 Resignation and Removal.

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

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

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

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

ARTICLE V. COMMITTEES

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

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

Section 5.3 Committee Governance.

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

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

Section 5.4 Standing Committees.

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

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

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

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

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

ARTICLE VI. INDEMNIFICATION

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

ARTICLE VII. CONFLICTS OF INTEREST

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

ARTICLE VIII. MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE IX. AMENDMENTS

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

EXHIBIT A

Actions Requiring Approval of the Member

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

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

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

Other Major Activities

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

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

EXHIBIT B

Actions Direct Authority Retained by the Member

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

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

Exhibit 2.1.4(D)

Amended and Restated Bylaws of LMMG

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

ARTICLE I

Name

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

ARTICLE II

Role and Purpose of the Corporation; Sole Member

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

System Authority

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

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

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

(xiv) Appointment of the President of Corporation;

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

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

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

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

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

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

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

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

ARTICLE IV

Board of Trustees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(t) Evaluate the Board's performance.

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

ARTICLE V

Meetings of the Board of Trustees

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

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

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

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

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

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

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

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

ARTICLE VI

Officers

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

Committees

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

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

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

ARTICLE VIII

Conflict of Interest; Confidentiality

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

ARTICLE IX

Miscellaneous

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

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

ARTICLE X

Amendments

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

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

Exhibit 2.1.4(E)

Amended and Restated Certificate of Incorporation of LMMG

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION**

L&M PHYSICIAN ASSOCIATION, INC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule 6.5

YNHHSC Third Party Approvals

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

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

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

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

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

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

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

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

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

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

Schedule 7.5

L+M Third Party Approvals

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

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

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

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

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

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

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

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

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

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

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

As of 9/8/16

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

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

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

AGENDA

October 11, 2016

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

- II. Timing and Format of Reporting



Scheduled Meeting
Lawrence + Memorial and Yale-New Haven Health System
Certificate of Need Transfer of Ownership
Docket Numbers 15-32033-CON and 15-32032-CON

Date of Meeting: 10/11/2016

Name (Please Print)	Affiliation
Gayle Cappuzzo	YNHHS
May Rosenthal	YNHHS

Present from OHCA were:

Kimberly Martone	Carmen Cotto
Karen Roberts	

Meeting Start Time: 2:00 pm
 Meeting End Time: 3:30 pm
 KR

September 28, 2016

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



Dear Ms. Martone,

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

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

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

Regards,

Nancy Levitt Rosenthal
Vice President, Strategy and Regulatory Planning

September 8, 2016

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

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

Ladies and Gentlemen:

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

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

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

[Signature page follows]

Sincerely,

Yale-New Haven Health Services Corporation

By: Mama P. Borgstrom

Name: Mama P. Borgstrom

Title: President and Chief Executive Officer

Agreed and Confirmed:

Lawrence + Memorial Corporation

By: _____

Name: Bruce Cummings

Title: President and Chief Executive Officer

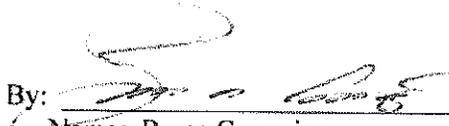
Sincerely,

Yale-New Haven Health Services
Corporation

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

Agreed and Confirmed:

Lawrence + Memorial Corporation

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

September 8, 2016

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

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

Ladies and Gentlemen:

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

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

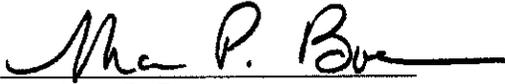
Section and sub-section numbers and letters used in the schedules to this letter correspond to the section and sub-section numbers and letters in the Affiliation Agreement, unless otherwise noted. The captions of each section in the schedules to this letter are included for convenience only and are not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

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

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

Sincerely,

Yale-New Haven Health Services Corporation

By: 

Name: Marna P. Borgstrom

Title: President and Chief Executive Officer

Update to Schedule 4.8

Subsequent Events

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

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

Updates to Schedule 4.27

Consents and Approvals

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

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

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

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

September 8, 2016

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

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

Ladies and Gentlemen:

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

Article 3

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

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

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

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

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

Article 5

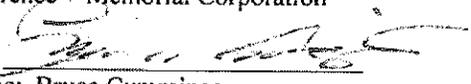
Pursuant to Section 5.1.9(a) of the Affiliation Agreement, L+M is required to engage a qualified environmental consultant and to conduct an operational compliance self-audit of the operations of LMH, LMW, LMMG and VNA of Southeastern Connecticut with respect to Environmental, Health and Safety Requirements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

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

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

Sincerely,

Lawrence + Memorial Corporation

By: 

Name: Bruce Cummings

Title: President and Chief Executive Officer

Agreed and Confirmed:

Yale-New Haven Health Services
Corporation

By: _____

Name: Marna P. Borgstrom

Title: President and Chief Executive Officer

Sincerely,

Lawrence + Memorial Corporation

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

Agreed and Confirmed:

Yale-New Haven Health Services
Corporation

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

September 8, 2016

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

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

Ladies and Gentlemen:

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

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

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

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

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

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

[Signature page follows.]

Sincerely,

Lawrence + Memorial Corporation

By: 

-Name: Bruce Cummings

Title: President and Chief Executive
Officer

Update to Schedule 3.1.1

L+M Subsidiaries

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

Direct Subsidiaries of Lawrence + Memorial Corporation:

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

Direct Subsidiaries of Lawrence + Memorial Hospital, Inc.:

- Associated Specialists of Southeastern Connecticut, Inc.*

Direct Subsidiaries of LMW Healthcare, Inc.:

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

Direct Subsidiaries of L & M Systems, Inc.:

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

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

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

* Tax-Exempt Organization

[] Inactive Entity

___ L+M Determination Letter has been received

Update to Schedule 3.5.1

Owned Real Property

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

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

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

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

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

Update to Schedule 3.8

Subsequent Events

Schedule 3.8 is hereby amended as follows:

(b)

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

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

The following is hereby added to subsection (b):

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

(d)

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

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

(l)

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

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

Update to Schedule 3.10.6

Real Property Certiorari Proceedings

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

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

Update to Schedule 3.13

Transactions with Affiliates

Schedule 3.13 is hereby amended as follows:

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

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

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

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

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

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

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

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

Update to Schedule 3.16.1

Collective Bargaining Matters

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

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

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

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

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

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

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

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

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

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

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

Update to Schedule 3.17.1

L+M Plans

Schedule 3.17.1 is hereby amended and restated as follows:

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

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

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

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

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

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

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

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

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

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

Update to Schedule 3.17.4

Benefits Triggered by Agreements

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

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

Schedule 3.27

Consents and Approvals

Schedule 3.27 is hereby amended to include the following items:

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

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

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

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

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

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

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

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

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

Update to Schedule 3.28.2

Cost Report Periods

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

LMH

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

LMW

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

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

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

RECITALS

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

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

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

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

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

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

ARTICLE 1

AMENDMENTS TO AFFILIATION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2

CLOSING

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

ARTICLE 3

MISCELLANEOUS

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

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

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

Execution Version

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE FOLLOWS]

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

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

By: Marna P. Borgstrom

Name: Marna P. Borgstrom

Title: President and Chief Executive Officer

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

By: _____

Name: Bruce Cummings

Title: President and Chief Executive Officer

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

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

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

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

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

Exhibit 2.1.4(B)

Amended and Restated Bylaws of NEMG

NORTHEAST MEDICAL GROUP, INC.
AMENDED AND RESTATED BYLAWS

Amended and Restated as of _____, 201__

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NORTHEAST MEDICAL GROUP, INC.
AMENDED AND RESTATED BYLAWS

ARTICLE I. NAME AND GENERAL PURPOSES

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

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

ARTICLE II. MEMBERSHIP

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

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

Notwithstanding anything in these Bylaws to the contrary:

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

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

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

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

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

ARTICLE III. BOARD OF TRUSTEES

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

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

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

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

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

designee.

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything herein to the contrary:

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

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

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

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

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

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

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

Section 3.9 Meetings.

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

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

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

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

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

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

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

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

ARTICLE IV. OFFICERS

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

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

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

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

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

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

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

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

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

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

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

Section 4.4 **Resignation and Removal.**

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

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

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

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

ARTICLE V. COMMITTEES

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

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

Section 5.3 Committee Governance.

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

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

Section 5.4 Standing Committees.

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

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

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

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

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

ARTICLE VI. INDEMNIFICATION

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

ARTICLE VII. CONFLICTS OF INTEREST

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

ARTICLE VIII. MISCELLANEOUS PROVISIONS

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

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

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

ARTICLE IX. AMENDMENTS

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

EXHIBIT A

Actions Requiring Approval of the Member

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

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

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

Other Major Activities

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

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

EXHIBIT B

Actions Direct Authority Retained by the Member

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

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

Exhibit 2.1.4(D)

Amended and Restated Bylaws of LMMG

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

ARTICLE I

Name

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

ARTICLE II

Role and Purpose of the Corporation; Sole Member

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

System Authority

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

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

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

(xiv) Appointment of the President of Corporation;

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

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

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

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

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

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

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

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

ARTICLE IV

Board of Trustees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(t) Evaluate the Board's performance.

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

ARTICLE V

Meetings of the Board of Trustees

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

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

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

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

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

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

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

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

ARTICLE VI

Officers

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

Committees

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

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

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

ARTICLE VIII

Conflict of Interest; Confidentiality

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

ARTICLE IX

Miscellaneous

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

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

ARTICLE X

Amendments

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

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

Exhibit 2.1.4(E)

Amended and Restated Certificate of Incorporation of LMMG

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION**

L&M PHYSICIAN ASSOCIATION, INC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule 6.5

YNHHSC Third Party Approvals

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

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

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

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

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

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

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

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

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

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

Schedule 7.5

L+M Third Party Approvals

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

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

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

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

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

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

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

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

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

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

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

As of 9/8/16

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

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

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

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

As of 9/8/16

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

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

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

October 4, 2016

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

Dear Ms. Martone,

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

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

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

Regards,



Nancy Levitt Rosenthal
Vice President, Strategy and Regulatory Planning

Community Health Assessment



Collective Action to Create a Healthier Community

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Funding Support

Partial funding for this project was generously provided by the Community Foundation of Eastern Connecticut and the U.S. Preventative Health and Health Services Block Grant

Guided by the Southeastern CT Health Improvement Collaborative, a coalition of health care providers, local public health, federally qualified health centers, tribal representatives, higher education, and numerous non-profit organizations serving the region, L+M Hospital (L+M) and Ledge Light Health District (LLHD) considered data from primary and secondary sources to identify and elucidate the leading health indicators for the region included in this report. Accompanying this assessment is a Community Health Improvement Plan (CHIP) to address the Community Health Assessment findings.

The data sources in this assessment provided a rich array of information and moved the process toward a more holistic understanding of health status, perceptions, barriers, and strategies for improvement. Community member input revealed consistent themes around communication, connections and bias, disparities, access to care, safety concerns, mental health, and chronic disease.

Recognizing the significant contribution of social determinants to overall health and wellness, particular attention has been paid in this assessment to the interaction between socioeconomic and environmental conditions as well as to health disparities. One such social determinant, economic security—or the ability to regularly and comfortably pay for one’s basic needs such as food, housing, transportation, and other goods and services, is closely associated with health outcomes. Although fewer residents of New London County experienced poverty in the past 12 months compared to the state, there still exist disparities around family construct and geography. Residents in lower income categories reported higher anxiety and depression, and lower incomes are correlated with higher suicides and self-inflicted injuries. There are also significant disparities related to employment in Greater New London; the real unemployment rate among Blacks is more than twice that of Whites.

Housing stock in the region is older in general and more likely to harbor health hazards such as defective lead paint, failing plumbing, and asbestos insulation, contributing to poorer health among lower income residents who are more likely to live in poor quality housing. Further, transportation emerged as a key issue impacting health; when asked about their vision of a healthy community, focus group and web survey participants and community partners repeatedly cited the need for more and better public transportation, bike lanes and pedestrian-friendly roads .

As it relates to chronic disease, there are repeated associations between poor health and social determinants in the assessment data. When sedentary lifestyle is examined by income, those with incomes less than \$50,000 are more likely to be sedentary than the state and Greater New London overall. Smoking, diabetes and heart disease also have higher prevalence among those within lower income categories and those with lower levels of education. Lower income and education is also correlated with higher emergency department use, the delaying of healthcare, not getting necessary care, and not getting necessary medications due to cost.

Mental and emotional wellbeing is an area of concern, with disparities by race and also by income. Mental health concerns and substance use are often co-occurring—in 2015, depression was the fourth most prevalent condition among hospitalizations and alcohol/substance use was the fifth. Although the data reflect a time period before the most recent dramatic spike in opioid overdoses and related deaths, there nonetheless is an upward trend seen in recent years.

Racial and ethnic health disparities were evident on several indicators including asthma (higher among Hispanics and African Americans), oral health (less preventive care among African Americans), hypertension (higher among African Americans) and the experience of violence (higher among Hispanics). African Americans and Hispanics are more likely to use the hospital emergency department (ED) for care, considered a proxy for access to care in the community.

Understanding the connections between wide-ranging factors and their relative contributions to overall health is one goal of the community health assessment process. Only through this understanding can the community effectively impact policies, systems and practices toward a healthier community.

Contact

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Ledge Light Health District (860) 448-4882 ext. 300, jmuggeo@llhd.org

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With a shared vision for a healthy community, and continuing a long-term partnership on many community health improvement activities, Lawrence + Memorial Hospital (L+M) and Ledge Light Health District (LLHD) joined together in 2015-16 to lead a Community Health Assessment (CHA) process for Greater New London (see map page 7). Guided by the Southeastern CT Health Improvement Collaborative, a coalition of health care providers, local public health, federally qualified health centers, tribal representatives, higher education, and numerous non-profit organizations serving the region, L+M and LLHD considered data from primary and secondary sources to identify and elucidate the leading health indicators for the region included in this report. Accompanying this assessment will be a Community Health Improvement Plan (CHIP) to address the CHA findings, developed by the Southeastern CT Health Improvement Collaborative. Through the prioritization and planning process, the Collaborative will identify initiatives that include addressing social determinants in order to achieve improved health outcomes. While the CHA and CHIP are designed to meet the requirements for L+M to maintain their non-for-profit status as a community hospital and for LLHD to earn accreditation through the Public Health Accreditation Board, both organizations intend for the reports to serve as guides for planning future programs and policies for these agencies and for the community overall.

Among public health and human service advocates in Greater New London, there is a recognition that social determinants, such as poverty, educational attainment, food security, housing, and transportation, contribute to overall wellbeing and health more than clinical care, behaviors or family history. Otherwise stated, zip code is more important than genetic code as a contributor to health. Developing the best strategies to improve health requires an understanding of how social

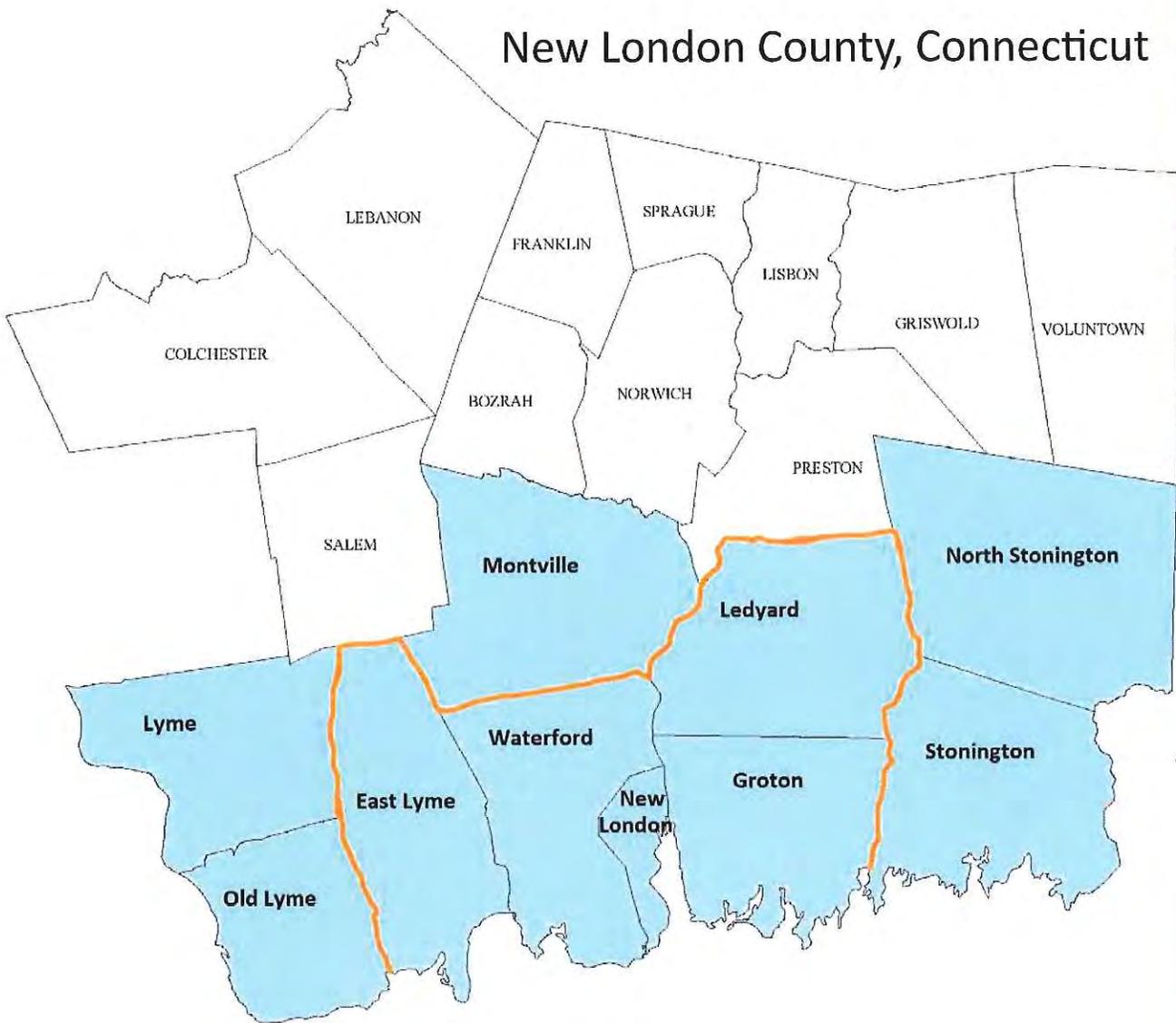
determinants influence health. It is especially important when considering health inequities; that some groups within our communities bear disproportionate rates of disease and/or experience disparate quality of care is related to many intersecting factors. Achieving a “healthy community” where everyone has the same opportunities to make healthy choices and access quality, culturally and linguistically sensitive, timely and affordable health care requires us to examine inequities in socioeconomic conditions, and the policies and practices that create them.

WHAT Know What Affects Health



This Community Health Assessment Report focuses on the leading health indicators of Greater New London, which is the Lawrence and Memorial Hospital primary service area (highlighted in blue on this map) and includes the member municipalities of Ledge Light Health District (outlined in orange).

New London County, Connecticut

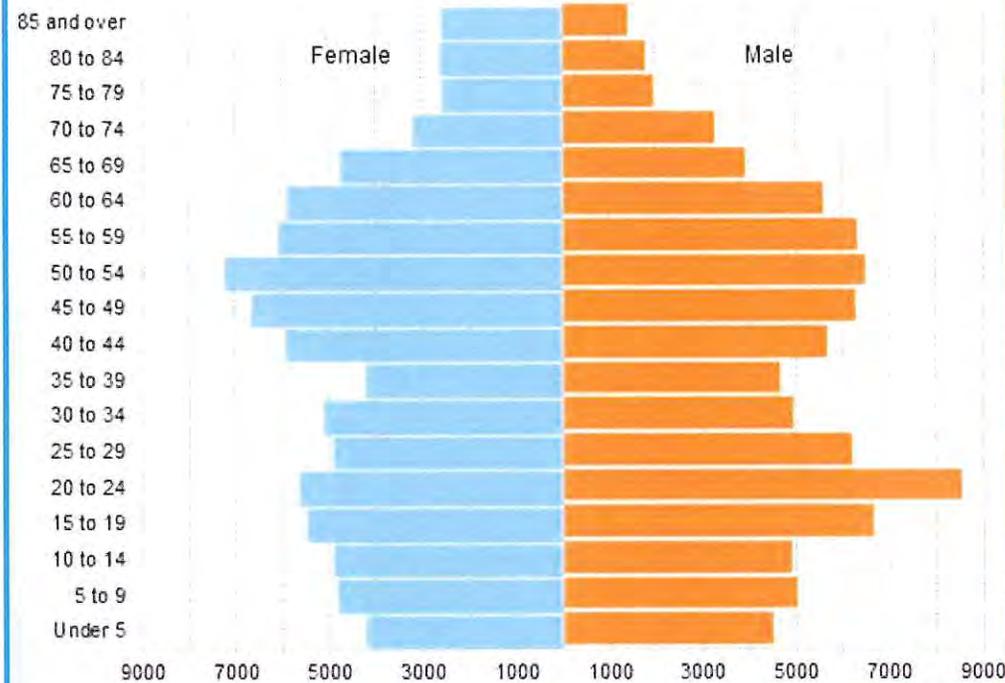


The Lawrence + Memorial Hospital service area covers 17 U.S. Census zip code tabulation areas. The information presented in this section reflects the total population of those areas from the American Community Survey.

Total Population	174,814
Gender	
Male	50.5%
Female	49.5%
Race/Ethnicity	
White, Non-Hispanic	76.0%
Hispanic or Latino of Any Race	10.4%
Black, Non-Hispanic	5.5%
Asian, Non-Hispanic	4.1%
Two or more Races, Non-Hispanic	3.4%
American Indian/Alaska Native, Non-Hispanic	0.5%
Some Other Race, Non-Hispanic	0.1%
Disability	
Total Population	12.1%
Under 5 Years	1.8%
5 to 17 Years	5.4%
18 to 64 Years	10.0%
65 Years and Over	30.1%

Languages Other than English Spoken in Greater New London			
	Rank	% of Population who Speak the Language	% Who Speak English Less than "Very Well"
Spanish or Spanish Creole:	1	6.5%	37.9%
Chinese:	2	1.3%	55.5%
Tagalog (Filipino):	3	0.6%	36.5%
French (incl. Patois, Cajun):	4	0.5%	17.4%
Italian:	5	0.4%	23.3%
Other Asian languages:	6	0.4%	19.2%
French Creole:	7	0.3%	83.6%
German:	8	0.3%	16.4%
Hindi:	9	0.3%	40.0%
Russian:	10	0.3%	38.6%

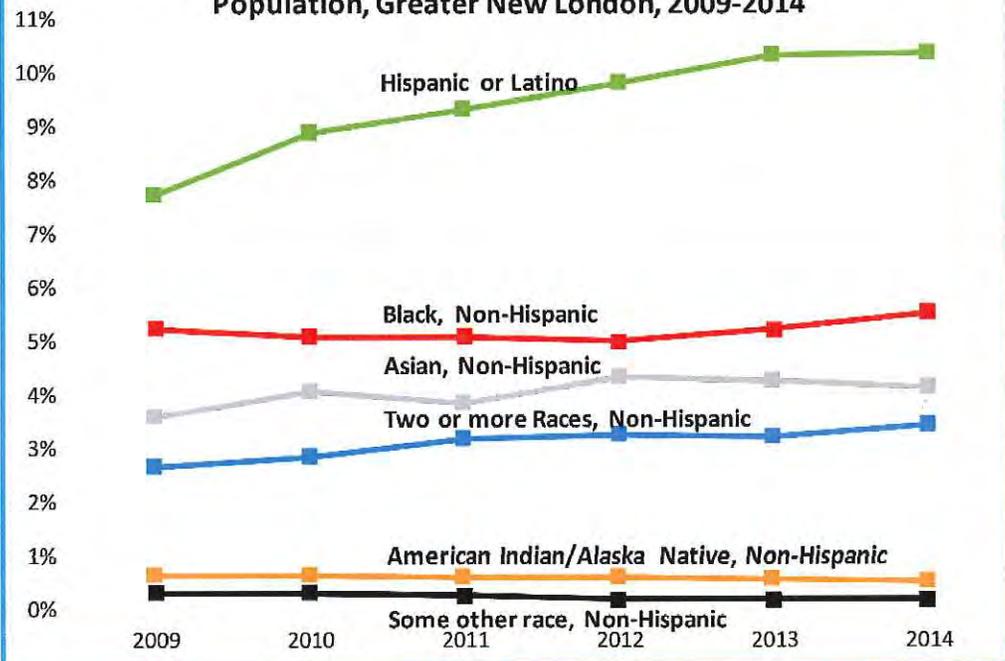
Population of Greater New London by Age and Sex



According to the 2014 American Community Survey, the population of Greater New London is 174,814, having grown by about 2,500 people in the past 5 years. The population is nearly evenly divided by sex, with 50.5% being male, though the population 65 years and older is made up of more females

(55.8%). Of particular importance is the large wave of those in and around the baby boom generation (ages 50-70). As this group continues to age, it will place increasing health, social and economic pressures on families, social service and governmental agencies. Both in absolute terms and as a percentage of the population (24%), the population of non-White minorities has grown in

Change in Minority Population as a Percentage of the Total Population, Greater New London, 2009-2014



Greater New London over the past 5 years (up from 20% in 2009). This growth has been driven primarily by those identifying as Hispanic or Latino, whose population has grown from 7.7% of the population in 2009 to 10.4% in 2014.

On May 26, 2015, L+M and LLHD organized the first meeting of what would become the Southeastern CT Health Improvement Collaborative (Collaborative). Representatives from a number of community agencies were invited to serve as a steering/advisory committee for L+M and LLHD's assessment. The Collaborative met bimonthly and provided insight and guidance in the design of data collection efforts. In November, Collaborative members joined other community agencies for a facilitated conversation considering the assets and challenges to health in the region. At subsequent Collaborative meetings, members organized focus groups and reviewed preliminary data. LLHD and L+M hosted a preliminary data release in March 2016 and a prioritization event in May 2016.

This assessment includes review and analysis of data from primary and secondary data sources:

The statewide Wellbeing Survey of adults, conducted by DataHaven in the late summer and fall of 2015. A statewide telephone survey of area residents with oversampling conducted in select communities, the survey included 1,200 residents from Greater New London. The survey was delivered in English and Spanish and included both landline and cell phones. The sampling methodology and survey tool are included as Appendix A.

A supplemental survey tool developed in English and Spanish and deployed in community settings including clinic waiting rooms and sporting events. The goal of the supplemental survey was to obtain information from individuals who may not have been represented in the initial telephone survey.

The November key informant/community partner forum with over 30 participants (see distribution list Appendix B). At the forum participants shared their insights on the most important health and wellbeing issues in our region and how to address them.

Qualitative data from 12 focus groups held in early 2016 in order to explore issues of concern revealed in the household survey. These groups included conversations among African Americans, Hispanics, Native Americans, youth, seniors, LGBTQ people, and people living in poverty (see focus group reports in Appendix C).

Secondary data from a wide range of sources, including Centers for Disease Control, the CT Department of Public Health, the U.S. Census, Healthy People 2020, and the CT Hospital Association. A complete list of data sources for this report are listed on page 15.

Community engagement was a key component of the CHA. The CHA included participation of not only public health experts and health care providers but also representatives, ranging in age from 12 to 87, of medically underserved, low income, minority, and youth populations and an array of community organizations from throughout the region. Their voices were heard through a community partner forum, twelve focus groups including diverse representation, the CHA steering committee, and a web-based survey. Throughout the various engagement activities, several themes emerged.

Connections, Communication, Bias

In general, there is a feeling that there has been a loss of sense of community locally. Community members and

partners said that there is a lack of communication, coordination, and understanding of differences, between people and with organizations and systems. Examples of widespread bias along many lines—racial/ethnic, mental health, gender, age, ability, sexual orientation, resulting in discrimination, disparities, and stigma and ultimately negatively impacting access to care and quality of services, were described. Within organizations, there is a need for greater cultural competence to bridge differences. The “we know best” culture, particularly in healthcare, needs to be addressed. Some feel that although there is division within the community overall, communication may be better within a single culture.

“A lot of people in this area are invisible.”
—faith community focus group participant

The complexity and fragmentation of the healthcare system impacts access; it’s difficult to navigate, with many barriers including finances, health insurance status,

Access

literacy, time constraints, and “how it is organized.” As a region, there is a need to start thinking collectively and to examine the infrastructure, education and training deficits. It is generally understood that the area doesn’t benefit from as many state resources as do the urban centers elsewhere in the state; this calls for standing together and demanding attention and support. Some challenges include an inadequate public and safety net transportation system which has a major influence on access to services including health and social services, lack of access to safe affordable housing, place-based issues including neighborhood challenges, and economic disparities. The region’s population is aging and experiencing increased isolation. Focus group participants and community partners expressed concern that technology may create new barriers to access, particularly among older residents.

“The high cost of health care is making individuals skimp in ways like splitting pills, deferring care, and foregoing dental care and on necessities like food.”
—access to care focus group participant

Safety

Many focus group participants cited safety concerns including neighborhood issues, family violence, bullying, and sexual abuse. Factors contributing to a decreased sense of safety include drug and alcohol use, poverty, and mental health. Residents expressed concern that children are witnessing drug use and extreme violence. Older residents feel that increased law enforcement in a neighborhood leads to a safer environment, but younger residents noted an overall decrease in feeling safe. Youth expressed worries about early death or injury from violence.

“A gun is easier to get than an apple.”
—youth focus group participant

Mental Health

As it relates to mental health, stress and anxiety are cited as having a dramatic impact on the overall health of residents and these concerns are increasing. Community members indicate that greater awareness, education, de-stigmatization, understanding, and coordination of care, to include integration of behavioral health services with medical care. There are excellent resources available in this region but it is felt that they aren't as networked or as culturally competent as they should be. Young people cited the stress of helping their parents provide for their families.

“There are so many people in this building who have mental health issues and need services, but they don't know where to go or how to pay for the services. I have friends who are survivors of traumatic domestic violence who need support services, but they don't know who to go to or how to get started. These are parents—with heavy baggage—raising kids in a place no one else in the community cares about. We love each other but know we're a bunch of throwaways, like those misfit toys in that Christmas special.”
—public housing focus group participant

Residents have many ideas about contributing factors to chronic disease. They cited lack of access to healthy foods, too many processed foods that are easily obtained, cost of

Chronic Disease

fresh foods, and limited nutritional education, including information on appropriate portion sizes. There are cultural practices that contribute to poor nutrition and which could potentially be improved with education. It is also believed that greater information about available recreational opportunities for all residents would have a positive influence on overall health.

“Kids are not moving as much, there isn't as much recess, and all of the technology is keeping them inside.”
—community member

Smoking, air quality, built environment, and lack of trust in the healthcare system were also raised as influences on health.

Focus group and web survey participants were asked about their vision for a healthy community. Ideas cited included integrated community development, readily accessible healthy foods, recreational opportunities available for all regardless of age or ability, and a transportation system that truly meets the community's needs. Despite the challenges acknowledged, there is a sense of optimism that Greater New London has a healthy future.

Thinking ahead about the future of your community, what is your vision related to people's health? What do you think needs to happen to make this vision a reality?

"Full Service Community Center with a state of the art gym, pool, fitness guidance classes all at affordable rates."

"There needs to be innovation in how services are provided and made available to support holistic health."

"Better/more information regarding services available to the underserved."

"Improvement in the diet of the community- e.g. less processed food and more fresh, healthy options."

"Provide low cost care not only with primary doctors, but also for specialists."

"Sustainable public spaces that promote health and wellness."

"Elder care is an increasing issue, both health services and living spaces."

"Better services for people with disabilities."

"Middle class benefits - most people making a middle class income are just getting by or not and makes it impossible to qualify for services."

"More public transportation."

"More inclusion in politics."

"Bicycle paths and sidewalks to walk safely on would be wonderful!"

"More community leaders stepping up and folks buying into the notion of taking care of one another instead of looking out solely for themselves."

"A greater focus on walkability."

"Early intervention with children's needs."

"Less racism."

"Improving mental health and domestic violence prevention are very important to me."

"Better availability of paid maternity leave, preschool, neighborhood childcare."

"Safer and better maintained housing for low income families."

"More and better employment opportunities that pay a living wage."

"More public health, safety out reach groups. There needs to be more youth activities for the children."

The graphs and information included on the following pages reflect data from several sources:

- The 2015 DataHaven Wellbeing Survey (2015 Wellbeing Survey)
- The American Community Survey (ACS)
- Centers for Disease Control and Prevention (CDC)
- Connecticut Department of Public Health (CT DPH)
- Connecticut Health Foundation
- Connecticut Hospital Association
- Environmental Protection Agency (EPA)
- FBI Uniform Crime Reporting
- Harvard School of Public Health
- Institute for Future Studies
- Lawrence + Memorial Hospital (L+M)
- Ledge Light Health District (LLHD)
- Locally Conducted Focus Groups
- Robert Wood Johnson Foundation
- Southeastern Regional Action Council (SERAC)
- United Way of Southeastern Connecticut (ALICE Report)
- University of Massachusetts
- World Health Organization

The applicable data source is noted on each graph.

As much as possible, where valid data were available from the 2015 Wellbeing Survey, these graphs reflect the primary service area of L+M Hospital, as shown on the map on page 7 and as reflected in the demographics highlighted on pages 8 and 9 and referred to as “Greater New London.” In some cases, the graphs reflect data only for the LLHD member municipalities (see map on page 7), while in other cases the graphs reflect New London County or the state of Connecticut. In these instances, the geographic scope of the graph is noted.

L+M and LLHD identified leading health indicators in eight domains. The indicators selected are limited to those for which there are local data. This report will be updated if additional sources of local incidence or prevalence of disease, illness or injury are identified. It should be noted that there is a significant lack of local population health data on children. Data about childhood asthma, vaccinations and substance use are included; there may be other leading childhood health indicators for which local data are not currently available.

The domains and sub-categories include:

Social Determinants of Health

- >Education
- >Economic Security
- >Housing
- >Employment
- >Transportation
- >Public Safety
- >Social Cohesion

Health Systems and Access to Care

- >Public Health and Healthcare Infrastructure
- >Emergency Department Use
- >Health Insurance
- >Barriers to Care
- >Emergency Preparedness

Chronic Disease

- >Risk Factors
- >Diabetes
- >Cardiovascular Disease
- >Chronic Lower Respiratory Disease
- >Asthma
- >Cancer
- >Oral Health

Infectious Disease

- >HIV/AIDS and Hepatitis
- >Sexually Transmitted Infections
- >Vaccine Preventable Diseases
- >Tickborne Disease
- >Foodborne Illness

Maternal and Infant Health

- >Prenatal Care
- >Low Birthweight Babies
- >Births to Teens
- >Neonatal Abstinence Syndrome
- >Infant Mortality

Mental Health and Substance Abuse

- >Mental and Emotional Wellbeing
- >Suicide and Self-Inflicted Injury
- >Substance Abuse and Overdose
- >Substance Abuse among Youth

Injury and Violence

- >Violence
- >Unintentional Injury

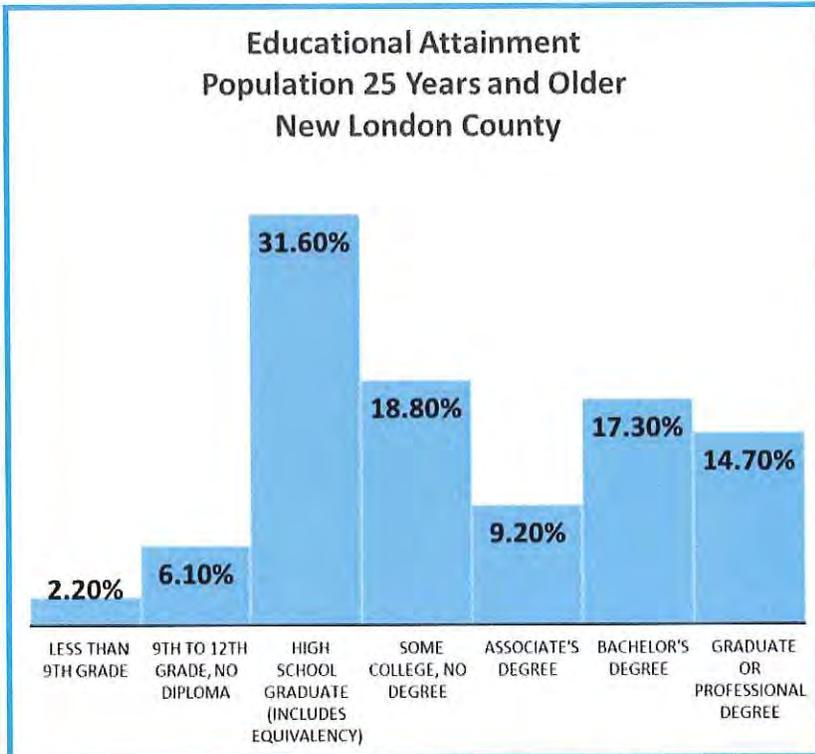
Environmental Risk Factors and Health

- >Lead
- >Radon

Social Determinants of Health

Educational attainment is strongly associated with health and wellbeing. People with higher levels of education tend to live longer, healthier lives than those with lower levels of education. Existing research has documented that this association is not due to differences in health literacy or behavior alone, but also influenced by differences in income, housing, social support and childhood poverty and trauma.

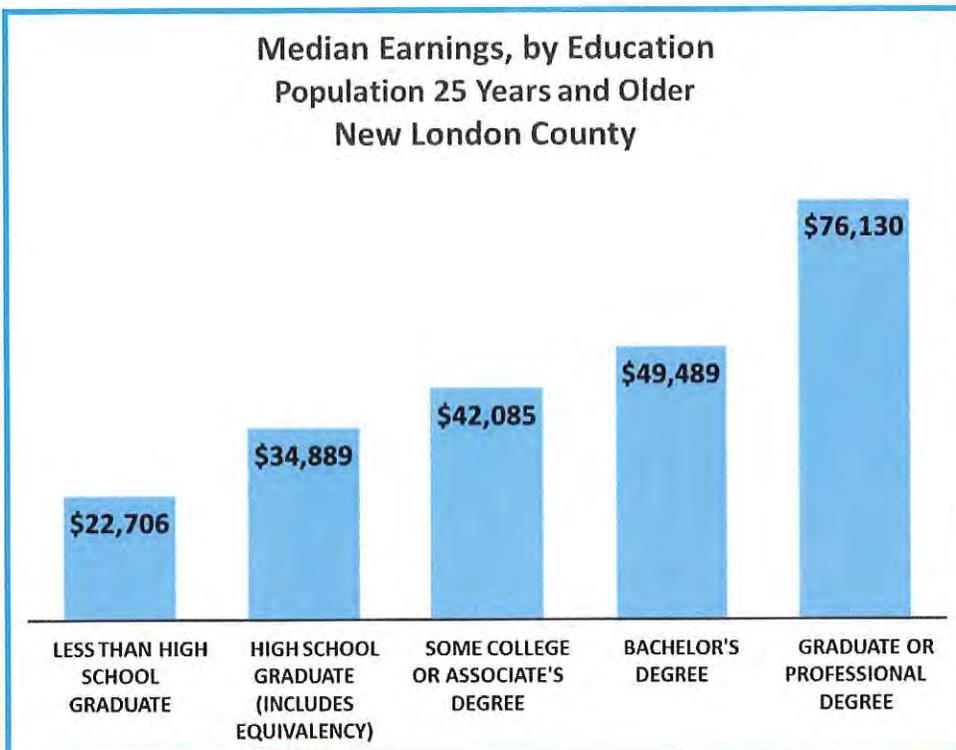
Residents of New London County enjoy high levels of educational attainment overall, though rates of adults with bachelor's or graduate degrees lag slightly behind the state (20.6% and 16.4% respectively).



Source: ACS, 2014 5-Year Estimates

Education

Educational attainment is closely linked with the ability to earn a living, often trapping those with less education in jobs that pay very little. 1 in 4 adults in New London

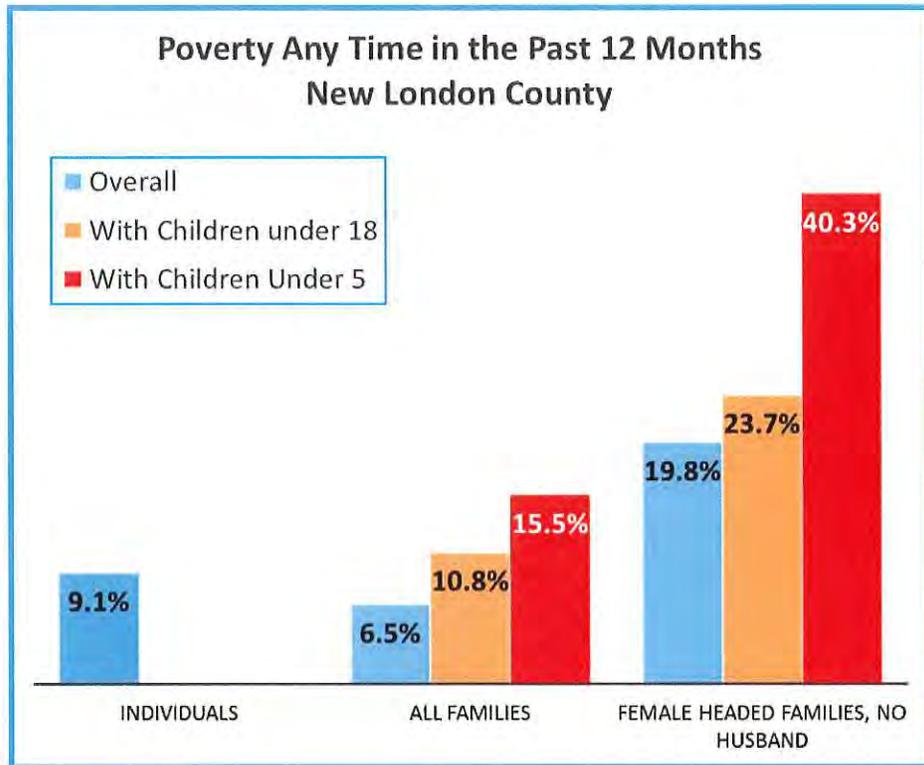


County without a high school diploma live in poverty.

Those with the highest levels of education on average earn more than three times as much as those with the least education.

Source: ACS, 2014 5-Year Estimates

Economic security, or the ability to regularly and comfortably pay for one’s basic needs such as food, housing, transportation, and other goods and services, is closely associated with health outcomes. Overall, residents of New London County appear to enjoy high levels of income, with median household earnings of \$66,693 (ACS 2014 5-Year Estimates). In



Source: ACS, 2014 5-Year Estimates

addition, fewer residents of New London County experienced

Economic Security

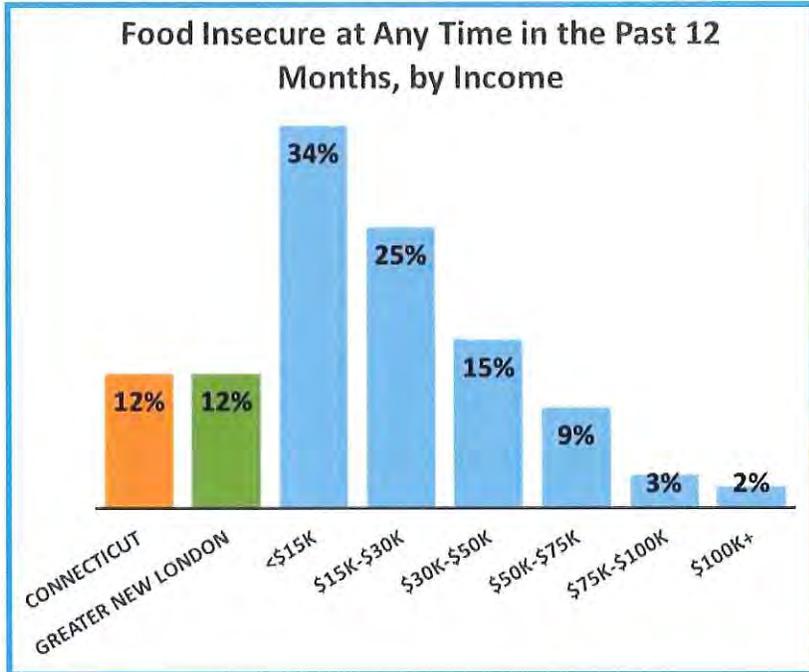
poverty in the past 12 months compared to the state (10.5%). Sadly, however, disparities still exist. Families with children, and in particular single-parent families with young children, had much higher rates of poverty.

While the median household income for the county appears high, according to the United Way of Southeastern CT (UWSECT), the basic survival budget for a household with young children is approximately \$63,000, only slightly below the county’s median income level.

According to the United Way of Southeastern CT, 26% of households in New London County are considered asset limited, income constrained, employed (ALICE).

Part of being economically “secure” is achieving a comfortable degree of financial stability and predictability. Many residents of the Greater New London area (46%) reported that if they lost their source of income, they could continue to live as they currently are for at least six months. About 1 in 5 residents, however, are less than one month away from having to make major life changes if their current source of income were to end, suggesting a tenuous or non-existent degree of economic security for a large portion of the population of the region.

One of the direst consequences of poverty is the inability to afford to buy food. Though comparable to the state overall, food insecurity in the past 12 months still rose to levels that should be considered unacceptable, especially among those earning less than \$30,000 per year. That there appear to be co-occurring epidemics of food insecurity and obesity, especially among low income populations, speaks to the nutritional density of affordable food, and suggests the very real need to address the food system in the region.

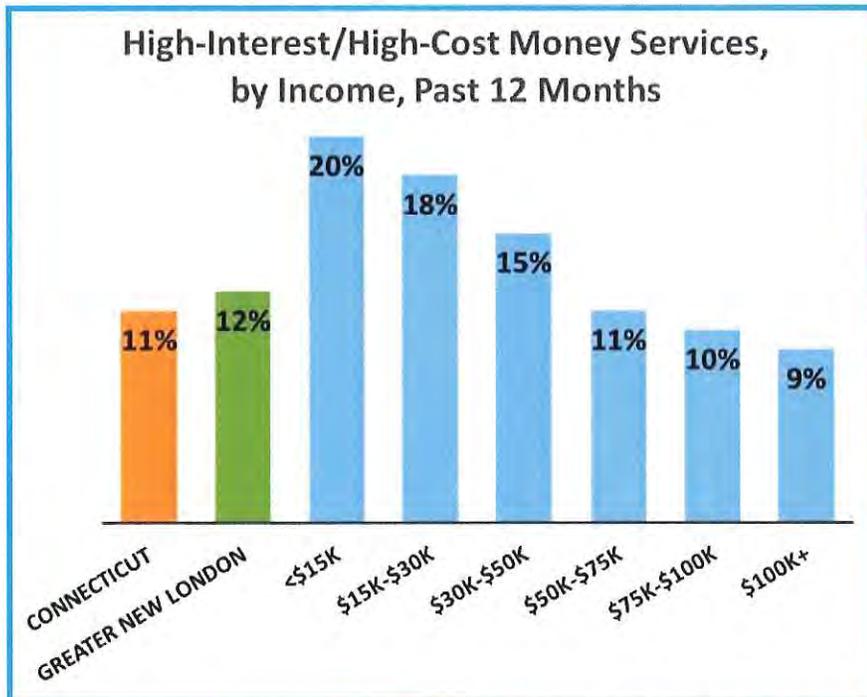


Source: 2015 Wellbeing Survey

Economic Security

Though only about 1 in 8 adults overall used them in the past 12 months, high interest, high cost money

services such as check cashing, money orders, and refund anticipation loans exact an economic cost on people of low income far more frequently. Contributing to what is often referred to as the "poverty tax" because they are used by those who can least afford them, these services are needed more often by people of low income in order to pay regular bills, service debt, and purchase basic necessities like food. While 92% of adults



Source: 2015 Wellbeing Survey

overall in the Greater New London region held a bank account in the past 12 months, only 68% of those earning less than \$15K held one, increasing the need among this group to access alternative services. Though filling a need, these high-cost money services also exacerbate the economic struggles of those living in poverty.

According to the Robert Wood Johnson Foundation May 2011 brief on housing and health, good health depends on having safe, clean, affordable homes. Housing stability contributes to healthy neighborhoods and a sense of community. "Poor quality and inadequate housing contributes



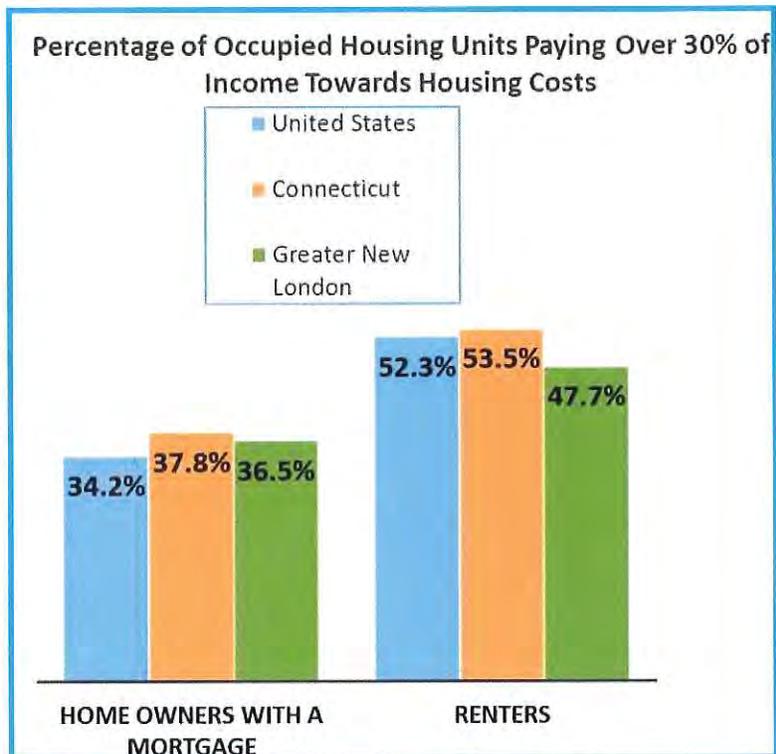
Source: Robert Wood Johnson Foundation

to health problems such as infectious and chronic diseases, injuries and poor childhood development." Substandard housing typically presents many triggers to asthma including mold, rodents, cockroaches, dust, and poor air quality in general, and is often located near major roadways with associated increased air pollution.

Housing

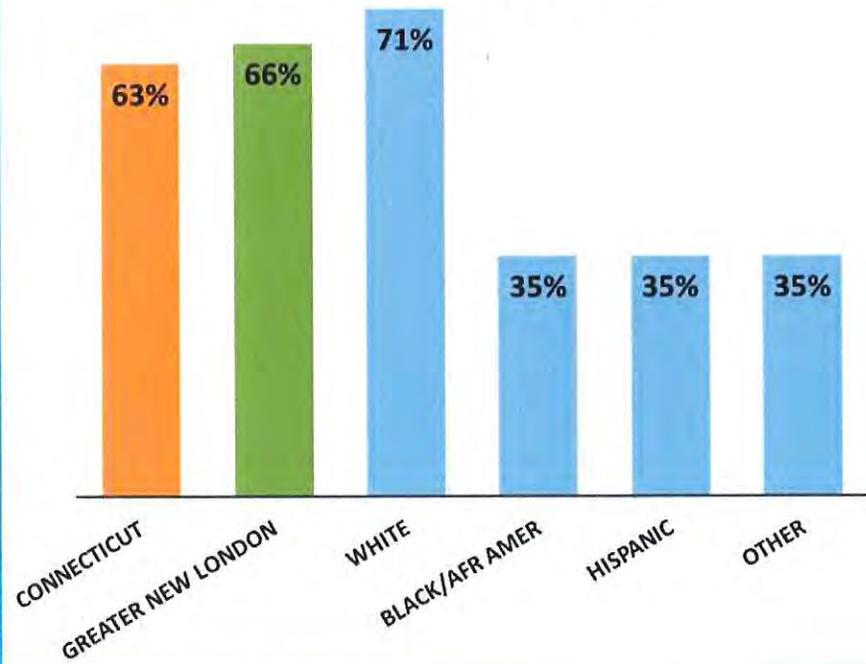
Particular health problems associated with poor housing conditions include respiratory infections, asthma and other chronic diseases, lead poisoning, injuries, impaired child development, and poor mental health. Though on par with or slightly better than the country and the state, home ownership and rental costs as a percentage of income are still unacceptably high in the Greater New London area. When residents spend over 30% of their income on housing alone, some struggle to pay for other necessities such as food, transportation, healthcare, and child care. This burden is felt most acutely by low income residents.

Nearly 60% of all housing units in Greater New London were built before 1960 (ACS 5-Year Estimates). Older housing stock is more likely to harbor health hazards such as defective lead paint, failing plumbing, and asbestos insulation.



Source: ACS, 2014 5-Year Estimates

Home Ownership, by Race



66% of residents in Greater New London own their home, slightly better than the state overall. Significant racial disparities exist, with the frequency of home ownership twice as high among Whites in the area compared to all other races. While much of this disparity can be attributed to the concentration of wealth among Whites, it remains possible that discrimination in the real estate and financing markets exist that make it more difficult for

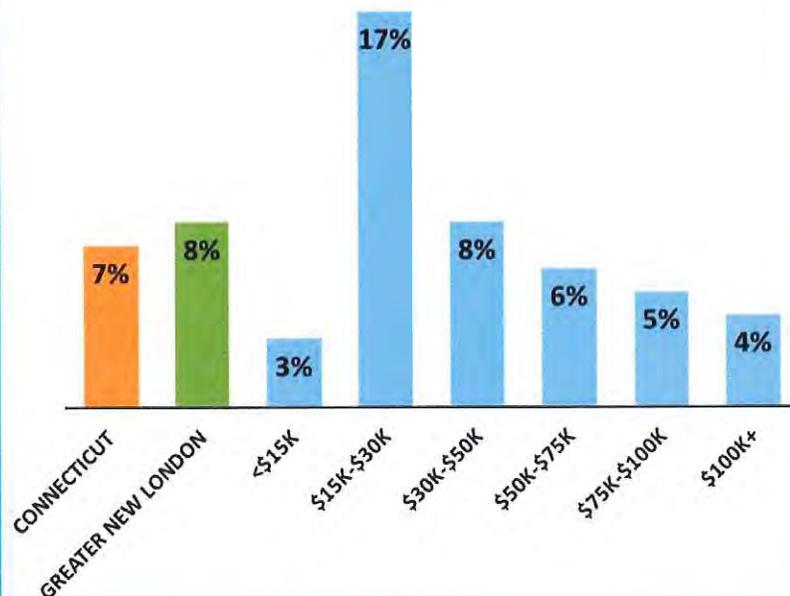
Source: 2015 Wellbeing Survey

racial minorities to purchase a home.

Housing

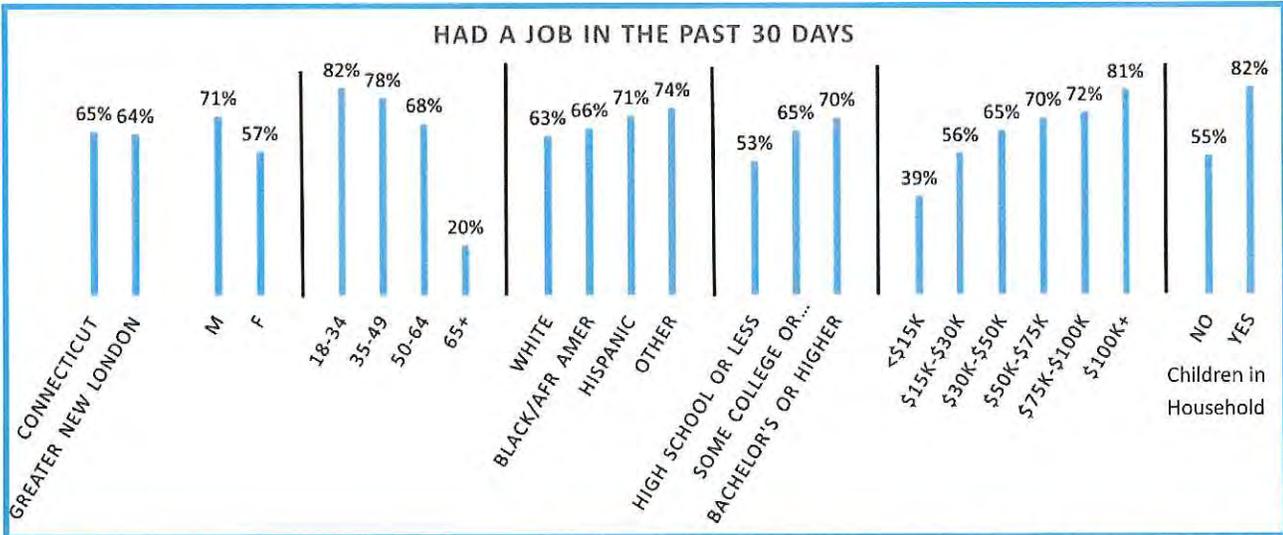
Housing stability is fairly strong in the region, with only 1 in 12 residents in the Greater New London area having lived in their home for less than one year (about the same as the state overall). With the exception of those earning less than \$15,000 per year—who enjoy the highest level of housing stability (likely due to high levels of occupancy in subsidized housing), as income decreases, so does housing stability. About 1 in 6 people earning between \$15,000 - \$30,000 have lived in their current home less than one year—twice the overall rate.

Lived at the Same Address for Less than 1 Year, by Income



Source: 2015 Wellbeing Survey

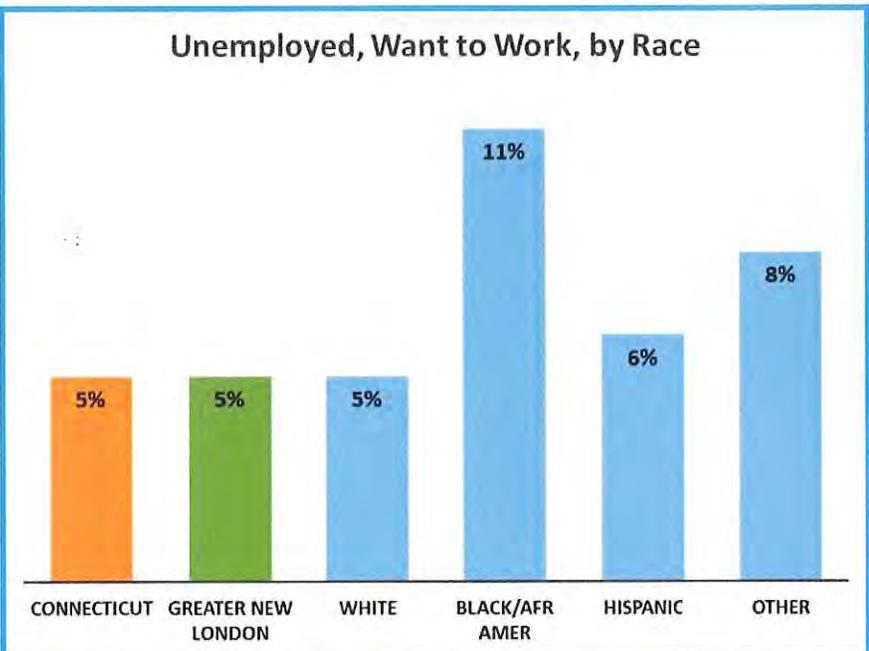
Having a steady job with good wages impacts health in a number of ways and provides more than just income. Employment often comes with benefits such as healthcare, retirement benefits, and support and paid time off to accommodate family needs. On the opposite end, losing a job or being unable to find work is associated with a number of negative health consequences including stroke, heart attack, heart disease, and arthritis (Robert Wood Johnson Foundation). While the overall employment rate for Greater New London is on par with the state's, the picture is much different for certain segments of the population.



Source: 2015 Wellbeing Survey

Employment

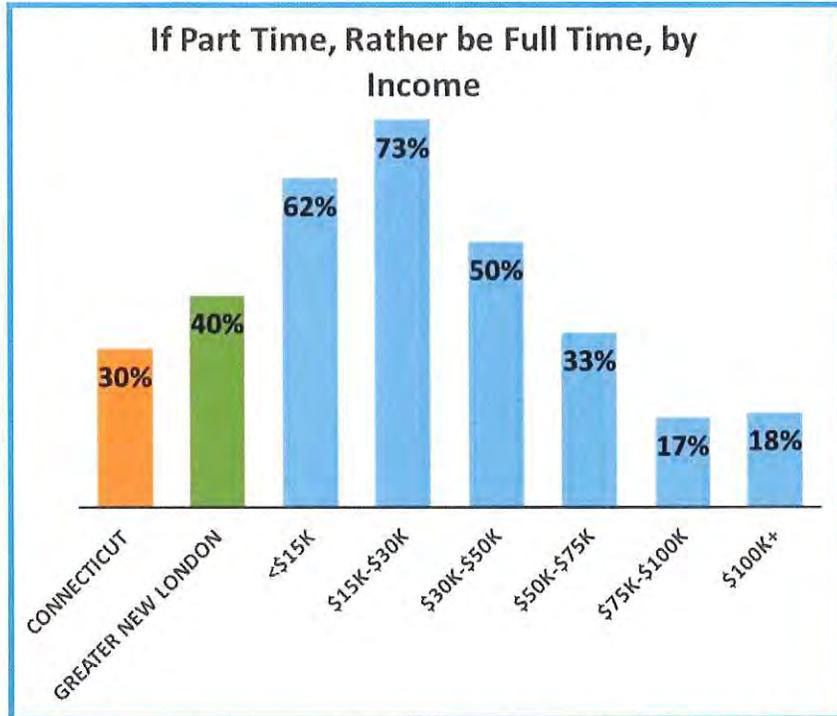
“Real unemployment” is the term used to reference the portion of the population who are unemployed but would like to be working. The real unemployment rate in Greater New London is the same as the state overall (5%) but racial disparities exist in our community.



Source: 2015 Wellbeing Survey

The real unemployment rate among Blacks is more than twice that of Whites. (Wellbeing Survey)

Overall, 69% of residents of the Greater New London area who are employed are full time, compared to 77% in the state. Of those who are part time, 40% would rather be full time, compared to 30% in the state. Both are troubling statistics that suggest the availability of full time jobs in the area is far from being robust enough to meet the needs of residents.

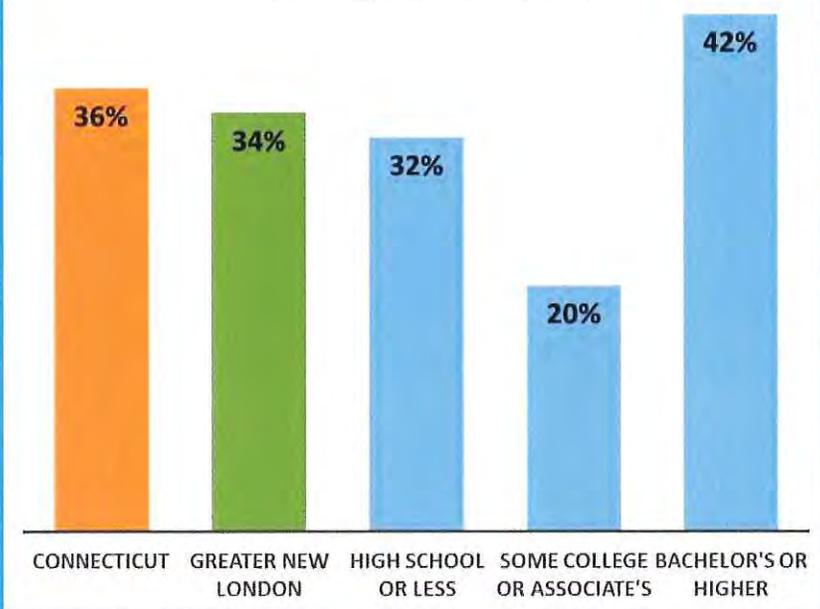


Source: 2015 Wellbeing Survey

Employment

In the Greater New London area, only 1 in 3 residents rated the ability of people to get suitable employment as good or excellent, highlighting the perception among residents, even among some who are employed, that good jobs in the area are hard to come by. (Wellbeing Survey)

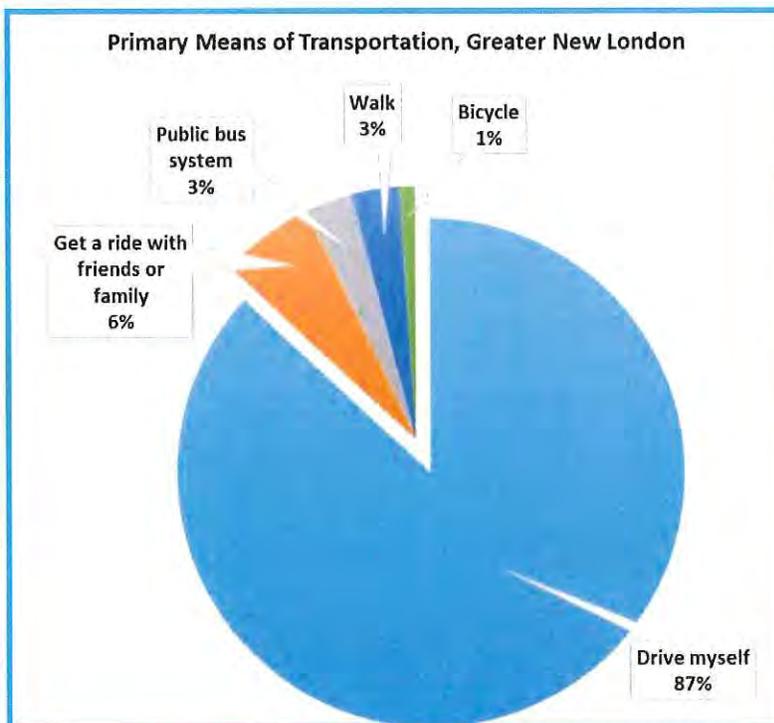
Unemployed Needing More Education or Training, by Education



For those who are unemployed, 1 in 3 say they need additional education or training, about the same as the state overall. Interestingly, the group that more frequently said they required more education or training to get a job were those who already had a bachelor's degree or higher.

Source: 2015 Wellbeing Survey

Transportation impacts health both directly and indirectly. Injuries and fatalities from traffic accidents affect the health of a community, and pollution from the burning of petroleum products for fuel exacerbates chronic lung diseases. Additionally, transportation infrastructure often cuts off low income neighborhoods from the rest of their communities, isolating groups of people and making it difficult to access the goods and services necessary to live healthy lives.



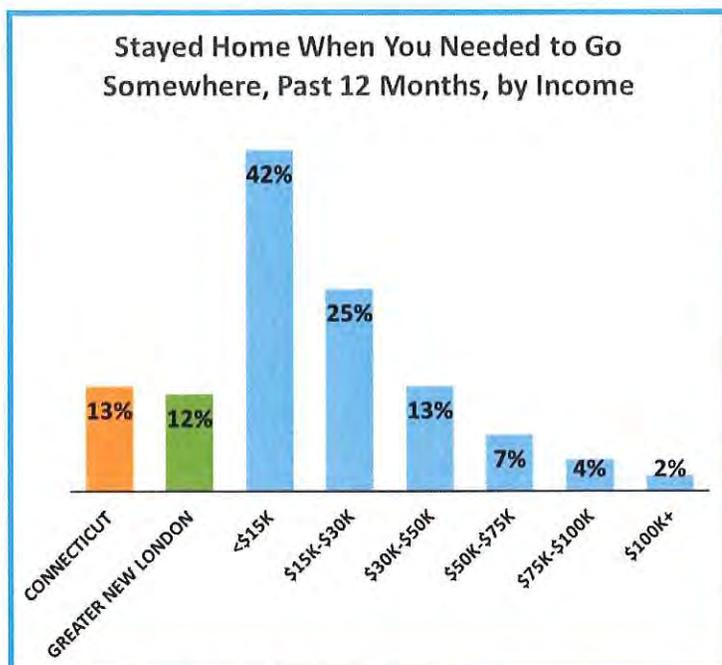
Source: 2015 Wellbeing Survey

Transportation

The vast majority of residents, almost 9 in 10, drive themselves as their primary means of

Focus group and web survey participants repeatedly cited the need for more and better public transportation, bike lanes and pedestrian-friendly roads when asked about their vision of a healthy community.

transportation. But only about half of those earning the least, under \$15,000 per year, drive themselves, with 1 in 5 reporting never or almost never having access to a car. 1 in 4 people of low income report using buses as their primary means of transportation. 2 in 5 residents earning less than \$15,000 per year reported having to stay home when they needed to go somewhere in the past 12 months, nearly 4 times the rate of the Greater New London area and the state overall. Even those earning slightly more, between \$15K-\$30K per year, reported having to stay home at nearly twice the rate compared to the region and state.



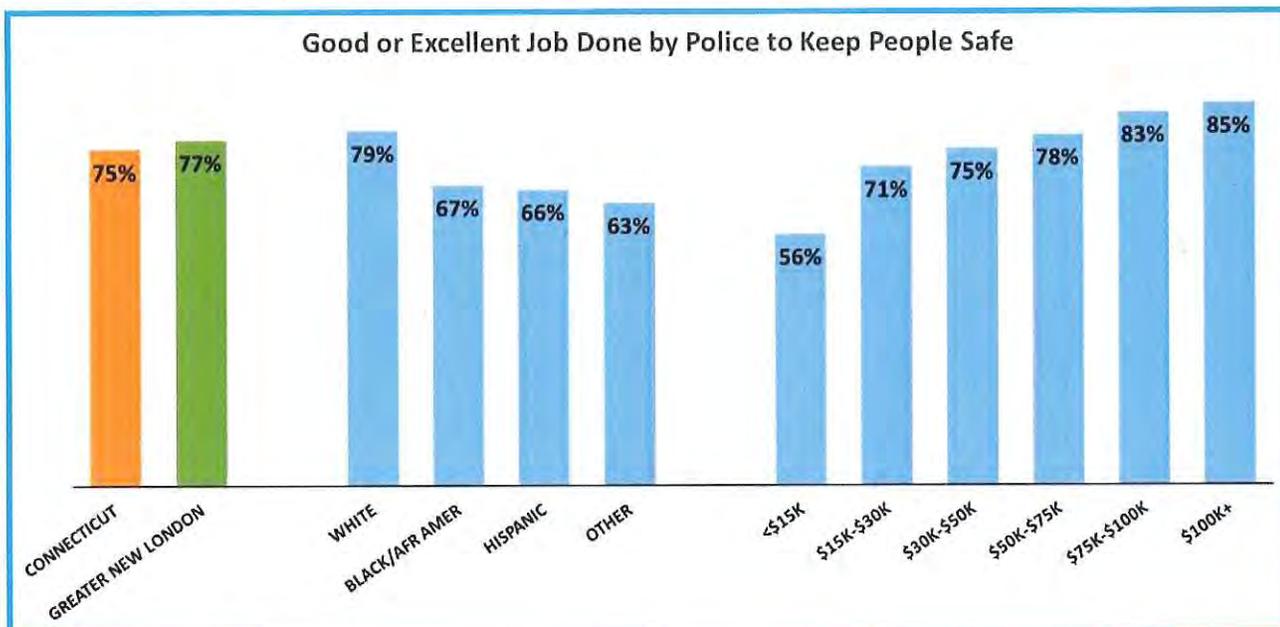
Source: 2015 Wellbeing Survey

Having safe neighborhoods encourages residents to participate in a number of healthy activities, including socializing with neighbors, engaging in outdoor physical activity, and frequenting local businesses. On the flip side, when public safety is poor, residents are less likely to be outdoors in general or participate in other healthy activities. In addition, living in an unsafe neighborhood can contribute to the development of stress-related health conditions.

The total index crime rate for New London County in 2014 was 1,833.6 per 100,000 persons, slightly lower than the state rate overall. The leading crime reported, accounting for about 68% of all offenses, was larceny, or the theft of personal property. While the index crime rate has declined over the last 5 years in the county, the rate of larcenies has remained stable. Some in local law enforcement suggest that this could be related to the actions of residents struggling with addiction to heroin and other opiates who engage in theft, often from friends or family, in order to pay for drugs to feed their addictions.

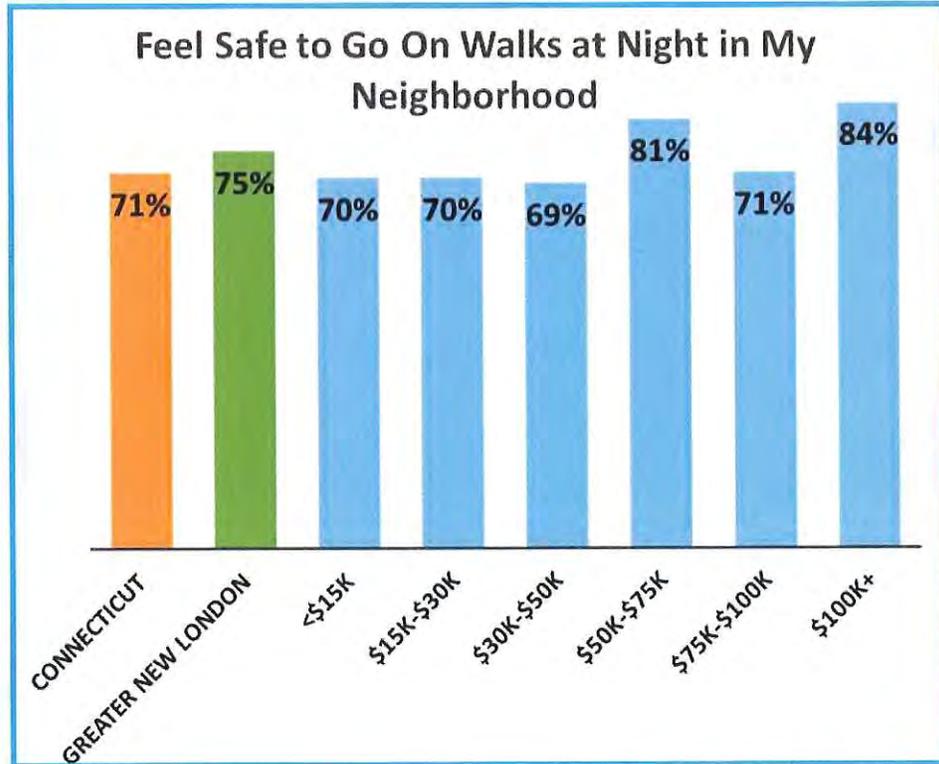
Public Safety

In general, people in the Greater New London area feel that the police are doing a good or excellent job keeping residents safe. However, that perception is less favorable among racial minorities and people with lower incomes.



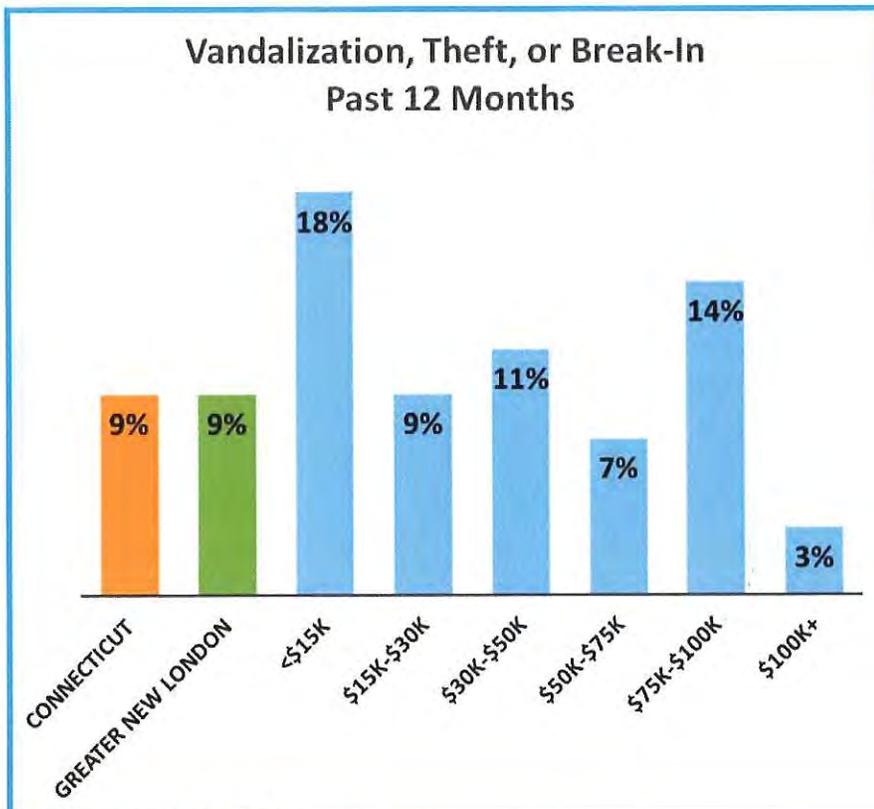
Source: 2015 Wellbeing Survey

75% of all residents in Greater New London reported feeling safe to go on walks in their neighborhood at night, slightly better than the state overall. Hispanics, however, were far less likely to report feeling safe. Disparities also exist between income groups.



Source: 2015 Wellbeing Survey

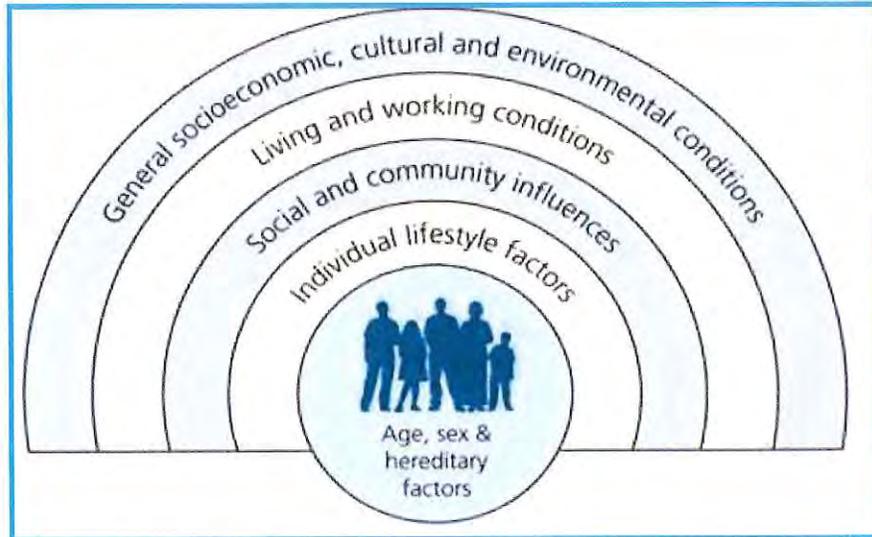
Public Safety



While the overall rate of experiencing vandalism, theft or break-in in the past 12 months for Greater New London is equal to the state, significant disparities exist between income groups.

Source: 2015 Wellbeing Survey

Having a strong social support system and feeling connected to a community can be a protective factor for both physical and mental health. Dahlgren and Whitehead's Social Model of Health and others hold social and community influences above individual lifestyle factors and genetics. Overall, most residents of Greater New London report they have friends or relatives they can count on for help, although the rates among Hispanics (89%) and those making less than \$15k per year (77%) were lower than among other groups.

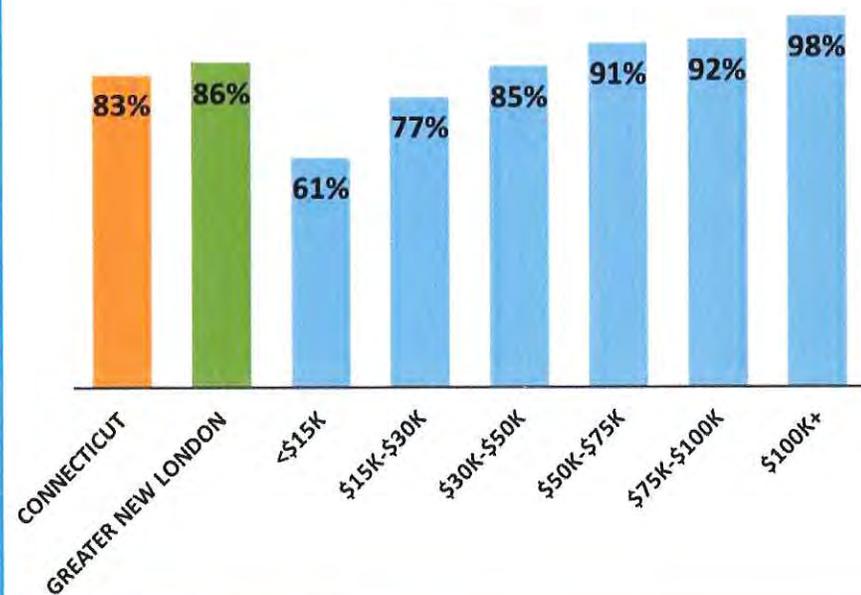


Source: Dahlgren G, Whitehead M. 1991. Institute for Futures Studies.

Among survey respondents, there was a direct relationship between income and identifying positive role models for children in town, with only 63% of those in the lowest income bracket responding that there are role models compared with 84% of those in the highest bracket. (Wellbeing Survey)

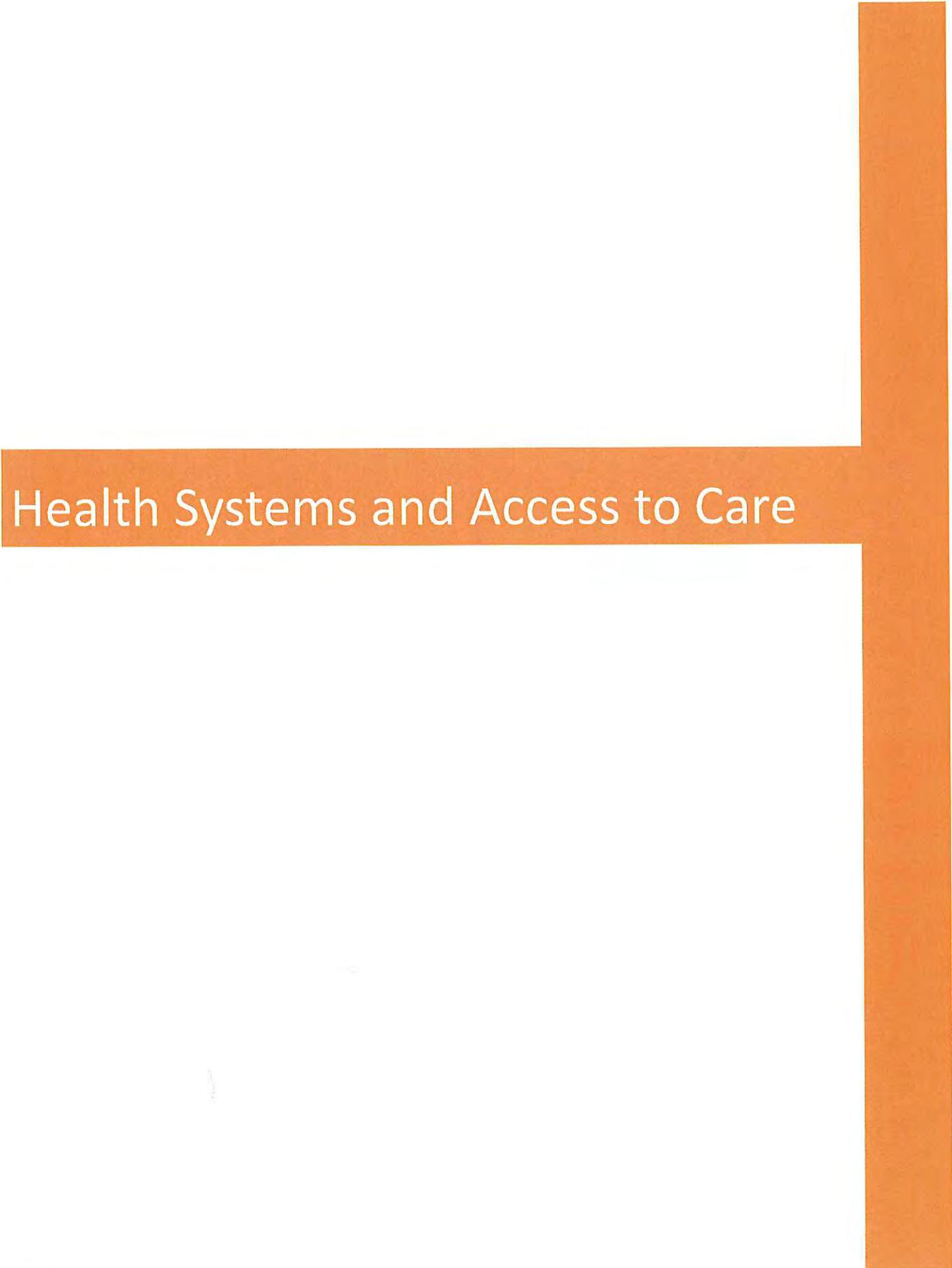
Social Cohesion

People in This Neighborhood Can Be Trusted



Substantially fewer people in the lowest income bracket reported that they trusted people in their neighborhood; this may be related to the higher rate of experiencing vandalism, theft or break-in in the past 12 months among this same group.

Source: 2015 Wellbeing Survey



Health Systems and Access to Care

In CT, local public health departments differ significantly in size and structure. LLHD is a health district as defined in Connecticut General Statutes; the organization has a full time Director of Health and serves as the health department for the Town of East Lyme, the Town and City of Groton, the Town of Ledyard, the City of New London and the Town of Waterford. LLHD’s counterpart to the north is Uncas Health District, which counts Montville—part of the L+M primary service area and thus this report, as one of its 9 member municipalities. The other towns included in this report—Lyme, North Stonington, Old Lyme, and Stonington, have what is referred to as “part time” health departments. These stand alone health departments are incorporated into the municipal structure and, while they may have one or more full-time employees, have a part time Director of Health. In addition, the Mashuntucket Pequot and Mohegan Tribal Nations, which border the towns in the L+M service area, have their own health departments.

L+M Hospital, founded in 1912, is a 280 bed not-for-profit community hospital located in the city of New London, CT. The hospital served a total of 464,834 people in fiscal year 2015. 66.4% had government-sponsored insurance such as Medicaid, Medicare or Tricare while another 5,578 of

Public Health and Healthcare Infrastructure

those patients treated reported to be

self-pay/uninsured. The hospital currently offers a wide range of inpatient, outpatient, and clinical services onsite, and gives back millions of dollars worth of community benefits services each year. In addition to providing outpatient and acute care services through L+M Hospital, the L+M Healthcare system includes primary and specialty care services delivered through the L+M Medical Group, the L+M Cancer Center, the Visiting Nurse Association of Southeastern Connecticut, and Westerly Hospital in southwestern Rhode Island.

A community’s public health infrastructure or system includes “all public, private, and voluntary entities that contribute to the delivery of essential public health services within a jurisdiction” (CDC). As the community hospital and one of the local health departments, L+M and LLHD constitute significant parts of the public health infrastructure in Greater New London, but the list of organizations and individuals who make up the whole is endless.

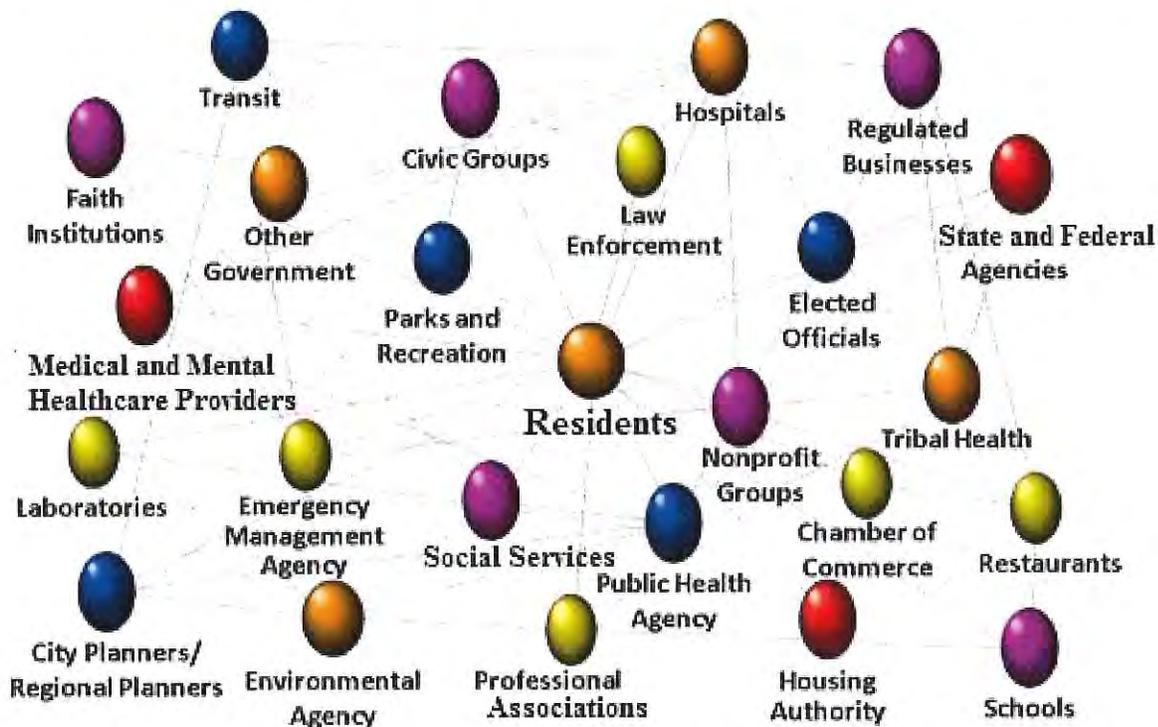
The area is served by three Federally Qualified Health Center locations—United Community and Family Services and the Groton and New London sites of Community Health Center, Inc. Both organizations provide primary and specialty care, including oral and mental health care, on a sliding fee scale to those without insurance. Together, they serve as the primary source of medical care for many of the area’s Medicaid beneficiaries.

Child and Family Agency of Southeastern Connecticut joins United Community and Family Services and Community Health Center, Inc. in providing both primary and mental healthcare to children at area schools through School Based Health Centers. These clinicians work hand in hand with school nurses and primary care providers to support the health and wellbeing of area school children.

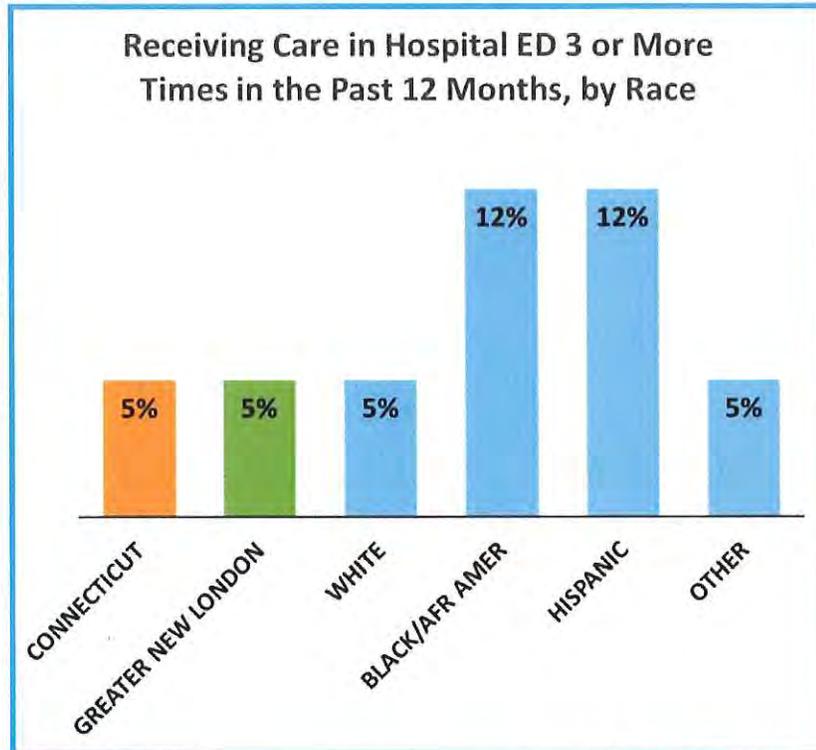
These public health and medical professionals are joined by countless social service agencies, schools, municipal departments, economic development organizations and advocacy and support groups who deliver services and support that impact health.

Public Health and Healthcare Infrastructure

Stakeholders in the Local Public Health and Healthcare Infrastructure



Emergency Department (ED) utilization has increased dramatically in the last decade, resulting in longer wait times and a higher cost of care. Frequently these visits are for routine healthcare that would be better addressed within a community, primary care setting. Insurance status is associated with patterns of ED use and the most often cited reason for the ED visit is seriousness of medical issue, according to the National Health Statistics Report (Feb 2016). National studies have demonstrated that people living



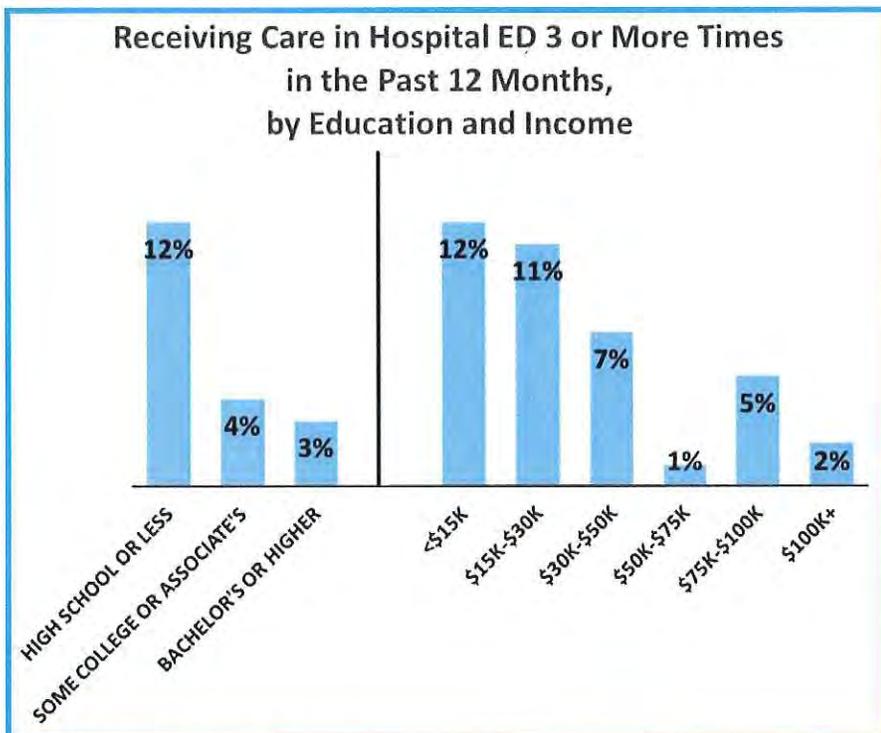
Source: 2015 Wellbeing Survey

in poverty and non-Hispanic Black and Hispanics are more likely to visit an ED more than once during a year. That disparity is evident locally, where Black and Hispanic

residents are more than twice as likely as Whites to have received care in the ED 3 or more times in the past 12 months.

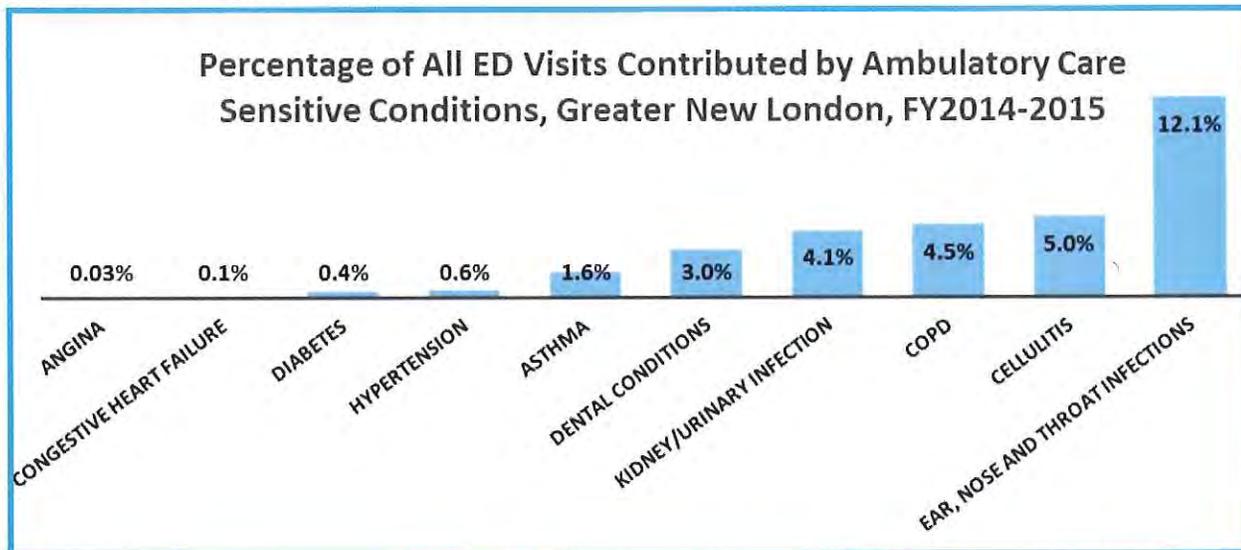
Emergency Department Use

ED utilization is also closely linked to insurance status with Medicaid beneficiaries the most likely to have multiple ED visits. In Greater New London, frequent use of the ED decreases as education and income increase.



Source: 2015 Wellbeing Survey

At times residents access care through the emergency department for conditions that would be better addressed in another setting. In 2015, 31.5% of all ED visits by residents of Greater New London were for ambulatory care sensitive conditions—health concerns that require care but are typically not emergency situations.



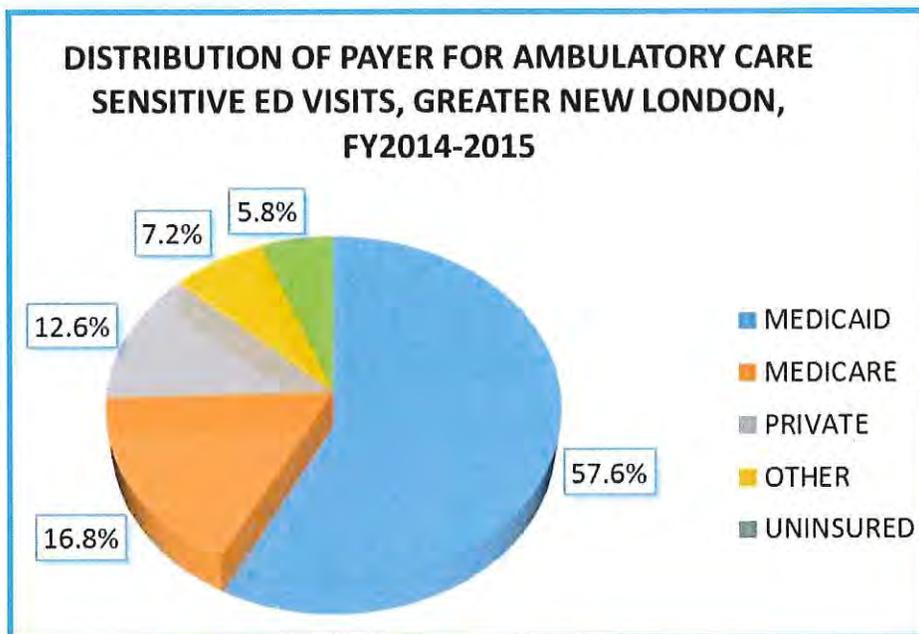
Source: Connecticut Hospital Association

Emergency Department Use

Ear, nose and throat infections ranked as the most frequent ambulatory care sensitive condition, followed by cellulitis, COPD and kidney/urinary infection.

While some of these visits occurred during the overnight and early morning hours, 55.7% of them were between 8am and 5pm, when care is typically available in a provider’s office. The association between

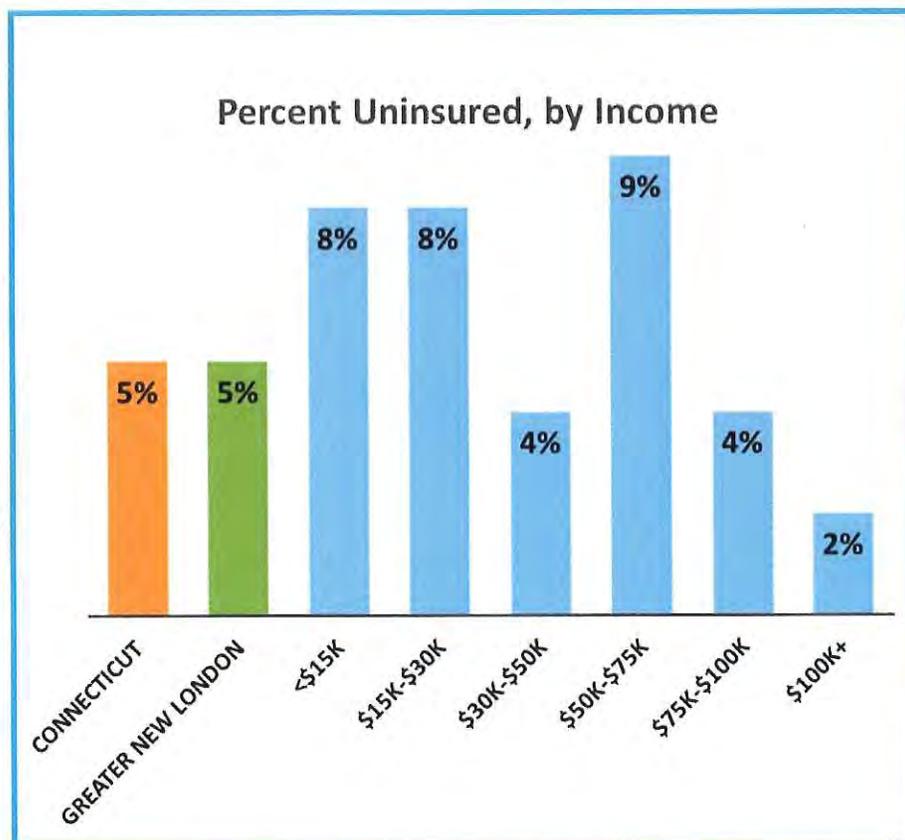
insurance status and ED use is evident in the data regarding ambulatory care sensitive conditions as well; 57.6% of these visits were among Medicaid beneficiaries. The fact that so many visits occur during daytime hours and are among this group could be indicative of local Medicaid beneficiaries having difficulties accessing primary care services.



Source: Connecticut Hospital Association

Having health insurance is one important part of accessing quality healthcare. In the fall of 2015, following the implementation of the Affordable Care Act but before the first tax penalties for lack of insurance were assessed, 5% of residents in Greater New London reported being uninsured.

That rate was higher among those making



Source: 2015 Wellbeing Survey

Health Insurance

under \$30,000 per year and among those making \$50,000-\$75,000. Residents in lower income brackets are less likely to have access to employer-sponsored plans but may make too much to qualify for Medicaid coverage.

In 2016, approximately 8,700 parents across the state will lose Medicaid eligibility; a University of Massachusetts study estimated that out-of-pocket costs for these residents, who make 138-155% of the federal poverty level, will increase by \$1,200 a year (Connecticut Health Foundation).

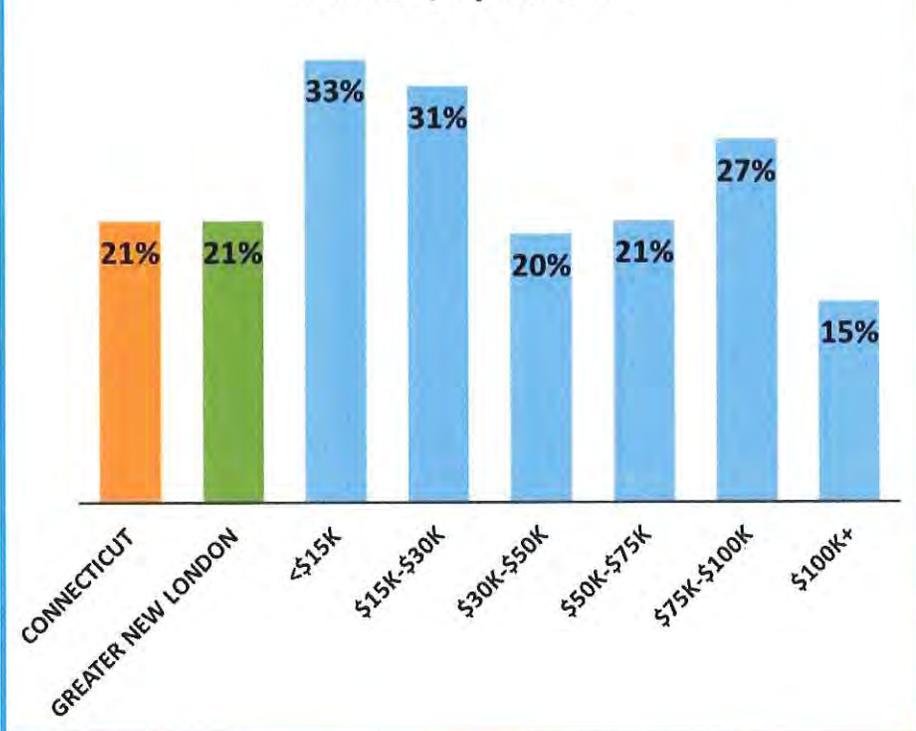
This disparity may, unfortunately, increase in coming years as recent changes to the income caps for Medicaid qualification in Connecticut are rolled out. In 2015, one group of parents lost Medicaid eligibility and in 2016, a second, larger group will lose Medicaid when their transitional benefits expire. The CT Department of Social

Services has reported that of those who did not continue to be eligible for Medicaid, only 27% enrolled in a qualified health plan through Access Health CT; 44% of those who did enroll experienced a gap in coverage (Connecticut Health Foundation).

Possessing health insurance does not guarantee access to healthcare. There remain numerous barriers to care which result in individuals not getting the healthcare that they need, postponing necessary care, or needing to sacrifice other basic needs in order to get care. Barriers to care are more pronounced among those in the lower income categories, are associated with insurance status, cost of care, and availability of care at convenient times, and can be insurmountable. Access to medical specialists (orthopedics, gastroenterology, dermatology and others) for lower income and publicly insured individuals is particularly limited locally. Medical provider cultural competence also impacts access to care for people for whom language, literacy, sexual orientation, gender identity, and/or personal history (past trauma, domestic violence, previous negative experiences with medical providers, etc.) are factors. Impaired access often results in delayed care leading to an exacerbation of chronic conditions, increased ED use and hospitalizations, and premature mortality.

Barriers to Care

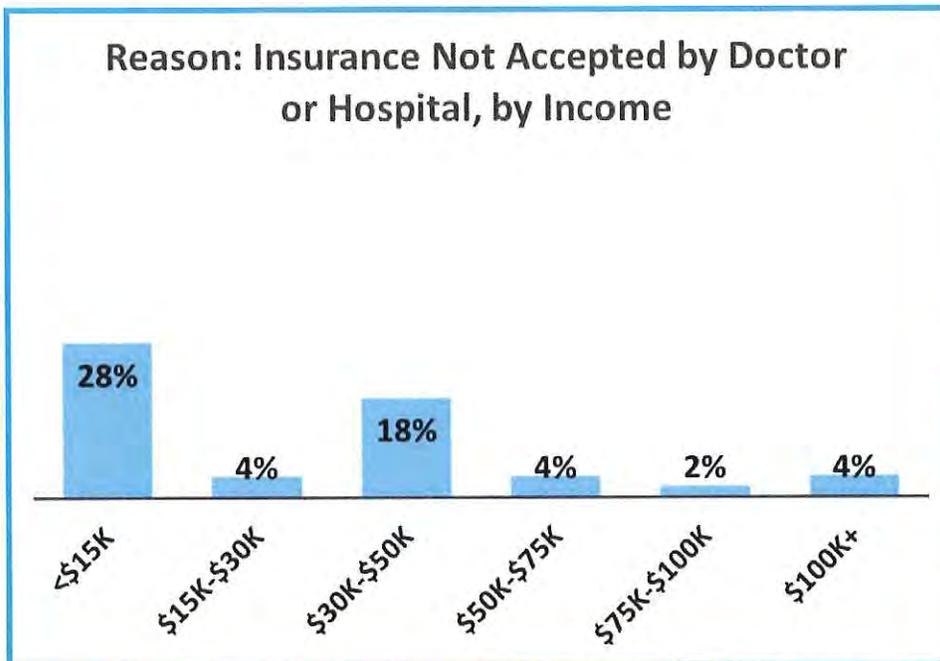
Percent Delaying Necessary Care, Past 12 Months, by Income



According to the 2015 Wellbeing Survey, one-third of respondents with incomes below \$15,000 indicated that in the last 12 months they delayed receiving necessary care.

Source: 2015 Wellbeing Survey

Respondents who indicated they delayed care where asked if they did so because their insurance was not accepted by a doctor or hospital. More than a quarter of the <\$15,000 income group responded that they had. Availability of medical providers, particularly

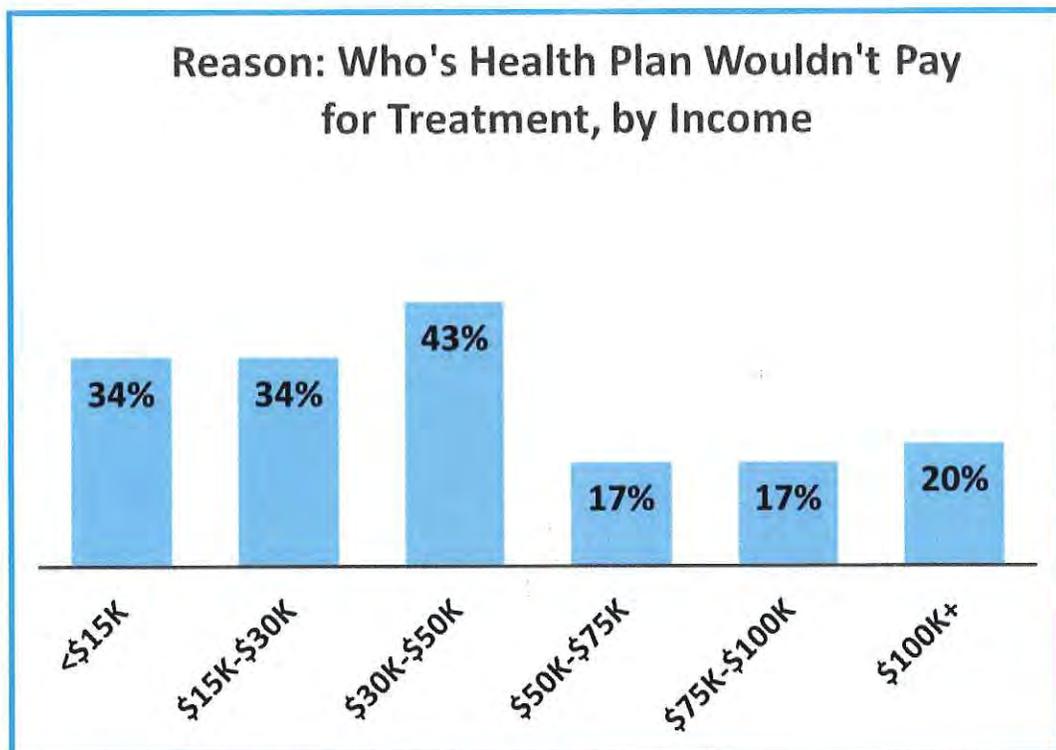


Source: 2015 Wellbeing Survey

providers of specialized care, that will accept uninsured or publicly insured patients is limited in the region. Individuals with public insurance report long wait times for appointments with the providers that do accept their coverage.

Barriers to Care

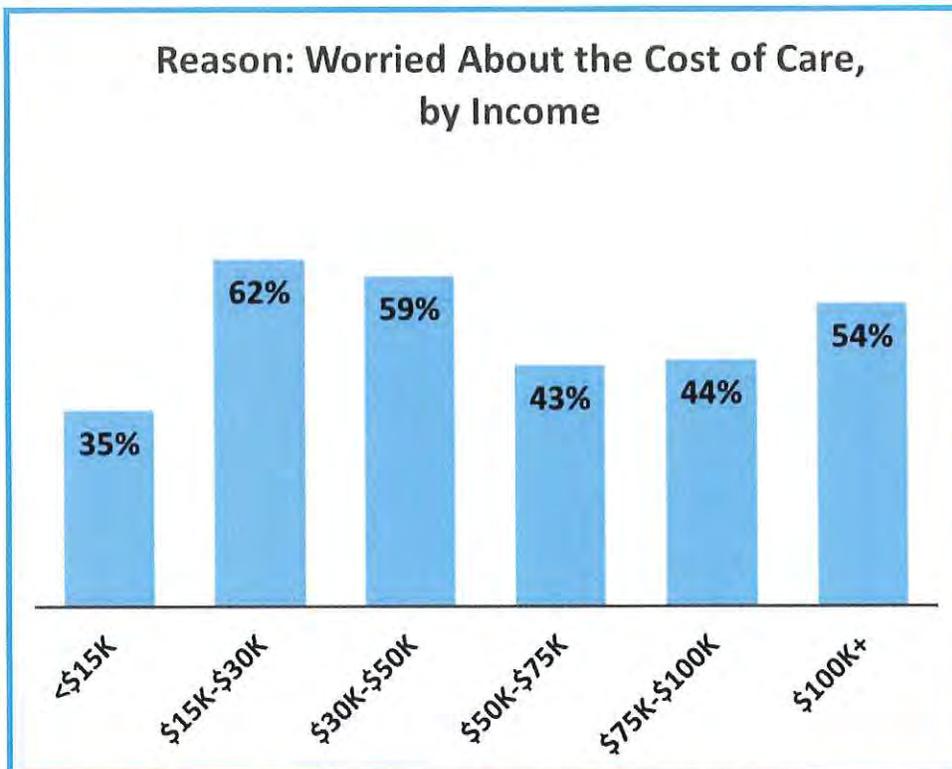
Yet another barrier to care has to do with insurance plan coverage, or lack thereof, of certain



Source: 2015 Wellbeing Survey

treatments. More than 1 in 3 residents in the lowest income groups reported that they did not receive treatment because their insurance would not cover it.

Among those who said they delayed necessary care, concern about cost of care was a evident among all income categories with a slightly higher percentage among the \$15,000 to \$50,000 income categories and slightly lower concern cited in the lowest income category. This may be associated with people transitioning



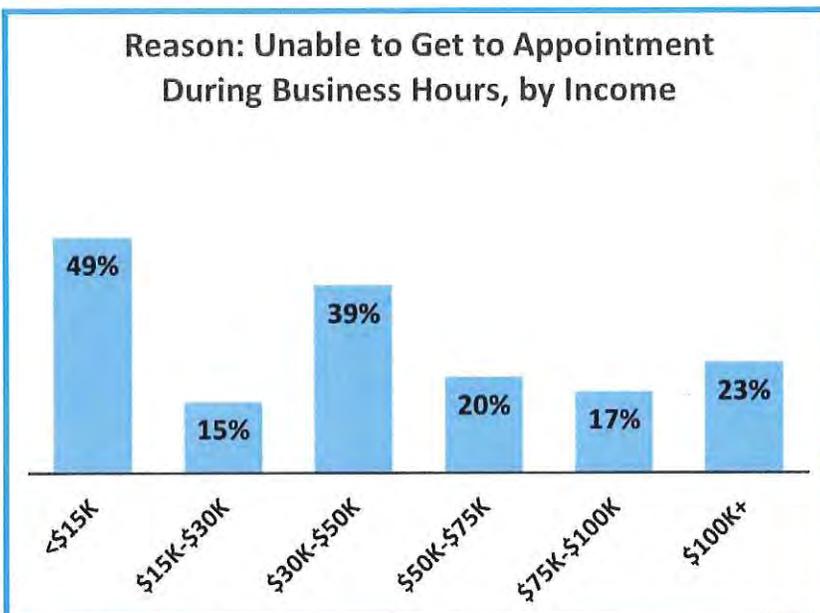
Source: 2015 Wellbeing Survey

Barriers to Care

from Medicaid to high-deductible health insurance plans (and related increases in out-of-pocket costs) as their income increases above the Medicaid eligibility cap.

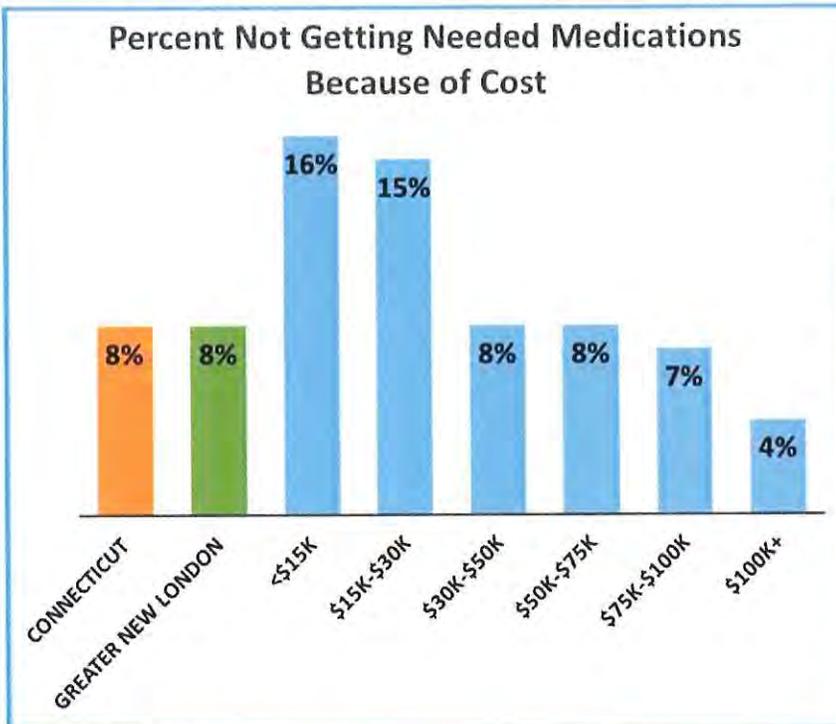
Modern economic realities require many to work multiple jobs in order to provide for their families. In addition, lower wage workers typically have jobs that allow less flexibility in schedules and don't provide paid time off for medical appointments. Both of these factors make scheduling

healthcare appointments challenging even as providers have begun to make evening and weekend appointment times available.



Source: 2015 Wellbeing Survey

Half of Wellbeing Survey respondents in the <\$15,000 income group who said they delayed necessary care indicated that they did so due to an inability to attend an appointment during business hours.



Even those who don't delay care may face barriers to complying with medical directives. The cost of prescriptions was cited by 1 in 6 respondents to the Wellbeing Survey in the <\$15,000 and \$15-\$30k income categories as a reason for not getting necessary medications. Deductibles, co-payments, and limited health insurance formularies often dictate whether individuals can or will obtain prescribed medications. These can pose

Source: 2015 Wellbeing Survey

Barriers to Care

considerable economic strain and, as cited in focus groups, result in people making choices between other basic needs such as food, rent, electricity and their medications.

Patient nonadherence to a medical provider's care plan can have a significant impact on the individual's health as well as ultimately resulting in higher costs of care. It is important for healthcare systems and providers to understand the many intersecting barriers their patients experience in order to appreciate reasons for missed appointments and inconsistent adherence to care plans. Contributing factors include misunderstanding instructions, forgetting, or ignoring healthcare advice in addition to costs, beliefs, attitudes, subjective norms, cultural context, social supports, and emotional health challenges.

Patients must be given the opportunity to tell the story of their unique illness experiences and their financial, housing, transportation and social support situations. Knowing the patient as a person allows the health professional to understand elements that are crucial to the patient's adherence. Provider-patient partnerships are essential in designing care plans; mutual collaboration fosters greater patient satisfaction, reduces the risks of nonadherence, and improves patients' healthcare outcomes.

With a significant coastline and several potential targets for terrorism, southeastern Connecticut faces both manmade and naturally occurring public health threats. An emergency or act of terrorism at one of the local military installations, the Millstone Nuclear Power Plant in Waterford or one of the local Casinos could mean the emergency treatment and/or sheltering of thousands. The potential for significant destruction and widespread evacuation caused by a hurricane or other storm increases with each year as climate change results in shifting weather patterns and rising sea levels.

L+M Hospital, LLHD and Uncas Health District have deep staff capacity in emergency preparedness and regularly participate in regional planning meetings and drills with other partners. LLHD and Uncas Health District each have a Medical Reserve Corps (MRC) - a group of volunteers, some of whom are medical professionals, who train and prepare to respond to public health emergencies.

In 2015, the LLHD MRC organized an Epi-Strike Team, which went door-to-door in select

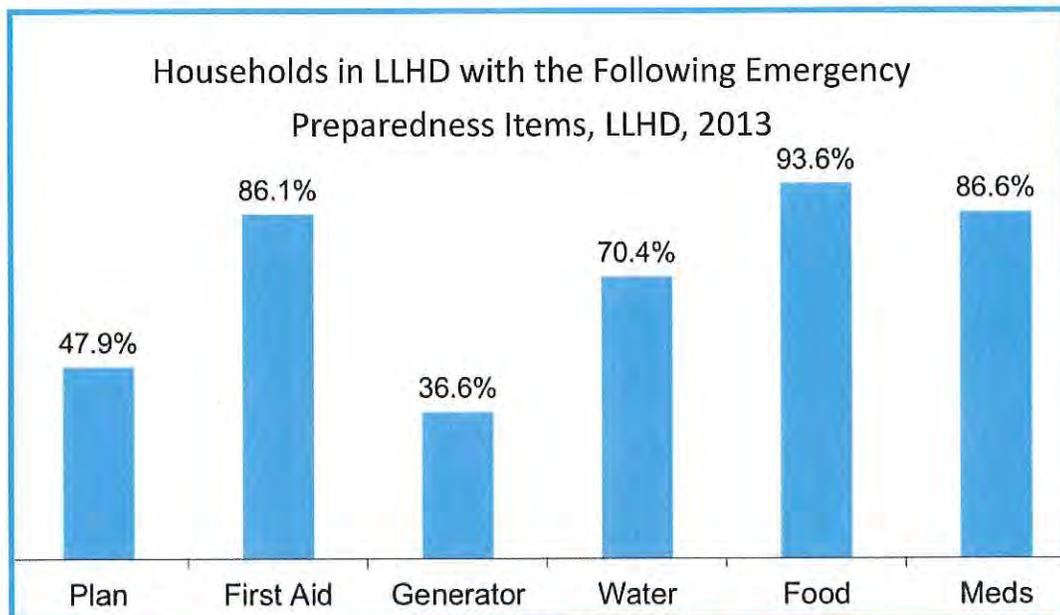
neighborhoods in the region surveying residents about their households' level of preparedness.

Emergency Preparedness

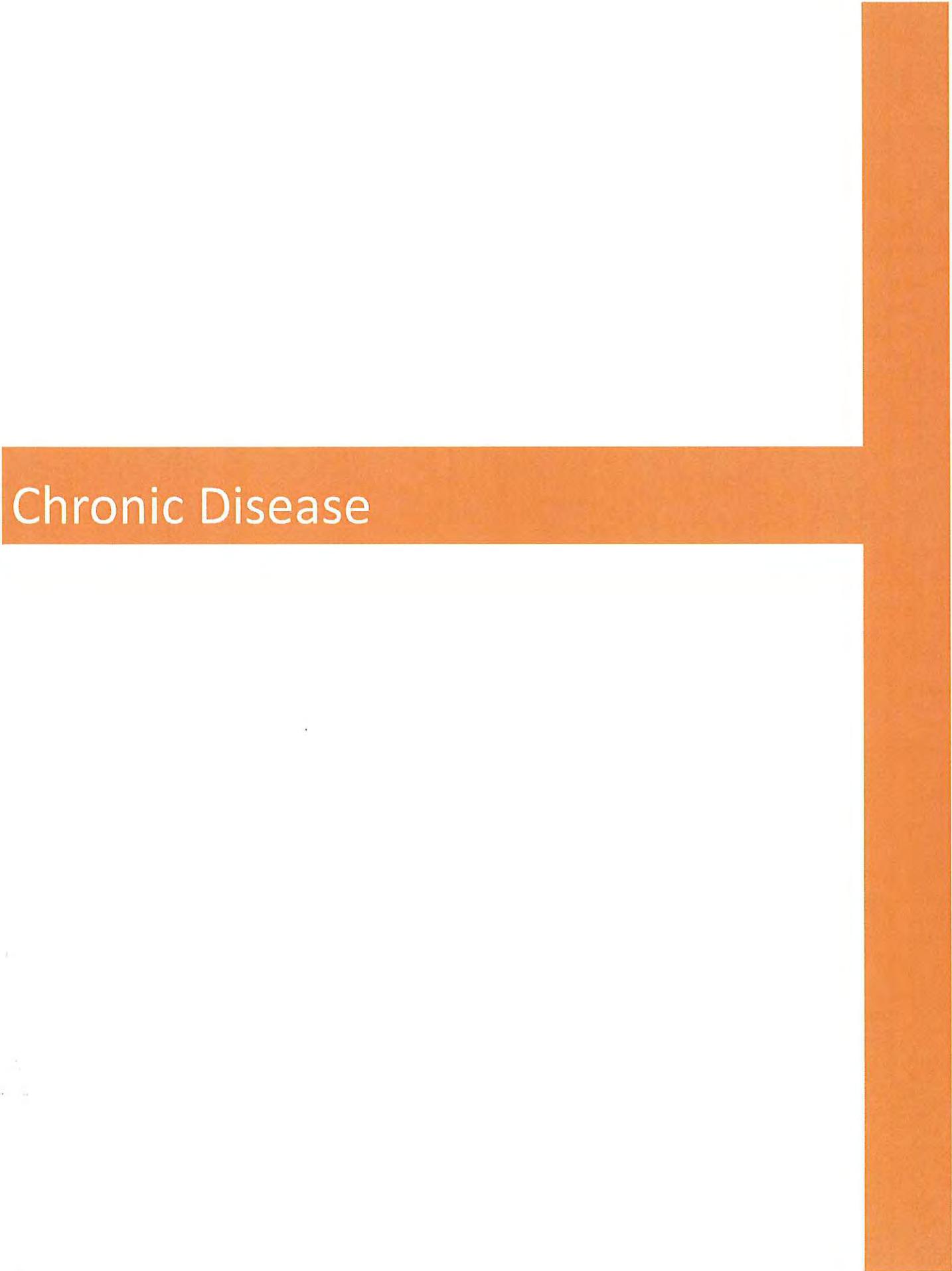
The neighborhoods were selected to provide a statistical representation of the region using the CASPER Model from CDC.

85.7% of households in LLHD consider themselves "somewhat" or "well prepared" for an emergency. Only 47.9% report having an emergency plan and only 70% report having water for

everyone in the household for 3 days.

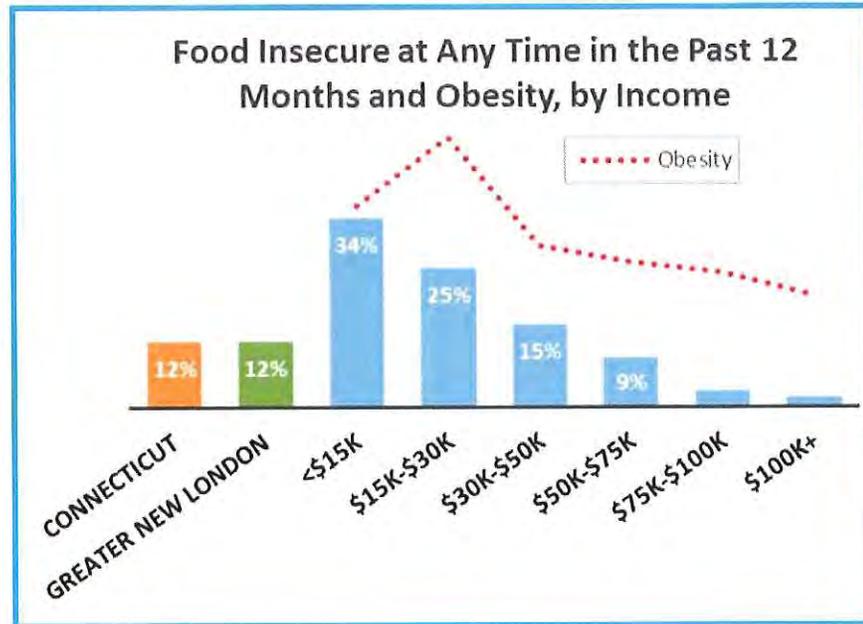


Source: 2015 Wellbeing Survey



Chronic Disease

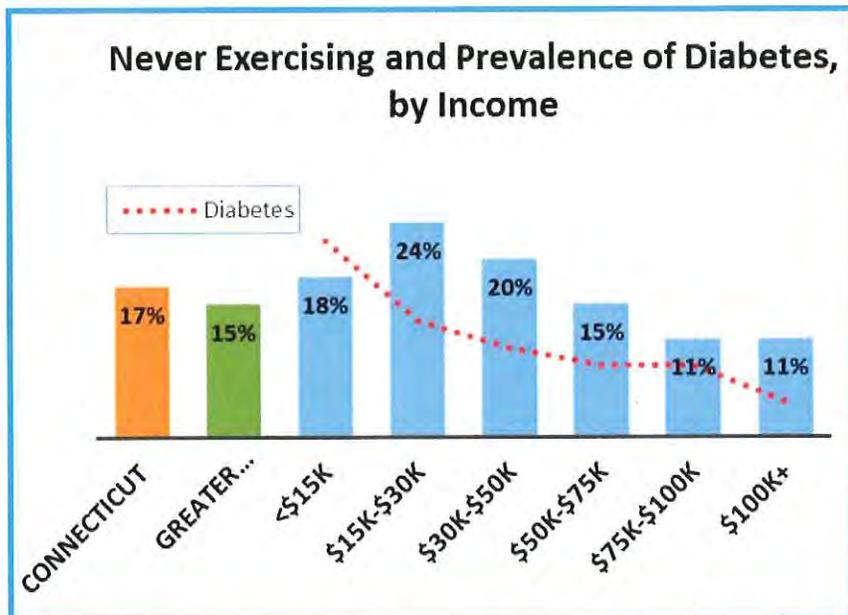
Having inadequate food resources is a risk factor for obesity that disproportionately affects low income residents. The apparent correlation between food insecurity and obesity as seen in Greater New London does not imply causality; they may be instead independent consequences of low income and the resulting lack of access to enough affordable nutritious food or stresses of poverty.



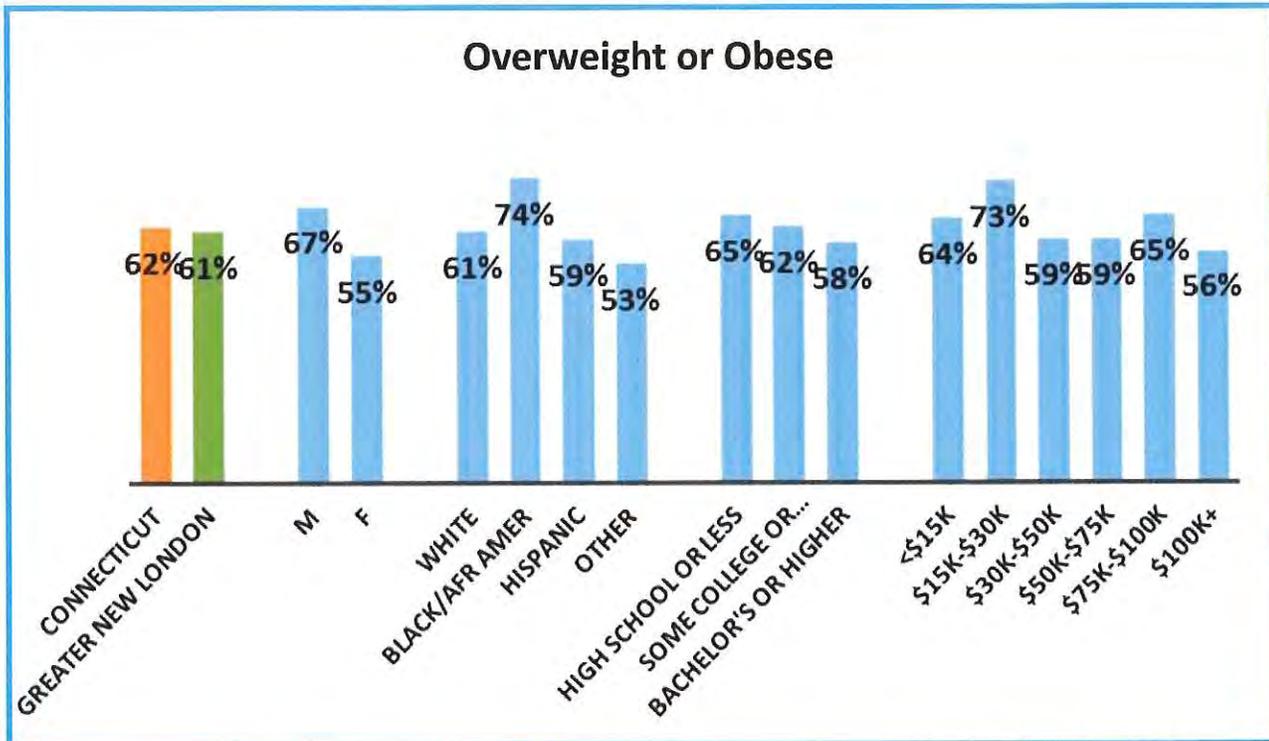
Source: 2015 Wellbeing Survey

Risk Factors: Sedentary Lifestyle, Nutrition and Obesity

According to the Harvard School of Public Health, about 90% of type 2 diabetes diagnoses could be prevented if just a few risk factors were eliminated. These risk factors include being overweight, poor diet, smoking, and not exercising. In Greater New London, there is an apparent correlation between never exercising and the prevalence of diabetes. Again, this correlation does not imply causality—they may also be independent consequences of low income and the resulting lack of access to enough nutritious food, safe recreational opportunities, or stresses of poverty.



Source: 2015 Wellbeing Survey



Source: 2015 Wellbeing Survey

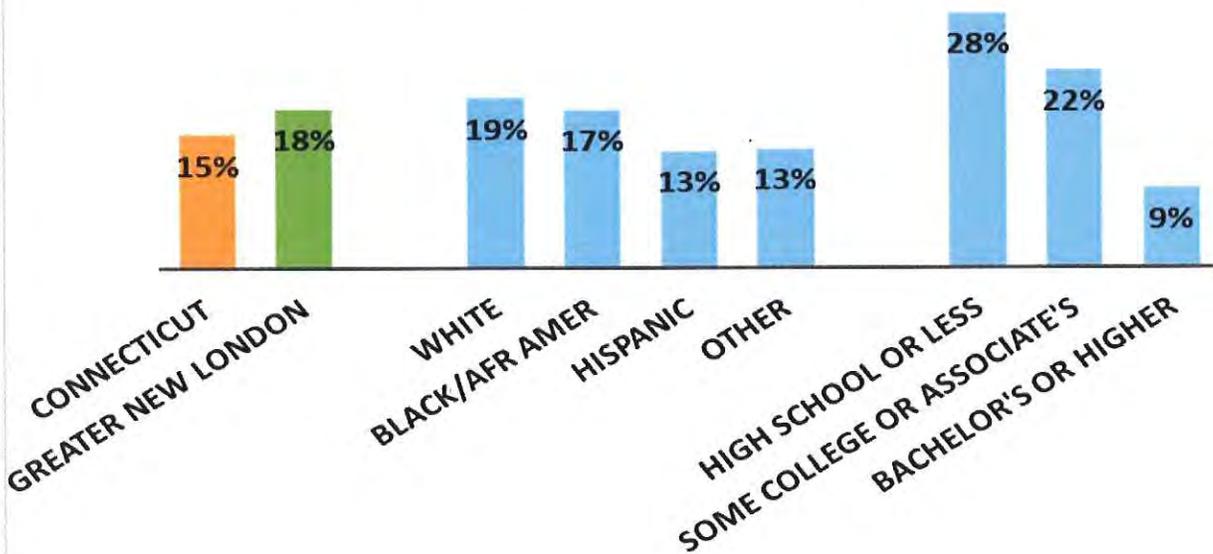
Risk Factors: Sedentary Lifestyle, Nutrition and Obesity

CDC states that “people who are obese, compared to those with a normal or healthy weight, are at increased risk for many serious diseases and health conditions, including...all causes of death”. Obesity impacts health outcomes from cardiovascular disease

and diabetes to mental health. It carries a heavy economic strain through direct costs related to increased use of the healthcare system to indirect costs like lower productivity in the workplace. Obesity has even been cited as a potential national security issue, with increasing numbers of potential military recruits failing to meet the military’s standards for weight and body fat. In the 2013 Youth Risk Behavior Survey, 13.9% of respondents in CT were overweight and 12.5% obese. There may be several intersecting factors contributing to obesity in the community—including individual genetics and behavior but also inequitable access to affordable healthy food and safe opportunities for physical activity.

In Greater New London, reported obesity is on par with the state with certain sub-populations experiencing higher percentages. Well over half of the population is overweight or obese; higher obesity among the lower income categories may be correlated with limited access to affordable healthy foods. (Wellbeing Survey)

Smoking Prevalence by Race and Education



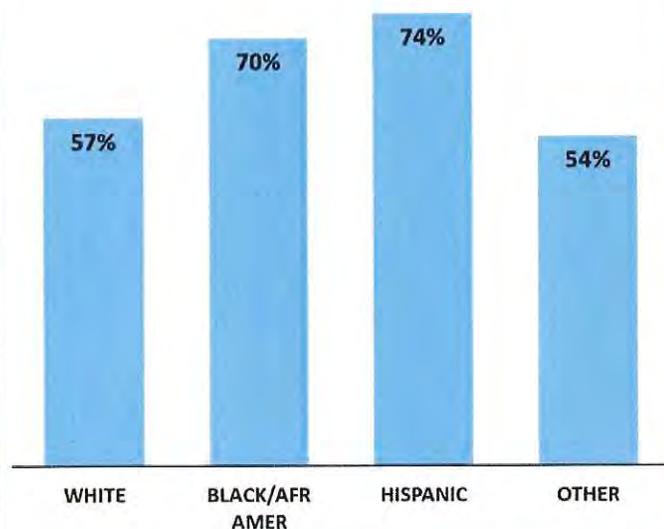
Source: 2015 Wellbeing Survey

Risk Factor: Tobacco Use

According to CDC, tobacco use remains the single largest preventable cause of death and disease in the United States. Cigarette smoking kills more than 480,000 Americans each year, with more than 41,000 of these deaths occurring from

The smoking rate in Greater New London is higher than in the state overall. There are disparities related to race, education and income. (Wellbeing Survey)

Quit Attempts by Race

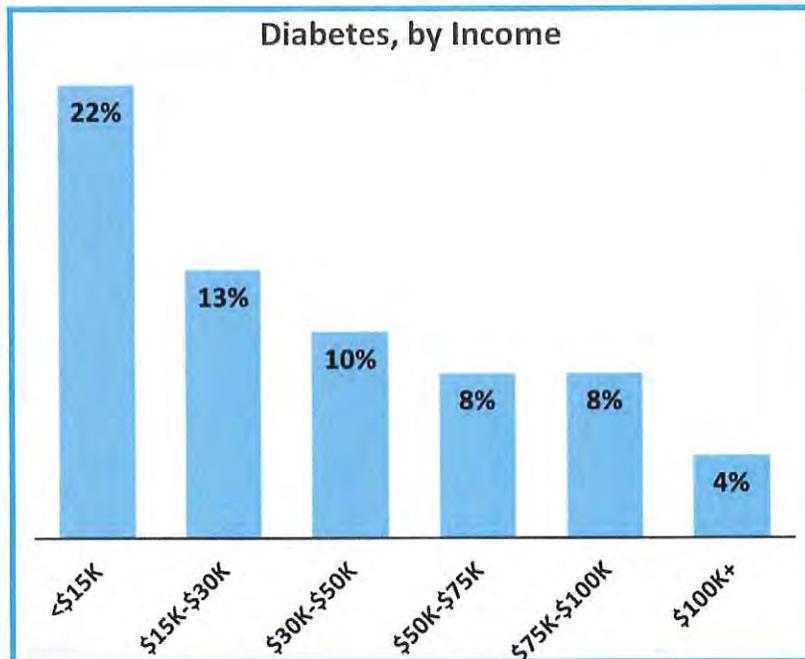


Source: 2015 Wellbeing Survey

exposure to secondhand smoke. In CT, tobacco use is the top cause of heart disease.

Quitting tobacco use has benefits at any age but more if tobacco use is stopped before age 35. On average, smokers make 8-11 quit attempts before success. In Greater New London, there is an apparent association between quit attempts and smoking prevalence with disparities between racial groups; Hispanics have the highest rate of quit attempts and the lowest rate of smoking.

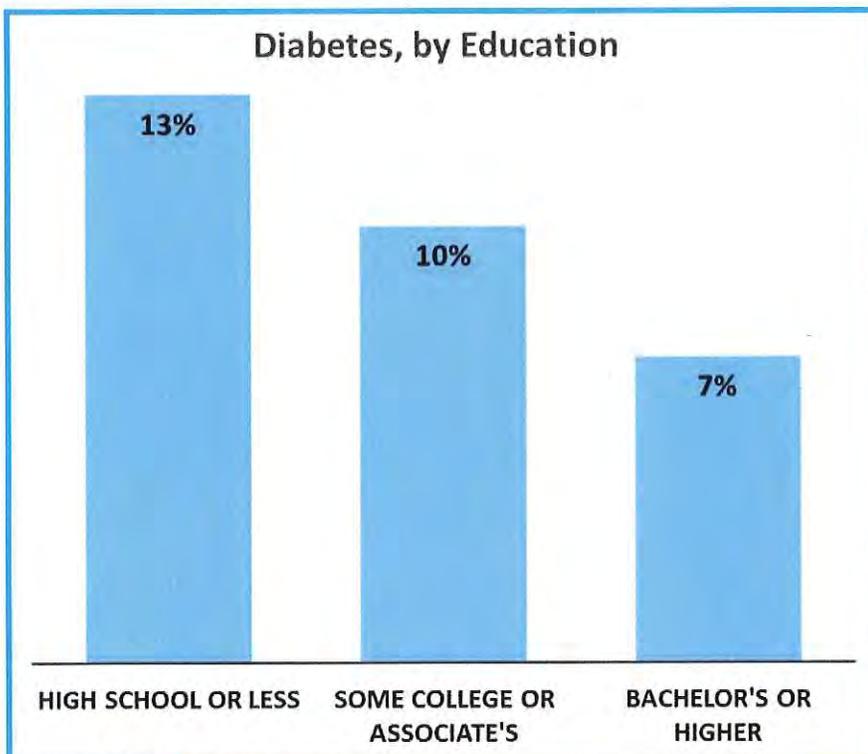
Diabetes affects an estimated 23.6 million people in the United States and is the seventh leading cause of death (CDC). Diabetes can be preventable. Often type 2 diabetes is preceded by pre-diabetes, a condition in which blood glucose is elevated but not yet to the level of diabetes. Regular exercise and modest (5-7% of total body weight) weight loss can dramatically reduce the risk of pre-diabetes progressing to diabetes.



Source: 2015 Wellbeing Survey

Diabetes

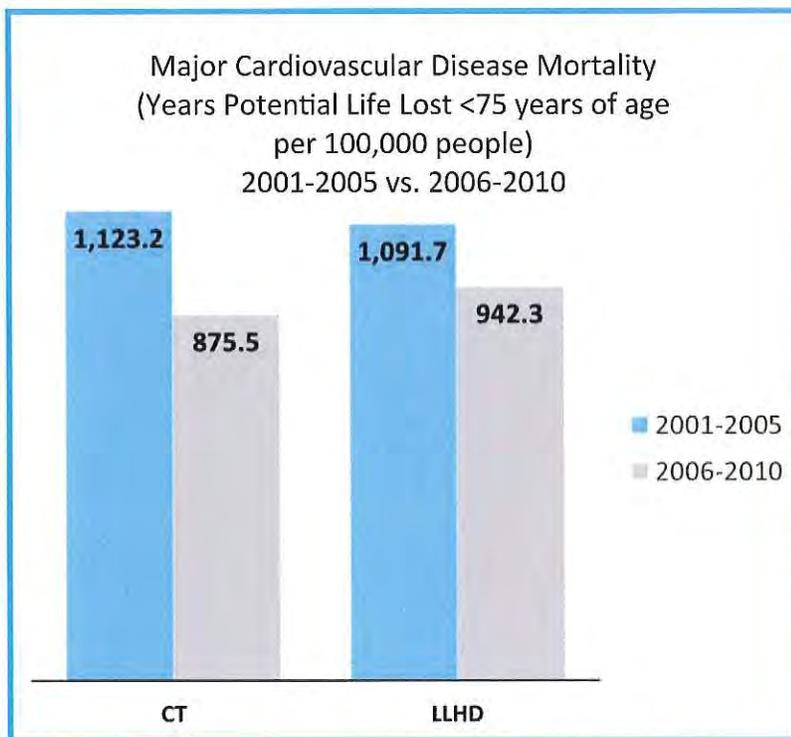
Overall, diabetes prevalence in Greater New London is on par with the state's. However, significant disparities exist by income, race and education. Those in the lowest income



Source: 2015 Wellbeing Survey

categories have experienced the greatest increase in diabetes incidence as well as the most significant impact of the disease. With higher rates of risk factors such as sedentary lifestyle and limited access to healthy foods for lower income individuals, the Wellbeing Survey results are not surprising. National studies have documented correlations with the risk factors to diabetes among those with less formal education.

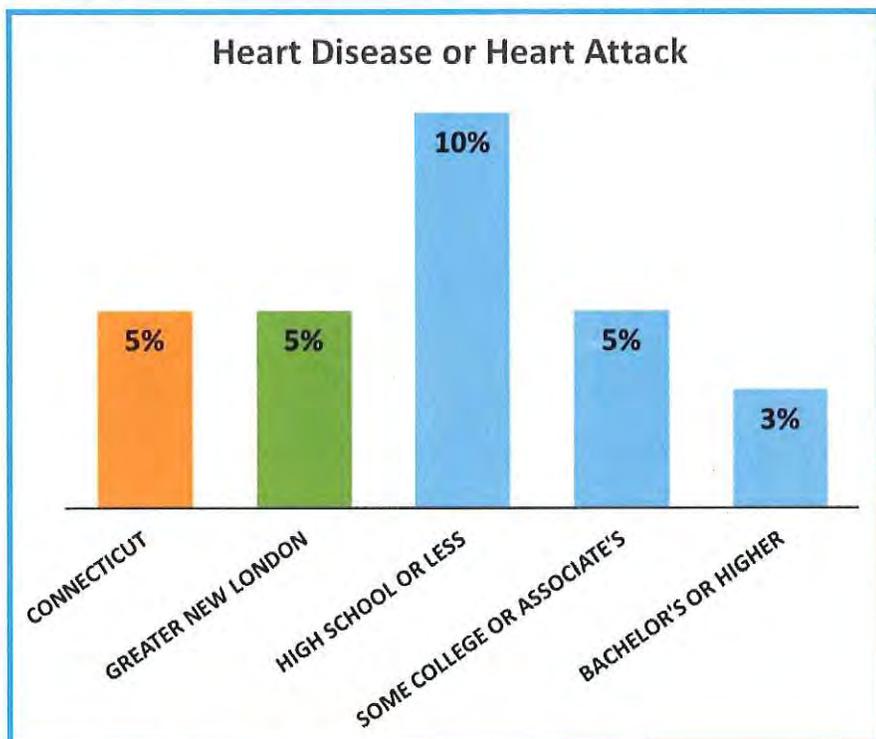
Cardiovascular disease is the leading cause of death for both women and men in the United States. Cardiovascular disease includes several conditions that affect the heart and blood vessels including heart failure, stroke, coronary artery disease, heart attack, and other conditions. Having high blood pressure, high cholesterol, diabetes, or obesity presents high risk for cardiovascular disease. Most cardiovascular



Source: CT DPH

Cardiovascular Disease

diseases can be prevented by addressing behavioral risk factors such as lack of exercise, poor diet including high consumption of salt, smoking, and excessive alcohol consumption. In the last five years death from major cardiovascular disease decreased in CT; LLHD towns have not kept pace and now rates locally exceed those in CT.



In Greater New London, residents with a high school education or less have experienced heart attack or heart disease at double the rate of the general population. (Wellbeing Survey)

Source: 2015 Wellbeing Survey

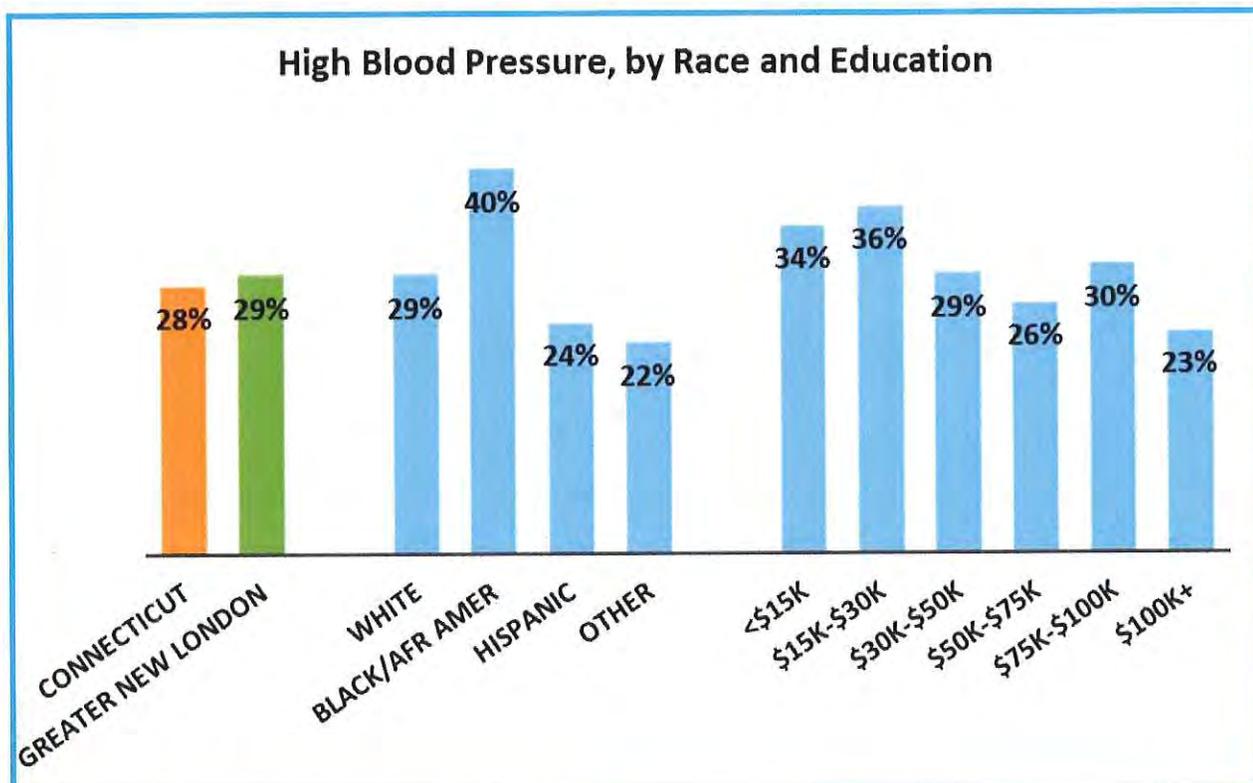
Hypertension, or high blood pressure, is a leading cause of cardiovascular disease and affects nearly one third of U.S. adults. Causes of high blood pressure include behavioral factors as well as environmental and social determinants.

According to CDC, 1 out of every 3 adults in the U.S. have high blood pressure and only about half have their condition under control. Another 1 in 3 American adults have pre-hypertension, defined as blood pressure that is elevated above normal but not yet in the high blood pressure range.

Racial and ethnic disparities exist in blood pressure, awareness, treatment, and control. Locally, disparities are evident by age and income as well.

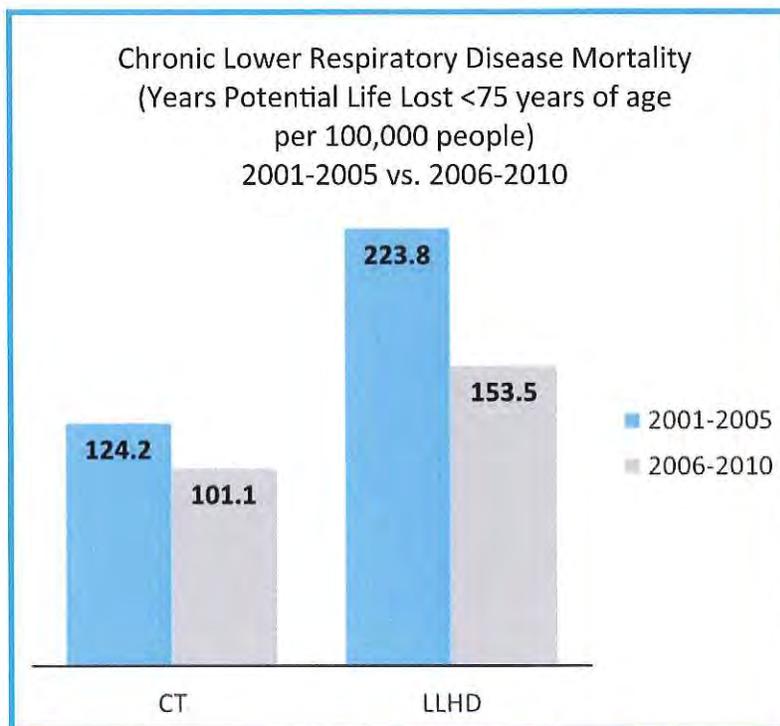
In Greater New London, 40% of Black respondents to the Wellbeing Survey report having been told by a doctor that they have high blood pressure.

Cardiovascular Disease



Source: 2015 Wellbeing Survey

Chronic Lower Respiratory Disease (CLRD) includes three diseases: chronic bronchitis, emphysema and asthma, all of which cause airflow blockage and breathing problems. According to CDC, CLPD is the third leading cause of death in the U.S. In LLHD, from 2001-2010, CLRD mortality rates were 1.5 times the state rate.



Source: 2015 Wellbeing Survey

Chronic Lower Respiratory Disease

Chronic Obstructive Pulmonary Disease (COPD) is used to refer to a subset of the diseases encompassed in the CLPD grouping—chronic bronchitis and emphysema. These disease are often co-occurring. The primary cause of COPD is cigarette smoking however air pollution, chemical fumes, dust, and genetic factors may also contribute. According to the CT Behavioral Risk Factor Surveillance Survey, the risk of COPD is significantly greater for adults over 55 years old, adults in low-income households earning less than \$35,000 annually, adults with disabilities, and adults with no more than a high school education.

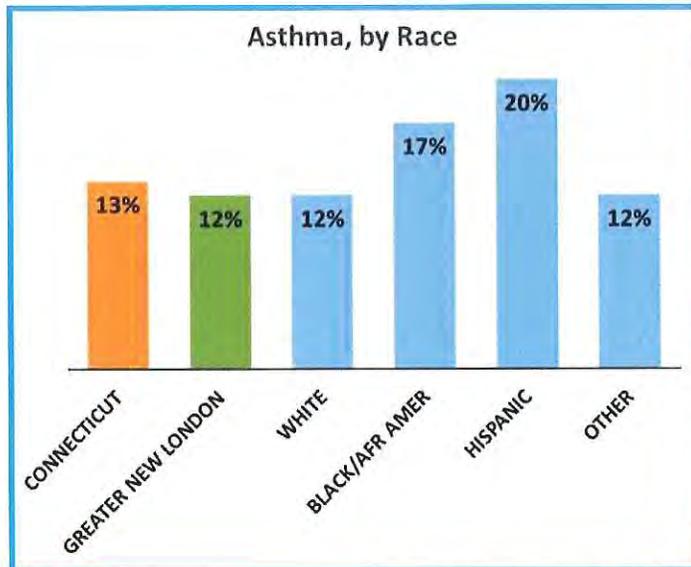
Calendar Year	Total Cases	Total Deaths	Mortality Observed
2012	521	9	1.73%
2013	526	13	2.48%
2014	588	14	2.40%
2015	643	16	2.50%

L+M Hospital
Inpatients with a Discharge Diagnosis of COPD

Source: L+M Hospital

Both the total number of cases and the mortality rate from COPD among patients at L+M Hospital have been increasing in recent years.

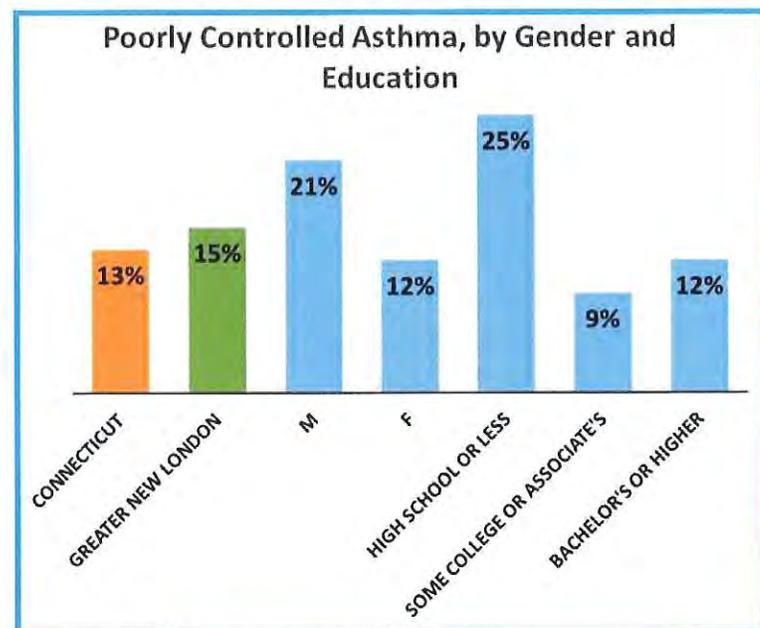
The third disease included in the CLPD grouping is asthma. Far too many area children and adults have poorly managed asthma resulting in missed days of school and work, high use of acute healthcare services for treatment, and a generally degraded quality of life. Both pediatric and adult asthmatics and their caregivers possess gaps in knowledge and comprehension around recognizing environmental triggers, asthma signs and symptoms, and medication and inhaler/spacer use. A persistent health concern, rates in Greater New London and across the nation are significantly higher among Blacks and Hispanics. Socioeconomic status is a critical



Source: 2015 Wellbeing Survey

Asthma determinant of differences in asthma prevalence and severity and race and ethnicity are strongly correlated with socioeconomic status.

Males were more likely to report poorly controlled asthma in Greater New London than females. There is not

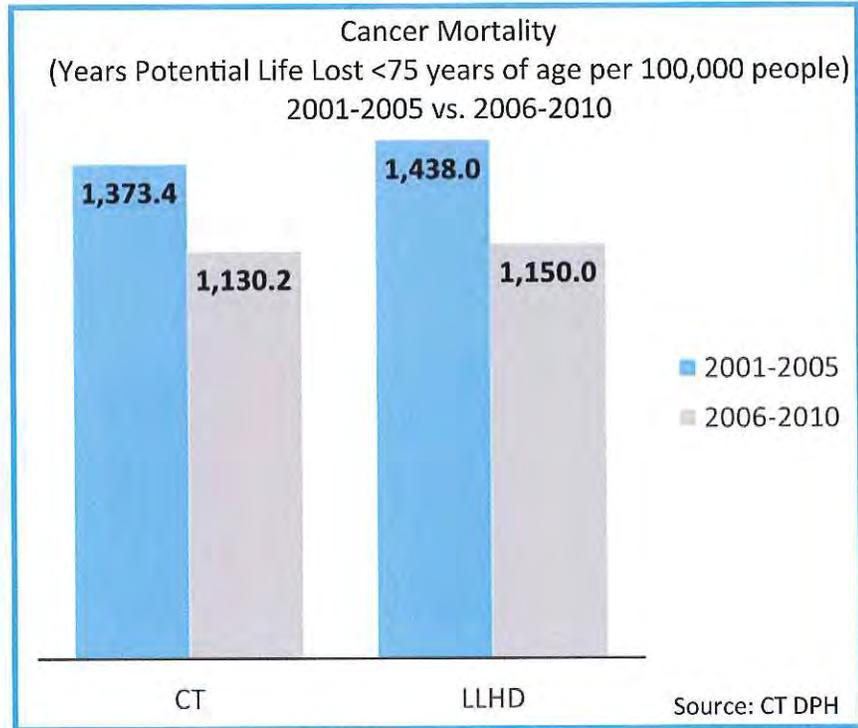


Source: 2015 Wellbeing Survey

Asthma is a particular concern in area schools, where children with uncontrolled asthma miss classroom and recreational time. In the New London School District, 21% of enrolled students have a diagnosis of asthma. Asthma Management Plans, important asthma control tools, are dramatically under-utilized; only 1% of students in New London School District have one on file. (CT DPH)

conclusive evidence to support a connection between gender and asthma control but there is for education, as a social determinant, and as correlated with risk factors such as smoking and poor quality housing . 25% of residents with less education report poorly controlled asthma.

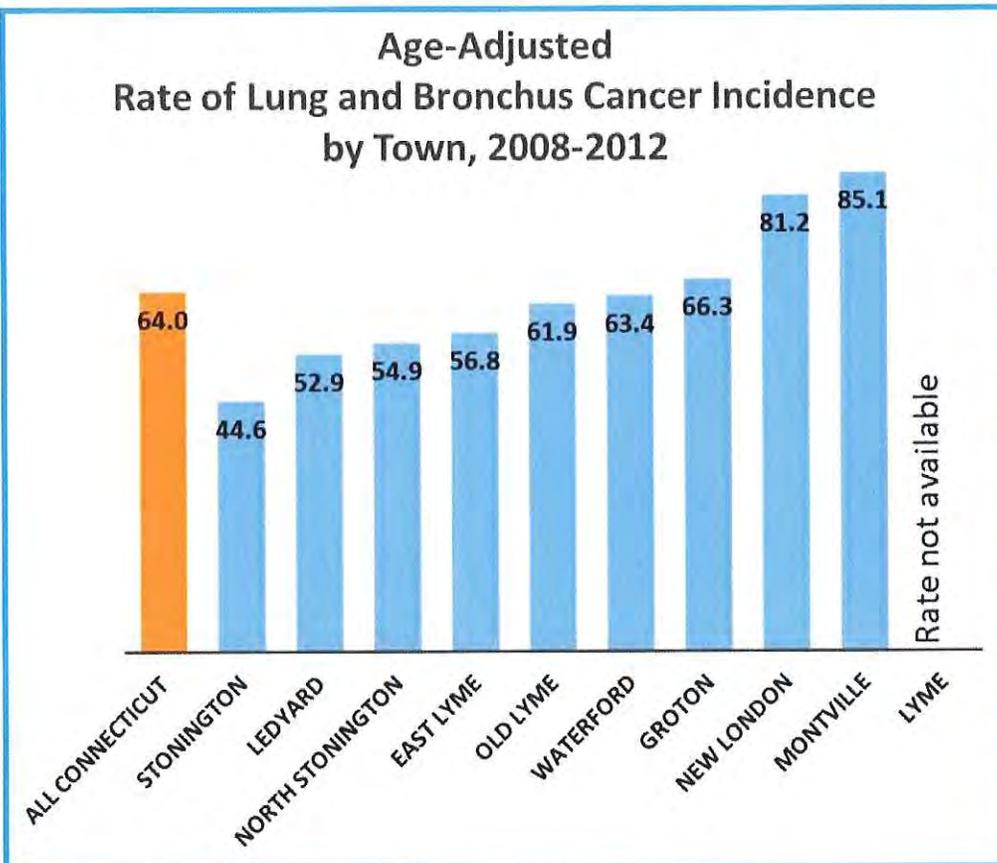
Cancer is the second leading cause of death in CT; despite decreases in incidence and mortality rates and improvements in survival from the most common cancers, concerning disparities persist for some CT residents. Cancer related deaths in LLHD are roughly on par with the state but have decreased slightly in last 5 years.



Cancer

In CT and in Greater New London, lung and bronchus cancer is the second most frequently diagnosed cancer.

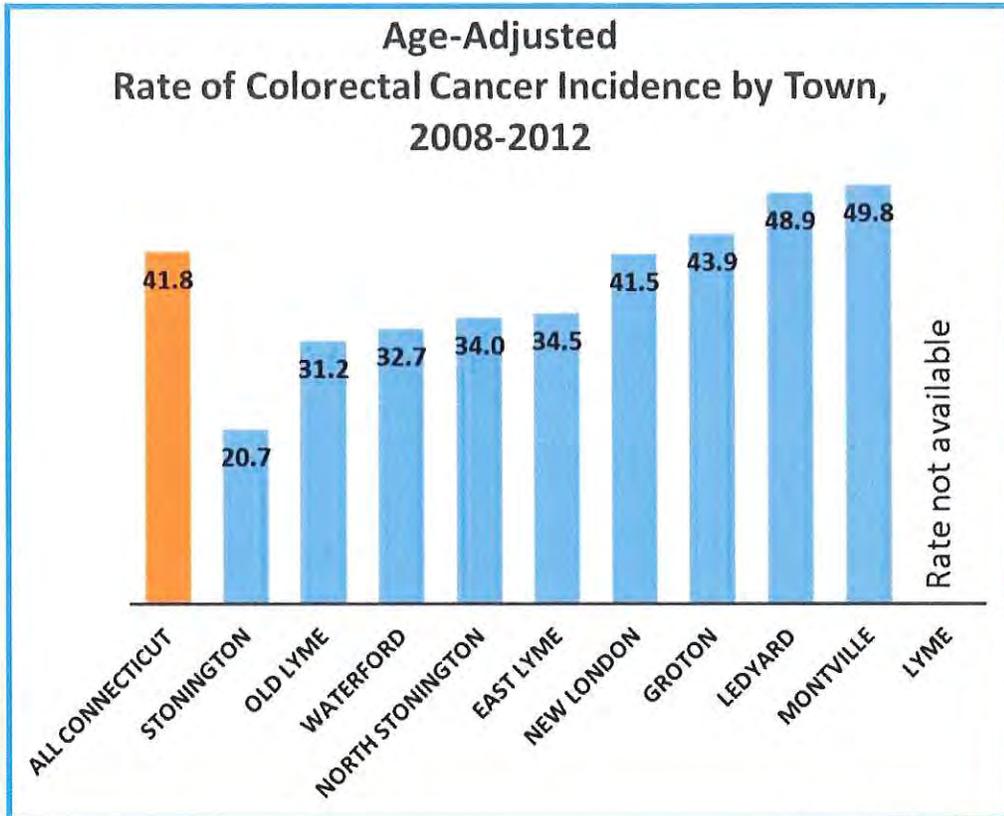
Age-Adjusted Rate of Lung and Bronchus Cancer Incidence by Town, 2008-2012



The top two risk factors for lung and bronchus cancer are smoking and radon. In Greater New London, where tobacco use exceeds the CT rate and the risk of radon exposure is high, the rate of lung cancer exceeds the CT rate in three communities.

Source: CT DPH

Colorectal cancer incidence rates in CT and in Greater New London are on par with national rates, however there are racial and gender related differences in mortality. Women more than men and Blacks more than other racial groups are more likely to die from colorectal cancer, possibly due to differences in access to screening services and in quality of care.

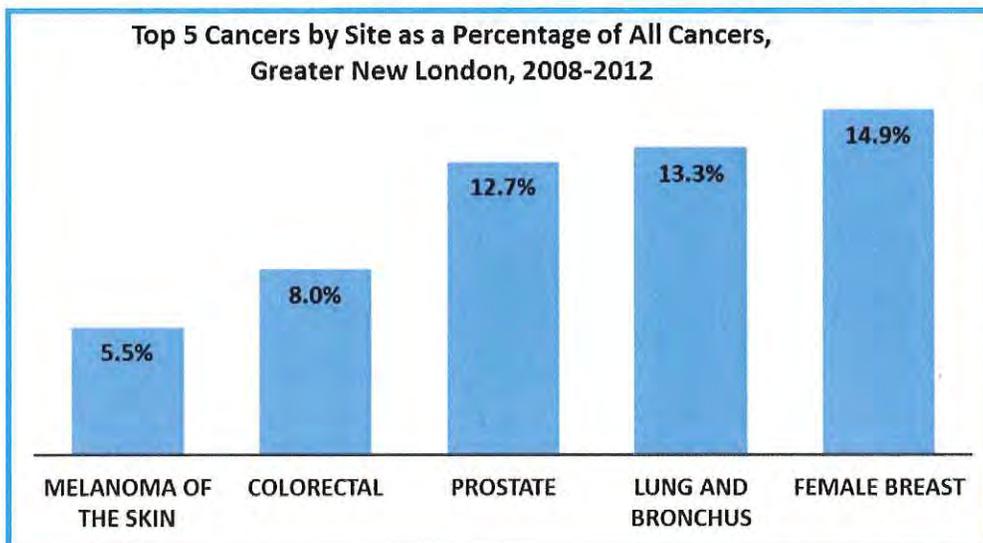


Source: CT DPH

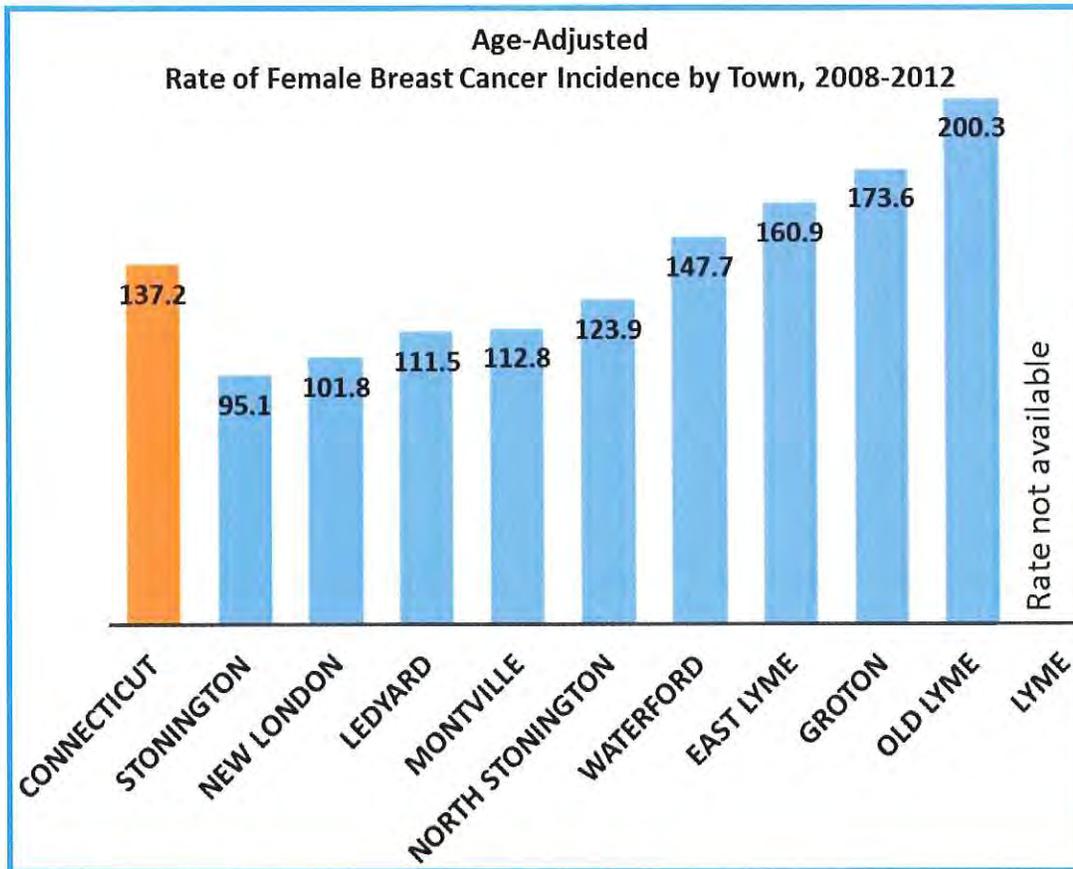
Cancer

The top five cancers diagnosed in Greater New London between 2008 and 2012 were female breast, lung and bronchus, prostate, colorectal, and melanoma of the skin, together accounting for over

half of all cancer diagnoses. Both the order and proportions are similar to the state overall, though bladder cancer is more frequently diagnosed than melanoma across the state.



Source: CT DPH



Source: CT DPH

Cancer

The National Cancer Institute estimates that 1 in 8 women will

develop breast cancer in their lifetime. Breast cancer incidence rates in CT are higher than in the U.S. but mortality rates are lower. Higher rates of breast cancer are correlated with higher socioeconomic status. Several risk factors for breast cancer are more common among women with higher income including delayed child bearing and bearing fewer children, using birth control pills and/or menopausal hormone therapy, and drinking alcohol. Racial disparities are evident in breast cancer mortality, particularly among Black women who are more frequently diagnosed at a later stage of cancer.

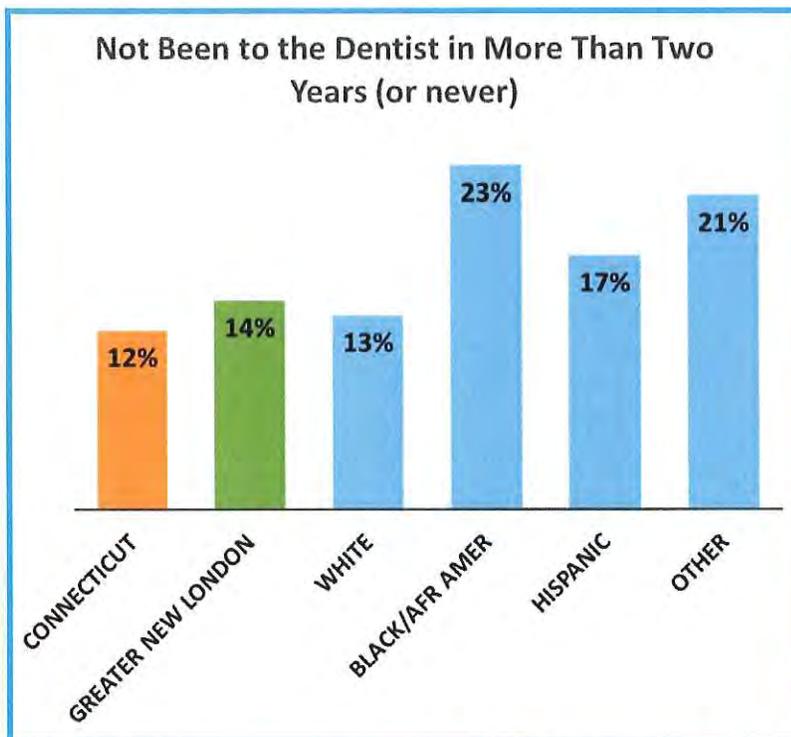
Except for skin cancer, prostate cancer is the most common cancer among American men. Most prostate cancers grow slowly and don't cause any health problems in men who have them. The rate of prostate cancer in CT is higher than in the U.S., with a higher incidence and rate of mortality among Black men.

The higher rates of diagnosed breast cancer and prostate cancer in some towns in the region may reflect a number of factors, including increased access to screening.

In Southeastern CT, rates of female breast cancer in East Lyme, Groton, Old Lyme and Waterford exceed the state rate. In East Lyme, Ledyard and Old Lyme rates of prostate cancer exceed the state rate.

(CT DPH)

Oral health is an essential component of overall good health and well-being. There is growing evidence that oral infections may increase the risk of heart disease, may put pregnant women at greater risk of premature delivery, and can complicate control of blood sugar for people with diabetes.

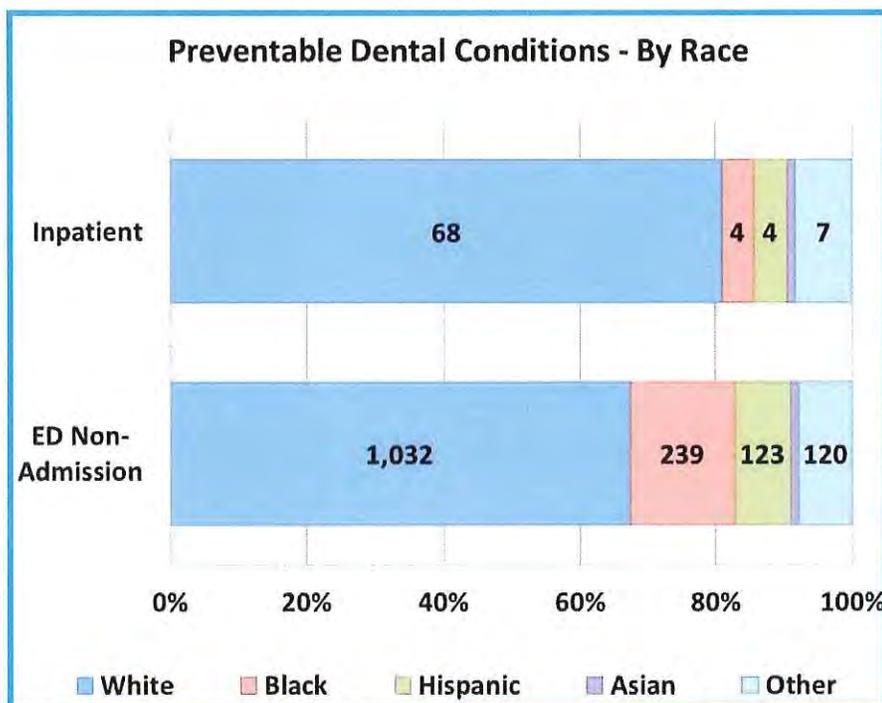


Source: 2015 Wellbeing Survey

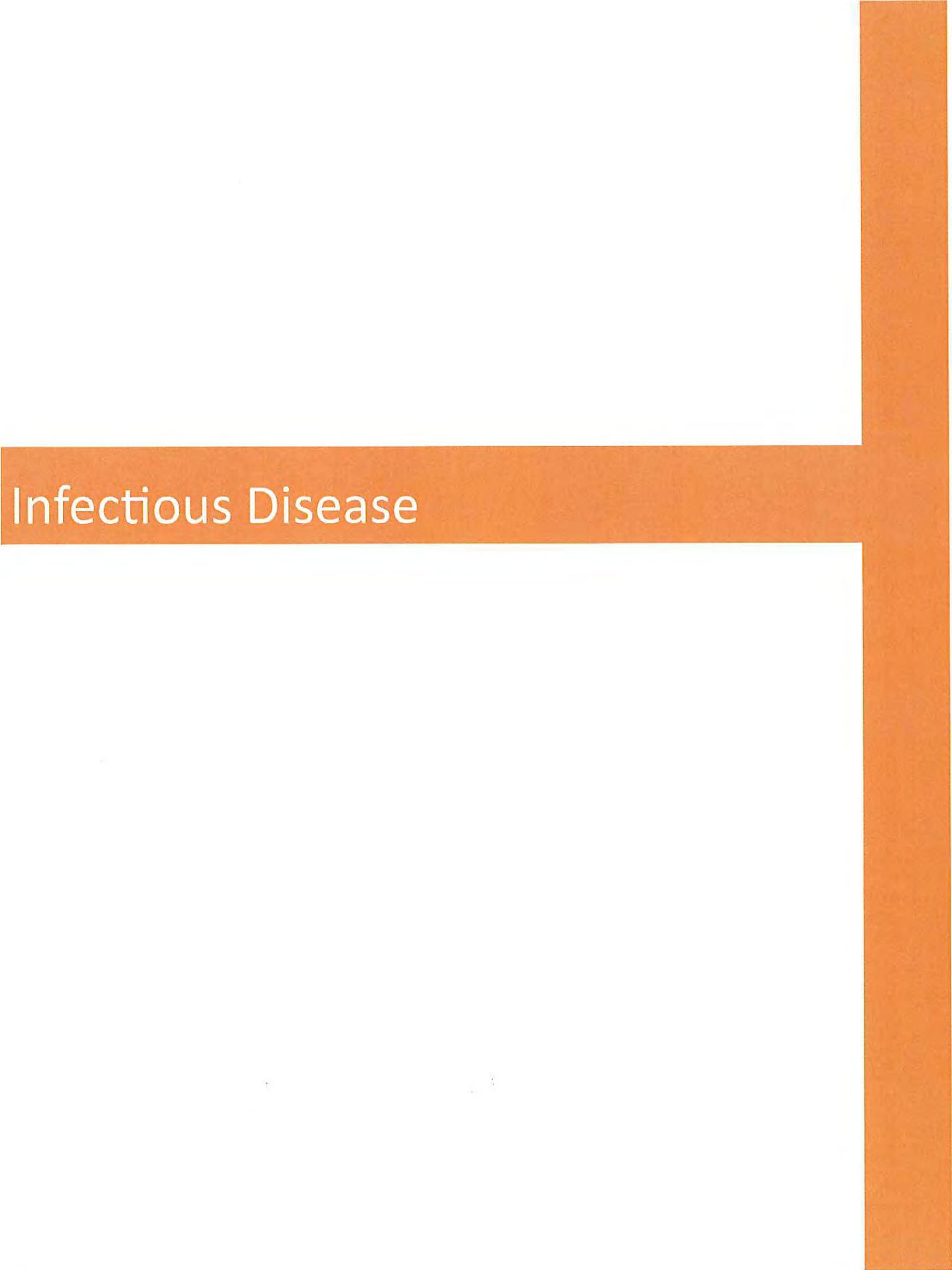
Oral Health

In the Wellbeing Survey, 1 in 4 Blacks reported not having been to a dentist in more than 2 years or never having been.

The American Dental Association reports that most dental ED visits are for non-traumatic dental conditions which would be more appropriately treated in a community dental setting. ED visits for

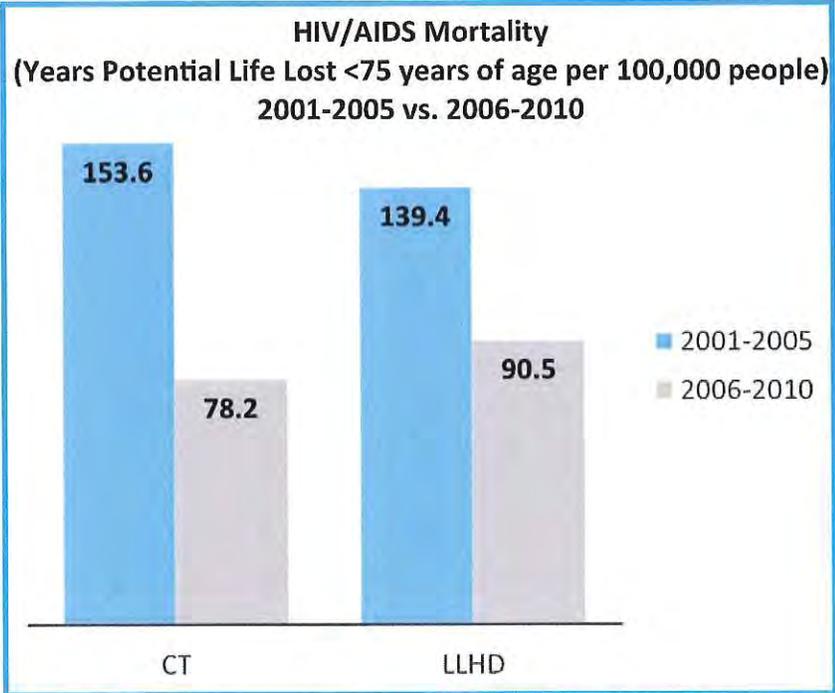


dental conditions are increasing, driven primarily by decreases in private dental insurance coverage among young adults combined with significant reductions in adult dental Medicaid programs, making accessing dental offices financially difficult for some. In Greater New London, ED visits for dental conditions disproportionately affects Hispanics, Blacks, and those of "other" races.



Infectious Disease

Identification, prevention, and reduction of mortality from HIV infections is a national goal, with several related Healthy People 2020 objectives. Between the five year periods from 2001-05, and 2006-10, mortality from HIV/AIDS dropped in LLHD and the state of CT overall. While mortality from HIV/AIDS in LLHD used to be lower than the state, that has since reversed, with mortality now being higher in LLHD compared to the state. Still,



Source: CT DPH

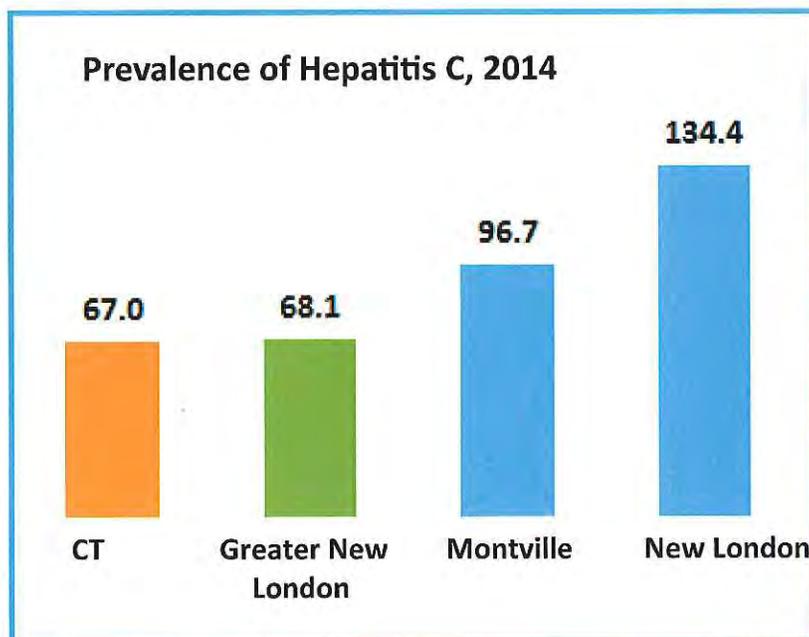
the trend towards lower mortality is clear, and efforts should be made to

continue that trend.

HIV/AIDS and Hepatitis

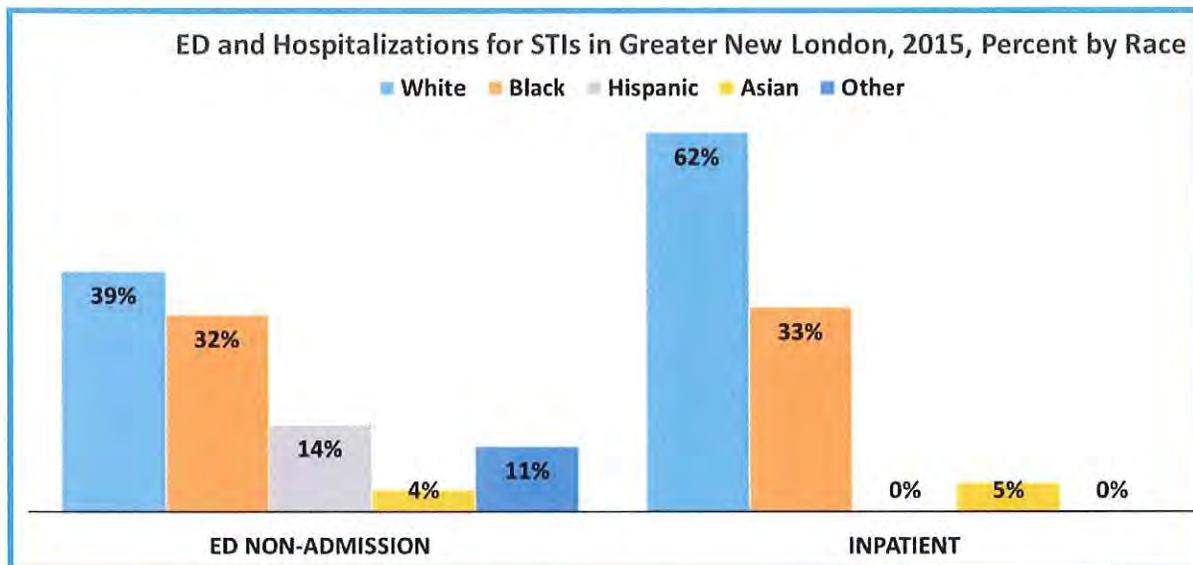
Hepatitis C is a viral infection that can result in serious health outcomes such as liver disease and even death. It is now most often transmitted through the sharing of needles during drug use, but was historically transmitted during routine medical procedures using donated blood and blood

products before screening of the blood supply was implemented in 1992. Hepatitis C and HIV/AIDS share some of the same risk factors for infection and there is a high co-infection rate.



In 2014, New London and Montville had higher rates of Hepatitis C infections than the state overall. (CT DPH)

Source: CT DPH

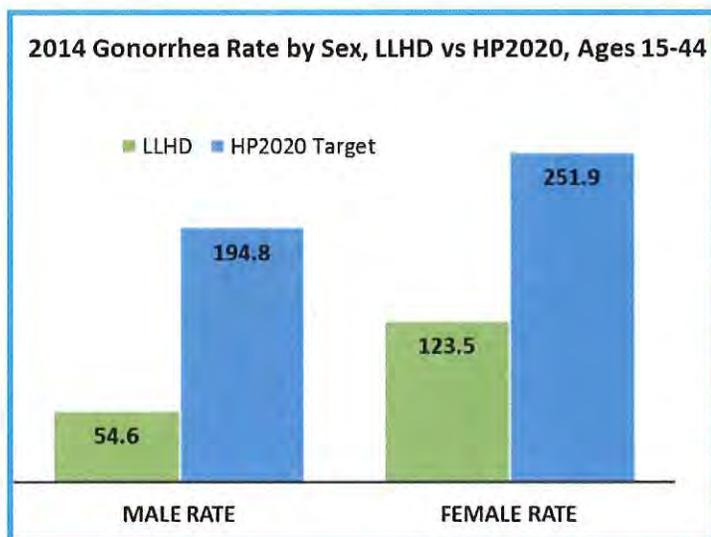


Source: CT Hospital Association

Because all sexually transmitted infections (STIs) are preventable, and most are curable with appropriate treatment, hospital utilization for these infections should be entirely avoidable. In the Greater New London area, that is approaching the truth, with fewer than 50 hospital encounters in 2015. Still, racial disparities exist. Though Blacks make up 5.5% of the population of the Greater New London area, they accounted for 32% of emergency department visits and 33% of hospitalizations for STIs.

Sexually Transmitted Infections

Gonorrhea is a very common sexually transmitted infection. Anyone who is sexually active can get gonorrhea, but it is most often found in people between 15-24 years old. In LLHD, the rate of gonorrhea infections is already below the Healthy People 2020 target for both men and women. Sometimes men, and often women, will not show any symptoms from the infection. Occasionally,

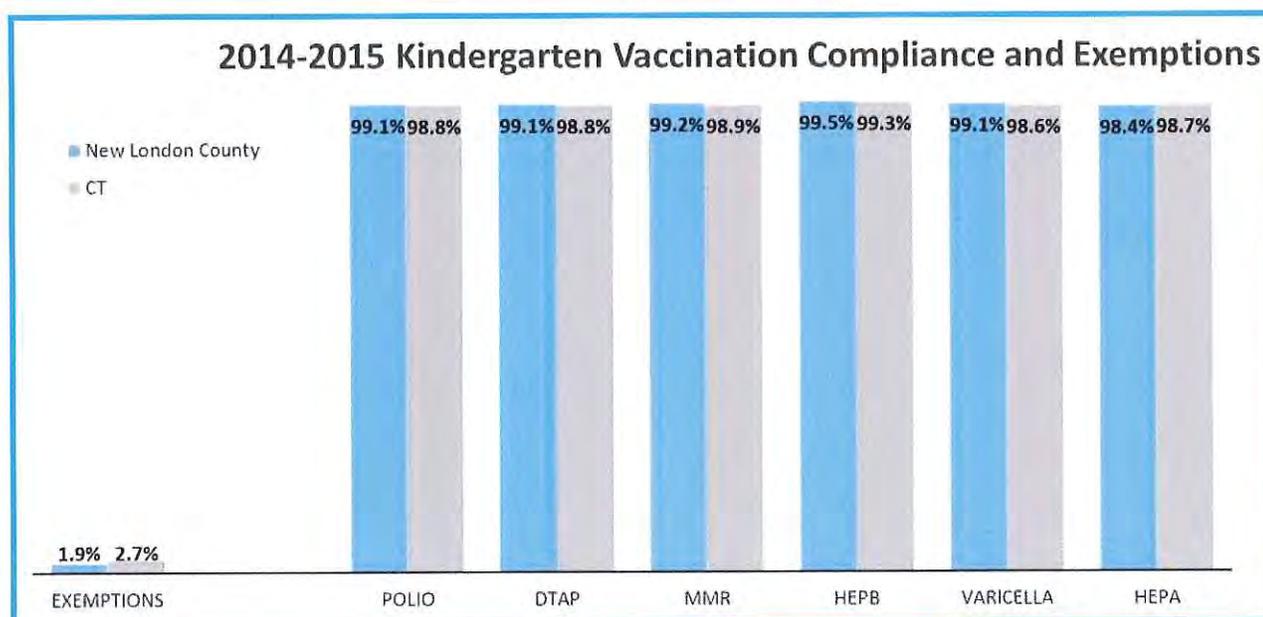


Source: LLHD

however, gonorrhea infection can result in serious outcomes, such as sterility/infertility, ectopic pregnancy, and pelvic inflammatory disease. Gonorrhea is increasingly being recognized as antibiotic resistant. It is important to maintain vigilance in prevention efforts to reduce the spread of the infection, and educate those who are infected about the importance of completing the prescribed course of antibiotics when being treated.

The development and use of vaccines as primary prevention of infectious diseases is one of the greatest public health accomplishments of the last 100 years, nearly eliminating morbidity and mortality from vaccine-preventable infections in CT over that time. Though localized outbreaks of some vaccine-preventable infections such as measles, mumps, and whooping cough do happen in CT from time to time, sustained community transmission of these infections no longer occurs. The Healthy People 2020 targets for kindergarten vaccination compliance for polio, DTaP, MMR, HepB, and varicella is 95%. Kindergarten children in New London County already far surpass these goals, with nearly 99% coverage for each vaccine in the 2014-2015 school year. It is necessary to continue emphasizing the importance of following the recommended vaccination schedule for children and adults in order to maintain the gains made in the county and state in preventing these infections from taking hold in our communities.

Vaccine Preventable Diseases



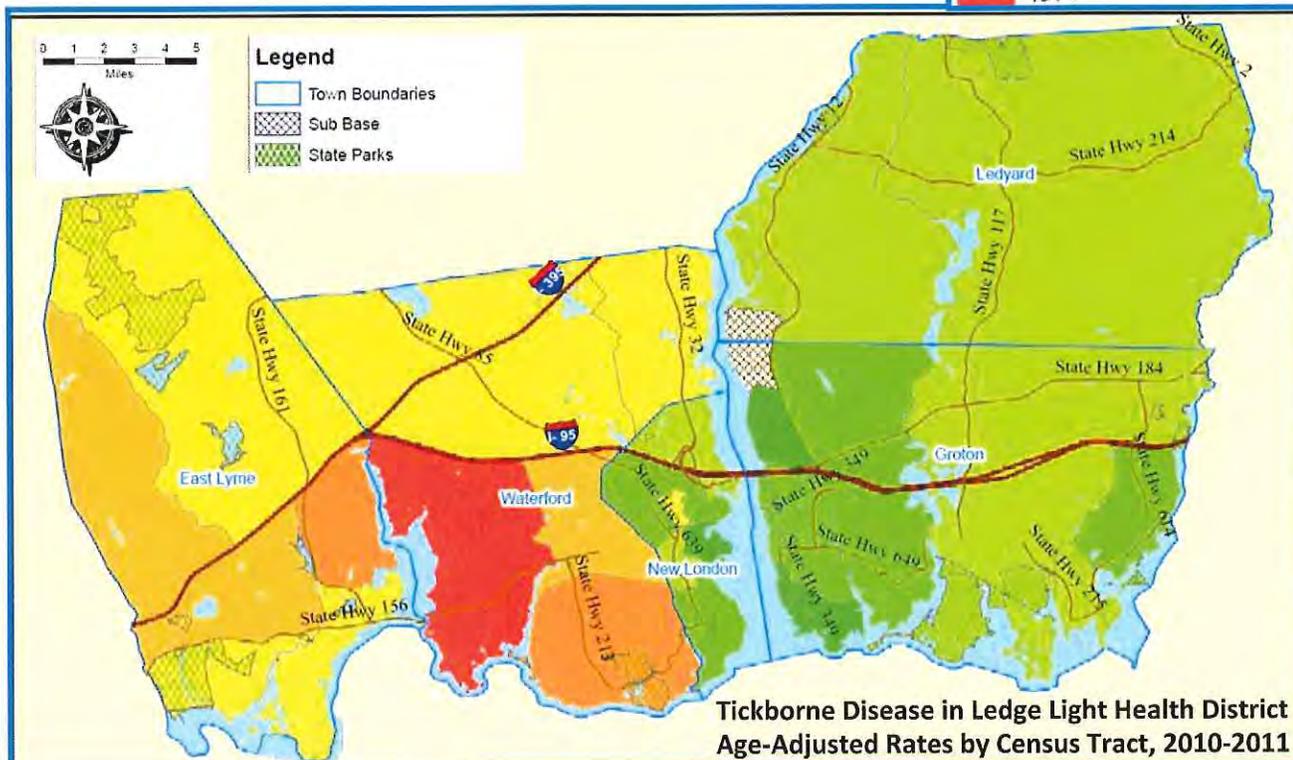
Source: CT DPH

Lyme disease, ehrlichiosis and babesiosis, which are commonly transmitted to humans through deer ticks, account for most cases of tickborne disease in the region and state. Symptoms of these diseases include fever, skin lesions, and flu-like aches and pains. While early diagnosis and antibiotic treatment usually alleviates symptoms, the disease can lead to severe neurological and heart conditions. Several parts of LLHD have particularly high rates of tickborne disease, as detailed in the map below. Tick bites can be prevented through personal protection measures including avoiding covering arms and legs completely when in wooded areas with high grass and/or leaf litter, using DEET or permethrin (as directed), and finding and removing ticks by showering and doing full body tick checks as soon as possible after coming indoors, checking hiking gear and pets for ticks, and putting clothes in the dryer at high heat. Tick-safe zones can be created in yards and community spaces (such as parks) by having borders of wood chips or gravel between wooded areas and play areas, clearing tall grass and leaf litter, and planting deer resistant crops. The Connecticut Agricultural Experiment Station's Tick

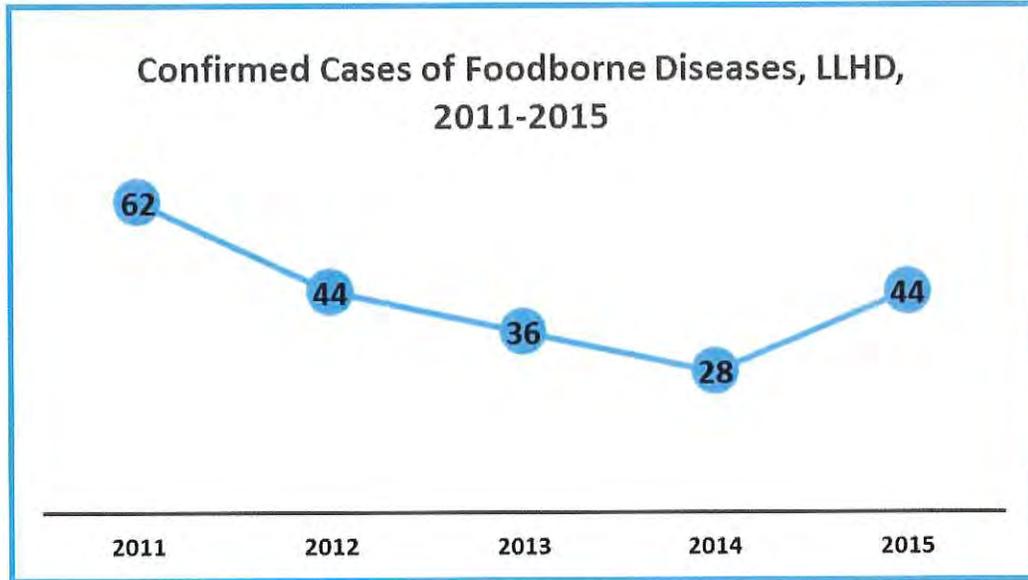
Tickborne Disease

Management Handbook is a comprehensive guide to

preventing ticks and tick bites through landscaping (available at http://www.ct.gov/caes/lib/caes/documents/special_features/)



CDC reports that about 1 in 6 Americans get sick, 128,000 are hospitalized, and 3,000 die of foodborne diseases yearly. These illnesses cost the economy over

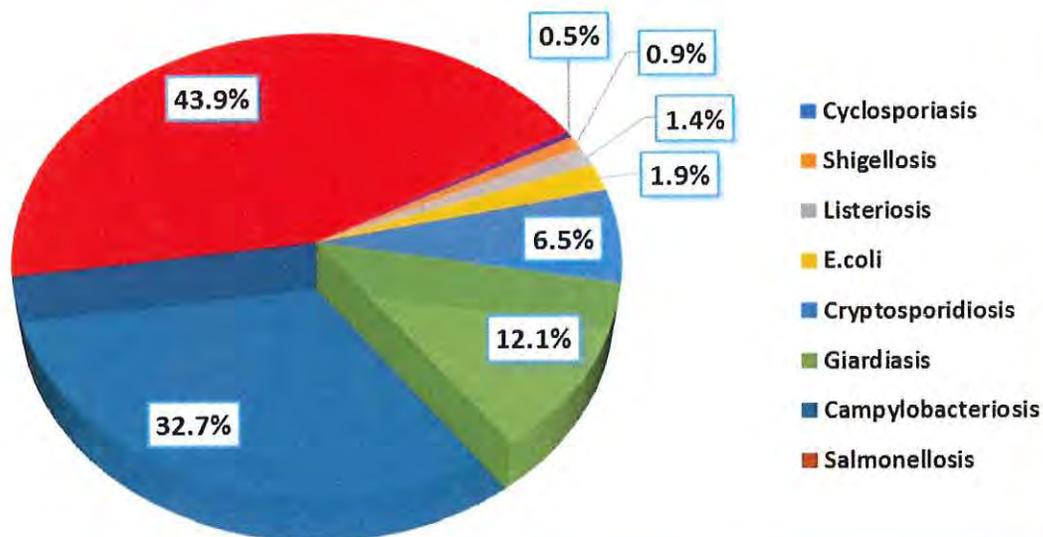


\$15 billion each year, according to the U.S. Department of Agriculture Economic Research Service. Source: LLHD

Severity of symptoms from foodborne illness range from mild or even non-existent, to severe and life threatening. The number of laboratory confirmed foodborne diseases in LLHD declined steadily between 2011 and 2014, but then rose slightly in 2015. The two most commonly diagnosed foodborne illnesses in LLHD are Salmonellosis and Campylobacteriosis, together accounting for more than 75% of all reported cases of foodborne disease in the area.

Foodborne Illness

DISTRIBUTION OF TYPES OF FOODBORNE DISEASES, LLHD, 2011-2015

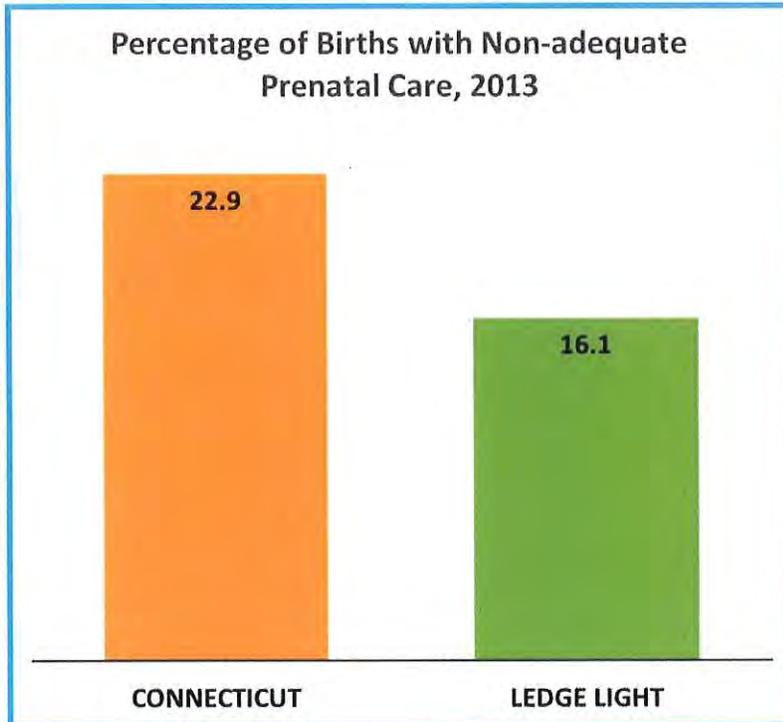


Source: LLHD



Maternal and Infant Health

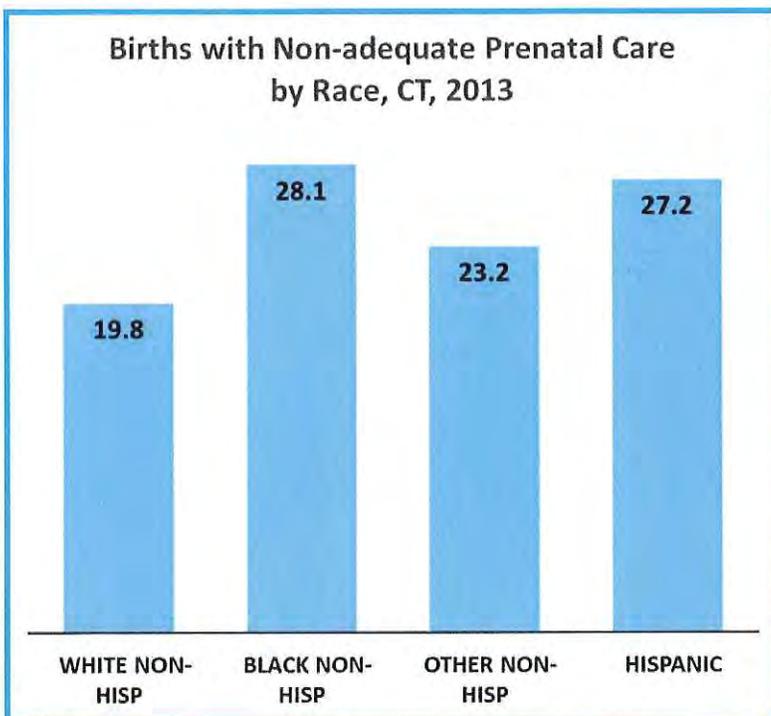
Prenatal care has the potential to reduce the incidence of poor birth outcomes by treating medical conditions, identifying and reducing potential risks, and helping women to address behavioral factors that that impact their pregnancy. It is more likely to be effective if women begin receiving care in the first trimester of pregnancy and continue to receive care throughout pregnancy, according to accepted standards of care.



Source: CT DPH

Prenatal Care

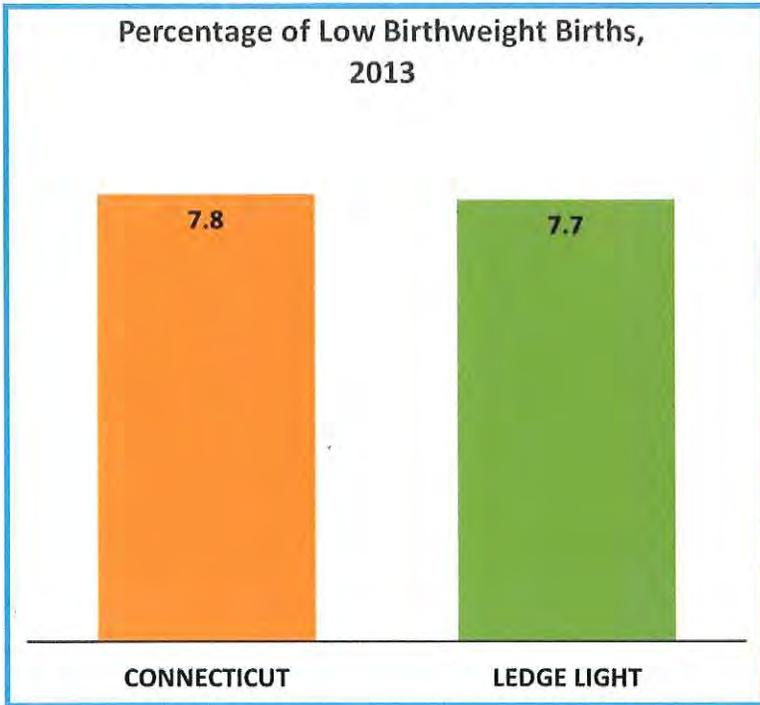
Statewide, fewer women have been accessing early and adequate prenatal care over the last decade. (CT DPH)



Source: CT DPH

Inadequate prenatal care, defined by a combination of the month of first prenatal care visit and the total number of visits during pregnancy, is associated with an increased risk of preterm delivery. Overall in LLHD adequacy of prenatal care compares favorably with the state. At the state level, there are persistent racial and ethnic disparities as well as disparities related to insurance coverage which are most likely present locally as well.

Low birthweight, defined as a birth weight of less than 2,500 grams (or about 5.5 pounds), has been a persistent public health problem in Connecticut for many years. Low birthweight may result from pre-term birth or growth restriction in the uterus. Significant risks associated with low birthweight include infant death, developmental disabilities, cerebral palsy, hearing and vision impairments, cognitive deficiencies and poor neuropsychological outcomes, learning disabilities and

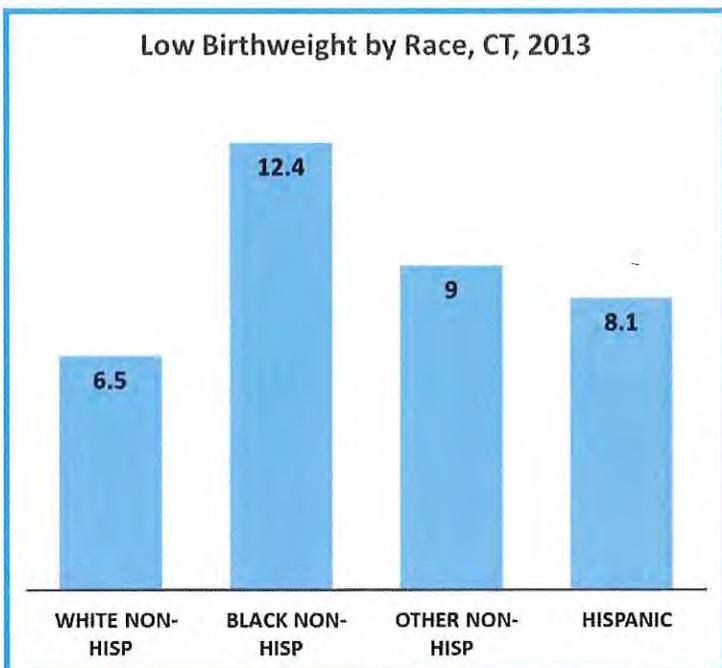


Source: CT DPH

Low Birthweight Babies

poor educational performance, and behavioral problems.

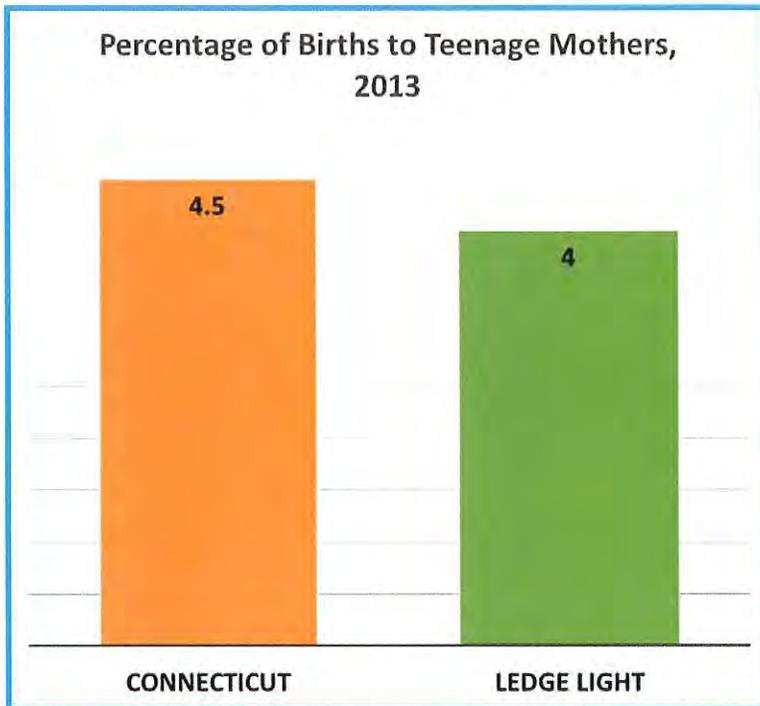
Participation in the WIC program, having strong social support during pregnancy, eliminating tobacco exposure and adequate prenatal care can all significantly reduce the risk of low birthweight.



Source: CT DPH

The percentage of low birthweight babies in LLHD is the same as in CT overall, however, here too racial and ethnic disparities are evident across the state, particularly among non-Hispanic Black women. This could be correlated with the racial and ethnic disparities in prenatal care. Further investigation is needed to determine if these disparities exist locally and, if so, why they are occurring.

The impact of teen pregnancy and birth is significant and multigenerational. Extensive evidence reveals that pregnant teens are at increased risk for premature birth, delivering low birthweight infants, other serious health problems, and death. Pregnant teens are more likely to interrupt or discontinue their education and their children are more likely to drop out of high school. Children born to mothers under age 20 are at greater risk of being in foster care or being a victim of abuse and



Source: CT DPH

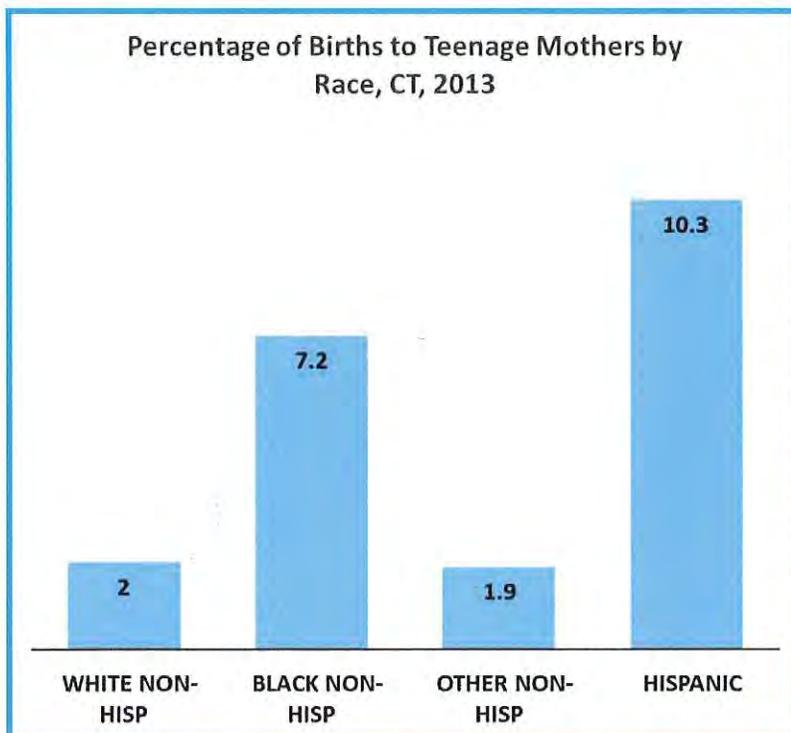
neglect. According to the CT Department of Public Health “64% of children born to

Births to Teens

an unmarried, teenage high-school dropout live in poverty, compared to 7% of children born to women over age 20, who are married and are high school graduates.” The children of teens are more likely to themselves become teen parents as well as to have higher incarceration

rates and lower earnings. It is very positive then that in CT there has been a significant decrease in births to teens in the last decade and that the rate in LLHD is slightly lower than the state rate.

However, despite the downward trend overall and decreases among all racial and ethnic groups, disparities remain at the state level. The high birth rates among Hispanic teens may be consistent with high birth rates among Hispanics overall.

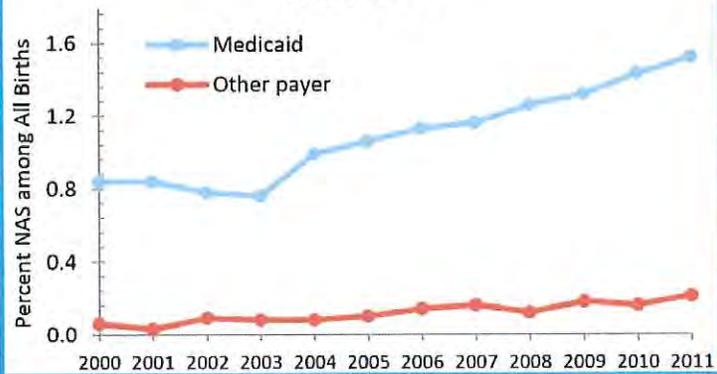


Source: CT DPH

Neonatal abstinence syndrome (NAS) is defined as a group of problems that occur in a newborn who was exposed to addictive opiate drugs while in the mother’s womb. Those drugs may have been prescribed by a medical provider for pain management or may be “street drugs”; in-utero exposure to either can cause serious and long-term health problems for the newborn.

Opioid-dependent babies experience significant withdrawal symptoms after birth and often require a stay in the neonatal intensive care unit.

Percent of Children Born with Neonatal Abstinence Syndrome, By Payer, Connecticut, 2000-2011



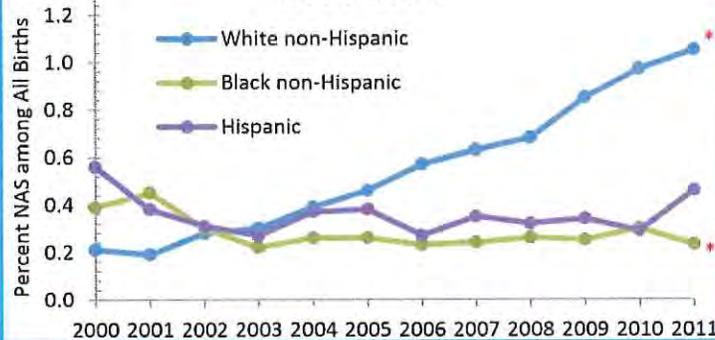
Source: CT DPH

Neonatal Abstinence Syndrome

According to the CT Department of Public Health, NAS has increased in the state in the last decade and is

most prevalent among White non-Hispanics and persons with Medicaid insurance coverage.

Percent of Children Born with Neonatal Abstinence Syndrome, By Race, Connecticut, 2000-2011



Source: CT DPH

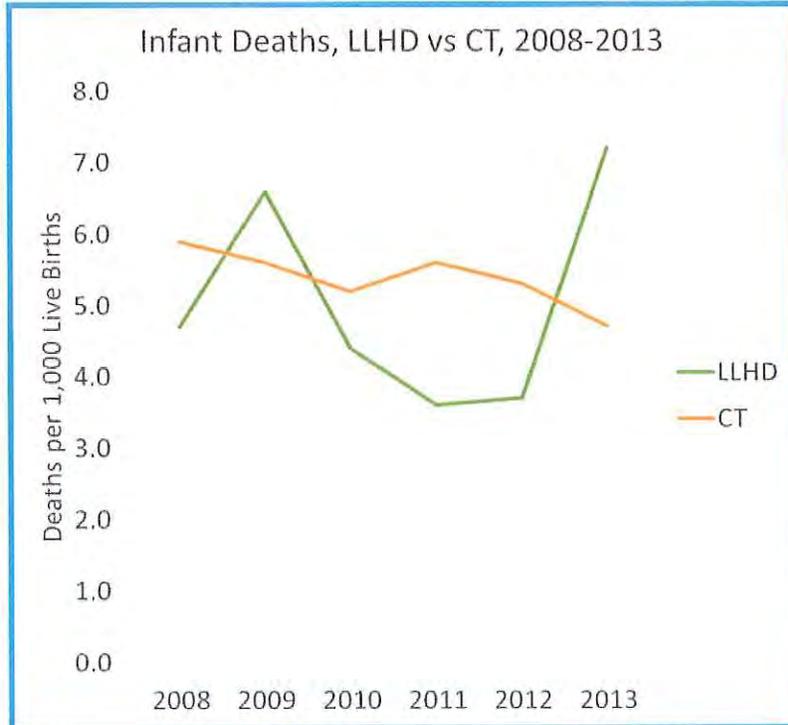
Note: * indicates significant increasing trend for White non-Hispanics and decreasing trend for Black non-Hispanics (p<0.05).

Babies born at L+M Hospital

Year	Number of Opioid-dependent babies
2013	20
2014	20
2015	32

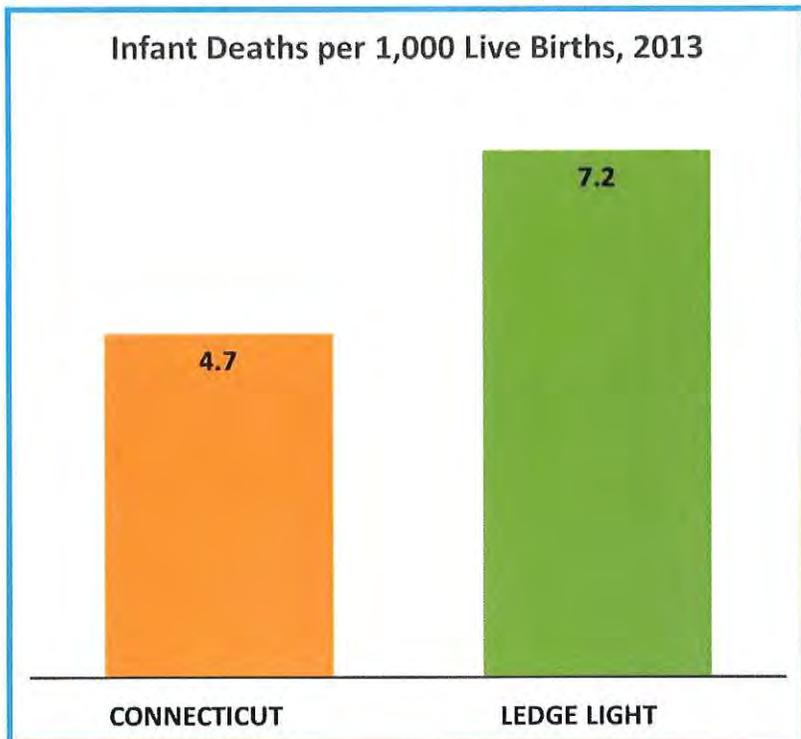
The statewide trend of increasing numbers of opioid-dependent babies is evident locally as well.

Infant mortality is defined as the death of a baby before his or her first birthday. Infant mortality can be an indicator of factors that impact the health of a community as a whole. CDC cites the top five leading causes of infant mortality nationally as birth defects, preterm birth and low birth weight, maternal complications of pregnancy, Sudden Infant Death Syndrome, and injuries. In CT, infant mortality has declined in the last decade and is below the Healthy People 2020 target of 6 per 1,000 live births but there has been a troubling uptick in the local rate.



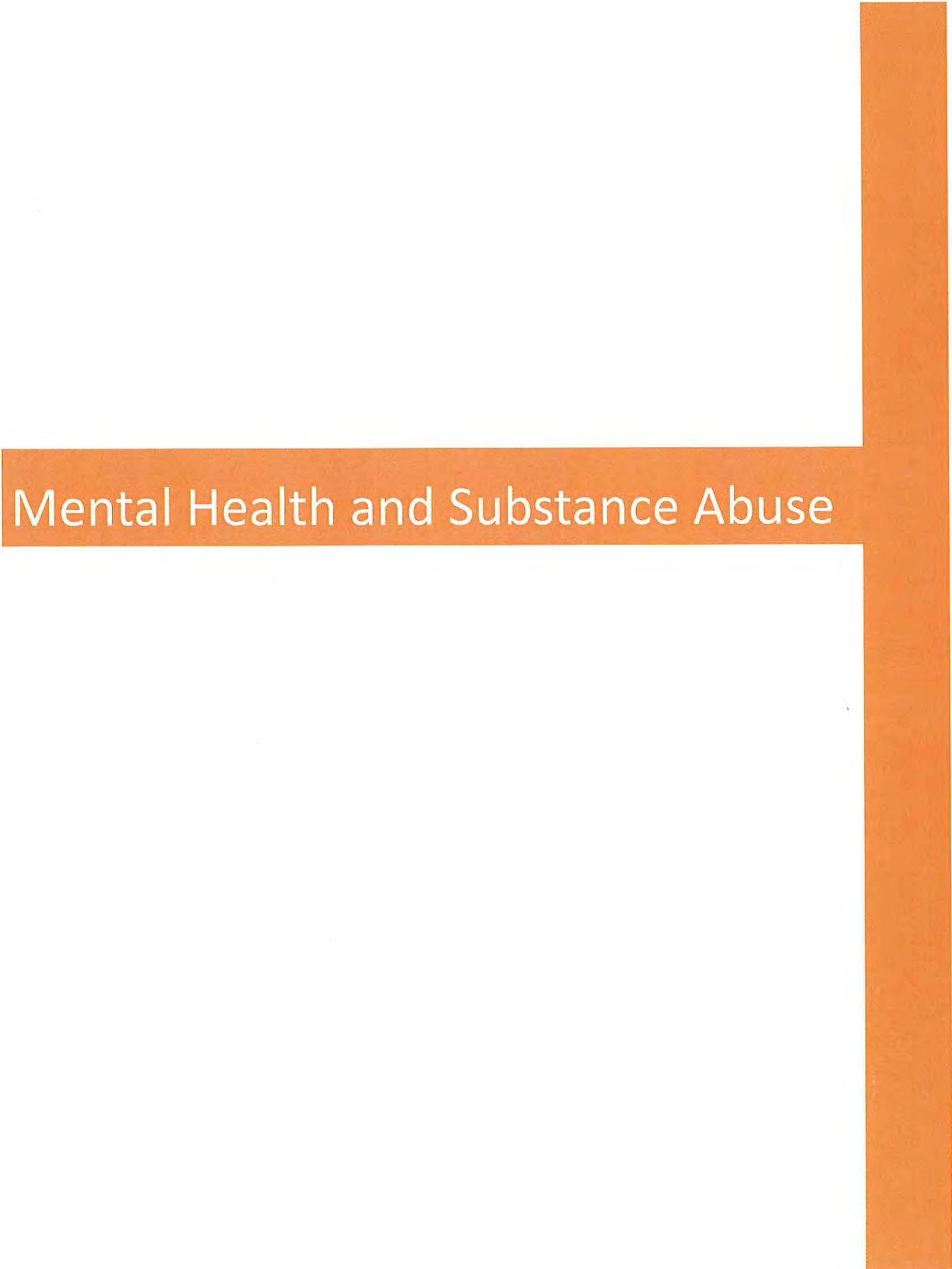
Infant Mortality

For 2013, LLHD is on par with Lebanon, Malaysia, Kuwait and Chile. This may be a one year statistical anomaly with local trends being highly variable, but it bears monitoring. (World Health Organization)



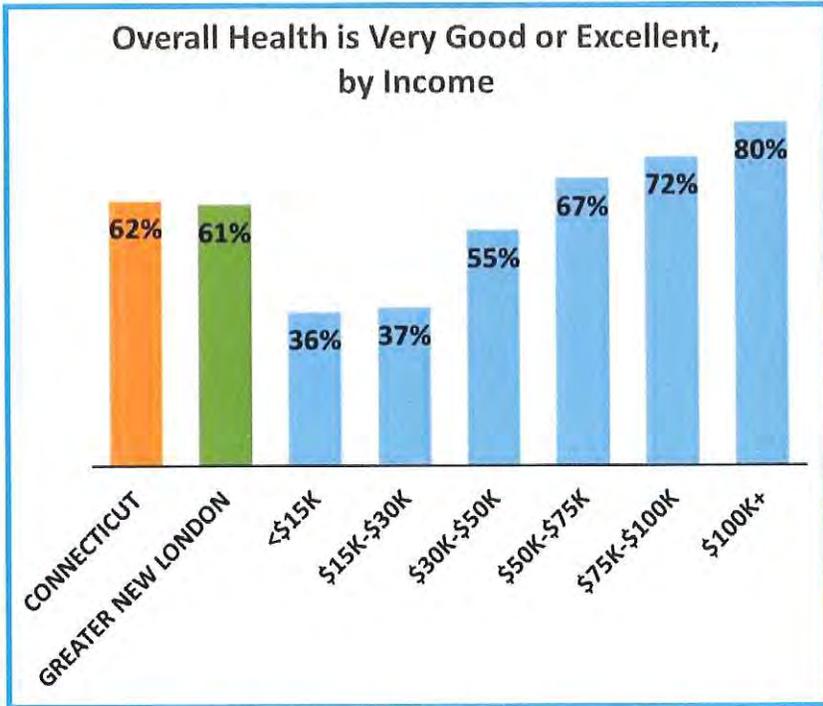
In 2013, the latest year for which data are available, the infant mortality rate in LLHD far exceeded the state rate as well as the rates in the cities of Bridgeport and Hartford. State data indicate that significant racial disparities exist.

Source: CT DPH

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Mental Health and Substance Abuse

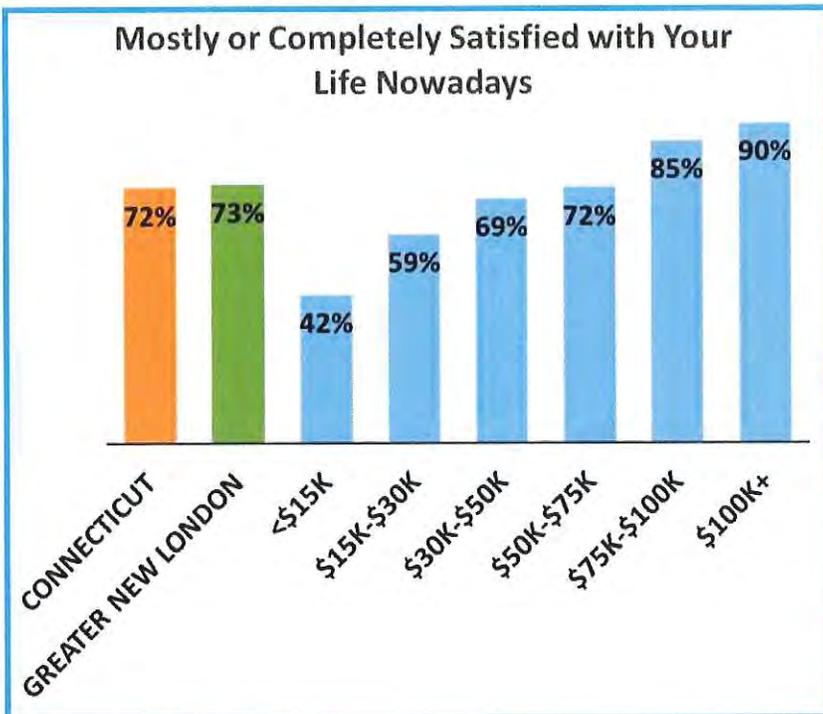
Feeling physically unwell can have significant impact on a person's mental and emotional wellbeing. People with chronic pain or illness may become depressed or have anxiety about their futures, financial situations or families. In Greater New London, there is a direct relationship between reporting that one's overall health is "very good" or "excellent" and income. Those making less than \$30,000 per year were half as likely to report general good health than those making \$75,000-\$100,000. This association is troubling but not surprising; as national studies



Source: 2015 Wellbeing Survey

Mental and Emotional Wellbeing

and other local data presented in this report have shown, income is a significant determinant of health status.

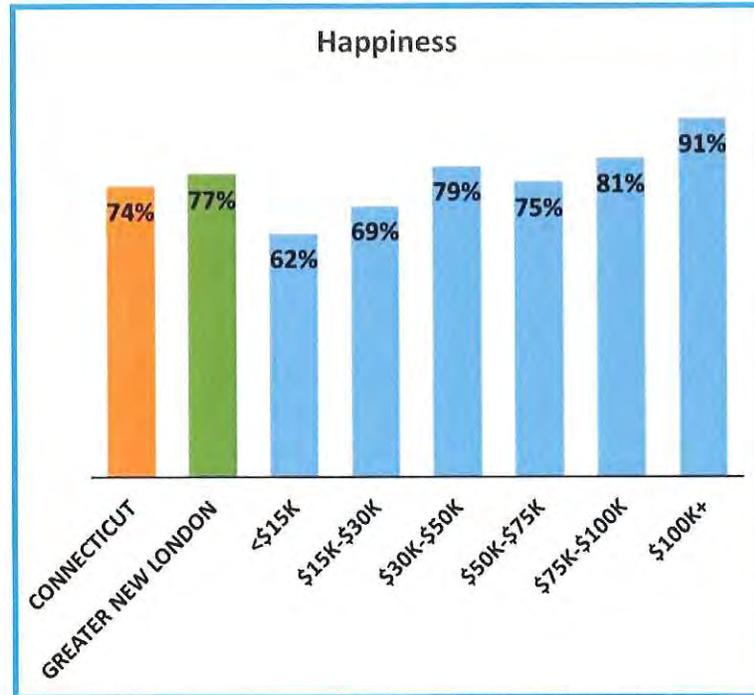


Source: 2015 Wellbeing Survey

Only 45% of Greater New London residents overall say they have the time to do the things they really enjoy. The percentage is much lower among Hispanics, those who make under \$15,000 and those in the \$30,000-\$50,000 income bracket. (Wellbeing Survey)

Again, there is a direct relationship between general satisfaction with one's life and income; those in the highest income bracket were twice as likely as those in the lowest to say they are "mostly" or "completely satisfied with life nowadays".

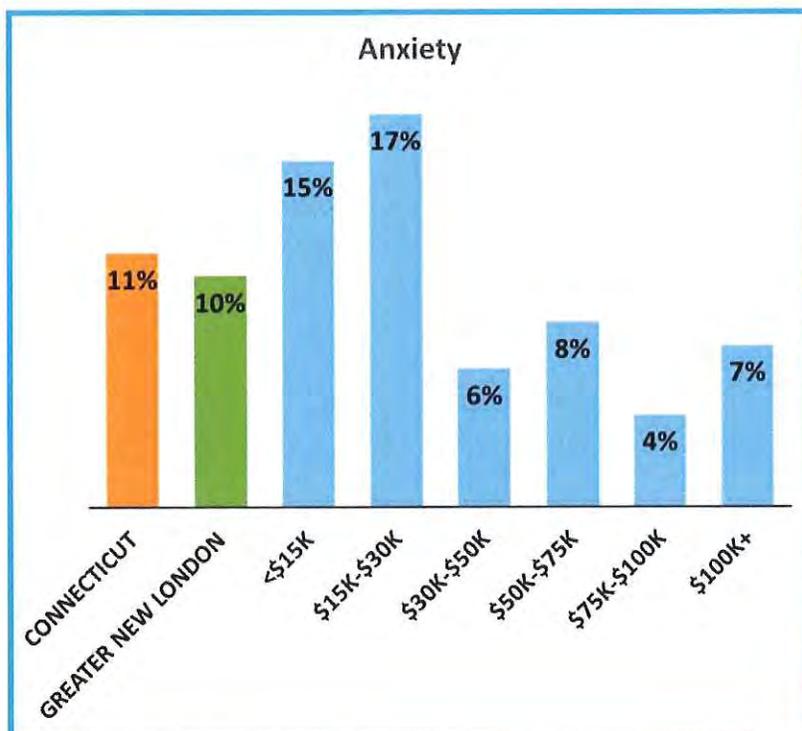
The Wellbeing Survey asked respondents about their overall happiness, anxiety and depression. These are not clinical diagnoses, but provide the best data currently available about how many of our local residents face barriers to good mental and emotional health, and where disparities exist.



Source: 2015 Wellbeing Survey

Mental and Emotional Wellbeing

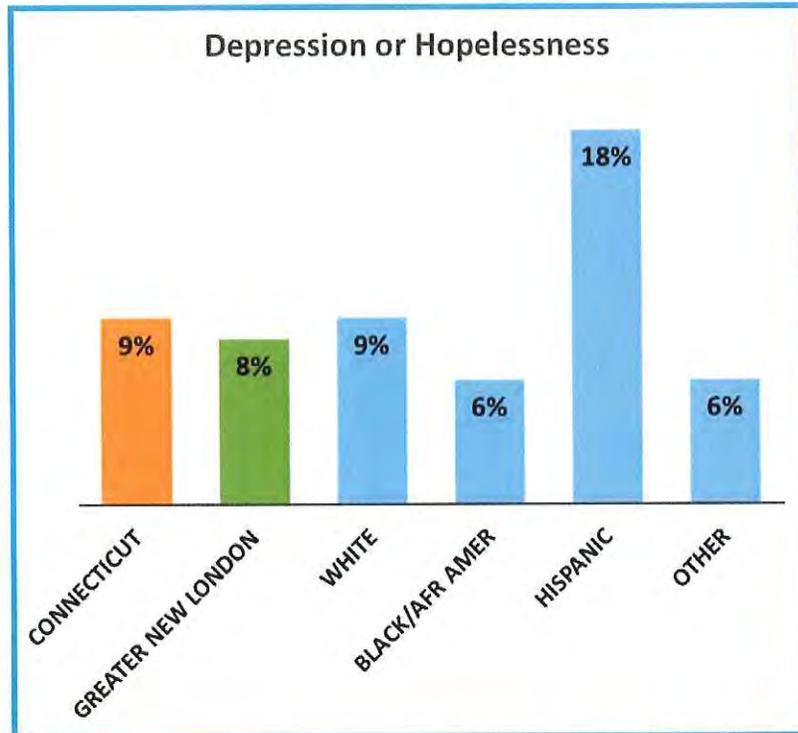
Despite the saying that "money can't buy happiness" it is perhaps not surprising that Wellbeing Survey respondents in the higher income brackets reported better overall emotional wellbeing.



Source: 2015 Wellbeing Survey

The long-term activation of the body's stress-response system, and the subsequent chronic overexposure to the hormones associated with that response, increases the risk of numerous health problems, including anxiety, depression, digestive problems, headaches, heart disease, sleep problems, weight gain, and memory and concentration impairment.

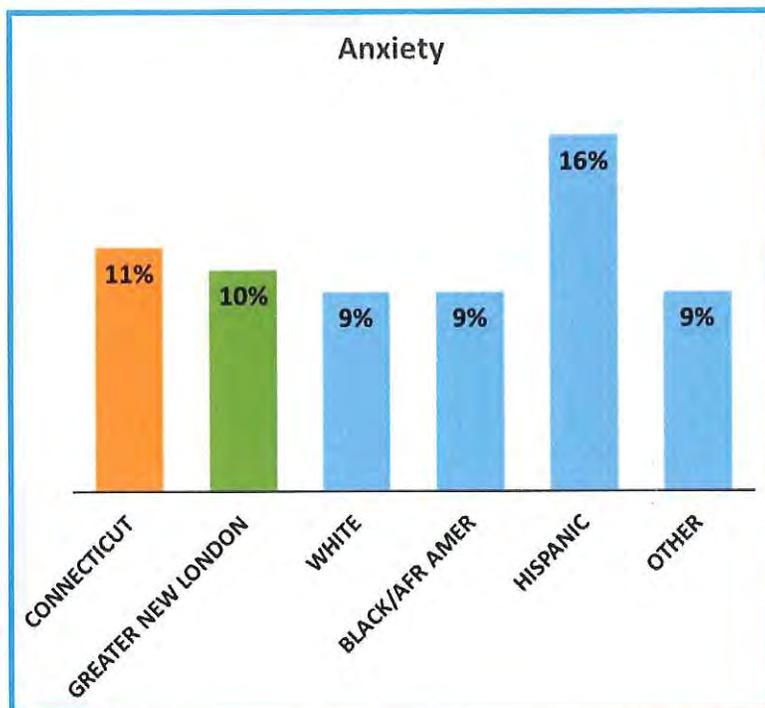
Hispanics were much more likely than the population overall to depression and anxiety in the Wellbeing Survey. Community key informants have theorized that this could be a combination of multiple factors, including, for immigrants, feeling loss associated with leaving their country of origin or concern over their or a family member's immigration status.



Source: 2015 Wellbeing Survey

Mental and Emotional Wellbeing

For 2015, Depression was the 4th most prevalent condition among hospitalizations in the Inpatient and ED Non-Admission settings for area residents. (CT Hospital Association)



Source: 2015 Wellbeing Survey

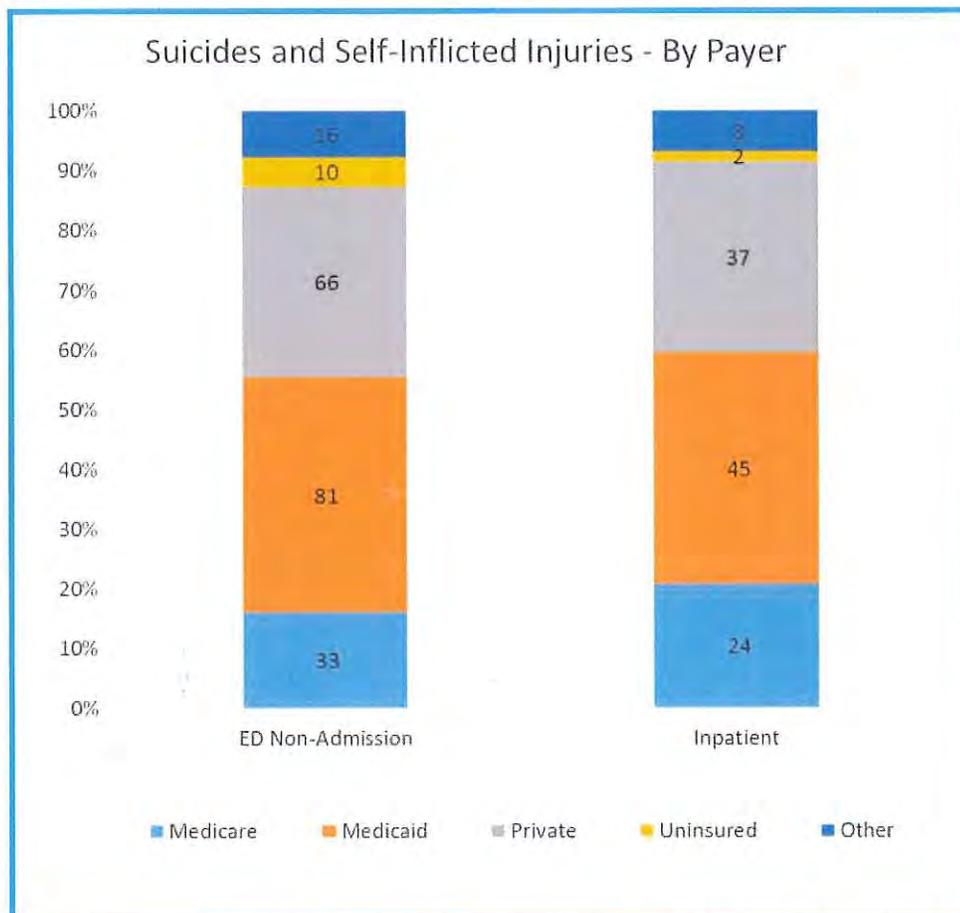
These responses indicate the need for culturally and linguistically sensitive mental health care in Greater New London. In addition to ensuring care is available and accessible, work should be done at the community level to decrease any stigma associated with seeking mental health care.

Suicide and self-inflicted injuries result from multiple intersecting factors. Causes are individualized and may include multiple intersecting health and environmental factors. Common warning signs of suicide include individuals talking about suicide or wanting to hurt themselves, increasing substance abuse, and having changes to their mood, diet or sleeping patterns. Research shows that suicide can be prevented—on-going support as well as crisis intervention can stop someone who is considering suicide from taking their life. In addition to increasing awareness and understanding of suicide and suicide prevention through community education, environmental interventions can be effective in preventing people from taking their lives or hurting themselves. Environmental interventions include suicide prevention hotlines, suicide prevention signage and safety nets on bridges and measure that reduce access to guns and medications.

20% of residents in Greater New London have Medicaid but Medicaid beneficiaries account for 40% of all hospital encounters for suicides and self-inflicted injuries.

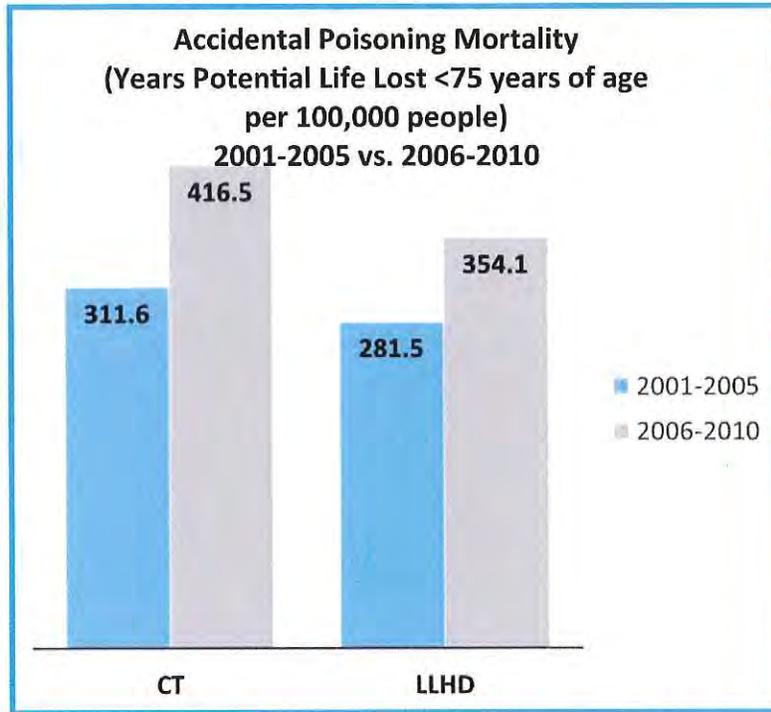
(CT Hospital Association)

Suicide and Self-Inflicted Injuries



Source: CT Hospital Association

A report from the Association for Healthcare Research and Quality states that, nationally, between 2006 and 2011, the rate of ED visits for substance-related disorders (not including alcohol) increased 48%. Over the same time period, ED visits for alcohol-related disorders increased 34%. Accidental poisoning as a cause of death includes overdoses from alcohol or drugs. While not all these cases are related to an overdose, the increase at both the state and local levels between these two five-year periods could indicate a growing problem with use



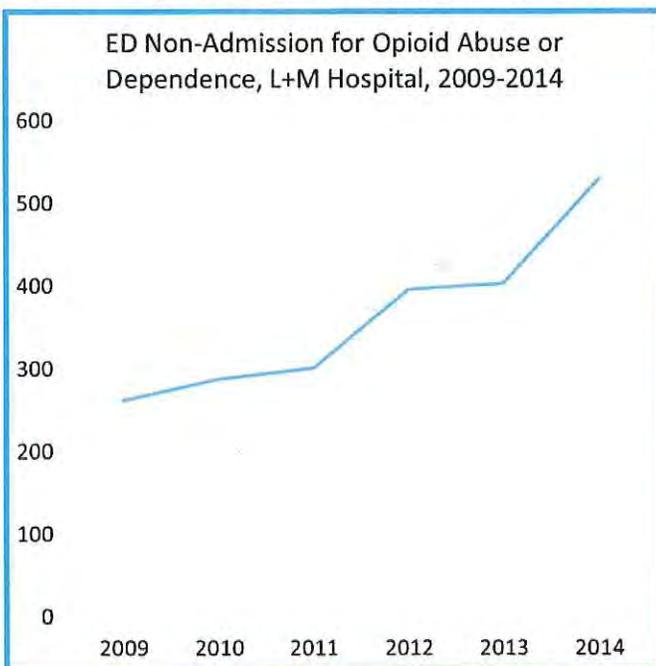
Source: CT DPH

Substance Abuse and Overdoses

of substances.

For 2015, Alcohol and Substance Abuse was the 5th most prevalent condition among hospitalizations in the Inpatient and ED Non-Admission settings for area residents. (CT Hospital Association)

In 2015, local, state and national news began to focus on a “heroin epidemic”. Even before this, ED encounters at L+M for opioid abuse were rising—more than doubling between 2009 and 2014. Opioid



Source: CT Hospital Association

abuse includes both the misuse of prescription drugs and use of “street” heroin. Much attention has been paid to the abundance and availability of prescribed opioids. While these medications can be effective in controlling pain, they are also highly addictive. In some cases, the person who is prescribed the medication becomes addicted and in other cases, someone else accesses unused pills. Prescribing practices and disposal of unused medications can both impact access to opioids.

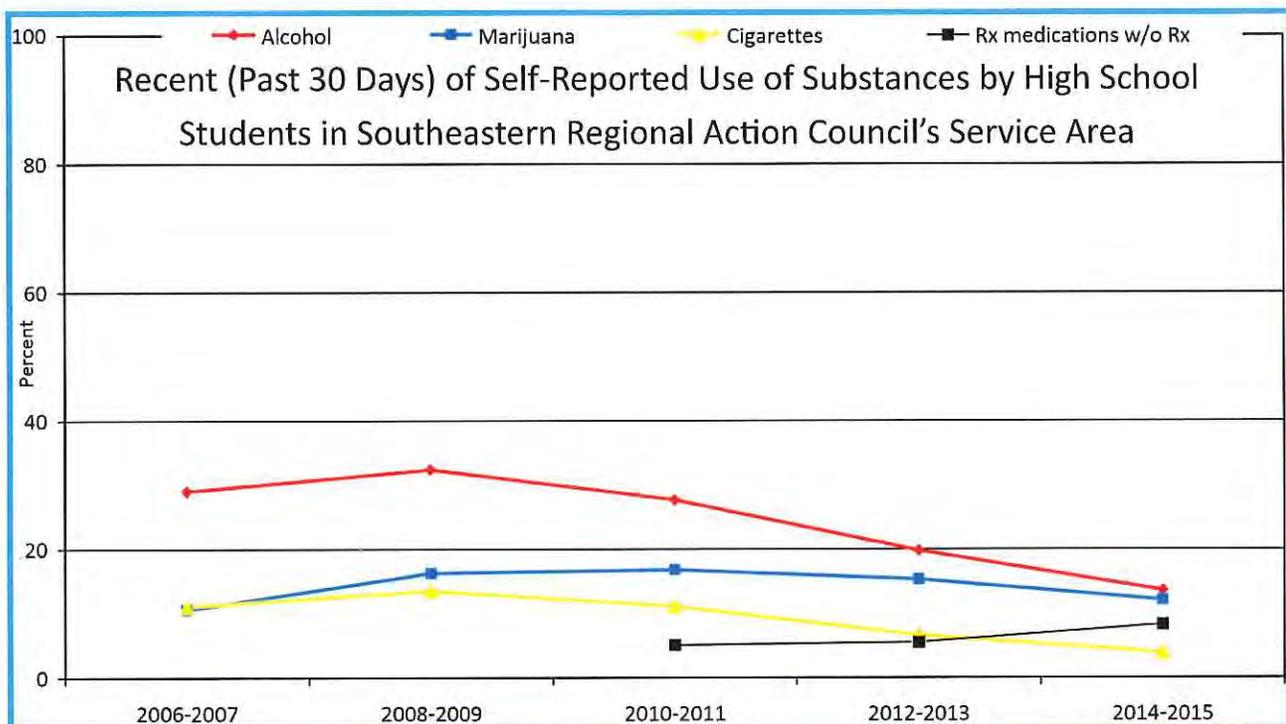
Preventing substance use among youth is seen as particularly important, both in order to prevent illness and injury among teens and to develop healthy habits that will decrease the likelihood of misusing alcohol or drugs as an adult. Across the region, lifetime and recent use of drugs is on par with or lower than U.S. rates. Evidence shows that when youth perceive substances to be harmful, they are less likely to use them. Use of alcohol and tobacco has decreased since 2008, which is associated with a simultaneous increase in the perception of harm of those substances.

Marijuana use by teens has been somewhat steady following an increase between 2006 and 2008. The reported perception of harm of marijuana has been decreasing, possibly a reflection of the growing number of places across the country that have legalized either medical or recreational use.

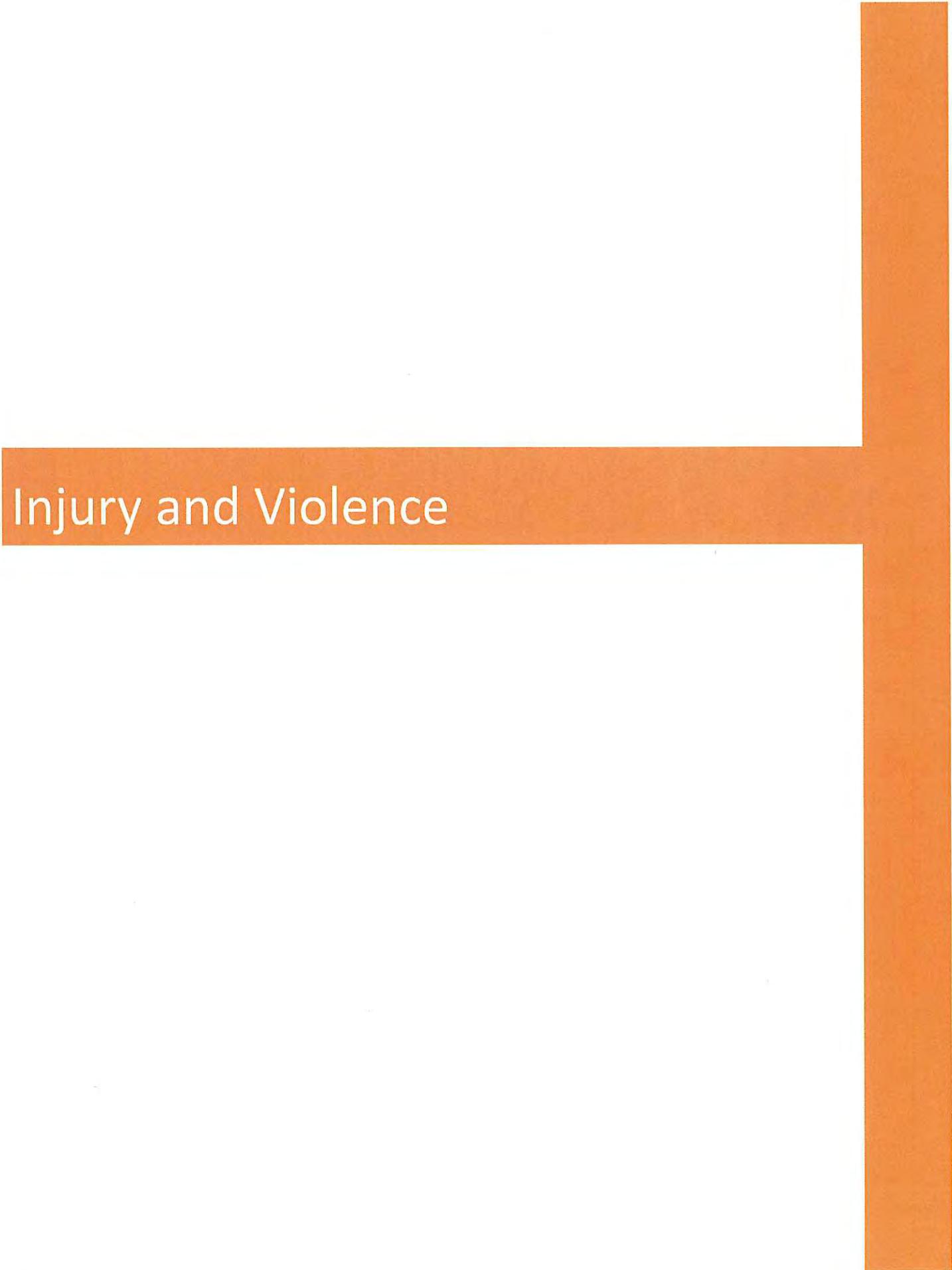
There is a troubling increase in the reported misuse of prescription drugs by teens in the region. This trend is worrisome as the most commonly misused prescription drugs are opioid pain

Substance Abuse Among Youth

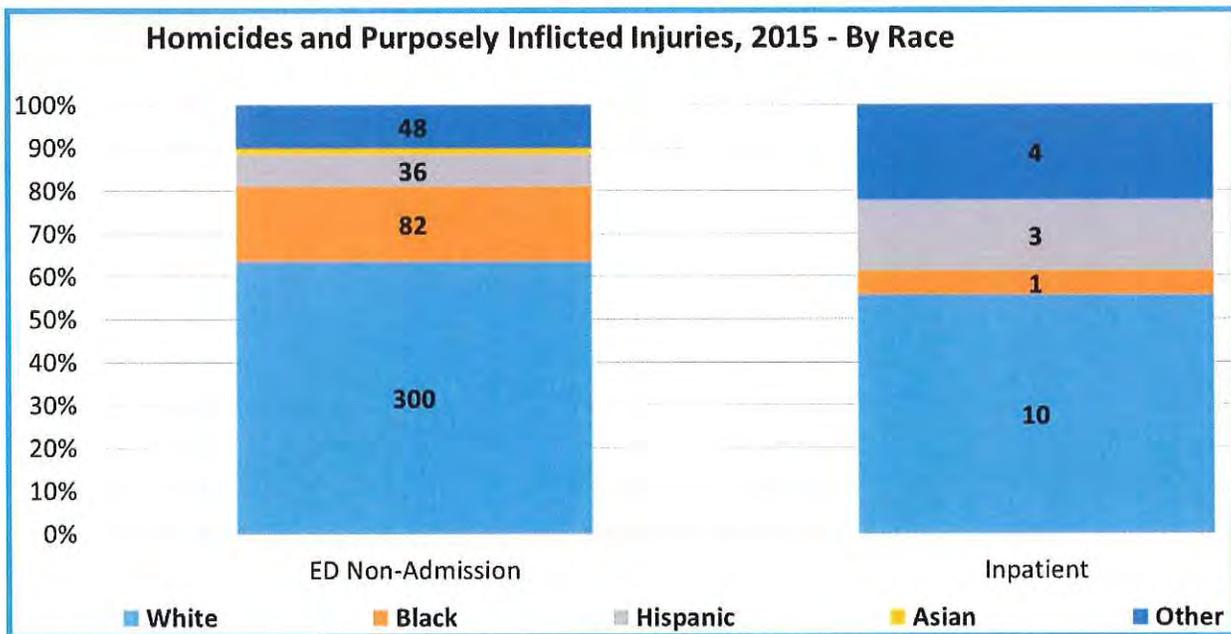
relievers, which are highly addictive. Studies show that addiction to opioid prescription drugs can lead to heroin use, another opioid which can be less expensive than illegally purchased prescription drugs.



Source: SERAC



Injury and Violence

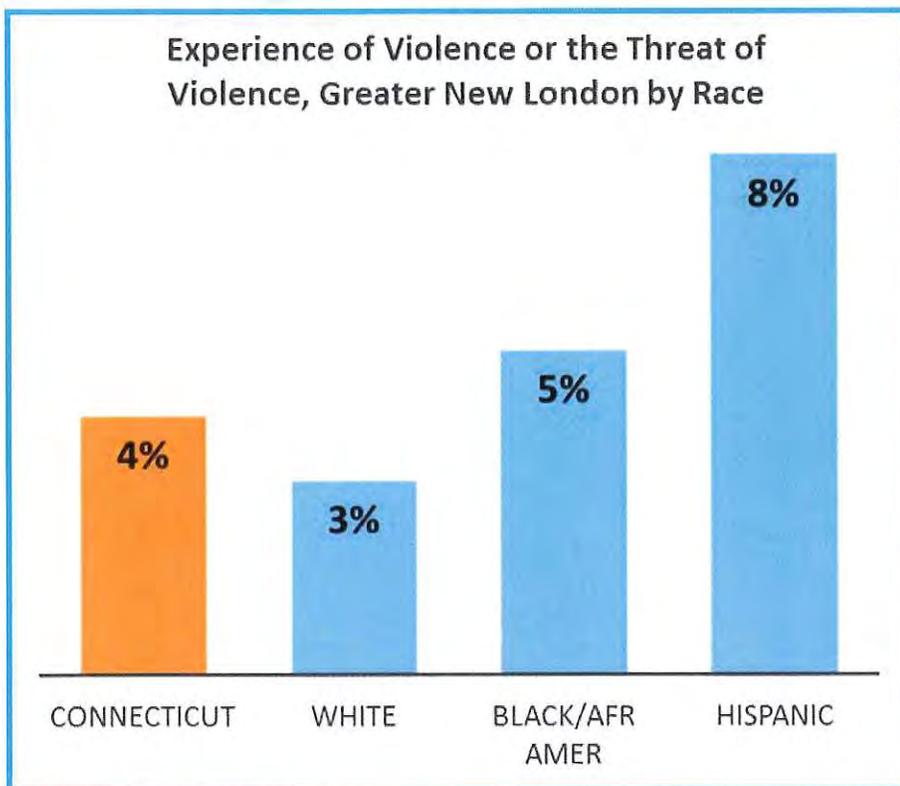


Source: CT Hospital Association

Racial disparities are evident in both the hospital encounters for violence and the reported experience of respondents to the Wellbeing Survey. While Blacks account for 6% of the Greater New London population, they made up 17% of the ED encounters and 22% of

Violence

hospital admissions for homicides and purposely inflicted injuries. Hispanics reported the experience or threat of violence at double the overall rate.

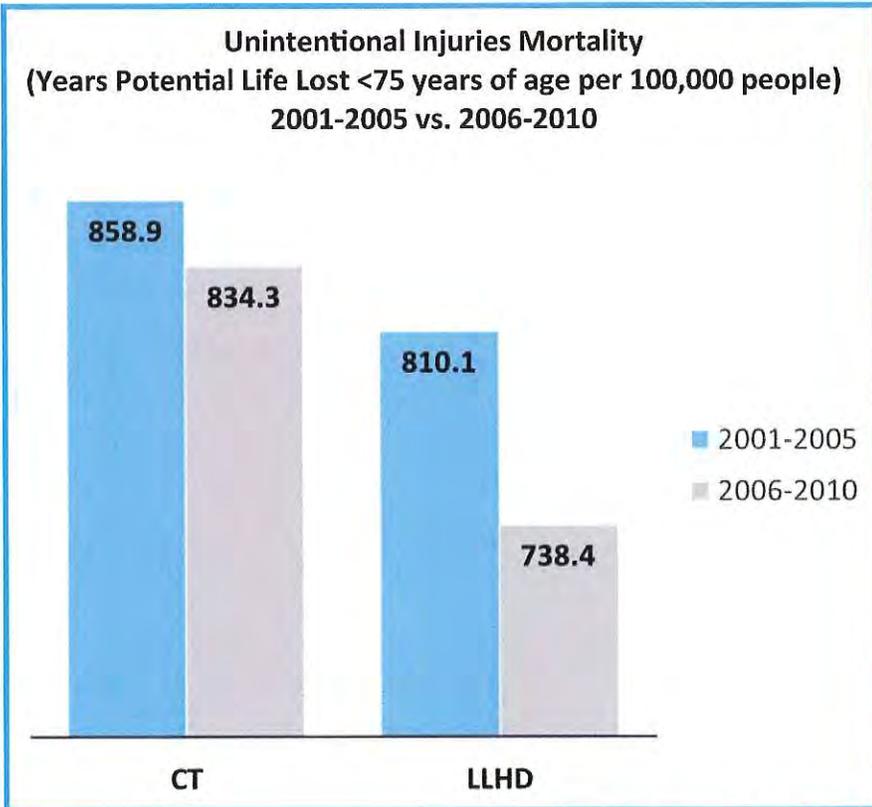


Teen focus group participants report feeling less safe in their neighborhoods due to increased drug activity, people being shot at, and "strange people walking around."

Source: 2015 Wellbeing Survey

While mortality from unintentional injuries overall decreased between the two five year periods 2001-2005 and 2006-2010 at both the state and local levels, mortality in Greater New London related to falls increased.

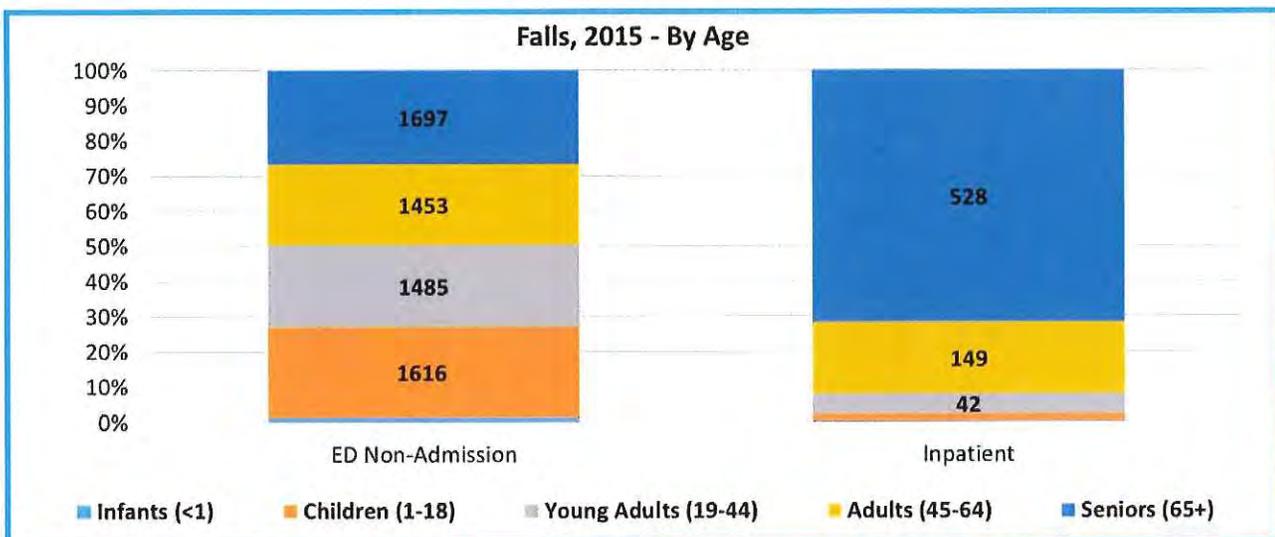
For 2015, ED non-admissions for falls for residents of Greater New London were almost evenly divided among the age groups 1-18, 19-44, 45-64 and 65+. Inpatient admissions however were



Source: CT DPH

Unintentional Injuries

heavily skewed toward the 65+ age group, demonstrating the increased likelihood of more severe complications from a fall for the elderly.



Source: CT Hospital Association



Environmental Risk Factors and Health

Before 1978, lead was used as an additive to paint used in houses. The age of the housing stock in Greater New London means that numerous homes may have layers of leaded paint on doors, windows, porches or walls. When this paint chips or peels lead dust can be ingested or inhaled. Lead can also be found in soil outside of older homes and in ceramic dishes, crystal and other items.

Children in Connecticut are required to be tested for lead at about ages one and two. In New London County, less than 20% of children receive both tests as mandated. (CT DPH)

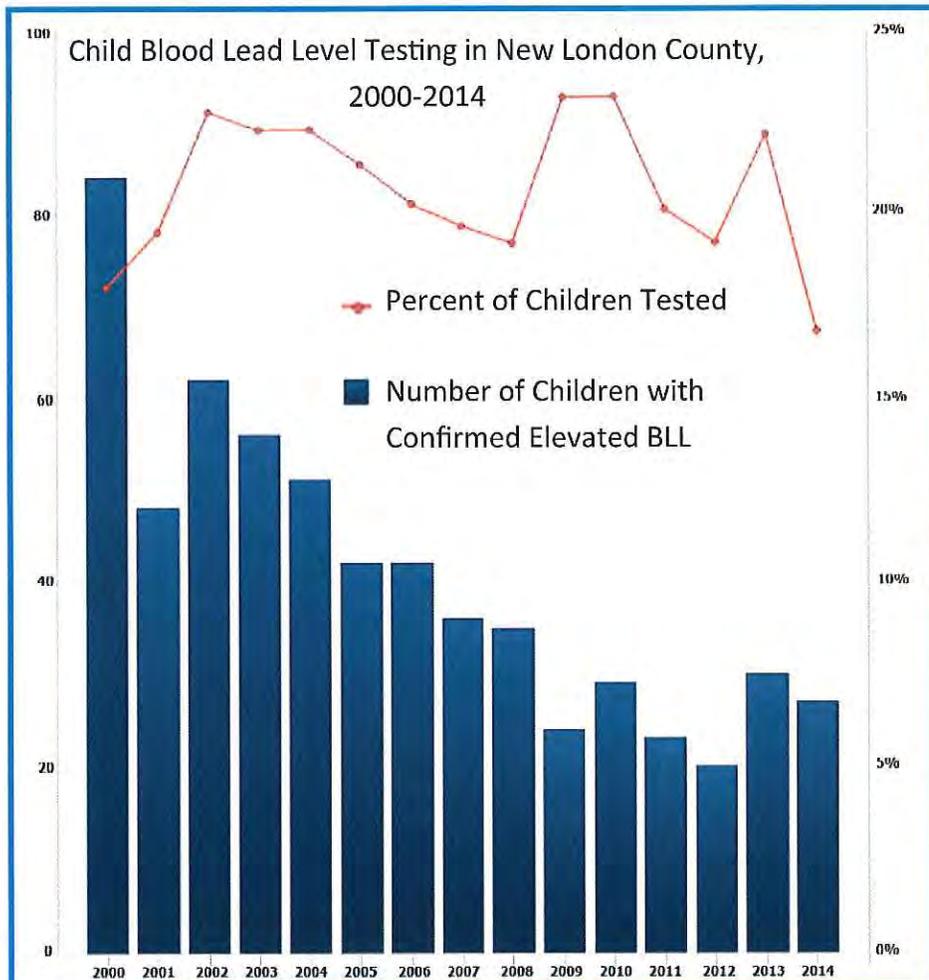
Local health departments including LLHD and Uncas Health District are charged with taking action when a child with elevated blood lead levels is identified. While the numbers of children with elevated blood lead levels in New London County have been under 40 per year for the last 10 years, lead poisoning remains a substantial public health concern as there is potential for severe and life-long health and developmental repercussions. While the Connecticut General Statutes designates certain

Lead

blood lead levels as actionable by health departments, no level of lead is safe. Lead poisoning can cause growth

problems, hearing loss, learning problems, brain and neurological damage and even death.

Extensive research has noted correlations between elevated blood lead levels and poverty and renter-occupied housing.



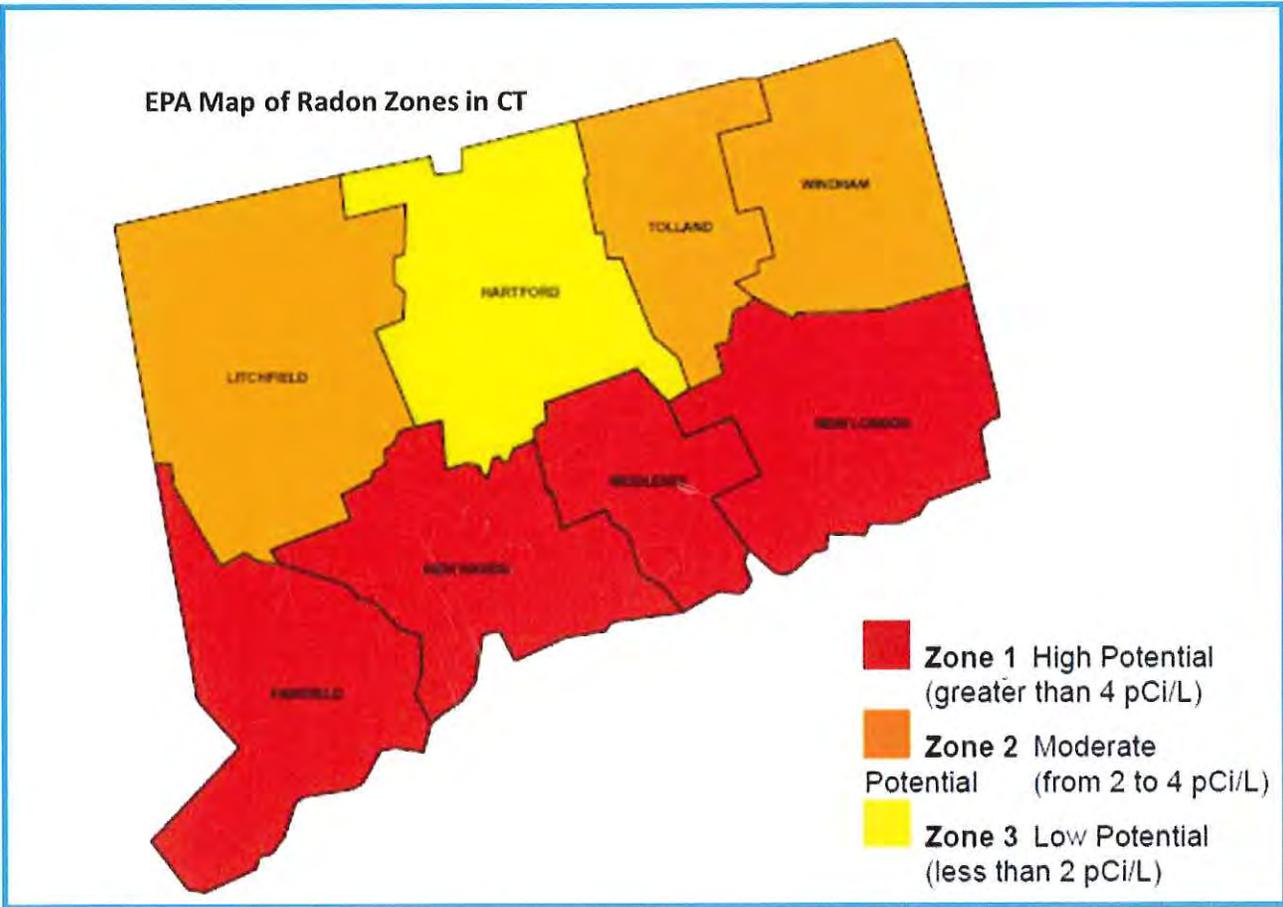
Source: CT DPH

Radon is a gas that forms when radioactive elements break down in rocks, soil and groundwater. Radon occurs naturally in some areas more than others. The EPA designates Greater New London, along with the entire southern coast of Connecticut, as a Zone 1, having high potential for radon exposure.

Radon is the second leading cause of lung cancer after cigarette smoking (CDC); the high potential for exposure in the area may be contributing to the locally high rates of lung cancer.

On the map below, each zone designation reflects the average short-term radon measurement that can be expected to be measured in a building without the implementation of radon control methods. The radon zone designation of the highest priority is Zone 1, which is the designation of New London County.

Radon



Source: EPA

Next Steps

Understanding health and wellbeing and their contributing factors for the southeastern CT region is critical; addressing the question of how to impact identified issues is equally, if not more, important. Following the analysis of data collected through this Community Health Assessment, the Southeastern CT Health Improvement Collaborative (Collaborative) engaged in a process to prioritize issues and develop strategies to improve health and well-being in the region. The Community Health Improvement Plan developed by the Collaborative is a dynamic

document that serves as a roadmap for interventions going forward.

This work follows a collective impact model, one which is effective when addressing entrenched social and community issues. Collective impact begins with the idea that large-scale social change requires broad cross-sector coordination and occurs when organizations from different sectors agree to solve a specific problem. The key elements of collective impact include creating a common agenda, aligning and coordinating efforts, using common measures of success, maintaining excellent communication among partners, and facilitating through a “backbone organization.”



Collective Impact

HOW Use a Balanced Portfolio of Interventions for Greatest Impact

- Action in one area may produce positive outcomes in another.
- Start by using interventions that work across all four action areas.
- Over time, increase investment in socioeconomic factors for the greatest impact on health and well-being for all.



Future work should focus on continuing to untangle the complex interactions among socioeconomic status, physical environment, individual health behaviors and clinical care—all factors that impact health and wellbeing.

Community Health Improvement Plan



Collective Action to Create a Healthier Community

SE CT Health Improvement Collaborative Steering Committee Members

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 Karen Ethier-Waring, LMFT, Director of Clinical Services, Child and Family Agency of SECT
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 Juliet Hodge, Director of Economic Development and Marketing, Southeastern CT Enterprise Region
 Carol Jones, Director Medical/Housing Case Management, Alliance for Living
 Amanda Kennedy, Director of Special Projects, Southeastern CT Council of Governments
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 Patrick Lynch, M.ED, Assistant Director of College/School Partnerships, Connecticut College
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 Janeen Ortiz, Center Manager, Planned Parenthood of Southern New England
 Michael Passero, Mayor, City of New London
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We are grateful to the many Connecticut College students who have participated in our discussions and work.

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Over the course of one year, L+M Hospital (L+M) and Ledge Light Health District (LLHD) worked with the community partners on the SECT Health Improvement Collaborative (Collaborative) to collect and analyze the local health data presented in the Community Health Assessment (CHA) which accompanies this Community Health Improvement Plan (CHIP). The CHA examined leading health indicators in eight domains: social determinants of health; health systems and access to care, chronic disease, infectious disease, maternal and infant health, mental health and substance abuse, injury and violence, and environmental risk factors and health. The indicators explored were limited to those for which there were local data available. As a result of very limited local population health data on children, the CHA is predominately focused on the health status of adults in the community. The CHA brought to light certain areas of concern, where statistical analysis documented a disparate burden of disease, illness, injury, social or economic condition or limitation in healthcare access. While the work to produce the CHA and understand health and well-being and their contributing factors was crucial, addressing the question of how to impact identified issues is equally, if not more, important. This document identifies the health issues selected by the Collaborative for immediate action and objectives and strategies for each.

It is important to note that this Community Health Improvement plan is a dynamic “living document”. In the absence of unlimited funding, people resources and influence in social and economic systems, it was necessary to “start some where” and the prioritization process identified in this document helped the Collaborative identify the starting point. Future work will focus on continuing to untangle the complex interactions among the socioeconomic status, physical environment, individual health behaviors and clinical care factors that impact health and well-being as we seek to better understand the priority issues. The CHIP will continue to evolve and reflect that changing understanding as well as new partners and strategies that join the effort.

For questions about this plan or to find out more about the Southeastern Connecticut Health Improvement Collaborative, please contact the leadership team:

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Following the completion of the CHA, the Collaborative engaged in a process to prioritize issues and develop strategies to improve health and well-being in the region. The prioritization process included several rounds of review, discussion and group prioritization exercises:

- As the CHA was being edited and finalized, the leadership team from L+M and LLHD identified 31 indicators from the eight domains on which the region or a group within the region was an outlier. Efforts were taken to define the indicators as specifically as possible and to identify where certain groups were experiencing disparate health outcomes in the community. The 31 indicators are listed as Appendix A.
- In May 2016, 35 community partners (listed in Appendix B) participated in a data review and prioritization process using an objective scoring tool (attached as Appendix C), focused on these 31 indicators. The tool provided a frame for each participant to independently score each indicator on relevance (“how important is the issue?”), impact (“what do we get out of addressing it?”), and feasibility (“can we do it?”). The indicators were ranked according to their overall score—both within their domains and within the complete list.
- The leadership team then took effort to group the eight domains into four categories: social determinants/health systems; chronic disease; maternal-child health/infectious disease/environmental risk; and mental health/substance abuse/injuries and violence. At the June meeting of the Collaborative, members voted by selecting their top three indicators in each category. Following the meeting, members were given another opportunity to vote for their top twelve indicators, this time not categorized.

In addition to these group exercises by the Collaborative, input was solicited from the residents who had participated in the CHA focus groups, the community at large through the LLHD website, the Directors of Health for LLHD and Uncas Health District, and the ACHIEVE New London Collaborative (a group focused on chronic disease prevention). All told, over 65 individuals, presenting a broad range of perspectives, participated in the prioritization work.

Throughout all these prioritization exercises and discussions, five indicators consistently rose to the top of the list. The leadership team grouped them under three areas of focus and presented them to the Collaborative for input and approval:

- Improve the conditions that support mental wellbeing and reduce substance use. Indicators:
 - ⇒ opioid use
 - ⇒ anxiety/depression among minorities
- Support and nurture healthy lifestyles. Indicator:
 - ⇒ contributing factors to diabetes
- Ensure access to care. Indicators:
 - ⇒ prenatal care and related birth outcomes
 - ⇒ access to care for the low-income population

Subsequent meetings of the Collaborative included analysis of strengths, weaknesses, opportunities and threats in the region for each area of focus followed by the definition of goals and objectives, the creation of strategies, and the development of other plan elements. The resulting CHIP is a dynamic document that serves as a roadmap for interventions going forward.

This work follows a collective impact model, one which is effective when addressing entrenched social and community issues. Collective impact begins with the idea that large-scale social change requires broad cross-sector coordination and occurs when organizations from different sectors agree to solve a specific social problem. The key elements of collective impact include creating and following a common agenda, aligning and coordinating efforts to ensure that they are mutually reinforcing, using common measures of success, maintaining excellent communication among partners, and facilitating through a “backbone organization.” The Collaborative shares the responsibility to ensure that the strategies identified are implemented and that impact is measured. It can work to build capacity of existing efforts on a particular issue or take leadership on issues not being addressed. A tracking tool will be developed in order to enable the Collaborative to monitor progress on prioritized issues. The Collaborative leadership team will maintain transparency in all activities, communicate regularly with the Collaborative, and facilitate the ongoing efforts of the group.

Throughout the work of the Collaborative to date and going forward, the group has operated within values that include:

- Intentional creation of a culture of trust
- Authenticity in seeking community involvement
- Inclusiveness
- Respectfulness of cultural considerations and differences
- Social justice

At the June meeting of the Collaborative, members began discussing a vision statement that would reflect these values as well as some of the common themes that emerged from the CHA when residents were asked about their visions of a healthy community. As the work continues, the resulting draft vision statement will be refined and have an accompanying mission statement:

Southeastern Connecticut is a community healthy in body and mind that promotes access, healthy equity, social justice, inclusiveness and opportunities for all!

Priority Area: Mental Well-being and Substance Abuse

Priority Area and Indicators

Improve the conditions that support mental wellbeing and reduce substance use.

Indicators: Opioid Use and Anxiety/Depression among Minorities

Goals

Objectives

Ensure systems are in place to support mental and emotional wellbeing in our community

By January 2018, better understand the characteristics of people living with opioid addiction in order to inform prevention activities.

By January 2018 identify and understand local disparities related to anxiety and depression and take concrete action to improve local mental health systems of care.

Objective 1

By January 2018, better understand the characteristics of people living with opioid addiction in order to inform prevention activities.

Community Needs	Populations at Risk/ Disparities	Root Causes
<p>In 2015, alcohol and substance abuse was the 5th most prevalent condition among hospitalization (inpatient and ED) among area residents.</p>	<p>All residents</p>	<p>trauma, frontal lobe development, experimentation, family stressors, mental health issues, ready access to Rx opioids, vulnerable subpopulations (to be identified)</p>
<p>ED encounters at L+M for opioid abuse more than doubled between 2009 and 2014.</p>		
Existing Community Assets		People to Bring to the Table
<p>various community coalitions including community prevention coalitions, first responders, municipal leaders, social service agencies, healthcare/treatment providers, SERAC, LLHD</p>		<p>entities coordinating the various community efforts, MPH students to contribute to research, first line providers for research collaboration</p>

Objective 2

By January 2018 identify and understand local disparities related to anxiety and depression and take concrete action to improve local mental health systems of care.

Community Needs	Populations at Risk/ Disparities	Root Causes
Substantially fewer people earning less than \$30K report trusting people in their neighborhood	Low income residents	poverty, lack of culturally sensitive services, transportation, social isolation, immigration/newcomer issues, emotional stressors, stigma, trauma
Hispanics were much more likely than Whites or Blacks to report depression, hopelessness, and/or anxiety	Hispanics	
Medicaid participants are disproportionately represented-at twice the rate-among residents with ED Non-Admissions for suicides and self-inflicted injuries	Medicaid beneficiaries	
Existing Community Assets		People to Bring to the Table
FQHCs, private providers, L+M/LMMG, Southeastern Mental Health Authority, Sound Community Services		Hispanic provider group through Hispanic Alliance

Priority Area: Healthy Lifestyles

Priority Area and Indicators

Support and nurture healthy lifestyles

Indicators: Contributing factors to diabetes

Goals

Objectives

Increase healthy food consumption and physical activity—both contributing factors to diabetes, to reduce incidence, particularly among minority populations

By January 2018, identify policy/systems change opportunities and take concrete action in support of healthy food consumption and increased physical activity.

By January 2018, develop a plan and implement a campaign to raise awareness of healthy lifestyles.

By January 2018, identify gaps in the system of care for people with pre-diabetes and create strategies to address those gaps.

Objective 1

By January 2018, identify policy/systems change opportunities and take concrete action in support of healthy food consumption and increased physical activity.

Objective 2

By January 2018, develop a plan and implement a campaign to raise awareness of healthy lifestyles.

Objective 3

By January 2018, identify gaps in the system of care for people with pre-diabetes and create strategies to address those gaps.

Community Needs	Populations at Risk/Disparities
59% of residents with incomes below \$30K report being food insecure	Low income residents
Higher rates of obesity among lower income populations	
42% of residents with incomes below \$30K report never exercising	
34% of residents with incomes below \$30K report having diabetes	Black/African Americans
Higher rates of obesity among Black/African American population	
13% of residents with a high school education or less report having diabetes	Residents with less than HS education

Objective 1

By January 2018, identify policy/systems change opportunities and take concrete action in support of healthy food consumption and increased physical activity.

Objective 2

By January 2018, develop a plan and implement a campaign to raise awareness of healthy lifestyles.

Objective 3

By January 2018, identify gaps in the system of care for people with pre-diabetes and create strategies to address those gaps.

Root Causes	Existing Community Assets	People to Bring to the Table
Food insecurity, inadequate nutrition education, access to safe spaces to recreate, built environment deficits, food deserts, excessive screen time	Mobile market, community gardens, farm to school programs, school food programs, summer feeding program, produce at food banks, parks and rec programs/scholarships, organized sports, public parks, NLC Food Policy Council, Gemma Moran Food Center, WIC program, Youth centers, Diabetes Prevention Programs, Joslin Diabetes Center, LLHD, L+M Hospital/LMMG, SECT Health Improvement Collaborative,	schools

Priority Area: Access to Care

Priority Area and Indicators

Ensure Access to Care

Indicators: Prenatal Care and Access to Care for Low-Income Populations

Goals	Objectives
<p>Increase access to equitable and quality health care for low income residents.</p>	<p>By January 2018, increase understanding of community needs and misalignments between local systems of care, transportation systems and other factors impacting access, and take concrete action to increase access to equitable and quality health care.</p>
<p>Ensure systems are in place to support healthy pregnancies and positive birth outcomes for all SECT residents.</p>	<p>By January 2018, identify and understand local disparities with regard to prenatal care, low birthweight, neonatal abstinence syndrome and infant mortality, and take concrete action to improve local systems that improve these birth outcomes.</p>

Objective 1

By January 2018, increase understanding of community needs and misalignments between local systems of care, transportation systems and other factors impacting access, and take concrete action to increase access to equitable and quality health care.

Community Needs	Populations at Risk/Disparities	Root Causes
31.5% of all ED visits by residents of Greater New London were for Ambulatory Care Sensitive Conditions	Medicaid beneficiaries/Blacks	Insurance status, cost, hours of available appointments, transportation, cultural and linguistic competence of providers
At-risk groups are more than twice as likely to receive care in the ED 3 or more times in the past 12 months compared to the overall population	HS or less education/<\$30k income group/Black/Hispanic	
1 in 5 residents of Greater New London delayed getting needed medical care in the past 12 months.	Low income residents	
Existing Community Assets		People to Bring to the Table
FQHCs, private providers, SECT Health Improvement Collaborative, SEAT and other transportation providers, SECOG, SECTER, SMHA		SEAT, SECOG

Objective 2

By January 2018, identify and understand local disparities with regard to prenatal care, low birthweight, neonatal abstinence syndrome and infant mortality, and take concrete action to improve local systems that improve these birth outcomes.

Community Needs	Populations at Risk/ Disparities	Root Causes
Infant mortality rate in LLHD was 7.2 per 1,000 live births in 2013.	State data suggest Blacks and Hispanics	Insurance status, lack of awareness of importance of prenatal care, lack of transportation, maternal mental health, tobacco use, nutrition, food insecurity, maternal chronic illness, pattern of avoidance of Ob/Gyn care, hiding pregnancy, chronic maternal stress
16.1% of births in LLHD did not receive adequate prenatal care in 2013.		
7.7% of births in LLHD resulted in infants of low birth weight in 2013		
There was an increase of 60% in the number of babies born at L+M Hospital with neonatal abstinence syndrome.	State data suggest Whites and Medicaid	Overprescribing/availability/affordability of opiates, limited access to alternative pain management
Existing Community Assets		People to Bring to the Table
L+M, SCADD, Sound Community Services, Private providers, FQHCs		SCADD, Private providers

Appendices

Indicator
ACS Condition ED Visits
Anxiety
Asthma
Births to Teens
Cancer
Cardiovascular Disease
Chronic Lower Respiratory Disease
Depression
Diabetes
Employment
Falls
Food
Gonorrhea
Healthcare Delay
Hepatitis C
Housing
Hypertension
Infant Mortality
Lead Poisoning
Low Birthweight
Opioid Use
Oral Health
Prenatal Care
Repeat ED Visits
Sexually Transmitted Infection
Social Cohesion
Suicide
Tobacco
Transportation
Vandalism
Violence

Community Health Assessment Prioritization Event

Wednesday, May 18, 2016 from 10:30 AM to 1:30 PM (EDT)

Last Name	First Name	Organization
Boushee	Emily	Senator Murphy's Office
Brown	Megan	TVCCA
Clarke	Stephanye	Universal Healthcare Foundation
Cowser	Nancy	UCFS
Crook	Kathleen	L+M Healthcare Board of Directors
Cummings	Bruce	L+M Healthcare
Devine	Michele	SERAC
Eaccarino	JoAnn	Child and Family Agency
Gomez	Judelysse	Connecticut College
Jukoski	Mary Ellen	L+M Healthcare
LENZINI	MARY	Visting Nurse Association of SECT
Lokken	Jerry	Town of Groton Parks and Recreation
Lynch	Patrick	Connecticut College
MacKenzie	C. Stephen	SECTOR
McCarthy	Cathy	L+M Healthcare
Melendez-Cooper	Alejandro	Hispanic Alliance
Milstein	Jeanne	City of New London
OBrien	Jennifer	Community Foundation of ECT
Oefinger	Mark	Town of Groton
Parker	Kathy	Community Foundation of ECT
Pellett	Ocean	United Action CT
Poirier	Cherie	Eastern Area Health Education Center
Pratt	Ann	CT Citizens Action Group
Reiner	Jonathan	Town of Groton Planning
Scott	Michele	Mashantucket Pequot Tribal Nation
Sears-Graves	Dina	United Way of SECT
Sistare	Linda	Citizen
Sistare	Kent	Ledge Light Health District Board of Directors
Smith	Stephen	Community Health Center New London
Smith	Natalie	L+M Healthcare
Soto	Chris	Higher Edge
Stockton	Annie	United Way of SECT
Sullivan	Colleen	UCFS
Taylor	Cindi	Visting Nurse Association of Old Lyme
Wilson	Melinda	UCFS

Rating and Ranking Worksheet

Step 1: Rate Key Findings using Criteria

Instructions: Rate each Key Finding based on how well it meets each of the criteria provided.

Rate 1 – 10, with 1=very low and 10=very high

Add your four ratings for each key finding

Step 2:

Rank key findings

DOMAIN:	Selection Criteria			Total Score	Rank order of key findings
	Relevance <i>How important is it?</i>	Impact <i>What will we get out of it?</i>	Feasibility <i>Can We do it?</i>		
Key Findings	-Burden (magnitude, severity, economic cost, urgency) of the issue	-Effectiveness	-Community capacity		Referring to your total score numbers, rank order each of the key findings with a 1 being the key finding with the highest total score, 2 being the key finding with the second highest score, etc.
	-community concern	-Coverage	-Technical capacity		
	-focus on equity and accessibility	-Builds on or enhances current work	-Economic capacity		
		-Can move the needle and demonstrate measureable outcomes	-Political capacity/will		
			-Socio-cultural aspects		
			-Ethical aspects		
			-Can identify easy short-term wins		

Greer, Leslie

Subject: FW: OHCA Conditions Document for Docket Numbers: 15-32033-CON and 15-32032-CON
Attachments: Yale New Haven Summary of Conditions (102116).pptx

From: Capozzalo, Gayle [<mailto:Gayle.Capozzalo@ynhh.org>]
Sent: Friday, October 21, 2016 2:18 PM
To: Martone, Kim
Cc: Rosenthal, Nancy; Tamaro, Vincent; Willcox, Jennifer; Aseltyne, Bill; O'Connor, Christopher; Perrone, Brett
Subject: OHCA Conditions Document for Docket Numbers: 15-32033-CON and 15-32032-CON

Kim,
Attached please find the document we discussed yesterday. Nancy and I attempted to document the discussions that we have had regarding integrating the conditions and providing a coordinated way of addressing them. Once you've had time to review it, we look forward to discussing it with you. You will receive Deloitte's qualifications and workplan early next week. Thank you very much for working with us on this.
Gayle

Gayle Capozzalo
Executive Vice President and
Chief Strategy Officer

789 Howard Avenue
New Haven, CT 06519

Phone: 203-688-2605
Fax: 203-688-3472

Email: gayle.capozzalo@ynhh.org

YaleNewHavenHealth

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Review of OHCA Conditions

Docket Numbers: 15-32033-CON and 15-32032-CON

October 21, 2016

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Review of OHCA Conditions

Strategic Plan

15-32033-CON CONDITIONS 4 / 19 / 32b

Submit Strategic Plan by 3/7/2017
and report for 5 years

15-32033-CON CONDITION 7

Until Capital Commitment Is Satisfied
or 5 years

- YNHSC shall submit a strategic plan by March 7th, 2017 (180 days after Closing Date) demonstrating how health care services will be provided by L+MH for five years following the Transfer Agreement, including any consolidation, reduction, or elimination of existing services or introduction of new services (the “Services Plan”). The strategic plan must include recruiting and retaining eight (8) additional PCPs and other providers to Eastern CT (New London, Windham and Tolland counties). The PCPs are defined as physicians in internal medicine, family practice, pediatrics, OB/GYN and geriatrics. The achievements attained in the strategic plan will be reported semi-annually for the 1st year (60 Days after March 31st and September 30th) and annually thereafter for a total of 5 years (Condition 32f), until March 31, 2021
- YNHSC shall submit to OHCA a narrative report on the resource investments (“Resource Investment Report”) it has made in L+M in semi-annually and its affiliates from the \$300M Commitment Amount. It must include list of expenditures, why the expenditure, and timeframe, and the funding source. The reports shall be signed by L+MH’s or L+M’s Chief Financial Officer. The first reporting period is through March 31st 2017 (Report due May 31st), the second reporting period is April 1, 2017 – September 30th, 2017 (report due November 30th, 2017). Semi-Annual reporting shall continue for 3 years ending September 30th, 2019 (Report due November 30, 2019).

15-32033-CON CONDITION 5

Until Services Plan Submitted

- YNHSC shall provide OHCA with notice of any reallocation of inpatient beds and relocation of outpatient services for L+MH specific to those services that existed at L+MH as of the Decision Date.

15-32033-CON CONDITIONS 18 / 32a

5 Years

- L+M Hospital shall continue to maintain emergency room services, inpatient general medicine services, cardiology services (including emergency and elective PCI), inpatient obstetrics/gynecology services, inpatient behavioral health services, critical care unit services, and oncology services, which such services shall assure patient affordability and adhere to standards of care, quality, and accessibility and reflect local community need. Affirmation that these services will continue for 5 years. Reporting periods will be 60 days after March 31, 2017 and September 30, 2017 (Reports due May 31 and November 30th 2017) and on an annual basis thereafter (60 days after September 30) each year thereafter for a total of 5 years. (Ending September 30th 2021)

Review of OHCA Conditions

Financial Reporting

15-32033-CON CONDITION 6 3 Years

- The Applicants shall file with OHCA the total price (weighted average price for all government and non-governmental payers) per unit of service for each of the top 25 most frequent MS-DRGs (inpatient) and top 25 most frequent CPT codes (outpatient) for L+MH services. This will be reported at the end of each fiscal year for 3 years.

15-32033-CON CONDITIONS 8 3 Years

- YNHSC shall submit to OHCA a semi-annual financial measurement report. This report must show current month and year-to-date data and comparable prior year period data for L+MH and L+M. It includes various financial indicators related to margins, liquidity, leverage, and other statistics. The first reporting period is through March 31st 2017 (Report due May 31st), the second reporting period is April 1, 2017 – September 30th, 2017 (report due November 30th, 2017). Semi-Annual reporting shall continue for 3 years ending September 30th, 2019 (Report due November 30, 2019).

15-32033-CON CONDITIONS 32f 15-32032-CON CONDITION 7c 5 Years

- A five year synergy financial plan will be submitted by March 7, 2017. This plan will provide a 5 year projection of synergies expected broken down by fiscal year, resulting from non-clinical shared services opportunities such as L+M's integration of YNHSC Information Technology systems and platforms, supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M's reduced cost of capital and L+M's participation in population health initiatives. Annually, YNHSC shall also submit reports 100,150,175 or successor reports. The first reporting period for all of the reports is through March 31st (Report due by May 31st). Reporting periods will be 60 days after March 31, 2017 and September 30, 2017 (Report due May 31 and November 30th 2017) and on an annual basis thereafter (60 days after September 30) each year thereafter for a total of 5 years. (Ending September 30th 2021)

Review of OHCA Conditions

Cost and Market Impact Review

Continued

15-32033-CON CONDITION 22

15-32032-CON CONDITION 3

5 Years,
Initiate by 12/7/2016

- YNHHS shall initiate a cost and market impact review, within 90 days (12/7/2016) of the Closing date to establish a baseline cost structure and total price per unit of service for L+MH and LMMG, and establish a cap on the annual increase in the total price per unit of service. YNHHS shall retain an independent consultant, subject to OHCA's approval, to conduct the baseline Cost and Market Impact Review ("CMIR") and annual updates and pay all costs associated with the CMIR. The report shall analyze factors relative to L+MH and LMMG and the Eastern CT market including: a) L+MH and LMMG's size and market share within their primary and secondary service areas; b) L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services in Eastern CT; c) L+MH and LMMG cost and cost trends in comparison to total healthcare expenditures statewide; d) availability and accessibility of services similar to those provided by L+MH and LMMG in their primary and secondary service areas; e) the role of L+MH and LMMG in serving at-risk, underserved and government payer populations, including those with behavioral, substance use disorder and mental health conditions, within their primary and secondary service areas; f) the role of L+MH and LMMG in providing low margin or negative margin services within their primary and secondary service areas; g) general market conditions for hospitals and medical foundations in the state and in Eastern CT; and h) other conditions that the independent consultant determines to be relevant to ensuring that L+MH and LMMG prices do not exceed the market price for similar services in Eastern CT. If the review finds a likelihood of materially increased prices as a result of the affiliation, DPH and YNHHS must meet to create a performance improvement plan to address the conditions and the Commissioner of DPH will determine whether YNHHS is in compliance. Prior to the end of each fiscal year, the consultant will conduct the annual CMIR update and use the results to establish a cap on any increase in the price per unit of service for the upcoming fiscal year. The consultant will report to DPH and provide reports to OHCA within 30 days of completion of the report, which shall be kept confidential. The consultant, in establishing the cap, shall take into consideration the cost reductions resulting from the affiliation and the annual cost of living of the primary service area of Eastern CT.

15-32033-CON CONDITION 23

15-32032-CON CONDITION 4

5 Years

- For purposes of determining the price per unit of service:
 - (a) A "unit of service" for inpatient hospital services shall be a case categorized by an ICD-9-DM/ICD-IO-DM diagnosis code or a Diagnosis-Related Group (DRG) code and identified by the Connecticut Department of Insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently occurring acute care hospital inpatient primary diagnoses, the fifty most frequently provided acute care hospital inpatient principal procedures, and the twenty-five most frequent inpatient surgical procedures.
 - (b) A "unit of service" for outpatient hospital services shall be a procedure or service categorized by a Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding (HCPC) code and identified by the Connecticut Department of Insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently provided outpatient procedures, the twenty-five most frequent outpatient surgical procedures and the twenty-five most frequent imaging procedures performed in the state.
 - (c) A "unit of service" for physician services shall be a work Relative Value Unit (wRVU).
 - (d) The baseline to be established as of the Date of Closing for L+M's total price per unit of service for physician services and inpatient and outpatient hospital services is inclusive of all administrative overhead, other ancillary fees including, but not limited to facility fees and the total price per unit shall reflect the total price of such service.
 - (e) All administrative costs for overhead, ancillary fees, facility fees or any other fees which are reflected in the total price per unit shall be determined by the independent consultant to be within any annual cap established.

Review of OHCA Conditions

Cost and Market Impact Review

Continued

15-32033-CON CONDITIONS 20a / 32c

15-32032-CON
CONDITIONS 1 / 7a
Commercial plan contracts maintained until 12/31/2017, and no rate increase during this period. rate increase subject to price cap until 9/8/2021 for L+MH

- L+MH shall maintain the current L+M Hospital commercial health plan contracts and rates through 12/31/2017, although scheduled increases previously negotiated prior to the date of Closing (9/8/2016) may be maintained. Any L+MH commercial plan contract that expires prior to 12/31/2016 shall be extended to 12/31/2017 and any contracts without an expiration date shall be continued (as of Closing date 9/8/2016), under their current negotiated term, to 12/31/2017. No negotiations for price increases shall take place between 9/8/2016 and 12/31/2017. After 12/31/2017, L+MH shall negotiate new rates based on L+MH's post-Closing cost structure, taking into account price or cost reductions, i.e. efficiencies, achieved as a result of the affiliation. No single system-wide rates shall be imposed and negotiated rates should be reflective of the market conditions of hospitals in Eastern CT. Any annual increase in the total price per unit of service for L+MH shall be subject to a price cap determined through the process identified in OHCA Condition 22 (CMIR process). An annual price cap will remain in place until 9/8/2021 (5 years). Affirmation that commercial Health Plans are in place as of closing date are maintained new contracts and consistent with Conditions 20a, 21a and 22

15-32033-CON CONDITIONS 20b / 32C

15-32032-CON
CONDITION 1
Commercial plan contracts maintained until 12/31/2017, and no rate increase during this period. Rate increase subject to price cap until 1/8/2019 for LMMG.

- LMMG shall maintain the current LMMG commercial health plan contracts and rates through 12/31/2017, unless scheduled increases previously negotiated prior to the date of Closing (9/8/2016) shall be maintained. Any LMMG commercial plan contract that expires prior to 12/31/2016 shall be extended to 12/31/2017 and any contracts without an expiration date shall be continued as of 9/8/2016, under their current negotiated term, to 12/31/2017. No negotiations for price increases shall take place between 9/8/2016 and 12/31/2017. After 12/31/2017, LMMG shall negotiate new rates based on LMMG's post-Closing cost structure, taking into account and price or cost reductions, i.e. efficiencies, achieved as a result of the affiliation. Negotiated rates should be reflective of the market conditions of like medical foundations in Eastern CT. Any annual increase in the total price per unit of service for LMMG shall be subject to a price cap determined through the process identified in OHCA Condition 22 (CMIR process). The process to establish annual price cap will remain in effect from 12/31/2017 until 1/8/2019 (28 months). Affirmation that commercial health plans in place as of closing date are maintained and any new plans are consistent with Conditions 20b, 21b, 22

Review of OHCA Conditions

Cost and Market Impact Review

Continued

**15-32033-CON
CONDITION 21a**

**15-32032-CON
CONDITION 2a**
After Closing

- LMMG and NEMG will align by 1/1/2017. When NEMG is able to charge site specific prices for LMMG physicians and therefore abide by LMMG commercial health plan contracts and price caps, then LMMG and NEMG may merge. OHCA will be notified when the merger is completed.

**15-32033-CON
CONDITION 21b**

**15-32032-CON
CONDITION 2b**
28 Months until 1/8/2019.

- Physicians who are hired, recruited, or contracted by YNHHS to provide services in the primary service area (East Lyme, Lyme, Old Lyme, Groton, Ledyard, Montville, New London, North Stonington, Preston, Salem, Stonington and Waterford) in the following specialties: family medicine, general medicine, internal medicine, OBGYN, endocrinology, and psychiatry, shall be required to bill at the same rate as LMMG until 1/8/2019 (28 months).

Review of OHCA Conditions

Independent Monitor

15-32033-CON CONDITION 15 / 33

15-32032-CON CONDITION 8 By 11/7/16 and for 5 Years

- Within sixty (60) days after the Closing Date, YNHSC shall contract with an independent Monitor who has experience in hospital administration and regulation to serve as a post-transfer monitor. The Independent Monitor shall be retained at the sole expense of YNHSC. Representatives of OHCA and FLIS will approve the Independent Monitor's appointment. The Independent Monitor shall be engaged for a minimum period of two (2) years following the Closing, which may be extended for another year at OHCA's and/or FLIS's discretion. The Independent Monitor will be responsible for monitoring the Applicants' compliance with the Conditions set forth in this Order. The Applicants shall provide the Independent Monitor with appropriate access to L+MH and its applicable records in order to enable the Independent Monitor to fulfill its functions hereunder. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify and monitor compliance with the Conditions set forth herein.
- The monitor shall meet with community representatives six months after the 9/8/2016 Closing date (March 7, 2017) and annually thereafter and shall report to OHCA: a) L+M's compliance with the CON Order and b) the level of community benefits and uncompensated care provided by L+M during the prior period. The Monitor will report to OHCA within 30 days of its on-site reviews and meet with OHCA and FLIS to discuss its written reports. L+M shall provide the monitor with reasonable access to its public filings and facilities and all other financial information necessary for the purposes of carrying out his/her duties. L+MH shall hold a public forum in New London 180 days after the Closing date (March 7, 2017) and not less than annually thereafter during the five year monitoring period to provide public review and comment on the monitor's reports and findings. If the monitor determines that YNHHS and L+MH are substantially out of compliance with the CON conditions, the monitor shall issue a notice to YNHHS and L+MH regarding the deficiency(is). Within two weeks of receiving the notice, the monitor will convene a meeting with representatives of YNHHS and L+MH to determine an appropriate corrective plan of action. If the plan is not implemented by YNHHS and L+MH satisfactory to the monitor within thirty (30) days of the meeting, the monitor shall report the noncompliance and its impact on health care costs and accessibility to OHCA. OHCA will determine whether the non-compliance has had a material negative impact and what remedy is reasonably necessary to bring YNHHS and L+MH into compliance and shall have the right to enforce these conditions by all means and remedies available to it under law and equity, and the right to impose and collect a civil penalty. In the event OHCA determines that YNHHS and L+MH are in material non-compliance, OHCA may order YNHHS and L+MH to provide additional community benefits as necessary to mitigate the impact.

15-32033-CON CONDITION 16 2 Years

- The Independent Monitor will report to both OHCA and FLIS, conduct on-site visits no less than a semi-annual basis, and report to OHCA within 30 days of the on-site review. As necessary, the Independent Monitor will meet with OHCA and FLIS to discuss its written reports. At a minimum, two years duration.

Review of OHCA Conditions

Community Benefit

**15-32033-CON
CONDITION 11**
3 years

**15-32033-CON
CONDITION 31/32h**
5 years

- The Applicants shall apply no less than a 1% increase per year, for the next 3 fiscal years, toward the L+MH's community building activities in terms of dollars spent, consistent with L+M's most recent Scheduled H of IRS Form 990 and its Community Health Needs Assessment (CHNA). . Annually, for 3 years (ending September 30, 2019), YNHSC shall identify the amounts and uses related to community benefits and community building and shall discuss how such investments and support are being applied toward the health needs identified in the CHNA and population health management objectives. Such reporting shall be filed within 30 days of the end of the fiscal year and shall be posted on L+MH's website. Condition 31 – submission to OHCA of the 2016 CHNA and CHIP has been completed.
- After the 3 years, and for the subsequent 2 years of the total 5 year period, L+M and YNHSC will be provide at least the same level of community benefit consistent with L+MH's most recent Schedule H with IRS Form 990 and its CHNA. The narrative should provide a description of L+MH's community benefit commitments in the communities L+M serves and amounts spent.

**15-32033-CON
CONDITION 12**
3 Years

- The Applicants shall work toward making culturally and linguistically appropriate services available and integrated throughout L+MH's operations. Specifically, the Applicants shall ensure that L+MH shall take reasonable steps to provide meaningful access to each individual with limited English proficiency eligible to be served or likely to be encountered in its health programs and activities, in accordance with the implementing regulations of Section 1557 of the Patient Protection and Affordable Care Act. Additionally, the Applicants shall provide at L+MH, appropriate insurance navigator services for patients and, where appropriate, English as a second language and cultural competency training for employees. In complying with this Condition, the Applicants shall ensure that L+MH shall be guided by the National Standards for Culturally and linguistically Appropriate Services in Health and Health Care published by the U.S. Department of Health and Human Services' Office of Minority Health. For three (3) years following the Closing Date, YNHSC shall submit a written report on its activities directed at meeting this Condition. Such reporting shall be filed within thirty (30) days of the anniversary date of the Closing and shall be posted on L+MH's website.

Review of OHCA Conditions

Charity Care Policies

15-32033-CON CONDITION 9 Following Closing

- L+MH will adopt YNHSC's financial assistance (charity and free care) policies or adopt other policies that are at least as generous and benevolent to the community as L+MH's current policies. Any new policies will be provided to OHCA once approved by the L+MH Board. Post to L+MH website.

15-32033-CON CONDITION 10 3 years

15-32033-CON CONDITION 32e 5 years

- For 3 years, YNHSC shall provide written notice to OHCA of any modification, amendment or revision to the charity care, indigent care and community volunteer services policies of L+M Hospital within 30 days of such change. The notice of these changes shall be accompanied by copies of any revised policies and the notice and revised policies shall be posted on the website of L+MH simultaneously with their submission to OHCA. All adopted or amended policies are at least as generous as the YNHHS Charity and Free Care policies. Affirmation that L+M has adopted the financial assistance policies to OHCA on March 31 and September 30, 2016 and annually thereafter until September 30th 2021 (Report due November 30th each year).

Review of OHCA Conditions

Employment Conditions

15-32033-CON CONDITIONS 27 / 32g 5 Years

- L+M shall continue to recognize all collective bargaining units currently organized at an L+M affiliate, and honor the collective bargaining agreements currently in place. Affirmation provided to OHCA on March 31 and September 30, 2016 and annually thereafter until September 30th 2021 (Report due November 30th each year).

15-32033-CON CONDITIONS 28 / 32g 15-32032-CON CONDITION 6 5 Years

- Employees of any L+M affiliate or LMMG shall not be required to reapply for their positions as a result of the affiliation. Affirmation provided to OHCA on March 31 and September 30, 2016 and annually thereafter until September 30th 2021 (Report due November 30th each year). To the extent that any L+M or LMMG employees leave their employment at L+M or LMMG service sites within ninety days following the Closing Date and obtain employment with a YNHSC affiliate, such employees' seniority shall be preserved (e.g., eligibility for benefits consistent with total years of service). Affidavit will be sent in after 12/7/16

15-32033-CON CONDITIONS 29 / 32g 5 Years

- L+MH shall maintain its current wage and salary structures for its non-bargaining or nonrepresented employees based on hospitals of similar scope, size and market conditions in Connecticut. Affirmation provided to OHCA on March 31 and September 30, 2016 and annually thereafter until September 30th 2021 (Report due November 30th each year).

15-32033-CON CONDITIONS 30 / 32g 5 Years

- L+M and YNHSC shall use their best efforts to achieve efficiencies through the management of vacancies and attrition and to minimize the elimination of individuals' jobs. Affirmation provided to OHCA on March 31 and September 30, 2016 and annually thereafter until September 30th 2021 (Report due November 30th each year).

Review of OHCA Conditions

Governance

15-32033-CON CONDITION 14 3 Years

- For three (3) years following the Closing Date, the Applicants shall allow for one (1) community representative to serve as voting members of L+MH's Board of Directors with rights and obligations consistent with other voting members under L+MH's Board of Director Bylaws. The Applicants shall select the community representative in a manner that ensures the appointment of an unbiased individual who will fairly represent the interests of the communities served by L+MH. OHCA shall be notified of the Applicant's choice of the community representative to join the L+MH Board and provide background information.

15-32033-CON CONDITION 17 3 years

- Joint meeting of YNHHS and L+M Boards to be held at least twice annually for 3 years ending October 7, 2019. Meetings to be followed by a public meeting to which the public is invited in advance and the public is informed of L+MH's activities and may ask questions and comment. Affirmation will be sent to OHCA that these meetings have taken place.

15-32033-CON CONDITION 26 5 Years

- L+M Board continues as a fiduciary board composed of members who reside in the communities served by L+MH and an YNHHS representative. Serving as an ex-officio member. Each Director of the L+MH Board shall have an equal vote, and subject to certain reserved powers for YNHHS, will have the right to approve any new programs and clinical services, or the discontinuation or consolidation of programs. The L+M Board shall be empowered and supported to oversee local performance and to create and sustain connections with the community. L&M's bylaws will be submitted to OHCA and any future modifications will be sent to OHCA. Affirmation provided annually for 5 years ending September 30th, 2021.

Review of OHCA Conditions

Licensure, Physician Office Conversion, Cost Savings Attainment

**15-32033-CON
CONDITION 13**
5 Years

- Abide by all requirements of licensure by FLIS and DPH. Affirmation provided annually, ending September 30th 2021.

**15-32033-CON
CONDITION 24 / 32d**
**15-32033-CON
CONDITIONS 5 / 7b**
5 Years

- L+M and YNHSC shall not convert any L+M physician offices (including those that will be merged into NEMG) to hospital-based status. Affirmation provided to OHCA on March 31 and September 30, 2016 and annually thereafter until September 30th 2021 (Report due November 30th each year).

**15-32033-CON
CONDITION 25**
5 Years

- L+M shall attain cost savings as a result of the affiliation with YNHSC as described in the CON application. Affirmation provided annually, ending September 30th 2021.

Greer, Leslie

From: Martone, Kim
Sent: Wednesday, October 26, 2016 12:39 PM
To: Greer, Leslie
Subject: FW: Docket Numbers: 15-32032-CON and 15-32033-CON: Independent Monitor Engagement Letter
Attachments: DT-YNHHS Independent Monitor Eng Letter Draft 102416 FINAL (SENT TO OHCA).docx

Kimberly R. Martone

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



From: Capozzalo, Gayle [<mailto:Gayle.Capozzalo@ynhh.org>]
Sent: Tuesday, October 25, 2016 9:07 AM
To: Martone, Kim; Roberts, Karen
Cc: 'Sauders, Kelly (US - New York)'; Tammaro, Vincent; Rosenthal, Nancy; Willcox, Jennifer; O'Connor, Christopher
Subject: Docket Numbers: 15-32032-CON and 15-32033-CON: Independent Monitor Engagement Letter

Kim and Karen,

For your review, attached please find the Engagement Letter between Yale New Haven Health System and Deloitte to act as Independent Monitor. In the Engagement Letter "Appendix A" is the monitoring plan which I sent to you yesterday.

I look forward to hearing from you regarding next steps.

Thank you.
Gayle

Gayle Capozzalo
Executive Vice President and
Chief Strategy Officer

789 Howard Avenue
New Haven, CT 06519

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Email: gayle.capozzalo@ynhh.org

YaleNewHavenHealth

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October 24, 2016

Bill Aseltyne
Senior Vice President & General Counsel
Yale-New Haven Hospital/Yale New Haven Health System
789 Howard Ave., CB 230
New Haven, CT 06519

Dear Bill,

This engagement letter is to confirm the engagement of Deloitte & Touche LLP (“D&T” or “we”), effective as of the date hereof, to provide Yale New Haven Health Services Corporation and its subsidiaries (collectively referred to as “YNHHSC” or the “Company”) the services described below (the “Services”).

Scope and Approach

We understand you are seeking an independent monitor related to the agreed settlement (“Agreement” or “Order”) between YNHHSC and State of Connecticut’s Office of Health Care Access (“OHCA”) to monitor the YNHHSC’s compliance with the Conditions of the Order in the transfer of ownership of Lawrence and Memorial Corporation and its subsidiaries to YNHHSC.

Specific anticipated activities we will assist YNHHSC with will include two work streams:

Workstream 1: Assist YNHHSC with the planning and preparing for monitoring reviews

- Hold kick-off with YNHHSC responsible persons to discuss the monitor requirements
- Meet with the Connecticut Office of Health Care Access (OHCA), as requested
- Review and agree upon with YNHHSC and OHCA, as applicable, the elements of monitor services as documented in the work plan in Appendix A.

Workstream 2: Assist YHHHS with the independent monitoring activities

- Refer to Appendix A for a detailed monitor work plan which describes the various required activities and activities associated with each condition of the Order.

We anticipate providing our services both off-site and on-site. Where possible we will perform analysis and preparation activities remotely. We anticipate providing these services for a period of approximately two years (as requested by YNHHSC based on requirements of OHCA).

Engagement Team

Kelly J. Sauders, Partner, Deloitte & Touche LLP, will serve as the lead engagement leader to provide oversight and direction. Ed Sullivan, Principal, Deloitte & Touche LLP will serve as the quality assurance partner, supporting Kelly and the team in the execution of the work. Kaitlin McCarthy, Manager, Deloitte & Touche LLP, will serve as the overall project manager. Additional support will be provided by other professionals from Deloitte & Touche LLP's Regulatory & Compliance practice, as needed, during the course of this engagement.

Deliverables

The following deliverables will be produced during the course of this engagement:

Workstream 1: Assist YNHHS with planning and preparing for monitoring reviews

1. D&T will create and maintain a written plan for fulfilling the duties set forth in the agreement.

Workstream 2: Assist YNHHS with independent monitoring activities

1. D&T will draft and submit a written report within thirty (30) days of the completion of each (semi-annual) on-site review on YNHHS compliance with the conditions of the Order, totaling two reports per reporting year.

Professional Fees and Timing

The total fees related to this engagement are estimated as follows:

Year 1: \$180,000 - \$190,000

Years 2 through 5 (as required)* \$150,000-\$160,000

We will bill for our services based on actual hours incurred at the following billing rates:

Resource Level	Hourly Rate
Partner	\$625
Senior Manager	\$550
Manager	\$510
Senior Consultant	\$445
Consultant	\$380

* Note that hourly rates will increase approximately 3% per year for years 3, 4 and 5.

This estimated fee and time estimate is based upon our current understanding of the project requirements, our proposed approach, our estimate of the level of effort required, our roles and responsibilities, any assumptions set forth herein, and active participation of Company's management and other personnel. We

plan to meet with you on no less than a quarterly basis to review time incurred and estimates to completion throughout the duration of this engagement.

Based on our experience, issues sometimes arise that require procedures beyond what was initially anticipated. If this should occur, we will discuss it with you promptly and early in the process before we perform any additional work.

We understand that you will reimburse us for all reasonable expenses incurred in performing the Services on this engagement (including, but not limited to, our reasonable travel, meal, lodging, and mileage expenses). Expenses will be noted separately on our invoices and segregated by expense type.

Fees for this engagement will be billed biweekly as the work progresses for fees accrued and expenses incurred by us since our last invoice in performing our Services.

Other Matters

YNHHSC is, among other things, a regulatory/compliance and merger & acquisition services client of D&T and/ or its affiliated and related entities. We do not believe that the proposed services impair the objectivity for D&T to perform the proposed services for YNHHSC. However, we are bringing this to your attention to avoid any misunderstanding.

Should a potential conflict come to the attention of the engagement leader with respect to potential future work being performed or to be performed by D&T or one of its affiliated or related entities for YNHHSC, D&T will advise YNHHSC promptly. YNHHSC will, at its option and in consultation with the Connecticut Office of Health Care Access as appropriate, promptly request, in writing, (1) such entity not to proceed with the proposed services or (2) such entity to proceed with the proposed services, provided that such entity agrees to proceed. If YNHHSC requests such entity to proceed with the proposed services, YNHHSC agrees that D&T and its affiliated and related entities' are able to perform the proposed services objectively. If appropriate, such entity will establish an ethical wall and confidentiality safeguards so that the services will be performed by different personnel on the various engagements.

Acknowledgements and Agreements

The Company specifically acknowledges and agrees to the following:

- Substantial and meaningful involvement of management of the Company is critical to the success of this engagement. The Company shall be responsible for ensuring that the identified Company personnel actively participate in both the planning and execution of this engagement.
- D&T will not make any management decisions, perform any management functions, or assume any management responsibilities.
- The Company agrees that any deliverables provided to the Company hereunder by D&T may be disclosed to the State of Connecticut's Office of Health Care Access ("OHCA") to the extent required by such regulator in connection with an investigation or examination of the Company. To the extent permitted by law, rule, regulation and applicable professional standards, YNHHSC shall be promptly notified in the event such deliverable(s) are provided by D&T to the OHCA.

- Company will limit sensitive information, such as PII, PHI, trade secrets and other information that it considers sensitive or highly confidential, it provides to D&T (or otherwise makes available to D&T to only that which is reasonably necessary to allow D&T to provide the Services. D&T will provide Company with a list of D&T personnel who are authorized to receive or have access to Company sensitive information. Such list may be updated as needed. Any disclosure of sensitive information by Company to D&T will utilize levels of information security and data encryption appropriate to maintain security of Company sensitive information being accessed by or transferred to D&T, and as required by applicable information protection laws.
- The Services will be performed in accordance with the Statement on Standards for Consulting Services that is issued by the American Institute of Certified Public Accountants (“AICPA”). However, the Services will not constitute an engagement to provide audit, compilation, review, or attestation services as described in the pronouncements on professional standards issued by the AICPA, the Public Company Accounting Oversight Board, or other regulatory body and, therefore, we will not express an opinion or any other form of assurance as a result of performing the Services.
- We will not provide any legal advice regarding our Services nor will we provide any assurance regarding the outcome of any future audit or regulatory examination or other regulatory action; the responsibility for all legal issues with respect to these matters, such as reviewing all deliverables and work product for any legal implications to the Company, will be the Company’s.
- The Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Company.

During the term of this engagement, the Company may request that D&T perform additional services that are not encompassed by this engagement letter. D&T may perform such additional services upon receipt of a separate signed engagement letter with terms and conditions that are acceptable to D&T and the Company. Our observations and recommendations will be based solely on the results of the assessment performed.

This engagement letter, together with the General Business Terms attached hereto as Appendix B and the Business Associate Addendum attached hereto as Appendix C and made a part hereof constitute the entire agreement between the Company and D&T with respect to this engagement, supersede all other oral and written representations, understandings, or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Company and D&T.

Please indicate your acceptance of this agreement by signing in the space below and returning a fully executed copy of this engagement letter to us. A duplicate of this engagement letter is provided for your records. We look forward to serving you. If you have any questions please contact Kelly Saunders at (212) 436-3180.

Very truly yours,

Deloitte & Touche LLP

By: Kelly J. Saunders
Partner

Accepted and Agreed to by:

Yale New Haven Health Services Corporation on behalf of itself and its subsidiaries

By: _____

Title: _____

Date: _____

Greer, Leslie

Subject: FW: Independent Monitoring Plan for Docket Numbers: 15-32032-CON and 15-32033-CON
Attachments: YNHHS Monitor Quals and Bios draft 10-22-16.pptx; DT-YNHHS Independent Monitor Draft Procedures (102416).pdf

From: Capozzalo, Gayle
Sent: Monday, October 24, 2016 2:52 PM
To: 'kimberly.martone@ct.gov'
Cc: Willcox, Jennifer; Rosenthal, Nancy; O'Connor, Christopher; 'Sauders, Kelly (US - New York)'; Tammaro, Vincent
Subject: Independent Monitoring Plan for Docket Numbers: 15-32032-CON and 15-32033-CON

Attached please find Deloitte's credentials and experience in providing independent monitoring services to other organizations. The second attachment is the Draft Workplan Deloitte would use as the Independent Monitor. We are still working on the Engagement Letter, which should be submitted to you to ty tomorrow. I look forward to speaking with you at your earliest convenience in order to allow us to have the Independent Monitor in place by November 8. Thank you.
Gayle

Gayle Capozzalo
Executive Vice President and
Chief Strategy Officer

789 Howard Avenue
New Haven, CT 06519

Phone: 203-688-2605
Fax: 203-688-3472

Email: gayle.capozzalo@ynhh.org

YaleNewHavenHealth

This message originates from the Yale New Haven Health System. The information contained in this message may be privileged and confidential. If you are the intended recipient you must maintain this message in a secure and confidential manner. If you are not the intended recipient, please notify the sender immediately and destroy this message. Thank you.



Yale New Haven Health System and Lawrence + Memorial Corporation Independent Monitor Qualifications

October 22, 2016



Qualifications

Related experience

Independent Review Organization (IRO) and Monitor Qualifications

- Deloitte is currently serving as an IRO for a large health care system that entered into a 5 year CIA that requires the IRO to perform claim reviews at various facilities that provide hospital services. Deloitte's specialists are working with key stakeholders, including the OIG, to design a risk-based approach to the facility selection and claims review that will bring value above and beyond that of a simple random review selection.
- Deloitte served as the IRO for a stand-alone hospital in California that entered into a 3 year CIA that required the IRO to perform Claims Reviews, Cost Report Reviews and an Unallowable Cost Review. Deloitte specialists with deep experience in coding and billing were utilized to perform the claims reviews, while specialists with cost reporting and reimbursement experience were utilized to perform the cost report and unallowable cost reviews. The Claims Review included a sample of claims from the population of claims that had been submitted and reimbursed by the Medicare Program during the Reporting Period.
- Deloitte served as the IRO for a hospital that was part of a larger health system that had entered into a 3 year CIA that required the IRO to perform Claims Reviews and an Unallowable Cost Review. Specialists with certifications in inpatient medical record coding performed reviews of inpatient claims that had been billed to and paid by the Medicare Program that were included in the Discovery Samples as required by the CIA. Our work involved also included an Unallowable Cost Review performed by reimbursement and cost reporting specialists.

Related experience

Independent Review Organization (IRO) and Monitor Qualifications (continued)

- Deloitte is currently working with outside legal counsel for a physician-owned hospital in the southern United States and pursuant to a non-prosecution agreement after an investigation by the United States Department of Justice (DOJ) related to alleged violations of the Physician Self-Referral Law (Stark Law), federal and State anti-kickback laws and other anti-bribery anti-corruption (ABAC) laws and regulations. Deloitte was selected to be the ethics and compliance monitor to assess the operation of the compliance program, to conduct proactive monitoring of risk areas, and to make recommendations for improvement. To initiate the project, the Deloitte team conducted a comprehensive assessment of the existing compliance program, including the review of policies and procedures, hotline operations, training programs, and organizational structure. A detailed report was prepared and presented to the executive leadership, the governing board, and the Department of Justice. This report compared the existing compliance program to best practices for hospital compliance programs, and provided a roadmap on where the program met standards or required improvements.
- Deloitte has acted as the Independent Consultant for a Top 5 Bank as required by Consent Orders from both the Federal Reserve Board and the Office of the Comptroller of the Currency in multiple complex areas of mortgage servicing and foreclosure related activities. Activities for this engagement included: performed detailed review of loans with a foreclosure action taken over a five-year period, including reviewing millions of individual mortgage loan files; maintained high quality of work across multiple work streams with diverse U.S. and U.S. India teams; stood up a quality assurance process for the project in line with the expectations and practices required by the regulatory bodies; established a strong PMO for status reporting, metrics, and analysis as part of oversight by the regulatory bodies as well as the Bank; and, developed electronic tools/accelerators for capturing and documenting the results of the individual file reviews.

Related experience

Independent Review Organization (IRO) and Monitor Qualifications (continued)

- Deloitte has acted as the Independent Consultant for a Top 5 Student Loan Servicer as required by Consent Orders from both the Federal Deposit Insurance Corporation and the United States Department of Justice(DOJ). Engagement activities included the following: Performed predictive analytics as part of a multiple year lookback to estimate remediation related to multiple sections within the Servicemembers Civil Relief Act (SCRA); Performed detailed reviews of loans and related documents as well as court documents over multiple years related to multiple SCRA sections; stood up a quality assurance process; established a strong PMO; provided a detailed report as required within the consent order with the results of both the estimated remediation as well as the results of the detailed loan review based on regulatory criteria and direction.
- Deloitte Acted as the Independent Consultant for a Top 5 Bank as required by Consent Order and Judgement from the US Department of Justice (DOJ). Engagement activities included the following: Executed a retrospective review on qualifying military personnel in accordance with § 3937 of the federal SCRA; developed tools which utilized financial data at the transactional level to assess loan attributes, including payment and fees data, to calculate preliminary remediation amounts resulting from misapplied or missing benefits payable to borrowers under the SCRA; performed manual document assessment for select sub-set of loans identified through a data driven waterfall approach to reduce the number of manual touches; designed and executed quality assurance procedures; facilitated monthly meetings between Bank and US DOJ; provided a detailed report as required by the consent order along with full loan information used in the assessment using custom built databases; trained Bank and DOJ on how to utilize the custom built databases.

Project Leadership

Proposed engagement team

We have a core team ready to work with you

Engagement Leadership

Kelly Sauders

*Partner
Advisory*



Lead Engagement Partner

Kelly is a Partner with Deloitte & Touche LLP who has over 20 years of experience in the health care industry. She specializes in providing regulatory compliance and risk services in the health care industry. Kelly has led numerous regulatory compliance program assessments, implementation projects and responses to government investigations. She has also been involved in many enterprise-wide risk assessment and ERM program development projects. In these roles she works frequently with boards of directors and executive teams. She has assisted numerous clients with CIA-readiness, government investigations, OIG audits, and self-disclosures regarding documentation, coding and billing matters and has led a number of Independent Review Organization (IRO) engagements and other projects with health care regulators.

Ed Sullivan

*Principal
Advisory*



Quality Assurance Advisor

Ed is a Principal within the Governance & Regulatory Risk Services group of the Advisory Practice. He has over 19 years' experience providing regulatory, internal control, risk services and enforcement action oversight to our largest banking clients. He has lead a numerous of engagements assisting top 5 US banks deal with regulatory matters as both an advisor and independent consultant. Additionally, he has assisted clients in preparation for regulatory examinations, conducted independent testing, provided training and developed policies and procedures directly related to regulatory matters. He routinely serves as an independent consultant related to regulatory matters for Federal Reserve Bank, Office of the Comptroller of Currency, FDIC, Consumer Financial Protection Bureau and the Department of Justice.

Proposed engagement team

We have a core team ready to work with you

Engagement Leadership

Kaitlin McCarthy

*Manger
Advisory*



Monitor Engagement Lead

Kaitlin has over 8 years of experience in the life science and health care industry, with a specialization in health care compliance and regulatory matters. She has conducted compliance program assessments, enterprise risk assessments, and been engaged by clients for compliance program enhancement and implementation in preparations for pending CIAs. Kaitlin has provided interim compliance program assistance to clients, serving as interim Chief Privacy Officer for a large academic medical center. Kaitlin has participated in OIG investigation responses and remediation. She has also provided litigation support surrounding billing and coding compliance matters.

Ryan DeMerlis

*Manger
Advisory*



Subject Matter Expert

Ryan is a certified Project Management Professional (PMP) with more than 9 years of experience in commercial health care and Federal government consulting and management. Ryan principally consults with clients on issues related to regulatory impacts to strategy and operations, including the establishment of effective corporate compliance programs, physician contract compliance related to Stark and anti-kickback regulations, general billing compliance, and organizational responses to Federal regulators. A focus of his work relates to Federal health payment regulations, leading him to manage several engagements related to voluntary refunds, self-disclosures, and organizational monitoring, including managing an Independent Review Organization engagement.

Proposed engagement team (continued)

We have a core team ready to work with you

Engagement Leadership

Mark Giguere

*Consultant
Advisory*



Subject Matter Expert

Mark has over 3 years of experience in the life sciences and health care industry, specifically in the areas of regulatory compliance and risk management. Mark is currently working on an IRO engagement with a large health system. Mark also supports Deloitte's Health Care Regulatory Leader advising clients on emerging health care policy. Prior to joining Deloitte, Mark consulted provider organizations on regulatory matters related to Medicare payments.

Deloitte.

The Services will not constitute an engagement to provide audit, compilation, review, or attestation services as described in the pronouncements on professional standards issued by the AICPA, the Public Company Accounting Oversight Board, or other regulatory body and, therefore, we will not express an opinion or any other form of assurance as a result of performing the Services.

DRAFT
10/24/16

INDEPENDENT MONITORING PROCEDURES (per Docket Numbers 15-32032-CON and 15-32033-CON)

Condition	D&T Procedure
<p>Strategic Plan</p> <p><u>15-32033-CON Condition 4:</u> Within one hundred and eighty (180) days following the Closing Date of 9/8/16, YNHHS shall submit a plan demonstrating how health care services will be provided by L+MH for the first three years following the Transfer Agreement, including any consolidation, reduction, or elimination of existing services or introduction of new services (the "Services Plan"). The Services Plan will be provided in a format mutually agreed upon by OHCA and YNHHS. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p> <p>NOTE 1: This applies only to Eastern Connecticut which has been defined in the Affiliation Agreement as Tolland, Windham and New London counties.</p> <p>Note 2: Refer to Condition #19 which addresses the same/similar requirements</p>	<p>D&T will obtain a copy of the Services Plan, verify timely submission, verify that it incorporates the required elements and that it meets the 3-5 year requirement.</p>
<p><u>15-32033-CON Condition 19:</u> L+M and YNHHS shall develop a strategic plan to focus on the retention and enhancement of healthcare services in the primary service area, i.e. towns served by L+M, which assures patient affordability and is consistent with appropriate standards of care, quality, and accessibility. Such plan shall seek to minimize travel for patients requiring clinical services that can be provided appropriately at L+M service sites, and to support the return of patients back to L+M and its medical staff for care should patients be referred to other YNHHS affiliated facilities for specialized care not available locally. The strategic plan shall include but not be limited to the following components:</p> <ol style="list-style-type: none"> a. L+M shall enhance access to primary care physician services in the Eastern Connecticut region by recruiting and retaining eight additional primary care providers and other providers required to respond to local community need, in accordance with the community needs assessment in paragraph 31 herein and shall accommodate improvements to delivery models including value based care during such 	<p>D&T will obtain the Plan and review the plan for inclusion of these required elements.</p>

Condition	D&T Procedure
<p>period. L+M shall demonstrate annual progress toward achieving these goals.</p> <p>b. YNHHS C and L+M shall abide by the resource commitments for clinical service programming as set forth in the Affiliation Agreement.</p> <p>NOTE 1: Refer to Condition #4 which addresses the same/similar requirements.</p>	
<p><u>15-32033-CON Condition 32b</u>: A narrative description of the achievement of the strategic plan components to retain and enhance healthcare services in the communities served by L+M, including with respect to physician recruitment and resource commitments for clinical service programming, whether the commitments described in the Affiliation Agreement were achieved, as well as the purposes, dates and amounts for which expenditures were made.</p>	<p>For 15-32033-CON Condition 32 requirements a through e and g, D&T will obtain a copy of YNHHS C’s Management Representation to OHCA that Condition 32 requirements a through e and g have been met.</p>
<p><u>15-32033-CON Condition 7</u>: Within one hundred and eighty (180) days following the Closing Date and thereafter until the capital commitment ¹is satisfied, YNHHS C shall submit to OHCA a report on the capital investments ("Capital Investment Report") it has made in L+M and its affiliates from the \$300M Commitment Amount. The Capital Investment Report shall include the following in a format to be agreed upon:</p> <p>a. A list of the capital expenditures ²that have been made in the prior one hundred and eighty (180) days with descriptions of each associated project; and</p> <p>b. An explanation of why each expenditure was made and a timeframe for the roll out of the associated capital project (including estimated beginning, ending and startup/operation dates); and</p>	<p>D&T will obtain the Plan (per 15-32033-CON Conditions #4 and #19). We will read the plan and verify that expenditures/investments made are in accordance with the Plan. D&T will confirm timely submissions of all required reports.</p>

¹ Per discussion with OHCA, we understand that “capital requirement” per this Order is intended to mean “resource commitment”. YNHHS C will describe the plan/resource commitment per Conditions #4 and #19 of this Order.

² See footnote 4.

Condition	D&T Procedure
<p>c. The funding source of the capital investment³ indicating whether it was drawn from operating revenue, capital contributions from YNHHS or another source and, if funding was drawn from another source, indicating the source.</p> <p>For purposes of this Order, semi-annual periods are October 1-March 31 and April 1 - September 30. The required information is due no later than two (2) months after the end of each semi-annual period. Due dates are May 31st and November 30th beginning, November 30, 2016. The reports shall be signed by L+MH's or L+M's Chief Financial Officer. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify the continued financial feasibility of the project.</p>	
<p><u>15-32033-CON Condition 5</u>: Until such time as the Services Plan is submitted⁴, YNHHS shall provide OHCA with notice of any reallocation of inpatient beds and relocation of outpatient services for L+MH specific to those services that existed at L+MH as of the Decision Date. Such notice shall be provided within ten (10) days of any such reallocation or relocation and published on the website pages of L+MH. OHCA is imposing this Condition to ensure continued access to health care services for the patient population. NOTE 1: Cross-reference to Condition #18</p>	<p>D&T will confirm that notices of reallocation or relocation were submitted in a timely manner and published on the L+MH website within ten days.</p> <p>Per related 15-32033-CON Condition #18, D&T will confirm that any changes or reallocation of services are not in conflict with the requirements of 15-32033-CON Condition #18.</p>

³ Per discussion with OHCA, we understand that “capital investment” per this Order is intended to mean expenditures/investment made”.

⁴ The Services Plan is due 180 days after the closing date of September 8, 2016. Therefore this provision only applies until the Services Plan per Condition #4 is submitted.

Condition	D&T Procedure
<p><u>15-32033-CON Condition 18:</u> L+MH shall continue to maintain emergency room services, inpatient general medicine services, cardiology services (including emergency and elective PCI), inpatient obstetrics/gynecology services, inpatient behavioral health services, critical care unit services, and oncology services, which such services shall assure patient affordability and adhere to standards of care, quality, and accessibility and reflect local community need.</p> <p>NOTE 1: See related Condition #1 which applies to the first 180 dates post-closing. Following that time, YNHHS is bound by Condition #4 and the Services Plan created per Condition #4</p>	<p>D&T will confirm that these services are properly maintained by conducting site visits, and ongoing data analysis of unit and patient data.</p> <p>YNHHS will provide a Management Attestation/Representation to OHCA that it is in compliance with 15-32033-CON Condition #18. D&T will obtain a copy of that Management Representation.</p>
<p><u>15-32033-CON Condition 32a:</u> Every six months (the "six month reports") until December 1, 2018 and each year thereafter (each an "annual report"), YNHHS shall submit notarized reports to OHCA for the periods of January to June (due July 31") and July through December (due January 31' certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:</p> <p>a. Affirmation of the continuation of all L+MH services as described herein.</p>	<p>For 15-32033-CON Condition 32 requirements a through e and g, D&T will obtain a copy of YNHHS's Management Representation to OHCA that 15-32033-CON Condition 32 requirements a through e and g have been met.</p>
Financial Reporting	
<p><u>15-32033-CON Condition 8:</u> For three (3) years following the Closing Date, YNHHS shall submit to OHCA a financial measurement report. This report shall be submitted on a semi-annual basis and show current month and year-to-date data and comparable prior year period data for L+MH and L+M. The required information is due no later than two (2) months after the end of each semi-annual period. Due dates are May 31st and November 30th, beginning November 30, 2016. The following financial measurements/indicators should be addressed in the report: (i) Operating performance to include operating margin, non-operating margin, and total margin; (ii) Liquidity to include current ratio, days cash on hand, days in net accounts receivables, and average payment period; (iii) Leverage and capital structure to include long-term debt to equity, long-term debt to capitalization, unrestricted cash to debt, times interest earned ratio, debt service coverage ratio, and equity financing ratio; and (iv) Additional Statistics to include income from operations, revenue over (under) expense, cash from operation, cash and cash equivalents, net working capital, free cash flow (and the elements</p>	<p>D&T will obtain the financial measurement report and read to confirm that the required elements are addressed in the report; we will confirm the timely submission of each report.</p>

Condition	D&T Procedure
<p>used in the calculation, unrestricted net assets/retained earnings, bad debt as a percentage of gross revenue, and credit ratings.</p>	
<p><u>15-32033-CON Condition 32f</u>: A detailed and comprehensive document showing a five-year plan (the "plan") to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS's information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include the following additional information in its annual report.</p> <ol style="list-style-type: none"> <li data-bbox="321 835 951 1003">i. Narrative updates on the progress of implementation of the plan. These updates shall include the status of integration activities and adoption by L+MH and L+M of YNHHS non-clinical shared services opportunities; <li data-bbox="321 1037 951 1604">ii. A report identifying L+M and L+MH cost saving totals since the Closing Date for the following Operating Expense Categories: Salaries and Wages, Fringe Benefits, Contractual Labor Fees, Medical Supplies and Pharmaceutical Costs, Depreciation and Amortization, Bad Debts, Interest Expense, Malpractice Expense, Utilities, Business Expenses and Other Operating Expenses. The categories shall be consistent with the major operating expense categories (Categories A,B,C,D,E,F,G,H,I,J, and K) that are in use at the time of reporting in the OHCA Hospital Reporting System ("HRS") Report 175 or successor report. YNHHS shall also file a narrative describing the specifics of the cost savings for each of these major expense categories; <li data-bbox="321 1638 951 1871">iii. A completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports; and 	<p>For 15-32033-CON Condition #32F, D&T will obtain the Five-Year Plan prepared by YNHHS and the ongoing six month reports. We will verify that the required elements are included in the report. We will confirm timely submission to OHCA.</p>

Condition	D&T Procedure
<p>iv. For L+MH, a completed Hospital Operating Expenses by Expense Category and Department report. The format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 175 or successor report.</p>	
<p><u>15-32032-CON Condition 7c</u>: Every six months (the "six month reports") until December 1, 2018 and each year thereafter (each an "annual report"), YNHHS shall submit notarized reports to OHCA for the periods of January to June (due July 31st) and July through December (due January 31st) certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:</p> <p>A detailed and comprehensive document showing a five-year plan (the "plan") to generate and achieve efficiencies for L+M resulting from non-clinical shared services opportunities, L+M's integration with and adoption of YNHHS information technology systems and platforms, YNHHS's supply chain management services, integration of clinical and business practices across LMMG and NEMG, L+M's reduced cost of capital, and L+M's participation in YNHHS population health initiatives. Subsequent to submission of the plan in its six month report, YNHHS shall include a completed Balance Sheet, Statement of Operations, Statement of Cash Flow for L+MH, L+M and LMMG (or of NEMG in the event of an NEMG-LMMG merger). For L+MH, the format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Report 100 and Report 150 or successor reports; and</p>	<p>Refer to procedures for 15-32033-CON Condition #32f in the work plan above.</p>
<p><u>15-32033-CON Condition 6</u>: Within one hundred and eighty (180) days following the Closing Date, the Applicants shall file with OHCA the total price⁵ per "unit of service" for each of the top 25 most frequent MS-DRGs (inpatient) and top 25 most frequent CPT codes (outpatient) for L+MH services. The first filing shall be for the period September 1, 2015-August 30, 2016. The Applicants shall provide the same information for three (3) full fiscal years thereafter, within sixty (60) days following the end of a fiscal year. OHCA shall provide the format for the filing. OHCA is imposing this condition to ensure that the</p>	<p>D&T will obtain YNHHS's analysis of the top 25 most frequent MS-DRGs and CPT codes and related weighted average price information.</p> <p>D&T will confirm the timely submission of YNHHS's filings as required by this Order.</p> <p>* 1st filing is due within 180 days (March 2017); 2nd filing is due 60 days after the close of FY2017</p>

⁵ Per guidance from OHCA, "total prices per unit of service" is meant to be the weighted average price across all payers per unit of service.

Condition	D&T Procedure
<p>proposed transfer of ownership does not adversely affect health care costs.</p>	<p>which is 11/30/17 and the 3rd filing is due 60 dates after the close of FY2018 which is 11/30/18.</p>
Cost and Market Impact Review	
<p><u>15-32033-CON Condition 22</u>: Within ninety days of the Date of Closing, YNHHS shall initiate a cost and market impact review which shall comply with Connecticut General Statute Section 19a-639f, which such analysis shall include and shall be utilized to establish the baseline cost structure set forth below:</p> <ol style="list-style-type: none"> <li data-bbox="228 758 959 1192">a. Establishing a baseline cost structure and total price per unit of service (the "baseline CMIR") and establishing a cap on annual increases in total price per unit of service (as defined below) for L+MH and LMMG (the "annual CMIR update"). YNHHS shall retain an independent consultant, subject to OHCA's approval, to conduct the baseline CMIR and the annual CMIR update and shall pay all costs associated with the cost and market review. To the extent that all data is not available to comply with the provisions of section 19a-639f the baseline CMIR shall be adjusted to reflect such information when it becomes available. <li data-bbox="228 1230 959 1925">b. In conducting the baseline CMIR and annual CMIR update, the cost and market impact review shall analyze the factors relative to L+MH and LMMG in accordance with subsection (d) of section 19a-639f of the general statutes and the Eastern Connecticut market more specifically: (a) L+MH and LMMG's size and market share within their primary and secondary service areas; (b) L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services in Eastern Connecticut; (c) L+MH and LMMG cost and cost trends in comparison to total healthcare expenditures statewide; (d) the availability and accessibility of services similar to those provided by L+MH and LMMG in their primary and secondary service areas; (e) the role of L+MH and LMMG in serving at-risk, underserved and government payer populations, including those with behavioral, substance use disorder and mental health conditions, within their primary and secondary service areas; (f) the role of L+MH and LMMG in providing low 	<p>D&T will confirm that YNHHS initiated this review within 90 days of closing. D&T will also confirm that the analysis addresses the required elements.</p> <p>D&T will obtain a copy of the CMIR performed by the Independent Consultant.</p> <p>D&T will meet annually with the Independent Consultant.</p>

Condition

D&T Procedure

- margin or negative margin services within their primary and secondary service areas; (g) general market conditions for hospitals and medical foundations in the state and in Eastern Connecticut in particular; and (h) and other conditions that the independent consultant determines to be relevant to ensuring that L+MH and LMMG prices do not exceed the market price for similar services in Eastern Connecticut.
- c. In recognition that the baseline CMIR pursuant to Connecticut General Statute Section 19a-639f shall be conducted after the Date of Closing, in the event that the baseline CMIR finds a likelihood of materially increased prices as a result of the L+M affiliation with YNHHSC, notwithstanding these conditions, the Commissioner of Public Health (Commissioner) and YNHHSC shall meet and confer for the purposes of determining further conditions as necessary to correct such condition and to create a performance improvement plan to address the conditions. The Commissioner shall determine whether YNHHSC is in compliance with such performance improvement plan. Prior to the end of each fiscal year, the independent consultant shall conduct the annual CMIR update and use the results of such annual CMIR update to establish a cap on any increase in the price per unit of service for the upcoming fiscal year. Nothing herein shall prohibit the independent consultant from considering and recommending any recommendations of the Certificate of Need Task Force on cost containment measures or a cap on annual cost or price increases.
 - d. The independent consultant shall report to and take direction from the Commissioner. The independent consultant in establishing the cap shall take into consideration the cost reductions reflective of the efficiencies resulting from the affiliation and the annual cost of living of the primary service area or the Eastern Connecticut area.
 - e. The independent consultant shall provide the baseline CMIR and the annual CMIR update to OHCA within thirty days of completion. OHCA shall keep confidential all nonpublic information and documents obtained as part of the baseline CMIR

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<p>and the annual CMIR update and shall not disclose the information or documents to any person without the consent of YNHHS and L+M, unless required to do by law.</p>	
<p><u>15-32032-CON Condition 3:</u> Within ninety days of the Date of Closing, YNHHS shall initiate a cost and market impact review which shall comply with Connecticut General Statute Section 19a-639f, which such analysis shall include and shall be utilized to establish the baseline cost structure set forth below:</p> <ol style="list-style-type: none"> a. Establishing a baseline cost structure and total price per unit of service (the "baseline CMIR") and establishing a cap on annual increases in total price per unit of service (as defined in D. below) for L+MH and LMMG (the "annual CMIR update"). Yale New Haven shall retain an independent consultant, subject to OHCA's approval, to conduct the baseline CMIR and the annual CMIR update and shall pay all costs associated with the cost and market review. To the extent that all data is not available to comply with the provisions of section 19a-639f the baseline CMIR shall be adjusted to reflect such information when it becomes available. b. In conducting the baseline CMIR and annual CMIR update, the cost and market impact review shall analyze the factors relative to L+MH and LMMG in accordance with subsection (d) of section 10a-639f of the general statutes and the Eastern Connecticut market more specifically: (a) L+MH and LMMG's size and market share within their primary and secondary service areas; (b) L+MH's and LMMG's prices for units of service, including its relative price compared to other providers for the same services in Eastern Connecticut; (c) L+MH and LMMG cost and cost trends in comparison to total healthcare expenditures statewide; (d) the availability and accessibility of services similar to those provided by L+MH and LMMG in their primary and secondary service areas; (e) the role of L+MH and LMMG in serving at-risk, underserved and government payer populations, including those with behavioral, substance use disorder and mental health conditions, within their primary and secondary service areas; (f) the role of L+MH and LMMG in providing low margin or negative margin services within their primary and secondary service areas; (g) general market conditions for hospitals and medical foundations in the state and in Eastern Connecticut in particular; and (h) and other conditions that the independent consultant determines to be relevant 	<p>Refer to procedures for 15-32033-CON Condition #22 above.</p>

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D&T Procedure

to ensuring that L+MH and LMMG prices do not exceed the market price for similar services in Eastern Connecticut.

- c. In recognition that the baseline CMIR pursuant to Connecticut General Statute Section 19a-639f shall be conducted after the Date of Closing, in the event that the baseline CMIR finds a likelihood of materially increased prices as a result of the L+M affiliation with YNHHS, notwithstanding these conditions, the Commissioner of Public Health (Commissioner) and YNHHS shall meet and confer for the purpose of determining further conditions as necessary to correct such condition and to create a performance improvement plan to address the conditions. The Commissioner shall determine whether YNHHS is in compliance with such performance improvement plan. Prior to the end of each fiscal year, the independent consultant shall conduct the annual CMIR update and use the results of such annual CMIR update to establish a cap on any increase in the price per unit of service for the upcoming fiscal year. Nothing herein shall prohibit the independent consultant from considering and recommending any recommendations of the Certificate of Need Task Force on cost containment measures or a cap on annual cost or price increases.
- d. The independent consultant shall take direction from the Commissioner of the Department of Public Health. The independent consultant in establishing the cap shall take into consideration the cost reductions reflective of the efficiencies resulting from the affiliation and the annual cost of living of the primary service area or the Eastern Connecticut area.
- e. The independent consultant shall provide the baseline CMIR and the annual CMIR update to OHCA within thirty days of completion. OHCA shall keep confidential all nonpublic information and documents obtained as part of the baseline CMIR and the annual CMIR update and shall not disclose the information or documents to any person without the consent of YNHHS and L+M, unless required to do so by law. The confidential information and documents shall not be public records and shall be exempt from disclosure under Connecticut General Statute Section 1-210.

Condition	D&T Procedure
<p><u>15-32033-CON Condition 23:</u> For purposes of determining the price per unit of service:</p> <ul style="list-style-type: none"> f. A "unit of service" for inpatient hospital services shall be a case categorized by an ICD-9-DM/ICD-10-DM diagnosis code or a Diagnosis-Related Group (DRG) code and identified by the Connecticut Department of insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently occurring acute care hospital inpatient primary diagnoses, the fifty most frequently provided acute care hospital inpatient principal procedures, and the twenty-five most frequent inpatient surgical procedures. g. A "unit of service" for outpatient hospital services shall be a procedure or service categorized by a Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding (HCPC) code and identified by the Connecticut Department of Insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently provided outpatient procedures, the twenty-five most frequent outpatient surgical procedures and the twenty-five most frequent imaging procedures performed in the state. h. A "unit of service" for physician services shall be a work Relative Value Unit (wRVU). i. The baseline to be established as of the Date of Closing for L+M's total price per unit of service for physician services and inpatient and outpatient hospital services is inclusive of all administrative overhead, other ancillary fees including, but not limited to facility fees and the total price per unit shall reflect the total price of such service. j. All administrative costs for overhead, ancillary fees, facility fees or any other fees which are reflected in the total price per unit shall be determined by the independent consultant to be within any annual cap established. 	<p>D&T will obtain a copy of the CMIR performed by the Independent Consultant. D&T will meet annual with the Independent Consultant.</p> <p>D&T will not perform any additional procedures in the role of Monitor as it relates to 15-32033-CON Condition #23.</p>
<p><u>15-32032-CON Condition 4:</u> For purposes of determining the price per unit of service:</p> <ul style="list-style-type: none"> a. A "unit of service" for inpatient hospital services shall be a case categorized by an ICD-9-DM/ICD-10-DM diagnosis code or a Diagnosis-Related Group (DRG) code and identified by the Connecticut Department of 	

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insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently occurring acute care hospital inpatient primary diagnoses, the fifty most frequently provided acute care hospital inpatient principal procedures, and the twenty-five most frequent inpatient surgical procedures.

- b. A "unit of service" for outpatient hospital services shall be a procedure or service categorized by a Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding (HCPC) code and identified by the Connecticut Department of Insurance pursuant to P.A. 15-146 Section 2 as among the fifty most frequently provided outpatient procedures, the twenty-five most frequent outpatient surgical procedures and the twenty-five most frequent imaging procedures performed in the state.
- c. A "unit of service" for physician services shall be a work Relative Value Unit (wRVU).
- d. The baseline to be established as of the Date of Closing for L+M's total price per unit of service for physician services and inpatient and outpatient hospital services is inclusive of all administrative overhead, other ancillary fees including, but not limited to facility fees and the total price per unit shall reflect the total price of such service.
- e. All administrative costs for overhead, ancillary fees, facility fees or any other fees which are reflected in the total price per unit shall be determined by the independent consultant to be within any annual cap established.

Condition	D&T Procedure
<p><u>15-32033-CON Condition 20a</u>: L+M and YNHHSC shall maintain the current L+MH and Lawrence & Memorial Medical Group (LMMG) commercial health plan contracts in effect as of the Date of Closing for a period following the Date of Closing to December 31, 2017. Rates or scheduled increases in such previously negotiated rates that are in effect on the Date of Closing shall be maintained for a period ending December 31, 2017. Any L+M commercial health plan contracts that expire prior to December 31, 2017 shall be extended to December 31, 2017 and any contracts without expiration dates shall be continued under their current previously negotiated terms for a period from the Date of Closing to December 31, 2017. No increase in negotiated rate schedules shall be negotiated during the periods set forth in this paragraph.</p>	<p>D&T will evaluate and verify that contracts are maintained in accordance with this condition.</p>
<p><u>15-32033-CON Condition 32c</u>: Affirmation that L+MH and LMMG commercial health plan contracts in place as of the Date of Closing are/were maintained through the remainder of their terms, and that any new contracts are consistent with the commitments of paragraphs (20), (21) and (22) above.</p>	<p>For 15-32033-CON Condition 32c, D&T will obtain a copy of YNHHSC's Management Representation to OHCA that Condition 32c requirements have been met.</p>
<p><u>15-32032-CON Condition 1</u>: Lawrence & Memorial Medical Group (LMMG) commercial health plan contracts in effect as of the Date of Closing for a period following the Date of Closing to December 31, 2017. Rates or scheduled increases in such previously negotiated rates that are in effect on the Date of Closing shall be maintained for a period ending December 31, 2017. Any L+M commercial health plan contracts that expire prior to December 31, 2017 shall be extended to December 31, 2017 and any contracts without expiration dates shall be continued under their current previously negotiated terms for a period from the Date of Closing to December 31, 2017. No increase in negotiated rate schedules shall be negotiated during the periods set forth in this paragraph.</p> <p>Upon the expiration of any such L+M commercial health plan contracts after such period, L+M and YNHHSC shall negotiate new rates based on L+M's post-Closing cost structure, taking into account any cost or price reductions, i.e. efficiencies, achieved as a result of the affiliation. YNHHSC shall not impose a single System-wide rate and shall, for L+MH and LMMG, maintain a negotiated rate structure reflective of the market conditions applicable generally to hospitals and medical foundations in Eastern Connecticut.</p>	<p>Refer to procedures for 15-32033-CON Condition #20 above.</p>

Condition	D&T Procedure
<p>For a period of five years from the Date of Closing in the case of L+MH, and twenty-eight months from the Date of Closing in the case of LMMG, any annual increase in the total price per unit of service (as defined below) for L+MH and LMMG shall be subject to a cap determined through the process set forth in Paragraphs 3 and 4 below. It is the intent of the parties that such cap shall serve as a cap for the purpose of assuring patient affordability for services delivered by L+MH and LMMG.</p>	
<p><u>15-32032-CON Condition 7a</u>: Every six months (the "six month reports") until December 1, 2018 and each year thereafter (each an "annual report"), YNHHS shall submit notarized reports to OHCA for the periods of January to June (due July 31st) and July through December (due January 31st) certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:</p> <ol style="list-style-type: none"> a. Affirmation that L+MH and LMMG commercial health plan contracts in place as of the Date of Closing are/were maintained through the remainder of their terms, and that any new contracts are consistent with the commitments of paragraphs (20), (21) and (22) above. 	<p>Refer to procedures for 15-32033-CON Condition #32f.</p>
<p><u>15-32033-CON Condition 20b</u>: Upon the expiration of any such L+M commercial health plan contracts after such period, L+M and YNHHS shall negotiate new rates based on L+M's post-Closing cost structure, taking into account any cost or price reductions, i.e. efficiencies, achieved as a result of the affiliation and in addition as set forth in paragraph 25 herein. YNHHS shall not impose a single System-wide rate and shall, for L+MH and LMMG, maintain a negotiated rate structure reflective of the market conditions applicable generally to hospitals and medical foundations in Eastern Connecticut.</p>	<p>D&T will obtain the Independent Consultant/CMIR Report which should address/provide analysis to confirm paragraphs 2 and 3 of 15-32033-CON Condition #20. D&T as the Monitor will not independently perform additional/separate procedures related to paragraphs 2 and 3 of 15-32033-CON Condition #20.</p>

Condition	D&T Procedure
<p><u>15-32033-CON Condition 21a:</u> With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):</p> <p>a. LMMG and NEMG will integrate as of the Closing Date, and when NEMG is able to abide by the commitment set forth in paragraph 20 above, i.e. physicians providing services through NEMG to L + M patients, that were not providing services as of the Date of Closing, shall charge prices for services (site specific charges) based upon LMMG commercial health plan contracts and total price per unit of service, LMMG and NEMG shall implement the statutory merger contemplated in the Certificate of Need Application.</p>	<p>Refer to procedures related to 15-32033-CON Conditions #4 and #19 (the Services Plan). D&T will obtain YNHHS's Management Representation submitted to OHCA relative to compliance with 15-32033-CON Condition #21a.</p>
<p><u>15-32032-CON Condition 2a:</u> With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):</p> <p>a. LMMG and NEMG will integrate as of the Closing Date, and when NEMG is able to abide by the commitment set forth in paragraph I above, i.e. physicians providing services through NEMG to L+M patients, that were not providing services as of the Date of Closing, shall charge prices for services (site specific charges) based upon LMMG commercial health plan contracts and total price per unit of service, LMMG and NEMG shall implement the statutory merger contemplated in the Certificate of Need Application.</p>	<p>Refer to procedures for 15-32033-CON Condition #21a above.</p>
<p><u>15-32033-CON Condition 21b:</u> With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):</p> <p>Physicians who are hired, recruited or contracted by a YNHHS affiliate to provide professional services (other than in a licensed hospital department) in the primary service area (which may from time to time change), currently the communities of East Lyme, Groton, Ledyard, Lyme, Montville, New London, North Stonington, Old Lyme, Preston, Salem, Stonington and Waterford, and in the following specialties shall be billed at the LMMG commercial health plan negotiated rates subject to the provisions of paragraph 20: family medicine; general medicine; internal medicine; obstetrics and gynecology; endocrinology; and psychiatry. Current LMMG physicians providing services in the primary service area as of the Date of Closing in any specialties shall be subject to the provisions of paragraph 20.</p>	<p>D&T will obtain YNHHS's Management Representation submitted to OHCA relative to compliance with 15-32033-CON Condition #21b.</p>

Condition	D&T Procedure
<p><u>15-32032-CON Condition 2b:</u> With respect to the proposed merger of LMMG and Northeast Medical Group (NEMG):</p> <p>b. Physicians who are hired, recruited or contracted by a YNHHS affiliate to provide professional services (other than in a licensed hospital department) in the primary service area (which may from time to time change), currently the communities of East Lyme, Groton, Ledyard, Lyme, Montville, New London, North Stonington, Old Lyme, Preston, Salem, Stonington and Waterford, and in the following specialties shall be billed at the LMMG commercial health plan negotiated rates subject to the provisions of paragraph 1: family medicine; general medicine; internal medicine; obstetrics and gynecology; endocrinology; and psychiatry. Current LMMG physicians providing services in the primary service area as of the Date of Closing in any specialties shall be subject to the provisions of paragraph 1.</p>	<p>Refer to procedures for 15-32033-CON Condition #21 above.</p>
Independent Monitor	
<p><u>15-32033-CON Condition 15:</u> Within sixty (60) days after the Closing Date, YNHHS shall contract with an Independent Monitor who has experience in hospital administration and regulation. The Independent Monitor shall be retained at the sole expense of YNHHS. Representatives of OHCA and FLIS will approve the Independent Monitor's appointment. The Independent Monitor shall be engaged for a minimum period of two (2) years⁶ following the Closing, which may be extended for another year at OHCA's and/or FLIS's discretion. The Independent Monitor will be responsible for monitoring the Applicants' compliance with the Conditions set forth in this Order. The Applicants shall provide the Independent Monitor with appropriate access to L+MH and its applicable records in order to enable the Independent Monitor to fulfill its functions hereunder. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify and monitor compliance with the conditions set forth herein.</p>	<p>D&T and YNHHS will execute an Engagement Letter by the required date. A copy of this Engagement Letter will be provided to OHCA.</p>

⁶ The Monitor may be required for only 1 (one) year or up to five (5) years as determined in writing by OHCA.

Condition	D&T Procedure
<p>NOTE: See Condition #33a (appointment of Monitor requirement)</p>	
<p><u>15-32033-CON Condition 33</u>: In addition to the above, L+M and YNHHSC make the following commitment for a period of five years post-Closing:</p> <ol style="list-style-type: none"> a. L+M and YNHHSC shall appoint an independent monitor at their own cost (selected by YNHHSC and L+M and approved by OHCA) to serve as a post-transfer compliance monitor. b. Such monitor shall, at a minimum meet with representatives of the L+M community at six months after the Date of Closing and annually and shall report to OHCA in accordance with Section 19a-639(e) of the general statutes and specifically address: (i) L+M's compliance with the Certificate of Need Order; and (ii) the level of community benefits and uncompensated care provided by L+M during the prior period. c. L+M shall provide the monitor with reasonable access to its public filings and facilities and all other financial information necessary for the purposes of carrying out the monitor's duties. d. L+M shall hold a public forum in New London at six months after the Date of Closing and not less than annually thereafter during the monitoring period to provide for public review and comment on the monitor's reports and findings. e. If the Independent Monitor determines that YNHHSC and L+M are substantially out of compliance with the conditions to the CON, the monitor shall notify YNHHSC and L+M in writing regarding the deficiency. Within two weeks of such notice, the monitor shall convene a meeting with representatives from YNHHSC and L+M for the purpose of determining compliance and any appropriate connective action plan. If YNHHSC and L+M fail to implement a plan of correction satisfactory to the monitor within thirty days of such meeting, the monitor shall report such substantial noncompliance and its impact on health care costs and accessibility to OHCA. OHCA shall determine whether such non-compliance has had a material 	<p>For 15-32033-CON Condition #33a, refer to 15-32033-CON Condition #15.</p> <p>15-32033-CON Condition #33b – D&T will meet with CHNA/CHIP Steering Committee in March 2017 for an initial introduction and will meet with this group annually thereafter to present the annual Monitor report. Relative to (ii), Refer to the procedures performed per Conditions #11 and #31. Minutes will be maintained by D&T of these meetings and provided to OHCA upon request.</p> <p>With respect to 15-32033-CON #33d, D&T will confirm that YNHHSC has held a public forum including members of the CHIP (Community Health Improvement Program) group.</p> <p>With respect to 15-32033-CON #33e, D&T agrees to provide written notice of any deficiencies as required.</p>

Condition	D&T Procedure
<p>negative impact and what remedy is reasonably necessary to bring YNHHSC and L + M into compliance and shall have the right to enforce these conditions by all means and remedies available to it under law and equity, including but not limited to Conn. Gen. Stat. 19a-642 and the right to impose and collect a civil penalty under Conn. Gen. Stat. 19a-653. In addition, in the event OHCA determines YNHHSC and L+M are in material non-compliance, OHCA may order YNHHSC and L+M to provide additional community benefits as necessary to mitigate the impact of such non-compliance.</p>	
<p><u>15-32032-CON Condition 8</u>: In addition to the above, L+M and YNHHSC make the following commitment for a period of five years post-Closing:</p> <ol style="list-style-type: none"> a. L+M and YNHHSC shall appoint an independent monitor at their own cost (selected by YNHHSC and L+M and approved by OHCA) to serve as a post-transfer compliance monitor. b. Such monitor shall, at a minimum meet with representatives of the L+M community at six months after the Date of Closing and annually and shall report to OHCA in accordance with Section 19a-639(e) of the general statutes and specifically address: (i) L+M's compliance with the Certificate of Need Order; and (ii) the level of community benefits and uncompensated care provided by L+M during the prior period. c. L+M shall provide the monitor with reasonable access to its public filings and facilities and all other financial information necessary for the purposes of carrying out the monitor's duties. d. L+M shall hold a public forum in New London at six months after the Date of Closing and not less than annually thereafter during the monitoring period to provide for public review and comment on the monitor's reports and findings. e. If the Independent Monitor determines that YNHHSC and L+M are substantially out of compliance with the conditions to the CON, the monitor shall notify YNHHSC and L+M in writing 	<p>Refer to procedures for 15-32033-CON Condition #33 a through e above.</p>

Condition	D&T Procedure
<p>regarding the deficiency. Within two weeks of such notice, the monitor shall convene a meeting with representatives from YNHHS and L+M for the purpose of determining compliance and any appropriate corrective action plan. If YNHHS and L+M fail to implement a plan of correction satisfactory to the monitor within thirty days of such meeting, the monitor shall report such substantial noncompliance and its impact on health care costs and accessibility to OHCA. OHCA shall determine whether such non-compliance has had a material negative impact and what remedy is reasonably necessary to bring YNHHS and L + M into compliance and shall have the right to enforce these conditions by all means and remedies available to it under law and equity, including but not limited to Conn. Gen. Stat. 19a-642 and the right to impose and collect a civil penalty under Conn. Gen. Stat. 19a-653 In addition, in the event OHCA determines YNHHS and L+M are in material non-compliance, OHCA may order YNHHS and L+M to provide additional community benefits as necessary to mitigate the impact of such non-compliance.</p>	
<p><u>15-32033-CON Condition 16</u>: The Independent Monitor will report to both OHCA and FLIS. The Independent Monitor shall conduct on-site visits of L+MH on no less than a semi-annual basis⁷ to assess adherence to DPH's Consent Order. The Independent Monitor shall furnish a written report of his or her assessment to OHCA and FLIS within thirty (30) days of the completion of each on-site review. YNHHS will have the opportunity to review and provide written responses to the report. As OHCA deems necessary, the Independent Monitor shall di with OHCA and FLIS personnel to discuss the written report and will perform additional periodic reviews. OHCA is imposing this Condition to ensure continued access to health care services for the patient population and to verify and monitor compliance with the Conditions set forth herein.</p>	<p>D&T will plan, at a minimum, two site visits per year. The site visits will include meetings with Administration/Leadership. D&T will provide a report that summarizes the activities from the prior six month period along with any recommendations or observations to YNHHS, OHCA, and FLIS.</p> <p>Procedures associated with 15-32033-CON Condition #16 are expected to coincide/satisfy 15-32033-CON Conditions 33b and 33d as well.</p>

⁷ The semi-annual basis will be defined as six months post-closing and on the anniversary of the closing date to coincide with meetings with the community representatives per Conditions # 33b and 33d

Condition	D&T Procedure
<p data-bbox="180 352 428 386">Community Benefit</p> <p data-bbox="180 443 935 772"><u>15-32033-CON Condition 11:</u> The Applicants shall maintain community benefit programs and community building activities for L+MH for three (3) years after the Closing Date consistent with L+MH's most recent Schedule H of IRS Form 990 or shall provide such other community benefit programs and community building activities that are at least as generous and benevolent to the community as L+MH's current programs, and the Applicants shall apply no less than a 1% increase per year for the next three (3) years toward the L+MH's community building activities in terms of dollars spent.</p> <p data-bbox="180 810 932 1010">In determining L+MH's participation and investment in both community benefits and community building activities, the Applicants shall address the health needs identified by the applicable CHNA in effect at the time and the population health management objectives, including social determinants of health, contained in the related Implementation Strategy.</p> <p data-bbox="228 1047 948 1413">a. On an annual basis, YNHHSC shall identify the amounts and uses related to community benefits and community building and shall discuss how such investments and support are being applied toward the health needs identified in the CHNA and population health management objectives. Such reporting shall be filed within thirty (30) days of the anniversary date of the Closing for three years and shall be posted on L+MH's website. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	<p data-bbox="967 443 1369 705">D&T will obtain L+MH's most recent Schedule H of IRS Form 990 to act as a baseline. We will then compare on an annual basis the results of that year to the baseline in order to verify that the 1 percent increase requirement has been met.</p> <p data-bbox="967 726 1369 1056">D&T will also obtain the YNHHSC report/summary on the amounts and uses related to community benefits and community building per the categories identified in the CHNA. D&T will confirm that these documents are filed in a timely manner and posted to the L+MH website.</p>

Condition	D&T Procedure
<p><u>15-32033-CON Condition 31:</u> L+M and YNHHSC have agreed to maintain at least the same level of community benefit consistent with L+M's most recent Schedule H of IRS Form 990 and its Community Health Needs Assessment (CHNA). L+M and YNHHSC agree to conduct an updated Community Health Needs Assessment by no later than December 31, 2016, and provide services in accordance with implementation plan adopted as part of the updated CHNA process and provide OHCA with its updated CHNA within thirty days of its approval.</p>	<p>After obtaining L+M's baseline Schedule H of IRS Form 990, D&T will obtain and confirm that L+M and YNHHSC have increased community benefit by 1% per year for the first three (3) years of this agreement. Thereafter for years 4 and 5, we will confirm that the level of community benefit provided in year 3 was at least maintained (not required to increase in years 4 and 5).</p> <p>Cross-reference to 15-32033-CON Condition #11.</p>
<p><u>15-32033-CON Condition 32h:</u> A narrative description of L+M's community benefit commitments described herein, including without limitation the amounts spent and a description of such spending to support and invest in the communities that L+M serves.</p>	<p>Relative to 15-32033-CON Condition #32h, see procedures performed for 15-32033-CON Conditions #11 and #31.</p>
<p><u>15-32033-CON Condition 12:</u> The Applicants shall work toward making culturally and linguistically appropriate services available and integrated throughout L+MH's operations. Specifically, the Applicants shall ensure that L+MH shall take reasonable steps to provide meaningful access to each individual with limited English proficiency eligible to be served or likely to be encountered in its health programs and activities, in accordance with the implementing regulations of Section 1557 of the Patient Protection and Affordable Care Act. Additionally, the Applicants shall provide at L+MH, appropriate insurance navigator services for patients and, where appropriate, English as a second language and cultural competency training for employees. In complying with this Condition, the Applicants shall ensure that L+MH shall be guided by the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care published by the U.S. Department of Health and Human Services' Office of Minority Health. For three (3) years following the Closing Date, YNHHSC shall submit a written report on its activities directed at meeting this Condition. Such reporting shall be filed within thirty (30) days of the anniversary date of the Closing and shall be posted on L+MH's website. OHCA is imposing this Condition so as to ensure continued access to health care services for the patient population.</p>	<p>D&T will obtain and review interpreter services policies and contracts as applicable. Additionally, our team will obtain a cultural competency plan, training, as well as related policies. We will also obtain YNHHSC's report and supporting documents and confirm the timely filing of these materials.</p>

Condition	D&T Procedure
Charity Care Policies	
<p><u>15-32033-CON Condition 9</u>: Following the Closing Date, L+MH will adopt YNHHS's financial assistance (charity and free care) policies or adopt other policies that are at least as generous and benevolent to the community as L+MH's current policies, consistent with state and federal law. These policies shall be posted on the website pages of L+MH and as additionally required by applicable law, OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	<p>Deloitte will obtain copies of the relevant financial assistance policies and confirm that L+MH has adopted YNHHS's financial assistance policies (or policies at least as generous as these policies) using management approval of the policies as evidence. After verifying that this step has been properly completed, we will confirm that these policies are properly posted on L+MH's website.</p>
<p><u>15-32033-CON Condition 10</u>: For three (3) years following the Closing Date, YNHHS shall provide written notice to OHCA of any modification, amendment or revision to the charity care, indigent care and community volunteer services policies of L+MH within thirty (30) days of such change. The notice of these changes shall be accompanied by copies of any revised policies and the notice and revised policies shall be posted on the website of L+MH simultaneously with their submission to OHCA. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	<p>After obtaining original L+MH policies on charity care, indigent care, and community volunteer services, D&T will read and assess these policies on an annual basis for changes. When changes are made to these policies, we will confirm OHCA is notified (as required) and revised policies are posted to the L+MH website.</p>
<p><u>15-32033-CON Condition 32e</u>: Affirmation that L+M has adopted the YNHHS Financial Assistance Program Policies currently in effect as of the date hereof, and that such Policies, if amended, provide assistance to patients that is at least as generous as the YNHHS Financial Assistance Program Policies currently in effect as of the date hereof.</p>	<p>For 15-32033-CON Condition 32 requirements a through e and g, D&T will obtain a copy of YNHHS's Management Representation to OHCA that Condition 32 requirements a through e and g have been met.</p>
Employment Conditions	
<p><u>15-32033-CON Condition 27</u>: L+M shall continue to recognize all collective bargaining units currently organized at an L+M affiliate, and honor the collective bargaining agreements currently in place.</p>	<p>D&T will obtain a copy of YNHHS's Management Representation to OHCA that 15-32033-CON Condition #27 has been met.</p>

Condition	D&T Procedure
<p><u>15-32033-CON Condition 32g</u>: Affirmation of the labor and employment commitments described herein, including but not limited to L+M's service sites continued honoring of collective bargaining agreements in place as of the date hereof.</p>	<p>See others below</p>
<p><u>15-32033-CON Condition 28</u>: Employees of any L+M affiliate shall not be required to reapply for their positions as a result of the affiliation. To the extent that any L+M employees leave their employment at L+M service sites within ninety days following the Closing Date and obtain employment with a YNHHSC affiliate, such employees' seniority shall be preserved (e.g., eligibility for benefits consistent with total years of service).</p>	<p>D&T will obtain a copy of YNHHSC's Management Representation to OHCA that 15-32033-CON Condition #28 has been met.</p>
<p><u>15-32032-CON Condition 6</u>: Employees of any L+M affiliate shall not be required to reapply for their positions as a result of the affiliation. To the extent that any L+M employees leave their employment at L+M service sites within ninety days following the Closing Date and obtain employment with a YNHHSC affiliate, such employees' seniority shall be preserved (e.g., eligibility for benefits consistent with total years of service).</p>	<p>Refer to procedures for 15-32033-CON Condition #28.</p>
<p><u>15-32033-CON Condition 29</u>: L+MH shall maintain its current wage and salary structures for its non-bargaining or non-represented employees based on hospitals of similar scope, size and market conditions in Connecticut.</p>	<p>D&T will obtain a copy of YNHHSC's Management Representation to OHCA that 15-32033-CON Condition #29 has been met.</p>
<p><u>15-32033-CON Condition 30</u>: L+M and YNHHSC shall use their best efforts to achieve efficiencies through the management of vacancies and attrition and to minimize the elimination of individuals' jobs.</p>	<p>D&T will obtain a copy of YNHHSC's Management Representation to OHCA that 15-32033-CON Condition #30 has been met.</p>
<p>Governance</p>	

Condition	D&T Procedure
<p><u>15-32033-CON Condition 14</u>: For three (3) years following the Closing Date, the Applicants shall allow for one (1) community representative to serve as voting members of L+MH' s Board of Directors with rights and obligations consistent with other voting members under L+MH's Board of Director Bylaws. The Applicants shall select the community representative in a manner that ensures the appointment of an unbiased individual who will fairly represent the interests of the communities served by L+MH. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	<p>Verify that the designated Board member(s) meet this condition, as confirmed by OHCA.</p>
<p><u>15-32033-CON Condition 17</u>: For three (3) years following the Closing Date, the Applicants shall hold a meeting of the YNHHS Board and L+M Board ("Joint Board Meetings") at least twice annually. Such Joint Board Meetings shall be followed by a meeting to which the public is invited in advance and at which the public is informed of L+MH's activities and afforded an opportunity to ask questions and make comments. OHCA is imposing this Condition to ensure continued access to health care services for the patient population.</p>	<p>To confirm compliance with this provision, D&T will obtain minutes from these Joint Board Meetings and confirm that notice of the public meetings is posted with proper notice.</p> <p>D&T will attend the public meetings as part of the Monitor role.</p>
<p><u>15-32033-CON Condition 26</u>: As described in the Affiliation Agreement, YNHHS is committed to maintaining local governance at L+M. The L+M Board of Directors shall continue as a fiduciary board composed of a majority of members who reside in the communities served by L+M with the only change in composition being the addition of the President/CEO of YNHHS (or his or her designee) serving as an ex-officio member. Each director of the L+M Board of Directors shall have an equal vote. The L+M Board shall be empowered and supported to oversee local performance and to create and sustain connections with the community. Subject to certain reserved powers for YNHHS, the L+M Board of directors will have the right to approve any major new programs and clinical services, or the discontinuation or consolidation of any such programs.</p>	<p>D&T will obtain and evaluate the Board of Directors bylaws to confirm that L+M Board maintains rights and powers specified in the Order.</p>
<p>Licensure, Physician Office Conversion, Cost Savings Attainment</p>	
<p><u>15-32033-CON Condition 13</u>: The Applicants shall abide by all requirements of licensure that may be imposed by the Facility Licensing and Investigations Section ("FLIS") of the Department of Public Health ("DPH") in any Pre-Licensing Consent Order or similar agreement that FLIS may enter with these parties. OHCA</p>	<p>D&T will obtain the survey/certification results as applicable (if surveys occur). We will confirm licensure via an</p>

Condition	D&T Procedure
is imposing this Condition to ensure that quality health care services are provided to the patient population.	annual YNHHSC Management Representation.
<u>15-32033-CON Condition 24</u> : L+M and YNHHSC shall not convert any L+M physician offices (including those that will be merged into NEMG) to hospital-based status.	D&T will obtain a copy of YNHHSC's Management Representation to OHCA that 15-32033-CON Condition #24 has been met.
<u>15-32033-CON Condition 32d</u> : Affirmation that no L+M physician office has been converted to hospital-based status.	D&T will obtain a copy of YNHHSC's Management Representation to OHCA that 15-32033-CON Condition #32d has been met.
<u>15-32032-CON Condition 5</u> : L+MH and YNHHSC shall not convert any L+M physician offices (including those that will be merged into NEMG) to hospital-based status.	Refer to procedures for 15-32033-CON Condition #24 above.
<p><u>15-32032-CON Condition 7b</u>: Every six months (the "six month reports") until December 1, 2018 and each year thereafter (each an "annual report"), YNHHSC shall submit notarized reports to OHCA for the periods of January to June (due July 31st) and July through December (due January 31st) certifying the achievement of each and every commitment described herein, including without limiting the foregoing the following specific detail:</p> <p>Affirmation that no L+M physician office has been converted to hospital-based status.</p>	Refer to procedures for 15-32033-CON Condition #32f above.
<u>15-32033-CON Condition 25</u> : L+M shall attain cost savings as a result of the affiliation with YNHHSC as described in the CON application.	D&T will obtain and read YNHHSC's reporting created per 15-32033-CON condition #32f.

Reference documents:

Name	title	Organization	email	comments
Participants in the CHA/CHIP process:				
Megan Brown	Senior Director of Marketing and Development	TVCCA	megan.brown@tvcca.org	neutral on affiliation allied with intervenors; connected to NAAACP and NL Housing Authority
Stephanye Clarke	Communications Coordinator	Universal Health Foundation	stephanycclarke@gmail.com	pro on affiliation
Nancy Cowser	Senior VP of Strategy	United Community and Family Services	ncowser@ucfs.org	neutral; attorney
Jim Haslam	Chair	NL County Food Policy Council	jhaslam@connlegalservices.org	neutral to pro
Jerry Lokken	Recreation Services Manager	Groton Parks and Recreation	jlokken@town.groton.ct.us	pro
Alejandro Melendez-Cooper	President	Hispanic Alliance	pacopeco48@gmail.com	neutral; co-leader of the CHA and CHIP
Russ Melmed	Epidemiologist	Ledge Light Health District	rmmelmed@lhd.org	
Pat McCormack	Director of Health	Uncas Health District	doh@uncashd.org	I'm not sure his stance but may be somewhat cautious due to Norwich experience with Hartford HC
Jeanne Milstein	Director, Human Services	City of New London	jmilstein@ci.New-London.ct.us	neutral
Jennifer O'Brien	Program Director	Community Foundation of Eastern CT	jennob@cfect.org	neutral
Tracee Reiser	Associate Dean for Community Learning, Associate Director Holleran Center	Connecticut College	tirei@conncoll.edu	neutral to cautious; long-time community partner
Dianna Rodriguez	Behavioral health provider	Community Health Center, Inc.	rodridgd@chc1.com	likely neutral
Chris Soto	Director	Higher Edge	chris@higheredget.org	likely neutral; also likely to be elected State Rep
Victor Villagra, MD	Director	UCONN Health Disparities Institute	victor.villagra@gmail.com	neutral
Hospital Corporators offered by Bill Stanley				
Jane Lassen Bobruff	volunteer	n/a	nealane@aol.com	pro
Ann Burdick	volunteer	n/a	860-443-4236	pro
Karen Hatcher		Mashantucket Pequots	khatcher@prxn.com	pro
Dan O'Shea	retired Pfizer exec.		danooshea@snet.net	pro
Ricardo Ochoa	retired Pfizer exec., former board planning committee		860-235-5459	pro
Verna Swann	volunteer, retired L+M employee		vswann@yahoo.com	pro