Application Checklist

Instructions:

1. **Please check each box below, as appropriate; and**
2. **The completed checklist *must* be submitted as the first page of the CON application.**

☒ **Attached is the CON application filing fee in the form of a certified, cashier or business check made out to the "Treasurer State of Connecticut" in the amount of $500.**

For OHCA Use Only:

Docket No.: _____ Check No.: _____
OHCA Verified by:_____ Date: _____

☒ **Attached is evidence demonstrating that public notice has been published in a suitable newspaper that relates to the location of the proposal, 3 days in a row, at least 20 days prior to the submission of the CON application to OHCA. (*OHCA requests that the Applicant fax a courtesy copy to OHCA (860) 418-7053, at the time of the publication)***

☒ **Attached is a paginated hard copy of the CON application including a completed affidavit, signed and notarized by the appropriate individuals.**

☒ **Attached are completed Financial Attachments I and II.**

☒ **Submission includes one (1) original and four (4) hard copies with each set placed in 3-ring binders.**

Note: **A CON application may be filed with OHCA electronically through email, if the total number of pages submitted is 50 pages or less. In this case, the CON Application must be emailed to the following email addresses: steven.lazarus@ct.gov and leslie.greer@ct.gov.**

Important: **For CON applications(less than 50 pages) filed electronically through email, the singed affidavit and the check in the amount of $500 must be delivered to OHCA in hardcopy.**

☒ **The following have been submitted on a CD**

1. **A scanned copy of each submission in its entirety, including all attachments in Adobe (.pdf) format.**
2. **An electronic copy of the documents in MS Word and MS Excel as appropriate.**

YALE NEW HAVEN HEALTH

December 17, 2013

Ms. Kimberly Martone
Director of Operations
Office of Health Care Access
410 Capitol Avenue
MS #13HCA
P.O. Box 340308
Hartford, CT 06106

Re: Yale-New Haven Hospital (YNHH)
Certificate of Need Application
Discontinuation of Services at the YNHH Pediatric Specialty Center at Guilford

Dear Ms. Martone:

As requested, enclosed please find the original, four hard copies in 3-ring binders, and an electronic copy on CD of YNHH's Certificate of Need (CON) application for the discontinuation of services at the YNHH Pediatric Specialty Center at Guilford. Also enclosed is a check with the filing fee of $500.00.

Please do not hesitate to contact me with any questions or concerns.

Thank you for your time and support of this project.

Sincerely,

Nancy Rosenthal

Nancy Rosenthal
Senior Vice President – Health Systems Development

Enclosures

cc: Jennifer Willcox, Esq.

789 Howard Avenue
New Haven, CT 06519

YALE-NEW HAVEN HOSPITAL

Discontinuation of Services at the Yale-New Haven Hospital Pediatric Specialty Center at Guilford

December 20, 2013

YALE-NEW HAVEN HOSPITAL

DISCONTINUATION OF SERVICES AT THE YALE-NEW HAVEN HOSPITAL PEDIATRIC SPECIALTY CENTER AT GUILFORD

CERTIFICATE OF NEED APPLICATION

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CON PUBLIC NOTICE

AFFIDAVIT OF PUBLICATION

New Haven Register

STATE OF CONNECTICUT

County of New Haven

I ***Barbara Colello*** of New Haven, Connecticut, being duly sworn, do depose and say that I am a ***Sales Representative*** of the New Haven Register, and that on

the following date 9/30/13, 10/1/13, 10/2/13 to wit.....

there was published in the regular daily edition of the said newspaper an

advertisement,

Barbara Colello

PUBLIC NOTICE

Pursuant to section 19a-638 of the Connecticut General Statutes, Yale-New Haven Hospital will submit the following Certificate of Need application:

Applicant(s):	Yale-New Haven Hospital
Address:	20 York Street
Town:	New Haven
Proposal:	Discontinuation of services provided at the Pediatric Specialty Center at Guilford located at 405 Church Street in Guilford, CT.
Estimated Total Project Cost/Expenditure:	$0

And that the newspaper extracts hereto annexed were clipped from each of the above-named issues of said newspaper.

Subscribed and sworn to this 18th day of Oct 20.13 Before me.

Mary Fodeniet

My Commission Expires 10/31/2017

NOTICE TO CREDITORS

ESTATE OF:
Anthony P. Copertino, Jr.,
AKA Antonio Copertino, Jr.

The Hon. Beverly K. Streit-Kefalas, Judge of the Court of Probate, Milford - Orange Probate District, by decree dated September 6, 2013, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of rights to recover on such claim.

Karen Adams, Asst Clerk

The fiduciary is:

Phyllis B. Copertino
85 Merwin Avenue, Unit 1C
Milford, CT 06460
2560035

NOTICE TO CREDITORS

ESTATE OF:
Lillian B. Bode

The Hon. Mark J. DeGennaro, Judge of the Court of Probate, West Haven Probate District, by decree dated July 16, 2013, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of rights to re-

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CALL 203-777-3278
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LEGALS

PUBLIC NOTICE

Pursuant to section 19a-638 of the Connecticut General Statutes, Yale-New Haven Hospital will submit the following Certificate of Need application:

Applicant(s): Yale-New Haven Hospital
Address: 20 York Street
Town: New Haven
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Estimated Total Project Cost/Expenditure: $0

STATE OF CONNECTICUT

DOCKET NO.: OCTOBER 22, 2013 : SUPERIOR COURT
NATIONSTAR MORTGAGE, LLC D/B/A CHAMPION MORTGAGE COMPANY : JUDICIAL DISTRICT OF NEW HAVEN
V. : AT NEW HAVEN
THE WIDOW, HEIRS AND/ OR CREDITORS OF THE ESTATE OF STELLA G. BROE, ET AL : SEPTEMBER 4, 2013

NOTICE TO THE WIDOW, HEIRS AND/OR CREDITORS OF THE ESTATE OF STELLA G. BROE AND ALL UNKNOWN PERSONS, CLAIMING OR WHO MAY CLAIM, ANY RIGHTS, TITLE, INTEREST OR ESTATE IN OR LIEN OR ENCUMBRANCE UPON THE PROPERTY DESCRIBED

chairs, new in box. $8. each.
CALL 203-468-1101

Qu. Frame $25. Space heater $25. Edison heater $10. Girl's Bikes $5.(e). 4 drawer Dresser $100. 5 drawer Dresser $125. Good cond. Call 203-484-2980

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HANDA 6.5 HP, REAR WHEEL DRIVE, $150 obo. Ariens 6.5hp, rear wheel drive. $125 obo. B oth just serviced. CALL 2 0 3 - 8 7 7 - 4 1 1 8

Four ways to place your ad in the Marketplace:
• Call 203.777.3278 or 1.877.872.3278
• Fax 203.865.8360
• On the web www.newhavenregister.com
• Email classifiedads@nhregister.com
NEW HAVEN REGISTER
NewHavenRegister.com
Please be sure to include your name, address and telephone number when submitting your ad

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Remove those unsightly stains. CT Contractor #0631203. Lic. & Insured. A+ Rating. BBB. Call 203-530-7191

LEGAL SERVICES

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LEGAL SERVICES

7

PUBLIC NOTICE

Pursuant to section 19a-638 of the Connecticut General Statutes, Yale-New Haven Hospital will submit the following Certificate of Need application:

Applicant(s): Yale-New Haven Hospital
Address: 20 York Street
Town: New Haven
Proposal: Discontinuation of services provided at the Pediatric Specialty Center at Guilford located at 405 Church Street in Guilford, CT.

Estimated Total Project Cost/Expenditure: $0

Legal Notice
Temporary Employment Agency Services

The Connecticut Housing Finance Authority (CHFA) is seeking proposals from qualified and experienced Temporary Employment Agencies to provide qualified and competent temporary personnel upon request by CHFA.

The Request for Proposal is available on the CHFA website located at: **http://www.chfa.org/MainPages/RFPs.htm.** All questions or inquiries should be directed to **HR.RFP@chfa.org** by October 17, 2013. Questions and answers relative to the Request for Proposal will be posted to the CHFA website located at: **http://www.chfa.org/MainPages/RFPs.htm** by October 24, 2013.

Proposals will be accepted at the office of CHFA until 12 noon Daylight Savings Time on October 31, 2013. No e-mailed or faxed proposals will be accepted. All proposals must be marked to the attention of: Eileen Trautner, CHFA, 999 West Street, Rocky Hill, CT 06067. CHFA reserves the right to reject any or all proposals, or an part(s) therefore, and/or waive any irregularity in the proposals or in the process.

Minority and approved Small Business Set-aside firms are encouraged to reply.

2330R Whitney Ave., T4/T5 zone
Hotel/Retail/ Multi-Family/Office
NU Development, LLC, Applicant

2. Special Permit & Site Plan 13-1217/WS
135 & 145 Sanford St., T-4 zone
Multi-Family-Affordable Housing
New Haven Home Recovery, Applicant

3. Special Permit & Site Plan 13-1223/WS
6 Corporate Ridge Rd., M zone
Repair/Used Car Sales
DC Motor Sports, LLC

4. Location Approval 13-033
6 Corporate Ridge Rd., M zone
Repair/Used Car Sales
DC Motor Sports, LLC

5. Special Permit & Site Plan 13-1225/WS
2290 Whitney Avenue
Bank/Drive-Through window
Rockville Bank, Applicant

6. Proposed Amendment to the Hamden Zoning Regulations 13-940
Section 380.2.1.i Newhall Center: Purpose & add Light Manufacturing to table 6.1, allowed use.
Hamden Planning & Zoning Commission, Applicant

Submitted by:
Stacy Shellard,
Clerk of the Commission
2561739

♣A K Q 10 7

WEST	EAST
♠Q J 10 4	♠K 9 7 2
♡Q 8 5 2	♡4
◇A Q 3	◇K 10 9 7 4
♣8 3	♣6 4 2

SOUTH
♠8 6 5 3
♡A J 10 9 7
◇6
♣J 9 5

The bidding:

NORTH	EAST	SOUTH	WEST
1♣	Pass	1♡	Pass
2◇	Pass	2♡	Pass
3♡	Pass	4♡	Pass
Pass	Pass		

Opening lead: Queen of ♠

Some finesses can be taken either way. It is rare to find a case where it is right to take a finesse both ways!

Despite the weakness of the diamond suit, the heart fit made it correct for North to make a reverse bid in that suit on the second round — in the modern style that is forcing to two no trump or three of opener's first-bid suit. North rebid hearts to confirm a five-card or longer suit, then proceeded to game after North raised.

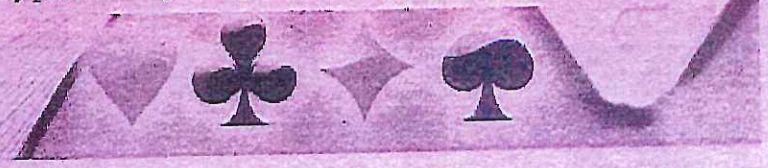
West led the queen of spades, won in dummy perforce. To guard against coming to hand with the nine of clubs to ruff a spade on the table, then reentered the closed hand with the knave of clubs to cash the ace of hearts and then surrender a trick to the queen.

The defenders made no mistake. They cashed two spade tricks and a diamond for down one.

The deal was a classic lesson for declarer — never trust your opponents! Even with a four-one trump split the contract could not be defeated as long as South maintained trump control. After the nine of trumps wins the second trick, South should continue with the jack and, when West follows, run it! If it loses to the queen, there is still a trump in dummy to control spades. A club is the entry back to hand to draw the outstanding trump, and declarer collects one spade, four hearts and five clubs at a minimum.

As the cards lie, the second finesse wins, so declarer can pick up trumps and clubs, making 11 tricks. Neat!

(Tannah Hirsch welcomes readers' responses sent in care of this newspaper or to Tannah Hirsch c/o Tribune Content Agency, LLC., 16650 Westgrove Dr., Suite 175, Addison, TX 75001. E-mail responses may be sent to gorenbridge@aol.com.)



ANNOUNCEMENT

Help wanted advertisements in these columns have been accepted on the premise that jobs offered will be filled on the basis of merit. It is a violation of the Connecticut Fair Employment Practice Law to present or publish or cause to be published any notice or advertisement for employment which indicates preference or limitation based on sex, color, race, national ancestry or origin, religion, age, or physical disability. An exception exists if there is a bonafide occupational qualification for employment. All inquiries should be made to the Connecticut Commision on Human Rights and Opportunities, 50 Linden Street, Waterbury, Ct. 06702 Telephone (203)805-6530

Seeking dedicated professionals for both our New Haven and Fairfield offices

TotalCare
A RestCare Company

Psychiatric Supervisor - *New Haven office*

Psych experience in HomeCare. Min 3 years clinical experience; one in HomeCare. Must have BSN or meet the state regulations for supervisor of clinical experience. Supervisor experience a plus. Full time position.

RN/Psychiatric Nurses - *Fairfield office*

Psych experience required. 1 year minimum Psychiatric/Behavioral Health experience required, home care experience a plus. Full time, part time, per diem positions.

Med Surg Supervisor - *New Haven office*

Must have 3 years Med/Surg experience; one year in HomeCare, BSN or meet the state regulations for supervisor of clinical services. Supervisor experience a plus. Full time position.

CNA/Home Health Aides - *New Haven, Fairfield, Valley and Shoreline area*

Must be CNA or have HHA certificate and have valid driving license. Full time, part time, per diem.

Excellent salary & benefits / E.O.E.
All resumes will be kept confidential.
Call 203.777.4900
Fax 203.777.4916
Send resumes to rachel.avitable@rescare.com
370 James St., Suite 303 New Haven, CT 06510

LEGALS

PUBLIC NOTICE

Pursuant to section 19a-638 of the Connecticut General Statutes, Yale-New Haven Hospital will submit the following Certificate of Need application:

Applicant(s): Yale-New Haven Hospital
Address: 20 York Street
Town: New Haven
Proposal: Discontinuation of services provided at the Pediatric Specialty Center at Guilford located at 405 Church Street in Guilford, CT.

Estimated Total Project Cost/Expenditure: $0

DOCKET NO. NNH-CV13-6035445-S : SUPERIOR COURT

CONNECTICUT HOUSING FINANCE AUTHORITY : J.D. OF NEW HAVEN

VS. : AT NEW HAVEN

MARGARET WYANT, ADMINISTRATRIX OF THE ESTATE OF DAVID AUBIN, ET AL : AUGUST 20, 2013

NOTICE TO MARGARET WYANT, ADMINISTRATRIX, MARGARET WYANT, HEIR, THOMAS AUBIN, EDWARD AUBIN, ALAN AUBIN, VICTOR AUBIN AND ARTHUR AUBIN

The plaintiff has named Margaret Wyant, Administratrix of the Estate of David Aubin; Margaret Wyant, heir of the Estate of David Aubin; Thomas Aubin, heir of the Estate of David Aubin; Edward Aubin, heir of the Estate of David Aubin; Alan Aubin, heir of the Estate of David Aubin; Victor Aubin, heir of the Estate of David Aubin; and Arthur Aubin, heir of the Estate of David Aubin as a party defendants in the Complaint which is brought to the above named Court seeking a foreclosure of its mortgage upon premises known as 254 Terrace Avenue, West Haven, Connecticut. This Complaint was returnable to the Court on January 8, 2013 and is now pending therein. The plaintiff has represented to said Court, by means of an Affidavit dated August 20, 2013, that despite all reasonable efforts to ascertain such information, it has been unable to determine the current residency of the non appearing defendants.

NOW, THEREFORE, it is hereby ordered that notice of the institution of this action be given to the defendants, Margaret Wyant, Administratrix of the Estate of David Aubin, Margaret Wyant, heir of the Estate of David Aubin; Thomas Aubin, heir of the Estate of David Aubin; Edward Aubin, heir of the Estate of David Aubin, Alan Aubin, heir of the Estate of David Aubin; and Victor Aubin, heir of the Estate of David Aubin, by some proper officer causing a true and attested copy of this order to be published in the New Haven Register once a week for two (2) weeks, commencing on or before October 2, 2013 and that return of such service be made to the Court.

J. Maronich, Judge, 8/10/13

FURTHER, it is hereby ordered that notice of the institution of this action be given to the defendant, Arthur Aubin, heir of the Estate of David Aubin, by some proper officer causing a true and attested copy of this order to be published in the Corpus Christi Caller-Times once a week for two (2) weeks, commencing on or before October 2, 2013 and return of service be made to the Court.

J. Maronich, Judge, 8/10/13

376 Lighthouse Road
New Haven, Connecticut
06512
Property Type:
Residential
Date of Sale:
Saturday,
October 12, 2013
Committee Name:
David A. Gibson
Committee
Phone Number:
203-488-8033
See Foreclosure
Sales at
www.jud.ct.gov
for more
detailed information

2559286

LEGAL NOTICE FORECLOSURE AUCTION SALE

Docket No.:
NNH CV12 6030097 S
Case Name:
OneWest Bank, FSB
v.
The Widower, Heirs and/or Creditors of the Estate of Angelina Lanzetta
Property Address:
181-183 Fillmore St.
New Haven, CT
Property Type:
Residential
Date of Sale:
October 12, 2013
Committee Name:
Alexander J. Maresca
Committee
Phone Number:
(203) 272-0371
See Foreclosure
Sales at
www.jud.ct.gov
for more
detailed information

2562065

Unit 702
New Haven
Property Type:
Residential Condominium
Date of Sale:
Saturday,
October 12, 2013
12:00 noon
Committee Name:
Lawrence S. Hopkins
Committee
Phone Number:
203-562-2244
See Foreclosure
Sales at
www.jud.ct.gov
for more
detailed information

2560365

LEGAL NOTICE FORECLOSURE AUCTION SALE

Docket No.:
NNH CV12-6032053S
Case Name:
American Tax Funding, LLC
v.
Ismael Urizar, et al
Property Address:
55 Prospect Ave.
West Haven, CT
Property Type:
Residential
Date of Sale:
October 12, 2013
Committee Name:
Mark DellaValle
Committee
Phone Number:
203 498-2012
See Foreclosure
Sales at
www.jud.ct.gov
for more
detailed information

2558391

AFFIDAVIT

AFFIDAVIT

Applicant: **Yale-New Haven Hospital**

Project Title: **Discontinuation of Services at the Yale-New Haven Hospital Pediatric Specialty Center at Guilford**

I, **James Staten**, **Chief Financial Officer**
(Individual's Name) (Position Title – CEO or CFO)

of **Yale-New Haven Hospital** being duly sworn, depose and state that
(Hospital or Facility Name)

Yale-New Haven Hospital's information submitted in this Certificate of
(Hospital or Facility Name)

Need Application is accurate and correct to the best of my knowledge.

Signature

12/18/13
Date

Subscribed and sworn to before me on 12/18/13

Notary Public/Commissioner of Superior Court

ROSE ARMINIO
NOTARY PUBLIC
State of Connecticut
My Commission Expires
February 28, 2018

My commission expires: _____

CON FILING FEE

OFFICE OF HEALTH CARE ACCESS

REQUEST FOR CERTIFICATE OF NEED

FILING FEE FORM

APPLICANT: Yale-New Haven Hospital PROJECT TITLE: Discontinuation of Services at the Yale New Haven Hospital Pediatric Specialty Center at Guilford DATE: [INSERT DATE]	FOR OHCA USE ONLY: DATE / INITIAL 1. Check logged (Front desk) ____ ____ 2. Check rec'd (Clerical/Cert.) ____ ____ 3. Check correct (Superv.) ____ ____ 4. Check logged (Clerical/Cert).) ____ ____

NEW CERTIFICATE OF NEED APPLICATION	
TOTAL FEE DUE:	$500.00

ATTACH HERE CERTIFIED OR CASHIER'S CHECK ONLY (Payable to: Treasurer, State of Connecticut)

Bank of America

Cashier's Check

No. 1340001116

Notice to Purchaser – In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

30-1/1140
NTX

Date 12/20/13 09:44:32 AM

YALE NEW HAVEN HOSPITAL
0005 0021178 0037

Pay BANK OF AMERICA FIVE ZERO ZERO 00 CTS CTS ***$500.00

To The Order Of TREASURER STATE OF CONNECTICUT
CON APPLICATION FEE GUILFORD CLINIC

Remitter (Purchased By): MATTHEW J MCKENNAN

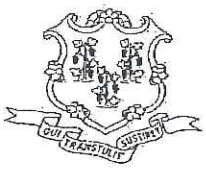
Bank of America, N.A.
SAN ANTONIO, TX

AUTHORIZED SIGNATURE

[redacted]

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

CON APPLICATION



State of Connecticut
Office of Health Care Access
Certificate of Need Application

Instructions: Please complete all sections of the Certificate of Need ("CON") application. If any section or question is not relevant to your project, a response of "Not Applicable" may be deemed an acceptable answer. If there is more than one applicant, identify the name and all contact information for each applicant. OHCA will assign a Docket Number to the CON application once the application is received by OHCA.

Docket Number:	
Applicant:	**Yale-New Haven Hospital**
Contact Person:	**Nancy Rosenthal**
Contact Title:	**Sr. Vice President – Health Systems Development**
Contact Address:	**20 York Street, New Haven, CT 06510**
Contact Person's Phone Number:	**(203) 863-3908**
Contact Person's Fax Number:	**(203) 863-4736**
Contact Person's Email Address:	**nancy.rosenthal@greenwichhospital.org**
Project Town:	**Guilford**
Project Name:	**Discontinuation of Services at the Yale-New Haven Hospital Pediatric Specialty Center at Guilford**
Statute Reference:	Section 19a-638, C.G.S.
Estimated Total Capital Expenditure:	**$0**

1. **Project Description: Service Termination**

   a. For each of the Applicant's programs, identify the location, population served, hours of operation, and whether the program is proposed for termination.

Response:
Yale-New Haven Hospital (Y-NHH) is a 1,541 bed (including bassinets) teaching hospital with two integrated campuses located in New Haven and a pediatric campus in Bridgeport. Y-NHH includes the Yale-New Haven Children's Hospital, the Smilow Cancer Hospital, the Yale-New Haven Psychiatric Hospital, and is the primary teaching hospital of the Yale School of Medicine. Y-NHH provides primary, secondary, tertiary and many quaternary acute care services.

The Yale-New Haven Children's Hospital (YNHCH) opened in 1993 and is located at the corner of Howard Avenue and Park Street in New Haven. It offers inpatient, outpatient, emergency, primary and preventative care, and features a dedicated pediatric emergency department, operating rooms and diagnostic imaging suites, a neonatal intensive care unit and maternity services. YNHCH also connects to the Smilow Cancer Hospital providing convenient access to chemotherapy infusion and related oncology services. YNHCH is a major referral center for the diagnosis and treatment of a wide range of high-acuity pediatric cases, including diabetes care, complex bone disorders, hematology/oncology disorders, solid organ and stem cell transplantation, and interventional cardiology.

YNHCH currently offers outpatient pediatric specialty care (e.g. physician office visits, laboratory, routine imaging, etc.) via its main location on the second floor of the YNHCH and through four (4) offsite locations – in New Haven, Guilford, Greenwich and Norwalk. These locations are open Monday through Friday during normal business hours. In the near future, a new site will open in Trumbull, CT to serve the growing Fairfield County population, some of whom travel to Guilford and New Haven for the same services. Hematology and oncology office visits and chemotherapy infusion services are also available at the Y-NHH Smilow Cancer Hospital located at its York Street campus, adjacent to YNHCH.

The specialty services offered at the Pediatric Specialty Centers vary by location.

- The Pediatric Specialty Center at YNHCH (which is located inside the Children's Hospital in New Haven) offers a variety of pediatric services from one-time consultations in over 25 specialties to treatment of acute or chronic medical or surgical conditions. Specialties include: adolescent comprehensive care, cardiology, endocrinology, genetics, hematology/oncology, immunology, infectious disease, nephrology, neurology, neurosurgery, otolaryngology, pediatric surgery, pre-anesthesia, respiratory, rheumatology, and urology. This site also offers phlebotomy, diagnostic radiology, interventional procedures, cardiac and pulmonary testing, and general infusion services.

- The Pediatric Specialty Center at One Long Wharf (New Haven) offers a variety of pediatric specialty services in a convenient off-site location, including many services that are also offered at the main YNHCH site. This

site also offers phlebotomy, diagnostic radiology, and pulmonary function tests. It serves as the main site for YNHCH orthopedic and craniofacial specialists, and pediatric rehabilitation services including physical, occupational and speech therapy. Many of the multidisciplinary programs that require multispecialty rehabilitation and supportive care services are focused at this site.

- The Pediatric Specialty Center at Norwalk offers similar multispecialty services for pediatric patients including many that are also offered at the main YNHCH site. This site also offers phlebotomy, diagnostic radiology, and pulmonary function testing. Multispecialty services include: adolescent comprehensive care, cardiology, craniofacial surgery, endocrinology, gastroenterology, hematology, nephrology, neurology, orthopedics, pediatric surgery, and urology.

- The Pediatric Specialty Center at Greenwich offers specialty services in endocrinology, gastroenterology, respiratory, and orthopedic services with plans for additional specialties.

- The Pediatric Specialty Center at Trumbull is slated to open in Spring of 2014 and will offer outpatient chemotherapy infusion for pediatric patients as well as physician office visits in multiple specialties, including hematology/oncology. The site will include 12 exam rooms and 6 infusion bays including an isolation room. The new spaces will accommodate 2 family visitors in every room (exam and infusions). Cardiology, pulmonary, and phlebotomy testing will be provided on site.

- The Pediatric Specialty Center at Guilford offers outpatient pediatric chemotherapy infusion services, and physician office visits in the specialties of hematology/oncology, cardiology, endocrinology, respiratory, and gastroenterology. Volume has been declining for hematology/oncology office visits and infusion related visits at this site due to patient preference for accessing the state-of-the-art YNHCH for non-oncology pediatric specialty services or Smilow Cancer Hospital for pediatric hematology/oncology specialty services (including infusions).

Each specialty center is staffed by a multidisciplinary team of health professionals that includes physicians from the Yale Medical Group (YMG) who are also attending physicians at YNHCH. YMG is an academic multispecialty group affiliated with the Yale School of Medicine and includes over 1,000 physicians that practice at numerous locations throughout Connecticut. The YMG physicians provide specialty care at each of the Pediatric Specialty Centers including those located in New Haven, Guilford, Norwalk and Greenwich.

The Pediatric Specialty Center at Guilford operates in leased space. The lease is due to expire in June of 2014. The physical space at the Guilford location has some significant limitations including overall square footage, its layout lacks the adequate space to perform patient intake testing and procedures, and it has significant challenges with ensuring patient privacy. This location also lacks the comprehensive diagnostic testing, imaging and other services necessary to

effectively deliver comprehensive care. Renovation of this space is not cost effective, especially with declining volume.

Y-NHH proposes to cease providing services at the Pediatric Specialty Center at Guilford due to several factors including declining visit volume, space limitations, the conclusion of the lease term, and the absence of cost-effective renovation options. The current Guilford location will be discontinued, and the services are being redirected to new locations.

Patients will continue to be able to access all of the same services that are currently offered in Guilford at either Y-NHH's main campus or one of the Pediatric Specialty Centers noted above. The alternate Y-NHH locations in New Haven and the expanded capacity in Trumbull will offer more than sufficient capacity to smoothly and efficiently absorb the volume shifted from Guilford, and patients can choose the most convenient site of service. This proposal is planned to take effect in the Spring of 2014 at the end of the lease term for this location.

The Pediatric Specialty Center at Guilford resides within the Y-NHH service area which includes Ansonia, Bethany, Branford, Cheshire, Clinton, Deep River, Derby, East Haven, Essex, Guilford, Hamden, Killingworth, Madison, Meriden, Milford, New Haven, North Branford, North Haven, Old Saybrook, Orange, Oxford, Seymour, Wallingford, Westbrook, West Haven and Woodbridge. Please see Section 3a for a table of volume at this site by town.

b. Describe the history of the services proposed for termination, including when they were begun and whether CON authorization was received.

Response:
On July 10, 2009, Y-NHH filed a Certificate of Need (CON) Determination Form to convert an existing YMG outpatient chemotherapy infusion practice in Guilford to a provider-based department of Y-NHH. (Docket No. 09-31405-DTR). A copy of the CON Determination Form is attached in Exhibit I.

On July 23, 2009, OHCA issued a decision which states that a CON was not required because Y-NHH already offered outpatient oncology services and the Guilford location was within its primary service area. A copy of this Determination Report is attached in Exhibit I. Y-NHH began offering the outpatient infusion services at this site in May of 2010. Y-NHH then converted the remaining specialty physician services at this site to a provider-based department of the hospital in February of 2013, including the hematology/oncology, cardiology, endocrinology, gastroenterology, and respiratory services. Prior to February of 2013, the medical office visits in these specialties were offered and billed by YMG.

On August 28, 2013, Y-NHH submitted a CON Determination Form to discontinue the services provided at the Pediatric Specialty Center at Guilford. A copy of the CON Determination Form is attached in Exhibit I. On August 30, 2013, OHCA issued a decision which states that a CON is required because OHCA considers the cessation of services in Guilford a termination of outpatient services offered by a hospital although Y-NHH will continue to offer the same services to the same

patients at other locations within its service area. (Docket No. 13-31860-DTR). A copy of the CON Determination Report is attached in Exhibit I.

c. Explain in detail the Applicant's rationale for this termination of services, and the process undertaken by the Applicant in making the decision to terminate.

Response:
Y-NHH proposes to cease providing services at the Pediatric Specialty Center at Guilford due to several factors including declining visit volume, space limitations, the conclusion of the lease term, and the absence of cost-effective renovation options. Pediatric demand has increased at the main campus sites and the Pediatric Specialty Center at One Long Wharf which can be attributed to patient preference for obtaining these services at the state-of-the-art facilities in New Haven. The infusion and medical office space at these sites supports the privacy needs of patients and are more spacious and sensitive to a child's and his or her family's needs compared to the site in Guilford. In addition, pediatric patients utilizing the Guilford site often require visits with more than one provider and have had to travel to New Haven for additional visits. It is more convenient for a patient to schedule office visits in one location versus making multiple appointments at multiple sites. Currently, due to space limitations and the distance of this location from the main campus in New Haven, each specialist also has limited availability at the Guilford site.

This proposal seeks to better coordinate care in a cost-efficient manner. The current site does not offer the space needed to coordinate care and the lease term will soon expire. Patients that visit this site do not have access to advanced imaging, complex diagnostic testing, and other complementary support services. Thus, patients in need of more complex care, such as MRI or another specialist, may be required to make a second trip to a different location. Renovation is not a cost-effective option with declining volume and the limitations of the physical space. The goal is to provide patient-centered care that allows patients to access as many services as necessary to support their overall clinical and psychosocial needs. For example, blood draw, respiratory or cardiac testing will be available during a coordinated care with a multidisciplinary team of specialists during one visit. See Exhibit II regarding the benefits of this collaborative approach.

d. Did the proposed termination require the vote of the Board of Directors of the Applicant? If so, provide copy of the minutes (excerpted for other unrelated material) for the meeting(s) the proposed termination was discussed and voted.

Response:
The proposal did not require the vote of the Board of Directors.

e. Explain why there is a clear public need for the proposal. Provide evidence that demonstrates this need.

Response:
As noted above, Y-NHH proposes to discontinue the provision of specialty and infusion services at the Pediatric Specialty Center at Guilford due to low volume, space limitations, and the end of the lease. Y-NHH will continue to provide the

same care in a more cost-efficient manner by reconfiguring these services with more convenient access to related diagnostic, ancillary services and other specialty physicians and services. Patients utilizing the Guilford site will have access to either of the two New Haven facilities or for those who live in Fairfield County, the new Trumbull facility. There is clear public need for this proposal as demonstrated by declining visit volume, space limitations at the site, and the ability to provide the same care in a more coordinated and cost-efficient manner.

2. **Termination's Impact on Patients and Provider Community**

   a. List all existing providers (name, address, services provided, hours and days of operation, and current utilization) of the services proposed for termination in the towns served by the Applicant, and in nearby towns.

Response:
Other than the services provided by YNHH, there are no other pediatric specialty centers and infusion services in the service area.

Chemotherapy infusion services are provided for pediatric patients at the Smilow Cancer Hospital in New Haven. The seventh floor of the Smilow Cancer Hospital is devoted to pediatric oncology and connected to YNHCH. It has more than 5,000 square feet of space that includes four exam rooms, two negative- and two positive-pressure isolation rooms, a phlebotomy room, a fully equipped invasive procedure room, a dedicated infusion room with 7 infusion bays, 2 consultation rooms and a family lounge. Smilow Cancer Hospital offers pediatric infusion on an outpatient basis Monday through Friday during normal business hours and is located approximately 14 miles from the Center in Guilford. The capacity to provide services varies based on the acuity of a patient and the type of treatment but Smilow Cancer Hospital has the resources to absorb the volume from the Center. The Trumbull location will also offer chemotherapy infusion services for pediatric patients. It will have the capacity to provide 30 infusions per day and will absorb the volume of current patients residing in and around Fairfield County.

The same specialists that care for patients in Guilford will continue to see the same patients at other YNHH locations, ensuring continuity of care. Specialty visits in hematology/oncology, cardiology, endocrinology, respiratory and gastroenterology are offered at the Pediatric Specialty Centers at YNHCH and One Long Wharf in New Haven. These locations offer more than 25 specialty services including all those currently offered in Guilford. The Trumbull location will also offer hematology and oncology physician services. Please note that the Pediatric Specialty Center at One Long Wharf currently has 12 exams but is expanding to include 22 exam rooms (compared to the 7 small exam rooms in Guilford).

Patients will also have access to several other specialists affiliated with the Pediatric Specialty Centers that do not currently practice in Guilford. There are over 30 physicians affiliated with the Pediatric Specialty Centers in the specialties of hematology and oncology, cardiology, endocrinology, respiratory and gastroenterology. These physicians are currently accepting new patients and are able to absorb the Guilford patient volume. Y-NHH and YMG have worked

together to ensure there is sufficient professional staff and space at the Pediatric Specialty Centers to accommodate the shift in volume.

b. Discuss what steps the Applicant has undertaken to ensure continued access to the services proposed for termination for the Applicant's patients.

Response:
Y-NHH has worked closely with YMG, Smilow Cancer Hospital, and YNHCH to ensure continued access to care. The chemotherapy infusion services currently offered at the Guilford Center are provided at Smilow Cancer Hospital. This site has the capacity to absorb the limited infusion volume at the Center and offers a number of benefits not available in Guilford such as procedures requiring sedation, nutrition, rehab services, and a wide range of specialty care including but not limited to neurosurgery, orthopedics and transplant. The Smilow Cancer Hospital also offers a more patient and family friendly setting for infusions. It is important to note that Y-NHH's current volume from Fairfield County is significant and to accommodate future growth and offer a more convenient location for patients from Fairfield County, Y-NHH will offer infusion services for pediatric patients in Trumbull beginning in Spring of 2014. This site will be able to accommodate up to 30 patients per day and has 6 private infusion bays (each with the ability to provide seating for 2 patient visitors). Patients residing in Fairfield County will have easy access to services at this location, while those residing in New Haven and its surrounding towns will have easy access at the Smilow Cancer Hospital. Nearly 25% of the patients served at the Pediatric Specialty Center at Guilford reside in Fairfield County. Y-NHH has developed this proposal to ensure easy access to continued pediatric chemotherapy infusion in the region.

Y-NHH and YMG currently provide all the specialty services offered at the Pediatric Specialty Center at Guilford in New Haven. The physicians that practice in Guilford will continue to see the same patients in New Haven or Trumbull. To ensure that there is sufficient capacity to accommodate the volume from Guilford, Y-NHH is renovating and expanding its footprint at the Pediatric Specialty Center at One Long Wharf in New Haven. This site currently has 12 exam rooms, 4 multidisciplinary rooms and 2 consult rooms. After the renovation, this site will include over 36,000 square feet, 22 exam rooms, 6 multidisciplinary rooms, 4 consult rooms, and individual rooms for pre-visit care: height, weight, and vital signs. This site also has a child-friendly environment designed to support the patient experience during each visit. Compared to the space in Guilford, which has 7 small exam rooms, the site at One Long Wharf will have sufficient capacity to accommodate the Guilford physician visit volume. This site will also offer access to other specialty and ancillary services in one convenient location which are not available at the site in Guilford. Y-NHH has worked diligently to ensure there is sufficient physical space and professional support to ensure continued access to these services after the discontinuation of services in Guilford.

c. For each provider to whom the Applicant proposes to transfer or refer clients, provide the current available capacity, as well as the total capacity and actual utilization for the current year and last completed year.

Response:
Please see Section 2a and 2b. Y-NHH intends to continue providing the same services to the same patient population that is currently served at the Guilford Center by absorbing this volume at its New Haven sites or if convenient the new Trumbull location. The same physicians will continue to see the same patients. Y-NHH is undertaking several facilities improvements in New Haven and developing similar services in Trumbull to accommodate the Fairfield County volume. The additional capacity is described above in Section 2a and 2b. Thus, despite the proposal to discontinue services in Guilford, Y-NHH has developed appropriate plans to ensure that the sites to which patients are transferred have sufficient capacity to serve the low volume of patients from the Guilford Center.

d. Identify any special populations that utilize the services and explain how these clients will continue to access this service after the service location closes.

Response:
The Pediatric Specialty Center at Guilford offers services for children in need of hematologic and oncologic services, including outpatient chemotherapy infusion, and other specialty physician services. Y-NHH will continue to offer these services within its service area to ensure continued access to care. These services will be provided in a pediatric-friendly environment. Importantly, patients will have expanded access to multidisciplinary teams, advanced imaging, and complex diagnostics in New Haven, which were not available in Guilford.

All of the Pediatric Specialty Centers accept Medicaid and most commercial insurance. Patients will experience a smooth transition from the site in Guilford to the alternate locations regardless of their source of payment.

e. Provide evidence (e.g. written agreements or memorandum of understanding) that other providers in the area are willing and able to absorb the displaced patients.

Response:
Not applicable. Y-NHH intends to continue providing the same services for the same patients within the service area, and YMG intends to continue providing the same specialty services for the same patient population. Please see Exhibit III for letters from YMG explaining their support for this project.

f. Describe how clients will be notified about the termination and transferred to other providers.

Response:
Y-NHH is prepared to ensure that all stakeholders are made aware of the plan to discontinue services at the Pediatric Specialty Center at Guilford, and have information regarding alternate locations where patients can receive similar services. Staff will assist patients in scheduling appointments for the appropriate

services and will help with arranging transportation when required. Physicians that practice in Guilford have been informed of the proposed closure and the hospital has worked closely with them to accommodate the shift in volume. Y-NHH will also work with the small number of staff at the Center by assigning a representative from Human Resources to locate a new position at the hospital. Y-NHH will notify patients, referring physicians, and staff in a timely manner to ensure continued access to care in a seamless manner. Finally, the Pediatric Specialty Centers all have one centralized phone number and call center that patients can access to schedule appointments at any of the various locations.

3. **Actual and Projected Volume**

   a. Provide volumes for the most recently completed FY by town.

Response:
The following table shows the volume by town at the Pediatric Specialty Center at Guilford during the most recently completed FY.

TOWN	FY13	TOWN	FY13	TOWN	FY13	TOWN	FY13	TOWN	FY13
East Haven	147	Wallingford	49	Stratford	24	Montville	9	Ridgefield	5
Hamden	140	New Haven	46	Meriden	22	Newtown	9	Southington	5
Guilford	135	Groton	43	Brooklyn	20	Watertown	9	Easton	4
Bridgeport	100	Monroe	35	Ansonia	19	Woodbridge	9	North Stonington	4
Madison	96	Colchester	34	Old Saybrook	19	Danielson	8	Beacon Falls	3
Old Lyme	89	Darien	33	Weston	19	Middlefield	8	Bozrah	3
Branford	83	Trumbull	33	Orange	17	Stonington	8	East Windsor	3
Milford	78	Greenwich	31	Waterford	16	Lebanon	7	Franklin	3
Clinton	77	North Branford	31	Danbury	15	Middletown	7	Woodbury	3
North Haven	77	Old Mystic	31	Ledyard	15	Redding	7	Baltic	2
Jewett City	69	Gales Ferry	30	Naugatuck	14	Deep River	6	Bristol	2
Stamford	67	Wilton	29	Shelton	14	East Haddam	6	East Hampton	2
Fairfield	64	Derby	28	Killingworth	13	New York	6	Hartford	2
New London	58	East Lyme	27	Durham	12	Oxford	6	Kensington	2
Niantic	58	Northford	27	Pawkatuck	11	Rhode Island	6	Middlebury	2
Norwalk	58	Waterbury	27	Uncasville	11	Canterbury	5	Moosup	2
Norwich	57	New Canaan	26	Westbrook	10	Florida	5	New Hampshire	2
West Haven	56	Cheshire	24	Essex	9	Glastonbury	5	New Milford	2
Westport	53	Seymour	24	Higganum	9	Plainfield Village	5	Other	25
								TOTAL	2666

Source: YNHH Decision Support Department

b. Complete the following table for the past three fiscal years ("FY") and current fiscal year ("CFY"), for both number of visits and number of admissions, by service.

Response:

Table 1: Historical and Current Visits & Admissions

Visits to the Pediatric Specialty Center at Guilford **(Before Provider-Based Change)**[1]

Visits	Actual Volume (Last 3 Completed FYs)			CFY Volume (Before Provider-Based Change)
	FY2010[2]	FY2011	FY2012	FY2013
Service				
Infusion Related Visits	828	1961	1966	1515
Total	828	1961	1966	1515

* For periods greater than 6 months, report annualized volume, identifying the number of actual months covered and the method of annualizing. For periods less than six months, report actual volume and identify the period covered. ** Identify each service type and add lines as necessary. Provide both number of visits and number of admissions for each service listed. *** Fill in years. In a footnote, identify the period covered by the Applicant's FY (e.g. July 1-June 30, calendar year, etc.).

Office Visits to the Pediatric Specialty Center at Guilford **(After Provider-Based Change)**[3]

Visits	Actual Volume (Last 3 Completed FYs)			CFY Volume (After Provider-Based Change)
	FY2010[4]	FY2011	FY2012	FY2013
Service				
Heme/Onc Physician Visits	N/A	N/A	N/A	636
Cardiology	N/A	N/A	N/A	124
Endocrinology	N/A	N/A	N/A	281
GI	N/A	N/A	N/A	33
Respiratory	N/A	N/A	N/A	77

* For periods greater than 6 months, report annualized volume, identifying the number of actual months covered and the method of annualizing. For periods less than six months, report actual volume and identify the period covered. ** Identify each service type and add lines as necessary. Provide both number of visits and number of admissions for each service listed. *** Fill in years. In a footnote, identify the period covered by the Applicant's FY (e.g. July 1-June 30, calendar year, etc.).

c. Explain any increases and/or decreases in volume seen in the tables above.

Response:

The first table above shows infusion related visits to the Guilford site. Y-NHH began offering the infusion services in Guilford in May of 2010, therefore FY10 in the table above includes only 5 months of volume. The decrease from FY12 to FY13 (1966 to 1515) occurred due to patient preference to utilize the state-of-the-art Smilow Cancer Hospital where advanced diagnostic imaging and other support services are provided in one coordinated visit. The Smilow Cancer Hospital also

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[1] Beginning in May 2010, YNHH operated the infusion and treatment center as a provider-based site. The volume reported here represents visits to this site for infusion related services offered by the hospital. The FY10 volume includes only 5 months of service.

[2] The YNHH fiscal years runs from October 1 to September 30. This table does not include medical office visits because YNHH did not provide these services prior to February of 2013.

[3] Beginning in February of 2013, YNHH operated the specialty medical office visit services as a provider-based department of the hospital. Prior to February of 2013, all of the specialty medical office visits at this site were YMG services only and billed by YMG; the Y-NHH database does not include the YMG volume or billing data. The volume in this table presents the medical office visits.

[4] The YNHH fiscal years runs from October 1 to September 30.

offers infusions for pediatric patients in a spacious, patient and family friendly setting that ensures patient privacy, as compared to the Guilford location.

The second table above shows the physician office visit volume at the Guilford site. The medical office visits became a provider-based department of the hospital in February of 2013. Prior to this date, these physician services, including hematology and oncology, cardiology, endocrinology, gastroenterology, and respiratory services were offered by YMG. The Y-NHH database does not include office visit volume for these services prior to February of 2013. The decrease in volume is shown in the first table which shows the decline in infusion visits.

d. For DMHAS-funded programs only, provide a report that provides the following information for the last three full FYs and the current FY to-date:
   i. Average daily census;
   ii. Number of clients on the last day of the month;
   iii. Number of clients admitted during the month; and
   iv. Number of clients discharged during the month.

Response:
Not applicable.

4. **Quality Measures**

a. Submit a list of all key professional, administrative, clinical, and direct service personnel related to the proposal. Attach a copy of their Curriculum Vitae.

Response:
The following list includes key personnel related to the proposal. The Curriculum Vitae are included as Exhibit IV.

- **Marna P. Borgstrom, CEO**
- **Richard D'Aquila, President and COO**
- **James Staten, Senior Vice President and CFO**
- **Cynthia Sparer, Senior Vice President of Operations and Executive Director of Women's and Children's Services**
- **George Lister, MD, Chair of Pediatrics at Yale School of Medicine and Physician-in-Chief of Yale-New Haven Children's Hospital**

b. Explain how the proposal contributes to the quality of health care delivery in the region.

Response:
With this Certificate of Need application, Y-NHH proposes to discontinue a low volume site and relocate these services to a central location within the service area with easy access to related complex diagnostics, advanced imaging and other support services. By reconfiguring these services, Y-NHH will be able to offer specialty care in a more cost-effective and efficient manner. Y-NNH will provide the same services to the same patients with the same affiliated physicians. This proposal emphasizes the importance of providing coordinated and patient-centered care with a multidisciplinary team as patients have easy and

convenient access in one trip to needed medical services. Y-NHH proposes to provide services in a more cost-efficient manner while improving the quality and coordination of care at patient and family friendly locations.

c. Identify when the Applicants' funding and/or licensing agencies (e.g. DPH, DMHAS) were notified of the proposed termination, and when the Applicants' licenses will be returned.

Response:
YNHH will notify DPH, as appropriate, after completion of the CON process.

5. **Organizational and Financial Information**

a. Identify the Applicant's ownership type(s) (e.g. Corporation, PC, LLC, etc.).

Response:
Y-NHH is a non-profit corporation.

b. Does the Applicant have non-profit status?
☒ Yes (Provide documentation) ☐ No

Response:
Please see Exhibit V for proof of Y-NHH's non-profit status.

c. Financial Statements

i. If the Applicant is a Connecticut hospital: Pursuant to Section 19a-644, C.G.S., each hospital licensed by the Department of Public Health is required to file with OHCA copies of the hospital's audited financial statements. If the hospital has filed its most recently completed fiscal year audited financial statements, the hospital may reference that filing for this proposal.

Response:
Y-NHH's most recently audited financial statements are on file with OHCA.

ii. If the Applicant is not a Connecticut hospital (other health care facilities): Audited financial statements for the most recently completed fiscal year. If audited financial statements do not exist, in lieu of audited financial statements, provide other financial documentation (e.g. unaudited balance sheet, statement of operations, tax return, or other set of books.)

d. Submit a final version of all capital expenditures/costs.

Response:
Not applicable.

e. List all funding or financing sources for the proposal and the dollar amount of each. Provide applicable details such as interest rate; term; monthly payment;

pledges and funds received to date; letter of interest or approval from a lending institution.

Response:
Not applicable.

f. Demonstrate how this proposal will affect the financial strength of the state's health care system.

Response:
Cost-efficient care cannot be provided at the Guilford location due to space limitations and low patient volumes. The proposal to discontinue services at this location, and move them to other existing locations within the service area will improve the delivery of cost effective care. Cost savings are associated with the termination of a lease payment at this location and cost avoidance of large renovation expenses which would be required to remain in the space and provide the appropriate level of patient privacy. By relocating these services, Y-NHH is also able to reallocate funds in order to provide services where demand is greater in New Haven and develop the Trumbull location. Moreover, the operating costs associated with the Trumbull location are less than the site in Guilford which allows the hospital to provide similar services in a more cost-efficient manner. (See incremental column in Financial Attachment I). Thus, this proposal ensures that resources are more efficiently managed according to patient demand which will positively impact the financial strength of the state's health care system.

6. **Financial Attachments I & II**

a. Provide a summary of revenue, expense, and volume statistics, without the CON project, incremental to the CON project, and with the CON project. **Complete Financial Attachment I.** (Note that the actual results for the fiscal year reported in the first column must agree with the Applicant's audited financial statements.) The projections must include the first three full fiscal years of the project.

Response:
Please see Exhibit VI for Financial Attachment I.

b. Provide a three year projection of incremental revenue, expense, and volume statistics attributable to the proposal by payer. **Complete Financial Attachment II.** The projections must include the first three full fiscal years of the project.

Response:
Please see Exhibit VI for Financial Attachment II.

c. Provide the assumptions utilized in developing **both Financial Attachments I and II** (e.g., full-time equivalents, volume statistics, other expenses, revenue and expense % increases, project commencement of operation date, etc.).

Response:
Please see Exhibit VI for a list of assumptions. Y-NHH projects that revenue will not change due to the closure of the Guilford site because the hospital will absorb patients at alternate locations. Cost savings associated with the discontinuation of services are attributed to the termination of a lease payment. In addition, the incremental or additional cost of providing these services at the Pediatric Specialty Center at Guilford is less at the New Haven and Trumbull sites. This is seen in the incremental column within the Financial Attachment. The hospital projects similar revenue as patients are accommodated within the Y-NHH offerings with less operating expense due to the reconfiguration of services.

d. Provide documentation or the basis to support the proposed rates for each of the FYs as reported in Financial Attachment II. Provide a copy of the rate schedule for the proposed service(s).

Response:
A copy of the rate schedule is on file with OHCA.

e. Was the Applicant being reimbursed by payers for these services? Did reimbursement levels enter into the determination to terminate?

Response:
Payers reimburse Y-NHH for these services. The decision to discontinue the services in Guilford was driven by low volumes, the end of the lease term, and the ability to reconfigure services according to patient need while coordinating care.

f. Provide the minimum number of units required to show an incremental gain from operations for each fiscal year.

Response:
Please see Exhibit VI for a table of minimum units required to show an incremental gain from operations.

g. Explain any projected incremental losses from operations contained in the financial projections that result from the implementation and operation of the CON proposal.

Response:
Not applicable.

h. Describe how this proposal is cost effective.

Response:
This proposal enables Y-NHH to discontinue a site in which there is low demand and shift the patient volume to other sites which offer the same services. The result is more cost-efficient care distributed according to patient need. Moreover, patients will receive care in a coordinated specialty center with access to multidisciplinary providers and advanced diagnostic care. Thus, the proposal enables Y-NHH to reconfigure the services it currently provides with less expense, creating the opportunity to reinvest these funds where appropriate to meet patient needs. This demonstrates a cost-effective allocation of funds as Y-NHH is able to provide care more efficiently and patients can receive care in a more coordinated setting, which is expected to reduce costs associated with follow-up visits for related specialty services and complex diagnostic testing.

EXHIBIT I
CON REGULATORY HISTORY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF HEALTH CARE ACCESS

FAX SHEET

TO: NANCY ROSENTHAL

FAX: 203 863-4736

AGENCY: YALE-NEW HAVEN HEALTH SERVICES CORP.

FROM: KEVIN HANSTED

DATE: 8/30/13 **Time:**

NUMBER OF PAGES: 2
(including transmittal sheet)

Comments:

Determination regarding Discontinuation of Services at the Yale-New Haven Hospital.

PLEASE PHONE Barbara K. Olejarz IF THERE ARE ANY TRANSMISSION PROBLEMS.

Phone: (860) 418-7001 *Fax: (860) 418-7053*

410 Capitol Ave., MS#13HCA
P.O.Box 340308
Hartford, CT 06134

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
Office of Health Care Access

August 30, 2013

VIA FACSIMILE ONLY

Nancy Rosenthal
Senior Vice President-Health System Development
Yale-New Haven Health Services Corporation
20 York Street
New Haven, CT 06510

RE: Certificate of Need Determination Report Number 13-31860-DTR
Yale-New Haven Hospital
Discontinuation of Services at the Yale-New Haven Hospital
Pediatric Specialty Clinic at Guilford

Dear Ms. Rosenthal:

On August 28, 2013, the Office of Health Care Access ("OHCA") received your Certificate of Need ("CON") determination request on behalf of Yale-New Haven Hospital ("Applicant") with respect to whether a CON is required for the discontinuation of services at the Yale-New Haven Hospital Pediatric Specialty Clinic at Guilford (the "Clinic").

The Clinic is located at 405 Church Street in Guilford, Connecticut and provides outpatient chemotherapy infusion services, and outpatient office visits in the specialties of hematology/oncology, cardiology, endocrinology, respiratory and gastroenterology for pediatric patients.

The Applicant, a member of the Yale-New Haven Health System, is a 1,541 bed non-profit hospital that has been operating the Clinic with clinical services provided by Yale Medical Group. The Applicant is proposing the cessation of all services at the Clinic in March of 2014.

The cessation of services at the Clinic is a termination of inpatient or outpatient services offered by a hospital, as referenced in Connecticut General Statutes § 19a-638(a)(4). Based upon the foregoing, OHCA concludes that a CON is required.

Please feel free to contact me if you have any questions.

Sincerely,

Kimberly R. Martone
Director of Operations

C: Rose McLellan, License and Applications Supervisor, DPH, DHSR

Date:	August 28, 2013
To:	Ms. Kimberly Martone
Fax Number:	860-418-7053
From:	Nancy Rosenthal
Subject:	CON Request Discontinuation of Services at the Yale-New Haven Hospital Pediatric Specialty Clinic at Guilford

Number of pages including cover sheet: 8

CONFIDENTIALITY NOTICE: This facsimile originates from Yale New Haven Health System. The information contained in this transmittal may be privileged and confidential. If you are the intended recipient(s), you are obligated to maintain this transmittal in a secure and confidential manner. If you are not the intended recipient(s), you are hereby notified that you have received this transmittal in error and any review, use, distribution or copying is strictly prohibited. If you have received this transmittal in error, please notify the sender immediately and destroy this message. Thank you.

P. 1

* * * Communication Result Report (Aug. 28. 2013 12:55PM) * * *

1)
2)

Date/Time: Aug. 28. 2013 12:53PM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
1805	Memory TX	918604187053	P. 8	OK	

Reason for error
E. 1) Hang up or line fail
E. 2) Busy
E. 3) No answer
E. 4) No facsimile connection
E. 5) Exceeded max. E-mail size

YALE NEW HAVEN HEALTH

Date: August 28, 2013
To: Ms. Kimberly Martone
Fax Number: 860-418-7053
From: Nancy Rosenthal
Subject: CON Request
Discontinuation of Services at the Yale-New Haven Hospital Pediatric Specialty Clinic at Guilford

Number of pages including cover sheet: 8

CONFIDENTIALITY NOTICE: This facsimile originates from Yale New Haven Health System. The information contained in this transmittal may be privileged and confidential. If you are the intended recipient(s), you are obligated to maintain this transmittal in a secure and confidential manner. If you are not the intended recipient(s), you are hereby notified that you have received this transmittal in error and any review, use, dissemination or copying is strictly prohibited. If you have received this transmittal in error, please notify the sender immediately and destroy this message. Thank you.

August 28, 2013

Ms. Kimberly Martone
Director of Operations
Office of Health Care Access
410 Capital Avenue, MS #13HCA
P.O. Box 340308
Hartford, CT 06134

RE: Certificate of Need Determination Request
Discontinuation of Services at the Yale-New Haven Hospital
Pediatric Specialty Clinic at Guilford

Dear Ms. Martone:

Please find enclosed a Certificate of Need Determination Request regarding a proposed discontinuation of services at the Yale-New Haven Pediatric Specialty Clinic at Guilford.

If you have any questions, please let me know.

Thank you for your timely assistance with this matter.

Sincerely,

Nancy Rosenthal

Nancy Rosenthal
Senior Vice President – Health System Development

cc: Jennifer Willcox, Esq.

*Enclosures

789 Howard Avenue
New Haven, CT 06519

State of Connecticut
Office of Health Care Access
CON Determination Form
Form 2020

All persons who are requesting a determination from OHCA as to whether a CON is required for their proposed project must complete this Form 2020. The completed form should be submitted to the Director of the Office of Health Care Access, 410 Capitol Avenue, MS#13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. PETITIONER INFORMATION

If this proposal has more than two Petitioners, please attach a separate sheet, supplying the same information for each Petitioner in the format presented in the following table.

	Petitioner
Full Legal Name	Yale-New Haven Hospital
Doing Business As	Yale-New Haven Hospital
Name of Parent Corporation	Yale-New Haven Health Services Corporation
Petitioner's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail	20 York Street New Haven, CT 06510
What is the Petitioner's Status: P for profit and NP for Nonprofit	NP
Contact Person at Facility, including Title/Position: This Individual at the facility will be the Petitioner's Designee to receive all correspondence in this matter.	Nancy Rosenthal Senior VP Health Systems Development

Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail	**20 York Street** **New Haven, CT 06510**
Contact Person's Telephone Number	**(203) 863-3908**
Contact Person's Fax Number	**(203) 863-4736**
Contact Person's e-mail Address	**nancy.rosenthal@greenwichhospital.org**

SECTION II. GENERAL PROPOSAL INFORMATION

a. Proposal/Project Title: **Discontinuation of Services at the Yale-New Haven Hospital Pediatric Specialty Center at Guilford**

b. Estimated Total Project Cost: **$0**

c. Location of proposal, identifying Street Address, Town and Zip Code: **405 Church Street, Guilford, CT 06437**

d. List each town this project is intended to serve: **See Section IV.3.**

e. Estimated starting date for the project: **March of 2014**

SECTION IV. PROPOSAL DESCRIPTION

Please provide a description of the proposed project, highlighting each of its important aspects, on at least one, but not more than two separate 8.5" X 11" sheets of paper. At a minimum each of the following elements need to be addressed, if applicable:

1. If applicable, identify the types of services currently provided and provide a copy of each Department of Public Health license held by the Petitioner.

The Yale-New Haven Hospital Pediatric Specialty Center at Guilford (the "Clinic") provides outpatient chemotherapy infusion services, and outpatient office visits in the specialties of hematology/oncology, cardiology, endocrinology, respiratory and gastroenterology for pediatric patients. Chemotherapy infusion is offered on a daily basis (Monday through Friday) and the other specialty services are offered once per week (or less) depending on the demand for such services.

The Clinic is currently operated by Yale-New Haven Hospital (YNHH) and the clinical services are provided by Yale Medical Group (YMG). YMG is an academic

multispecialty group affiliated with Yale University School of Medicine and includes over 1,000 physicians that practice at hundreds of locations throughout Connecticut. A copy of the YNHH license is attached in Exhibit A.

2. Identify the types of services that are being proposed and what DPH licensure categories will be sought, if applicable.

YNHH is a 1,541 bed (including bassinets) teaching hospital with two integrated campuses in New Haven and a pediatric campus in Bridgeport. YNHH is affiliated with the Yale University School of Medicine, and includes the Yale-New Haven Children's Hospital, the Yale-New Haven Psychiatric Hospital, and the Smilow Cancer Hospital. YNHH is a member of the Yale-New Haven Health System.

On July 10, 2009, YNHH filed a Determination Request with the Office of Health Care Access (OHCA) to convert an existing YMG outpatient pediatric chemotherapy infusion practice located in Guilford to a provider-based department of YNHH. (Docket No. 09-31405-DTR). OHCA approved the conversion on July 23, 2009 and stated that the proposal met an exemption to the then-current Certificate of Need requirements because YNHH at that time offered pediatric oncology services on an outpatient basis and Guilford was within the YNHH primary service area. On February 1, 2013, YNHH converted the hematology/oncology, cardiology, endocrinology, gastroenterology, and respiratory services provided at the Clinic to a provider-based department. As noted in the July 10, 2009 Determination Request, as a provider-based department of YNHH, YNHH bills for the facility fee associated with the services and YMG bills for the professional component. The sources of payment include Medicaid, commercial insurance, and private pay patients. The Clinic is located in leased space under an agreement that expires in March of 2014.

YNHH proposes to cease providing all services at the Clinic at the end of its lease term due to several factors, as described below. Despite the discontinuation of the services in Guilford, pediatric patients that require the services offered at the Clinic will continue to have access to these services within the YNHH primary service area. Pediatric patients in need of outpatient chemotherapy infusion services will have access to these services at the Smilow Cancer Hospital in New Haven which is approximately 14 miles away from the Clinic and has sufficient capacity to absorb these patients.

Pediatric patients in need of outpatient cardiology, endocrine, gastrointestinal, and respiratory services will continue to have access to these services at the Pediatric Specialty Center at One Long Wharf and at YNHH. Both of these sites are located in New Haven. All of these locations accept all payors and have the capacity to provide these services. Importantly, the majority of patients cared for at the Guilford Clinic reside in New Haven and Fairfield Counties, and all of the physicians that practice at the Clinic in Guilford also practice in New Haven. Thus, the consolidation of services provided at the Clinic from Guilford to New Haven will not result in hardship to accessing care.

YNHH proposes to cease providing services at the Clinic due to consistently low volume, operating losses, and the increased efficiency and cost-effectiveness of consolidating outpatient services according to patient need. Outpatient infusion volume at this location was low in 2009 and has declined. There were 2,109 infusion visits in FY 2010 and there is a projected decreased volume of 1,669 visits in FY 2013. The low infusion volume and decline can be attributed to the physical location of the clinic in Guilford and the preference of patients to receive services at the recently opened Smilow Cancer Hospital, which provides a full spectrum of highly advanced cancer care services. The cardiology, endocrinology, gastroenterology, and respiratory volumes are also low, with a monthly average of less than 10 patients per week in each specialty.

The low volume at the clinic has contributed to financial losses in the amount of approximately $400,000 on an annual basis. The financial losses contributed to the decision to consolidate these pediatric services in a more central location with higher patient need. The discontinuation of services will not impact access to care in the YNHH service area, but will result in less of a cost burden on the local healthcare region and a more efficient allocation of resources.

YNHH and the Clinic are prepared to ensure that patients and physicians are made aware of the plan to discontinue services, and have information regarding alternate locations where patients can receive similar services. Staff at the Clinic will assist patients in scheduling appointments for the appropriate services and help with arranging for transportation when required. YNHH and the Clinic will also help staff transition after the services at the Clinic are discontinued. YNHH currently employs 6 part time staff at this location and all of these employees will have the opportunity to work with a representative from Human Resources in locating a new position at YNHH.

The purpose of this determination letter is to obtain confirmation from OHCA that CON approval is not required for YNHH to cease providing services at the Pediatric Specialty Center at Guilford. The proposal is currently planned to take effect at the end of the Clinic's lease in March of 2014. All of the services currently offered in Guilford will continue to be offered by YNHH within the YNHH primary service area and all of the alternate sites located in New Haven currently have capacity and will continue to accept all payors.

3. Identify the current population served and the target population to be served.

The current and target population served by YNHH and the Clinic includes Ansonia, Bethany, Branford, Cheshire, Clinton, Deep River, Derby, East Haven, Essex, Guilford, Hamden, Killingworth, Madison, Meriden, Milford, New Haven, North Branford, North Haven, Old Saybrook, Orange, Oxford, Seymour, Wallingford, Westbrook, West Haven and Woodbridge.

SECTION V. AFFIDAVIT

(Each Petitioner must submit a completed Affidavit.)

Petitioner: **Yale-New Haven Hospital**

Project Title: **Discontinuation of Services at the Yale-New Haven Hospital Pediatric Specialty Center at Guilford**

I, **Nancy Rosenthal** (Name), **Senior VP Health Systems Development** (Position – CEO or CFO)

of **Yale-New Haven Hospital** (Organization Name) being duly sworn, depose and state that the information provided in this CON Determination form is true and accurate to the best of my knowledge.

Nancy Rosenthal
Signature

August 28, 2013
Date

Subscribed and sworn to before me on August 28, 2013

Amy E. Rozmus
Notary Public/Commissioner of Superior Court

Amy E. Rozmus
Notary Public
State of Connecticut
My Commission Expires 12/31/2013

My commission expires:

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0044

General Hospital

In accordance with the provisions of the General Statutes of Connecticut Section 19a-493: Yale-New Haven Hospital, Inc. of New Haven, CT d/b/a Yale-New Haven Hospital, Inc. is hereby licensed to maintain and operate a General Hospital.

Yale-New Haven Hospital, Inc. is located at 20 York Street, New Haven, CT 06504.

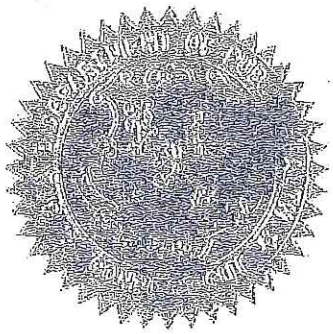
The maximum number of beds shall not exceed at any time:
134 Bassinets
1407 General Hospital Beds

This license expires **September 30, 2013** and may be revoked for cause at any time.
Dated at Hartford, Connecticut, October 1, 2011.

SATELLITES

Hill Regional Career High School, 140 Legion Avenue, New Haven, CT
Branford High School Based Health Center, 185 East Main Street, Branford, CT
Walsh Middle School, 185 Damascus Road, Branford, CT
James Hillhouse High School Based Health Center, 480 Sherman Parkway, New Haven, CT
Weller Building, 425 George Street, New Haven, CT
Yale-New Haven Psychiatric Hospital, 184 Liberty Street, New Haven, CT
Yale-New Haven Shoreline Medical Center, 111 Goose Lane, Guilford, CT
Pediatric Dentistry Center, 860 Howard Avenue, New Haven, CT
YNHASC Temple Surgical Center, 60 Temple Street, New Haven, CT
YNHASC Women's Surgical Center, 40 Temple Street, New Haven, CT
Mauro-Sheridan School Based Health Center, 191 Fountain Street, New Haven, CT
Yale-New Haven Hospital Dental Center, 2560 Dixwell Avenue, Hamden, CT
Murphy School Based Health Center, 14 Brushy Plain Road, Branford, CT
P.T. Barnum Pediatric Center, 226 Mill Hill Avenue, Bridgeport, CT
Yale-New Haven Hospital-Saint Raphael Campus, 1450 Chapel Street, New Haven, CT
Adolescent Day Hospital, 646 George Street, New Haven, CT
Psychiatric Day Hospital, 1294 Chapel Street, New Haven, CT
Children's Psychiatric Day Hospital, 1450 Chapel Street, New Haven, CT
Elder Care Clinic, Atwater Clinic, 26 Atwater Street, New Haven, CT
Elder Care Clinic/Tower One, 18 Tower Lane, New Haven, CT
Elder Care Clinic/Casa Otonal, 135 Sylvan Avenue, New Haven, CT
Elder Care Clinic/Edith Johnson Tower, 114 Bristol Street, New Haven, CT
Evening Chemical Dependency Program, 1294 Chapel Street, New Haven, CT
Elder Care Clinic/Surfside, 200 Oak Street, West Haven, CT
Troup Magnet Academy School-Based Health Center, New Haven, CT
Adult PHP, 110 Sherman Avenue, Hamden, CT
Wheat, 674 Washington Avenue, West Haven, CT
Barnard Environmental Studies Magnet School, 170 Derby Avenue, New Haven, CT
Center for Women's Health/Midwifery & Chapel Pediatrics, 2 Ivy Brook Road, Suite 111, Shelton, CT
"Smiles 2 Go" Dental Mobile Van, 60 Commerce Street, East Haven, CT
Project Eldercare, 2080 Whitney Avenue, Suite 150, Hamden, CT
Chapel Pediatrics, 2080 Whitney Avenue, Suite 150, Hamden, CT
Shoreline Child and Adolescent Mental Health Services, 21 Business Park Drive, Branford, CT

License Revised to Reflect:
* Hospital of Saint Raphael merged with Yale-New Haven Hospital, Inc. effective 9/12/12



Jewel Mullen, MD, MPH, MPA
Commissioner

STATE OF CONNECTICUT
OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

July 23, 2009

Via Facsimile Only

Jean Ahn
System Director
Yale-New Haven Hospital
20 York Street
New Haven, CT 06504

Re: CON Determination Report Number 09-31405-DTR
Yale-New Haven Hospital
Establishment of Outpatient Pediatric Infusion Ancillary Service in Guilford,
Pursuant to Public Act 09-232, Connecticut General Statues

Dear Ms. Ahn:

On July 14, 2009, the Office of Health Care Access ("OHCA") received your Certificate of Need ("CON") Determination request on behalf of Yale-New Haven Hospital ("YNHH") to establish outpatient pediatric infusion ancillary service in Guilford, Connecticut. OHCA has reviewed your request and makes the following findings:

1. YNHH is an acute care hospital located at 20 York Street in New Haven, Connecticut.

2. YNHH currently offers pediatric oncology services on an outpatient basis.

3. The Petitioner is seeking to convert a portion of an existing Yale Medical Group outpatient medical oncology practice to a provider-based YNHH based outpatient department.

4. The Petitioner contends that the proposed arrangement will provide better alignment, organization and coordination of pediatric chemotherapy services.

5. YNHH contends to assume the equipment and a portion of the space leased by Yale Medical Group practice in Guilford that currently provides pediatric chemotherapy infusion services.

6. The current and the target population to be served by the physician practices include the town of Guilford, which is within the area served by YNHH's Shoreline Medical Center.

7. The Petitioner contends that the total capital expenditure associated with the proposal is $60,000.

8. Pursuant to Public Act 09-232 of the Connecticut General Statutes ("C.G.S.):

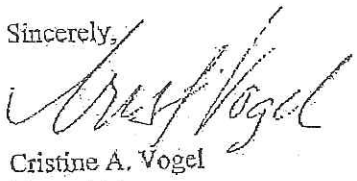
   "Each short-term acute care general or children's hospital, chronic disease hospital or hospital for the mentally ill that on July 1, 2009, is providing outpatient services,.....that thereafter proposes to provide such services at an alternative location within the primary service area of the health care facility or institution, shall be exempt from the certificate of need requirements prescribed in subsection (a) of section 19a-638, as amended by this act,..."

9. OHCA finds that YNHH currently offers pediatric oncology services on an outpatient basis and that the town of Guilford is within YNHH's primary service area.

Based on these findings, OHCA has determined that Yale-New Haven Hospital's proposal to establish outpatient pediatric infusion ancillary services in Guilford, Connecticut meets the exemption requirements under Public Act 09-232 and therefore, a Certificate of Need is not required.

If you have any questions concerning this letter, please contact Steven W. Lazarus at (860) 418-7012.

Sincerely,



Cristine A. Vogel
Commissioner

Attachment

C: Rose McClellan, Licensing Examination Assistant, DHSR, DPH

CAV:swl

000001

July 10, 2009

Honorable Cristine Vogel, Commissioner
Office of Health Care Access
410 Capitol Avenue, MS#13HCA
P.O. Box 340308
Hartford, CT 06134-0308

RE: Yale-New Haven Hospital— Expansion of outpatient pediatric infusion ancillary services in the primary service area

Dear Commissioner Vogel:

As requested, Yale-New Haven Hospital is pleased to submit an original and five (5) copies of the CON Determination Form for the above-mentioned topic.

As stated in our earlier notification letter to OHCA on July 1, 2009, Yale-New Haven Hospital's proposal to convert the existing pediatric infusion ancillary services of an YMG practice to an YNHH outpatient provider-based department to better align, organize and coordinate pediatric chemotherapy services, falls within the exemption outlined in Public Act No. 09-232. These services are all currently services provided by the Hospital on an outpatient basis. The total estimated capital expenditure is $60,000.

Please forward any correspondence to:

Jean Ahn, System Director
Yale-New Haven Hospital
20 York Street, CB 1007
New Haven, CT 06504

Thank you for your consideration.

Sincerely,

Norman G. Roth
Senior Vice President, Administration

cc: Bill Aseltyne, Esq.
Michael Apkon, M.D.

20 York Street
New Haven, CT 06510-3202

000004

State of Connecticut
Office of Health Care Access
CON Determination Form
Form 2020

All persons who are requesting a determination from OHCA as to whether a CON is required for their proposed project must complete this Form 2020. The completed form should be submitted to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS#13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. PETITIONER INFORMATION

If this proposal has more than two Petitioners, please attach a separate sheet, supplying the same information for each Petitioner in the format presented in the following table.

	Petitioner	Petitioner
Full Legal Name	Yale-New Haven Hospital	
Doing Business As	Yale-New Haven Hospital	
Name of Parent Corporation	Yale-New Haven Network Corporation	
Petitioner's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail	Yale-New Haven Hospital 20 York Street New Haven, CT 06504	
What is the Petitioner's Status: P for profit and NP for Nonprofit	Nonprofit	
Contact Person at Facility, including Title/Position: This Individual at the facility will be the Petitioner's Designee to receive all correspondence in this matter.	Jean Ahn, System Director	
Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail	Yale-New Haven Hospital 20 York Street, CB 1007 New Haven, CT 06504	
Contact Person's Telephone Number	203-688-2609	
Contact Person's Fax Number	203-688-5013	
Contact Person's e-mail Address	jean.ahn@ynhh.org	

000003

SECTION II. GENERAL PROPOSAL INFORMATION

a. Proposal/Project Title: **Assumption of the Equipment Leases and a portion of the Space Lease from a Yale Medical Group pediatric oncology practice and the conversion of the existing ancillary services to a Yale-New Haven Hospital outpatient provider-based department**

b. Location of proposal, identifying Street Address, Town and Zip Code:
405 Church Street, Guilford, CT 06437-2003

c. List each town this project is intended to serve:
Guilford

d. Estimated starting date for the project: **Following OHCA approval**

e. Type of Entity: (Please check *E* for Existing and *P* for Proposed in the boxes that apply)

E	P		E	P		E	P	
☐	☐	Acute Care Hospital	☐	☐	Imaging Center	☐	☐	Cancer Center
☐	☐	Behavioral Health Provider	☐	☐	Ambulatory Surgery Center	☐	☐	Primary Care Clinic
☐	☐	Hospital Affiliate	☒	☐	Other (specify):physician practice			

SECTION III. EXPENDITURE INFORMATION

a. Estimated Total Project Cost: **$60,000**

b. Please provide the following breakdown as appropriate: (may not represent the aggregate shown above)

Medical Equipment Purchases	**$60,000**
Major Medical Equipment Purchases	
Non-Medical Equipment Purchases*	
Land/Building/Asset Purchases	
Construction/Renovation	
Other (Non-Construction) Specify:_____	
Total Capital Expenditure	**$60,000**
Medical Equipment - Fair Market Value of Leases	
Major Medical Equipment - Fair Market Value of Leases	
Non-Medical Equipment - Fair Market Value of Leases*	
Fair Market Value of Space –Capital Leases Only	
Total Capital Cost	**$60,000**
Total Project Cost	**$60,000**

000004

* Provide an itemized list of all non-medical equipment to be purchase and leased.

Major Medical and/or Imaging Equipment Acquisition:

Equipment Type	Name	Model	Number of Units	Cost per unit

Note: Provide copy of the vendor contract or quotation for the medical equipment.

c. Check each applicable financing method or funding source to be used for the proposal:

☒ Petitioner's Equity ☐ Capital Lease ☐ Conventional Loan

☐ Charitable Contributions ☐ Operating Lease ☐ CHEFA Financing

☐ Funded Depreciation ☐ Grant Funding ☐ Other (specify): _____

SECTION IV. PROPOSAL DESCRIPTION

Please provide a description of the proposed project, highlighting each of its important aspects, on at least one, but not more than two separate 8.5" X 11" sheets of paper. At a minimum each of the following elements need to be addressed, if applicable.

1. Identify the types of services currently provided. If applicable, provide a copy of each Department of Public Health license held by the Petitioner.

   Yale-New Haven Hospital (YNHH) is the primary teaching hospital for the Yale University School of Medicine and a major community hospital for residents of the greater New Haven area. The Hospital offers a full array of primary to quaternary patient services; many quaternary services have been designated as regional or national referral services.

   The Hospital currently offers pediatric oncology services on an outpatient basis.

   A copy of YNHH's Department of Public Health (DPH) License is presented as Attachment I.

2. Identify the types of services that are being proposed and what DPH licensure categories will be sought, if applicable?

   The Hospital proposes to assume the equipment and a portion of the space leases of a Yale Medical Group practice in Guilford that currently provides pediatric chemotherapy infusion services.

DPH has confirmed that no additional DPH licensure is required.

3. Identify the current population served and the target population to be served.

   The current and target populations served by the physician practices include the town of Guilford, which falls within the towns served by the Shoreline Medical Center including Ansonia, Bethany, Branford, Cheshire, Clinton, Deep River, Derby, East Haven, Essex, Guilford, Hamden, Killingworth, Madison, Meriden, Milford, New Haven, North Branford, North Haven, Old Saybrook, Orange, Oxford, Seymour, Wallingford, Westbrook, West Haven and Woodbridge.

4. Identify the entity that will be providing the service(s).

   Yale-New Haven Hospital is planning to convert existing ancillary services provided by a Yale School of Medicine physician practice to a provider-based Hospital outpatient location providing outpatient pediatric chemotherapy infusion services.

5. Identify the entity that will be responsible for the billing of the service(s) relating to this proposal.

   Since it will be operating a provider-based outpatient department, Yale-New Haven Hospital will bill for Hospital-based services to all government and non-government payors based on each patient's insurance coverage. Physician professional services will be billed separately by the Yale School of Medicine.

6. Identify the entity that owns/leases or will own/lease the physical space of the proposed equipment/service.

   Yale-New Haven Hospital will lease a portion of the physical space where ancillary Hospital services will be provided.

7. If there is more than one entity involved in this proposal, please provide copies of any and all existing or proposed contracts or written agreements entered between the two entities that relate to the proposal.

   Since Yale-New Haven Hospital is still in the process of negotiating the space and equipment leases, formal contracts have not yet been drafted.

8. Provide a list that identifies the name of each petitioning or affiliate entity involved with this proposal.

   Yale-New Haven Hospital
   Yale School of Medicine (acting on behalf of Yale Medical Group and YSM Department of Pediatrics)

9. Provide a copy of the chart of organization for each individual petitioning entity or affiliate and a corporate chart of organization, if applicable.

   Please see Attachment II for organizational charts.

000006

10. Provide a narrative that addresses the relationship of each petitioning or affiliate entity with the other entities involved with this proposal.

Yale-New Haven Hospital is seeking to convert a portion of an existing Yale Medical Group outpatient medical oncology practice to a provider-based Hospital outpatient Department to better serve patients in the community. The proposed arrangement will provide better alignment, organization and coordination of pediatric chemotherapy services, which reflects Yale School of Medicine's and Yale-New Haven Hospital's shared vision of providing high quality care to their pediatric oncology patients.

11. Who are the current payers of this service and identify any anticipated payer changes when the proposed project becomes operational?

The payers for this service include Medicare, Medicaid, Aetna, Blue Cross, Cigna, Connecticare, HMC PPO, Oxford, PHS, United Healthcare, Workers Compensation, Yale Health Plan and others. No payer changes are anticipated.

000007

SECTION V. AFFIDAVIT

(Each Petitioner must submit a completed Affidavit.)

Petitioner: **Yale-New Haven Hospital**

Project Title: **Assumption of the Equipment Leases and a portion of the Space Lease from a Yale Medical Group pediatric oncology practice and the conversion of the existing ancillary services to a Yale-New Haven Hospital outpatient provider-based department**.

I, **James Staten, CFO,** of **Yale-New Haven Hospital** being duly sworn, depose and state that the information provided in this CON Determination form is true and accurate to the best of my knowledge, and that **Yale-New Haven Hospital** complies with the appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

James Staten
Signature

7/10/09
Date

Subscribed and sworn to before me on 7/10/09

Patricia C. Fiorentino
Notary Public/Commissioner of Superior Court

My commission expires: Patricia C. Fiorentino
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2009

Form 2020
Revised 11/08

7/10/2009

000005

Attachment I

Department of Public Health License

STATE OF CONNECTICUT

Department of Public Health

000009

LICENSE

License No. 0044

General Hospital

In accordance with the provisions of the General Statutes of Connecticut Section 19a-493:

Yale-New Haven Hospital, Inc. of New Haven, CT, d/b/a Yale-New Haven Hospital, Inc. is hereby licensed to maintain and operate a General Hospital.

Yale-New Haven Hospital, Inc. is located at 20 York Street, New Haven, CT 06504

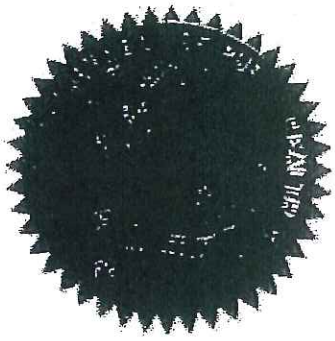
The maximum number of beds shall not exceed at any time:
852 General Hospital beds
92 Bassinets

This license expires **September 30, 2009** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, October 1, 2007. RENEWAL.

License revised to reflect:
* Temporary relocation until renovations are complete effective 3/27/09

Satellites
Hill Regional Career High School, 140 Legion Avenue, New Haven, CT
Branford High School Based Health Center, 185 East Main Street, Branford, CT
Walsh Middle School, 185 Damascus Road, Branford, CT
James Hillhouse High School Based Health Center, 480 Sherman Parkway, New Haven, CT
*Sheriden Academy of Excellence School Based Health Center, 311 Valley Street, New Haven, CT
Vincent E. Mauro Elementary School Based Health Center, 130 Orchard Street, New Haven, CT
Weller Building, 425 George Street, New Haven, CT
Yale-New Haven Psychiatric Hospital, 184 Liberty Street, New Haven, CT
Yale-New Haven Shoreline Medical Center, 111 Goose Lane, Guilford, CT
Pediatric Dentistry Center, 860 Howard Avenue, New Haven, CT
YNHASC Temple Surgical Center, 60 Temple Street, New Haven, CT
YNHASC Women's Surgical Center, 40 Temple Street, New Haven, CT



J Robert Galvin MD, MPH, MBA

J. Robert Galvin, MD, MPH, MBA,
Commissioner

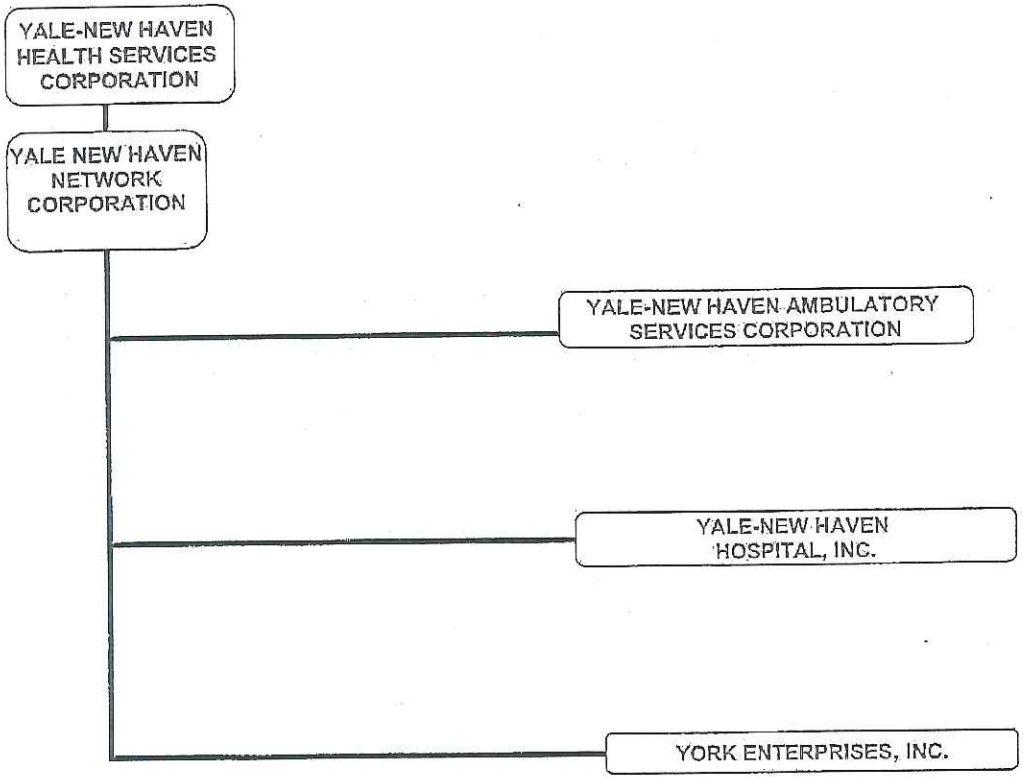
7/10/2009 000010

Attachment II

Organizational Charts

000011

Yale-New Haven Hospital



Yale Medical Group

000012

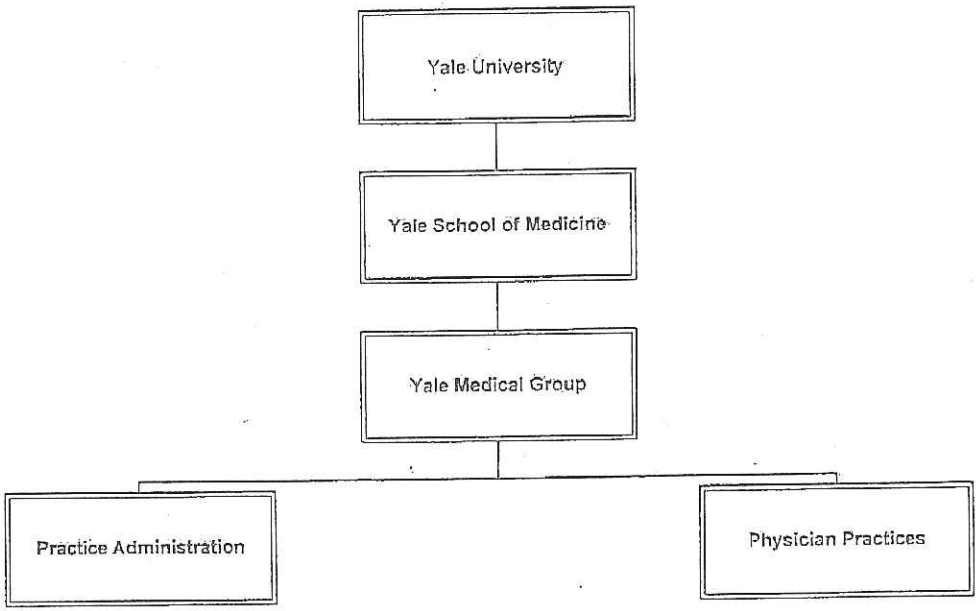


EXHIBIT II
ARTICLE

A new Pediatric Specialty Center is now open at One Long Wharf

Specialists who are seeing more young patients every year expect that having two centers will make visits better for families.

Denise Eagley, a patient care associate, reads a book with a patient waiting for her appointment.

[February 2010] For a 3-year-old who loves dinosaurs and superheroes, and counts on his routines, going to a new doctor's office can be a big change. But Yale Medical Group physicians and others who helped to plan a new Pediatric Specialty Center at One Long Wharf in New Haven made the new offices as bright, comfortable and child-friendly as possible. Fatima Santos thinks the change will be seamless for her 3-year-old son, Christian, who has had three surgeries for spina bifida and needs follow-up visits every four months.

"He sees a a pediatrician, an orthopaedist, a urologist, and if needed a neurologist—all in one visit," she says. "Each one is checking different things – speech, cognitive skills, if he needs new leg braces. He gets antsy. The most important thing is that the place is comfortable enough that you can keep a child entertained through a visit like that."

Creating a pleasant environment was always a goal at the Pediatric Specialty Center at Yale-New Haven Children's Hospital, and the same is true at the specialty center that recently opened on Long Wharf in New Haven, just a few miles away. Families who visit the new center walk into the building's large lobby and take an elevator to the second floor, where they complete a one-step registration process. They wait in comfortable chairs in a large sitting area painted in bright colors. The waiting room also has a play area, a glassed-off isolation room for families concerned about exposure to germs, and a lactation room.

Paul McCarthy, MD, stands in the hallway of the new, brightly painted Pediatric Specialty Center at Long Wharf.

More room, less waiting time

The Long Wharf Center hasn't replaced the original one on the second floor of Yale-New Haven Children's Hospital, where families have gone for years to visit pediatric cardiologists, nephrologists and other specialists. The Children's Hospital Center, which has reorganized its consultation and exam rooms, is still the primary center for patients who require sedation, monitoring and complex diagnostic tests. Children with cancer now see doctors at Smilow Cancer Hospital and at the Pediatric Hematology-Oncology office in Guilford. What the Long Wharf Center does do is provide enough additional room so that physicians at both places can see more patients, shorten waiting times and offer the best possible experience for families and patients. Depending on the type of specialist they need, families may come here for care ranging from one-time consultations, to treatment for chronic to acute medical and surgical conditions. "We hope that the added conveniences of the new space will help to alleviate some of the stress families experience when a child needs to see a specialist," says Alia Bazzy-Asaad, MD, chief of pediatric respiratory medicine at YMG and one of the physicians involved in planning the Long Wharf Center.

The same day patients come in for consultations or exams, they can access other services in the building, such as blood drawing, lung function tests, and diagnostic imaging tests such as ultrasound and fluoroscopy.

Pediatric nephrologist Jeffrey Mark Stein, MD, talks to the mother of one of his young patients in a Long Wharf exam room.

Focus on multidisciplinary care

In addition, Long Wharf's new design makes it easy for children who see multiple specialists. "A decade ago, we identified a key responsibility to provide

multidisciplinary care for patients during visits, so that if patients have a complex problem they can see different specialists in one visit," says Paul L. McCarthy, MD, chief of clinical services. To make this as efficient as possible, the Long Wharf Center is sectioned into four pods, each containing three exam rooms and a conference room. Each pod can accommodate up to three pediatric and/or surgical disciplines simultaneously.

Some of the specialists moving to Long Wharf had seen dramatic increases in numbers of new patients, and were looking for room to expand. "There is a growing need for pediatric orthopaedic care, and I have been seeing more patients every month," says pediatric orthopaedist Brian G. Smith, MD.

Now he is looking forward to adding a second orthopaedist, opening a new Muscular Dystrophy Clinic jointly staffed with Geoffrey Miller, MD, of pediatric neurology, and adding more appointment availability. "The exciting thing about the new center is that it will enable all of us to accommodate expansion and provide better services for more patients," Smith says.

Story by Kathy Katella
Photographs by Robert A. Lisak
http://www.yalemedicalgroup.org/long_wharf_pediatric_02_2010

EXHIBIT III
LETTERS OF SUPPORT

Yale SCHOOL OF MEDICINE

Department of Pediatrics

GEORGE LISTER, MD
Chair, Department of Pediatrics
Physician-in-Chief
Yale-New Haven Children's Hospital

PO Box 208064
New Haven CT 06520-8064
T 203 785-4638
F 203 785-6925
george.lister@yale.edu
www.yalepediatrics.org

courier
Laboratory for Medicine and Pediatrics (LMP)
Room 4085
330 Cedar Street
New Haven CT 06510

December 13, 2013

Ms. Kimberly Martone
Director of Operations
Office of Health Care Access
410 Capitol Avenue
MS #13HCA
P.O. Box 340308
Hartford, CT 06106

Re: Yale-New Haven Hospital Pediatric Specialty Center at Guilford

Dear Ms. Martone:

The purpose of this letter is to provide assurance to the Office of Health Care Access that the patients currently served at the Pediatric Specialty Center at Guilford will continue to have access to these services following the reconfiguration of this program.

Yale Medical Group (YMG) is one of the largest academic multispecialty group practices in the country, with over 1,000 practicing physicians and more than 100 specialties and subspecialties. YMG provides numerous specialty services throughout the State of Connecticut, and provides pediatric specialty services at the Yale-New Haven Hospital Pediatric Specialty Centers which are currently located in New Haven, Norwalk, Greenwich, and Guilford.

Yale-New Haven Hospital (YNHH) has proposed to discontinue the services currently offered at the Pediatric Specialty Center at Guilford in light of various financial pressures and the goals of health reform which emphasize value-driven and patient-centered care. YNHH and YMG will continue to offer the pediatric specialty services currently offered in Guilford within the service area. Patients in need of cardiology, endocrinology, gastroenterology, and respiratory care will continue to have access to these services in New Haven at the Pediatric Specialty Center at Long Wharf and at YNHH. Patients in need of hematology and oncology care and chemotherapy infusion will continue to have access to these services at the Smilow Cancer Hospital.

YMG and YNHH are committed to providing access to care for these patients and will work with patients to ensure a successful transition during this reconfiguration. Moreover, patients currently cared for in Guilford will continue to have access to the same YMG physicians and services in New Haven.

Thank you for your support of this application.

Sincerely,

George Lister, MD

Gl*lmd

Yale SCHOOL OF MEDICINE

Department of Pediatrics

Section of Pediatric Cardiology
PO Box 208064
New Haven CT 06520-8064
T 203 785-2022 *(office)*
203 785-4081 *(appointments)*
F 203 737-2786
medicine.yale.edu/pediatrics/cardiology

courier
333 Cedar Street
New Haven CT 06510

PEDIATRIC AND CONGENTIAL CARDIOLOGY
William E. Hellenbrand, MD
Section Chief
Jeremy D. Asnes, MD
Martina Brueckner, MD
John T. Fahey, MD
Steven B. Fishberger, MD
Alan H. Friedman, MD
E. Kevin Hall, MD
Bevin P. Weeks, MD
Constance Weismann, MD
Nancy Rollinson, APRN
Megan Gnidula, RN

DIAGNOSTIC AND INTERVENTIONAL CARDIAC CATHETERIZATION
William E. Hellenbrand, MD
John T. Fahey, MD
Jeremy D. Asnes, MD

ELECTROPHYSIOLOGY ARRHYTHMIA AND PACING
Steven B. Fishberger, MD

PEDIATRIC AND FETAL ECHOCARDIOGRAPHY
Alan H. Friedman, MD
Bevin P. Weeks, MD

KAWASAKI DISEASE
Bevin P. Weeks, MD

HEART FAILURE AND CARDIOMYOPATHY
E. Kevin Hall, MD

CARDIOVASCULAR GENETICS
Martina Brueckner, MD

ADULT CONGENITAL HEART DISEASE
John T. Fahey, MD
Daniel L. Jacoby, MD
Lynda E. Rosenfeld, MD

SATELLITE CLINICS
Brookfield
Guilford
Norwich
New London
Waterbury

December 6, 2013

Ms. Kimberly Martone
Director of Operations
Office of Health Care Access
410 Capitol Avenue
MS #13HCA
P.O. Box 340308
Hartford, CT 06106

Re: Yale-New Haven Hospital Pediatric Specialty Center at Guilford

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YMG and YNHH are committed to providing access to care for these patients and will work with patients to ensure a successful transition during this reconfiguration. Moreover, patients currently cared for in Guilford will continue to have access to the same YMG physicians and services in New Haven.

Thank you for your support of this application.

Sincerely,

William Eugene Hellenbrand, M.D.
Professor of Pediatrics (Cardiology) and Section Chief at the Yale School of Medicine
Chief of Pediatric Cardiology at Yale Medical Group

Yale SCHOOL OF MEDICINE

Department of Pediatrics

Section of Hematology and Oncology
PO Box 208064
New Haven CT 06520-8064
T 203 785-4640
F 203 737-2228
medicine.yale.edu/pediatrics/hematology

courier
Laboratory of Medicine and Pediatrics
Room 2073
15 York Street
New Haven CT 06510

clinical locations
Smilow Cancer Center
35 Park Street
New Haven CT 06519

405 Church Street
Guilford CT 06437
T 203 453-2013
F 203 453-6404

Gary Kupfer, MD
Section Chief

Claudia Auerbach, APRN
Lyn Balsamo, PHD
Emily Bisson, APRN
Judith L. Carbonella, APRN
Rebecca Cheron, APRN
S. Deborah Chirnomas, MD, MPH
Carolyn Demsky, APRN
Kavita Dhodapkar, MD
Mary Jane Galvin, APRN
Shilpa Hattangadi, MD
Stephanie Massaro, MD, MPH
Joseph McNamara, MD
Nina S. Kadan-Lottick, MD, MSPH
Farzana D. Pashankar, MBBS, MD
Howard A. Pearson, MD
Salley Pels, MD
Mary-Jane Staba-Hogan, MD, FAAP

December 16, 2013

Ms. Kimberly Martone
Director of Operations
Office of Health Care Access
410 Capitol Avenue
MS #13HCA
P.O. Box 340308
Hartford, CT 06106

Re: Yale-New Haven Hospital Pediatric Specialty Center at Guilford

Dear Ms. Martone:

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Thank you for your support of this application.

Sincerely,

Gary Kupfer

Gary Kupfer, M.D.
Professor of Pediatrics and Pathology at the Yale School of Medicine
Clinic Program Leader, Pediatric Hematology & Oncology Program at the Smilow Cancer Hospital

EXHIBIT IV
CVs

MARNA PARKE BORGSTROM

Home: 458 Three Mile Course
Guilford, Ct. 06437
(203) 453-8782

Business: Yale-New Haven Hospital
20 York Street
(203) 688-2608

EDUCATION

1977-1979 Yale University School of Medicine
Department of Epidemiology and Public Health
Program in Hospital Administration, M.P.H.

1972-1976 Stanford University
Bachelor of Arts in Human Biology awarded June, 1976

EXPERIENCE

2005-Present President and Chief Executive Officer: Yale New Haven Health System (YNHHS)

Yale New Haven Health System is a regional, integrated health care delivery system composed of three local health care delivery networks. Anchored by Yale-New Haven Hospital, the Yale-New Haven Children's Hospital, and the Yale-New Haven Psychiatric Hospital totaling 944-beds, the System includes a Bridgeport network led by the 425-bed Bridgeport Hospital and a Greenwich network anchored by 160-bed Greenwich Hospital. Westerly Hospital (Rhode Island) is also a network participant. In total, the System has 1,545 beds, over 80,000 admissions, 11,610 employees, 3,476 medical staff members, and annual net revenues of over $1.5 billion.

2005-Present President and Chief Executive Officer: Yale-New Haven Hospital and Delivery Network (YNHH)

Yale-New Haven, a private not-for-profit 944-bed hospital founded in 1826. It serves as the primary teaching hospital for the Yale University School of Medicine and provides tertiary and quaternary patient care for the State of Connecticut and Southern New England, as well as general acute care services for the Greater New Haven metropolitan area. In FY 2006 there were 50,369 discharges and 669,422 outpatient visits. The institution's net revenues were over $900 million with approximately 7,200 employees, and a Medical Staff numbering over 2,400.

1993-2005 Executive Vice President & Chief Operating Officer: Yale-New Haven Hospital
Executive Vice President and Secretary: Yale-New Haven Health Services Corporation

Responsible for New Haven Delivery Network operations ($850 million operating budget), included Yale-New Haven Hospital operations, finance, human resources and planning and marketing; and Yale-New Haven Ambulatory Services Corporation, which operates two independent surgery centers and a large, full-service radiology business in New Haven and Guilford. Served as the senior Hospital interface for Yale School of Medicine operational issues.

Represented the YNHH Delivery Network in all Health System strategic and operational activities.

Major Accomplishments:

- Achieved nearly 14% growth in inpatient volume and grew operating gain from .7% to 4.1% between 2000-2004.
- Acquired the assets of an independent Psychiatric facility losing more than $3 million/year and successfully integrated it into Yale-New Haven, eliminating the operating loss.
- Opened the Shoreline Medical Center, integrating services offered by Yale-New Haven Hospital and Yale-New Haven Ambulatory Service Corp.
- Implemented the New Clinical Program Development Fund with Yale University School of Medicine to seed key new clinical programs and program enhancements.
- Completed $51.5 million renovation project in South Pavilion
- Implemented a comprehensive nursing recruitment and retention plan resulting in a registered nurse vacancy rate of 2% at the end of fiscal year 2004.
- As part of organization-wide performance enhancement initiative, implemented training partnership with GE, resulting in more than 40 Six Sigma competent staff who have been redeployed throughout the Hospital.

1992-1993 Senior Vice President, Administration: Yale-New Haven Hospital
Senior Vice President and Secretary: Yale-New Haven Health Services Corporation

Responsible for Hospital strategic planning and marketing, facilities planning and design, risk management and medicolegal affairs, managed care contracting, Service Quality Improvement, Community Relations, Public Affairs and Engineering.

Project Executive for implementation of Yale-New Haven's $156 million Facilities Renewal Project.

1985-1992 Vice President, Administration: Yale-New Haven Hospital

Responsible for Hospital strategic planning and marketing, facilities planning and design, risk management and medicolegal affairs, managed care contracting, Service Quality Improvement, Community Relations, Public Affairs and Engineering. Provided administrative leadership to Yale-New Haven Health Services Corporation corporate affairs and strategic initiatives.

Major Accomplishments:

- Responsible for program and facilities planning associated with the initiation of a $156 million Facilities Renewal Project adding 450,000 square feet of new inpatient space and renovating 390,000 square feet.
- Developed Facilities Master Plan for the Hospital including a phased design and construction plan.
- Project Captain for the acquisition by YNHHS of two independent surgery centers and a large radiology practice.
- Established a Service Quality Improvement initiative for Yale-New Haven.
- Developed and presented YNHHS Corp's response to Memorial Hospital (Meriden, Connecticut) RFP for a managed contract, which was awarded to Yale-New Haven.
- Developed multi-hospital HMO in Connecticut which began with a YNHH-HMO feasibility study and was subsequently implemented with six Hospital/Physician Organizations.
- Established Facilities Planning and Design function responsible for hospital architecture, space planning and real estate acquisition and management.

1984-1985 Assistant Vice President: Yale-New Haven Hospital

Directed the development and implementation of annual Hospital business plan format derived from strategic plan. Completed $6 million renovation of Hospital clinical laboratories. Represented Hospital on underwriting and eligibility and finance activities in malpractice insurance captive.

Dec. 1982-1984 Associate Administrator: Yale-New Haven Hospital

Responsible for Hospital planning activities, including Strategic Planning and general facilities planning and related capital budget activities. Also responsible for Clinical Laboratories ($23 million gross revenue and $11 million expense) and Risk Management and Medicolegal Affairs.

Dec. 1980-Nov. 1982 Assistant Administrator: Yale-New Haven Hospital

Responsible for planning and implementing $11 million renovation program done in concert with major facility replacement project, and for planning and overseeing the move of five major departments and three clinical services (including 80 ICU beds) to a new $73 million facility, during the Spring of 1982. Prepared and presented to the Health Systems Agency and Commission on Hospitals and Health Care, three Certificates of Need; all were approved. Also responsible for Hospital space planning and management, and provided general staff support to the Executive Vice President.

Jan. 1980-Dec. 1980 Administrative Associate: Yale-New Haven Hospital

Provided general staff support to Executive Vice President. Major activities included employee fundraising and campaign to support $73 million facility replacement and renovations program (50% of Hospital employees contributed almost $500,000) and preparation of capital and operating budget materials.

Jan. 1979-Dec. 1980 Administrative Resident: Yale-New Haven Hospital

Summer 1978 Administrative Intern: Alexian Brothers Hospital, San Jose, California

PROFESSIONAL AWARDS:

1992 Up and Comers Award - Sponsored by Modern Healthcare and 3M Health Systems
Women In Leadership Award, 1993 - YWCA
Junior Achievement Hall of Fame, 1998
20 Noteworthy Women, New Haven Business Times, 1999
Gateway Community College Hall of Fame, 2002

MAJOR PROFESSIONAL AFFILIATIONS, BOARDS AND ACTIVITIES:

Yale-New Haven Hospital Board of Trustees,(1994 – present)
Yale New Haven Health System Board of Directors (2005 - present)
Yale Medical Group Board of Governors, (current)
Yale-New Haven Ambulatory Services Corporations, Board President
University HealthSystem Consortium, Board of Directors, (current)
Healthcare Executives Study Society, 2006-present
Greater New Haven Regional Leadership Council, 2005-present
American Hospital Association, Committee on Health Professions
The Connecticut Hospital Association, Vice Chair, Board of Trustees; Member, Executive Committee (2006-), Secretary and Member, Executive Committee (1999-2001)
The Country School, Pre-K through 8, Madison, Connecticut, Board Member; Chair (2002-2007).
Novation, Inc., Dallas, Texas ,Founding Board member – (1998-2000)
Greater New Haven Chamber of Commerce, (1997-1998; Board of Directors, Executive Committee
United Way of Greater New Haven Board of Directors (1995-1998)
The Hole in the Wall Gang Camp Board of Directors (2007)
Fellow – American College of Healthcare Executives (2007)

University Appointments

Yale University – Lecturer, Department of Epidemiology & Public Health, Health Policy & Administration Division.

PERSONAL:

Married: Eric N. Borgstrom (5/27/78)
Children: Christopher (4/14/85) and Peter (8/4/89)

CURRICULUM VITAE

RICHARD D'AQUILA
282 Boston Post Road
Westbrook, CT 06498
Telephone: (860) 669-0871

PERSONAL DATA:
Married
U.S. Citizen
Birth Date: 6/29/55

BUSINESS ADDRESS:

Yale-New Haven Hospital
20 York Street
New Haven, CT 06510
Telephone: (203)-688-2606

PROFESSIONAL EXPERIENCE:

May, 2006 to Present

Executive Vice President and Chief Operating Officer
Yale-New Haven Hospital/Yale New Haven Health System

Organizational Profile
Yale New Haven Health System (YNHHS) is a 1545-bed delivery network formed in 1995 which consists of Yale-New Haven, Bridgeport and Greenwich Hospitals. YNHHS has revenues in excess of $1.1 billion in FY '05 based on 80,000 discharges and 1.3 million outpatient visits. Yale-New Haven Hospital is a 944-bed tertiary referral medical center that includes the 201-bed Yale New Haven Children's Hospital and the 76-bed Yale New Haven Psychiatric Hospital. Both Yale New Haven Health System and Yale-New Haven Hospital are formally affiliated with Yale University School of Medicine.

Responsibilities
Overall responsibility for all aspects of day to day operations for Yale-New Haven Hospital (YNHH) and the senior network leader at the Yale New Haven Health System representing the YNHH delivery network. Hospital leadership responsibilities include direct accountability for the senior leadership team, strategic planning, organizational performance, quality improvement, labor relations and human resources management, system integrations, external relations and service line development. Senior leadership and implementation responsibility for all aspects of the hospital's annual business (operating) plan. Senior level oversight of the hospital's facility plan including construction of a 112-bed, $450 million Comprehensive Cancer Pavilion commencing construction in the fall of 2006.

August, 2000 to April, 2006

Senior Vice President/Chief Operating Officer
New York Presbyterian Hospital/
Weill Cornell Medical Center
New York, New York

Organizational Profile
New York Presbyterian Hospital is a 2,369 bed Academic Medical Center created from the merger between the New York Hospital and the Presbyterian Hospital in the City of New York. The Weill Cornell Medical Center consists of an 880 bed acute care facility in Manhattan and the 239 bed Westchester Division campus in White Plains specializing in behavioral health.

Responsibilities
Overall responsibility for all aspects of day to day operations for the Weill Cornell Medical Center and the Westchester Division, a two campus Academic Medical Center of 1120 beds. Direct responsibility for a total operating expense budget in excess of $450,000,000 and revenues of $850,000,000. Senior leadership and implementation for all aspects of the Medical Center's operating plan including quaternary and tertiary service development, medical staff relations and recruitment, employee relations and labor strategy. System level member of the Corporate Management Team with involvement in strategic and facilities planning, service line development, information technology and performance improvement.

May 1992 to June 2000

Executive Vice President/Chief Operating Officer
St. Vincent's Medical Center
Bridgeport, Connecticut

President
Vincentures, Inc.

President
St. Vincent's Development Corporation, Inc.

Chief Operating Officer of 391 bed, university-affiliated acute care hospital and health system. President/CEO of affiliated subsidiaries with management responsibility at the Medical Center and corporate level. Medical Center responsibilities including day to day operations oversight

for patient care services; support services and facilities planning and development. Corporate responsibilities including information systems, ambulatory network development, managed care contracting network oversight and real estate/satellite facility development.

January 1987-April 1992

President/CEO
Health Initiatives Corporation
Providence, Rhode Island

Chief Executive Officer of a consulting practice specializing in strategic planning, business development and project implementation assistance for acute care and specialty hospitals, state planning agencies and private investors. Specific responsibilities included:

- Practice Leadership
- Engagement Planning and Management
- Project Supervision and Control
- Client Interface
- Practice Marketing and Business Development

June 1984-December 1986

Vice President
The Mount Sinai Hospital Corporation
Hartford, Connecticut

June 1981-June 1984

Vice President, Division of Planning and Community Services
The Mount Sinai Hospital
Hartford, Connecticut

June 1979-June 1981

Assistant Executive Director
The Mount Sinai Hospital
Hartford, Connecticut

January 1979-May 1979

Administrative Resident
The Mount Sinai Hospital
Hartford, Connecticut

OTHER APPOINTMENTS:

November 2000
To Present

Member, Board of Directors
Voluntary Hospitals of America/Metro New York
New Rochelle, New York

January 1995-
June 2000

Member, Board of Directors
Goodwill Industries
Bridgeport, Connecticut

December 1993- June 2000	**Founding Board Member** Park City Primary Care Center Bridgeport, Connecticut
May, 1992- June 2000	**Member, Board of Directors** St. Vincent's Development Corporation Vincentures, Inc. Omicron, Inc. Connecticut Health Enterprises Bridgeport, Connecticut
January 1992- December 1994	**Member, Board of Directors** Visiting Nurses Association of Fairfield County Bridgeport, Connecticut
January 1989- December 1991	**Member, Board of Directors** Easter Seal Society/Meeting Street Rehabilitation Center, Inc. of Rhode Island Providence, Rhode Island
January 1980- December 1989	**Member, Board of Directors** Combined Hospitals Alcohol Program Hartford, Connecticut

Curriculum Vitae
Page Four

September 1985- December 1986	**President, Board of Directors** Regional Alcohol and Drug Abuse Resources, Inc. Hartford, Connecticut
September 1981- December 1986	**Adjunct Faculty/Lecturer** University of Hartford, Barney School of Business and Public Administration West Hartford, Connecticut
January 2001 - Present	**Adjunct Faculty/Residency Preceptor and Lecturer** Robert F. Wagner Graduate School of Public Service New York University New York, N.Y.
December 2000 - Present	**Adjunct Faculty/Lecturer** Weill Medical College of Cornell University Department of Public Health, New York New York, N.Y.

EDUCATION:

Yale University School of Medicine
Graduate Program in Hospital Administration
Academic Distinctions: Research Excellence Award (1979)
1979 Graduate

Central Connecticut State University
Bachelor of Arts: Economics/Business
Academic Distinctions: Omicron Delta Epsilon
Economics Honor Society
1977 Graduate

PROFESSIONAL AFFILIATIONS:
Fellow, American College of Health Care Executives
Yale Hospital Administration Alumni Association
Connecticut Hospital Association

CURRICULUM VITAE

NAME: James M. Staten
BIRTHDATE: September 26, 1958
EDUCATION: 1980 – B.S. – Business / Economics / State University College of NY

Yale New Haven Health System (YNHHS) and Yale-New Haven Hospital (YNHH)

October 2000 - Present

Executive Vice President of Finance and Corporate Services, YNHHS
Senior Vice President and CFO, YNHH

Yale New Haven Health system is a regional, integrated health care system composed of three regional health care delivery networks. The New Haven-based delivery system is anchored by Yale-New Haven Hospital, the Yale-New Haven Children's Hospital, and the Yale-New Haven Psychiatric Hospital, which total 944-beds. The system includes a Bridgeport-based delivery system led by the 425-bed Bridgeport Hospital and Greenwich-based delivery system anchored by 160-bed Greenwich Hospital. The System is also affiliated with the Westerly Hospital in Rhode Island. The Yale New Haven Health System has a formal affiliation with the Yale University School of Medicine, as does Yale-New Haven Hospital which serves as the Medical School's primary teaching hospital. System services include acute care hospitals, ambulatory surgery and outpatient diagnostic imaging centers, as well as primary care centers. In total, the System has 1,500 beds, 74,000 admissions, 10,000 employees, assets of $1.6 billion, and annual net revenues of over $1.4 billion.

Responsible for financial and corporate services of YNHHS including managed care, information systems, materials management, admitting/registration, and medical records, as well as all financial responsibilities such as accounting, budgeting, financial and operational reporting, tax, reimbursement, and treasury.

OTHER EMPLOYMENT

New York-Presbyterian Hospital (NYPH) and New York-Presbyterian Healthcare System (NYPHS)

July 1999 – October 2000 Senior Vice President of Finance

Responsible for assuring the financial viability of a $3 billion Health System, including monitoring financial condition of approximately 15 corporately-controlled Sponsored/Member Hospitals and other healthcare related organizations. Report regularly to the NYPHS Board and NYPH Board Executive Committee on financial performance.

January 1997 - June 1999 Vice President of Financial Planning
June 1993 - December 1996 Director of Financial Planning

Responsible for complete integration of financial planning at all Sponsored Hospital Members including NYPH and leading the financial group of approximately 70 professionals in performing budget, reimbursement, managed care contracting, decision support and business plan development functions.

Ernst & Young

January 1991 - June 1993 Senior Manager - Consulting Services

Directed and coordinated Ernst & Young's New York State Reimbursement Consulting Services.

Pannell Kerr Forster

October 1980 – December 1990 Partner

Elected Partner in June 1990 after working 10 years in the firm's large healthcare practice as a certified public accountant. 11th Largest Public Accounting Firm in United States during late 1980s.

PROFESSIONAL MEMBERSHIPS

American Institute of Certified Public Accountants (1982 – 1998)
New York State Society of Certified Public Accountants (1982 – 1996)
- Healthcare Committee (1988 – 1991)
- Chairman of the Hospital Sub-Committee (1990/1991)

Healthcare Financial Management Association (1984 – 1994)
- Chairman of various Committees (1984 – 1994)
- Trustee (1990/1991)
- President Elect (1993/1994)

Greater New York Hospital Association
- Fiscal Policy Committee (1993 – 2000)
- Managed Care Committee (1995 – 2000)

Connecticut Hospital Association
- Finance Committee (2000 – 2004)
- Special Committee on Medicaid Reimbursement (2000 – 2004)

Blue Ribbon Committee on the Future of Healthcare in Connecticut (2000 – 2003)

OTHER PROFESSIONAL ACTIVITIES

Presenter at New Jersey Health Care Financing Authority on Medicare Payment System
Presenter on Hospital Reimbursement Issues for the NYS Society of CPAs
Presenter on Accounts Receivable Issues for the Connecticut Hospital Association
Guest Speaker at NYU's graduate program in Hospital Administration on Healthcare Financing
Guest speaker at Cornell University's Sloan Program in Health Services on Managed Care
Presenter on Mergers and Acquisitions to New York State Hudson Valley HFMA
Guest speaker at Chicago Municipal Bond Analysts Society on New York State Hospital Deregulation
Guest speaker at Yale's School of Epidemiology and Public Management on Health Systems

CYNTHIA N. SPARER

2628 Broadway #7B
New York, N.Y. 10025

sparercn@aol.com

(H) 212-665-4390
(C) 917-842-5240

SUMMARY: Health Care Executive with extensive leadership experience at academic medical centers, community teaching hospitals and children's hospitals, including strategic and program development, capital project development, hospital operations and physician relations. Strong background in health policy and health advocacy efforts, and close collaborations with state, local and community leaders.

PROFESSIONAL EXPERIENCE:

YALE-NEW HAVEN HOSPITAL, New Haven, CT (2010-Present)

Vice President, Women's and Children's Services
Executive Director, Yale-New Haven Children's Hospital

Member of the executive management team of Yale-New Haven Hospital and executive responsible for Women's and Children's service lines for the Yale New Haven Health System.

SPARER ASSOCIATES, INC., New York, N. Y. (2009-2010)

President

Provided strategic planning and business development consultation to a range of clients in the health care industry, including hospitals, physician groups, and corporations.

NEW YORK-PRESBYTERIAN HOSPITAL, New York, N.Y. (1997 – 2008)

Senior Vice President and Chief Operating Officer – Women's Children's and Community Health (2000-2008)

Member of the corporate management team of New York-Presbyterian Hospital (NYP), the 2,300 bed academic teaching hospital of Columbia and Cornell.

- Directed women's, children's emergency services and transfer/access service lines, the 1M-visit Ambulatory Care Network of NYP, Revenue Cycle Operations of NYP, and two Medicaid Managed Care Plans.
- Produced $250M in enhanced recurring revenue in seven years.
- Secured over $1M/year in grants and contracts to support Ambulatory Network.

Executive Director, Children's Hospital of New York-Presbyterian (1998-2008)

- Oversaw design and development of the new 202-bed Morgan Stanley Children's Hospital, opened in November 2003, including $120M Capital Campaign to fund project.
- Developed 100-bed children's hospital-within-a-hospital, Komansky Center for Children's Health, at Weill Cornell Campus.
- Created 16-hospital regional NYP Children's Health System and Medical Advisory Board.
- Redeveloped Sloane Hospital for Women at Columbia, including Center for Prenatal Pediatrics for high-risk obstetrics and fetal diagnosis and treatment.

MONMOUTH MEDICAL CENTER, Long Branch, N.J. (1989 – 1997)
An affiliate of the Saint Barnabas Health Care System

Executive Director (1996-1997)

Managed transition of Monmouth Medical Center, a 527-bed community teaching hospital, from freestanding to a merged affiliate of newly formed Saint Barnabas Health Care System.

Executive Vice President and Chief Operating Officer (1992-1996)

- Headed Medical Center's reengineering effort, reducing expenses by 15 % over two years.
- Chaired Performance Improvement Team, expanded quality metrics and introduced organizational performance report card.
- Established Jacqueline M. Wilentz Comprehensive Breast Center, Cardiac Cath and MRI Centers.
- Developed master site plan for hospital campus.

LONG ISLAND JEWISH MEDICAL CENTER, New Hyde Park, N.Y. (1987 – 1989)

Vice President and Administrator, Schneider Children's Hospital

Member of the corporate management of Long Island Jewish Medical Center (LIJMC), 850-bed teaching hospital affiliate of the State University of New York at Stony Brook.

- Executive responsibility for 150–bed Schneider Children's Hospital.
- Developed satellite practice program for full-time pediatric medical staff.
- Established bone marrow transplantation program.

UNIVERSITY HOSPITALS OF CLEVELAND, Cleveland, Ohio (1977 – 1987)

Vice President

Member of the corporate management of University Hospitals of Cleveland (UHC), the 900-bed primary teaching hospital affiliate of Case Western Reserve University.

- Executive responsibility for 240–bed Rainbow Babies & Children's Hospital .
- Developed RB&C's first strategic and annual operating plans.
- Implemented product line costing to support development of managed care contracts.
- Formed Association of Ohio Children's Hospitals in collaboration with Cincinnati, Columbus, Akron and Dayton Children's Hospitals

COLUMBIA UNIVERSITY COLLEGE OF PHYSICIANS AND SURGEONS
New York, N.Y. (1975 – 1977)

Program Coordinator, the Child Health Care Project of the Robert Wood Johnson Foundation

BELLEVUE HOSPITAL CENTER, New York, N.Y. (1973 – 1975)

Assistant Director

HOSPITAL FOR JOINT DISEASES & MEDICAL CENTER, New York, N.Y. (1973)

Administrative Resident

EDUCATION: **Master of Public Administration in Health Policy Planning and Administration**, 1976
Wagner School of Public Administration
New York University, New York, N.Y.

Bachelor of Arts in Political Science, 1971
School of Government and Public Affairs
American University, Washington, D.C.

PROFESSIONAL APPOINTMENTS/ MEMBERSHIPS:

Board of Trustees, Ronald McDonald House of New Haven, 2010-Present
CEO Forum & Strategic Planning Committee, Child Health Corporation of America, 2005 – 2008
Board of Trustees, National Association of Children's Hospitals and Related Institutions, 2000 - 2006
Officer and Member of Executive Committee 2003 – 2006; Education Council 2006 – 2008
Board of Trustees, Randall's Island Sports Foundation, 2008-present
Board of Trustees, Angels on a Leash, Westminster Kennel Club, 2007-2010
Vice Chairperson, Board of Trustees, Monmouth County Urban League, 1995-1998
Board of Trustees, United Cerebral Palsy of Monmouth-Ocean Counties, 1995-1999
Board of Trustees, Central Jersey Blood Bank, 1995-1997
Board of Trustees, Ranney School, 1994-2008
Board of Trustees, Regional Perinatal Consortium of Monmouth-Ocean Counties, 1992-1997
Board of Trustees, Ronald McDonald House of Long Island, 1987-1989
Board of Trustees, Association of Ohio Children's Hospitals, 1985-1987 President-elect, 1987
Instructor, Department of Pediatrics, Case Western Reserve University School of Medicine, 1977-1987
Health Services Project Review Committee, American Heart Association of Northeast Ohio, 1977-1984
Instructor, St. Francis College, Brooklyn, New York, 1976-1977
Instructor, Department of Pediatrics, Columbia University College of Physicians and Surgeons, 1976-1977

GEORGE LISTER, M.D.

Chair, Department of Pediatrics
Jean McLean Wallace Professor of Pediatrics
Professor of Cellular and Molecular Physiology
Yale School of Medicine

Physician-in-Chief
Yale New-Haven Children's Hospital

(updated 9/10/2013)

PERSONAL

Birthdate:	May 8, 1947
Birthplace:	Miami, Florida
Marital Status:	Married to Sandra Kay (Smith) Lister
Children:	Jacob Michael Kayle Lister David Mark Kayle Lister
Correspondence:	Department of Pediatrics Yale University School of Medicine 333 Cedar Street P.O. Box 208064 New Haven, CT 06520-8064

Telephone: (203) 785-4638
Fax: (203) 785-6925
E-mail: george.lister@yale.edu

EDUCATION

1965-1969	*B.A.*, Brown University, Providence, RI
1969-1973	*M.D.*, Yale University School of Medicine, New Haven, CT
1973-1975	*Resident*, Department of Pediatrics, Yale School of Medicine and Yale-New Haven Hospital, New Haven, CT
1975-1977	*Postdoctoral Fellow*, Pediatric Cardiology and Neonatology, Cardiovascular Research Institute, University of California, San Francisco, CA
2007	Program for Chiefs of Clinical Services, Harvard School of Public Health

ACADEMIC APPOINTMENTS

	University of California, San Francisco, CA
1977-1978	Assistant Professor, Departments of Pediatrics and Anesthesiology
1977-1978	Affiliated Scientific Staff, Cardiovascular Research Institute
	Yale University, New Haven, CT
1978-1982	Assistant Professor, Department of Pediatrics
1980-1982	Assistant Professor, Department of Anesthesiology
1982-1989	Associate Professor, Departments of Pediatrics and Anesthesiology
1984-2003	Chief, Section of Critical Care and Applied Physiology, Department of Pediatrics
1986-1989	Associate Professor with tenure, Departments of Pediatrics and Anesthesiology
1989-2003	Professor, Departments of Pediatrics and Anesthesiology
1996-1997	Acting Chief, Section of Emergency Medicine, Department of Pediatrics
1998-2003	Lecturer, Department of Cellular and Molecular Physiology
	University of Texas Southwestern Medical School, Dallas, TX
2003-2011	Professor and Chairman, Department of Pediatrics
2003-2011	Robert L. Moore Chair in Pediatrics
2011-2012	Associate Dean for Education
	The University of Texas at Dallas, Dallas, TX
2008-2012	Adjunct Professor, School of Behavioral and Brain Sciences
	Yale University, New Haven, CT
2012-present	Professor and Chairman, Department of Pediatrics
2012-present	Professor, Department of Cellular and Molecular Physiology
2012-present	Jean McLean Wallace Professor of Pediatrics

HOSPITAL APPOINTMENTS

	University of California Medical Center, San Francisco, CA
1977-1978	Attending Physician, Medical-Surgical Intensive Care Unit
	Yale-New Haven Hospital, New Haven, CT
1978-2003	Attending Physician
1978-1984	Associate Director, Pediatric Intensive Care Unit
1984-2003	Medical Director, Pediatric Intensive Care Unit
1996-1997	Interim Director, Pediatric Emergency Department
	Blythedale Children's Hospital, Valhalla, NY
2001-2003	Consulting Physician
	Children's Medical Center of Dallas, Dallas, TX
2003-2012	Attending Physician
2005-2011	Pediatrician-in-Chief

HOSPITAL APPOINTMENTS - continued

	Parkland Hospital, Dallas, TX
2003-2012	Attending Physician
	Yale-New Haven Hospital, New Haven, CT
2012-present	Chief of Pediatrics
2012-present	Attending Physician, Yale-New Haven Children's Hospital
2012-present	Physician-in-Chief, Yale-New Haven Children's Hospital

MAJOR HONORS AND AWARDS

1970	Fellowship, Rural Pediatric Care, New Zealand, Association for Aid to Crippled Children
1972	Kerr Fellowship in Cardiology, University of California, San Francisco, CA
1972	Alpha Omega Alpha (Junior Year), Yale School of Medicine
1972	Ramsey Memorial Scholarship in Clinical Medicine, Yale School of Medicine
1973	Cum Laude, Yale School of Medicine
1979-1980	Pediatric Faculty Teaching Award, Yale School of Medicine
1981-1984	New Investigator Research Award, National Institute of Health
1984	Award for Excellence in Research and Teaching, Ambulatory Pediatric Association General Plenary Session
1985-1990	Established Investigator Award, American Heart Association
1989-1990	Fulbright Scholar
1992-present	Listed in *The Best Doctors in America*
1993-1994	Pediatric Faculty Teaching Award, Yale School of Medicine
1994-1995	Francis Gilman Blake Award for Outstanding Teacher, Yale School of Medicine
1999	Distinguished Career Award, American Academy of Pediatrics, Section on Critical Care
2000	Charles W. Bohmfalk Teaching Prize for Most Outstanding Contribution to Clinical Science Teaching Program, Yale School of Medicine
2001, 02	Listed in *Best Doctors in New York*
2001	Society of Distinguished Teachers, Yale School of Medicine
2002	Robert Wood John Foundation Award for Promoting End-of-Life Content in Medical Textbooks
2004	Maureen Andrew Mentor Award, Society for Pediatric Research
2006	Elected to the Institute of Medicine, National Academy of Sciences
2006	Elected to The Academy of Medicine, Engineering and Science of Texas
2010-2012	Listed in *Texas Super Doctors*
2011	Joseph W. St. Geme, Jr. Leadership Award, Federation of Pediatric Organizations
2013-present	Elected to Connecticut Academy of Science and Engineering (CASE)

BOARD CERTIFICATION

1974	National Board of Medical Examiners
1978	American Board of Pediatrics (No expiration)
1979	Sub-Board of Pediatric Cardiology (No expiration)
1979	Sub-Board of Neonatal-Perinatal Medicine (No expiration)
1987	Sub-Board of Pediatric Critical Care Medicine (Re-certification 1996-2002; 2003-present)

LICENSURE

1978-present	Connecticut
2004-present	Texas

EDITORIAL RESPONSIBILITIES

1985-1994	*Journal of Critical Care*: Founding Editorial Board
1985-2004	American Board of Pediatrics, Sub-Board of Critical Care Medicine: Medical Editor
1993-2002	*Intensive Care Medicine*: Editorial Board
1993-1998	*Pediatric Research*: Editor-in-Chief
1996	*Tissue Oxygen Deprivation: From Molecular to Integrated Function* (Lung Biology in Health and Disease, Vol 95), Haddad GG, Lister G (Editors)
1998	*Current Opinion in Pediatrics*, Vol 10, No 3, Emergency and critical care pediatrics, Section Editor
1999	*Current Opinion in Pediatrics*, Vol 11, No 3, Emergency and critical care pediatrics, Section Editor
2002	*Rudolph's Pediatrics,* 21st Edition, Co-Editor Associate Editor: Chapter 4, The Acutely Ill Infant and Child
2001-2003	*Pediatric Critical Care Medicine*: Senior Editor, Founding Editorial Board
2003	*Current Opinion in Pediatrics*, Vol 15, No 3, Emergency and critical care pediatrics, Section Editor
2006	*Current Opinion in Pediatrics*, Editorial Board
2006	*Rudolph's Pediatrics,* 22nd Edition, Editor Co-Editor: Section 8, The Acutely Ill Infant and Child Co-Editor: Section 9, The Chronically Ill Infant and Child
2008-2012	*Rudolph's OnLine,* Co-Editor
2007-present	*Mount Sinai Journal of Medicine,* Editorial Board
2011	*Current Opinion in Pediatrics*, Vol 23, No 3, Emergency and critical care pediatrics, Section Co-Editor
2012	*Current Opinion in Pediatrics*, Vol 24, No 3, Emergency and critical care pediatrics, Section Co-Editor
2013	*Current Opinion in Pediatrics*, Vol 25, No 3, Emergency and critical care pediatrics, Section Co-Editor
2014	*Current Opinion in Pediatrics*, Vol 26, Emergency and critical care pediatrics, Section Co-Editor, in press

ELECTED NATIONAL OFFICES

	Society for Pediatric Research
1984-1987	National Council
1990-1994	Vice President; President-Elect; President; Past President
	American Thoracic Society, Critical Care Section
1985-1987	Secretary, Chairman-Elect, Chairman
	American Pediatric Society
2000-2010	National Council
2006-2010	President-Elect, President, Past President
	American Board of Pediatrics
1999-2005	Board of Directors
2002-2004	Secretary-Treasurer, Chairman Elect, Chairman of the Board of Directors

RESEARCH and RELATED PEER REVIEW ACTIVITIES (SELECTED)

1982	Program Project Site Visit Group, NHLBI
1983	Department of Pediatrics, Columbia University: Consultant
1984	Department of Medicine, Washington National Medical Center
1984	GCRC Site Visit Group, NICHD
1985	Health Care Technology Study Section, Site Visit Group
1985	Experimental Cardiovascular Sciences Study Section, Site Visit Group, NHLBI
1985-1988	Society for Pediatric Research: Young Investigator Award Selection Committee, Chairman
1987-1994	American Heart Association, Connecticut Chapter: Peer Review Committee
1987-1995	Pediatric Scientist Training Program: Evaluation Committee
1990-1994	American Heart Association, Connecticut Chapter: Research Committee
1991-2001	Society for Pediatric Research, Student Summer Research Program: Organizing Committee; Steering Committee
1991-1994	Society for Pediatric Research: Rowe Award Selection Committee, Chairman
1993	Department of Anesthesiology, Children's Hospital, Boston: Consultant
1996	The Children's Hospital Research Foundation, Cincinnati: Consultant
2000	The Children's Hospital, Cardiac Program, University of Colorado: Consultant
2001	St. Jude Children's Hospital: Consultant for Review of Clinical Programs
2002	NHLBI Scientific Review Group for Pulmonary Training Grants: Chairman
2003	External Reviewer: Child Health Research Center, Department of Pediatrics, University of Michigan
2004-2010	Research Steering Committee: Pediatric Critical Care Scientist Development Program; Chair Review Committee (2004)
2005-2008	Society for Pediatric Research: E Mead Johnson Award Review Committee
2005-2008	Society for Pediatric Research: Maureen Andrew Mentorship Award Review Committee

RESEARCH and RELATED PEER REVIEW ACTIVITIES (SELECTED) - continued

2005	External Reviewer: Dept of Pediatrics, Univ of Colorado School of Medicine
2009	External Reviewer: Child Health Research Center, Dept of Pediatrics, UCLA
2011	External Reviewer: Child Health Research Center, Dept of Pediatrics, University of Pittsburgh
2011	Special Emphasis Panel for K12 Applications, NICHD
2012	External Reviewer: Dept of Pediatrics, Duke University School of Medicine
2012-present	Patterson Trust Awards Program in Clinical Research: Scientific Review Committee

CONSULTING AND ADVISORY BOARDS (SELECTED)

1987-1994	American Board of Pediatrics: Sub-Board of Critical Care Medicine
1988	Swedish Medical Research Council: Consulting Investigator
1991-2000	NICHD: Chairman, *Collaborative Home Infant Monitoring Evaluation* (CHIME)
1992	NICHD: Advisory Board Meeting on Sleep Position and SIDS Risk
1992-2008	IPOKRaTES, Middle European Institute for Postgraduate Education: Advisory Board
1993	Saudi Arabia: Consultant to Prince Bandar, Ambassador to US, King Faisal Specialist Hospital & Research Centre (Riyadh)
1993-2001	NICHD: SIDS Long Range Planning Committee
1997-present	*Best Doctors in America:* National Board of Medical Advisors
1998	NICHD Workshop: SIDS Pathogenesis - Approaches to Identifying High Risk Infants
1998	NICHD Workshop: Workshop on Measurement of Clinical Outcome, Surrogate Endpoints and Diagnostic Markers in Pediatrics, Chairman
1999-2005	International Pediatric Research Foundation: Board of Trustees; Secretary-Treasurer
2000	Qatar: Consultant to Hamad Medical Corporation; Minister of Health (Doha)
2001-2008	The Council of Healthcare Advisors
2002-present	Child Health Research Center, Department of Pediatrics, Duke University: External Advisory Board
2002-present	Institutional Training Program for Pediatric Academicians, Duke University: External Advisory Board
2003-present	*National Pediatric Infectious Diseases Foundation,* Board of Directors
2003-present	Training Grant on Development of Pulmonary and Cardiovascular Function, Yale School of Medicine: External Advisory Committee
2004-present	Institute of Medicine of the National Academies: Committee on Postmarket Surveillance of Pediatric Medical Devices
2004	External Advisory Board: Institutional Training Program for Pediatric Cardiology, Columbia University
2005	NICHD Workshop: Oxygen in Neonatal Therapies
2006-2010	Pollin Prize Selection Committee

CONSULTING AND ADVISORY BOARDS (SELECTED) - continued

2006-present	Blythedale Children's Hospital Scientific Advisory Committee
2009	Child Health Research Center, Department of Pediatrics, UCLA: External Advisory Board
2009-2013	Innovation in Pediatric Education: Executive Committee
2010	National University of Rwanda, School of Medicine; Ministers of Health and Education
2011- present	Child Health Research Center, Department of Pediatrics, University of Pittsburgh: External Advisory Board
2012-present	R Baby Foundation: Medical Advisory Board
2013-present	South Central Child Advocacy Center Council

NATIONAL/INTERNATIONAL ORGANIZATIONS (SELECTED)

Alpha Omega Alpha (1972-present)
American Academy of Pediatrics
American Association for the Advancement of Science
American Board of Pediatrics (1984-present)
Association of Medical School Pediatric Department Chairs (2003-2011)
American Heart Association
American Pediatric Society (1990-present)
American Physiological Society
American Thoracic Society
Institute of Medicine (2006-present)
Perinatal Research Society (1987-1994)
Sigma Xi
Society of Critical Care Medicine
Society for Pediatric Research (1982-present)

NATIONAL/INTERNATIONAL COMMITTEES (SELECTED)

1983-1988	American Thoracic Society, Critical Care Section: Program Committee
1986-1987	Pediatric Critical Care Colloquium: Scientific Committee
1986-1988	American Thoracic Society: Long Range Planning Committee for Pediatrics
1990-1994	American Academy of Pediatrics: Council on Government Affairs
1990-1994	American Association of Medical Colleges: Council of Academic Societies
1990-1994	Society for Pediatric Research: Public Policy Council, Young Investigator Award Committee (Chair); Rowe Award Committee (Chair); Program Committee
1991-1992	First World Congress of Pediatric Intensive Care: Organizing Committee
1991-1994	Pediatric Critical Care Colloquium: Scientific Committee
1991-1995	American Thoracic Society, Critical Care Section: Long Range Planning Committee

NATIONAL/INTERNATIONAL COMMITTEES (SELECTED) - continued

1993-1996	Second World Congress of Pediatric Intensive Care: International Scientific Committee
1994-2009	Accreditation Council for Graduate Medical Education: Appeals Panel for Pediatric Critical Care
1995-1996	Fourth SIDS International Conference: Medical and Scientific Program Committee
1999-2001	American Pediatric Society and Society for Pediatric Research: Annual Meeting Study Group, Chair
2001-2002	American Pediatric Society: Workgroup on Research
2002-2004	American Pediatric Society: Workgroup on Senior Faculty
2004-2008	Association of Medical School Pediatric Department Chairman: Program Committee
2006-2009	Pediatric Academic Societies: Program Committee
2009-present	National Child and Maternal Health Education Program: Coordinating Committee
2013-present	Northeast Pediatric Specialties: Board of Directors
2013-present	Federation of Pediatric Organizations: St. Geme Selection Committee,

American Board of Pediatrics

1999-2003	Finance Committee
1999-2003	Subboard of Pediatric Critical Care Medicine
1999-2005	Board of Directors
2002-2005	Executive Committee
2003-2005	Nominating Committee
1999-present	Credentials Committee
1999-present	Long-Range Planning Committee
1999-present	Subspecialties Committee
2002-2008	Long-Term Investment Committee, Past Chair
2003-2007	American Board of Pediatrics Foundation
2004-2012	Joint Committee with AMSPDC
2004-2007	American Board of Medical Specialties
2005-present	Council of Past Chairs
2005-present	Research Advisory Committee, Chairman
2006-2009	Committee for Residency Review & Redesign in Pediatrics
2007-2012	Subspecialties Executive Subcommittee
2010-present	New Subspecialties Committee

DEPARTMENTAL, UNIVERSITY and HOSPITAL SERVICE (SELECTED)

	Yale University/Yale-New Haven Hospital
1981-1982	Medical School Accreditation Review Committee
1982-1985	Medical School Council, Steering Committee
1982-1985	Planning and Priorities Committee
1988-2003	Sarnoff Fellowship Award Committee (Director, 1991-2003)
1990-1996	Cardiovascular Study Group
1992-1994	Practice Plan Options Task Force
1993-1994	Faculty Productivity Committee
1993-1994	Search Committee for Chair of Internal Medicine
1995-1996	Postgraduate Medical Education Committee Chairman, Subcommittee on Clinical Fellows
1995-1997	Scholar's Award Committee
1996-1997	Search Committee for Chief of Pediatric Emergency Medicine (Chair)
1996-2003	Medical Staff Cabinet
1997-1999	Search Committee for Chief of Pediatric Hematology-Oncology (Chair)
1997-1999	Search Committee for Chair of Cellular and Molecular Physiology
1999-2002	Search Committee for Chair of Obstetrics and Gynecology (Chair)
1999-2003	Department of Pediatrics Ethics Committee
2002-2003	Search Committee for Chief of Pediatric Cardiology (Co-Chair)
2002-2003	M.D. Thesis Committee
2002-2003	Curriculum Subcommittee on Knowledge
2003	MD/Masters of Biomedical Research, Steering Committee
2013-present	Pediatric Schwartz Rounds Committee, Department of Surgery
2013-present	Robert Wood Johnson Foundation Clinical Scholars Program Institutional Advisory Committee
2013-present	Yale Medical Group Finance Committee
2013-present	Executive Committee for the Curriculum Rebuild
2013-present	Search Committee for Chair of the Child Study Center
2013-2014	YNHH Medical Board Administrative Committee
	University of Texas Southwestern Medical School
2003-2011	University of Texas Southwestern Health System, Board of Directors
2003-2011	Dean's Advisory Committee
2003-2011	Professional Liability Advisory Committee
2003-2011	Medical Advisory Council
2003-2004	Graduate Medical Education Committee
2003-2011	Medical Service Research & Development Planning Cmte, Board of Directors
2003-2012	Faculty Council
2004-2011	Executive Committee of the Clinical Chairs
2004-2005	Search Committee for Dean of Medical School
2005-2006	Search Committee for Chair of Pharmacology
2005	Committee to Develop Disease Oriented Research Scholars Program
2005	Committee to Develop Teaching Academy

DEPARTMENTAL, UNIVERSITY and HOSPITAL SERVICE (SELECTED) - continued

University of Texas Southwestern Medical School - continued

2006-2009	Search Committee for Dean of Medical School
2007-2011	Pediatric Practice Committee (Co-Chair)
2008-2010	Search Committee for Chair of Psychiatry (Co-Chair)
2008-2011	Crystal Charity Ball Autism Program (Steering Committee)
2009-2010	Task Force on Global Health Programs and Programs for Underserved Populations (Chair)
2009-2011	Selection Committee, Patricia & William L. Watson, Jr Award in Clinical Med
2009-2011	Autism Search Committee (Chair)
2011-2012	Advisory Committee for Office of Global Health
2011-2012	Medical School Admissions Committee (Chair)
2011-2012	Medical Education & Curriculum Committee
2011-2012	Student Promotions Committee
2011-2012	Clinical Science Education Committee

University of Texas System

2011-2012	TIME Initiative: University of Texas System Transformation in Medical Education (Steering Committee)
2011-2012	PACT: UT Dallas and UT Southwestern Partnership in Advancing Clinical Transition (Steering Committee)
2011-2012	SHAPE: UT Southwestern, Houston, Austin Partnership in Professional Education (Steering Committee)

Children's Medical Center Dallas

2003-2011	Medical Executive Committee
2009-2011	CMC Heart Center Advisory Committee
2010-2011	Peer Review Committee (Co-Chair)
2010-2011	Quality Review Committee (Co-Chair)

EDUCATIONAL ACTIVITIES (SELECTED)

Major Medical School Teaching Responsibilities

Yale University: 1978-2003

Physiology 500b	Seminar Leader (~25 Seminars/y), Lecturer
Topics in Critical Care	Course Leader (~8 Seminars/y) 1980-1985)
Professional Responsibility	Seminar Leader (~15 Seminars/y)
Medical Scientist Training Program	
Seminars in Pediatrics: Bedside to Bench	Co-director (~15 Seminars/y)
Pediatric Clerkship	Director, Pediatric Critical Care Rotation
Pediatric Residency	Director, Pediatric Critical Care Training
Pediatric Critical Care Fellowship	Director, Training Program (1980-2002)
NIH T32 HL-07272	co PI, 1981-86; PI 1986-2003
Medical Scientist Training Program	Associate Director for Clinical Science (2002-2003)

EDUCATIONAL ACTIVITIES (SELECTED) - continued

Major Medical School Teaching Responsibilities - continued

University of Texas Southwestern: 2003-2012
Residency Program Director, Pediatrics (2003-2004)
Seminar in Critical Thinking for Interns, Pediatrics (2003-2012)
Morning Resident Report (2003-2012)

Yale University: 2012-present
Physiology Case Conferences

Extramural Educational Workshops for Faculty Development
Preparation of Abstracts and Scientific Talks
Society for Pediatric Research Annual Meeting, Seattle, WA (1994)
Society for Pediatric Research Annual Meeting, San Diego, CA (1995)
Eastern Society for Pediatric Research Annual Conference, Atlantic City, NJ (1998)
Pediatric Academic Societies Meeting, Toronto (2007)
Pediatric Academic Societies Meeting, Honolulu (2008)
Pediatric Academic Societies Meeting, Baltimore, MD (2009)

Preparation of Manuscripts and Peer Review
Pediatric Academic Societies' Annual Meeting, Washington, DC (1997)
Pediatric Academic Societies' Annual Meeting, New Orleans, LA (1998)
Pediatric Academic Societies' Annual Meeting, San Francisco, CA (1999)
Pediatric Academic Societies' Annual Meeting, Boston, MA (2000)
Columbia University, Department of Pediatrics, New York, NY (2000)
Pediatric Academic Societies' Annual Meeting, Baltimore, MD (2002)
European Society for Pediatric Research Annual Meeting, Utrecht, The Netherlands (2002)

Academic Development
International Pediatric Research Foundation, Krakow, Poland and Mosdos, Hungary (1992)
Eastern Society for Pediatric Research, New York, NY (1994)
European Society for Pediatric Research Annual Meeting, Copenhagen, Denmark (1999)
European Society for Pediatric Research Annual Meeting, Helsinki, Finland (2001)
Faculty Development, The University of Medicine and Dentistry of New Jersey, New Brunswick, NJ (2005)
Seattle Children's Research Institute, Sixth Annual Fellows' Research Day, Seattle, WA (2009)
Mattel Children's Hospital UCLA Science Day, Los Angeles, CA (2009)
Pediatric Academic Societies Meeting, "Managing Difficult Conversations," American Society of Pediatric Nephrology Development Workshop, Vancouver, BC, Canada (2010)

Preparation of a Training Grant
Pediatric Academic Societies' Annual Meeting, San Francisco, CA (2004)

RESEARCH INTERESTS

Oxygen transport during postnatal development
Cardiopulmonary interaction with congenital cardiac disease
Cardiorespiratory control in infants at risk for Sudden Infant Death Syndrome

ACTIVE GRANT AND CONTRACT SUPPORT

07/09 – 07/14 NIH U10 HD059207
Study of Attitudes and Factors Affecting Infant Care
(MJ Corwin, Program PI)
G Lister, Investigator 5% effort

12/10 – 12/15 NIH 5 K12 HD001401
Developmental Adaptation: Child Health Research Career
G Lister, Principal Investigator: 3% effort

10/12 – 09/17 NIH 5 R01 HD072815
Social Media and Risk-reduction Training in Infant Care Practices (SMART)
(MJ Corwin, E Colson, R Moon, F Hauck, Program PIs)
G Lister, Investigator: 2.5% effort

VISITING PROFESSORSHIPS and NAMED LECTURESHIPS

Albert Einstein Medical Center, New York, NY (1983)
Department of Pediatric Cardiology, Harvard Medical School, Boston, MA (1983)
Section of Critical Care Medicine, Department of Medicine, University of Chicago, IL (1986)
Division of Neonatology and Pulmonology, Children's Hospital, Los Angeles, CA (1986)
Institute for Postgraduate Study, Vienna, Austria (1987)
Department of Pediatrics, University of Colorado, Denver, CO (1987)
Critical Care Division, Department of Anesthesiology, University of Pittsburgh, PA (1989)
Department of Pediatrics, University of Vienna, Austria (1990)
Department of Pediatrics, University of Texas Southwestern, Dallas, TX (1990)
Department of Pediatrics, University of Arkansas, Little Rock, AK (1991)
University for Postgraduate Education, Krems, Austria (1992)
Department of Pediatrics, University of Pittsburgh, Pittsburgh, PA (1992)
IPOKRaTES, Middle European Institute for Postgraduate Education, Sarvar, Hungary (1993)
IPOKRaTES, Middle European Institute for Postgraduate Education, Krems, Austria (1995)
Department of Pediatrics, Egelston Children's Hospital at Emory University, Atlanta, GA (1996)
IPOKRaTES, Middle European Institute for Postgraduate Education, Mainz, Germany (1996)
Department of Pediatrics, Baystate Medical Center Children's Hospital, Springfield, MA (1997)
IPOKRaTES, Middle European Institute for Postgraduate Education, Munich, Germany (1999)
Jerry Elliott Memorial Lecture, New York Conf on Perinatal Research, New York, NY (1999)
Pediatric Research Day Lecturer, Department of Pediatrics, Mt. Sinai Medical Center, New York, NY (2000)

VISITING PROFESSORSHIPS and NAMED LECTURESHIPS - continued

Fellowship Visiting Professor, Department of Pediatrics, Univ of Florida, Gainesville, FL (2000)
II Polish-American Symposium Visiting Professor, Bieszczady, Poland (2000)
Sidbury Visiting Professor, Department of Pediatrics, Duke University, Durham, NC (2001)
Ray Kroc Visiting Professor, Arnold Palmer Children's Hospital, Orlando, FL (2002)
31st James C. Overall Visiting Professor, Vanderbilt Children's Hospital, Nashville, TN (2002)
IPOKRaTES, Middle European Inst for Postgraduate Education, Benediktbeuern, Germany (2002)
Breatrix Children's Hospital, Academisch Ziekenhuis Groningen, Netherlands (2002)
Research Day Visiting Professor, Department of Pediatrics, University of Michigan (2003)
Maureen Andrew Mentor Award, Pediatric Academic Societies, San Francisco, CA (2004)
Department of Pediatrics, Nathanson Lecturer and Visiting Professor, Albert Einstein College of Medicine, New York, NY (2005)
Department of Pediatrics, The University of Medicine and Dentistry of New Jersey, New Brunswick, NJ (2005)
Department of Pediatrics, Divisions of Cardiology and Critical Care Medicine, Columbia College of Physicians and Surgeons, New York, NY (2006)
Karen Teel Plenary Lecturer, Dell Children's Hospital, Austin, TX (2008)
Seattle Children's Hospital/University of Washington, Department of Pediatrics, Seattle, WA (2009)
Mattel Children's Hospital UCLA Science Day Lecturer and Visiting Professor, Los Angeles, CA (2009)
Invited Lecturer, 112th Annual Meeting of the Japan Pediatrics Society, Nara City, Japan (2009)
Joseph W. St. Geme, Jr. Lecturer, Pediatric Academic Societies (2011)
Lee E. Farr Lecturer, Student Research Day, Yale School of Medicine, (2011)
Visiting Faculty, University of the South, Sewanee, TN (2013)
T. Denny Sanford Pediatric Symposium, Keynote Speaker, Mayo Clinic, Rochester, MN (2013)
12th Donald Thurston Memorial Lecturer and Visiting Professor, Washington University School of Medicine, St. Louis, MO (2013)
White Coat Ceremony Speaker, Yale School of Medicine (2013)

INVITED EXTRAMURAL LECTURES (SELECTED)

Current Concepts in Pediatric Critical Care, Society of Critical Care Medicine 28th Annual Educational and Scientific Symposium, San Francisco, CA (1999)
Research Lecture, German Heart Center, Munich, Germany (1999)
Plenary Lecture, European Society of Pediatric and Neonatal Intensive Care, 10th Annual Congress, Padova, Italy (1999)
Plenary Lecturer, German Pediatric Society, Germany, Munich, 1999
Invited Lecturer, Current Issues in Developmental Psychobiology, Waikoloa, Hawaii, 2000
Symposium on the Collaborative Home Infant Monitoring Evaluation, American Thoracic Society, Toronto, Canada (2000)
Department of Pediatrics, Dartmouth College, Hanover, NH (2001)
Postgraduate Course on Hematology, Oxygen Transport and Microcirculation, European Society for Pediatric Research, Helsinki, Finland (2001)
Annual Meeting, Congress of the European Society for Pediatric and Neonatal Intensive Care, Mainz, Germany (2002)

INVITED EXTRAMURAL LECTURES (SELECTED) – continued

American College of Chest Physicians 68th Scientific Assembly, San Diego, CA (2002)
Keynote Speaker, Arkansas Children's Hospital, Little Rock, AR (2003)
IX Wenner-Gren Symposium on "Neurobiological Control of Breathing", Stockholm (2003)
Keynote Speaker, Texas Neurological Society, Pediatric Section, Austin, TX (2004)
Grand Rounds Speaker, Department of Medicine, University of Texas Southwestern Medical School, Dallas, Texas (2004)
Grand Rounds Speaker, Department of Pediatrics, The University of Medicine and Dentistry of New Jersey, New Brunswick, NJ (2005)
Editor's Choice Speaker, Department of Pediatrics, Children's Hospital of Wisconsin, Milwaukee, WI (2007)
Invited Lecturer, Recent Advances in Neonatal Medicine, Würzburg, Germany (2008)
Pediatric Academic Societies Meeting, "Challenges Facing Pediatric Chairs," Vancouver, BC, Canada (2010)
Grand Rounds Speaker, Department of Pediatrics, Yale School of Medicine (2010)
Grand Rounds Speaker and Visiting Professor, Department of Pediatrics, University of California at San Diego, San Diego, CA (2010)
Grand Rounds Speaker, Joseph M. Sanzari Children's Hospital, Hackensack University Medical Center, Hackensack, NJ (2013)

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EXHIBIT V
DOCUMENTATION OF NON-PROFIT STATUS

638

Internal Revenue Service

District Director

Department of the Treasury
P.O. Box 9107
JFK Federal Bldg., Boston, Mass. 02203

Yale-New Haven Hospital Inc.
789 Howard Avenue
New Haven, Ct. 06504

Person to Contact: Daniel T. Valenzano

Telephone Number: (617) 223-1442

Refer Reply to: EO:Processing Unit

Date: JUL 10 1979

Name of Organization: Same

Gentlemen:

This is in reply to your recent letter requesting a copy of an exemption letter for the above-named organization.

Due to our records retention program, a copy of the original letter is not available.

[x] However, records in this office show that a determination letter was issued in November 1966 ruling that the organization was exempt from Federal Income Tax under Section (now) 501(C)(3) of the Internal Revenue Code of 1954.

[ ] However, records in this office show that the organization is exempt under Section (now) _____ of the Internal Revenue Code as part of a group ruling issued to _____

[x] Further, the organization is not a private foundation because it is an organization described under Section 170(b)(1)(a)(vi) and 509(a)(1).

This ruling remains in effect as long as there are no changes in the character, purposes, or method of operation of the organization.

I trust the foregoing information will serve your purpose.

If you have any questions, you may contact the person whose name ar telephone number are shown in the heading of this letter.

Sincerely yours,

District Director

639

IRS Department of the Treasury
Internal Revenue Service

OGDEN, UT 84201-0038

In reply refer to: 0441981549
Nov. 01, 2010 LTR 4168C ED
06-0646652 000000 00
00029143
BODC: TE

YALE NEW HAVEN HOSPITAL
% LAURIE CAHILL
20 YORK ST
NEW HAVEN CT 06510-3220

025077

Employer Identification Number: 06-0646652
Person to Contact: Mr. Ludlow
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Oct. 21, 2010, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in November 1966.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(iii).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Rita A. Leete

Rita A. Leete
Accounts Management II

640

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0038

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YALE NEW HAVEN HOSPITAL
% LAURIE CAHILL
20 YORK ST
NEW HAVEN CT 06510-3220

025077

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT, EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window. Use for payments

0441981549

BODCD-TE

Letter Number: LTR4168C
Letter Date : 2010-11-01
Tax Period : 000000

060646652

YALE NEW HAVEN HOSPITAL
% LAURIE CAHILL
20 YORK ST
NEW HAVEN CT 06510-3220

INTERNAL REVENUE SERVICE

OGDEN UT 84201-0038

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EXHIBIT VI
FINANCIAL ATTACHMENTS

Yale-New Haven Hospital
(All dollars are in thousands)
Proposal for the Termination of the Guilford Children's Hospital Clinic

Total Facility: Description	FY 2012 Actual Results	FY 2013 Projected with CON	FY 2013 Projected Incremental	FY 2013 Projected w/out CON	FY 2014 Projected with CON	FY 2014 Projected Incremental	FY 2014 Projected w/out CON	FY 2015 Projected with CON	FY 2015 Projected Incremental	FY 2015 Projected w/out CON	FY 2016 Projected with CON	FY 2016 Projected Incremental	FY 2016 Projected w/out CON
Net Patient Revenue													
Non- Government	$ 916,690	$ 1,227,684	$ -	$ 1,227,684	$ 1,300,546	$ -	$ 1,300,546	$ 1,408,690	$ -	$ 1,408,690	$ 1,526,440	$ -	$ 1,526,440
Medicare	550,283	736,971	-	736,971	660,463	-	660,463	628,007	-	628,007	644,777	-	644,777
Medicaid and Other Medical Assistance	241,197	323,025	-	323,025	344,571	-	344,571	367,426	-	367,426	382,385	-	382,385
Other Government	5,101	6,831	-	6,831	5,708	-	5,708	6,632	-	6,632	6,621	-	6,621
Total Net Patient Revenue	$ 1,713,271	$ 2,294,511	$ -	$ 2,294,511	$ 2,312,288	$ -	$ 2,312,288	$ 2,410,755	$ -	$ 2,410,755	$ 2,560,224	$ -	$ 2,560,224
Other Operating Revenue	$ 47,684	$ 54,600	$ -	$ 54,600	$ 47,500	$ -	$ 47,500	$ 47,500	$ -	$ 47,500	$ 47,500	$ -	$ 47,500
Revenue from Operations	$ 1,760,955	$ 2,349,111	$ -	$ 2,349,111	$ 2,359,788	$ -	$ 2,359,788	$ 2,458,255	$ -	$ 2,458,255	$ 2,607,724	$ -	$ 2,607,724
Salaries and Fringe Benefits	$ 757,263	$ 1,043,523	$ -	$ 1,043,523	$ 1,094,270	$ -	$ 1,094,270	$ 1,145,931	$ -	$ 1,145,931	$ 1,194,085	$ -	$ 1,194,085
Professional / Contracted Services	398,196	519,551	-	519,551	461,677	(56)	461,621	470,629	(111)	470,518	514,281	(111)	514,170
Supplies and Drugs	367,406	501,412	-	501,412	524,892	-	524,892	542,853	-	542,853	561,436	-	561,436
Bad Debts	32,622	64,205	-	64,205	69,199	-	69,199	74,983	-	74,983	81,256	-	81,256
Other Operating Expense	15,983	21,812	-	21,812	23,353	-	23,353	24,288	-	24,288	25,259	-	25,259
Subtotal	$ 1,571,469	$ 2,150,503	$ -	$ 2,150,503	$ 2,193,391	$ (56)	$ 2,193,335	$ 2,258,684	$ (111)	$ 2,258,573	$ 2,376,319	$ (111)	$ 2,376,208
Depreciation/Amortization	73,101	$ 93,114	$ -	$ 93,114	$ 94,420	$ -	$ 94,420	$ 101,180	$ -	$ 101,180	$ 108,482	$ -	$ 108,482
Interest Expense	17,720	24,199	-	24,199	25,405	-	25,405	33,957	-	33,957	40,878	-	40,878
Lease Expense	9,847	13,174	-	13,174	12,213	(48)	12,165	15,769	(96)	15,673	16,356	(96)	16,260
Total Operating Expense	$ 1,672,137	$ 2,280,990	$ -	$ 2,280,990	$ 2,325,429	$ (104)	$ 2,325,325	$ 2,409,590	$ (207)	$ 2,409,383	$ 2,542,035	$ (207)	$ 2,541,828
Gain/(Loss) from Operations	$ 88,818	$ 68,121	$ -	$ 68,121	$ 34,359	$ 104	$ 34,463	$ 48,665	$ 207	$ 48,872	$ 65,689	$ 207	$ 65,896
Plus: Non-Operating Revenue	$ 24,098	$ 39,000	$ -	$ 39,000	$ 30,000		$ 30,000	$ 33,300		$ 33,300	$ 34,300	$ -	$ 34,300
Revenue Over/(Under) Expense	$ 112,916	$ 107,121	$ -	$ 107,121	$ 64,359	$ 104	$ 64,463	$ 81,965	$ 207	$ 82,172	$ 99,989	$ 207	$ 100,196
Number of FTE's	10,607	10,839	-	10,839	10,866	-	10,866	10,984	-	10,984	11,106	-	11,106
Inpatient Cases	59,427	80,472	-	80,472	80,472	-	80,472	82,725	-	82,725	85,042	-	85,042
Patient Days	309,398	424,710	-	424,710	424,710	-	424,710	436,602	-	436,602	448,827	-	448,827
Outpatient encounters	774,085	1,054,980	-	1,054,980	1,073,015	-	1,073,015	1,112,990	-	1,112,990	1,154,581	-	1,154,581

Notes:

Minimum Number of Units required

	2013	2014	2015	2016
Expenses from operations	NA	$0	$0	$0
Cases Needed to show incremental gain from operations	NA	-	-	-
Average Revenue per case by year	NA	$0	$0	$0
Volume	NA	-	-	-
Revenue	NA	$ -	$ -	$ -

Notes:

There is no incremental volume for this Guilford Con Termination

Yale-New Haven Hospital

Please provide three years of projections of incremental revenue, expense and volume statistics attributable to the proposal in the following reporting format:

Type of Service Description	Hem/Onc.									
Type of Unit Description:	Visits/Treatments									
# of Months in Operation	6									
Year 1 - 2014 (full year) FY Projected Incremental Total Incremental Expenses:	(1) ($104)	(2) Rate	(3) Units	(4) Gross Revenue Col. 2 * Col. 3	(5) Allowances/ Deductions	(6) Charity Care	(7) Bad Debt	(8) Net Revenue Col.4 - Col.5 -Col.6 - Col.7	(9) Operating Expenses Col. 1 Total * Col. 4 / Col. 4 Total	(10) Gain/(Loss) from Operations Col. 8 - Col. 9
Total Facility by Payer Category:										
Medicare		$0	-	$0	$0			$0	$0	$0
Medicaid		$0	-	$0	$0			$0	$0	$0
CHAMPUS/TriCare		$0	-	$0	$0			$0	$0	$0
Total Governmental			0	$0	$0	$0	$0	$0	$0	$0
Commercial Insurers		$0	0	$0	$0			$0	$0	$0
Uninsured		$0	-	$0	$0	$0	$0	$0	$0	$0
Total NonGovernment		$0	0	$0	$0	$0	$0	$0	$0	$0
Total IP All Payers		$0	-	$0	$0	$0	$0	$0	$0	$0

Note: There is no incremental volume for this Termination

Yale-New Haven Hospital

Please provide three years of projections of incremental revenue, expense and volume statistics attributable to the proposal in the following reporting format:

Type of Service Description: Hem/Onc.
Type of Unit Description: Visits/Treatments
# of Months in Operation: 12

Year 2 - 2015 FY Projected Incremental	(1)	(2) Rate	(3) Units	(4) Gross Revenue Col. 2 * Col. 3	(5) Allowances/ Deductions	(6) Charity Care	(7) Bad Debt	(8) Net Revenue Col.4 - Col.5 -Col.6 - Col.7	(9) Operating Expenses Col. 1 Total * Col. 4 / Col. 4 Total	(10) Gain/(Loss) from Operations Col. 8 - Col. 9
Total Incremental Expenses:	($207)									
Total Facility by Payor Category:										
Medicare		$0	-	$0	$0			$0	$0	$0
Medicaid		$0	-	$0	$0			$0	$0	$0
CHAMPUS/TriCare		$0	-	$0	$0			$0	$0	$0
Total Governmental			0	$0	$0	$0	$0	$0	$0	$0
Commercial Insurers		$0	0	$0	$0			$0	$0	$0
Uninsured		$0	-	$0	$0	$0	$0	$0	$0	$0
Total NonGovernment		$0	-	$0	$0	$0	$0	$0	$0	$0
Total All Payers		$0	-	$0	$0	$0	$0	$0	$0	$0

Note: There is no incremental volume for this Termination

Yale-New Haven Hospital

Please provide three years of projections of incremental revenue, expense and volume statistics **attributable to the proposal** in the following reporting format:

Type of Service Description	Hem/Onc.
Type of Unit Description:	Visits/Treatments
# of Months in Operation	12

Year 3 - 2016 FY Projected Incremental Total Incremental Expenses:	(1) ($207)	(2) Rate	(3) Units	(4) Gross Revenue Col. 2 * Col. 3	(5) Allowances/ Deductions	(6) Charity Care	(7) Bad Debt	(8) Net Revenue Col.4 - Col.5 -Col.6 - Col.7	(9) Operating Expenses Col. 1 Total * Col. 4 / Col. 4 Total	(10) Gain/(Loss) from Operations Col. 8 - Col. 9
Total Facility by Payer Category:										
Medicare		$0	-	$0	$0			$0	$0	$0
Medicaid		$0	-	$0	$0			$0	$0	$0
CHAMPUS/TriCare		$0	-	$0	$0			$0	$0	$0
Total Governmental			0	$0	$0	$0	$0	$0	$0	$0
Commercial Insurers		$0	0	$0	$0			$0	$0	$0
Uninsured		$0	-	$0	$0	$0	$0	$0	$0	$0
Total NonGovernment		$0	-	$0	$0	$0	$0	$0	$0	$0
Total All Payers		$0	-	$0	$0	$0	$0	$0	$0	$0

Note: There is no incremental volume for this Termination

YALE-NEW HAVEN HOSPITAL

Proposal for the Termination of the Guilford Children's Clinic
Yale-New Haven Hospital
Assumptions

Net Revenue Rate Increases	FY 2014	FY 2015	FY 2016
1) Government	-0.06 - 0.0%	0.0 - 1.0%	0.0 - 1.0%
2) Non-Government	5.0%	5.0%	5.0%

	FY 2014	FY 2015	FY 2016
EXPENSES			
A. **Salaries and Fringe Benefits**	3.1%	3.1%	3.1%
B. **Non-Salary**			
1) Medical and Surgical Supplies	3.5%	3.5%	3.5%
2) Pharmacy and Solutions	3.5%	3.5%	3.5%
3) Malpractice Insurance	4.0%	4.0%	4.0%
4) Professional and Contracted Services	2.5%	2.5%	2.5%
5) All Other Expenses	3 - 5%	3 - 5%	3 - 5%

	FY 2014	FY 2015	FY 2016
FTEs			
1) Total estimated FTEs	10,866.0	10,984.0	11,106.0

Note - The above increase projections reflect all changes relating to Medicare and Medicaid reimbursement regulations.

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Office of Health Care Access

January 17, 2014

VIA FAX ONLY

Nancy Rosenthal
Sr. Vice President-Health Systems Development
Yale-New Haven Hospital
20 York Street
New Haven, CT 06510

RE: Certificate of Need Application, Docket Number 13-31880-CON
Yale-New Haven Hospital
Termination of Services at the Yale-New Haven Hospital Pediatric Specialty Center in Guilford

Dear Ms. Rosenthal:

On December 20, 2013, the Office of Health Care Access ("OHCA") received your initial Certificate of Need application filing on behalf of Yale-New Haven Hospital ("Applicant") for the termination of services at the Yale-New Haven Hospital Pediatric Specialty Center in Guilford, CT, with no associated capital expenditure.

OHCA has reviewed the CON application pursuant to Section 19a-639a(c) and requests the following additional information:

1. On page 16 of the CON Application, the Applicant states that "in the near future, a new site will open in Trumbull, CT to serve the growing Fairfield County population." Please provide evidence to support the above statement.

2. Please provide the current utilization (October 1, 2013 – to the present) for office visits to the Pediatric Specialty Center at Guilford.

3. On page 23 of the CON application, please specify if the volume by town at the Pediatric Specialty Center at Guilford during the most recently completed FY is by patient or by visit.

4. Please provide the historical (past three fiscal years) and current utilization to the present for office visits, by service, and by town of origin for the Yale-New Haven Children's Hospital, One Long Wharf, Norwalk and Greenwich locations.

5. Please report the patient/payer mix for the last two fiscal years and the current fiscal year.

6. Please address the following regarding the Applicant's Medicaid population:

    a. Provide evidence as to how the Applicant has demonstrated how this proposal will improve quality, accessibility and cost effectiveness of health care delivery in the region, including but not limited to:

        i. Provision of any change in the access to services for Medicaid recipients and indigent persons, and

        ii. The impact upon the cost effectiveness of providing access to services provided under the Medicaid program.

7. Has the Applicant considered an alternative to closing the Guilford Facility (e.g. reducing hours, etc.). Please provide support documentation.

8. Provide the Applicant's past and proposed provision of health care services to relevant patient populations and payer mix, including, but not limited to, access to services by Medicaid recipients and indigent persons.

9. If the Applicant has failed to provide or reduced access to services to Medicaid recipients or indigent persons, demonstrate how the Applicant has done this due to good cause or demonstrate that it was not solely on the basis of differences in reimbursement rates between Medicaid and other health care payers.

10. On page 39 of the CON Application, the Applicant states that "the low volume at the clinic has contributed to financial losses in the amount of approximately $400,000 on an annual basis". Please provide financial statements that support the above statement.

11. Please provide Financial Attachment I and Financial Attachment II for the Guilford location.

In responding to the questions contained in this letter, please repeat each question before providing your response. Paginate and date your response, i.e., each page in its entirety. Information filed after the initial CON application submission (i.e. completeness response letter, prefile testimony, late file submissions and the like) must be numbered sequentially from the Applicant's document preceding it. Please begin your submission using Page 117 and reference "Docket Number: 13-31880-CON." Submit one (1) original and two (2) hard copies of your response. In addition, please submit a scanned copy of your response, in an Adobe format (.pdf) including all attachments on CD. If available, a copy of the response in MS Word should also be copied to the CD.

Pursuant to Section 19a-639a(c) of the Connecticut General Statutes, you must submit your response to this request for additional information not later than sixty days after the date that this request was transmitted. Therefore, please provide your written responses to OHCA no later than March 17, 2014, otherwise your application will be automatically considered withdrawn. If you have any questions concerning this letter, please feel free to contact me by email or at (860) 418-7035.

Sincerely,

Paolo Fiducia
Associate Health Care Analyst

****
*** TX REPORT ***
****

TRANSMISSION OK

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STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF HEALTH CARE ACCESS

FAX SHEET

TO: NANCY ROSENTHAL

FAX: 12038634736

AGENCY: YALE-NEW HAVEN HOSPITAL

FROM: PAOLO FIDUCIA

DATE: 01/17/2014 Time: 1:30 pm

NUMBER OF PAGES: 4
(including transmittal sheet)

Comments:
13-31880-
CON
Completeness
Letter

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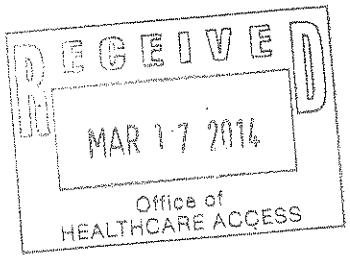
YALE NEW HAVEN HEALTH

March 17, 2014



Paolo Fiducia
Associate Health Care Analyst
Office of Health Care Access
410 Capitol Avenue
MS #13HCA
P.O. Box 340308
Hartford, CT 06106

Re: Docket Number: 13-31880-CON
Yale-New Haven Hospital
Discontinuation of Services at Y-NHH Pediatric Specialty Center at Guilford

Dear Mr. Fiducia:

Enclosed please find the original, two (2) hard copies, and an electronic copy on CD of YNHH's response to OHCA's January 17, 2014 completeness questions with respect to the above referenced Certificate of Need application.

Please do not hesitate to contact me with any questions or concerns. I can be reached at (203) 863-3908. Thank you for your time and support of this project.

Sincerely,

Nancy Rosenthal
Senior Vice President – Health Systems Development

Enclosures

789 Howard Avenue
New Haven, CT 06519

Yale-New Haven Hospital

Discontinuation of Services at Yale-New Haven Hospital
Pediatric Specialty Center at Guilford

Docket Number: 13-31880-CON

Response to Completeness Questions

March 17, 2014

Yale-New Haven Hospital

Certificate of Need Application
Docket Number: 13-31880-CON

Discontinuation of Services at Yale-New Haven Hospital
Pediatric Specialty Center at Guilford

Response to Completeness Questions

1. On page 16 of the CON Application, the Applicant states that "in the near future, a new site will open in Trumbull, CT to serve the growing Fairfield County population." Please provide evidence to support the above statement.

Response:
Please find attached in Exhibit I documentation to support the statement that in the near future a new site will open in Trumbull to support the growing Fairfield County population, including the following:

- **A ground floor plan for the new site, and**
- **An executed lease for certain space at the new site.**

As noted on page 17 of the CON application, this new site will offer outpatient chemotherapy infusion for pediatric patients as well as specialty physician office visits in multiple specialties, including pediatric hematology/oncology. The site will include 12 exam rooms, 6 infusion bays, an isolation room, and other consultation rooms. The new spaces will accommodate up to two family visitors in every room (exam and infusions). Cardiology, pulmonary and phlebotomy testing will also be available on site. As noted in prior documentation submitted to the Office of Health Care Access, Bridgeport Hospital also plans to offer comprehensive outpatient oncology services for adults at this location. (Docket No. 12-31766-CON).

As demonstrated in Exhibit II, the Yale-New Haven Hospital sites in New Haven have attracted a large number of pediatric visits from Fairfield County including towns such as Bridgeport, Stratford, and Trumbull. For example, from FY11 to FY13, the number of pediatric oncology visits from Bridgeport at the Smilow Cancer Hospital has increased by approximately 17%. In addition, nearly 25% of the patients served at the Pediatric Specialty Center at Guilford reside in Fairfield County. The new site in Trumbull will expand access to care in Fairfield County, while residents of New Haven County will continue to have access to the same services at state-of-the art facilities in New Haven.

The Smilow Cancer Hospital offers pediatric oncology infusions, while the Pediatric Specialty Center at One Long Wharf and the Yale-New Haven Children's Hospital offer multi-specialty teams of physicians to efficiently coordinate care with follow-up diagnostic testing. Please see Exhibit III which explains the benefits of this approach in New Haven.

2. Please provide the current utilization (October 1, 2013 – to the present) for office visits to the Pediatric Specialty Center at Guilford.

Response:

The following tables show the visit volume at the Pediatric Specialty Center at Guilford. As noted on pages 24 and 25 of the CON application, the physician office services at this site became a provider-based department of Yale-New Haven Hospital in February of 2013. Prior to this change, all of the physician office services were YMG services only and billed by YMG, while Yale-New Haven Hospital provided the infusion services. Since the transition of the physician office services to a provider-based department in February of 2013, the hematology and oncology visit volume includes both infusion related visits and physician visits.

Visits to the Pediatric Specialty Center at Guilford (Before Provider-Based Change)

Visits at the Pediatric Specialty Center at Guilford					
	Actual Volume (Last 3 Fys)			Actual FY Volume (After Provider-based Change)	
Service*	FY2010	FY2011	FY2012	FY2013**	Oct-Jan 2014***
Infusion Related Visits	828	1961	1966	1515	See below. Now counted within the provider-based MD visit statistics.
TOTAL	828	1961	1966	1515	

*In May of 2010, YNHH began operating the infusion services at this site as a provider-based department of the hospital, and the volume reported here represents visits to this site for infusion services.
**In February of 2013, the MD visits at this site also became a provider-based site of YNHH. Since the transition of the MD visits to a provider-based site of YNHH, the infusion visits and MD visits are counted together. The FY13 data reported in this table includes annualized infusion visits from October of 2012 to February of 2013.
***As noted above, the infusion related visits are now counted with the MD visits below.

Visits to the Pediatric Specialty Center at Guilford (After Provider-Based Change)

Visits at the Pediatric Specialty Center at Guilford					
	Actual Volume (Last 3 Fys)			Actual FY Volume (After Provider-based Change)	
Service	FY2010	FY2011	FY2012	FY2013*	Oct-Jan 2014
Hem/Onc	NA	NA	NA	636	749
Cardiology	NA	NA	NA	124	87
Endocrinology	NA	NA	NA	281	108
GI	NA	NA	NA	33	23
Respiratory	NA	NA	NA	77	30
			TOTAL	1151	997

*The MD visits at this site became a provider-based location in February of 2013. Since the transition of the MD visits to a provider-based site of YNHH, the infusion visits and MD visits within the heme/onc line are counted together. The FY13 data reported in this table includes the infusion and MD visit volume from February 2013 - September 2013. The FY14 data also includes the infusion and MD visit volume which is counted together after the provider-based change.

3. On page 23 of the CON application, please specify if the volume by town at the Pediatric Specialty Center at Guilford during the most recently completed FY is by patient or by visit.

Response:
The volume by town presented on page 23 of the application represents visit volume.

4. Please provide the historical (past three fiscal years) and current utilization to the present for office visits, by service, and by town of origin for the Yale-New Haven Children's Hospital, One Long Wharf, Norwalk, and Greenwich locations.

Response:
Please see Exhibit II.

5. Please report the patient/payer mix for the last two fiscal years and the current fiscal year.

Response:

Patient Population Mix (based on number of patients)			
Guilford Location	**FY 2012**	**FY 2013**	**FY 2014**
Medicare	0%	0%	0%
Medicaid	18%	24%	28%
CHAMPUS & TriCare	3%	4%	4%
Total Government	**21%**	**28%**	**32%**
Commercial Insurers	79%	71%	68%
Uninsured	0%	0%	0%
Other	0%	1%	0%
Total Non-Government	**79%**	**72%**	**68%**
Total Payer Mix	**100%**	**100%**	**100%**

6. Please address the following regarding the Applicant's Medicaid population:

   a. Provide evidence as to how the Applicant has demonstrated how this proposal will improve quality, accessibility and cost effectiveness of health care delivery in the region, including but not limited to:

      i. Provision of any change in the access to services for the Medicaid recipients and indigent persons, and

Response:
There will be no change in the provision of access to services for Medicaid recipients. The same services will continue to be provided within the service area at multiple locations including: the Yale-New Haven Children's Hospital, the Pediatric Specialty Center at One Long Wharf, and the Smilow Cancer Hospital in New Haven. Patients that reside in Fairfield County will have access to care at a new site conveniently located in Trumbull. As a result, all sites have excess capacity and are easily able to absorb patients from the Guilford site.

Yale-New Haven Hospital has always provided comprehensive health care services to pediatric patients with Medicaid and other forms of insurance, as well as those without insurance. These practices will continue and will not be impacted by this proposal.

A large percentage of the Medicaid visits at the Guilford site are Medicaid patients residing in the greater New Haven area, to the west of New Haven, and in Fairfield County; in contrast, only nine percent of the total visits at the Guilford site are Medicaid patients living in and to the east of Guilford. These patients will continue to have access to the same services in a more coordinated manner in New Haven by the same physicians. All sites in New Haven are also accessible by public transportation and located directly off Interstate 95.

ii. The impact upon the cost effectiveness of providing access to services provided under the Medicaid program.

Response:
Medicaid patients will continue to have access to the same services within the service area at several locations which offer coordinated care via a multispecialty team of physicians and easy access to related diagnostic services. The current site in Guilford has low patient volumes and space limitations that are not conducive to patient centered care. The small space at this site does not accommodate a child's family during an infusion visit and does not provide the privacy as may be appropriate for extended infusions. The site also lacks advanced diagnostic testing and does not have the space to support a team of multispecialty physicians. Patients visiting this site for an oncology appointment often need to see another specialist such as a neurologist or obtain an MRI which requires a second visit to a different location.

This proposal seeks to better coordinate care in a cost-efficient manner by offering services in a location with a multispecialty team of physicians and access to advanced diagnostic services. This should reduce the need and associated costs of multiple follow-up visits. All patients, including Medicaid patients, will have access to coordinated care under this proposal (with less fragmentation) resulting in cost-effective pediatric specialty services.

7. Has the Applicant considered an alternative to closing the Guilford Facility (e.g., reducing hours, etc.). Please provide support documentation.

Response:
Yale-New Haven Hospital has considered alternatives to closing the Guilford site, such as decreasing the hours of operation to 4.5 hours a day per week, adding other specialty services, and flexing staff to New Haven. However, these alternatives were not deemed viable due to the limited square footage of the Guilford site. This site lacks the space to provide a multispecialty team of physicians and to perform patient intake, blood draw, testing and advanced diagnostic imaging in a coordinated manner. It is also too small to accommodate a family during a treatment session and does not offer privacy when undergoing infusion treatments. Patients were often required to make a second appointment at another facility for advanced imaging or to see another specialist.

8. Provide the Applicant's past and proposed provision of health care services to relevant patient populations and payer mix, including, but not limited to, access to services by Medicaid recipients and indigent persons.

Response:
Yale-New Haven Hospital has always provided comprehensive health care services to pediatric patients with Medicaid and other forms of insurance, as well as those without insurance. These practices will continue and will not be impacted by this proposal. See the response to Question 5, which provides the patient mix at the Guilford site.

9. If the Applicant has failed to provide or reduced access to services to Medicaid recipients or indigent persons, demonstrate how the Applicant has done this due to good cause or demonstrate that it was not solely on the basis of differences in reimbursement rates between Medicaid and other health care payers.

Response:
Not applicable. This proposal will not reduce access to care for Medicaid recipients or indigent persons. The same services will continue to be provided in the service area.

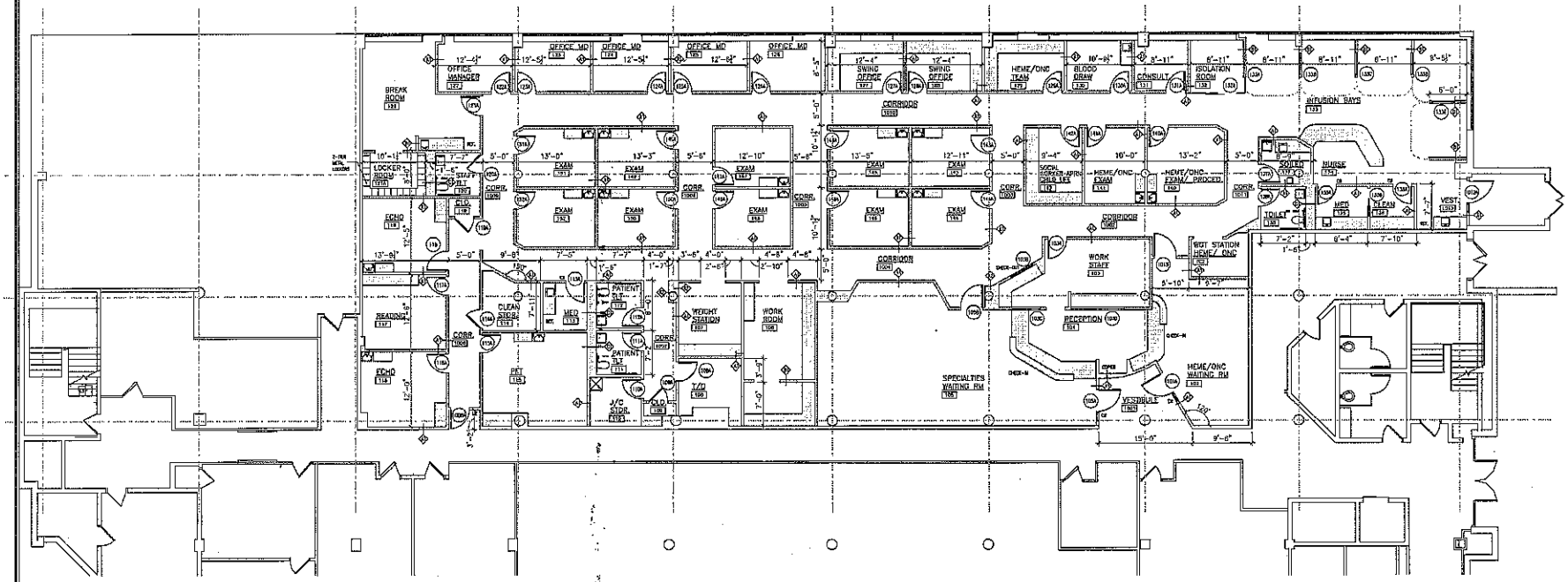
10. On page 29 of the CON Application, the Applicant states that "the low volume at the clinic has contributed to financial losses in the amount of $400,000 on an annual basis." Please provide financial statements that support the above statement.

Response:
Please see Exhibit IV.

11. Please provide Financial Attachment I and Financial Attachment II for the Guilford location.

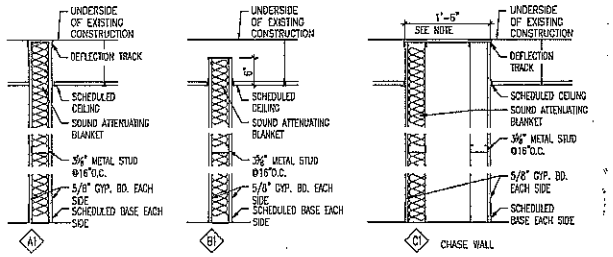
Response:
Please see Exhibit IV.

Exhibit I



PARTIAL GROUND FLOOR PLAN

SCALE : 1/8" = 1'-0"



NOTE:
1'-6" CHASE DIMENSION AT SINGLE-SIDED TOILETS. VERIFY ACTUAL CHASE REQUIREMENTS WITH PLUMBING FIXTURES

PARTITION TYPES

SCALE: 1" = 1'-0"

NOTES:
1. PROVIDE ⅝" MOISTURE RESISTANT GYP BOARD AT TOILET ROOM LOCATIONS

GENERAL NOTES

1. WHERE CHANGE OF ROOM NAME AND/OR FUNCTION OCCURES, ALL RELEVANT SIGNAGE, LABELS AND PLACUES TO BE REPLACED. COORDINATE W/ OWNER FOR BUILDING STANDARDS OF FABRICATION.
2. PROVIDE WOOD BLOCKING IN GYP. BOARD PARTITIONS FOR DOOR STOPS, CASEWORK, SHELF STANDARDS, COMPUTER WALL STATIONS, ACCESSORIES AND ALL OTHER APPLIED PRODUCES.
3. PROVIDE CUTTING AND PATCHING FOR ALL TRADES, WHERE WALL, PARTITIONS OR CEILINGS ARE REMOVED. RESTORE EXPOSED FINISHES OF PATCHED ADJOINING AREAS. PROVIDE END CAPS AND CORNER BEADS WHERE WALLS ARE SHORTENED.
4. CONTRACTOR TO PROVIDE UTILITY CONNECTIONS FOR ALL EQUIPMENT.
5. PROVIDE CHILD-PROOF OUTLETS IN NURSING ROOM.
6. PROVIDE FIRE STOPS AS REQUIRED FOR ALL PENETRATIONS AT FIRE-RATED ASSEMBLIES.
7. EQUIPMENT SUPPLIED AND INSTALLED BY OTHERS. CONTRACTOR RESPONSIBLE FOR PROVIDING UTILITIES TO ALL EQUIPMENT.
8. CONTRACTOR RESPONSIBLE FOR PULLING LOW VOLTAGE TEL/DATA WIRING AND TERMINATIONS.
9. CONTRACTOR TO PROVIDE AND INSTALL ALL WINDOW TREATMENT.
10. REFER TO DRAWING A102 FOR PARTITION TYPES.

LEGEND

- EXISTING WALL
- NEW WALL CONSTRUCTION (SEE PARTITION TYPES)
- CASEWORK PROVIDED BY CONTRACTOR
- EXISTING CASEWORK & SINK TO REMAIN
- CORNER GUARD - PROVIDE AT ALL OUTSIDE CORNERS
- EXISTING DOOR & FRAME
- NEW DOOR & FRAME
- CR — CARD READER

PROJECT NORTH

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS

BRIDGEPORT HOSPITAL
YALE-NEW HAVEN HEALTH

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BRIDGEPORT HOSPITAL

PEDIATRIC SPECIALTIES
5520 PARK AVE
TRUMBULL, CT

BH NO:	XXXX
PROJECT NO:	JSA-1318
DRAWN BY:	JSA
CHECKED BY:	JSA
SCALE:	AS NOTED
DATE:	08/10/13

GROUND FLOOR PLAN
PARTITION TYPES

A102

SUITE 101

LEASE AGREEMENT

BY AND BETWEEN

RDR 5520, LLC

AND

YALE NEW HAVEN HOSPITAL, INC.

AT 5520 PARK AVENUE

TRUMBULL, CONNECTICUT

DATED: OCTOBER 31, 2013

LIST OF EXHIBITS

EXHIBIT A	Legal Description
EXHIBIT B	Floor Plan
EXHIBIT C	Tenant Alteration Specifications
EXHIBIT D	Rules and Regulations
EXHIBIT E	Landlord's Work
EXHIBIT F	Declaration
EXHIBIT G	Form of Subordination, Non-Disturbance and Attornment Agreement
EXHIBIT H	Memorandum of Lease
EXHIBIT I	Form of Estoppel Agreement

LEASE

LEASE made this 31st day of October, 2013 between RDR 5520, LLC a Connecticut limited liability company with an office at 5520 Park Avenue, Trumbull, Connecticut 06611, and YALE NEW HAVEN HOSPITAL, INC., a Connecticut non-stock corporation with an office at 20 York Street, New Haven, Connecticut 06510.

WITNESSETH:

1. Definitions. The following terms shall have the means set forth opposite each of them.

1.1 "Building" – The building located at 5520 Park Avenue, Trumbull, Connecticut.

1.2 "Commencement Date" – The later to occur of May 1, 2015, or (ii) the date the Landlord has completed all of Landlord's work described in Section 7 below.

1.3 "Common Areas" – Those areas within the Building, the Land and the Complex not leased to any tenant and which are intended by design to be available for the use, benefit, and enjoyment of all occupants of the Building and the Complex, as applicable, including, but not limited to lobbies, elevators and other portions of the Complex, not leased to a specific tenant and shall include all parking areas on the Complex, as well as the parking garage to be constructed on Unit 2 of the St. Nicholas Condominium, Trumbull, Connecticut.

1.4 "Complex" – Park Avenue Medical Center, a condominium created pursuant to the Declaration, which is composed of the Building (containing seven (7) condominium units, the "Unit 8 Building", the "MOB Land Unit" and the parking areas on "Unit No. 9" (as more further described in the Declaration), surface parking lots and certain other improvements.

1.5 "Declaration" – That certain Amended and Restated Declaration of Condominium for Park Avenue Medical Center as more particularly described on Exhibit F.

1.6 "Expiration Date" – The last day of the calendar month immediately prior to the twenty-fifth (25th) year anniversary of the Rent Commencement Date, or such earlier date on which this Lease may expire or be cancelled or terminated pursuant to the terms hereof.

1.7 "Fixed Minimum Rent" – Shall be payable as follows:

[redacted]

[redacted]

"Renewal Term"

As set forth in Section 3B.

1.8 "Interest Rate" - 10% per annum.

1.9 "Land" – The condominium units in which the Building is located, as shown on Exhibit A, including all Common Elements and Limited Common Elements appurtenant thereto.

1.10 "Landlord" – RDR 5520, LLC, a Connecticut limited liability company, its successors and assigns.

1.11 "Lease Year" – The twelve-month period beginning on the first day of the month in which the Rents Commencement Date occurs and ending with the day preceding the first anniversary of such date, and each twelve –month period thereafter.

1.12 "Operating Expenses" – As defined in Section 6.2.

1.13 "Permitted Use" – As defined in Section 4(b).

1.14 "Premises" – That space, identified as Suite 101 on the first (1st) floor of the Building shown on the floor plan(s) attached hereto as Exhibit C, which is agreed to contain 2,490 square feet of rentable space.

1.15 "Regular Business Hours" – 7:30 a.m. to 6:00 p.m. Monday through Friday, 9:00 a.m. to 1:00 p.m. Saturday, excluding however, days observed by the Federal or the Connecticut State government as legal holidays.

1.16 "Renewal Term" – As defined in Section 3B.

1.17 "Rent" – Fixed Minimum Rent, and all additional rent including, without limitation, Tenant's share of Operating Expenses and Taxes, and any other charges required to be paid by Tenant pursuant to this Lease.

1.18 "Rent Commencement Date" – The Commencement Date as defined in Section 1.2.

1.19 "Taxes" – All taxes, assessments and other charges, of every sort whatsoever, which are levied, assessed or charged against real estate, personal property or rents, or on the right or privilege of leasing real property or collecting rents thereof and any and all other taxes and assessments attributable to the Premises and/or the Building including personal property taxes on all personal property, equipment, furnishings, etc., included in, pertaining to, or used in maintaining and operating the Building and the Common Areas, including interest on all installment payments and all costs and fees (including reasonable attorneys' fees) incurred by Landlord in contesting and/or negotiating with the public authorities as to the same, not to exceed any savings realized per Section 6.4 hereof. If at any time the methods of taxation shall be altered so that in addition to or in lieu of or as a substitute for the whole or any part of such taxes now levied, assessed or imposed there shall be levied, assessed or imposed (a) a tax, license fee or other charge on the rents received or (b) any other type of tax or other imposition in lieu of, or as a substitute for, or in addition to, the whole or any portion of said taxes, then the same shall be included hereunder; provided that Taxes shall not include interest or penalties by reason of the late payment of Taxes (although Tenant shall be liable for interest and penalties for the late payment of Taxes due solely to Tenant), income or franchise taxes, transfer of controlling interest taxes, real estate conveyance taxes, inheritance or gift taxes imposed on Landlord. In determining the amount of Taxes for any Year, the amount of special assessments to be included shall be limited to the amount of the installment (plus any interest payable thereon) of such special assessment which would have been required to have been paid during such year if Landlord had elected to have such special assessment paid over the maximum period of time permitted by Law.

1.20 "Tenant" – Yale-New Haven Hospital, Inc.

1.21 "Tenant's Share" equals 3.629% which is the rentable square footage of the Premises set forth in Section 1.14 above divided by the Total Building Floor Area (subject to adjustment upon remeasurement in accordance with said section).

1.22 "Term" – The period beginning on the Commencement Date and ending at noon on the Expiration Date or the last day of the Renewal Term if properly exercised by the Tenant pursuant to Section 3B.

1.23 "Total Building Floor Area" – The total number of rentable square feet of space in the Building, which is agreed to be 68,621 rentable square feet.

1.24 "Unavoidable Delays" – Delays resulting from acts of God, governmental restrictions or guidelines, strikes, labor disturbances, shortages of materials and

supplies and from any other causes or events whatsoever beyond Landlord's or Tenant's reasonable control, excluding financial inability.

2. Grant of Lease.

In consideration of the rents, mutual covenants and agreements set forth herein, Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the Premises, together with all rights and privileges appurtenant to the Premises, including but not limited to portions of any parking areas for the Complex by virtue of any leasehold agreement, the right to utilize in common with others, for ingress and egress, the lobbies, elevators and other public portions of the Land and Building and the right to use the parking areas on and serving the Complex. Tenant may elect to terminate this Lease without further liability hereunder if the portions of the parking areas on the Complex which are subject to a leasehold interest are no longer available for parking purposes and the Landlord has not provided for reasonable substitution of said spaces. Nothing herein contained shall be construed as a grant or demise to Tenant of the roof or exterior walls of the Building, of the space above and below the Premises, unless otherwise specifically stated in this Lease.

3. Term.

A. Term. The Term of this Lease shall commence on the Commencement Date and end at 12:00 p.m. on the Expiration Date subject to exercise by Tenant of its right to extend the Term for the Option Term.

Notwithstanding anything set forth herein to the contrary, in the event that the Tenant or its agents, contractors, guests, or invitees shall enter, use, occupy or commence any work at the Premises prior to the Rent Commencement Date, all obligations of Tenant hereunder with respect to insurance requirements and indemnities shall be deemed to commence as of the date of such entry, use, occupancy or commencement of work (it being understood, however, that the foregoing shall not be construed to permit any such entry, use, occupancy or commencement of work absent Landlord's prior written consent, h consent shall not be unreasonably withheld, conditioned or delayed.)

B. Renewal Options.

i. So long as no Event of Default shall have occurred and be continuing, Landlord does hereby grant to Tenant an option to renew this Lease on the same terms and conditions as set forth herein for three (3) consecutive terms of ten (10) years, ten (10) years and five (5) years (each renewal period a "Renewal Term"), unless and until the Term of this Lease shall expire or be terminated pursuant to any provision hereof. Tenant may elect to exercise its option to extend the Term of this Lease for a Renewal Term by giving notice (each a "Renewal Notice") thereof to Landlord not less than twelve (12) months prior to the expiration of the initial Term or the then existing Renewal Term, as the case may be. In the event Tenant shall fail to exercise its option for a Renewal Term on a timely basis, the Landlord shall send a Renewal Notice (a

"Reminder Notice") to Tenant and Tenant shall have an additional thirty (30) day period following receipt of the Reminder Notice in which to exercise the option for the Renewal Term before losing the option. Each notice of election to extend given in accordance with the provisions of this Section 5 shall automatically extend the Term of this Lease for the Renewal Term selected, without further writing; provided, however, either party, upon request of the other, shall execute and acknowledge an instrument confirming any such extension. Tenant shall not be entitled to extend the Term of this Lease for any Renewal Term (except the first Renewal Term) unless Tenant shall have extended the Term of this Lease for the preceding Renewal Term, and any Renewal Term shall be upon the same terms as provided in this Lease for the Initial Term, except that the Fixed Minimum Rent payable during each such Renewal Term shall be an amount equal to the Fair Market Rental Value of the Premises (as hereinafter defined and determined), as of the commencement of the applicable Renewal Term (the "Minimum Renewal Rent") but in no event shall the Minimum Renewal Rent be less than the Fixed Minimum Rent in effect for the month prior to the relevant Renewal Term. "Fair Market Rental Value" shall mean the average annual fixed rent for each Lease Year of the relevant Renewal Term taking into account all relevant economic terms, including, without limitation, the presence or absence of free rent, fit out allowances, the size, location, appointments and condition of the Premises, the duration of the term of the relevant Renewal Term, Operating Expenses, Taxes and other escalation charges, as well as electricity charges, for which, on the terms and conditions of this Lease a willing landlord comparable to Landlord would rent the Premises, and for which a willing tenant would rent the Premises assuming that the prospective tenant is a non-affiliated, creditworthy entity, new tenant seeking non-expansion, non-renewal, non-sublease, non-encumbered space, with neither such landlord nor tenant being compelled to rent and after appropriate exposure of the Premises to the market for a reasonable period of time. Fair Market Rental Value shall value the physical condition of the Premises as is.

ii. The Fair Market Rental Value for each Renewal Term shall be determined as follows:

(a) For thirty (30) days following Landlord's receipt of Tenant's Renewal Notice, Landlord and Tenant shall endeavor to mutually agree upon the Fair Market Rental Value of the Premises. If the parties do not agree within said thirty (30)-day period as evidenced by an amendment to this Lease executed by Landlord and Tenant, then within ten (10) days after the expiration of such thirty (30) day period, Landlord and Tenant shall each make a separate determination of the applicable Fair Market Rental Value. If the two determinations differ by less than ten percent (10%), the Fair Market Rental Value shall be the average of the two determinations. If Landlord's and Tenant's determinations differ by ten percent (10%) or more, such determinations shall be submitted to appraisal as provided below.

(b) If Fair Market Rental Value is not determined by an average as set forth above in subparagraph (a), then within twenty (20) days after the expiration of the initial thirty (30) day period, Landlord and Tenant shall each appoint one disinterested person of recognized competence in the field of real estate appraisal within the area in which the Complex is located. Each such appraiser shall be a Member of the Appraisal Institute (MAI) and have at least ten (10) years of experience as an MAI appraiser and an equal amount of experience with properties comparable to the Complex. If either Landlord or Tenant fails to appoint an appraiser within such ten (10) day period, the appraiser appointed by either Landlord or Tenant shall appoint an appraiser who shall be qualified under the same criteria set forth herein as the first appraiser and shall notify the other party of the identity and address of such appointee. As promptly as possible, but in no event any later than ten (10) days after the appointment of the second appraiser, the appraisers thus appointed shall determine the actual Fair Market Rental Value, taking into account the requirements of this Section 5. The Fair Market Rental Value so selected by the two appointed appraisers shall constitute the Fair Market Rental Value for the relevant Renewal Term, and shall be binding upon Landlord and Tenant. If the two appraisers are unable to agree as to Fair Market Rental Value, but their determinations differ by less than ten percent (10%), the Fair Market Rental Value shall be the average of the determinations of the two appraisers. If the two appraisers' determinations differ by ten percent (10%) or more, then, the two appraisers shall, within ten (10) days after the date of the appointment of the last appointed appraiser, agree upon and appoint a third appraiser who shall be qualified under the same criteria set forth herein for qualification of the initial two appraisers. The third appraiser shall, within five (5) days of his or her appointment, reach a decision as to which of such two appraisers' determinations of Fair Market Rental Value is the closest to the actual Fair Market Rental Value, taking into account the requirements of this Section 5, and shall notify Landlord and Tenant thereof. The Fair Market Rental Value so selected by the third appraiser shall constitute the Fair Market Rental Value for the relevant Renewal Term, and shall be binding upon Landlord and Tenant.

(c) Each party shall pay the fees and expenses of the appraiser appointed by such party and of the witnesses called on its behalf and of its counsel, and one-half of the other expenses of the appraisal proceeding. In the event a third appraiser is necessary, Landlord and Tenant shall share the fees and expanses of the third appraiser equally.

(d) In the event the first two appraisers appointed in accordance with subparagraph (b) of this Section 5 cannot agree as to the appointment of the third appraiser, or if any appointed appraiser shall at

any time be unable or unwilling to serve, and Landlord and Tenant cannot agree on a replacement, then Landlord and/or Tenant shall make an application to the local chapter of the Appraisal Institute, or any successor thereto, to name the third or the substitute appraiser, as the case may be.

(e) Upon the determination of the Fair Market Rental Value pursuant to the foregoing provisions hereof, Landlord and Tenant upon demand of either of them, shall execute and deliver to each other an instrument setting forth the amount of such Fair Market Rental Value which shall be the Fixed Minimum Rent for each Lease Year of the relevant Extension Period.

If Tenant shall become obligated to pay Fixed Minimum Rent with respect to the relevant Renewal Term prior to the determination of Fair Market Rental Value pursuant to this Section 5, Tenant shall commence paying Fixed Minimum Rent in an amount equal to the monthly installment of Fixed Minimum Rent which was applicable for the month immediately prior to the relevant Renewal Term. Following the determination of Fair Market Rental Value pursuant to this Section3(B), then, Landlord and Tenant, by a cash payment within thirty (30) days after the date of such determination, shall adjust between themselves the difference, if any, between Fixed Minimum Rent paid by Tenant pursuant to the foregoing sentence and the Fixed Minimum Rent actually owed by Tenant pursuant to the terms of this Lease for the period prior to such determination. Such Renewal Term shall begin on the first day following the expiration of the prior Term.

4. Use. (a) Subject to the provisions of this Lease and the provisions of all applicable permits and licenses, local, state and federal law, Tenant shall use the Premises only for the Permitted Use as specified in Section 4(b) below and for no other purpose without Landlord's consent which shall not be unreasonably withheld, delayed or conditioned. Tenant shall not use or occupy the Premises or permit the Premises to be used or occupied in any unlawful manner or in any manner which will cause noise, odor or vibration beyond the Premises which constitutes a nuisance to the Landlord or the other tenants of the Building. Tenant shall not overload any floor or roof of the Building and shall repair, replace or rebuild any damage caused by overloads. Landlord reserves the right to prescribe from time to time in a reasonable manner the maximum weight of any load, the method of transporting such load to the designated location, and the position of all heavy installations which Tenant wishes to place in the Premises, so as to properly distribute the weight thereof. Any reasonable costs of structural analysis shall be borne by Tenant.

(b) Tenant shall have exclusive use of the Premises and Tenant shall be permitted to use the Premises for any use permitted by applicable zoning ordinance and by the terms of the Declaration. Landlord represents that the use of the Premises as medical offices is permitted by the applicable zoning regulations and the Declaration. Landlord shall cooperate fully with Tenant in making any and all arrangements necessary with the applicable department of public health or similar state governmental agency (the "DPH") for tenant to license and qualify the hospital for certification by Medicare and

any other agency having jurisdiction; provided, however, Landlord shall be obligated to incur no expenses in connection therewith, except as specifically described otherwise herein. Operation of a medical office will be conducted in compliance with all applicable state licensing standard sand Medicare certification regulation sand all state and federal laws.

5. Rent.

5.1 Commencing on the Rent Commencement Date and throughout the remainder of the Term, Tenant shall pay to Landlord the Fixed Minimum Rent and all additional rent reserved under this Lease when due, in lawful money of the United States, without notice or demand and without abatement, deduction or set-off, except as otherwise provided in this Lease, at the office of Landlord or such other place as Landlord may designate. Fixed Minimum Rent shall be due and payable in equal monthly installments in advance on the first day of each month. In the event that the Rent Commencement Date is not on the first day of a calendar month, the first monthly installment of Fixed Minimum Rent shall be due on the Rent Commencement Date and shall be prorated accordingly.

5.2 Any monthly installment of Fixed Minimum Rent and any item of additional rent, which is not paid within ten (10) days after the due date thereof, shall be subject to a late charge of five (5%) percent of the entire amount due per month, which shall immediately be due and payable. Also, any installment of Fixed Minimum Rent which is more than thirty (30) days past due hereunder, or any item of additional rent, which is more than thirty (30) days past due hereunder shall bear interest from its respective due date until paid at the Interest Rate. All costs, charges and expenses which Tenant assumes, agrees or is obligated to pay to Landlord pursuant to this Lease shall be deemed additional rent, and, in the event of nonpayment, Landlord shall have all the rights and remedies with respect thereto as herein provided for in the case of nonpayment of Fixed Minimum Rent.

6. Operating Expenses and Taxes.

6.1 Tenant agrees to pay as additional rent, when due as hereinafter provided, Tenant's share of Operating Expenses and Tenant's share of Taxes.

6.2 For purposes of the Lease:

a. "Operating Expenses" shall mean the actual cost (or if the Building is less than 95% leased on average for any calendar year, the actual cost shall be appropriately adjusted to reflect the cost at 95% occupancy, but only as to costs which vary based on occupancy levels) incurred by Landlord directly, or charged to Landlord by any managing agent for the Building, with respect to the operation, maintenance and repair of the Building, the Land and any parking facilities or other improvements and facilities on the Land, in a first-class manner, including, without limitation, subject to

the terms of Section 6.2(b) below, expenses incurred by Landlord in connection with: alterations performed or improvements made by reason of any federal, state or local law, statute, ordinance or regulation, and the cost of any rent pursuant to any future bona fide third party lease which provides additional parking if required due to a casualty or condemnation or other reduction in parking in the Parking Garage or if necessary to comply with applicable law; the cost of all charges for electricity, water, gas, oil and/or other utilities furnished to the Building Common Areas; cleaning, extermination; rubbish, snow and ice removal; repairs, upkeep and refurbishing; repainting of Common Areas; repairing, restriping and maintenance of parking facilities; window washing (interior and exterior, including interior partitions); elevator maintenance; service contracts; permit fees; protection and security service; telephone and telecommunications; premiums for casualty, liability, rent and other insurance; the purchase or rental of all materials and supplies; wages, salaries, benefits, payroll taxes, retirement plans, worker's compensation and group insurance respecting service and maintenance employees of the Building, including all expenses imposed on Landlord pursuant to any collective bargaining agreement with respect to such employees; uniforms and working clothes for such employees and the cleaning thereof; maintenance, upkeep and repair of the sidewalks, curbs and landscaping located outside of and serving the Building; accounting and legal fees (other than those for the sale or financing of the Building, the preparation of this and other leases, or the modification or termination of leases); fees of any managing agent employed by the Landlord not to exceed 5% of gross rentals; and sales, use and other similar taxes applicable to the above items. If Landlord purchases any item of capital equipment or makes any capital expenditure for the purpose of reducing Operating Expenses or in order to comply with a requirement of a federal, state or local law, ordinance, or regulation first enacted after the Commencement Date, then (i) the cost of such capital equipment or capital expenditure shall be included in the Operating Expenses beginning with the year in which such expense is incurred and (ii) the amount of such cost (but if made to reduce Operating Expenses, then only to the effect of any actual reduction in Operating Expenses) to be included in each year's Operating Expenses shall be the amortized amount of such cost, on a straight line basis, over the estimated useful life as prescribed under generally accepted accounting principles, plus an interest factor equal to either the interest rate paid by Landlord if it finances the cost or the highest "prime rate" published in the Wall Street Journal on the date of such purchase or expenditure. If Landlord shall lease any such item of capital equipment, then the annual amount paid by Landlord on account of such lease shall be included in Operating Expenses.

b. The term "Operating Expenses" shall not include:

i. Any administrative wages and salaries for employees above the level of building manager or any other general and administrative overhead of Landlord, including, but not limited to, rent or renting commissions;

ii. Except as otherwise provided in subsection 6.2(a) above, the costs of any items which should, in accordance with generally accepted accounting principles, be capitalized on the books of the Landlord;

iii. The cost of an electricity furnished to the Premises or any other space in the Building leased to other tenants;

iv. The cost of alterations to tenant spaces and any fit-out in advance of and in expectation of a tenant, and any monetary allowances paid to a tenant;

v. The cost of any special work or service performed for any tenant (whether or not at the cost of such tenant) which is not regularly provided to or for the benefit of the other tenants of the Building;

vi. Any expense to the extent that Landlord is compensated therefore from insurance proceeds, condemnation award or manufacturer's warranty;

vii. Marketing costs, including, without limitation, leasing commissions, attorney's fees in connection with the negotiation and preparation of letters, deal memos, letters of intent, leases, subleases and/or assignments, space planning costs, and other costs and expenses incurred in connection with lease, sublease and/or assignment negotiations and transactions with present or prospective tenants or other occupants of the Building;

viii. Fines, penalties and other costs incurred by Landlord due to the violation by Landlord or any other tenant of any legal requirement or any lease of space in the Building;

ix. Amounts paid to affiliates of Landlord for goods and/or services for the Building to the extent the same exceeds the cost of such good and/or services that would be charged by unaffiliated third parties on a competitive basis;

x. Interest, principal, points and fees on debts, and costs of financing;

xi. Advertising and promotional expenditures, and costs of signs in or on the Building and/or the Land identifying the owner of the Building or other tenants' signs;

xii. Costs incurred in connection with Landlord's Work;

xiii. Landlord's general overhead expenses not related to the Building;

xiv. Legal fees, accountants' fees and other expenses incurred in connection with disputes with tenants or other occupants of the Building or associated with the enforcement of any leases or defense of Landlord's title to or interest in the Building or any part thereof;

xv. Costs incurred due to violation by Landlord or any other tenant in the Building of the terms and conditions of any lease;

xvi. Costs for compliance with all federal, state or local laws, statutes, ordinances and or regulations as of the Commencement Date;

xvii. Cost of repairs resulting from defects or deficiencies in the original construction of the Building;

xviii. Taxes (as defined in Section 1.16);

xix. Other than for supplemental parking as set forth above, any rent payable by Landlord under any leases or ground lease;

xx. Damage and repairs attributable to Casualty; and

xxi. The costs incurred in connection with the investigation, removal, encapsulation or other treatment of any Environmental Hazard (as defined in and subject to Section 27 below) in, on, under or about the Property, Building, or the Premises.

6.3 Effective as of the Rent Commencement Date, Tenant shall pay to Landlord, as additional rent, as and when the Fixed Minimum Rent is due and payable, one-twelfth (1/12) of Tenant's Share of Operating Expenses and Taxes, as reasonably estimated by Landlord, for each calendar year or portion thereof during the

Term. From time to time, Landlord may estimate and re-estimate the additional rent to be paid hereunder and deliver a copy of the estimate or re-estimate to Tenant. Thereafter the monthly installments of additional rent payable by Tenant hereunder shall be appropriately adjusted in accordance with the estimations so that by the end of the calendar year in question, Tenant shall have paid all of the additional rent for Operating Expenses and Taxes, as reasonably estimated by Landlord. Any amounts paid based on such estimates shall be subject to adjustment as herein provided when actual Operating Expenses and Taxes are available for each calendar year.

6.4 Reasonable expenses, including, but not limited to, attorney's fees and costs, and appraiser's fees, incurred by Landlord in obtaining or attempting to obtain a reduction of any Taxes shall be added to and included in the amount of any such Taxes, but in no event shall such expenses charged to Tenant exceed the amount of any reduction obtained. Taxes which are being contested by Landlord shall nevertheless be included for purposes of the computation of the liability of Tenant under Section 6.1 hereof, provided, however, that in the event that Tenant shall have paid any amount of additional rent pursuant to this Section 6 and Landlord shall thereafter receive a refund of any portion of any Taxes on which such payment shall have been based, Landlord shall pay to Tenant the appropriate portion of such refund (after deduction for all costs and expenses associated with obtaining such refund), such obligation of Landlord to survive the expiration or termination of this Lease. Landlord shall have no obligation to contest, object or litigate the levying or imposition of any Taxes and may settle, compromise, consent to, waive or otherwise determine in its discretion any Taxes without consent or approval of Tenant.

6.5 By June 1 of each calendar year, or as soon thereafter as practicable, Landlord shall furnish to Tenant a statement of Operating Expenses and Taxes for the previous year (the "Costs Statement"). If the Costs Statement reveals that Tenant paid more for Operating Expenses and/or Taxes than the actual additional rent due, for the period for which such statement was prepared, then Landlord shall credit the difference against the next installment(s) of such additional rent due to Landlord hereunder, provided that if there is no additional installment of rent due, Landlord shall refund such overpayment to Tenant within thirty (30) days of Lease expiration or termination absent a termination for an Event of Default. Likewise, if Tenant paid less than the actual additional rent due, then Tenant shall promptly (within thirty (30) days of Landlord's delivery to Tenant of such Costs Statement) pay Landlord such deficiency.

6.6 Tenant shall have the right, one time per calendar year, to audit Landlord's books and records in order to verify the accuracy of the prior year's Costs Statement. Such audit right must be exercised within one hundred twenty (120) days after Landlord's delivery of the Costs Statement for the prior year. If the audit accurately reveals that the Costs Statement is inaccurate, and Tenant provides written notice of such inaccuracy (a "Cost Dispute Notice") to Landlord within

one hundred twenty (120) days of Tenant's receipt of the Costs Statement, an adjustment shall be made to correct the inaccuracy. If any such audit accurately reveals that Operating Expenses have been overstated by more than five percent (5%), then the Landlord shall pay the reasonable costs of such audit. Landlord's records shall be kept at the address of Landlord as set forth herein, unless Tenant is otherwise notified in writing. If Landlord and Tenant are unable to resolve a dispute in connection with such Costs Statement, each hereby agrees that such dispute shall be resolved by a certified public accounting firm mutually acceptable to the parties. If Tenant does not deliver a Cost Dispute Notice to Landlord within one hundred twenty (120) days of Tenant's receipt of the Costs Statement for a given year, then Tenant shall be deemed to have approved, and to have waived its right to dispute, such Costs Statement, in the absence of intentional misstatements by Landlord.

6.7 If the Expiration Date or termination date of this Lease shall not coincide with the end of a calendar year, Tenant's liability shall be prorated on the basis of the proportionate relationship that the number of days in such final period of the Term bears to 365.

7. Landlord's and Tenant's Work.

Prior to the Rent Commencement Date, and as a condition to the Rent Commencement Date, Landlord shall make the improvements to the Premises (the "Landlord's Work") shown on the Floor Plan attached hereto as Exhibit E.

a. Other than Landlord's Work, if any, on the Commencement Date, Tenant shall accept the Premises in its then "as-is" condition. Thereafter, Tenant may perform at its sole cost and expense certain improvements to the Premises (the "Tenant's Work") in accordance with the provisions of Section 8 herein. Landlord and Tenant agree that any and all Plans and Specifications for any Tenant's Work, whether prepared by Tenant or determined by an independent architect, shall conform to all applicable building codes, and, if the Premises are used for medical offices, to all applicable regulatory and accreditation requirements applicable to the medical uses contemplated in the Premises as set forth in Section 7 of this Lease.

b. The Tenant's Work shall be performed in a good and workmanlike manner using new, first grade materials in accordance with all applicable codes, regulations, laws and permits. Landlord, by approving any Plans or Specifications for Tenant's Work, shall not be deemed to have approved nor to be liable for the accuracy, methodology, suitability of any of the construction materials set

forth herein, unless specified by Landlord, which liability shall remain the professional responsibility of the architects, engineers and construction contractors engaged by Tenant to design and construct Tenant's Work.

c. The Tenant's Work, as well as any other work performed by Tenant in the Premises shall comply the terms of Section 18 and Section 11.1. Tenant hereby acknowledges and represents that neither the Landlord nor Landlord's agents have made any warranties, representations or promises with respect to the Premises, the Landlord's Work or the Building except as expressly set forth in this Lease, as such Lease may be amended from time to time, in writing, by Landlord and Tenant.

8. Alterations.

8.1 If Tenant wishes to make alterations or improvements to the Premises (in any case, "Alterations") which, based upon Landlord's review of the Tenant Improvement Plans (defined below) will cost $25,000.00 or more to complete or will adversely affect the structure of the Premises or the Building or any operating system of the Building including, without limitation, mechanical, electrical or structural systems, then Landlord shall have the right to approve or disapprove such Alterations, which approval will not be unreasonably withheld, conditioned or delayed. Tenant shall submit to Landlord at least thirty (30) days prior to the date on which tenant wishes to commence construction of any such Alterations, final plans and specifications of the Alterations in accordance with Exhibit C, together with cost estimates (the "Tenant Improvement Plans"). Landlord shall have a period of ten (10) days form its receipt of the Tenant Improvement Plans to approve or disapprove such Alterations and to notify Tenant whether or not Tenant shall be required to remove such Alterations at the expiration or sooner termination of the Term. In the even that Landlord shall fail to respond to Tenant's request to perform Alterations within ten (10) days of its receipt of the Tenant Improvement Plans, Landlord's consent shall be deemed to have been provided and Tenant shall not be required to remove such Alterations at the expiration or sooner termination of the Term.

If the cost to complete non-structural Alteration will be less than $25,000.00 then Tenant shall have the right to perform the same without Landlord's prior consent and if a building permit is not required without the necessity of preparing plans and specifications, provided that Tenant complies with the other requirements of this Section 8 and is otherwise in compliance with the terms of this Lease.

All Alterations shall be done (i) at Tenant's sole expense, except as provided in Section 7 and Section 31 hereof; (ii) in full compliance with Landlord's rules and regulations set forth on Exhibit D (as the same may change in accordance with

the terms of this Lease), and with all rules, regulations and requirements of all governmental bodies having jurisdiction; and (iii) only by contractors reasonably approved by Landlord. If Landlord determines that the services of architects, engineers, attorneys or other professionals are reasonably required in order to review Tenant's plans for any Alterations, Tenant shall reimburse Landlord for the reasonable fees charged by such professionals within fifteen (15) days after Landlord's demand for same. Landlord's approval of the Tenant Improvement Plans shall not be deemed to be a statement or representation by Landlord as to, or create any responsibility or liability on the part of Landlord for, the completeness, design sufficiency, compliance with applicable laws, rules and regulations of governmental authorities, fitness for intended purpose or the lack of any of the above.

8.2 If any mechanics' lien is filed against the Building as a result of Tenant's Alterations or other activities of Tenant's contractors, subcontractors, employees or agents, Tenant shall cause such lien to be discharged within thirty (30) days after notice to Tenant of the existence of such lien by filing the substitution bond required by law, by payment or otherwise. If Tenant fails to so discharge any such lien within said thirty (30) day period, Landlord may do so without inquiring as to the validity of such lien. Tenant shall be liable for any amount so paid by Landlord together with interest thereon at the Interest Rate, and the same shall constitute additional rent.

8.3 Prior to commencing any Alterations, Tenant shall furnish to Landlord:

a. Copies of all governmental permits and authorizations that may be required in connection with such work.

b. A certificate evidencing that Tenant or Tenant's contractors have procured employers' general liability insurance and worker's compensation insurance covering all persons employed in connection with the work who might assert claims for death or bodily injury against Landlord or the Building.

c. Such additional bodily injury and property damage insurance (over and above the insurance required to be carried by Tenant pursuant to the provisions of Section 11) as Landlord may reasonably require because of the nature of the work to be done by Tenant, and

d. All other information or documentation reasonably required by Landlord.

8.4 Alterations affixed to the realty shall become the property of Landlord and shall remain upon said Premises as a part thereof, at the end of the Term. In the event the Landlord elects to have the Alterations removed, then such Alterations shall be removed by the Tenant and the Premises restored to their original condition, at Tenant's own cost and expense, at or prior to the expiration of the Term.

Landlord will not require Tenant to remove any Alterations for which Landlord has provided approval or were part of Landlord's Work. All of Tenant's personal property shall be removed by Tenant, at its sole cost, upon the expiration or sooner termination of this Lease. Tenant's obligations pursuant to this Section 8.4 shall survive expiration or earlier termination of this Lease.

9. Repairs.

9.1 Subject to Landlord's obligations under Section 9.2. below, Tenant shall take good care of the Premises and the equipment, fixtures and appurtenances therein (including any plate glass windows) and, at its sole cost and expense, make all repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear and damage by fire or other casualty excepted. All such repairs, restorations and replacements shall be equal in quality and class to the original installations.

All damage or injury to the Premises or to the Building caused by or resulting from Tenant, its agents, employees, visitors, licensees or contractors, moving property in or out of the Building or by Tenant's installation of furniture or fixtures, shall be repaired, restored or replaced promptly by Tenant, at Tenant's sole cost and expense. In the event Tenant shall fail to make such repairs, restorations or replacements, then Landlord shall have the right to make such necessary repairs, restorations and replacements, structural, non-structural or otherwise, and any charge or cost so incurred by Landlord shall be paid by Tenant to Landlord as additional rent with the installment of Fixed Minimum Rent next becoming due, together with interest thereon at the Interest Rate. This provision shall be construed as an additional remedy granted to Landlord and not in limitation of any other rights and remedies which Landlord has or may have in such circumstances.

9.2 Landlord shall, subject to Unavoidable Delays, make all repairs and replacements necessary to maintain in good repair and condition the foundation, roof and exterior walls of the Building and its fixtures, central operating systems and facilities (including the central heating, ventilating and air conditioning systems and elevator, electrical, mechanical, and plumbing systems), as well as to the Land around the Building and the parking and Common Areas of the Land and Building, including any structural repairs or replacements required in order to comply with any laws, ordinances or regulations; unless, in any case, such work is required due to the act or omission of Tenant or its customers, employees, agents, invitees, licensees or contractors. If Landlord, after notice and an opportunity to cure (other than in an emergency), fails to make such repairs or replacement to building systems, Tenant shall have the right to make such repairs or replacements and any reasonable charge or cost incurred by Tenant and payable to third parties in connection therewith may be offset against Fixed Minimum Rent; provided, however, that Tenant shall be solely liable for any faulty building system repair or replacement made by it. Anything

to the contrary herein notwithstanding, the maintenance, repair and replacement of any auxiliary or supplementary heating, ventilating or air conditioning units, or equipment or plumbing fixtures, serving only the Premises, shall be Tenant's responsibility under Section 9.1 hereof.

10. Legal Requirements.

10.1 Tenant shall, at its expense, comply with all laws, orders, ordinances and regulations of federal, state and municipal authorities (collectively "Laws") with respect to the particular occupancy, use or manner of use of the Premises by Tenant as opposed to occupancy in general of the Building for medical offices. If Tenant receives written notice of any violation of law, ordinance, rule, order or regulation, arising from its particular use it shall give prompt notice thereof to Landlord.

10.2 Tenant, its servants, employees, agents, visitors and licensees shall observe faithfully and comply strictly with such reasonable rules and regulations set by Landlord, and such reasonable modifications therein as Landlord shall make hereafter and deliver to Tenant. Landlord agrees that such rules and regulations shall not be enforced against the tenants of the Building in a discriminatory manner. In the event of any conflict between the provisions of this Lease and any rule or regulation, this Lease shall control.

10.3 Landlord shall, at its expense, comply with all Laws relating to the Land, Building and Premises and all facilities which Landlord is required to maintain and repair pursuant to Section 9.2 (excluding matters for which Tenant is responsible under Section 10.1).

11. Insurance.

11.1 Tenant, at its own expense, shall maintain throughout the Term, commercial general liability insurance affording coverage of not less than $3,000,000.00 combined, single limit for bodily injury and property damage, and all such policies shall indicate that Landlord and its managing agent, if any, are additional insureds. Such policy shall be written as a primary policy not contributing with, or in excess of, insurance that Landlord may have and shall include coverage on an "occurrence basis" rather than a "claims made" basis. .Tenant shall also carry so- called "all risk" property insurance on all of its personal property, including contents and trade fixtures, on a replacement cost basis. Tenant may maintain Tenant's required insurances under this Lease as part of a blanket policy, provided a Certificate of Insurance is issued to Landlord as an additional insured (except as to Tenant's personal property, trade fixtures and equipment).

All such insurance shall be effected under valid and enforceable policies, shall be issued by an insurer licensed to do business in Connecticut with an A.M. Best Co.

Rating reasonably acceptable to Landlord, and shall contain a provision whereby the insurer agrees not to cancel the insurance without ten (10) days' prior written notice to Landlord.

Notwithstanding any other provision of this Lease, in the event of loss or damage to the Building or the Premises, and/or any contents, each of Landlord and Tenant agrees to look first to any insurance in its favor before pursuing any claim against the other party. Landlord and Tenant shall obtain, for each policy of such insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance, and each party for itself and its insurers waives all such insured claims against the other party. Each party also waives any claims against the other party that would have been covered by insurance if the party suffering the damage or injury fails to maintain the insurance required under this Lease. No more frequently than once every twelve (12) months, Landlord shall have the right to review the provisions of this Section and to require reasonable changes in the amounts or types of insurance, or both, as it may deem reasonably necessary in order to adequately protect its interests.

On or before the Commencement Date, Tenant shall furnish Landlord with a certificate of its insurers in form reasonably acceptable to Landlord, evidencing the aforesaid insurance coverage. Renewal certificates shall be furnished to Landlord at least thirty (30) days prior to the expiration date of each policy for which a certificate was theretofore furnished.

11.2. Tenant acknowledges that Landlord will not carry insurance on Tenant's property and agrees that Landlord will not be obligated to repair any damage thereto or replace the same.

11.3 Landlord shall throughout the term of this Lease maintain replacement cost casualty insurance on the Building (which cost shall be paid as an Operating Expense) and commercial general liability insurance affording coverage of not less than $3,000,000.00 combined, single limit for bodily injury and property damage. Such policy shall be written as a primary policy not contributing with, or in excess of, insurance that Tenant may have and shall include coverage on an "occurrence basis" rather than a "claims made" basis.

12. Damage by Fire or Other Cause.

12.1 In the event of a fire or other casualty (in each instance a "Casualty") to all or a portion of the Premises or the Common Areas of the Building, Landlord shall, within forty-five (45) days of its receipt of notice of such Casualty, provide Tenant with an estimate regarding the expected time period for completion of the repair and restoration of the Premises and/or Common Areas to substantially their condition as of just prior to the Casualty (the "Repair Period"). Under no circumstances shall Landlord be required to restore or replace Tenant's furniture, furnishings, trade fixtures, equipment, other items of personalty or any

Alteration.

12.2 Landlord shall (subject to the terms of its mortgage and to the extent of insurance proceeds) repair and restore the Premises or the affected Common Areas of the Building to their condition as of the date just prior to the Casualty. During such Repair Period, provided that the Casualty affects the continued operation of Tenant's business in the Premises and further provided that the Casualty was not caused by willful misconduct of Tenant, its assignees or subtenants Rent shall abate as to the unusable portion of the Premises.

12.3 If the estimated Repair Period for a Casualty shall be (180) days or less and Landlord is diligently repairing and restoring the Premises or the Building in accordance with this section, but such repairs are not substantially completed within one hundred eighty (180) days, then Landlord shall have an additional thirty (30) days, which period may be further extended by reason of Unavoidable Delays, to complete such repairs. If such repair and restoration is not substantially completed at the end of such grace period, and Tenant is unable, in its reasonable discretion, to continue to operate its business in the Premises, then Tenant shall have the right to terminate this Lease by notice given to Landlord within fifteen (15) days after such thirty (30) day grace period provided Tenant is not in default hereunder, beyond any applicable cure period, and did not cause such Casualty through its willful misconduct. Rent shall be paid up to the termination date (subject to any applicable abatement under Section 12.2), and this Lease shall terminate and be of no further force and effect as of the date that is fifteen (15) days after the date of delivery of such notice from Tenant, whereupon neither party shall have any further obligation to the other except as otherwise expressly set forth in this Lease.

12.4 No Casualty affecting a portion of the Building other than the Premises or the Common Areas of the Building or as otherwise provided in Section 25.1 regarding parking shall give Tenant the right to terminate under this Section 12. Landlord shall use reasonable efforts to minimize interference with the operation of Tenant's business during the repair and restoration of the Casualty. However, under no circumstances shall Landlord be required under this Section to use overtime labor.

12.5 Notwithstanding anything set forth in this section to the contrary, if a Casualty affecting all or a substantial portion of the Building (whether or not the Premises are affected) occurs during the last twelve (12) months of the Term, or the Repair Period therefor is estimated in the reasonable determination of Landlord to be in excess of one hundred eighty (180) days, then Landlord may cancel this Lease upon ninety (90) days' written notice to Tenant given within sixty (60) days after such Casualty, in which case, Rent shall be paid up to the date of termination (subject to any applicable abatement under Section 12.2), and this Lease shall terminate and be of no further force and effect as of the expiration of such ninety

(90) day notice period, whereupon neither party shall have any further obligation to the other except as otherwise expressly set forth in this Lease.

13. Assignment, Subletting, Mortgaging.

13.1

a. Tenant shall not, by operation of law or otherwise, assign, mortgage or encumber this Lease, nor sublet or permit the Premises or any part thereof to be used by others, without Landlord's prior written consent in each instance which consent will not be unreasonably withheld, conditioned or delayed. The consent by Landlord to any assignment or subletting shall not in any manner be construed to relieve Tenant from obtaining Landlord's express written consent to any other or further assignment or subletting, nor shall any assignment or subletting with our without the consent of Landlord serve to relieve or release tenant from its obligations under this Lease.

b. In the event a medical group, or other prospective tenant which is not a Permitted Assignee of Tenant and is reasonably acceptable to Landlord (an "Unrelated Tenant"), desires to sublease the entire Premises from Tenant (the "Third Party Space") then, within twenty (20) days of Tenant's written request (a "Third Party Space Request"), this Lease shall be amended to provide that (i) Landlord shall recapture the Third Party Space; (ii) Landlord shall directly lease the Third Party Space to the Unrelated Tenant pursuant to a lease in the same form as the lease being used at such time by Landlord for other rentable space in the Building (a "Third Party Lease"), and (iii) upon the execution of a Third Party Lease, the Third Party Space shall no longer be a part of the Premises leased to Tenant under this Lease, provided that in each instance Tenant shall deliver to Landlord an Unrelated Tenant Agreement (as hereinafter defined) prior to the execution of a Third Party Lease. Tenant hereby agrees that it shall be reasonable for Landlord not to consent to a proposed tenant if (i) the proposed tenant is an existing tenant in the Complex and Landlord has comparable space to the Third Party Space available for rent in the Complex ("Comparable Space"), or (ii) if Landlord and the proposed tenant were in negotiations with respect to Comparable Space within the six (6) months prior to the date of the Third Party Space Request or Landlord reasonably believes that Landlord will be in negotiations with such proposed tenant with respect to such Comparable Space within ninety (90) days from the date of the Third Party Space Request. As used herein, "Unrelated Tenant Agreement" shall mean an agreement by Tenant in favor of Landlord in a mutually agreeable form pursuant to which Tenants agrees: (i) in the event that the total rent, including without limitation, Fixed Minimum Rent, Supplemental Rent and additional rent, including Operating Expenses and Taxes, due under the Third Party Lease (the "New Third Party Space Rent") is less than the portion of Rent hereunder attributable to the Third Party Space (the "Former Third Party Space Rent"), Tenant shall be obligated to pay to Landlord on a monthly basis the difference between the Former Third Party Space Rent and the New Third Party Space Rent, and (ii) in the event that the Third Party Tenant Lease expires or otherwise is terminated, this Lease shall be automatically reinstated (without requirement of a written instrument) by and between Landlord and Tenant on the same terms and conditions as are presently stated in this Lease, as amended, including, without limitation, the payment

of Rent, until the expiration of the Term and any extension thereof and Tenant shall pay as additional rent under this Lease as reinstated any unpaid Third Party Space Rent or other amounts owed by the Unrelated Tenant under the Third Party Lease, and Landlord shall use reasonable efforts to collect any monetary damages owed by such Third Party Tenant and Tenant's reinstated Rent shall be reduced by any funds Landlord collects, less Landlord's reasonable fees and expenses, including attorney fees, in collecting such damages from the Third Party Tenant (the parties agreeing that while the foregoing reinstatement does not require a written instrument in order to be effective, at Landlord's request, Landlord and Tenant shall enter into an agreement acknowledging such reinstatement).

Upon obtaining a proposed assignee, other than a Permitted Assignee, upon terms satisfactory to Tenant, Tenant shall submit to Landlord a copy of a letter of intent or other summary of the terms of the proposed assignment or sublease, together with a description of the nature and character of the business of the proposed assignee or subtenant and such other information reasonably requested by Landlord. Within twenty (20) days of the receipt of the foregoing, Landlord shall provide notice to Tenant as to whether Landlord will consent to such assignment or subletting. Landlord may withhold its consent to any such proposed assignment or subletting if, in the exercise of its reasonable, good faith judgment, it determines that:

a. The financial condition or general reputation of the proposed assignee or subtenant are not consistent with the extent of the obligations proposed to be undertaken as a result of the proposed assignment or sublease;

b. The proposed use of the Premises is not appropriate for the Building or in keeping with the character of the existing tenancies or permitted by this Lease as set forth in Section 1.10 (but the foregoing shall not be deemed to enlarge the purposes for which the Premises are permitted to be used, as set forth in this Lease or violates any non-compete or exclusivity clause of any other Lease in the Building where Landlord is the Lessor);

c. The proposed use of the Premises will violate any other agreement related to the Building or the Complex of which the Premises constitute a part; or

d. The nature of the occupancy of the proposed assignee or sublessee will cause an excessive density of employees or traffic or make excessive demands on the Building's services or facilities or in any way will lessen the character of the Building.

If none of the foregoing circumstances are applicable, and Tenant has complied with the requirements of this Section 13.1, then, Landlord shall not unreasonably withhold or unduly delay its consent to such assignment or subletting.

13.2 Tenant shall promptly reimburse Landlord for all reasonable attorney's fees reasonably incurred by Landlord in connection with the proposed assignment or

subletting, which reimbursement shall be additional rent hereunder. No assignment or sublease shall impose any obligations on Landlord or otherwise affect any of the rights of Landlord under this Lease, nor shall it affect or reduce any of the obligations of Tenant hereunder, and all such obligations shall continue in full force and effect. No assignment or sublease shall be binding on Landlord unless, as hereinbefore provided, such assignee, sublessee or Tenant shall deliver to Landlord such duplicate original thereof and, if required, shall obtain from Landlord the aforesaid written consent prior thereto. Any assignment, sublease or agreement, other than to a Permitted Assignee, as hereinafter defined, permitting the use and occupancy of the Premises on any part thereof to which Landlord shall not have expressly consented in writing shall be deemed null and void and of no force and effect.

13.3 Intentionally Omitted.

13.4 If this Lease shall be assigned, or if the Premises or any part thereof shall be sublet or occupied by any person or persons other than Tenant, then Landlord may, after and during the continuation of an Event of Default by Tenant collect rent from the assignee; subtenant or occupant and apply, the net amount collected to the Rent herein reserved, but no such assignment, subletting, occupancy or collection of Rent shall be deemed a waiver of the covenants in this Section, nor shall it be deemed acceptance of the assignee, subtenant or occupant as a tenant, or a release of Tenant from the full performance by Tenant of all the terms, conditions and covenants of this Lease and Tenant hall remain liable therefore.

13.5 Each permitted assignee or transferee shall assume and be deemed to have assumed this Lease and shall be and remain liable, jointly and severally with Tenant for the payment of the Fixed Minimum Rent and additional rent and for the due performance of all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the Term of this Lease.

13.6 The provisions of Section 13.1 shall not apply to an assignment of this Lease by the Tenant to a subsidiary, affiliate, parent or immediate controlling entity (for such period of time as such entity remains such an affiliate, subsidiary or such a controlling entity, respectively) or to any other entity controlled by any such affiliate, subsidiary or parent or to another entity as a result of a merger, consolidation or reorganization of Tenant, or to any entity purchasing all or substantially all of the assets of Tenant (any of the foregoing, a "**Permitted Assignee**"), provided, and it shall be a condition of the validity of any such assignment, that such Permitted Assignee first agree in writing directly with the Landlord to be bound by all of the obligations of the Tenant hereunder, including, without limitation, the obligation to pay Rent, the covenant to use the Premises only for the Permitted Use and the covenant against further assignment. However, such an assignment shall not relieve the Tenant herein named of any of its obligations hereunder, and it shall remain fully liable therefor unless the Permitted Assignee's net worth is equal or greater than Tenant's net worth at the time of

assignment. Notwithstanding the foregoing, the subsequent sale or transfer of an ownership interest resulting in a change in control, or any other transaction(s) having the overall effect that the initial assignee ceases to be such an affiliate, parent, subsidiary or such a controlling entity or other Permitted Assignee, respectively, shall be treated as if such sale or transfer or transaction(s) were, for all purposes, an unpermitted assignment of this Lease governed by the provision of Section 13.1.

13.7. In no event shall Landlord be obligated either to consider or permit any proposed assignment or subletting if (i) at the time of proposal of assignment or subletting, Tenant is in default beyond notice or cure under the terms hereof, or (ii) if Landlord's current mortgagee or any replacement thereof to whom this Lease is assigned or who shall otherwise have rights to do so shall fail to consent after Landlord has made diligent efforts to obtain such consent. Landlord shall use its best efforts to obtain such mortgagee's consent.

14. No Liability of Landlord.

14.1. Neither Landlord nor any agent or employee of Landlord shall be liable to Tenant, its employees, agents, contractors, guests, invitees and licensees for any damage to, or loss (by theft, vandalism or otherwise) of any of Tenant's property and/or of property of any other person, irrespective of the cause of such injury, damage or loss (unless the cause is the negligence or intentional act of Landlord or its agents or employees). Landlord shall have no liability to Tenant by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord, its agents or any other tenant making any repairs, restoration or alterations or performing maintenance services unless Tenant is unable to provide services to patients as a result of such activities, provided, however, Landlord shall make diligent efforts to perform any such work in a manner designed to minimize any inconvenience or disruption to Tenant.

14.2. Tenant shall defend, reimburse, indemnify and save harmless Landlord, its agents and employees from and against (a) any and all liability, damages and costs (including reasonable attorneys' fees) and (b) any and all suits, claims, and demands of every kind and nature, by or on behalf of any person, which, in either case, arises out of or is based upon any accident, injury or damage, however occurring, which shall or may happen during the Term, on or about the Premises, unless the cause is the negligence or intentional acts of Landlord or its agents or employees, or any lien or attachment filed against the Building as a result of any action by Tenant. In case any action or proceeding is brought against Landlord by reason of any of the foregoing, Tenant, upon written notice from Landlord, shall, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Landlord in writing, which approval Landlord shall not unreasonably withhold. Notwithstanding the foregoing in no event shall Tenant be obligated to indemnify and save harmless Landlord from any liability, damages, costs, suits,

claims or demands that arise out of the negligence, willful misconduct or breach of Landlord's obligations under this Lease by Landlord or its agents or employees. Notwithstanding anything to the contrary herein, in no event shall Tenant be liable for consequential, special or punitive damages.

14.3. Landlord shall defend, reimburse, indemnify and save harmless Tenant, its agents and employees from and against (a) any and all liability, damages and costs (including reasonable attorneys' fees) and (b) any and all suits, claims, and demands of every kind and nature, by or on behalf of any person, which, in either case, arises out of or is based upon any accident, injury or damage, however occurring, which shall or may happen during the Term, on or about the Complex (excluding the Premises) unless the cause is the breach of this Lease or the negligence or intentional act by Tenant or its agents or employees). Notwithstanding anything to the contrary herein, in no event shall Landlord be liable for consequential, special or punitive damages.

15. Condemnation.

15.1. In the event that the whole or substantially all of the Premises or reasonable access thereto or reasonable parking for the Premises shall be condemned or taken in any manner (including agreement between Landlord and any governmental authority authorized to exercise such right) for any public or quasi-public use, this Lease shall forthwith cease and terminate as of the date of vesting of title, and the Rent due from Tenant hereunder shall be apportioned and paid to such date of vesting. In the event that only a part of the Premises consisting of less than substantially all thereof shall be so condemned or taken, then, effective as of the date of vesting of title, the Rent reserved hereunder for such part shall be equitably abated and this Lease shall continue as to such part not so taken, unless the remaining part, in Tenant's reasonable judgment is not suitable for its business, in which event this Lease shall terminate as aforesaid.

15.2. In the event of any condemnation or taking, Landlord shall be entitled to receive the entire award in the condemnation proceeding, including any award made for the value of the estate vested by this Lease in Tenant, and Tenant hereby expressly assigns to Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof, and Tenant shall be entitled to receive no part of such award.

15.3. Tenant shall have the right to assert a separate claim or receive a portion of Landlord's claim for the unamortized cost of leasehold improvements paid for by Tenant and for Tenant's personal property and relocation expenses, even if such claim shall diminish Landlord's award.

16. Entry, Right to Change Public Portions of the Building etc. Tenant shall permit Landlord

and its agents to erect, use and maintain pipes and conduits in and through the Premises (provided that such pipes and conduits are concealed behind the walls, above the ceiling or beneath the floor of the Premises), and to enter the Premises for the purpose of making such repairs or alterations as Landlord shall be required or shall have the right to make. Landlord and its agents shall also have the right to enter the Premises for the purpose of inspecting them or exhibiting them to prospective purchasers, mortgagees or lessees. Landlord shall be allowed to take all material into and upon the Premises that may be required for such repairs or alterations without the same constituting an eviction of Tenant in whole or in part or a breach of any covenant, term or agreement of Landlord, and the Rent reserved shall in no way abate, while such repairs or alterations are being made. Landlord shall have the right to enter the public portions of the Building and the Land. Any such work or entry by Landlord shall be performed in a manner designed to minimize disruption or inconvenience to Tenant. Landlord shall provide twenty-four (24) hours advance written notice to Tenant of Landlord's entry to Premises, except in the case of an emergency.

17. Bankruptcy. If at or before the Commencement Date or at any time during the Term hereof, there shall be filed against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's assets, and within ninety (90) days thereafter Tenant fails to secure a discharge thereof, or if Tenant shall make an assignment for the benefit of creditors or petition for or enter into an arrangement or composition with creditors, or take advantage of any statute relating to bankruptcy, then this Lease, at the option of Landlord, may be canceled and terminated upon five (5) days written notice from Landlord to Tenant, if permitted by such statutes, in which event neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the Premises but shall forthwith quit and surrender the premises.

18. Defaults and remedies.

18.1. Each of the following events (hereinafter called an "Event of Default") shall be a default hereunder by Tenant and a breach of this Lease:

a. If Tenant shall violate any covenant or agreement providing for the payment of Rent, including Fixed Minimum Rent or additional rent for the first two (2) violations in any Lease Year, such violation shall continue for ten (10) days after written notice thereof. Notwithstanding the foregoing, Landlord agrees that it shall provide Tenant written notice of the first two failures by Tenant to make payment of Rent during the Term. Such written notice shall not serve to extend or delay the due date of each payment due under this Lease nor shall such notice effect late charges or interest which shall be due and payable in connection with such a late payment.

b. If Tenant shall assign, transfer, encumber or permit the use of the Premises by others without the prior written consent of the Landlord, except as expressly permitted herein.

c. If Tenant shall be adjudicated a bankrupt, whether voluntarily or involuntarily, or make any general assignment for the benefit of creditors, or take or attempt to take the benefit of any insolvency, receivership, or bankruptcy act and within ninety (90) days thereafter Tenant fails to secure a discharge thereof.

d. If a receiver or trustee shall be appointed for, or to take possession of, all or a substantial part of the property of Tenant or Tenant's leasehold interest.

e. If premises are abandoned by Tenant.

f. If there is any attachment, execution or other judicial seizure of all or a substantial part of the assets of Tenant or Tenant's leasehold, where such an attachment, execution or seizure is not discharged within ninety (90) days.

g. If the estate of Tenant is transferred or passed to, or devolve upon, any other person or entity by operation of law, except as expressly permitted herein.

h. If Tenant shall fail to fulfill any of the other covenants and conditions of this Lease and such default shall continue for thirty (30) days after written notice thereof from Landlord to Tenant, except that if such default is reasonably susceptible of a cure, but not within such thirty (30)-day period, and Tenant has commenced to cure such default during such thirty (30) day period and is diligently proceeding to complete such cure, then Tenant shall have an additional reasonable period of time not to exceed ninety (90) days in which to cure such default.

18.2. Upon the occurrence of an Event of Default, Landlord shall have the following rights: (a) to accelerate the whole or any part of the Rent for the entire unexpired balance of the Term (discounted to present value by the then lowest prime rate published in the Wall Street Journal as of the date of such acceleration), and any Rent if so accelerated shall, in addition to any and all installments of Rent already due and payable and in arrears, be deemed due and payable as if, by the terms and provisions of this Lease, such accelerated Rent was on that date payable in advance (and, for such purposes, all items of Rent due hereunder, which are not then capable of precise determination, shall be estimated by Landlord, in Landlord's reasonable judgment, for the balance of the then current Term); (b) to enter the Premises by summary process or by any suitable action or proceeding at law to levy the Rent, and Tenant shall pay all costs and commissions which are

permitted by law, including sums chargeable to Landlord which may include, without limitations, amounts charged by any mortgagee or lender due to Tenant's default, and further including commission(s) to the officer or other person making the levy, and in such case all costs, commissions and other charges shall immediately attach to and become part of the claim of Landlord for Rent, and any tender of Rent without said costs, commissions and charges made after the issuance of a warrant of distress, shall not be sufficient to satisfy the claim of Landlord; and/or (c) to terminate the Lease by causing a notice to quit to be served in accordance with Connecticut General Statutes Sections 47a-23 et. seq. and to remove all persons and all or any property from the Premises, either by summary process or by any suitable action or proceeding at law, and repossess and enjoy the Premises. In the event the Landlord accelerates the rent for the unexpired Term and Tenant pays to Landlord the accelerated amount, the Tenant shall receive a refund of all such amount paid to Landlord to the extent of any net rent (Gross Rent less costs of reletting as set forth and described in Section 18.3) received by Landlord for the unexpired portion of the Term of this Lease.

18.3 In case of any such Event of Default by Tenant, re-entry by Landlord, expiration of the Term, and/or initiation by Landlord of any action to dispossess Tenant, whether by summary process or otherwise, Landlord or its agents and legal representatives shall have the right to and may lawfully enter the Premises, without being liable for any prosecution or damages therefor, and shall in the event of a termination, make commercially reasonable efforts to relet the Premises and receive the rent therefor, upon such terms as shall be satisfactory to the Landlord, using reasonable business judgment in determining rent rates, and all rights of the Tenant to repossess the Premises shall be forfeited. Any such reletting may be of the entire Premises or any part or parts thereof, either in the name of the Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or in excess of the period which would otherwise have constituted the balance of the Term of this Lease and may provide for rent concessions, free rent and other tenant inducements. Such re-entry or reletting, or both, by Landlord shall not operate to release the Tenant from any Rent to be paid or covenant to be performed hereunder by Tenant during the full Term of this Lease. The failure of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In addition, if the Premises, or any part or parts thereof, are relet in an attempt abate the losses, Landlord shall not be liable for failure to collect the rent therefor under such reletting. For the purposes of reletting, the Landlord shall be authorized to make such repairs or alterations in or to the Premises as Landlord shall deem reasonably necessary to place the same in good order and condition, and such alterations or decorations in or to the Premises as Landlord in Landlord's reasonable judgment considers advisable or necessary. Tenant shall be liable to Landlord for the cost of such repairs, alterations and decorations, and all expenses of such reletting, including, but not limited to, reasonable legal expenses, attorney's fees and brokerage fees. Tenant shall not be entitled to any surplus accruing as a result of any such reletting.

18.4 In the event that the Premises are not relet and Landlord has not been compensated under Section 18.2, Tenant shall pay to Landlord as liquidated damages for an Event of Default an amount equal to the positive difference, if any, between the net proceeds of a reletting of the Premises and the Fixed Minimum Rent and any additional rent due on each monthly payment date that such rent would have been due in the absence of a default. Any suit brought to collect the amount of deficiency for any month or months shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month or months by a similar proceeding. Nothing herein contained shall be construed to limit or preclude recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder or otherwise on the part of Tenant. Nothing herein contained shall be construed to limit or prejudice the right of the Landlord to prove for and obtain as liquidated damages by reason of the termination of this Lease or re-entry on the Premises for the default of Tenant under this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved whether or not such amount be greater, equal to, or less than any of the sums referred to hereinabove.

18.5 Each right and remedy of Landlord or Tenant provided for in this Lease or otherwise shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise and the exercise or beginning of the exercise by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord or Tenant of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

19. Covenant of Quiet Enjoyment. Landlord covenants that so long as Tenant pays all of the Fixed Minimum Rent and additional rent due under this Lease and keeps, observes and performs each and every term, covenant, agreement condition and provision of this Lease on Tenant's part to be kept, observed and performed, commencing on the Rent Commencement Date, Tenant may peaceably and quietly enjoy the Premises without hindrance or molestation by Landlord or by any other person lawfully claiming the same, subject nevertheless to the covenants, agreements, terms, provisions and conditions of this Lease and to any lease or mortgage superior to this Lease, provided that such party agrees not to disturb Tenant per Section 23 hereof.

20. Services and Equipment.

20.1. Landlord shall:

a. Provide full operatorless public elevator service in the Building during

Regular Business Hours and reduced elevator service at other times, if required for maintenance and repair purposes.

b. Maintain and keep in good order and repair (or replace as necessary) the Building's central air conditioning, heating and ventilating system installed by Landlord (the "HVAC System").

c. Provide reasonable and adequate cleaning services in public portions of the Building except Sundays and holidays. Tenant shall be responsible for the interior cleaning of the Premises at Tenant's expense.

d. Furnish hot and cold water for normal lavatory, drinking and medical office purposes. If Tenant requires, uses or consumes water for any other purpose, Tenant agrees that Landlord may install, at Tenant's expense, a meter or meters or other means to measure Tenant's water consumption and that Tenant shall reimburse Landlord for the cost of all water consumed as measured by said meter or meters or as otherwise measured.

e. Maintain and keep in good order and repair men's and ladies' rooms within the public portions of the Building (excluding bathrooms installed by, or at the request of, Tenant or serving only the Premises).

20.2. Landlord reserves the right to interrupt, curtail, stop or suspend (i) the furnishing of heat and air conditioning, electrical service, elevator and janitor services and (ii) the operation of the water and sewer systems, when necessary by reason of accident or emergency, or for repairs, alterations, replacements or improvements in the reasonable judgment of Landlord desirable or necessary to be made, or due to Unavoidable Delays. There shall be no diminution or abatement of Rent or other compensation due from Tenant to Landlord hereunder, nor shall this Lease be affected or any of Tenant's obligations hereunder reduced, and Landlord shall have no responsibility or liability for any such interruption, curtailment, stoppage, or suspension of services or systems as in this Section 20 provided, except that Landlord shall exercise reasonable diligence to eliminate the cause of same. Notwithstanding the foregoing, if any essential services are interrupted for more than three consecutive days through no fault of Tenant, then all fixed rent and additional rent under this Lease shall abate until the services are restored unless Tenant is able to collect proceeds from insurance for business interruption.

20.3. Landlord shall furnish and install a Building directory for tenants' listings in the ground floor lobby. Tenant shall submit its Building directory listings with its final plans, which listings shall be limited to one (1) per Tenant plus one listing for each doctor in Tenant's practice. Tenant, at its sole cost and expense, may install its identification on its entrance door subject to Landlord's reasonable approval.

21. Electric Service / Gas

21.1. Tenant shall pay, for Tenant's own account, all charges due in connection with Tenant's electricity usage at the Premises, including without limitation the cost of obtaining and installing a meter to measure Tenant's electricity consumption. If the electricity consumption of the Premises are not measured by meter separate from any other space in the Building and directly billed to Tenant by the utility company, Landlord shall reasonably allocate the utility usage among the tenants in the Building, provided that Tenant shall have the right, at its expense to have all electricity usage at the Premises measured by sub-meter which measures the energy consumption of the Premises. The aforementioned electric charges and costs shall be paid by the Tenant to Landlord, without mark-up, as additional rent on the first day of each month or within ten (10) days of receipt of a statement from Landlord regarding the same. Notwithstanding the foregoing, in the event that direct meters are installed at any time during the Term, Tenant shall pay all the costs of electricity usage associated with the Premises directly to the utility company supplier. Tenant's use of electric energy in the Premises shall not at any time exceed 10 watts per square foot in the aggregate or the capacity of any of the electrical conductors, wiring, insulation or other equipment in or otherwise serving the Premises. If any additional feeders, risers or other equipment are needed to meet Tenant's electrical requirements, the same shall be provided and installed by Landlord upon Tenant's request and at Tenant's expense, provided that, in Landlord's reasonable judgment, the same are necessary and are permissible under applicable legal requirements and insurance regulations, and will not cause permanent damage to the Building, create a dangerous condition, involve extensive alterations, or disturb other occupants of the Building.

21.2. Tenant shall pay for Tenant's own account, directly to the applicable utility company all charges due in connection with Tenant's gas usage at the Premises as measured by direct meter(s). If not directly billed by the utility company, all gas usage at the Premises shall be measured by sub-meter (installed by Landlord at its expense) which shall be read by Landlord or Landlord's independent utility consultant for the purpose of establishing the cost and amount of Tenant's gas usage. The aforementioned gas charges and costs shall be paid by the Tenant to Landlord as additional rent on the first day of each month or with ten (10) days of receipt of a statement from Landlord regarding the same. Notwithstanding the foregoing, in the event that direct meters are installed at any time during the Term, Tenant shall pay all the costs of gas usage associated with the Premises directly to the utility company supplier.

21.3. Landlord shall not be liable in any way to Tenant for any failure or defect in the supply or character of electric energy furnished to the Premises by reason of any requirement, act or omission of the utility company serving the Building with electricity. Tenant shall furnish and install all lighting tubes, lamps, bulbs and ballasts required in the Premises, at its expense, or shall pay Landlord's reasonable charges therefor on demand.

22. Tenant and Landlord each represent that in the negotiation of this Lease there was no broker involved, other than NorthMarq, whose commission shall be paid solely by Landlord. Tenant hereby agrees to defend, indemnify Landlord and hold Landlord harmless from any and all loss, cost, expense, including, without limitation, reasonable legal fees, liabilities and claims, for brokerage commissions by any broker, other than Northmarq, alleged to have represented Tenant in connection with this transaction, provided there is a final adjudication that Tenant dealt with such other broker and Landlord agrees to indemnify Tenant for claims of any other broker. Landlord hereby agrees to defend, indemnify Tenant and hold Landlord harmless from any and all loss, cost, expense, including, without limitation, reasonable legal fees, liabilities and claims, for brokerage commissions by any broker alleged to have represented Landlord in connection with this Lease.

23. Subordination, Non-Disturbance and Attornment. The parties hereby acknowledge and agree that any subordination of this Lease is conditioned upon the mortgagee's written agreement that in the event of foreclosure, or any similar proceeding, of any mortgage encumbering the Land, or any conveyance in lieu of such foreclosure, which foreclosure or conveyance occurs prior to the expiration date of this Lease, including any extensions or renewals hereof, so long as Tenant is not in default under any of the terms, covenants and conditions of this Lease beyond any applicable grace or cure period, Tenant shall not be disturbed in the quiet and peaceful possession of the Premises. Landlord agrees to execute, and to have any holder or future holder, if applicable, of a mortgage covering the Premises, execute and deliver a Subordination, Non-Disturbance and Attornment agreement substantially in the form attached hereto as Exhibit G.

24. Successors and Assigns

24.1. The obligations of this Lease shall bind and benefit the successors and assigns of the parties with the same effect as if mentioned in each instance where a party is named or referred to, except that no violation of the provisions of Section 13 shall operate to vest any rights in any successors or assignee of Tenant.

24.2. Tenant shall look solely to the estate and interest of Landlord, its successors and assigns, in the Land and Building (or the proceeds thereof) for the collection of a judgment (or other judicial process) requiring the payment of damages or money by Landlord, and no other property or assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to either this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use and occupancy of the Premises.

25. Parking.

25.1. Tenant shall be entitled to non-exclusive use of the parking spaces in the parking lot located on the Land. Tenant shall also be entitled to the non-exclusive use of parking spaces in the Parking Garage adjacent to the Land If such Parking Garage is condemned and Landlord does not substitute reasonably comparable and

convenient to the Premises parking in its sole judgment within thirty (30) days of when the Parking Garage is unavailable for use following such condemnation, Tenant, at Tenant's option, shall have the right to terminate this Lease within the subsequent ninety (90) days. In the event Tenant fails to terminate said Lease within the ninety (90) day period, Tenant shall lose its right to terminate. The parking spaces shall be used solely for the parking of normal-sized passenger cars used by Tenant's employees, patients and invitees. No employee shall be permitted to park more than one (1) vehicle in such parking area, or to park a vehicle which, due to its size, encumbers more than one (1) standard-sized parking space. No storage or overnight parking of vehicles shall be permitted.

25.2. Landlord reserves the right from time to time to:

a. change the area, location and arrangement of parking areas, and parking spaces, provided there is no material adverse impact on Tenant's parking privileges under this Lease;

b. discontinue, restrict or temporarily suspend use of all, or any portion of, the parking areas for such period of time as may be necessary in Landlord's reasonable discretion, to perform snow removal, maintenance or repairs;

c. limit the parking of vans, limousines and other large vehicles to specified areas;

d. exclude any and all vehicles other than normal passenger cars; and

e. institute reasonable control mechanisms and systems in order to regulate the use of the common parking area.

26. Notices. Any notice, statement, demand, request or other communication required or permitted pursuant to this Lease or otherwise shall be in writing and shall be deemed to have been properly given if addressed to the other party at the address hereinabove set forth (except that after Tenant takes occupancy of the Premises, Tenant's address, unless Tenant shall give notice to the contrary, shall be the Building) and sent by personal delivery or by nationally recognized overnight courier or by registered or certified United States mail, return receipt requested, postage prepaid. Any notice sent by registered or certified United States mail, return receipt requested, postage prepaid shall be deemed given on the date of receipt or refusal as indicated on the return receipt. Any notice sent by personal delivery or overnight delivery service shall be deemed given on the date of receipt or refusal of the same. Either party may, by notice as aforesaid, designate a different address or addresses for notices, statements, demands or other communications intended for it.

27. Environmental Hazards. Landlord hereby assumes responsibility for, and indemnifies Tenant against any liability, loss, damage or expense (including reasonable attorney fees)

arising out of, any Environmental Hazard or Legal Violation at the Complex not caused by Tenant. Tenant acknowledges and agrees that it was a party to, and received a copy of and reviewed the September 14, 2013 environmental report on the Complex. Notwithstanding any contrary provisions of this Lease whatsoever, Tenant shall not use, or permit (through its own actions) the use of, the Premises or the Land so as to create or result in, directly or indirectly, (a) any sudden or gradual spill, leak, discharge, escape, seepage, infiltration, abandonment, dumping, disposal or storage of any hazardous or industrial waste, substance or contamination, effluent, sewage, pollution or other detrimental or deleterious material or substance (including without limitation asbestos), or the disposal, storage or abandonment on the Land of any material, tank or container holding or contaminated by any of the foregoing or residues thereof, or the installation of any material or product containing or composed of any of the foregoing, in, on, from under or above the Land or the Building (the foregoing occurrences being hereinafter collectively called an "Environmental Hazard"), or (b) any violation, or state of facts or condition which would result in a violation, of any federal, state or local statute, law, code, rule, regulation or order applicable to any Environmental Hazard (the foregoing being hereinafter collectively called a "Legal Violation"). In the event of the violation of the foregoing by Tenant, in addition to all other rights and remedies of Landlord under this Lease, regardless of when the existence of the Environmental Hazard or Legal Violation is determined, and whether during the Term or after the Expiration Date, Tenant shall, immediately upon notice from Landlord, at Tenant's sole cost and expense, at Landlord's option, either (1) take all action necessary to test, identify and monitor the Environmental Hazard and to remove the Environmental Hazard from the Building and the Land and dispose of the same and restore the Building and the Land to the condition existing prior to such removal, and/or to remedy any Legal Violation, all in accordance with applicable federal, state and local statutes, laws, codes, rules, regulations or orders; or (2) reimburse Landlord for all costs and expenses incurred by Landlord for engineering or environmental consultants or laboratory services in testing, investigating, identifying and monitoring the Environmental Hazard and in removing and disposing of the Environmental Hazard and in restoring the Building and the Land, and/or in remedying any Legal Violation. Tenant shall defend with legal counsel acceptable to Landlord, indemnify and save harmless Landlord and others in interest against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including architects' and attorneys' fees and disbursements which may be imposed upon or incurred by or asserted against Landlord and others in interest whether by any governmental authority, Tenant or other third party, by reason of any violation or alleged violation of any of the foregoing provisions of this Section. Tenant shall also indemnify and hold Landlord harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses associated with an Environmental Hazard or Legal Violation caused by Tenant and now or hereafter existing at the Land or the Building. The obligations set forth in this Section shall survive for a period of twelve (12) months following the expiration or termination of this Lease.

28. Miscellaneous

28.1. The failure of Landlord or Tenant to seek redress for violation of or to insist upon

the strict performance of, any covenant or condition of this Lease, or the failure of Landlord to enforce any of the Rules and Regulations set forth or hereafter adopted by Landlord, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach except as to the obligation to pay the Rent so received by Landlord. No provision of this Lease shall be deemed to have been waived by Landlord or Tenant, unless such waiver be in writing. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent then due shall be deemed to be other than on account of the earliest stipulated Rent. No endorsement or statement on any check or any letter accompanying any check or payment as Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided. No act by Landlord or its agent shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be binding unless in writing and signed by the Landlord. No employee of Landlord or its agent shall have any power to accept the keys to the Premises and the delivery of the keys shall not operate as a termination of this Lease or surrender of the Premises.

28.2 This Lease, with the exhibits and/or schedules annexed hereto, contain the entire agreement between Landlord and Tenant, and any agreement hereafter made between Landlord and Tenant shall be ineffective to change, modify, waive, release, discharge, terminate or effect an abandonment of this Lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, waiver, release, discharge, termination or the effecting of the abandonment is sought. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant in executing and delivering this Lease is not relying upon, and has not been induced to enter into this Lease by, any representations, except to the extent that the same are expressly set forth in this Lease. This Lease supersedes and revokes all previous negotiations, letters of intent, offers to lease or other information conveyed as to the Premises and the Building between the parties and their respective representatives.

28.3. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and the balance of the terms and provisions of this Lease shall be valid and enforceable to the fullest extent either hereunder or as permitted by law.

28.4. The captions of Sections in this Lease are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope of this Lease or the intent of any provision thereof.

28.5. Tenant agrees not to record this Lease. At the request of either party, Landlord

and Tenant shall promptly execute, acknowledge and deliver a Notice of Lease sufficient for recording, which Tenant may record, at Tenant's cost and expense.

28.6. WAIVER OF JURY TRIAL. TENANT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT OR ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE.

28.7. Intentionally Omitted.

28.8. Tenant shall pay to Landlord all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease. In any litigation between the parties, the prevailing party shall be entitled to reasonable attorneys' fees and costs from the unsuccessful party. The obligations under this Section 29.8 shall expressly survive the expiration or earlier termination of this Lease.

28.9. This Lease is offered to Tenant for signature with the express understanding that it shall not be binding upon Landlord unless and until Landlord shall have executed and delivered a fully executed copy to Tenant, and until the holder of any and all superior mortgages shall have approved the same if such approval is required under the terms of such mortgages.

28.10. Notwithstanding any cancellation or termination of this Lease, nothing herein shall be construed to release Tenant from any liability or responsibility (whether then or thereafter occurring) with respect to any acts, omissions or obligations of Tenant occurring prior to such cancellation or termination, all of which shall survive such cancellation or termination unless otherwise provided in this Lease.

28.11. Upon the expiration or other termination of the Term of this Lease, Tenant shall quit and surrender the Premises in good order and condition, ordinary wear and tear and damage by fire or other casualty excepted. Tenant acknowledges that possession of the Premises must be surrendered upon the expiration or sooner termination of this Lease, time being of the essence. Tenant shall reimburse, indemnify and hold Landlord harmless from any loss, cost or expense, including reasonable attorney's fees, resulting from Tenant's failure or refusal to vacate the Premises in a timely fashion. If Tenant holds over after the Term ends, without derogating from any of Landlord's rights hereunder and without granting any rights of possession to Tenant, Tenant shall pay to Landlord upon demand, a monthly use and occupancy fee for the period Tenant holds over equal to the Fixed Minimum Rent Tenant paid immediately before the Term ends, prorated on a daily basis, plus all additional rent Tenant would have been liable to pay had this Lease not ended provided however, that if such holdover continues beyond one month following the expiration of the Term, in addition to all additional rent,

Tenant shall pay to Landlord 125% of the otherwise payable Fixed Minimum Rent, prorated on a daily basis, for any period from and including the first day of the second month of such holdover through and including the last day of the fourth month of such holdover, and 150% of the otherwise payable Fixed Minimum Rent, prorated on a daily basis, for any period thereafter. No such payment shall, however, serve to renew or extend the term of this Lease.

28.12. This Lease and the obligations of Tenant to pay Rent hereunder and perform all of the other covenants, agreements, terms, provisions and conditions hereunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease unless otherwise provided in this Lease.

28.13. Regardless of the place of execution, this Lease is to be governed by and construed under the laws of the State of Connecticut without regard for its choice of laws principles.

29. Laws, Rules and Regulations; Condominium Documents. Following the Commencement Date Tenant shall comply with and obey in all material respects all written laws, rules and regulations of regularly constituted authorities which govern the use of the Premises, provided that:

(a) Tenant acknowledges that the Complex (including the Premises) has been submitted to the provisions of the Common Interest Ownership Act of the State of Connecticut, as amended from time to time (the "Act"), as the Park Avenue Medical Center by the Declaration. The Tenant further acknowledges that the Complex, and the Premises and all rights of Tenant under this Lease, are subject to the covenants, terms and conditions of the Act, the Declaration, the By-Laws of the Park Avenue Medical Center Condominium Association, Inc. (the "Association") (as amended from time to time, the "By-Laws"), the rules and regulations of the Association, and related agreements and instruments (collectively, the "Condo Documents").

(b) Without limiting the generality of any other provision of this Lease and in addition to the duties, obligations, conditions, covenants and restrictions otherwise imposed on Tenant under this Lease, Tenant agrees during the Term of this Lease (i) to comply with all of the non-monetary terms, conditions, covenants, provisions, restrictions and agreements set forth in the Condo Documents; and (ii) except to the extent caused by the gross negligence or willful misconduct of Landlord, to indemnify, defend and hold the Landlord Indemnified Parties harmless from and against every, any and all demands, claims and assertions of liability relating to Tenant's failure to comply with the obligations set forth in this Section 29. If Tenant shall become aware of any violation of the Condo Documents or any condition or event which, with or without the passage of time, may constitute a violation of the Condo Documents, Tenant shall notify Landlord thereof within five (5) days after Tenant shall have become aware thereof. In no event shall Tenant be required to pay any sums, Common Expenses or other charges owed by a Unit owner under the Condo Documents except to the extent property included in

Operating Expenses herein.

(c) Without limiting the generality of any other provision of this Lease and in addition to the duties, obligations, conditions, covenants and restrictions otherwise imposed on Landlord under this Lease, Landlord agrees during the Term of this Lease (i) to comply with all of the terms, conditions, covenants, provisions, restrictions and agreements set forth in the Condo Documents (including without limitation payment of all Charges and Special Charges, whether or not the same are considered Operating Expenses); and (ii) except to the extent caused by the gross negligence or willful misconduct of Tenant, to indemnify, defend and hold the Tenant's Indemnities harmless from and against every, any and all demands, claims and assertions of liability relating to Landlord's failure to comply with the obligations set forth in this Section 29.

30. ADA Compliance. Landlord shall be responsible for assuring that the Landlord's Work, when performed, and the Common Areas upon the Commencement Date, is in compliance with the requirements of the ADA and all other applicable building codes. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all claims, causes of action, suits, damages, liabilities, judgments, costs and expenses of any kind (including, without limitation, reasonable attorneys' fees, disbursements and court costs) to the extent the same arise out of Landlord's breach of the foregoing obligation. With the exception of Landlord's ADA compliance responsibilities described in the first sentence of this Section 30 and Landlord's general maintenance obligations with respect to the structural components of the Building elsewhere in this Lease, Tenant shall be responsible for assuring that the Premises are in compliance with the requirements of the ADA. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, causes of action, suits, damages, liabilities, judgments, costs and expenses of any kind (including, without limitation, reasonable attorneys' fees, disbursements and court costs) to the extent the same arise out of Tenant's breach of the foregoing obligation.

31. Waivers. No waiver of any default or breach of any covenant, agreement or condition of this Lease shall be construed to be a waiver of the rights as to any future default or breach by Tenant or Landlord.

32. Remedies to be Cumulative. The remedies available to the parties under the terms of this Lease and in law or equity shall be cumulative, and the exercise of any remedy shall not constitute an election of remedies.

33. Notice. All notices, requests, demands or other communications required or permitted under this Lease shall be in writing and delivered either: (i) personally; (ii) by certified or registered mail, return receipt requested, postage prepaid; (iii) by a recognized overnight courier service (such as Fed Ex); or (iv) by facsimile transmission made during normal business hours with a copy to follow by registered or certified mail, return receipt requested, postage prepaid or by overnight courier service, addressed as follows:

If to Landlord:

RDR 5520, LLC
c/o Sound Development Group, LLC
5520 Park Ave., Suite 201
Trumbull, Connecticut 06611
Attention: Philip L. DiGennaro
Facsimile: 203-373-9055

With a copy to:

William M. Petroccio, Esq.
Quatrella & Rizio, LLC
One Post Road, 2nd Floor
Fairfield, CT 06824
Facsimile: 203-255-6618

And

William R. Crowe
Mayo Crowe LLC
CityPlace II
185 Asylum Street, 2nd Floor
Hartford, CT 06103
Facsimile: 860-275-6819

If to Tenant:

Yale-New Haven Hospital, Inc.
20 York Street
New Haven, CT 06510
Attention: _____
Facsimile: _____

With a copy to:

Geoffrey Fay, Esq.
Pullman & Comley LLC
850 Main St.
Bridgeport, CT 06604
Facsimile: 203-330-2089

And

Yale New Haven Health System
789 Howard Avenue, CB 230

New Haven, CT 06510
Attn: General Counsel
Facsimile: 203-688-3162

34. Captions. The paragraph captions in this Lease are for convenience only and shall have no effect upon the terms and provisions of this Lease.

35. No Joint Venture. Nothing contained in this Lease shall be deemed or construed to create the relationship of principal and agent or of partnership or joint venture or of any association whatsoever between Landlord and Tenant, except that of landlord and tenant.

36. Severable Provisions.. The provisions of this Lease shall be severable and if any provisions shall be invalid or void or unenforceable in whole or in part for any reason, the remaining provisions shall remain in full force and effect.

37. Entire Agreement. This Lease and any other agreements executed and delivered contemporaneously herewith contain the entire agreement of the parties and supersede any and all prior agreements between the parties, written or oral, with respect to the subject matter contemplated hereby. This Lease may not be changed or terminated orally, but may only be changed by an agreement in writing signed by the party or parties against whom enforcement of any waiver, change, modification, extension, discharge or termination is sought.

38. Counterparts. This Lease may be executed in counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument. The parties may execute this Lease, individually or in a representative capacity, and forward an executed counterpart signature to one or more other parties by telecopy, overnight express courier or other means, and the party or parties receiving such executed counterpart signature shall be authorized to attach it hereto as the legal and valid signature of such executing party. The party or parties receiving such executed counterpart signature, together with their attorneys and counsel, shall be able to rely on the validity of such executed counterpart signature as fully as if the original of such signature was affixed hereon.

39. Binding Effect. This Lease shall be binding and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

40. No Rule of Construction. The parties acknowledge that, because all parties and their counsel participated in negotiating and drafting this Lease, no rule of construction shall apply to this Lease which construes ambiguous or unclear language in favor of or against any party because such party drafted this Lease.

41. Exhibits. All Exhibits and documents referred to in or attached to this Lease are integral parts of this Lease as if fully set forth herein, and all statements appearing therein shall be deemed disclosed and relied upon for all purposes and not just in connection with the specific representation to which they are explicitly referenced.

42. Memorandum of Lease. At the request of either party hereto, the parties agree to execute a Memorandum of Lease substantially in the form attached hereto as Exhibit H and either party, at its expense, shall have the right to record such Memorandum of Lease in the public records of the county in which the Land is located. If such recordation is required by law, the cost (including taxes) of such recordation shall be shared equally by the parties.

43. Estoppel Certificates. Landlord and Tenant agree to provide to the other estoppel certificates regarding this Lease, substantially in the form attached hereto as Exhibit I, upon reasonable notice from the requesting party (but in no event later than fifteen (15) days from the receipt of a request therefor) stating (i) that a true copy of the Lease, together with any amendments to or modifications thereof, has been or will be provided; (ii) that the Lease is in full force and effect and that there are, to the knowledge of the certifying party, no defaults under the Lease or, if a default is claimed to exist, the nature thereof and (iii) that no rent or other sum has been paid more than one month in advance.

44. Time of the Essence. The parties agree that time is of the essence with respect to the performance of this Lease.

45. Waiver of Landlord's Lien. Landlord hereby waives and releases any and all common law "Landlord's Liens", if any, with respect to Tenant's Property from time to time located in or about the Premises.

46. Exculpation. Landlord hereby unconditionally and irrevocably waives any and all claims and causes of action of any nature whatsoever it may now or hereafter have against any of the Tenant's Indemnitees, and hereby unconditionally and irrevocably releases and discharges Tenant's Indemnitees from any and all liability whatsoever which may now or hereafter accrue in favor of Landlord against the Tenant's Indemnitees, in connection with or arising out of this Lease. Nothing herein shall release any Tenant's Indemnitee from any direct, separate and distinct claim that Landlord may now or hereafter have against any such Tenant's Indemnitee. Landlord agrees to look solely to Tenant and its assets for the satisfaction of any liability or obligation arising under this Lease or for the performance of any of the covenants, warranties or other agreements contained herein. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be liable under any circumstances for injury or damage to, or interference with, Landlord's business, including loss of title to the Complex or any portion thereof, loss of profits, loss of rents or other revenues (excluding payments thereof which Tenant is otherwise obligated to make under this Lease), loss of business opportunity, loss of goodwill or loss of use, in each case however occurring. The provisions of this Section 46 shall survive the expiration or termination of this Lease.

47. Expedited Arbitration. Any dispute between Landlord and Tenant relating to the withholding or delay of any consent or approval by Landlord with respect to which Landlord has agreed pursuant to the terms hereof to act reasonably may be determined, at Tenant's option, under the Expedited Procedures provisions of the Arbitration Rules

for the Real Estate Industry of the AAA (presently Rules 56 through 60); provided, however, that with respect to any such arbitration, (i) the list of arbitrators referred to in Rule 57 shall be returned within five (5) business days from the date of mailing, (ii) the parties shall notify the AAA, by telephone, within five (5) business days of any objections to the arbitrator appointed and will have no right to object if the arbitrator so appointed was on the list submitted by the AAA and was not objected to in accordance with Rule 57, (iii) the notice of hearing referred to in Rule 58 shall be five (5) business days in advance of the hearing, (iv) the hearing shall be held within seven (7) days after the appointment of the arbitrator, and (v) the arbitrator shall have no right to award damages.

48. HIPAA. Landlord acknowledges and understands that it may have incidental contact and access to protected health information ("PHI") of Tenant's patients during the term of this Lease as such term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Landlord agrees that it will not use or disclose PHI in any manner. Landlord and Tenant agree to enter into an amendment to this Lease as necessary to comply with applicable federal and state laws and regulations governing the use and/or disclosure of PHI. Landlord and Tenant further agree to enter into a Business Associate Agreement, if such is deemed necessary to comply with subsequent amendments and regulations to HIPAA.

49. Hospital Requirements.

(a) Non-Use of Tenant Name. Except as otherwise provided herein, Landlord shall not use or permit the use of Tenant's name, logo or likeness, or that of any other affiliate of the Yale New Haven Health System, in any way, without obtaining the prior written consent of Tenant, provided Landlord may include in its advertising and promotional media for the Property photographs of the Property that incidentally depict Tenant's identification signage, provided Landlord shall not associate itself with Tenant's name or logo with Tenant's prior written consent which shall not be unreasonably conditioned withheld or delayed and Landlord shall not replicate Tenant's logo in any materials prepared by or for Landlord.

(b) False Claims. Landlord acknowledges that Tenant is an affiliate of the Yale New Haven Health System and that Yale New Haven Health System has provided Landlord with access to its policy on False Claims and Payment Fraud Prevention (the "Policy") located on its internet site at www.ynhhs.org/FalseClaims.pdf. The federal False Claims Act imposes civil penalties on people and companies who knowingly submit a false claim or statement to a federally funded program, or otherwise conspire to defraud the government, in order to receive payment. It also protects people who report suspected fraud. Any suspected fraud should be reported as provided in the Policy. The inclusion of this Section 40(b) is for informational purposes only and shall not affect Landlords' or Tenant's rights or obligations under this Lease and shall not survive the termination or expiration of this Lease.

(c) Conflicts of Interest. Landlord represents, to the best of its knowledge, that as of the date of this Lease, no employees, directors or officers of Tenant

(collectively, the "Tenant's Covered Individuals") are direct, or indirect, members of Landlord, or have any Financial Interest (as defined below) in Landlord. Notwithstanding anything to the contrary herein, Tenant acknowledges and agrees that the following are not Tenant's Covered Individuals: (a) employees, directors and officers of Yale University, (b) any pension funds affiliated with Yale University, and (c) any employees, directors, officers, members or participants in any pension funds affiliated with Yale University. The foregoing representation is made as of the date of this Lease only and shall not survive the termination or expiration of this Lease. For purposes of this section, the term "Financial Interest" shall be limited to the following transactions or relationships between Landlord and a Covered Individual: (a) consulting fees, honoraria, gifts or other emoluments, or "in kind" compensation; (b) equity interests, including stock options, of any amount in non-publicly-traded company (or entitlement to the same); (c) royalty income (or other income) or the right to receive future royalties (or other income); (d) any non-royalty payments or entitlements to payments; or (e) service as an officer, director, or in any other role, whether or not remuneration is received for such service.

(d) Fair Market Value. Landlord and Tenant acknowledge and agree that the rental amounts set forth in this Lease are consistent with fair market value and were determined on an arm's-length basis.

(e) Physician Relationships. Landlord has disclosed to Tenant whether or not Landlord (i) is a doctor of medicine or osteopathy, a doctor of dental surgery or dental medicine, a doctor of podiatric medicine, a doctor of optometry, or a chiropractor (each, a "Physician"); (ii) is a physician practice or group practice (each, a "Physician Organization"); or (iii) has any financial relationship with any Physician or Physician Organization. In the event, and only in the event, that Landlord is a Physician or Physician Organization or has any financial relationship with any Physician or Physician Organization, Landlord and Tenant further agree, except as agreed to in writing by Tenant in compliance with applicable Requirements of Law, as follows:

(i) The term of this Lease is for not less than one (1) year;

(ii) In the event of termination of this Lease, the parties agree that they shall not enter into a new, amended or re-negotiated lease arrangement containing revised pricing or compensation terms more than once during any twelve (12) month period;

(iii) This Lease specifies the Premises covered by this Lease and such Premises do not exceed that which is reasonable and necessary for the legitimate business purposes of this Lease;

(iv) The Premises covered by this Lease are used exclusively by Tenant and its assignees, sublessees and their respective invitees;

(v) The rental charges are set in advance and are consistent with fair market value;

(vi) The terms of this Lease are commercially reasonable and were not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties for which payments may be made in whole or in part under Medicare or any State health care program, as defined under Section 1128B of the Social Security Act;

(vii) The Rent to be paid under this Lease was not determined using a formula based on (A) a percentage of the revenue raised, earned, billed, collected, or otherwise attributable to the services performed or business generated in the office premises or (B) per-unit of service rental charges, to the extent that such charges reflect the services provided to patients referred between the parties; and

(viii) Nothing in this Lease is intended to induce or reward referrals between the parties.

(f) No Violation of Law. The parties further agree that, to their knowledge, nothing in this Lease contemplates the counseling or promotion of a business arrangement or other activity that violates any state or federal law. In no event shall Tenant have any right to terminate this Lease, abate Rent, nor shall Tenant's obligations under this Lease be in any way affected, as a result of the statements contained in this Section 40(f) becoming untrue.

(g) Landlord Waiver of Lien. All of Tenant's Personal Property installed in the Premises, regardless of the manner or mode of attachment shall be and remain the property of Tenant and may be removed by Tenant and if Tenant has granted a security interest in Tenant's Personal Property to a secured party, then any such secured party may, upon reasonable prior notice to Landlord and at a time reasonably specified by Landlord, and in a manner which does not interfere with other tenants rights under their respective lease(s), remove Tenant's Personal Property. Tenant, and such secured party, shall repair any damage to the Premises, Common Areas of Building caused by the removal of such Personal Property. In no event (including a default under this Lease) shall Landlord have any liens, rights or claims in Tenant's Personal Property, and Landlord agrees to execute and deliver to Tenant and any secured party, within ten (10) days after request therefor, any document reasonably required by Tenant or such secured party in order to evidence the foregoing. In conjunction with any financing obtained by Tenant for Tenant's Personal Property, Landlord agrees to execute a commercially reasonable Landlord Waiver of Lien Agreement as respects Tenant's Personal Property.

(h) Reasonableness. Regardless of any reference in this Lease to sole and absolute discretion or words to that effect, but except for matters which could have an adverse effect on (i) the Common Areas of the Building or Building Systems, (ii) the square footage of the Building or the exterior appearance of the Building, (iii) any space leased to, or available for lease to, another tenant, or (iv) Landlord's and tenant's rights and obligations under other leases for the Buildings as may be in effect from time to time, Landlord shall in each case have a duty to act in good faith and in compliance with this

Lease, and, except as previously stated, any time the consent of Landlord is required, such consent shall not be unreasonably withheld, conditioned or delayed. In no event shall Landlord have any duty or obligation to renegotiate, amend or modify any term of this Lease, or to waive or relinquish any right or option under this Lease. Except as stated above, whenever this Lease grants Landlord or Tenant the right to take action, exercise discretion, establish Rules and Regulations or make allocations or other determinations (other than decisions to exercise expansion, contraction, cancellation, termination or renewal options), Landlord and Tenant shall act reasonably and in good faith and take no action which might result in the frustration of the reasonable expectations of a sophisticated tenant or landlord concerning the benefits to be enjoyed under this Lease.

[Signatures appear on following page]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed by their respective duly authorized representatives as of the day and year first above written.

Witnesses:

Jennifer Corris

Alison E. Maclean

Landlord:

RDR 5520, LLC, a Connecticut limited liability company

By: _____
Name: Philip L. DiGennaro
Title: Managing Member

Taxpayer Identification Number: _____

Tenant:

YALE-NEW HAVEN HOSPITAL, INC., a Connecticut non-stock corporation

Marisa Salinas

Daniel F Rollin

By: _____
Name: Cynthia D. Sparer
Title: Senior Vice President, operations

Taxpayer Identification Number: 06-0646652

[Acknowledgements appear on next page]

STATE OF CONNECTICUT)
) ss:
COUNTY OF)

On this the ____ day of October, 2013, before me, personally appeared, Philip L. DiGennaro who acknowledged himself to be the Managing Member of RDR 5520, LLC a Connecticut limited liability company, and that he as such Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such Managing Member.

_____
Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
) ss:
COUNTY OF New Haven)

On this the 31st day of October, 2013, before me, personally appeared, Cynthia K. Spaer, who acknowledged himself/herself to be the Senior VP of YALE-NEW HAVEN HOSPITAL, INC., a Connecticut non-stock corporation, that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such _____.

Irene Noel
Commissioner of the Superior Court
Notary Public
My Commission Expires:

IRENE NOEL
NOTARY PUBLIC
State of Connecticut
My Commission Expires
[illegible]

EXHIBIT A

The Land

All that certain piece or parcel of land situated in the Town of Trumbull and partially in the City of Bridgeport as shown on that certain map entitled "Amended and Restated Survey of Park Avenue Medical Center (A Condominium Common Interest Community) Park Avenue Bridgeport & Trumbull, Connecticut Prepared for RDR 5520, LLC", dated October 25, 2013,rev, 10/28/13 prepared by Pereira Engineering, LLC, which map is recorded on the Trumbull Land Records as Map No. 3369. Said premises are further bounded and described as follows:

Commencing at an existing Connecticut Department of Transportation concrete right of way monument at the intersection of the easterly street line of Park Avenue and the southerly highway line of the Merritt Parkway, Conn. Route 15, said concrete monument also being the northwest corner of land now or formerly of RDR 5520, LLC;

Thence running along said southerly highway line of the Merritt Parkway, Conn. Route 15, the following two (2) courses and distances: N 65°11'32" E 515.68 feet and N 65°11'01" E 305.82 feet to a point, said point being the northwest corner of land now or formerly of Chester J. & Brenda L. Montoni and being the northeast corner of herein described parcel;

Thence running S 12°49'52" E 215.38 feet along said land now or formerly of Chester J. & Brenda L. Montoni and land now or formerly of Judith A. Mucherino, each in part, to a point;

Thence running S 11°10'23" E 68.13 feet along said land now or formerly of Judith A. Mucherino and land now or formerly of Danielle A. & Jason Gonclaves, each in part, to a point;

Thence running S 12°20'57" E 189.88 feet along said land now or formerly of Danielle A. & Jason Gonclaves and land now or formerly of RDR Homes, LLC to a point in the northerly division line of land now or formerly of Emanuele & Maria L. Strazza, said line also being the Town Line between the Town of Trumbull and City of Bridgeport;

Thence running S 86°19'52" W 665.30 feet along said northerly division line of land now or formerly of Emanuele & Maria L. Strazza and land now or formerly of The St. Nicholas Syrian Orthodox Church of Bridgeport, Incorporated, each in part, to a point;

Thence running S 68°36'46" W 116.26 feet along said northerly division line of land now or formerly of The St Nicholas Syrian Orthodox Church of Bridgeport, Incorporated to a point in the easterly street line of Park Avenue;

Thence running along said easterly street line of Park Avenue the following four (4) courses and distances: N 34°25'31" W 41.17 feet, N 86°19'52" E 20.40 feet, N 34°27'14" W 7.19 feet and N 22°53'25" W 175.19 feet to the point or place of beginning.

TOGETHER WITH rights afforded pursuant to:

(1) Drainage Maintenance Agreement recorded in Volume 8802 at Page 87 of the Bridgeport Land Records

(2) Easements and other provisions set forth in Reciprocal Easement Agreement between St Nicholas Condominium Association and Park Avenue Medical Center Condominium Association, Inc., intended to be recorded simultaneously with this Declaration.

SUBJECT TO:

(1) Drainage Maintenance Agreement recorded in Volume 1630 at Page 552 of the Trumbull Land Records.

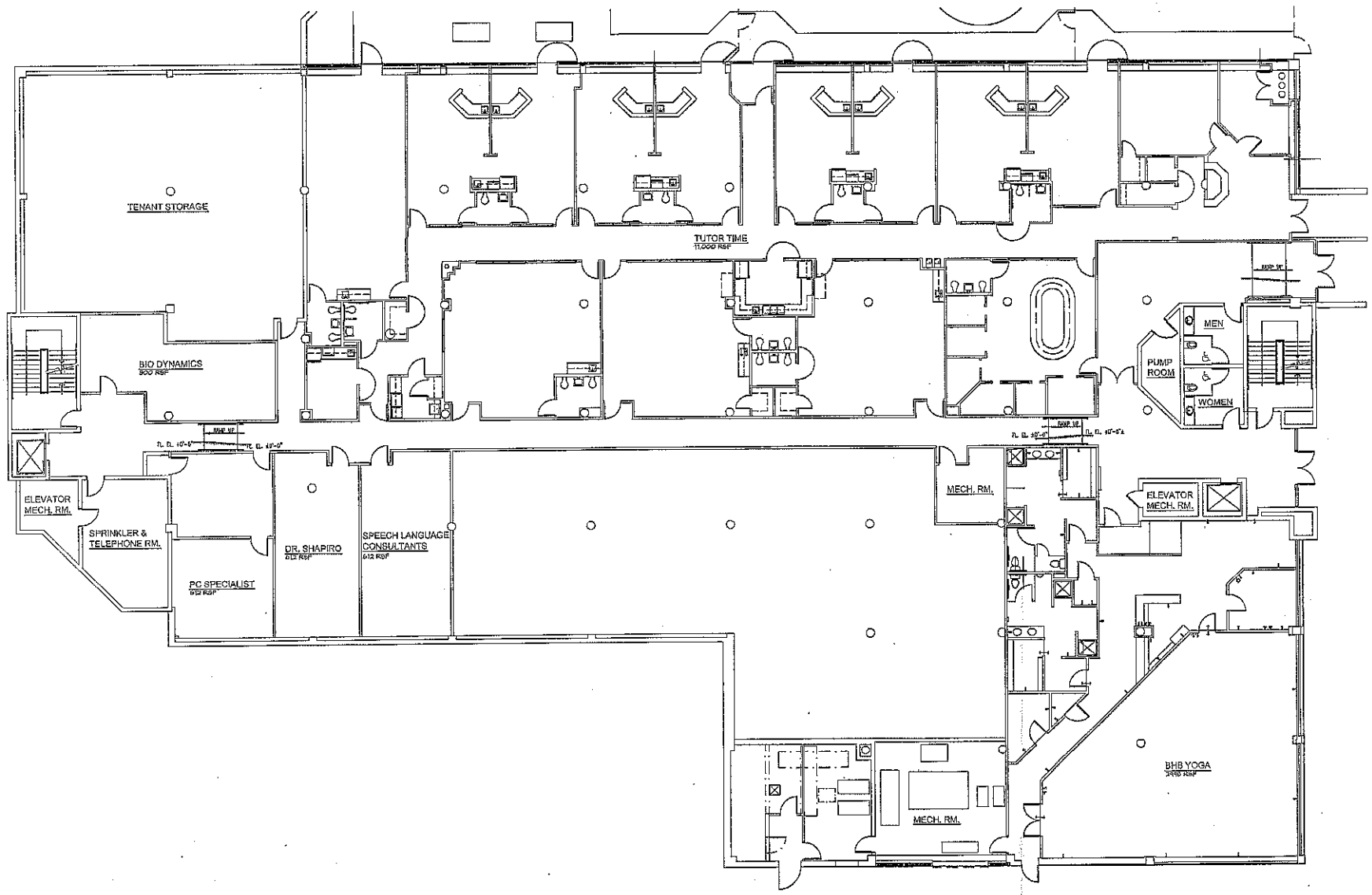
(2) Conservation Easement from The St. Nicholas Syrian Orthodox Church of Bridgeport, Incorporated to the City of Bridgeport, recorded in Volume 8933 at Page 47 of the Bridgeport Land Records.

(3) Declaration and Grant of Restrictions Incorporated to the City of Bridgeport, recorded in Volume 8933 at Page 49 of the Bridgeport Land Records.

(4) Easements and other provisions set forth in Reciprocal Easement Agreement between St Nicholas Condominium Association and Park Avenue Medical Center Condominium Association, Inc., intended to be recorded simultaneously with this Declaration.

EXHIBIT B

Premises



1 Existing First Floor Plan
1/8" = 1'-0"

THIS DRAWING IS THE PROPERTY OF THE ARCHITECT. HAS BEEN PREPARED SPECIFICALLY FOR THE OWNER FOR THIS PROJECT AT THIS SITE, AND IS NOT TO BE USED FOR ANY OTHER PURPOSE, LOCATION, OR OWNER, WITHOUT WRITTEN CONSENT OF THE ARCHITECT.

REVISED:

SCALE: AS NOTED

DATE: 10-21-04

DRAWN: REH

PHILIP H. CERRONE III, AIA, NCARB
ARCHITECT
421 Meadow Street
Fairfield, Connecticut 06824
203-333-2166

INTERIOR ALTERATIONS FOR:
Park Avenue Professional Center
5520 PARK AVE.
TRUMBULL, CT

Existing First Floor Plan

24-04

Ex-1

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EXHIBIT C

Tenant Alteration Specifications

Tenant shall submit to Landlord final and complete dimensional architectural and mechanical drawings and specifications for partitions and layouts, including openings, ceiling and lighting layouts, electrical outlets, colors, finishing schedule, and any and all other information reasonably required by Landlord showing any and all changes Tenant wishes to make to any portion of the Premises.

All mechanical plans shall be prepared only by mechanical engineers approved by Landlord. All plans including mechanical plans shall be prepared at Tenant's expense and shall be consistent with the design, construction and equipment of the Building and in conformity with its standards and shall show the location and extent of any excess floor loading and all special requirements for air-conditioning, plumbing and electricity, and the estimated total electrical load.

All plans and specifications are expressly subject to Landlord's written approval, which Landlord covenants it will not unreasonably withhold, provided that in no case shall such plans and specifications adversely affect structural elements of the Building (including the exterior facade of the Building) or any of the Building's systems. Tenant shall bear the cost and expense of filing such plans and specifications with the appropriate governmental agencies.

EXHIBIT D

Building Rules

1. The rights of tenants in the entrances, corridors, stairways and elevators in the Building are limited to ingress and egress from the tenants' premises for the tenants and their employees, licensees and invitees. No tenant shall encumber or obstruct, or permit the encumbrance or obstruction of, or use, or permit the use of, such entrances, corridors, stairways or elevators for any purpose other than such ingress and egress. No tenant shall invite to the tenant's premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the entrances, corridors, stairways, elevators or other facilities in the Building by other tenants. The Landlord reserves the right to control and operate the public portions of the Building and the public facilities, as well as all facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenant generally.

2. The Landlord may refuse admission to the Building, before or after Regular Business Hours to persons not properly identified, and may require all persons admitted to, or leaving the Building to register. Any person whose presence in the Building at any time might, in the judgment of the Landlord, be prejudicial to the safety, character, reputation or interests of the Building, or of its tenants, may be denied access to the Building or may be ejected therefrom. Landlord may require any person leaving the Building with any package or other object to exhibit a pass from the tenant from whose premises the package or object is being removed, but the establishment and enforcement of such requirement shall not impose any responsibility on the Landlord for the protection of any tenant against the removal of property from the premises of such tenant. Landlord shall, in no way, be liable to any tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from the tenant's premises or the Building under the provisions of this rule. Canvassing, soliciting or peddling in the Building is prohibited and every tenant shall cooperate to prevent the same.

3. Tenants shall order or take deliveries only at such hours and in such places as Landlord shall prescribe so as to avoid interference with operation of the Building and with other tenants.

4. No lettering, sign, advertisement, notice or object shall be displayed in or on the windows or doors, or on the outside of any tenant's premises, or at any point inside any tenant's premises where the same might be visible outside of such premises; except that the name and logo of the tenant may be displayed on the entrance doors of, or in the elevator lobbies within, or adjacent to the tenant's premises, subject to the reasonable approval of the Landlord as to the size, color and style of such display. The inscription of the name and logo of the tenant on the doors of, or in the elevator lobbies within the tenant's premises shall be done at the tenant's expense.

5. No awnings or other projections over or around the windows shall be installed by any tenant. Only such window blinds and shades as are supplied or permitted by the Landlord shall be used in a tenant's premises.

6. The Landlord shall have the right to prescribe the position of safes and other objects of excessive weight. The moving of safes and other heavy objects shall not take place during Regular Business Hours and only with previous notice to the Landlord, and the persons employed to move the same in and out of the Building shall be subject to the approval of the Landlord. No machines other than office machines, medical equipment, terminals, vending machines and other similar equipment may be installed or operated in the premises without the Landlord's prior written consent, and in no event shall any such machines be placed or operated so as to disturb other tenants. Freight, furniture, business equipment, merchandise and building matter of any description shall be delivered to and removed from the tenant's premises only in the freight elevators, if any, and through the service entrances and corridors, and only during hours and in a manner approved by the Landlord. Special arrangements must be made with the Landlord by any tenant for moving large quantities of furniture and equipment into or out of the Building.

7. No noise, including the playing of musical instruments or the operation of radio, television or audio devices which, in the sole judgment of the Landlord, might disturb other tenants in the Building, shall be made or permitted by any tenant. No cooking shall be done in the tenant's premises, except as expressly approved by Landlord and except in connection with any kitchen or cafeteria installed in the premises.

8. The water closets and other plumbing fixtures shall not be used for any purposes other than those for which they are constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. The cost of repairing any damage done to such closets and fixtures resulting from any misuse thereof by a tenant or the employees, licensees or invitees of such tenant shall be paid by such tenant.

9. No tenant shall mark, paint, drill into, or in any way deface any part of the Building except in connection with permitted alterations within the Premises. No boring, cutting or stringing of wires shall be permitted, except with the consent of the Landlord and as the Landlord may direct.

10. Except for areas designated as tenant's secured areas, no additional locks or bolts of any kind shall be placed upon any of the doors or windows in any tenant's premises, and no lock on any door therein shall be changed or altered in any respect. Duplicate keys for the tenant's premises and toilet rooms shall be procured only from the Landlord, which may make a reasonable charge therefor.

11. All entrance doors in each tenant's premises shall be kept closed at all times. All such doors should be kept locked when the tenant's premises are not in use.

12. Only hand trucks equipped with rubber tires and side guards shall be used within the Building.

13. All window blinds shall be lowered, when and as required, because of the position of the sun during the air conditioning season.

14. Any moving of furniture or equipment into or out of the Premises must be done by tenant at its own cost and expense, on Monday through Friday after 6:00 p.m., or on Saturday subject, however, to the prior consent of Landlord. If such move requires use of an elevator, such move shall not be in excess of elevator's carrying load capacity. Landlord will designate the elevator and building entrance to be used. No move or delivery of any object other than lightweight objects, hand-carried by not more than one person, shall be made without at least twenty four (24) hours prior notice to Landlord and prior to any such move or delivery, tenant shall arrange for the laying (without affixation or attachment to any part of the floor or floor covering) of adequate masonite or plywood sheets covering all lobby, corridor, public hall and other public area floors of the Building over which such move or delivery shall take place. Landlord reserves the right to require insurance certificates of any moving company.

15. The Landlord reserves the right to rescind, alter or waive any building rule at any time when, in its judgment, it deems it necessary, desirable or proper for its best interest and for the best interests of the tenants, and no alteration or waiver of any building rule in favor of one tenant shall operate as an alteration or waiver in favor of any other tenant. The Landlord shall not be responsible to any tenant for the non-observance or violation by any other tenant of any of the building rules at any time, but Landlord shall not enforce the building rules in a discriminatory manner.

EXHIBIT E

Landlord's Work

EXHIBIT F

Declaration

That certain Amended and Restated Declaration of Park Avenue Medical Center dated October 31, 2013 and recorded in the Bridgeport and Trumbull Land Records.

EXHIBIT G

Form Subordination Non-Disturbance and Attornment Agreement

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT dated _____, 201_ (the **"Agreement"**), between _____ a _____, having an office at _____ (**"Bank"**) and _____, a _____, having an office at _____ (**"Tenant"**).

BACKGROUND

A. As security for a loan made by Bank to _____ (**"Landlord"**), Landlord has granted, or is about to grant, Bank a Mortgage and a Collateral Assignment of Leases, Rentals and Property Income, which will be recorded in _____, Connecticut (collectively, the **"Security Instrument"**), and will constitute a first lien against the Property described on **Schedule A** attached hereto (the **"Property"**).

B. Tenant has entered into the Lease dated _____ (the **"Lease"**) covering a portion of the Property (the **"Leased Premises"**).

C. Bank has required that the Lease be subordinated to the Security Instrument and that Tenant agree to attorn to Bank, and Tenant is willing to subordinate the Lease and attorn to Bank on the terms and conditions hereinafter provided.

AGREEMENT

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained, and intending to be legally bound, hereby agree as follows:

1. **SUBORDINATION OF LEASE.**

The Lease is and shall be subject and subordinate to the provisions and lien of the Security Instrument and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal amount thereof and other sums secured thereby and interest thereon.

2. **ATTORNMENT.**

Tenant agrees that it will attorn to and recognize: (i) Bank, whether as mortgagee in possession or otherwise; (ii) any purchaser at a foreclosure sale under the Security Instrument; (iii) any transferee who acquires possession of or title to the Property, whether by deed in lieu of foreclosure or other means;

and (iv) the successors and assigns of such purchasers and/or transferees (each of the foregoing parties, a **"Successor"**), as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the same terms and conditions as set forth in the Lease. Such attornment shall be effective and self-operative without the execution of any further instruments by any party hereto; provided, however, that Tenant will, upon request by Bank or any Successor, execute a written agreement attorning to Bank or such Successor, affirming Tenant's obligations under the Lease, and agreeing to pay all rent and other sums due or to become due to Bank or such Successor.

3. **NON-DISTURBANCE**.

So long as Tenant is not in default under any of the terms, covenants or conditions of the Lease, beyond the expiration of any applicable grace or cure period, Bank will not disturb Tenant's use, possession and enjoyment of the Leased Premises nor will the leasehold estate of Tenant be affected or Tenant's rights under the Lease be impaired in any foreclosure action, sale under a power of sale, transfer in lieu of the foregoing, or the exercise of any other remedy pursuant to the Security Instrument.

4. **ASSIGNMENT OF LEASES**.

Tenant acknowledges that it has been advised that Landlord is assigning the Lease and the rents thereunder to Bank pursuant to an Absolute Assignment of Leases and Rents from Landlord to Bank (the **"Assignment"**). Tenant agrees that if Bank, pursuant to the Assignment, and whether or not it becomes a mortgagee in possession, shall give written notice to Tenant that Bank has elected to require Tenant to pay to Bank the rent and other charges payable by Tenant under the Lease, Tenant shall, until Bank shall have cancelled such election, be similarly bound to Bank and shall similarly attorn to Bank and shall thereafter pay to Bank all rent and other sums payable under the Lease. By its signature below, Landlord agrees that any payment made by Tenant to Bank pursuant to the foregoing shall be deemed a proper payment of rent under the Lease and Landlord hereby waives any right to claim otherwise.

5. **LIMITATION OF LIABILITY**.

5.1 In the event that Bank succeeds to the interest of Landlord under the Lease, or title to the Property, then Bank and any Successor shall assume and be bound by the obligations of Landlord under the Lease which accrue from and after such party's succession to Landlord's interest in the Leased Premises, but Bank and such Successor shall not be: (i) liable to Tenant for damages based on any act or omission of any prior landlord (including Landlord); (ii) liable for the retention, application or return of any security deposit to the extent not paid over to Bank; (iii) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), except to the extent they apply to a Landlord default that is continuing after Bank or such Successor succeeds to Landlord's interest under the Lease; (iv) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); (v) bound by any amendment or modification of the Lease made without Bank's or such Successor's prior written consent if such amendment or

modification has the effect of (a) reducing the rent or additional rent owed by Tenant, (b) shortening or lengthening the term of the Lease, or adding, or increasing Tenant's rights under, any renewal or expansion option or right of first refusal or first option, or (c) materially increasing Landlord's obligations under the Lease; or (vi) obligated to cure any defaults of any prior landlord under the Lease which occurred prior to the date on which Bank or such Successor succeeded to Landlord's interest under the Lease, unless Tenant has provided Bank or such Successor with written notice thereof as provided in **Section 6** below. Nothing in this section shall be deemed to waive any of Tenant's rights and remedies against any prior landlord.

5.2 Tenant agrees that any person or entity which at any time hereafter becomes the landlord under the Lease, including without limitation, Bank or any Successor, shall be liable only for the performance of the obligations of the landlord under the Lease which arise during the period of its or their ownership of the Leased Premises and shall not be liable for any obligations of the landlord under the Lease which arise prior to or subsequent to such ownership. Tenant further agrees that any such liability shall be limited to the interest of Bank or such Successor in the Property, and Tenant shall not be able to enforce any such liability against any other assets of Bank or such Successor.

6. RIGHT TO CURE DEFAULTS.

Tenant agrees to give written notice to Bank of any default by Landlord under the Lease, specifying the nature of such default, and thereupon Bank shall have the right (but not the obligation) to cure such default, and Tenant shall not terminate the Lease or abate the rent payable thereunder by reason of such default unless and until it has afforded Bank thirty (30) days after Bank's receipt of such notice to cure such default and a reasonable period of time in addition thereto (i) if the circumstances are such that said default cannot reasonably be cured within said thirty (30) day period and Bank has commenced and is diligently pursuing such cure, or (ii) during and after any litigation action including a foreclosure, bankruptcy, possessory action or a combination thereof.

7. TENANT'S AGREEMENTS.

Tenant hereby covenants and agrees that: (i) Tenant shall not pay any rent or additional rent under the Lease more than one month in advance; (ii) so long as Tenant has not been named therein by Bank or any Successor, Tenant shall have no right to appear in any foreclosure action under the Security Instrument; (iii) Tenant shall not cancel or terminate the Lease, or amend or modify the Lease so as to (a) reduce the rent or additional rent due thereunder, (b) shorten or lengthen the term thereof or, add or increase Tenant's rights under, any renewal, or expansion option or right of first refusal or first option, or (c) materially increase Landlord's obligations thereunder, without Bank's prior written consent, and any attempted amendment, modification, cancellation or termination of the Lease as aforesaid without such consent shall be of no force or effect as to Bank; (iv) Tenant shall not voluntarily subordinate the Lease to any lien or encumbrance (other than the Security Instrument) without Bank's prior written consent; (v) Tenant shall provide Bank with written notice of any proposed assignment of the Lease or sublease of the Leased Premises, which assignment or sublease shall only be permitted if so provided in the Lease; (vi)

this Agreement satisfies any requirement in the Lease relating to the granting of a non-disturbance agreement; and (vii) Tenant shall deliver to Bank, from time to time and within ten (10) days from the date of request, a written estoppel statement in form and substance reasonably satisfactory to Bank certifying to certain matters relating to the Lease.

8. **MISCELLANEOUS.**

8.1 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Nothing contained in this Agreement shall in any way affect or impair the lien created by the Security Instrument, except as specifically set forth herein.

8.2 **Modifications.** This Agreement may not be supplemented, amended or modified unless set forth in writing and signed by the parties hereto.

8.3 **Notices.** All notices and communications under this Agreement shall be in writing and shall be given by either (a) hand delivery, (b) first class mail (postage prepaid), or (c) reliable overnight commercial courier (charges prepaid) to the addresses listed in this Agreement. Notice shall be deemed to have been given and received: (i) if by hand delivery, upon delivery; (ii) if by mail, three (3) calendar days after the date first deposited in the United States mail; and (iii) if by overnight courier, on the date scheduled for delivery. A party may change its address by giving written notice to the other party as specified herein.

8.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Connecticut.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed and delivered this Subordination, Non-Disturbance and Attornment Agreement as of the day and year first above written.

WITNESSES:

Marisa Salinas
Name:

Darrell F Pralka
Name:

TENANT:

YALE-NEW HAVEN HOSPITAL, INC.,
Connecticut non-stock corporation

By: Cynthia N. Sparer
Name: Cynthia N. Sparer
Title: Senior Vice President, Operations

STATE OF CONNECTICUT)
) ss:
COUNTY OF New Haven)

On this the 31st day of October, 2013, before me, personally appeared, Cynthia N. Sparer who acknowledged himself/herself to be the Senior VP of Yale-New Haven Hospital, Inc., a Connecticut non-stock corporation, that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such _____.

Irene Noel
Commissioner of the Superior Court
Notary Public
My Commission Expires:

IRENE NOEL
NOTARY PUBLIC
State of Connecticut
My Commission Expires
May 4, 2014

[Signatures Continued on Next Page]

SCHEDULE A

DESCRIPTION OF PROPERTY

EXHIBIT H

Memorandum of Lease

After Recording Return to:
Mayo Crowe LLC
CityPlace II
185 Asylum Street
Hartford, CT 06103
Attention: William R. Crowe

MEMORANDUM OF LEASE

In accordance with Section 47-19 of the Connecticut General Statutes, notice is hereby given of the following described Lease (the "Lease"):

LANDLORD:	RDR 5520, LLC 5520 Park Avenue, Suite 201 Trumbull, Connecticut 06611 Attention: Phillip DiGennaro
TENANT:	_____ _____ _____
LEASED PREMISES:	Suite ____ located on the ____ floor of the building on the land at 5520 Park Avenue, Trumbull, CT which property is more particularly described on Exhibit A attached hereto.
DATE OF EXECUTION:	October 31, 2013
COMMENCEMENT DATE:	_____
TERM:	_____
TERMINATION DATE:	_____
RENEWAL/ EXTENSION RIGHTS:	_____
PURCHASE OPTIONS:	None.

A copy of the Lease is on file with Mayo Crowe LLC; CityPlace II; 185 Asylum Street; Hartford, CT 06103.

This Notice of Lease may be executed in several counterparts all of which shall constitute one instrument, notwithstanding that all the parties are not signatories to the same counterpart.

Nothing herein shall be deemed to amend, alter or otherwise change the terms, covenants and conditions of the Lease. In the event of any conflict between this notice and the terms of the Lease, the Lease shall control.

[Signatures on following page...]

SIGNED this _____ day of _____, 20__.

LANDLORD:

Signed, Sealed and Delivered in the Presence of the following Witnesses:

RDR 5520, LLC, a Connecticut limited liability company

_____
Name:

_____
Name:

By: _____
Name: Philip L. DiGennaro
Title: Managing Member

STATE OF CONNECTICUT)
)ss. Hartford
COUNTY OF HARTFORD)

On this _____day of _____, 20___, personally appeared Philip L. DiGennaro as Managing Member of **RDR 5520, LLC**, a limited liability company signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed and the free act and deed of said company before me.

_____
Notary Public/
Commissioner of the Superior Court

SIGNED this _____ day of _____, 20____.

TENANT:

Signed, Sealed and Delivered in the
Presence of the following Witnesses:

_____,
a _____

_____
Name:

By: _____
Name:
Title:

_____
Name:

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 20__, personally appeared _____ as _____ of _____ signer and sealer of the foregoing instrument, and acknowledged the same to be his/her free act and deed and the free act and deed of said _____, before me.

_____
Notary Public/
Commissioner of the Superior Court

EXHIBIT A

LEGAL DESCRIPTION

TENANT ESTOPPEL CERTIFICATE

TO: PEOPLE'S UNITED BANK

DATE: October ___, 2013

THIS IS TO CERTIFY THAT:

1. The undersigned is the Lessee (Tenant) under that certain Lease dated October ___, 2013 by and between RDR 5520, LLC as Lessor (Landlord) and YALE-NEW HAVEN HOSPITAL, INC., as Lessee (Tenant), covering approximately 2,490 square feet (leased premises) of those certain premises commonly known and designated as 5520 Park Avenue, Trumbull, Connecticut.

2. The Lease has not been modified, changed, altered or amended in any respect, except as set forth in any lease amendment document attached hereto, and is the only Lease or agreement between the Lessee and the Lessor affecting the leased premises.

3. The Lessee has made no agreements with Lessor or its agents or employees concerning free rent, partial rent, rebate of rental payments or any other type of rental concession.

4. No rent will be prepaid for more than one (1) month in advance. The fixed minimum rent being paid is $4,357.50 per month.

5. The Lessee has not received any written notice of default from the Lessor and to the Lessee's best knowledge, the Lease is not in default and is in full force and effect. As of the date hereof, the Lessee is entitled to no credit, no free rent and no offset or deduction in rent.

6. This certification is made to induce People's United Bank to make certain fundings, knowing that People's United Bank relies upon the truth of this certificate in disbursing said funds.

LESSEE

YALE-NEW HAVEN HOSPITAL, INC.

By: Cynthia L. Sparer
Name: Cynthia L. Sparer
Its: Senior Vice President, Operations

Exhibit II

This exhibit includes the visit volume by service, and by town, for the past three fiscal years and current utilization to the present, including the following:

- **The Pediatric Specialty Center at Norwalk**
- **The Pediatric Specialty Center at Long Wharf**
- **The Pediatric Specialty Center at YNHCH**
- **The pediatric oncology services at the Smilow Cancer Hospital**
- **Please note that the Pediatric Specialty Center at Greenwich is a part of Greenwich Hospital and data is not captured within the Yale-New Haven Hospital database.**

Pediatric Specialty Center at Norwalk (visits by service)

Visits at the Pediatric Specialty Center at Norwalk					
	Actual Volume (Last 3 Fys)			Actual FY Volume (After Provider-based Change)	
Service	FY2010	FY2011	FY12*	FY2013	Oct-Jan 2014
RESPIRATORY	NA	NA	0	52	73
ADOLESCENT	NA	NA	9	131	88
CARDIOLOGY	NA	NA	16	137	55
CRANIOFACIAL SURGERY	NA	NA	14	100	43
ENDOCRINOLOGY	NA	NA	58	645	232
GI	NA	NA	65	321	309
HEM/ONC	NA	NA	2	56	35
NEPHROLOGY	NA	NA	27	208	113
NEUROLOGY	NA	NA	18	151	87
NEUROSURGERY	NA	NA	16	55	0
ORTHOPEDICS	NA	NA	45	835	295
SURGERY	NA	NA	46	182	98
UROLOGY	NA	NA	101	439	284
		TOTAL	417	3312	1712
*FY12 includes data from July 2012 -September 2012. This site opened in July 2012.					
*FY13 includes data from the complete FY of October 2012 - September 2013.					
*FY14 includes data from October 2013 - January 2014.					

Source: RIMS (Decision Support)

Pediatric Specialty Center at Norwalk (visits by town)

Visits at the Pediatric Specialty Center at Norwalk by Town*

TOWN	2012	2013	2014	TOWN	2012	2013	2014	TOWN	2012	2013	2014	TOWN	2012	2013	2014	TOWN	2012	2013	2014
Norwalk	80	613	284	Meriden		10	10	Beacon Falls			2	Gaylordsville		2	1	Branford		8	
Stamford	53	477	213	New Milford	11	28	10	Bethany		6	2	Guilford	1	9	1	Deep River		1	
Bridgeport	37	249	130	Orange	3	15	10	Bozrah		1	2	Hartford			1	East Haddam		2	
Westport	20	180	110	Wallingford		7	9	Clinton		3	2	Jewett City			1	Franklin		1	
Fairfield	26	235	108	Waterbury	6	19	9	Derby	1	7	2	Kensington			1	Glastonbury		2	
Danbury	10	147	76	Brookfield	5	20	8	Falls Village			2	Litchfield		1	1	Groton		3	
Stratford	12	90	57	Madison		3	8	Kent		2	2	Manchester		1	1	Higganum	1		
Greenwich	11	96	55	Redding	2	17	8	Killingworth			2	Montville		2	1	Ledyard		1	
Darien	9	112	54	Oxford	1	4	6	Middletown			2	New Preston	4	4	1	Middlebury	1	1	
New York	11	52	50	Southbury	1	15	6	Old Lyme		4	2	Norwich		2	1	Middlefield		1	
New Canaan	16	113	47	Southport		4	6	Salem			2	Plainfield Village		1	1	Morris		1	
Trumbull	11	89	46	New Jersey	2	9	6	Southington			2	Plainville		1	1	Newington		2	
Wilton	9	83	43	Seymour	5	11	5	Waterford			2	Portland		1	1	North Branford		2	
Weston	7	93	39	Sherman		7	5	Watertown		5	2	Preston			1	North Stonington		1	
Ridgefield	10	69	27	Ansonia	2	10	4	Windsor Locks			2	Rocky Hill			1	Northford	1		
Easton	2	35	23	New Fairfield	1	9	4	Avon			1	Simsbury		1	1	Oakville		1	
Milford	2	22	22	New London		2	4	Bristol			1	Stonington		1	1	Old Mystic		2	
Bethel	4	32	19	Sandy Hook			4	Burlington			1	Uncasville		1	1	Prospect		1	
North Haven	2	23	18	Cheshire		6	3	Chester			1	Washington	1		1	Riverside		1	
New Haven	5	27	17	East Haven	2	17	3	Colchester		3	1	Wethersfield			1	Roxbury		1	
Shelton	3	29	15	Naugatuck	3	6	3	Cromwell			1	Windsor			1	South Windsor		1	
West Haven	3	26	15	New Britain		2	3	Durham	1	1	1	Wolcott		1	1	Torrington		2	
Hamden	3	22	13	Niantic			3	East Hampton		1	1	Yantic			1	West Hartford	1		
Newtown	7	26	13	Woodbridge	1	10	3	East Lyme		1	1	Navada			1	UNKNOWN	1	3	
Monroe	5	38	11	Woodbury	1	4	3	Gales Ferry			1	Bethlehem		1		Illinois		1	
																TOTALS	417	3312	1712

*FY12 includes data from July 2012 -September 2012. This site opened in July 2012.

*FY13 includes data from the complete FY of October 2012 - September 2013.

*FY14 includes data from October 2013 - January 2014.

Source: RIMS (Decision Support)

Pediatric Specialty Center at Long Wharf (visits by service)

Visits at the Pediatric Specialty Center at Long Wharf					
	Actual Volume (Last 3 Fys)			Actual FY Volume (After Provider-based Change)	
Service	FY2010	FY2011	FY2012	FY2013*	Oct-Jan 2014
ADOLESCENT COMPREHENSIVE	NA	NA	NA	286	124
CARDIOLOGY	NA	NA	NA	42	21
CRANIOFACIAL CLINIC	NA	NA	NA	635	332
DEVELOPMENTAL BEHAVIORAL	NA	NA	NA	307	188
ENDOCRINOLOGY	NA	NA	NA	1062	1230
GENETICS	NA	NA	NA	409	296
GI	NA	NA	NA	190	94
IMMUNO/ALLERGY	NA	NA	NA	827	522
INTERNATIONAL ADOPTION	NA	NA	NA	89	60
NEONATAL CLINIC	NA	NA	NA	22	160
NEPHROLOGY	NA	NA	NA	260	128
NEUROLOGY	NA	NA	NA	539	282
MDA CLINIC	NA	NA	NA	3	6
ORTHOPEDICS	NA	NA	NA	3305	1663
METABOLIC BONE CLINIC	NA	NA	NA	22	1
RESPIRATORY	NA	NA	NA	39	160
RHEUMATOLOGY	NA	NA	NA	7	1
UROLOGY	NA	NA	NA	1544	864
MFM	NA	NA	NA	6	6
YNH DRAW STATION LONG WHARF	NA	NA	NA	69	72
			TOTAL	9663	6210

*FY13 includes data from February 2012 - September 2012. This site became a provider-based location in February of 2013.

Source: RIMS (Decision Support)

Pediatric Specialty Center at Long Wharf (visits by town)

Visits at the Pediatric Specialty Center Long Wharf by Town*

TOWN	2013	2014	TOWN	2013	2014	TOWN	2013	2014	TOWN	2013	2014	TOWN	2013	2014
New Haven	1150	716	Bethany	34	23	Oakville	13	5	East Granby	2	1	Oneco	3	
North Haven	812	512	Newtown	46	23	South Windsor	5	5	East Windsor		1	Plymouth	5	
Bridgeport	569	366	Old Lyme	38	23	Stonington	6	5	Ellington	2	1	Weatogue	1	
West Haven	649	361	Killingworth	24	22	Willimantic	8	5	Essex	7	1	Woodstock	1	
Hamden	559	345	Old Saybrook	37	22	Brooklyn	2	4	Gaylordsville	1	1	Askansas	1	
East Haven	358	202	Westbrook	20	20	Burlington	3	4	Granby	3	1	California	1	
Milford	299	196	East Lyme	39	19	Cornwall	5	4	Hebron	3	1	Georgia	1	
Waterbury	234	173	Old Mystic	26	19	Haddam	2	4	Kent	2	1	Mississippi	1	
Wallingford	244	166	Bethel	26	18	Litchfield	7	4	Lakeville	3	1	Texas	1	
Meriden	202	131	Easton	19	17	Marlborough	7	4	Maryland	1	1	Vermont	1	
Stamford	176	128	Oxford	40	17	Middlefield	3	4	Mashantucket		1	Puerto Rico	1	
Branford	182	122	Prospect	19	17	Morris	8	4	Michigan		1	TOTAL	9663	6210
Stratford	214	113	Ledyard	19	16	New Fairfield	1	4	Moodus	3	1			
Trumbull	144	107	Simsbury	8	16	New Hampshire	1	4	New Hartford	3	1			
Norwalk	181	102	Niantic	24	15	Portland	7	4	Norfolk	1	1			
Shelton	175	97	Pawcatuck	16	15	Preston	4	4	North Franklin	1	1			
Cheshire	126	87	Brookfield	10	14	Tolland	10	4	North Granby		1			
Guilford	149	86	Watertown	21	14	Unionville	1	4	North Grosvenordale		1			
Fairfield	165	85	Massachusetts	29	14	Amston		3	Oakdale	1	1			
Ansonia	145	82	Beacon Falls	38	13	Bloomfield	1	3	Putnam	1	1			
Danbury	127	82	New Britain	26	13	Canton	2	3	Redding	7	1			
Groton	107	78	Bristol	16	11	Deep River	12	3	Riverside	1	1			
Seymour	99	75	Chester	11	11	Harwinton	1	3	Scotland		1			
Madison	103	73	Colchester	15	10	New Preston		3	Sherman	6	1			
Orange	117	70	Kensington	19	10	Newington	9	3	Somers		1			
Naugatuck	92	68	Uncasville	23	10	Plainville	3	3	Southport	4	1			
Clinton	70	57	East Haddam	4	9	Rocky Hill	10	3	Stafford Springs	2	1			
New London	124	55	East Hampton	10	9	Terryville	5	3	Tariffville		1			
Westport	57	51	Glastonbury	11	9	Vernon	7	3	Willington	4	1			
New York	79	43	Wethersfield	13	9	Windsor	5	3	Yantic	2	1			
North Branford	65	42	Enfield	1	8	Florida		3	unknown	3	1			
Monroe	54	41	Jewett City	13	8	Baltic		2	Maine		1			
Woodbridge	51	40	Manchester	8	8	Bethlehem	6	2	Pennsylvania		1			
Derby	72	39	Plainfield Village	4	8	East Hartford	2	2	Andover	1				
Northford	30	35	Wolcott	21	8	Falls Village		2	Barkhamsted	3				
Middletown	35	34	Woodbury	11	8	Higganum	12	2	Bolton	3				
Darien	36	33	Mansfield	4	7	Lebanon	2	2	Botsford	1				
Greenwich	32	30	Torrington	6	7	Mystic	3	2	Bozrah	7				
Waterford	36	30	New Jersey	6	7	North Stonington	4	2	Canaan	1				
Southington	61	29	Avon	8	6	Quaker Hill	2	2	Centerbrook	3				
Durham	23	27	Hartford	6	6	Salem	3	2	Colorado	1				
Norwich	67	27	Ivoryton	11	6	Sandy Hook	3	2	Coventry	2				
Gales Ferry	21	26	Middlebury	12	6	Sharon		2	Danielson	1				
West Hartford	20	26	Montville	11	6	Storrs	1	2	East Berlin	2				
Weston	24	26	Plantsville	17	6	Washington	8	2	Eastford	1				
New Canaan	38	25	Roxbury	6	6	Winsted	3	2	Franklin	3				
New Milford	34	25	Thomaston	7	6	Nevada		2	Goshen	2				
Southbury	33	25	Canterbury	9	5	Broad Brook		1	Hadlyme	1				
Ridgefield	25	24	Cromwell	8	5	Columbia		1	Hampton	1				
Wilton	23	24	Farmington	12	5	Cos Cob		1	Moosup	3				

*FY13 includes data from February 2012 - September 2012. This site became a provider-based location in February of 2013.
*FY14 includes data from October of 2013 - January of 2014.

Source: RIMS (Decision Support)

Pediatric Specialty Center at Yale-New Haven Children's Hospital (visits by service)

Visits at the Pediatric Specialty Center at Yale-New Haven Children's Hospital					
	Actual Volume (Last 3 Fys)			Actual FY Volume (After Provider-based Change)	
Service	FY2010	FY2011	FY2012	FY2013*	Oct-Jan 2014
ECHOCARDIOGRAPHY	NA	NA	NA	1206	662
PCC PEDIATRIC	NA	NA	NA	116	51
PED ENT	NA	NA	NA	199	127
PEDI ADULT CONGENITAL HEART	NA	NA	NA	0	2
PEDI BLOOD DRAW WP2	NA	NA	NA	366	279
PEDI CARDIOLOGY	NA	NA	NA	655	354
PEDI CARDIOTHORACIC SURGERY	NA	NA	NA	64	37
PEDI COMMUNICATIONS DISORDER	NA	NA	NA	615	339
ENDOCRINOLOGY	NA	NA	NA	1112	610
GENETICS CLINIC	NA	NA	NA	283	171
GI	NA	NA	NA	1388	728
HEPATOLOGY	NA	NA	NA	13	21
HEM/ONC	NA	NA	NA	200	64
IMMUNO/ALLERGY	NA	NA	NA	124	106
IMMUNOLOGY	NA	NA	NA	60	34
INFECTIOUS DISEASE	NA	NA	NA	107	83
NEPHROLOGY	NA	NA	NA	842	356
NEUROLOGY	NA	NA	NA	622	371
RESPIRATORY	NA	NA	NA	362	344
RHEUMATOLOGY SERVICE	NA	NA	NA	502	224
PEDI TREATMENT CENTER	NA	NA	NA	339	184
UROLOGY	NA	NA	NA	86	50
PEDIATRIC SURGERY	NA	NA	NA	1139	721
NEUROSURGERY	NA	NA	NA	621	343
TRANSPLANT	NA	NA	NA	68	55
			TOTAL	11089	6316

*FY13 includes data from February 2012 - September 2012. This site became a provider-based location in February of 2013.

Source: RIMS (Decision Support)

Pediatric Specialty Center at Yale-New Haven Children's Hospital (visits by town)

Visits at the Pediatric Specialty Center Yale-New Haven Children's Hospital by Town*

TOWN	2013	2014	TOWN	2013	2014	TOWN	2013	2014	TOWN	2013	2014	TOWN	2013	2014
New Haven	1244	750	Wilton	51	22	South Windsor	15	6	Stonington	11	2	South Windham	1	
North Haven	763	471	Beacon Falls	41	21	Wethersfield	12	6	Unionville	1	2	Stafford Springs	2	
Bridgeport	704	394	Prospect	42	21	Willimantic	5	6	Washington	4	2	Storrs	1	
West Haven	565	317	Westbrook	33	21	Bethlehem	6	5	Arizona		2	Tariffville	2	
Hamden	551	315	Bethel	31	19	East Granby	2	5	Barkhamsted	3	1	Voluntown	5	
Milford	331	194	East Lyme	27	19	East Hartland	7	5	Bloomfield	3	1	Alabama	1	
Waterbury	277	168	Killingworth	27	19	Middlefield	10	5	Bridgewater	1	1	Florida	4	
East Haven	278	154	Glastonbury	22	18	North Stonington	8	5	Canaan	2	1	Illinois	2	
Stratford	226	148	Oakville	18	18	Thomaston	20	5	Centerbrook	2	1	Maine	1	
Meriden	271	144	Easton	40	17	Winsted	10	5	Falls Village	2	1	North Carolina	2	
Stamford	259	134	Gales Ferry	23	17	Avon	8	4	Hebron	2	1	Oregon	2	
Wallingford	299	134	Old Saybrook	38	17	Burlington	7	4	Lebanon	7	1	Rhode Island	5	
Fairfield	200	126	Weston	60	17	East Haddam	3	4	Marion		1	Tennessee	2	
Norwalk	189	119	Bristol	38	16	Plainfield Village	17	4	Mashantucket	2	1	Texas	2	
Trumbull	199	115	Puerto Rico	20	16	Sandy Hook	3	4	Moosup		1	TOTAL	11089	6316
Cheshire	157	111	Essex	12	15	Weatogue	8	4	Quaker Hill	1	1			
Branford	209	104	Massachusetts	19	15	Windsor Locks	3	4	Riverside	3	1			
Danbury	181	99	Uncasville	21	14	unknown	6	4	Scotland		1			
Shelton	196	99	Watertown	16	14	Amston	5	3	Sherman	7	1			
Guilford	155	97	Brookfield	30	13	Bozrah	6	3	Sterling	5	1			
Madison	109	81	West Hartford	14	13	Farmington	6	3	Thompson	4	1			
New London	154	81	Plainville	5	12	Goshen	2	3	Tolland	3	1			
New York	116	73	Wolcott	29	12	Harwinton	2	3	Windsor	1	1			
Ansonia	179	68	Chester	21	11	Marlborough	4	3	California		1			
Groton	73	67	New Britain	32	11	Morris	1	3	Georgia		1			
Naugatuck	104	65	Montville	23	10	New Hartford	13	3	New Mexico		1			
Seymour	96	59	Redding	22	10	Newington	13	3	Vermont		1			
Woodbridge	87	59	Vernon	9	10	Rocky Hill	3	3	Andover	1				
North Branford	93	56	Colchester	12	9	Simsbury	14	3	Ashford	4				
Clinton	94	54	Deep River	17	9	Suffield		3	Baltic	2				
Orange	126	53	East Hartford	9	9	Terryville	8	3	Canton	4				
Westport	114	49	Ledyard	26	9	Woodstock	3	3	Colebrook	2				
Derby	92	48	Niantic	17	9	Virginia	1	3	Columbia	2				
Monroe	79	44	Old Mystic	21	9	Brooklyn		2	Cornwall	1				
Norwich	61	37	Torrington	18	9	Coventry	6	2	Crystal Lake	3				
Bethany	56	36	New Jersey	26	9	Ellington	3	2	Danielson	2				
Southbury	40	36	East Hampton	7	8	Franklin	1	2	East Windsor	3				
Darien	51	33	Kensington	12	8	Gaylordsville	2	2	Granby	1				
Middletown	39	32	Middlebury	13	8	Ivoryton	2	2	Hadlyme	2				
Oxford	60	31	Salem	17	8	Litchfield	6	2	Kent	4				
New Canaan	48	29	Enfield	17	7	Mansfield	1	2	Killingly	2				
Durham	29	28	Jewett City	21	7	North Grosvenordale	2	2	Lakeville	1				
Greenwich	57	28	Pawkatuck	6	7	Plantsville	5	2	New Preston	1				
Ridgefield	56	28	Woodbury	13	7	Plymouth	2	2	Northfield	3				
Newtown	55	27	Canterbury	6	6	Portland	2	2	Pomfret	1				
Southington	79	27	Cromwell	11	6	Preston	7	2	Putnam	1				
Waterford	33	25	Hartford	22	6	Roxbury	1	2	Rocky Hill	1				
Northford	38	23	Higganum	20	6	Salisbury		2	Sharon	3				
Old Lyme	51	23	Manchester	14	6	Salmon Brook	4	2	Somers	2				
New Milford	40	22	New Fairfield	13	6	Southport	6	2	South Lyme	1				

*FY13 includes data from February 2012 - September 2012. This site became a provider-based location in February of 2013.
*FY14 includes data from October of 2013 - January of 2014.

Source: RIMS (Decision Support)

Yale-New Haven Hospital Pediatric Visits at Smilow Hospital (visits by service)

The Smilow Cancer Hospital offers oncology physician services and chemotherapy infusion services for pediatric patients. It is connected to the Yale-New Haven Children's Hospital.

Yale-New Haven Hospital Pediatric Visits at Smilow Hospital					
	Actual Volume (Last 3 Fys)			Actual FY Volume (After Provider-based Change)	
Service	FY2010	FY2011	FY2012	FY2013*	Oct-Jan 2014**
Infusion ONLY	1592	6292	6072	2080	NA
All Other Hem/ONC Visits	NA	NA	NA	4031	2009
TOTAL	1592	6292	6072	6111	2009
*In February of 2013, the MD visits at this site became a provider-based site of YNHH. Since that time, the provider-based MD visits and infusions are counted together. The FY13 infusion data includes infusion related visits from October of 2012 to February of 2013. The heme/onc visits represents data after the provider based change in February of 2013, and includes both the infusion and MD visits from February 2013 - September 2013.					
**The infusion and MD visits are counted together here as explained above.					

Source: RIMS (Decision Support)

Yale-New Haven Hospital Pediatric Visits at Smilow Hospital (visits by town)

Yale-New Haven Hospital Pediatric Visits at Smilow Hospital by Town

TOWN	2010	2011	2012	2013	2014
Bridgeport	113	603	612	704	294
North Haven	55	219	158	339	149
Stamford	72	359	300	388	123
New Haven	123	440	465	471	108
West Haven	49	253	214	226	105
Stratford	111	257	190	253	90
Waterbury-	39	173	172	130	75
Norwalk	62	250	246	180	59
Hamden	64	270	164	196	51
Greenwich	31	74	77	70	50
Orange	34	50	34	159	49
Darien	4	36	68	106	46
Shelton	23	248	156	94	46
Fairfield	24	118	131	152	41
Milford	78	277	300	151	41
Trumbull	22	158	227	192	37
East Haven	26	150	86	121	36
Wallingford	64	131	129	173	35
Naugatuck		35	79	63	29
New York	3	59	78	53	29
Easton	34	41	55	33	26
Danbury	41	162	136	101	23
Woodbridge	2	10	7	42	23
Ansonia	1	39	156	117	22
Southington		4	21	27	22
Wilton		45	29	21	20
Seymour	23	96	55	40	19
North Branford	1	7	28	25	18
Westport	37	171	124	127	18
Wolcott	1	4	14	104	18
Meriden	52	109	124	142	16
Woodbury		1	1	82	15
Sherman		6	28	34	14
Bristol	1	2	5	42	12
Norwich		28	47	48	12
Ridgefield	53	146	116	85	12
Weston	9	81	116	40	12
Bethany	2	42	41	35	10
Guilford	2	4	7	25	10
Oxford	19	94	64	26	10
New London	1	15	25	5	9
Hartford		22	3	29	8
New Canaan	41	78	25	19	8
New Milford	12	29	21	16	8
Madison	18	45	38	40	7
Monroe	2	15	8	10	7
New Britain		3	4	11	7
Cheshire	42	84	69	52	6
Clinton		9	5	8	6

TOWN	2010	2011	2012	2013	2014
Newtown	8	51	58	33	6
Derby	9	46	30	23	5
Groton		16	68	10	5
Jewett City	1	4	7	4	5
Old Saybrook		2	2		5
Southbury	20	30	21	13	5
Beacon Falls	19	23	15	10	4
Bethel	7	33	60	9	4
Branford	4	84	69	23	4
Niantic	5	2		5	4
Prospect		14	2	3	4
Salem		2		31	4
Avon		2		3	3
Brookfield		5	25	14	3
Colchester		2	1	2	3
Gales Ferry		37	22	6	3
Ledyard				1	3
Waterford		4	2	4	3
West Hartford		9	8	3	3
Puerto Rico		10	2	1	3
Bridgewater		2	2		2
Centerbrook					2
Middlebury	33	34	35	10	2
Northford		1	3	10	2
Old Mystic			3	1	2
Redding		3	1	3	2
Pennsylvania		1	23	4	2
Bozrah		2	4	3	1
Coventry		2			1
Deep River		2	3		1
Durham		55	76	63	1
East Hampton					1
East Hartford					1
Glastonbury	1	3	1	1	1
Lebanon	1	4	2	6	1
Manchester	3	6		4	1
Middletown		4	36	5	1
Montville			2	18	1
Morris				2	1
New Fairfield	2	8	48	22	1
Old Lyme	1		2	5	1
Plainfield Village					1
Quaker Hill					1
South Windsor		2	7	3	1
Uncasville	15	4	3	1	1
Washington	10	2	5	2	1
Watertown		7	4	9	1
Wethersfield		1	2	1	1
Willimantic		2	1	5	1

TOWN	2010	2011	2012	2013	2014
Windsor		12		47	1
unknown			2	5	1
California		2	3	25	1
Bantam	1				
Bethlehem	1	1	1		
Brooklyn			1		
Chester		1		1	
Cobalt			1		
Collinsville		2	9	3	
Cromwell	1				
Crystal Lake				1	
East Granby				1	
East Lyme		5	8	2	
Ellington		3	1		
Essex		1		1	
Farmington		1	1		
Franklin			1		
Goshen	20	12	2	1	
Haddam				2	
Hebron	6	53	37		
Killingworth		3	1		
Lakeville			4	2	
Litchfield		6	2	1	
Middlefield			1		
Moosup		1		1	
New Hampshire		1	1		
Newington		2		1	
Oakville		1	2	4	
Pawkatuck		2			
Plainville				3	
Preston		1	1		
Rocky Hill		1	14	2	
Roxbury	30	25	7	1	
Scotland		1			
Simsbury		1	1	1	
Somers		2	2		
Southport				1	
Stonington		39	14	7	
Suffield		1			
Terryville		3	2	2	
Thomaston		17	1		
Torrington		1		1	
Unionville		4	3	1	
Vernon		1	6	3	
Versailles			1		
Voluntown		1	1		
Westbrook				2	
Winsted		1	1		
Florida			3		

TOWN	2010	2011	2012	2013	2014
Maine		3			
Massachusetts				1	
New Jersey		2	5	3	
Rhode Island	1	5	4	1	
Texas	1				
Out of US	1	1	15	1	
TOTAL	1592	6292	6072	6111	2009

Source: RIMS (Decision Support)

Pediatric Specialty Center at Greenwich

Please note that this Pediatric Specialty Center is a part of Greenwich Hospital and data is not captured within the Yale-New Haven Hospital database.

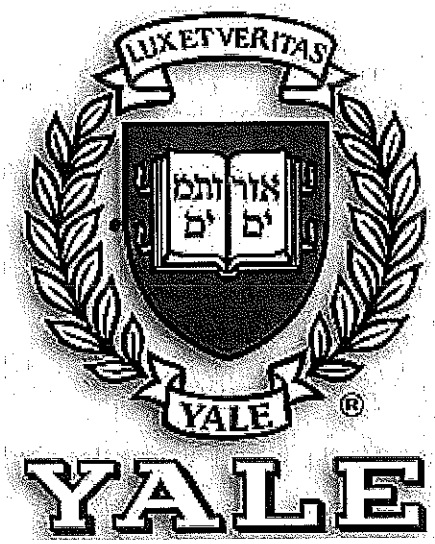
Exhibit III

The New Haven Register (http://www.nhregister.com)

Children's Hospital combines fetal, pediatric centers at Long Wharf

By Ed Stannard, New Haven Register

Thursday, March 13, 2014



NEW HAVEN >> Expectant mothers and their children, especially those with prenatal medical issues, now have one place to go for their care.

Yale-New Haven Children's Hospital has combined its Maternal Fetal Medicine Center and Pediatric Specialty Center into one gleaming facility at 1 Long Wharf, bringing the latest in technology and comfort together for the first time.

"We're just thrilled to bring together two of the most important programs we have at Yale-New Haven" offering an "increased array of medical and pediatric specialists," said Cynthia Sparer, senior vice president of Yale-New Haven Hospital and executive director of the Children's Hospital. She spoke Wednesday evening at the ceremonial ribbon cutting.

From congenital heart defects to cleft palate, spina bifida, conjoined twins and many more complex disorders, the doctors, nurses and staff at the new center will be able to address them.

"A significant number of our patients have fetuses with congenital abnormalities that will require treatment after birth," said Dr. Mert Ozan Bahtiyar, associate professor of obstetrics, gynecology and reproductive sciences and nursing at the Children's Hospital and Yale School of Medicine, in a press release. "Our multidisciplinary team of pediatric specialists takes care of these patients from the time of the fetal diagnosis to delivery and through their post-natal period, and the team continues to treat these babies into adolescence and adulthood. The patient receives true continuity of care."

Sparer said the pediatric center is now doubled in size, which "reflects the enormous growth of our programs within Children's. … On the other side of the wall is an array of medical, pediatric and specialist (doctors) who can immediately get involved, welcome the women, their children and their families to something we can all be very proud of."

"Rather than have our patients come see one doctor, come back and see another, you can unify that care (and) have a more cohesive plan for the family," said Dr. David Stitelman, a pediatric surgeon at Children's.

In addition to its ability to offer complete care for the mother, fetus and children, the new center also offers convenience: a spot right off exit 46 of Interstate 95 in the old Seamco building, with free parking.

"What is really palpable is the sense of excitement when you walk around," said Richard D'Aquila, president of Yale-New Haven. "The whole concept of a destination hospital ... that's what this epitomizes. The whole sense of patient-centeredness ... What a difference this will make for patients."

Call Ed Stannard at 203-789-5743. Have questions, feedback or ideas about our news coverage? Connect directly with the editors of the New Haven Register at AskTheRegister.com.

URL: http://www.nhregister.com/general-news/20140313/childrens-hospital-combines-fetal-pediatric-centers-at-long-wharf

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Exhibit IV

Yale-New Haven Hospital
(All dollars are in thousands)
Proposal for the Termination of the Guilford Children's Hospital Clinic

Total Facility: Description	FY 2012 Actual Results	FY 2013 Projected with CON	FY 2013 Projected Incremental	FY 2013 Projected w/out CON	8 Months FY 2014 Projected with CON	FY 2014 Projected Incremental	12 Months FY 2014 Projected w/out CON	FY 2015 Projected with CON	FY 2015 Projected Incremental	FY 2015 Projected w/out CON	FY 2016 Projected with CON	FY 2016 Projected Incremental	FY 2016 Projected w/out CON
Net Patient Revenue													
Non- Government	$ 1,697	$ 1,866	$ -	$ 1,866	$ 966	$ 483	$ 1,449	$ -	$ -	$ 1,521	$ -	$ -	$ 1,598
Medicare	-	-	-	-	-	-	-	-	-	-	-	-	-
Medicaid and Other Medical Assistance	207	169	-	169	171	85	256	-	-	256	-	-	256
Other Government	39	40	-	40	179	89	268	-	-	268	-	-	268
Total Net Patient Revenue	$ 1,943	$ 2,075	$ -	$ 2,075	$ 1,316	$ 657	$ 1,973	$ -	$ -	$ 2,045	$ -	$ -	$ 2,122
Other Operating Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Revenue from Operations	$ 1,943	$ 2,075	$ -	$ 2,075	$ 1,316	$ 657	$ 1,973	$ -	$ -	$ 2,045	$ -	$ -	$ 2,122
Salaries and Fringe Benefits	$ 315	$ 309	$ -	$ 309	$ 267	$ 134	$ 401	$ -	$ -	$ 413	$ -	$ -	$ 426
Professional / Contracted Services	1,048	1,075	-	1,075	652	326	978	-	-	1,002	-	-	1,028
Supplies and Drugs	34	23	-	23	13	7	20	-	-	21	-	-	21
Bad Debts	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Operating Expense	736	1,526	-	1,526	720	360	1,080	-	-	1,123	-	-	1,168
Subtotal	$ 2,133	$ 2,933	$ -	$ 2,933	$ 1,652	$ 827	$ 2,479	$ -	$ -	$ 2,560	$ -	$ -	$ 2,643
Depreciation/Amortization	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Lease Expense	230	242	-	242	169	85	254	-	-	264	-	-	275
Total Operating Expense	$ 2,363	$ 3,175	$ -	$ 3,175	$ 1,821	$ 912	$ 2,733	$ -	$ -	$ 2,824	$ -	$ -	$ 2,918
Gain/(Loss) from Operations	$ (420)	$ (1,100)	$ -	$ (1,100)	$ (505)	$ (255)	$ (760)	$ -	$ -	$ (778)	$ -	$ -	$ (797)
Plus: Non-Operating Revenue	$ -	$ -	$ -	$ -	$ -		$ -	$ -		$ -	$ -	$ -	$ -
Revenue Over/(Under) Expense	$ (420)	$ (1,100)	$ -	$ (1,100)	$ (505)	$ (255)	$ (760)	$ -	$ -	$ (778)	$ -	$ -	$ (797)
Number of FTE's	7.80	7.80	-	7.80	7.80	-	7.80	-	-	7.80	-	-	7.8
Inpatient Cases	-	-	-	-	-	-	-	-	-	-	-	-	-
Patient Days	-	-	-	-	-	-	-	-	-	-	-	-	-
Outpatient encounters	1,986	2,666	-	2,666	1,994	-	2,991	-	-	2,991	-	-	2,991

Notes:
1) FY2014 projected with CON represents 8 months of activity.

Yale-New Haven Hospital

Please provide three years of projections of incremental revenue, expense and volume statistics **attributable to the proposal** in the following reporting format:

Type of Service Description	Hem/Onc.
Type of Unit Description:	Visits/Treatments
# of Months in Operation	4

Year 1 - 2014 (4 Months) **FY Projected Incremental** Total Incremental Expenses:	(1) **$912**	(2) Rate	(3) Units	(4) Gross Revenue Col. 2 * Col. 3	(5) Allowances/ Deductions	(6) Charity Care	(7) Bad Debt	(8) Net Revenue Col.4 - Col.5 -Col.6 - Col.7	(9) Operating Expenses Col. 1 Total * Col. 4 / Col. 4 Total	(10) Gain/(Loss) from Operations Col. 8 - Col. 9
Total Facility by Payer Category:										
Medicare		$659	-	$0	$0			$0	$0	$0
Medicaid		$659	279	$184	$0			$184	$255	($71)
CHAMPUS/TriCare		$659	40	$26	$0			$26	$37	($10)
Total Governmental			319	$210	$0	$0	$0	$210	$292	($82)
Commercial Insurers		$659	678	$447	$0			$447	$620	($173)
Uninsured		$659	-	$0	$0	$0	$0	$0	$0	$0
Total NonGovernment		$659	678	$447	$0	$0	$0	$447	$620	($173)
Total IP All Payers		$659	997	$657	$0	$0	$0	$657	$912	($255)

Yale-New Haven Hospital

Please provide three years of projections of incremental revenue, expense and volume statistics **attributable to the proposal** in the following reporting format:

Type of Service Description	Hem/Onc.
Type of Unit Description:	Visits/Treatments
# of Months in Operation	12

Year 2 - 2015 **FY Projected Incremental** Total Incremental Expenses:	(1) **$0**	(2) Rate	(3) Units	(4) Gross Revenue Col. 2 * Col. 3	(5) Allowances/ Deductions	(6) Charity Care	(7) Bad Debt	(8) Net Revenue Col.4 - Col.5 -Col.6 - Col.7	(9) Operating Expenses Col. 1 Total * Col. 4 / Col. 4 Total	(10) Gain/(Loss) from Operations Col. 8 - Col. 9
Total Facility by Payer Category:										
Medicare		$0	-	$0	$0			$0	$0	$0
Medicaid		$0	-	$0	$0			$0	$0	$0
CHAMPUS/TriCare		$0	-	$0	$0			$0	$0	$0
Total Governmental			0	$0	$0	$0	$0	$0	$0	$0
Commercial Insurers		$0	0	$0	$0			$0	$0	$0
Uninsured		$0	-	$0	$0	$0	$0	$0	$0	$0
Total NonGovernment		$0	-	$0	$0	$0	$0	$0	$0	$0
Total All Payers		$0	-	$0	$0	$0	$0	$0	$0	$0

Note: There is no incremental volume for this Termination

Yale-New Haven Hospital

Please provide three years of projections of incremental revenue, expense and volume statistics **attributable to the proposal** in the following reporting format:

Type of Service Description	Hem/Onc.
Type of Unit Description:	Visits/Treatments
# of Months in Operation	12

Year 3 - 2016 **FY Projected Incremental** Total Incremental Expenses:	(1) **$0**	(2) Rate	(3) Units	(4) Gross Revenue Col. 2 * Col. 3	(5) Allowances/ Deductions	(6) Charity Care	(7) Bad Debt	(8) Net Revenue Col.4 - Col.5 -Col.6 - Col.7	(9) Operating Expenses Col. 1 Total * Col. 4 / Col. 4 Total	(10) Gain/(Loss) from Operations Col. 8 - Col. 9
Total Facility by Payer Category:										
Medicare		$0	-	$0	$0			$0	$0	$0
Medicaid		$0	-	$0	$0			$0	$0	$0
CHAMPUS/TriCare		$0	-	$0	$0			$0	$0	$0
Total Governmental			0	$0	$0	$0	$0	$0	$0	$0
Commercial Insurers		$0	0	$0	$0			$0	$0	$0
Uninsured		$0	-	$0	$0	$0	$0	$0	$0	$0
Total NonGovernment		$0	-	$0	$0	$0	$0	$0	$0	$0
Total All Payers		$0	-	$0	$0	$0	$0	$0	$0	$0

Note: There is no incremental volume for this Termination

YALE-NEW HAVEN HOSPITAL

Proposal for the Termination of the Guilford Children's Clinic
Yale-New Haven Hospital
Assumptions

Net Revenue Rate Increases	FY 2015	FY 2016
1) Government	0.0 - 1.0%	0.0 - 1.0%
2) Non-Government	5.0%	5.0%

	FY 2015	0	FY 2016
EXPENSES			
A. Salaries and Fringe Benefits	3.1%		3.1%
B. Non-Salary			
1) Medical and Surgical Supplies	3.5%		3.5%
2) Pharmacy and Solutions	3.5%		3.5%
3) Malpractice Insurance	4.0%		4.0%
4) Professional and Contracted Services	2.5%		2.5%
5) All Other Expenses	3 - 5%		3 - 5%

	FY 2015	FY 2016
FTEs		
1) Total estimated FTEs	7.8	7.8

Note - The above increase projections reflect all changes relating to Medicare and Medicaid reimbursement regulations.

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Office of Health Care Access

April 22, 2014 VIA FACSIMILE ONLY

Nancy Rosenthal
Sr. Vice President-Health Systems Development
Yale-New Haven Hospital
20 York Street
New Haven, CT 06510

RE: Certificate of Need Application, Docket Number 13-31880-CON
Yale-New Haven Hospital
Discontinuation of Services at Yale-New Haven Hospital Pediatric Specialty Center at Guilford
Certificate of Need Application Deemed Complete

Dear Ms. Rosenthal,

This letter is to inform you that, pursuant to Section 19a-639a (d) of the Connecticut General Statutes, the Office of Health Care Access has deemed the above-referenced application complete as of April 16, 2014.

If you have any questions regarding this matter, please feel free to contact me at (860) 418-7035.

Sincerely,

Paolo Fiducia
Associate Health Care Analyst

* * * COMMUNICATION RESULT REPORT (APR. 22. 2014 11:23AM) * * *

FAX HEADER:

TRANSMITTED/STORED : APR. 22. 2014 11:23AM

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REASON FOR ERROR
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STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF HEALTH CARE ACCESS

FAX SHEET

TO: NANCY ROSENTHAL

FAX: 12038634736

AGENCY: YALE-NEW HAVEN HOSPITAL

FROM: PAOLO FIDUCIA

DATE: 04/22/2014 **Time:** 11:00 am

NUMBER OF PAGES: 2
(including transmittal sheet

Comments:
13-31880-
CON Deemed
Complete
Letter

PLEASE PHONE IF THERE ARE ANY TRANSMISSION PROBLEMS.

Phone: (860) 418-7001 ***Fax: (860) 418-7053***

410 Capitol Ave., MS#13HCA
P.O.Box 340308
Hartford, CT 06134

Visits to Pediatric Specialty Center at Guilford

Visits by Service	10/1/2012 (start date) to 9/30/2013 (end date)	10/1/2013 (start date) to 5/31/2014 (end date)
Chemotherapy Infusion*	983	595
Hematology/Oncology^	636	536
Cardiology^	124	158
Endocrinology^	281	222
Gastroenterology^	33	23
Respiratory^	77	48

*Chemo infusions are also offered at the Smilow Cancer Hospital and will be offered at the Pediatric Specialty Center in Trumbull which opened in June of 2014.

^Hem/onc, cardiology, endocrinology, gastroenterology, and respiratory services became provider-based sites of the hospital at this location in February of 2013, and are also offered at the Pediatric Specialty Center at the Yale-New Haven Children's Hospital, the Pediatric Specialty Center at Long Wharf, and the Pediatric Specialty Center at Trumbull which opened in June of 2014. Hem/Onc services are also available at the Smilow Cancer Hospital.

Derived from billing department which counts billed visit volume.

RECEIVED
JUL - 2 2014
Office of
HEALTHCARE ACCESS

Visits at Smilow Cancer Hospital

Visits by Service	10/1/2012 (start date) to 9/30/2013 (end date)
Chemotherapy Infusion*	2901
Hematology/Oncology^	4031
Cardiology^	0
Endocrinology^	0
Gastroenterology^	0
Respiratory^	0

*Chemo infusions will also be offered at the the Pediatric Specialty Center in Trumbull which c

^Hem/onc, cardiology, endocrinology, gastroenterology, and respiratory services became provi location in February of 2013, and are also offered at the Pediatric Specialty Center at the Yale- Pediatric Specialty Center at Long Wharft, and the Pediatric Specialty Center at Trumbull whic Hem/Onc services are also available at the Smilow Cancer Hospital.

Derived from billing department which counts billed visit volume.

Visits to Pediatric Specialty Center at Long Wharf

Visits by Service	10/1/2012 (start date) to 9/30/2013 (end date)	10/1/2013 (start date) to 5/31/2014 (end date)
Chemotherapy Infusion*	0	0
Hematology/Oncology^	0	0
Cardiology^	42	36
Endocrinology^	1062	1643
Gastroenterology^	190	220
Respiratory^	39	302

*Chemo infusions are also offered at the Smilow Cancer Hospital and will be offered at the Pediatric Specialty Center in Trumbull which opened in June of 2014.

^Hem/onc, cardiology, endocrinology, gastroenterology, and respiratory services became provider-based sites of the hospital at this location in February of 2013, and are also offered at the Pediatric Specialty Center at the Yale-New Haven Children's Hospital, and the Pediatric Specialty Center at Trumbull which opened in June of 2014. Hem/Onc services are also available at the Smilow Cancer Hospital.

Derived from billing department which counts billed visit volume.

Visits to Pediatric Specialty Center at the Yale New Haven Children's Hospital

Visits by Service	10/1/2012 (start date) to 9/30/2013 (end date)	10/1/2013 (start date) to 5/31/2014 (end date)
Chemotherapy Infusion*	0	0
Hematology/Oncology^	200	117
Cardiology^	655	642
Endocrinology^	1112	995
Gastroenterology^	1388	1221
Respiratory^	362	544

*Chemo infusions are also offered at the Smilow Cancer Hospital and will be offered at the Pediatric Specialty Center in Trumbull which opened in June of 2014.

^Hem/onc, cardiology, endocrinology, gastroenterology, and respiratory services became provider-based sites of the hospital at this location in February of 2013, and are also offered at the Pediatric Specialty Center at Long Wharf and the Pediatric Specialty Center at Trumbull which opened in June of 2014. Hem/Onc services are also available at the Smilow Cancer Hospital.

Derived from billing department which counts billed visit volume.

YALE-NEW HAVEN CHILDREN'S HOSPITAL

Pediatric Specialty Centers

Specialties/Sites	Guilford	Smilow 7	WP2	Long Wharf	Norwalk	Trumbull
Adolescent Comp						
Adoption						
Allergy/Immun						
Cardiology						
CT Surgery						
Craniofacial Surgery						
Develop/Behav						
Endocrinology						
ENT						
Genetics						
Gastroenterology						
Heme/Oncology			Heme only			
Infect. Disease						
Nephrology						
Infusion Centers			No Onc			Heme/Onc
Neurology						
Neurosurgery						
Ophthalmology						
Orthopedics						
Pediatric Surgery						
Respiratory						
Rheumatology						
Urology						

Specialty at site

In development

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
Office of Health Care Access

July 9, 2014

Nancy Rosenthal
Yale-New Haven Hospital
Senior VP, Health Systems Development
20 York Street
New Haven, CT 06510

RE: Certificate of Need Application, Docket Number 13-31880-CON
Yale-New Haven Hospital
Discontinuation of Services at the Yale-New Haven Hospital Pediatric Specialty Center at Guilford

Dear Ms. Rosenthal,

With the receipt of the completed Certificate of Need ("CON") application information submitted by Yale-New Haven Hospital ("Applicant") on April 16, 2014, the Office of Health Care Access ("OHCA") has initiated its review of the CON application identified above.

Pursuant to General Statutes § 19a-639a (f), OHCA may hold a hearing with respect to any Certificate of Need application.

This hearing notice is being issued pursuant to General Statutes § 19a-639a (f)

Applicant:	Yale-New Haven Hospital
Docket Number:	13-31880-CON
Proposal:	Discontinuation of Services at the Yale-New Haven Hospital Pediatric Specialty Center at Guilford

Notice is hereby given of a public hearing to be held in this matter to commence on:

Date: July 24. 2014

Time: 3:00 p.m.

Place: Shoreline Medical Center
111 Gooselane, Conference Room (SM 1412)
Guilford, CT 06437

The Applicant is designated as party in this proceeding. Enclosed for your information is a copy of the hearing notice for the public hearing that will be published in the *New Haven Register* pursuant to General Statutes § 19a-639a (f).

Sincerely,

Kimberly R. Martone
Director of Operations

Enclosure

cc: Henry Salton, Esq., Office of the Attorney General
Marianne Horn, Department of Public Health
Kevin Hansted, Department of Public Health
Wendy Furniss, Department of Public Health
Marielle Daniels, Connecticut Hospital Association

KRM: PF:lmg

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Office of Health Care Access

July 9, 2014 Requisition # 45804

New Haven Register
40 Sargent Street
New Haven, CT 06531-0715

Gentlemen/Ladies:

Please make an insertion of the attached copy, in a single column space, set solid under legal notices, in the issue of your newspaper by no later than **Thursday, July 10, 2014**. Please provide the following **within 30 days** of publication:

- Proof of publication (copy of legal ad. acceptable) showing published date along with the invoice.

If there are any questions regarding this legal notice, please contact Kaila Riggott at (860) 418-7001.

KINDLY RENDER BILL IN DUPLICATE ATTACHED TO THE TEAR SHEET.

Sincerely,

Kimberly R. Martone
Director of Operations

Attachment

cc: Danielle Pare, DPH
Marielle Daniels, Connecticut Hospital Association

KRM:PF:lmg

New Haven Register **July 9, 2014**
Notice of Public Hearing, Docket Number 13-31880-CON

PLEASE INSERT THE FOLLOWING:

Office of Health Care Access Public Hearing

Statute Reference:	19a-638
Applicant:	Yale-New Haven Hospital
Town:	Guilford
Docket Number:	13-31880-CON
Proposal:	Discontinuation of Services at the Yale-New Haven Hospital Pediatric Specialty Center at Guilford
Date:	July 24, 2014
Time:	3:00 p.m.
Place:	Shoreline Medical Center 111 Gooselane, Conference Room (SMC 1412) Guilford, CT 06437

Any person who wishes to request status in the above listed public hearing may file a written petition no later than July 18, 2014 (5 calendar days before the date of the hearing) pursuant to the Regulations of Connecticut State Agencies §§ 19a-9-26 and 19a-9-27. If the request for status is granted, such person shall be designated as a Party, an Intervenor or an Informal Participant in the above proceeding. Please check OHCA's website at **www.ct.gov/ohca** for more information or call OHCA directly at (860) 418-7001. If you require aid or accommodation to participate fully and fairly in this hearing, please phone (860) 418-7001.

* * * COMMUNICATION RESULT REPORT (JUL. 10. 2014 9:30AM) * * *

FAX HEADER:

TRANSMITTED/STORED : JUL. 10. 2014 9:29AM

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REASON FOR ERROR
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E-3) NO ANSWER
E-4) NO FACSIMILE CONNECTION

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF HEALTH CARE ACCESS

FAX SHEET

TO: NANCY ROSENTHAL

FAX: (203) 863-4736

AGENCY: YALE-NEW HAVEN HOSPITAL

FROM: PAOLO FIDUCIA

DATE: 7/10/14

NUMBER OF PAGES: 5
(including transmittal sheet

Comments: DN: 13-31880-CON Hearing Notice

PLEASE PHONE IF THERE ARE ANY TRANSMISSION PROBLEMS.

Phone: (860) 418-7001 ***Fax: (860) 418-7053***

410 Capitol Ave., MS#13HCA
P.O.Box 340308
Hartford, CT 06134

Greer, Leslie

From: Laurie <Laurie@graystoneadv.com>
Sent: Wednesday, July 09, 2014 3:32 PM
To: Greer, Leslie
Subject: FW: Hearing Notice DN: 13-31880-CON
Attachments: 13-31880p NH Register.doc

Your legal notice is all set to run as follows:

New Haven Register, 7/10 issue - $447.92

Thanks,
Laurie Miller

Graystone Group Advertising
2710 North Ave., Ste 200, Bridgeport, CT 06604
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email: laurie@graystoneadv.com
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From: <Greer>, Leslie <Leslie.Greer@ct.gov>
Date: Wednesday, July 9, 2014 11:41 AM
To: ads <ads@graystoneadv.com>
Subject: Hearing Notice DN: 13-31880-CON

Please run the attached hearing notice in the New Haven Register in tomorrow's newspaper. For billing, refer to requisition 45804 and please forward a copy of the "proof of publication" when it becomes available.

Thank you,

Leslie M. Greer
CT Department of Public Health
Office of Health Care Access
410 Capitol Avenue, MS#13HCA
Hartford, CT 06134
Phone: (860) 418-7013
Fax: (860) 418-7053
Website: www.ct.gov/ohca
Please consider the environment before printing this message

PUBLIC NOTICE OFFICE OF HEALTH CARE

PUBLIC NOTICE Office of Health Care Access Public Hearing Statute Reference: 19a-638 Applicant: Yale-New Haven Hospital Town: Guilford Docket Number: 13-31880-CON Proposal: Discontinuation of Services at the Yale-New Haven Hospital Pediatric Specialty Center at Guilford Date: July 24, 2014 Time: 3:00 p.m. Place: Shoreline Medical Center 111 Gooselane, Conference Room (SMC 1412) Guilford, CT 06437 Any person who wishes to request status in the above listed public hearing may file a written petition no later than July 18, 2014 (5 calendar days before the date of the hearing) pursuant to the Regulations of Connecticut State Agencies §§ 19a-9-26 and 19a-9-27. If the request for status is granted, such person shall be designated as a Party, an Intervenor or an Informal Participant in the above proceeding. Please check OHCA's website at www.ct.gov/ohca for more information or call OHCA directly at (860) 418-7001. If you require aid or accommodation to participate fully and fairly in this hearing, please phone (860) 418-7001.

Appeared in: ***New Haven Register*** on Thursday, 07/10/2014

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STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
Office of Health Care Access

July 11, 2014

VIA FAX ONLY

Nancy Rosenthal
Sr. Vice President-Health Systems Development
Yale-New Haven Hospital
20 York Street
New Haven, CT 06510

RE: Certificate of Need Application; Docket Number: 13-31880-CON
Yale-New Haven Hospital
Discontinuation of Services at Yale-New Haven Hospital Pediatric Specialty Center in Guilford

Dear Ms.Rosenthal:

The Office of Health Care Access ("OHCA") will hold a public hearing on Thursday, July 24, 2014, at 3:00 p.m. at Shoreline Medical Center, 111 Gooselane, Conference Room (SM 1412), Guilford, Connecticut, regarding the Certificate of Need ("CON") application identified above. Pursuant to the Regulations of Connecticut State Agencies § 19a-9-29 (e), any party or other participant is required to prefile in written form all substantive, technical, or expert testimony that it proposes to offer at the hearing. The Applicant's prefiled testimony must be submitted to OHCA on or before the close of business **on Friday, June 18, 2014.**

All persons providing prefiled testimony must be present at the public hearing to adopt their written testimony under oath and must be available for cross-examination for the entire duration of the hearing. If you are unable to meet the specified time for filing the prefiled testimony you must request a time extension in writing, detailing the reasons for not being able to meet the specified deadline.

Additionally, please find OHCA's attachment with questions to be included in the prefile testimony.

Please contact Paolo Fiducia at (860) 418-7035, if you have any questions concerning this request.

Sincerely,

Kevin T. Hansted
Hearing Officer

An Equal Opportunity Employer
410 Capitol Ave., MS#13HCA, P.O.Box 340308, Hartford, CT 06134-0308
Telephone: (860) 418-7001 Toll-Free: 1-800-797-9688
Fax: (860) 418-7053

ISSUES

for Public Hearing:

Certificate of Need Application, Docket Number: 13-31880-CON

Yale-New Haven Hospital

Discontinuation of Services at Yale-New Haven Hospital Pediatric Specialty Center at Guilford

Please provide a response to the following questions to be included as part of the pre-file testimony.

1. Using the same source as the information submitted on 06/27/2014, please complete the following table for the past three fiscal years and current year to date for the number of visits for to Guilford, New Haven (Smilow Cancer Hospital, One Long Wharf and Yale-New Haven Children's Hospital), Greenwich and Norwalk locations. Provide the source and all assumptions utilized and the end date for the current fiscal year.

Table 1a: Guilford's current and projected Number of Visits by Service and by Fiscal Year

Visits by Service	Fiscal Year						
	2011	2012	2013	2014*	2015	2016	2017
Chemotherapy Infusion							
Hematology/Oncology							
Cardiology							
Endocrinology							
Gastroenterology							
Respiratory							
Total							
% Change							

Please provide an explanation for each positive/negative % change.

Table 1b: Smilow's current and projected Number of Visits by Service and by Fiscal Year

Visits by Service	Fiscal Year						
	2011	2012	2013	2014*	2015	2016	2017
Chemotherapy Infusion							
Hematology/Oncology							
Cardiology							
Endocrinology							
Gastroenterology							

Respiratory							
Total							
% Change							

Please provide an explanation for each positive/negative % change.

Table 1c: One Long Wharf's current and projected Number of Visits by Service and by Fiscal Year

Visits by Service	Fiscal Year						
	2011	2012	2013	2014*	2015	2016	2017
Chemotherapy Infusion							
Hematology/Oncology							
Cardiology							
Endocrinology							
Gastroenterology							
Respiratory							
Total							
% Change							

Please provide an explanation for each positive/negative % change.

Table 1d: YNHCH's current and projected Number of Visits by Service and by Fiscal Year

Visits by Service	Fiscal Year						
	2011	2012	2013	2014*	2015	2016	2017
Chemotherapy Infusion							
Hematology/Oncology							
Cardiology							
Endocrinology							
Gastroenterology							
Respiratory							
Total							
% Change							

Please provide an explanation for each positive/negative % change.

Table 1e: Greenwich's current and projected Number of Visits by Service and by Fiscal Year

Visits by Service	Fiscal Year						
	2011	2012	2013	2014*	2015	2016	2017
Chemotherapy Infusion							
Hematology/Oncology							
Cardiology							
Endocrinology							
Gastroenterology							
Respiratory							
Total							
% Change							

Please provide an explanation for each positive/negative % change.

Table 1f: Norwalk's current and projected Number of Visits by Service and by Fiscal Year

Visits by Service	Fiscal Year						
	2011	2012	2013	2014*	2015	2016	2017
Chemotherapy Infusion							
Hematology/Oncology							
Cardiology							
Endocrinology							
Gastroenterology							
Respiratory							
Total							
% Change							

Please provide an explanation for each positive/negative % change.

2. Using the same source as the information submitted on 06/27/2014, please provide for the past three complete fiscal year the actual number of total visits for all services above by town of origin for the Guilford location.

Table 2: Number of Visits by Town of Residence

	Number of Visits		
Town	**FY**	**FY**	**FY**
Total			

Note: The total for table 1a should equal the total of table 2.

3. How and where will New London County patients continue to access the services if the Guilford location is terminated? Please provide supporting documentation.

4. Please provide a copy of the existing lease agreement for the Guilford location.

5. Has the Applicant considered an alternative to closing the Guilford location (e.g., different location, reducing hours of operation, etc.)? If yes, provide discussion on each alternative.

* * * COMMUNICATION RESULT REPORT (JUL. 11. 2014 3:38PM) * * *

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REASON FOR ERROR
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STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF HEALTH CARE ACCESS

FAX SHEET

TO: NANCY ROSENTHAL

FAX: 12038634736

AGENCY: YALE-NEW HAVEN HOSPITAL

FROM: PAOLO FIDUCIA

DATE: 07/11/2014 **Time:** 3:30 pm

NUMBER OF PAGES: 5
(including transmittal sheet

Comments:
13-31880-
CON Prefile
Testimony
and Issues

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HELP WANTED PART TIME

SCHOOL CROSSING GUARD – PART TIME.
TOWN OF NORTH HAVEN. 10-19 HOURS PER WEEK, PAID HOLIDAYS, SICK PAY, PAID UNIFORMS AND OUTERWEAR. $11.00/HOUR PAID BI-WEEKLY. APPLICATIONS MAY BE OBTAINED THROUGH THE TOWN'S WEBSITE WWW.TOWN.NORTH-HAVEN.CT.US AND SUBMITTED TO THE FINANCE OFFICE, MEMORIAL TOWN HALL. THE TOWN OF NORTH HAVEN IS AN EOE.

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LEGAL NOTICES

LEGAL NOTICE

Notice of a Public Hearing to be held by the Woodbridge Zoning Board of Appeals in the Central Meeting Room of the Woodbridge Town Hall, 11 Meetinghouse Lane, Woodbridge, on Monday, July 14, 2014, at 7:30 p.m. regarding the application of:

Mary Early/Appellant:
38 Hunting Hill Road
Variances of Sec. 3.1.3, Column 6 and 6.2.1 for front yard setbacks of 56.2' and 94' when 75' and 100' are respectively required for a garage extension.

The file for the foregoing application is available for review in the Woodbridge Town Hall, Land Use Office.

Henry Nusbaum,
Chairman

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LEGAL NOTICES

LIQUOR PERMIT
Notice of Application
This is to give notice that I, YOVANI COLLADO
51 Anson Street
Derby, CT 06418
Have filed an application placarded 06/26/2014 with the Department of Consumer Protection for a GROCERY BEER PERMIT for the sale of Alcoholic liquor on the premises at
DERBY MINI MARKET
49 Anson Street
Derby, CT 06418
The business will be owned by: Angelica Baez
Entertainment will consist of none
Objections must be filed by: August 7, 2014

LIQUOR PERMIT
Notice of application
This is to give notice that I,
JAIDER A. OSORNO-ARANGO
75 ANDERSON AVE FL 2
WEST HAVEN, CT 06516-6104
Have filed an application placarded 06/28/2014 with the Department of Consumer Protection for a RESTAURANT LIQUOR PERMIT for the sale of alcoholic liquor on the **premises at**
93 CAMPBELL AVE
WEST HAVEN CT 06516-5928
The business will be owned by: PEROLES LLC
Entertainment will consist of: Acoustics (Not Amplified) Disc Jockeys Karaoke Live Bands Comedians
Objections must be filed by: 08/09/2014
JAIDER A. OSORNO-ARANGO

RESULTS... are fast when you use the classifieds.

LEGAL NOTICES

TOWN OF ORANGE
NOTICE OF DECISION
NOTICE is hereby given that administrative approval was given to Christine Hackett for an in-ground pool located at 467 Turkey Hill Road, Orange, CT 06477 by the Wetland Enforcement Office on July 7, 2014. A copy of approval is available through the Orange Inland Wetlands and Water Courses Commission, Town Hall, Orange, CT.

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PUBLIC NOTICE
Office of Health Care Access Public Hearing

Statute Reference: 19a-638
Applicant: Yale-New Haven Hospital
Town: Guilford
Docket Number: 13-31880-CON
Proposal: Discontinuation of Services at the Yale-New Haven Hospital Pediatric Specialty Center at Guilford
Date: July 24, 2014
Time: 3:00 p.m.
Place: Shoreline Medical Center
111 Gooselane, Conference Room (SMC 1412)
Guilford, CT 06437

Any person who wishes to request status in the above listed public hearing may file a written petition no later than July 18, 2014 (5 calendar days before the date of the hearing) pursuant to the Regulations of Connecticut State Agencies §§ 19a-9-26 and 19a-9-27. If the request for status is granted, such person shall be designated as a Party, an Intervenor or an Informal Participant in the above proceeding. Please check OHCA's website at www.ct.gov/ohca for more information or call OHCA directly at (860) 418-7001. If you require aid or accommodation to participate fully and fairly in this hearing, please phone (860) 418-7001.

TOWN OF HAMDEN
LEGISLATIVE COUNCIL
AMENDMENT TO CHAPTER 111: ALCOHOLIC BEVERAGES

Presented by: Mike Colaiacovo

WHEREAS, Public Act 14-48, allows municipalities to adopt ordinances requiring anyone applying to renew a liquor permit for on-premises alcohol consumption with the Department of Consumer Protection (DCP), to simultaneously give written notice of the application to the chief law enforcement official or his/her designee in the municipality where the business is located; WHEREAS, such designee may send written comments on the application to the DCP commissioner within 15 days after receiving the notice and the commissioner must consider the comments before renewing the permit; and WHEREAS, this Act is an expansion of a 2011 Pilot program established for the City of New Haven and allowed the New Haven Chief of Police to comment on liquor permit application renewals; and WHEREAS, it is in the interest of public safety to ensure that owners have demonstrated that they are suitable to continue to operate a liquor establishment and therefore the Town of Hamden wishes to adopt the provisions of Public Act 14-48. NOW THEREFORE BE IT ORDAINED that the Chapter 111: Alcoholic Beverage of the Hamden Code of Ordinances is amended and new Section 111.10 be added as set forth below. **SECTION 111.10 MUNICIPAL NOTICES OF ALCOHOLIC LIQUOR PERMIT RENEWALS.** (A). Each person who files an application pursuant to section 30-39 of the Connecticut General Statutes for renewal of a liquor permit that allows on-premises serving or consumption of alcoholic liquor in the Town of Hamden, shall simultaneously give written notice of such liquor permit renewal application to the Chief of Police or his/her designee. (B). The Chief of Police or his/her designee may respond in writing, not later than fifteen days after receipt of such notice, to the Commissioner of Consumer Protection, with comments regarding the renewal application that is the subject of such notice.

Approved by the Legislative Council at its meeting on July 7, 2014.

APPROVED AS TO FORM:

Susan Gruen
Town Attorney

James Pascarella, President
Legislative Council

APPROVED

Kim Renta, Clerk
Legislative Council

Mayor Scott D. Jackson

AN ORDINANCE APPROPRIATING $3,585,000 FOR THE RENOVATION, IMPROVEMENT AND CONSTRUCTION OF TOWN ROADS, PARKING LOTS, GUARDRAILS AND SIDEWALKS AND AUTHORIZING THE ISSUANCE OF $3,585,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

BE IT ORDAINED BY THE LEGISLATIVE COUNCIL OF THE TOWN OF HAMDEN:
Section 1. The sum of $3,585,000 is hereby appropriated for the renovation, improvement and construction of town roads, parking lots, guardrails and sidewalks (the "Projects"), said appropriation to be inclusive of administrative, financing, legal and costs of issuance related thereto, and any and all State and Federal grants-in-aid thereof. **Section 2.** To meet said appropriation, $3,585,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the maximum maturity permitted by the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes"). Said bonds may be issued in one or more series as determined by the Director of Finance, in the amount necessary to meet the town's share of the cost of the Project determined after considering the estimated amount and timing of State and Federal grants-in-aid of the Project, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the costs of issuance of such bonds. The bonds shall be issued in fully registered form, be executed in the name and on behalf of the Town by the facsimile or manual signatures of the Mayor, President of the Legislative Council and the Director of Finance, or any two of them, bear the Town seal or a facsimile thereof, be certified by a bank or trust company, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company, and be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford. The bonds shall be general obligations of the Town and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, the certifying, registrar and transfer agent and paying agent, the date, time of issue and sale and other terms, details and particulars of such bonds, including the approval of the rate or rates of interest, shall be determined by the Mayor and Director of Finance in accordance with the Connecticut General Statutes. **Section 3.** Said bonds shall be sold by the Mayor and Director of Finance in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the Town. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold by negotiation, provisions of the purchase agreement shall be subject to the approval of the Mayor and Director of Finance. **Section 4.** The Director of Finance is authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor and Director of Finance, have the seal of the Town affixed, be payable at a bank or trust company designated by the Director of Finance and be approved as to their legality by Robinson & Cole LLP, Attorneys-at-Law, of Hartford, and be certified by a bank or trust company designated by the Director of Finance pursuant to Section 7-373 of the Connecticut General Statutes. The Notes shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the Town and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Projects. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose. Section 5. The Town hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and anytime after the date of passage of this ordinance in the maximum amount and for the Projects with the proceeds of bonds, notes, or other obligations ("Tax-Exempt Obligations") authorized to be issued by the Town. The Tax-Exempt Obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the Projects, or such later date the Regulations may authorize. The Town hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay Project expenses in accordance therewith pending the issuance of the Tax-Exempt Obligations, and to amend this declaration. Section 6. The Mayor and Director of Finance are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the "MSRB") and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this ordinance. Any agreements or representations to provide information to the MSRB made prior hereto are hereby confirmed, ratified and approved. Section 7. The Mayor and the Director of Finance, or either of them, are hereby authorized, on behalf of the Town, to enter into any other agreements, instruments, documents and certificates, including tax and investment agreements, for the consummation of the transactions contemplated by this ordinance. The Mayor and the Director of Finance, or either of them, are hereby authorized, on behalf of the Town, to apply for and accept any and all Federal and State loans and or grants-in-aid for any Projects, to expend said funds in accordance with the terms hereof, and in connection therewith to contract in the name of the Town with engineers, contractors and others. Section 8. Any proceeds of the bonds not required to meet the actual cost of any Project may be transferred by the Mayor, upon approval of the Legislative Council, to meet the actual cost of any other capital project for which a valid appropriation and bond authorization is outstanding. Section 9. It is hereby found and determined by the Legislative Council that the maximum amount of debt service due in any fiscal year from the date hereof and hereafter, on outstanding, authorized but unissued, and proposed bonds of the Town, including the bonds proposed to be authorized by this ordinance, does not exceed ten percent (10%) of the current year's budget and as such, submission of this ordinance to binding referendum is not required pursuant to Section 10-9 of the Charter.For purposes of this section, the debt service on the aggregate principal amount of authorized but unissued bonds and proposed bonds of the Town, including the bonds proposed to be authorized by this ordinance, which totals $44,595,000, has been estimated assuming that the aggregate principal amount of all such bonds, reduced by expected grants to be received for the projects financed by such bonds, are issued on or about August 15, 2014 (the "Issue Date"), amortize in twenty equal installments over twenty years beginning on the one year anniversary of the Issue Date and bear interest at 4.37% (based on Bond Buyer 20-Bond GO Index), and when added to the debt service on the Town's outstanding bonds in each fiscal year, results in maximum annual debt service of the Town of approximately $18,289,143, which is less than ten percent (10%) of the Town's current budget of $206,775,000, or $20,677,500, and is expected to be less than ten percent (10%) of the Town's future budgets. Such assumptions are based on current market conditions for, and past practice in structuring, the Town's bonds.

APPROVED TOWN OF HAMDEN, CONNECTICUT
ATTEST: Mayor — President of Legislative Council
Date — Clerk of Legislative Council
Ordinance No.: 649 Published: July 10, 2014
Newspaper: New Haven Register Effective: July 31, 2014

GOREN BRIDGE

WITH BOB JONES
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TIMING!

Both vulnerable. East deals.

NORTH
♠ A Q 9
♡ 10
♢ A K Q 3
♣ A K 8 7 3

WEST
♠ 7 5 3
♡ A 8 3
♢ 8 7 4
♣ J 10 9 5

EAST
♠ K J 10 2
♡ K J 9 7 6 2
♢ 9
♣ Q 4

SOUTH
♠ 8 6 4
♡ Q 5 4
♢ J 10 6 5 2
♣ 6 2

The bidding:

EAST	SOUTH	WEST	NORTH
1♡	Pass	2♡	Dbl
Pass	3♢	Pass	3♡*
Pass	4♢	Pass	5♢
Pass	Pass	Pass	

*Cue bid, forcing, tell me more

Opening lead: Ace of ♡

South was anxious to see the dummy, but he was pleased with what he saw. North had done well with his massive hand and the contract was reasonable.

West shifted to a low spade at trick two. Considering East's opening bid and West's opening lead, the spade king was sure to be offside. South played the nine from dummy, losing to the 10. East shifted to the nine of trumps, won in dummy with the ace and declarer continued with the trump king. When trumps failed to split 2-2, South started on clubs. He cashed the ace and king, then ruffed a club in hand.

A heart was now ruffed on the table, followed by another club ruff, establishing the long club. Declarer could ruff his last heart in dummy, but he could not return to hand to draw the last trump and drifted down one.

This contract could have been made with careful timing. South was correct to draw two rounds of trumps, but the second round should have been low to his jack. A heart ruff on the board would come next and he could then start on the clubs. Ace, king and a club ruff as before, but note the difference in timing. Declarer could now ruff his last heart with dummy's trump king and then ruff a club back to hand. The long club would be established and he would be in the right hand to draw the last trump, shedding the queen of spades from dummy.

(Bob Jones welcomes readers' responses sent in care of this newspaper or to Tribune Content Agency, LLC., 16650 Westgrove Dr., Suite 175, Addison, TX 75001. E-mail responses may be sent to tcaeditors@tribune.com.)

Greer, Leslie

From: Jennifer Groves Fusco <jfusco@uks.com>
Sent: Friday, July 18, 2014 2:14 PM
To: User, OHCA; Greer, Leslie; Hansted, Kevin
Subject: Docket No. 13-31880-CON Scan

Leslie:

I just sent a 90-page scanned submission for the July 24th public hearing. It should come through in the next several minutes. If not, let me know and I can break it up into smaller pdfs.

Thanks and have a nice weekend.

Jen

Jennifer Groves Fusco, Esq.
Principal
Updike, Kelly & Spellacy, P.C.
One Century Tower
265 Church Street
New Haven, CT 06510
Office (203) 786.8316
Cell (203) 927.8122
Fax (203) 772.2037
www.uks.com

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MERITAS LAW FIRMS WORLDWIDE

Jennifer Groves Fusco
(t) 203.786.8316
(f) 203.772.2037
jfusco@uks.com

July 18, 2014

VIA ELECTRONIC & OVERNIGHT MAIL

Lisa A. Davis, M.B.A., B.S.N., R.N.
Deputy Commissioner
Office of Health Care Access
410 Capitol Avenue
Post Office Box 340308
Hartford, CT 06134-0308

Re: Yale-New Haven Hospital
Discontinuation of Services at Yale-New Haven Hospital Pediatric Specialty Center in Guilford
Docket No. 13-31880-CON

Dear Deputy Commissioner Davis:

This office represents Yale-New Haven Hospital in connection with the above-referenced docket. Enclosed are an original and four (4) copies of the following:

- Notice of Appearance of Updike, Kelly & Spellacy, P.C.
- Prefiled Testimony of Lynne Sherman, RN, MHA

Ms. Sherman's testimony includes responses to OHCA's questions, dated July 11, 2014.

These documents are being submitted in connection with the public hearing on the above matter scheduled for July 24, 2014 at 3:00 p.m. Ms. Sherman will be present at the hearing to adopt her prefiled testimony under oath and for cross-examination.

Should you require anything further, please feel free to call me at (203) 786-8316.

Very truly yours,

Jennifer Groves Fusco

Enclosures

cc: Nancy Rosenthal (*w/enc.*)
Lynne Sherman (*w/enc.*)

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF HEALTH CARE ACCESS DIVISION

IN RE: CERTIFICATE OF NEED APPLICATION OF YALE-NEW HAVEN HOSPITAL FOR DISCONTINUATION OF SERVICES AT YNHH PEDIATRIC SPECIALTY CENTER AT GUILFORD	)	DOCKET NO. 13-31880-CON
	)	JULY 18, 2014

NOTICE OF APPEARANCE

In accordance with Section 19a-9-28 of the Regulations of Connecticut State Agencies, please enter the appearance of Updike, Kelly & Spellacy, P.C. ("Firm") in the above-captioned proceeding on behalf of Yale-New Haven Hospital ("YNHH"). The Firm will appear and represent YNHH at the public hearing on this matter, scheduled for July 24, 2014.

Respectfully Submitted,

YALE-NEW HAVEN HOSPITAL

By: _____

JENNIFER GROVES FUSCO, ESQ.
Updike, Kelly & Spellacy, P.C.
265 Church Street
One Century Tower
New Haven, CT 06510
Tel: (203) 786-8300
Fax (203) 772-2037

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF HEALTH CARE ACCESS DIVISION

IN RE: CERTIFICATE OF NEED APPLICATION OF YALE-NEW HAVEN HOSPITAL FOR DISCONTINUATION OF SERVICES AT YNHH PEDIATRIC SPECIALTY CENTER AT GUILFORD	)	DOCKET NO. 13-31880-CON
	)	JULY 18, 2014

PREFILED TESTIMONY OF LYNNE SHERMAN, RN, MHA, DIRECTOR OF PEDIATRIC SPECIALTY CENTERS, YALE-NEW HAVEN CHILDREN'S HOPSITAL

Good afternoon Hearing Officer Hansted and members of the OHCA staff. My name is Lynne Sherman and I am the Director of Pediatric Specialty Centers for the Yale-New Haven Children's Hospital ("YNHCH"). Thank you for this opportunity to speak in support of the Certificate of Need ("CON) Application filed by Yale-New Haven Hospital ("YNHH" or the "Hospital") to discontinue the Pediatric Specialty Center at Guilford (the "Guilford PSC") and to consolidate the services provided in Guilford at other YNHCH locations.

Through my testimony I will explain the reasons behind our decision to discontinue the Guilford PSC, which include declining visit volume, demographics that support patients accessing services at alternate locations, space limitations at the Guilford site and the lack of cost-effective renovation options, increasing financial losses associated with operation of the center, and the termination of our lease. In addition, I will explain how this proposal will result in the coordinated delivery of pediatric specialty services at patient-centered locations that offer access to as many

services as are necessary to support a child's overall clinical and psycho-social needs. Transitioning services from the Guilford PSC, where this coordination of care was not possible, to other YNHCH locations will enhance the quality, accessibility and cost-effectiveness of pediatric specialty care for patients in our region.

By way of background, I have served as Director of the YNHCH Pediatric Specialty Centers (collectively the "YNHCH PSCs") since September of 2012. For the 22 years prior, I served as Patient Services Manager for the YNHCH PSCs and before that as an adolescent unit nurse. I have been with YNHH since 1982. A copy of my resume is attached as Exhibit A. In my role as Director of the YNHCH PSCs, I oversee all clinical and operational functions at the centers. I also participate in long-term planning around the provision of pediatric outpatient specialty services by the Hospital, including the transition of services from the Guilford PSC to YNHCH (WP2), the YNHCH unit within Smilow Cancer Hospital ("Smilow") (NP7) and the other YNHCH PSCs.

YNHCH and the YNHCH PSCs: History & Services

Established in 1993, YNHCH offers inpatient, outpatient, emergency, primary, and preventative care. It features a dedicated pediatric emergency department, operating rooms, diagnostic imaging suites, and a neonatal intensive care unit. YNHCH is a major referral center for the diagnosis and treatment of a wide range of high-acuity pediatric cases, including diabetes care, complex bone disorders, hematology/oncology disorders, solid organ and stem cell transplantation, and interventional cardiology.

YNHCH has historically offered outpatient pediatric specialty care (e.g. specialty physician office visits, infusion centers, phlebotomy, rehabilitation services (OT, PT, and speech) and a full

array of diagnostic radiology services) at its main location on the second floor of YNHCH (WP2). PSC sites located away from the main campus in New Haven include: New Haven (One Long Wharf), Guilford, Trumbull, Norwalk, and Greenwich. Each of the YNHCH PSCs is staffed by a multidisciplinary team of health professionals that includes board certified specialty physicians from the Yale Medical Group ("YMG"), who also attending physicians at YNHCH. YNHCH also offers chemotherapy infusion and related oncology services for pediatric patients on the seventh floor of Smilow (NP7). A list of specialties offered at each of these YNHCH locations is attached as Exhibit B.

The Guilford PSC was established by YNHH/YNHCH when it converted an existing YMG outpatient chemotherapy practice in Guilford to a provider-based department of the Hospital. OHCA approved this transition in July of 2009 (*see* Docket No. 09-31405-DTR) and YNHH/YNHCH began providing outpatient infusion services at the Guilford site in May of 2010. The Hospital converted the remaining YMG medical office visit pediatric specialty services at the Guilford PSC to provider-based in February of 2013. This included the physician specialties of hematology/oncology, cardiology, endocrinology, gastroenterology, and respiratory services.

Decision to Discontinue Services at the Guilford PSC

The Guilford PSC operated in subleased space located at 405 Church Street in Guilford. The initial lease/sublease expiration date was June 30, 2013, but was ultimately extended to June 30, 2014 to accommodate planning and the CON process. A copy of the lease is attached to the responses to OHCA questions at Exhibit C. We began planning for the end of the lease/sublease in 2013,

evaluating whether to continue offering pediatric specialty services in Guilford or to consolidate these services at other YNHCH locations.

Our analysis showed that volume in Guilford was declining. Infusion visits declined by 22.74% from 1,961 visits in FY 2011 to 1,515 visits in FY 2013. Total visit volume for the Guilford PSC, including infusion and physician office visits, declined by 5.77% when comparing annualized FY 2013 and FY 2014 numbers. Details regarding Guilford PSC volume are included in the response to OHCA's questions attached as Exhibit C.

This decline in volume was attributable, in large part, to the inability to expand services at this site. There were significant space limitations at the Guilford PSC. These included insufficient overall square footage and infrastructure requiring major renovation. The space was designed to accommodate a single provider and was not conducive to supporting additional providers and the services required to deliver state-of-the-art pediatric specialty services. Children's specialty care services often require multiple ancillary support staff (nurses, medical assistants, technicians, child life specialists, social workers, psychiatrists, and nutritionists), other specialty physicians and diagnostic imaging services to effectively deliver comprehensive care. The layout also made it extremely difficult to ensure patient privacy and to comply with our obligations under HIPAA. For example, the infusion room was one open room for all patients, which precluded private discussions between patients and providers. The infusion room also lacked the ability to accommodate family members, which is of particular concern for pediatric patients who are often anxious during therapy and need their parents close by. Given the significant challenges posed by the Guilford PSC physical plant, there were no cost-effective renovation options.

Because the site in Guilford would not allow for comprehensive care including the provision of ancillary services, many physicians attracted a minimal volume of patients that equated to holding sessions just one day per week. These physicians were also finding that their patients preferred the state-of-the-art YNHCH facilities in New Haven, which further reduced demand for appointments in Guilford. These factors contributed to the decline in both infusion and physician visit volume at the Guilford PSC.

The Guilford PSC was also operating at a financial loss as a result of its expenses and declining patient volume. In FY 2012, the Guilford PSC operated at a loss of approximately $420,000. The proposed consolidation of pediatric specialty services allows YNHH to reallocate the funds previously expended at Guilford towards the provision of services at locations where patient demand is greater and operating expenses are less.

The decline in volume, demographics, space limitations and cost-prohibitive renovation options, financial losses, and the termination of our lease drove our decision to discontinue the Guilford PSC and to consolidate the services once provided at this location at other YNHCH locations. Our goal in doing so was to provide those individuals who used the Guilford PSC with patient-centered care. As discussed in greater detail below, each of the YNHCH pediatric specialty locations offers an environment where care can be provided in a coordinated manner, including access to physicians of different specialties and ancillary services. This coordinated care is efficient and limits the need for patients to have multiple visits at several different locations, easing the burden on patients and their families.

Patients Are Ensured Access to Quality, Cost-Effective Care at Alternate Locations

YNHCH and YMG have worked closely to ensure that Guilford PSC patients have continued, and improved, access to the highest quality pediatric specialty care. As previously mentioned, there are multiple YNHCH locations in different cities across Southern Connecticut where patients will be able to access the services once provided in Guilford. These include YNHCH (WP2), YNHCH at Smilow (NP7) and the Long Wharf PSC in New Haven, the Trumbull, Norwalk and Greenwich PSCs, and the Old Saybrook PSC, which is scheduled to open in January of 2015. Our demographic analyses make us confident that we can provide appropriate access for our patients even with the closure of the Guilford PSC. We are also confident that the remaining YNHCH sites all have the capacity to accommodate Guilford patients in the specialties that they offer.

As previously mentioned, a significant percentage of Guilford PSC patients originate from the greater New Haven area. These patients will be able to access services in the specialty center located on the second floor of YNHCH (WP2). In addition, as previously mentioned, chemotherapy infusion and related oncology services are offered by YNHCH in a dedicated pediatric unit on the seventh floor of Smilow (NP7). Guilford PSC patients can also access services at the Long Wharf PSC, which was recently expanded to include over 36,000 square feet, 22 exam rooms, 6 multidisciplinary rooms, 4 consult rooms, and individual rooms for pre-visit care. This site was designed to be a "child-friendly" environment and to support the patient experience during each visit. Demand has increased at each of these YNHCH locations in New Haven, which can be attributed to patient preference for obtaining pediatric specialty services at state-of-the-art facilities that support patient

privacy and coordination of care at a single site. All sites in New Haven are accessible by public transportation and located directly off Interstate 95.

The Trumbull PSC, which opened in June of 2014, offers outpatient hematology/oncology infusion services (including chemotherapy) for pediatric patients, as well as physician office visits in multiple specialties, including hematology/oncology. The Trumbull PSC is a state-of-the-art facility featuring 12 exam rooms, 6 infusion bays, an isolation room, and other consultation rooms. The site is designed with individual space and amenities for each patient receiving an infusion, including the ability to accommodate family members in the room. Cardiology, pulmonary and phlebotomy testing are also available on-site. Nearly 25% of Guilford PSC patients originate from Fairfield County. The Trumbull PSC represents enhanced access for these patients, who can also opt to see physicians at the Norwalk or Greenwich PSCs depending upon the services they require. All of the Fairfield County YNHCH PCSs are accessible to major highways and have ample parking.

It is also worth noting that a large percentage of Medicaid visits to the Guilford PSC were patients residing in the greater New Haven area, to the west of New Haven and in Fairfield County. These patients are ensured of continued, enhanced access to the same services in a coordinated manner by the same physicians at the YNHCH locations in New Haven, Trumbull, Norwalk and Greenwich.

In addition, since the CON Application was filed YNHCH has finalized plans to open a PSC in Old Saybrook. The Old Saybrook PSC will offer physician office visits in a number of specialties, as well as certain ancillary services (see Exhibit B). Hematology/oncology and infusion services for pediatric patients are not planned at this time (*see* Exhibit C for analysis of the service needs of New

London County patients). However, YNHH is continually evaluating the need for additional pediatric specialty services and these services can and will be added to the Old Saybrook PSC if there is a demand. This facility is expected to open in January of 2015, and will provide enhanced access for former Guilford PSC patients residing in New London County. Access for New London County residents is discussed in greater detail in the responses to OHCA questions attached as Exhibit C.

YNHH/YNHCH Has Met the Requirements for a CON to Discontinue the Guilford PSC

For the reasons discussed in my testimony and set forth in greater detail in our prior submissions, we believe that YNHH/YNHCH has met its burden for the issuance of a CON. There is a clear public need for the discontinuance of services at Guilford, and the consolidation of these services at other YNHCH locations, based on declining volume in Guilford, demographics, space limitations and the lack of cost-effective renovation options, financial losses, and the termination of our lease. There is also a need, from a clinical perspective, to offer pediatric specialty services in patient-centered environments that ensure both the coordination of care and patient privacy and comfort.

We have gone to great lengths to ensure that patients will have continued access to outpatient pediatric specialty services at other YNHCH locations. Our review of patient demographics at Guilford shows that for a majority of patients, accessing these services in Trumbull, New Haven or Old Saybrook will in fact be easier than accessing them in Guilford. This includes our Medicaid patients, who reside primarily in the greater New Haven area and towns and cities to the west.

Consolidating the Guilford PSC services at locations such as YNHCH (WP2), Smilow (NP7), Long Wharf, Trumbull, and Old Saybrook, and to a certain extent Norwalk and Greenwich, will

enhance the quality of care for our pediatric patients. These sites have the space and staffing to ensure that patients can obtain all of the services they need, from physician visits to infusion to other ancillary services, in a single location without multiple visits. Each site has ample parking and is accessible by a major highway, public transportation or both. These sites are also more child-friendly and supportive of family involvement and patient privacy than the former Guilford PSC site.

Discontinuance of the Guilford PSC is also a cost-effective solution to the space and service problems identified above. Renovation of the Guilford location to allow for a patient-centered environment and process would have been cost-prohibitive, if not impossible. The monies that would have been expended to build out Guilford can now be reallocated to YNHCH locations where more efficient and comprehensive care is provided. Moreover, the consolidation of Guilford PSC services at YNHCH facilities that offer a full complement of services may avoid the need for follow-up services and result in cost savings for patients and payers.

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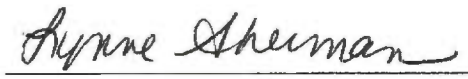
For these reasons, we urge you to approve a CON for discontinuance of the Guilford PSC and the consolidation of pediatric specialty services at alternate locations in New Haven, Trumbull, Norwalk, Greenwich, and Old Saybrook. Thank you for your time today. We are available to answer any questions you may have.

Respectfully Submitted,



Lynne Sherman, RN, MHA
Director, Pediatric Specialty Centers
Yale-New Haven Children's Hospital

EXHIBIT A

Lynne Sherman
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Guilford, CT 06437
(203) 458-6338
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EXPERIENCE/CURRENT POSITION

Director, Pediatric Specialty Centers: Sept 2012- present
Reporting to Senior VP YNHH/Executive Director Yale New Haven Children's Hospital

Responsibilities:

- Overall Clinical and Operational functions of YNHCH Pediatric Specialty Centers (PSC)
- Administrative direction for staffing in collaboration with YNHH and Yale University School of medicine
- Coordination and implementation of strategic missions, objectives for ambulatory development
- Organizes activities to anticipate and respond to market forces and healthcare delivery
- Ensures quality, safety, and regulatory standards
- Performance management, including development of efficient operations, models of care and coordination of services for Pediatric Specialty Centers
- Ensures seamless delivery of care focusing on Patient Centered Experience
- Achieves financial targets and collaboratively engaged with finance for analyzing and implementing program targets: cost and value.
- Ensures Employee Engagement and oversees organizational and departmental initiatives to improve employee satisfaction and engagement

- **Pediatric Specialty Centers:**
  25 multi-specialty outpatient office practices affiliated with Yale New Haven Hospital and Yale University's Medical Group, and Northeast Medical Group (200 physicians) And multidisciplinary ancillary staff supporting specialty care
  6 Sites: Yale New Haven Children's Hospital (YNHCH), New Haven
  Smilow Cancer Hospital (YNCH) New Haven
  1 Long Warf, New Haven, CT
  747 Belden Ave, Norwalk, CT
  5520 Park Ave, Trumbull, CT
  Perryridge Rd, Greenwich

  Pediatric Treatment Centers (YNHCH Infusion Therapy Suites)
  3 Site: YNHCH
  Trumbull
  Smilow

  Pediatric Cardiac Testing, All sites
  Pediatric Phlebotomy Lab All sites
  Pediatric Pulmonary Function Testing All sites

- Pediatric specialty Center 58,000 annual outpatient specialty visits

PREVIOUS POSITIONS

Patient Services Manager: 1990 - Sept 2012

- Develop and oversee physician and integration of new providers into specialty session assignments, room utilizations, including interface with ancillary services
- Development and implementation of business plans for new programs:

- Fiscal Responsibility:

3 million dollar budgets for salary and nonsalary costs for all programs. Maintain budgets Both YNHH and Yale University

Control spending, consistently under budget each year through flexible budgeting, staffing to volume, flexing staff and rotating staff between units. Enhance revenue management

- Safety and Quality:

Maintain meet regulatory readiness in all sites in compliance with DPH, CMS, and the JCAHO standards. Converted a private practice into a hospital-based program.

Implement performance improvement initiatives to improve clinical outcomes:

- Patient Satisfaction:

Engaged physician and clinic staff with focus on improvements for patient satisfaction utilizing YMG Press Ganey scores and patient feedback.

- Staff Development

Developed, implemented, and mentoring new staff roles
Implemented peer review, Advanced RN staff clinical ladder, and national certification

Staff Nurse: 8-5 (Adolescent Unit) Yale New Haven Hospital, 1989- 1990
Served as a clinical nurse under a primary nursing model providing direct care for medical/ surgical and oncological adolescent patient population. Functioned in a charge nurse role.

Utilization Review Nurse: Healthcare Inc, Blue Cross and Blue Shield of CT, 1988-1989
Review pre-certifications for hospitalization and surgical procedures, Reviewed inpatient hospitalizations for medical necessity according to insurance carriers plan covered guidelines

Nurse Practitioner Role: New Haven Visiting Nurses Association, 1986 – 1987
Provided nursing home care visits to complex adult and pediatric cases. Oversee and manage placement of home health aides and homemakers. Collaborated with insurance companies and physician providers for covered services

Staff Nurse Hunter-4 and 8-5 (Adolescent Unit) Yale New Haven Hospital, 1982 – 1986
Served as a clinical nurse under a primary nursing model providing direct care on an adolescent inpatient unit focused on medical/ surgical and oncology patient populations. Functioned in a charge nurse role. Advanced to an RN 1 level.

EDUCATION

Master of Science in HealthCare Administration, October 2010
University Of Phoenix

Bachelor of Science in Nursing, May 1982
Southern Connecticut State University

Farmington High School, May 1978
Farmington, Ct

MEMBERSHIP

AAACN (American Academy of Ambulatory Care Nursing)
AONE (Association of Nurse Executives)
ONE-CT (Organization of Nurse Executives-CT)
Tommy Fund for Childhood Cancer Board Member (2005 – present)

AWARDS:

Nursing Management Excellence Award: YNHH 2010

EXHIBIT B

YALE-NEW HAVEN CHILDREN'S HOSPITAL

Pediatric Specialty Centers

CT REGIONS	Eastern Shoreline	New Haven			Fairfield County		
Specialties/Sites	Old Saybrook	YNHCH (WP2)*	Smilow (NP7)*	Long Wharf	Norwalk	Trumbull	Greenwich
Adolesc Comp				■	■		
Adoption				■			
Allergy/Immun	▭			■			
Cardiology	▭	■		■	■	■	
CT Surgery		■					
Craniofacial Surgery				■	■		
Develop/Behavioral				■			
Endocrinology	▭	■		■	■	■	■
ENT		■					
Genetics		■		■			
Gastroenterology	▭	■		■	■	■	■
Heme/Onc			■			■	
Infect. Disease		■					
Nephrology		■		■	■		
Infusion Ctrs		■	■			■	
Neurology		■		■	■		
Neurosurgery		■		■			
Ophthalmology					■		
Orthopedics	▭			■	■		■
Pediatric Surgery	▭	■		■	■	■	■
Respiratory	▭	■		■	■	■	■
Rheumatology		■		■			
Urology	▭	■		■	■		

■ Specialty at site

▭ In development

*Both sites are considered part of YNHCH. YNHCH WP2 is on the second floor of the West Pavilion in YNCHC, and Smilow NP7 is a pediatric dedicated oncology unit on the 7th floor of Smilow Cancer Hospital which is connected via a bridge to the West Pavilion in YNHCH.

EXHIBIT C

Yale-New Haven Hospital

Discontinuation of Services at Yale-New Haven Hospital
Pediatric Specialty Center at Guilford

Docket Number: 13-31880-CON

Issues for Public Hearing

July 18, 2014

July 18, 2014
Docket No. 13-31880-CON

Yale-New Haven Hospital

Certificate of Need Application
Docket Number: 13-31880-CON

Discontinuation of Services at Yale-New Haven Hospital
Pediatric Specialty Center at Guilford

Issues for Public Hearing

1. Using the same source as the information submitted on 6/27/2014, please complete the following table for the past three fiscal years and current year to date for the number of visits to Guilford, New Haven (Smilow Cancer Hospital, One Long Wharf and Yale-New Haven Children's Hospital), Greenwich and Norwalk locations. Provide the source and all assumptions utilized and the end date for the current fiscal year.

   Table 1a: Guilford's Current and Projected Number of Visits by Service and By Fiscal Year –

RESPONSE:

Table 1a is included as Attachment A. The Infusion Center and Specialty Physician visit volumes for FYs 2011 through 2014 were generated from the YNHH billing database. This database was used for a majority of the volume figures submitted to OHCA on June 27, 2014. However, as discussed below, some June 27, 2014 volumes were reported based on "arrived visit" data. Arrived visit data counts each service provided to a patient during a visit, while billing data assigns a patient to a single service for a visit regardless of the number of services provided. For the sake of consistency with prior submissions, these responses use exclusively billing data, with one exception described below.

Infusion Center visits at the Guilford Pediatric Specialty Center (the "Guilford PSC") include (i) Hematology/Oncology Related Infusions (chemotherapy medications, hematology medications, other antineoplastic medications, hydration therapy, blood and blood products) and (ii) blood draws. We have included an additional line in Table 1a for "Hem/Onc Related Infusions Only," which excludes blood draws from total Infusion Center arrived visits to give OHCA an accurate estimate of actual infusion visits in Guilford.

OHCA previously requested the number of "Chemotherapy Infusions" at the Guilford PSC. YNHCH does not separately track "Chemotherapy Infusions" per se. Nor does it track the broader category of "Hematology/Oncology-Related Infusions" at the Guilford PSC separate from blood draws. It is impossible to tally these infusions from billing data without cross-referencing every charge with every chemotherapy and infusion-related medication. The most reliable means of estimating "Hematology/Oncology-Related Infusions" is to use a percentage of arrived visits. YNHCH estimates that approximately 40% of all Infusion Center arrived visits at

Guilford were blood draws, with the remaining 60% being the Hematology/Oncology Related Infusions described above. Therefore, the "Hem/Onc Related Infusions" were calculated by taking the total arrived visits in a given year and multiplying that number by .60. Using this methodology, the Hematology/Oncology Related Infusions for FY 2014 (October – May) at the Guilford PSC were 661.[1] Note that this line item is the only line item for Guilford that includes arrived visit data.

Note also that FY 2013 data is reported as two separate time periods (10/1/12 – 1/31/13 & 2/1/13 – 9/30/13). This was done to reflect the fact that physician specialty visits at the Guilford PSC became provider-based in February of 2013. Prior to February of 2013, these were Yale Medical Group ("YMG") visits. YNHH does not have access to YMG visit data to provide to OHCA. YNHH was able to provide historical visit volume for infusions because this service became a provider-based service in May of 2010.

The Infusion Center visits for FY 2013 at the Guilford PSC total 1,515 (532 + 983). This matches the Infusion Center visit volume reported on pages 24 and 120 of the CON Application. In the chart submitted to OHCA on June 27, 2014, YNHH incorrectly listed Infusion Center visits for the entire FY 2013 as 983, which is the visit volume for the partial year of February through September. The correct total FY 2013 Infusion Center visit volume is 1,515.

Inconsistencies between the various charts submitted in connection with this CON are attributable to two factors. First, this CON was filed immediately after YNHH's conversion to the EPIC system, which handles data tracking and analysis differently than prior billing systems. The EPIC billing data was used in the CON because it ties to the volumes and expenses reported in YNHH's financial attachments. In addition, the February 2013 conversion to provider-based services at many YNHCH pediatric specialty sites – in the middle of a fiscal year – caused further confusion in the compiling of visit data.

The decline in Infusion Center and Specialty Physician visit volume is primarily a result of space limitations at the Guilford PSC and the inability to offer patient-centered, coordinated care (i.e. ancillary services) at this location. These factors are discussed in greater detail in YNHH's CON submissions and the Prefiled Testimony of Lynne Sherman, RN, MHA.

Table 1b: Smilow's Current and Projected Number of Visits by Service and By Fiscal Year

RESPONSE:

Table 1b is included as Attachment B. The Infusion Center and Hematology/Oncology visit volumes for FYs 2011 through 2014 were generated from the YNHH billing

[1] This differs from the Hematology/Oncology-Related Infusions reported to OHCA on June 27, 2014 for this time period because the figure reported in that submission – 595 – represented 60% of arrived visits from October through April of FY 2014, not May.

database. Projections are based on the standard YNHH clinic growth rate of 2% per year.

Note that in YNHH's June 27, 2014 submission to OHCA, the table for YNHCH at Smilow (NP7) ("Smilow") lists Infusion visits for FY 2013 as 2,901 and for FY 2014 as 1,727. These numbers were based on arrived visit data. Table 1b lists Infusion visits at Smilow based on billing data (for consistency among all tables) as follows: FY 2013 – 2,080; FY 2014 – 1,534. All Smilow infusions are Hematology/Oncology-Related. Unlike with the Guilford PSC, these numbers do not include blood draws. Therefore, the calculation described above for Guilford was not required for Table 1b.

The modest decline in infusion and hematology/oncology visit volume at Smilow from FY 2013 to FY 2014 is a result of several factors. Volume is largely dependent upon the number of new patients and their protocol cycles. Less new patients means fewer visits. The complexity of treatments and the duration of therapy are also factors that can impact total visit volume from year to year. In addition, certain overflow visits are directed to the YNHCH clinic at WP2, which impacts total visit volume.

Table 1c: Long Wharf's Current and Projected Number of Visits by Service and By Fiscal Year

RESPONSE:

Table 1c is included as Attachment C. The Specialty Physician visit volumes for FYs 2013 through 2014 were generated from the YNHH billing database. Projections are based on the standard YNHH clinic growth rate of 2% per year.

There is no data for specialty physician visit volume prior to FY 2013 because these services became provider-based services of the Hospital in February of 2013. Prior to February 2013, YMG provided and billed for these services. YNHH does not have access to YMG's billing data.

The 65.10% increase in volume reflected on Table 1c is a result of the renovation and expansion of the Long Wharf PSC. This location doubled in size, from 12 to 22 exam rooms, in March of 2014. A number of YMG endocrinologists also transitioned their practices and patient volumes to this location in FY 2014.

Table 1d: YNHCH's Current and Projected Number of Visits by Service and By Fiscal Year

RESPONSE:

Table 1d is included as Attachment D. The Infusion and Specialty Physician visit volumes for FYs 2011 through 2014 were generated from the YNHH billing database. Projections are based on the standard YNHH clinic growth rate of 2% per year.

This chart includes data for Non-Oncology Related Infusions. Infusion volume for YNHCH (WP2) was not provided to OHCA in YNHH's June 27, 2014 submission because OHCA specifically requested "Chemotherapy Infusion" data. No Chemotherapy (Oncology) Related Infusions are performed on WP2.

There is no data for specialty physician visit volume prior to FY 2013 because these services became provider-based services of the Hospital in February of 2013. Prior to February 2013, YMG provided and billed for these services. YNHH does not have access to YMG's billing data.

The modest decline in specialty physician and infusion visit volume from FY 2013 to FY 2014 is a result of several factors. The WP2 site was reaching capacity, so certain patients were transitions to the newly expanded Long Wharf PSC. In addition, a room was taken offline at WP2 to allow for physician urgent access, which resulted in a decrease in patient volume.

Table 1e: Greenwich's Current and Projected Number of Visits by Service and By Fiscal Year

RESPONSE:

Table 1e is included as Attachment E. The Specialty Physician visits at the Greenwich PSC are not provider-based services. Accordingly, all specialty physician office visits are billed by YMG, not Greenwich Hospital. YNHH does not have access to this information either through its billing system or the Greenwich Hospital billing system.

Table 1f: Norwalk's Current and Projected Number of Visits by Service and By Fiscal Year

RESPONSE:

Table 1f is included as Attachment F. The Specialty Physician visit volumes for FYs 2012 through 2014 were generated from the YNHH billing database. Projections are based on the standard YNHH clinic growth rate of 2% per year.

The Norwalk PSC opened as a provider-based site in July of 2012. FY 2012 therefore reflects only three months of data. Increases in volume for FY 2013 are due to the ramp up at this new location. Increases in volume for FY 2014 are the result of an additional physician joining the site.

2. Using the same source as the information submitted on 6/27/2014, please provide for the past three complete fiscal years the actual number of total visits for all services above by town of origin for the Guilford location.

RESPONSE:

Table 2: Number of Visits by Town Of Residence (Guilford PSC) is included as Attachment G.

3. How and where will New London County patients continue to access the services if the Guilford location is terminated? Please provide supporting documentation.

RESPONSE:

YNHCH has taken steps to ensure that all Guilford PSC patients, including those residing in New London County, have continued access to pediatric specialty services within the YNHH system. Depending upon the types of services that a patient received in Guilford, he or she can currently access those same services at YNHCH at Smilow (NP7), the Long Wharf PSC or the Trumbull PSC most easily. Patients from New London County will also be able to access services at the Old Saybrook PSC beginning in January of 2015.

Note the following:

- **16% of visits to the Guilford facility in FY 2014 (October – May) (330/2,036 visits) were New London County residents (*see* Attachments A, H & I).**
- **The 330 visits represent 175 patients, which is 17% of total Guilford PSC patients for FY 2014 (175/1,022 patients) (*see* Attachment I).**
- **Only 9 of the 175 New London County residents seen at the Guilford PSC in FY 2014 (5%) had 10 or more visits (*see* Attachment I).**
- **The remaining 166 patients were treated for 1-9 visits, with the majority of patients having 1-2 visits (*see* Attachment I).**

Non-hematological/oncological specialty physician office visits (Cardiology, Endocrinology, Respiratory, & GI) were transitioned from the Guilford PSC to the Long Wharf PSC in New Haven. These represented 70 of the 330 visits to the Guilford PSC in FY 2014 (21%) (*see* Attachment H). Each of the Guilford PSC physicians relocated his/her sessions to the Long Wharf PSC and each specialty is offering additional sessions at Long Wharf in order to accommodate Guilford patients. These patients will also have the option of seeing their physicians in Old Saybrook beginning in January of 2015.

The process for transitioning non-hematological/oncological specialty patients included one of the following:

- **The physician discussed the transition with the patient and scheduled/rescheduled an appointment for the patient at Long Wharf during his/her Guilford office visit.**
- **A phone call was made to the patient by scheduling staff to reschedule any Guilford appointments to Long Wharf.**
- **Office staff mailed a letter to the patient for purposes of rescheduling any Guilford appointments to Long Wharf.**

Hematology/Oncology office visits and infusions transitioned from the Guilford PSC to either YNHCH at Smilow in New Haven or the Trumbull PSC.

Note the following:

- **In FY 2013, only 14 patients had 10 or more appointments with infusion/office visits. Of these, 6 (43%) were hematology patients and 8 (57%) were oncology patients.**
- **In FY 2014, only 9 patients had 10 or more appointments with infusion/office visits. Of these, 5 (55%) were hematology patients and 4 (45%) were oncology patients.**

The process for transitioning Hematology/Oncology patients included the following:

- **A letter was mailed to all patients see within the past 2 years at Guilford (*see* Attachment J).**
- **This same letter was distributed during clinic visits and physicians had personal discussions with their patients about the transition.**
- **Patients were contacted by phone to facilitate rescheduled appointments.**
- **Patients were offered locations in New Haven or Trumbull.**

Of the 14 total unique patients with 10 or more visits between FY 2013 and FY 2014:

- **5 patients rescheduled to Trumbull**
- **5 patients rescheduled to YNHCH at Smilow**
- **1 patient transferred to the adult service due to age**
- **2 patients required no further follow up**
- **1 patient moved out of state**

4. Please provide a copy of the existing lease agreement for the Guilford location.

RESPONSE:

***See* Attachment K. Note that the lease for the Guilford PSC is between 405 Church Street Associates, LLC and Yale University ("Yale"). Yale then subleased the space to YNHH for operation of the Guilford PSC. The original expiration date for the**

lease/sublease was June 30, 2013. This expiration date was extended on two occasions, through March 31, 2014 and June 30, 2014, respectively, to accommodate planning and the CON process. The lease was not extended beyond June 30th because the space had been rented to a new tenant.

5. Has the Applicant considered an alternative to closing the Guilford location (e.g., different location, reducing hours of operation, etc.)? If yes, provide discussion on each alternative.

RESPONSE:

As noted on page 122 of the CON Application, YNHH considered many alternatives to closing the Guilford PSC. However, the alternatives were not deemed viable due primarily to the limited square footage of the Guilford site, which lacks the space to provide coordinated care with the privacy and comfort necessary to accommodate a family during the treatment session.

The following provides greater detail on the issues facing the Guilford PSC and alternatives to closing considered by YNHH:

Increase Volume

- **Additional providers, specialties and services were attempted unsuccessfully; options were limited due to the size and types of rooms available with the space**
- **Ancillary services availability and space to support specialties (ECG, Echo, CxR, PFT, lab)**
- **Intermittent availability vs. regular access to specialties; patients were self-referring to New Haven sites for improved access**

Space Constraints that Needed to Be Corrected/Absence of Cost -Effective Renovation

- **Limited waiting room capacity**
- **Inadequate intake space (height, weight, Vital sign monitor, infant and adult size equipment)**
- **Exam room size with access for strollers, handicapped access, family members, and IT**
- **Support space for single provider as compared to multispecialty teams (MD, APRN, RN, Child Life, Social Worker, Diagnostic Technician).**
- **Infusion room lacks space to incorporate individual patient needs (recliner chair, infusion pump, monitoring and emergency equipment, EMR computer hardware, side chairs for family)**

HIPAA and Confidentiality

- **Intake space extending into hallway**
- **Infusion room open floor plan does not allow for private conversations between patients and providers**
- **Lack of adequate spaces for consulting with parents**

Coordination of Services

- Patients who require specialty care often require coordination of care with other specialists or ancillary services, including diagnostics, and ancillary or complementary support by pediatric trained staffed that is readily available at the larger PSC sites.
- Coordination of all services within one site/visit is preferred by patients
- Amenities, including child-friendly environments, and renovations /recent expansion of other PSC sites has resulted in patient preference
- Diagnostic radiology services not accessible from Guilford location however are available at PSC sites (x-ray, ultrasound, fluoroscopy), included advanced array of diagnostics available at YNHCH (10 minutes from Guilford), interventional radiology, MRI, and anesthesia/sedation support. All with board-certified trained specialists to meet the clinical and developmental needs of children and families

Decrease Hours of Operation

- Decreased hours of operation from 5 to 4.5 days/week
- Hematology/oncology population requires consistent access to care/treatment based on oncological or hematological protocols based on diagnosis. Patient's clinical status may require urgent evaluation/treatment that limits the ability to decrease operations.

ATTACHMENT A

1a. Using the same source of information as submitted on 6/27/2014, please complete the following table for the past 3 fiscal years and current year-to-date for the number of visits to each site. Provide the source and all assumptions utilized and the end date for the current FY.

Visits to Pediatric Specialty Center at Guilford	FY2011	FY2012	FY2013a^	FY2013b^	FY2014	FY2015	FY2016	FY2017
Visits by Service	10/1/2010 (start date) to 9/30/2011 (end date)	10/1/2011 (start date) to 9/30/2012 (end date)	10/1/2012 (start date) to 1/31/2013 (end date)	2/1/2013 (start date) to 9/30/2013 (end date)	10/1/2013 (start date) to 5/31/2014 (end date)	10/1/2014 (start date) to 9/30/2015 (end date)	10/1/2015 (start date) to 9/30/2016 (end date)	10/1/2016 (start date) to 9/30/2017 (end date)
Infusion Center*	1961	1966	532	983	1049	0	0	0
*Hem/Onc Related Infusions Only***	*1314*	*1295*	*389*	*667*	*661*			
Hematology/Oncology*	0	0	0	636	536	0	0	0
Cardiology^	0	0	0	124	158	0	0	0
Endocrinology^	0	0	0	281	222	0	0	0
Gastroenterology^	0	0	0	33	23	0	0	0
Respiratory^	0	0	0	77	48	0	0	0
TOTAL	3275	3261		Actual = 2666 Annualized = 3241	YTD = 2036 Annualized = 3054	0	0	0
% change (Annualized)	0.00%	-0.43%		-0.61%	-5.77%	-100.00%	0.00%	0.00%

Footnotes:

*As noted on page 1 of the completeness questions, these services are offered at the Pediatric Specialty Center at Guilford within the Yale-New Haven Children's Hospital and the Smilow Cancer Hospital.

**Subset of total infusion center volume - excludes blood draw only visits. Includes Hem/Onc related infusions: chemotherapy medications, hematology medications, other antineoplastic medications, hydration therapy, blood & blood products

^As noted on page 24 and 25 of the CON application, these services became provider-based sites of the hospital at this location in February of 2013, YNHCH does not have billing records of MD visits prior to 2/1/2013.

SOURCES:

YNHCH billing data

ATTACHMENT B

1b. Using the same source of information as submitted on 6/27/2014, please complete the following table for the past 3 fiscal years and current year-to-date for the number of visits to each site. Provide the source and all assumptions utilized & the end date for the current FY.

Visits to Pediatric Specialty Center at Smilow Cancer Hospital (NP7)	FY2011	FY2012	FY2013	FY2014	FY2015**	FY2016**	FY2017**
Visits by Service	10/1/2010 (start date) to 9/30/2011 (end date)	10/1/2011 (start date) to 9/30/2012 (end date)	10/1/2013 (start date) to 9/30/2013 (end date)	10/1/2013 (start date) to 5/31/2014 (end date)	10/1/2014 (start date) to 9/30/2015 (end date)	10/1/2015 (start date) to 9/30/2016 (end date)	10/1/2016 (start date) to 9/30/2017 (end date)
Infusion	2,298	1,874	2,080	1,534	2,347	2,394	2,442
*Hem/Onc Related Infusions Only**	*2,298*	*1,874*	*2,080*	*1,534*	*2,347*	*2,394*	*2,442*
Hematology/Oncology	3,994	4,198	4,031	2,414	3,693	3,767	3,842
Cardiology^	0	0	0	0	0	0	0
Endocrinology^	0	0	0	0	0	0	0
Gastroenterology^	0	0	0	0	0	0	0
Respiratory^	0	0	0	0	0	0	0
TOTAL	6,292	6,072	6,111	YTD = 3,948 Annualized = 5,922	6,040	6,161	6,284
% change (Annualized)		-3.50%	0.64%	-3.09%	2.00%	2.00%	2.00%

Footnotes:

^ As noted on pages 16 and 17 of the CON application, these services are offered at the Pediatric Specialty Center at YNHCH and the Pediatric Specialty Center at One Long Wharf.

*Subset of total infusion center volume - excludes blood draw only visits. Includes Hem/Onc related infusions: chemotherapy medications, hematology medications, other antineoplastic medications, hydration therapy, blood & blood products (ALL infusions at the Smilow site are Hem/Onc Related)

** Assumes standard YNHH clinic growth rates of 2%, consistent with other hospital projections

SOURCES:

YNHCH billing data

ATTACHMENT C

1c. Using the same source of information as submitted on 6/27/2014, please complete the following table for the past 3 fiscal years and current year-to-date for the number of visits to each site. Provide the source and all assumptions utilized & the end date for the current FY.

Visits to Pediatric Specialty Center at Long Wharf	FY2011	FY2012	FY2013	FY2014	FY2015**	FY2016**	FY2017**
Visits by Service	10/1/2010 (start date) to 9/30/2011 (end date)	10/1/2011 (start date) to 9/30/2012 (end date)	10/1/2013 (start date) to 9/30/2013 (end date)	10/1/2013 (start date) to 5/31/2014 (end date)	10/1/2014 (start date) to 9/30/2015 (end date)	10/1/2015 (start date) to 9/30/2016 (end date)	10/1/2016 (start date) to 9/30/2017 (end date)
Infusion*	0	0	0	0	0	0	0
Hematology/Oncology*	0	0	0	0	0	0	0
Cardiology^	0	0	42	36	55	56	57
Endocrinology^	0	0	1,062	1,643	2,514	2,564	2,616
Gastroenterology^	0	0	190	220	337	344	351
Respiratory^	0	0	39	302	462	471	481
TOTAL	0	0	Actual = 1,333 Annualized = 2,000	YTD = 2,201 Annualized = 3,302	3,368	3,435	3,504
% change	0.00%	0.00%		65.10%	2.00%	2.00%	2.00%

Footnotes:

*As noted on page 1 of the completeness questions, these services are offered at the Pediatric Specialty Center within the Yale-New Haven Children's Hospital and the Smilow Cancer Hospital.

^These services became provider-based sites of the hospital at this location in February of 2013.

** Assumes standard YNHH clinic growth rates of 2%, consistent with other hospital projections

SOURCES:

YNHCH billing data

ATTACHMENT D

1d. Using the same source of information as submitted on 6/27/2014, please complete the following table for the past 3 fiscal years and current year-to-date for the number of visits to each site. Provide the source and all assumptions utilized & the end date for the current FY.

Visits to Pediatric Specialty Center at the Yale New Haven Children's Hospital (WP2)	FY2011	FY2012	FY2013a^	FY2013b^	FY2014	FY2015*	FY2016*	FY2017*
Visits by Service	10/1/2010 (start date) to 9/30/2011 (end date)	10/1/2011 (start date) to 9/30/2012 (end date)	10/1/2012 (start date) to 1/31/2013 (end date)	2/1/2013 (start date) to 9/30/2013 (end date)	10/1/2013 (start date) to 5/31/2014 (end date)	10/1/2014 (start date) to 9/30/2015 (end date)	10/1/2015 (start date) to 9/30/2016 (end date)	10/1/2016 (start date) to 9/30/2017 (end date)
Infusion*	1,253	1,452	465	952	1,091	1,678	1,712	1,746
*Hem/Onc Related Infusions***	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
Hematology/Oncology^	0	0		200	117	179	183	186
Cardiology^	0	0		655	642	991	1,011	1,031
Endocrinology^	0	0		1,112	995	1,522	1,552	1,583
Gastroenterology^	0	0		1,388	1,221	1,868	1,905	1,943
Respiratory^	0	0		362	544	832	849	866
TOTAL	1,253	1,452		Actual = 5,134 Annualized = 6,993	YTD = 4,610 Annualized = 6,915	7,070	7,211	7,356
% change (Annualized)	0.00%	15.88%			-1.12%	2.00%	2.00%	2.00%

Footnotes:

*As noted on page 1 of the completeness questions, these services are offered within the Pediatric Specialty Center at YNHCH (WP2) and Smilow Cancer Hospital (NP7), which is connected to YNHCH.

^These services became provider-based sites of the hospital at this location in February of 2013.

**Subset of total infusion center volume - excludes blood draw only visits. Includes Hem/Onc related infusions: chemotherapy medications, hematology medications, other antineoplastic medications, hydration therapy, blood & blood products (No infusions in this site are Oncology related)

** Assumes standard YNHH clinic growth rates of 2%, consistent with other hospital projections

SOURCES:

YNHCH billing data

ATTACHMENT E

1e. Using the same source of information as submitted on 6/27/2014, please complete the following table for the past 3 fiscal years and current year-to-date for the number of visits to each site. Provide the source and all assumptions utilized & the end date for the current FY.

Visits to Pediatric Specialty Center at Greenwich	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Visits by Service	10/1/2010 (start date) to 9/30/2011 (end date)	10/1/2011 (start date) to 9/30/2012 (end date)	10/1/2013 (start date) to 9/30/2013 (end date)	10/1/2013 (start date) to 5/31/2014 (end date)	10/1/2014 (start date) to 9/30/2015 (end date)	10/1/2015 (start date) to 9/30/2016 (end date)	10/1/2016 (start date) to 9/30/2017 (end date)
Infusion*	0	0	0	0	0	0	0
Hematology/Oncology^	0	0	0	0	0	0	0
Cardiology^	0	0	0	0	0	0	0
Endocrinology^	0	0	0	0	0	0	0
Gastroenterology^	0	0	0	0	0	0	0
Respiratory^	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0
% change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Footnotes:

All physician office services are non-provider based and the visit data are maintained by YMG

ATTACHMENT F

1f. Using the same source of information as submitted on 6/27/2014, please complete the following table for the past 3 fiscal years and current year-to-date for the number of visits to each site. Provide the source and all assumptions utilized & the end date for the current FY.

Visits to Pediatric Specialty Center at Norwalk	FY2011	FY2012**	FY2013	FY2014	FY2015*	FY2016*	FY2017*
Visits by Service	10/1/2010 (start date) to 9/30/2011 (end date)	10/1/2011 (start date) to 9/30/2012 (end date)	10/1/2012 (start date) to 9/30/2013 (end date)	10/1/2013 (start date) to 5/31/2014 (end date)	10/1/2014 (start date) to 9/30/2015 (end date)	10/1/2015 (start date) to 9/30/2016 (end date)	10/1/2016 (start date) to 9/30/2017 (end date)
Infusion*	0	0	0	0	0	0	0
Hematology/Oncology^	0	2	56	76	116	118	121
Cardiology^	0	16	137	75	115	117	120
Endocrinology^	0	58	645	287	439	448	457
Gastroenterology^	0	65	321	551	843	860	877
Respiratory^	0	0	52	115	176	180	183
TOTAL	0	Actual = 141 Annualized = 564	1,211	Actual = 1,049 Annualized = 1,574	1,689	1,723	1,757
% change (Annualized)			114.72%	29.98%	2.00%	2.00%	2.00%

Footnotes:

** Opened as provider-based location in July, 2012

** Assumes standard YNHH clinic growth rates of 2%, consistent with other hospital projections

SOURCES:

YNHCH billing data

ATTACHMENT G

2. Using the same source of information as submitted on 6/27/2014, please provide for the last 3 completed fiscal years the actual number of total visits by town of origin for the Guilford Location

TOWN	FY2011	FY2012	FY2013
CT TOWNS	Total Visits	Total Visits	Total Visits
Andover	1	0	0
Ansonia	10	7	19
Baltic	3	1	2
Beacon Falls	1	1	3
Bethany	7	6	0
Bethel	2	3	1
Bozrah	4	1	3
Branford	37	46	83
Bridgeport	108	122	100
Bristol	0	2	2
Brookfield	0	1	1
Brooklyn	1	5	20
Canterbury	0	0	5
Cheshire	15	6	24
Chester	1	2	0
Clinton	49	85	77
Colchester	21	26	34
Cromwell	1	1	0
Danbury	14	14	15
Danielson	2	1	8
Darien	36	26	33
Deep River	8	5	6
Derby	2	8	28
Durham	15	6	12
East Haddam	1	1	6
East Hampton	0	0	2
East Haven	96	76	147
East Lyme	10	6	27
East Windsor	0	0	3
Easton	6	2	4
Ellington	0	0	1
Essex	23	5	9
Fairfield	54	40	64
Farmington	0	2	1
Franklin	0	0	3
Gales Ferry	2	10	30
Glastonbury	7	1	5
Greenwich	32	35	31
Groton	21	31	43
Guilford	147	57	135
Hamden	62	95	140
Hampton	0	1	0
Hartford	0	0	2
Hebron	1	0	0
Higganum	4	1	9
Jewett City	17	38	69
Kensington	0	0	2
Killingly	0	1	1
Killingworth	14	4	13
Lebanon	3	2	7
Ledyard	5	2	15
Madison	86	52	96
Marlborough	0	0	1
Meriden	5	11	22
Middlebury	6	4	2
Middlefield	0	17	8

2. Using the same source of information as submitted on 6/27/2014, please provide for the last 3 completed fiscal years the actual number of total visits by town of origin for the Guilford Location

TOWN	FY2011	FY2012	FY2013
CT TOWNS	Total Visits	Total Visits	Total Visits
Middletown	19	5	7
Milford	99	66	78
Monroe	36	49	35
Montville	6	4	9
Moosup	6	2	2
Naugatuck	32	33	14
New Britain	0	0	1
New Canaan	10	13	26
New Fairfield	0	1	0
New Haven	13	9	46
New London	30	64	58
New Milford	1	1	2
Newtown	12	9	9
Niantic	27	36	58
North Branford	16	6	31
North Haven	78	55	77
North Stonington	2	3	4
Northford	52	81	27
Norwalk	32	47	58
Norwich	27	22	57
Old Lyme	50	69	89
Old Mystic	9	14	31
Old Saybrook	6	6	19
Orange	11	7	17
Oxford	2	5	6
Pawkatuck	6	7	11
Plainfield Village	4	7	5
Portland	0	1	1
Preston	8	5	0
Prospect	2	4	2
Redding	2	4	7
Rhode Island	0	3	6
Ridgefield	12	20	5
Riverside	0	0	1
Rocky Hill	1	0	1
Roxbury	1	0	0
Salem	3	1	2
Seymour	16	21	24
Shelton	16	13	14
Southbury	2	1	1
Southington	1	1	5
Southport	0	0	1
Stamford	122	75	67
Sterling	0	1	1
Stonington	1	14	8
Stratford	14	18	24
Trumbull	34	25	33
Uncasville	12	2	11
Unionville	0	2	0
Voluntown	0	1	1
Wallingford	28	44	49
Washington	2	0	1
Waterbury	11	9	27
Waterford	20	11	16
Watertown	0	6	9
West Haven	67	43	56

2. Using the same source of information as submitted on 6/27/2014, please provide for the last 3 completed fiscal years the actual number of total visits by town of origin for the Guilford Location

TOWN	FY2011	FY2012	FY2013
CT TOWNS	Total Visits	Total Visits	Total Visits
West Mystic	0	1	0
West Simsbury	0	0	2
Westbrook	8	6	10
Weston	7	9	19
Westport	19	75	53
Wilton	18	49	29
Windsor Locks	0	1	0
Woodbridge	0	0	9
Woodbury	2	1	3
CT TOTAL	1,955	1,957	2,649
OUT OF STATE	Total Visits	Total Visits	Total Visits
Florida	0	1	5
Foreign Country	1	0	1
Massachusetts	0	1	1
New Hampshire	0	0	2
New Jersey	0	1	1
New York	4	5	6
Tennessee	0	0	1
Washington DC	1	0	0
unknown	0	1	0
OUT OF STATE TOTA	6	9	17
OVERALL TOTAL	1,961	1,966	2,666

ATTACHMENT H

3. How and where will New London patients continue to access the services if the Guilford location is terminated. Please provide supporting documentation.

New London Visits to Pediatric Specialty Center at Guilford	FY2011	FY2012	FY2013a^	FY2013b^	FY2014	FY2015	FY2016	FY2017
Visits by Service	10/1/2010 (start date) to 9/30/2011 (end date)	10/1/2011 (start date) to 9/30/2012 (end date)	10/1/2012 (start date) to 1/31/2013 (end date)	2/1/2013 (start date) to 9/30/2013 (end date)	10/1/2013 (start date) to 5/31/2014 (end date)	10/1/2014 (start date) to 9/30/2015 (end date)	10/1/2015 (start date) to 9/30/2016 (end date)	10/1/2016 (start date) to 9/30/2017 (end date)
Infusion*	287	371	96	256	193	0	0	0
Hematology/Oncology*				143	67	0	0	0
Cardiology^				4	11	0	0	0
Endocrinology^				61	45	0	0	0
Gastroenterology^				11	4	0	0	0
Respiratory^				17	10	0	0	0
TOTAL				Actual: 588 Annualized: 706	Actual: 330 Annualized: 495	0	0	0
% change					-29.89%	-100.00%	0.00%	0.00%

Footnotes:

*As noted on page 1 of the completeness questions, these services are offered at the Pediatric Specialty Center at Guilford within the Yale-New Haven Children's Hospital and the Smilow Cancer Hospital.

^As noted on page 24 and 25 of the CON application, these services became provider-based sites of the hospital at this location in February of 2013, YNHCH does not have billing records of MD visits prior to 2/1/2013.

SOURCES:

YNHCH billing data

ATTACHMENT I

3. How and where will New London patients continue to access the services if the Guilford location is terminated. Please provide supporting documentation.

Summary of New London County Patients FY2013 and YTD FY2014 (thru May)

October - May FY2014 New London Visits: N = 175 patients, 330 total visits

October - May FY2014 Guilford total = 1022 patients, 2036 total visits

Patients with >=10 visits are highlighted

ID	AGE YEAR	FY2013	YTD FY2014	DX TYPE	Service
1	16	19	35	Hematology	Infusion & Hem/Onc
2	18	35	12	Oncology	Infusion & Hem/Onc
3	8	23	22	Oncology	Infusion & Hem/Onc
4	6	28		Oncology	Infusion & Hem/Onc
5	4	24		Oncology	Infusion & Hem/Onc
6	10	20	3	Oncology	Infusion & Hem/Onc
7	5	20		Oncology	Infusion & Hem/Onc
8	2	13	4	Hematology	Hem/Onc
9	13	10	6	Hematology	Hem/Onc
10	4	8	7	Hematology	Hem/Onc
11	3	9	5	Hematology	Hem/Onc
12	22	11		Hematology	Infusion & Hem/Onc
13	16	10		Oncology	Infusion & Hem/Onc
14	14	8	2	Oncology	Hem/Onc
15	0	7	2		
16	7	5	1		
17	0	2	7		
18	0	3	3		
19	17	7			
20	0		6		
21	5	3	4		
22	18	4	2		
23	18	5	2		
24	7	5			
25	15	4	1		
26	8	3	2		
27	8	2	3		
28	16	5			
29	0	2	3		
30	10	4	1		
31	13	1	3		
32	16		4		
33	15	2	2		
34	3	4			
35	8	2	2		
36	13	3	1		
37	11	2	2		
38	12	2	2		
39	13	1	3		
40	12	3	1		
41	10	2	2		
42	12	2	2		
43	2	3	1		
44	10	3	1		
45	16	4			
46	14	3	1		
47	3	4			
48	17	4			
49	2	2	2		
50	12	4			
51	1		4		
52	12		4		

3. How and where will New London patients continue to access the services if the Guilford location is terminated. Please provide supporting documentation.

Summary of New London County Patients FY2013 and YTD FY2014 (thru May)

October - May FY2014 New London Visits: N = 175 patients, 330 total visits

October - May FY2014 Guilford total = 1022 patients, 2036 total visits

Patients with >=10 visits are highlighted

ID	AGE YEAR	FY2013	YTD FY2014	DX TYPE	Service
53	16	2	1		
54	18	2	1		
55	20	2	1		
56	7	2	1		
57	12	3			
58	4	3			
59	8	2	1		
60	19	2	1		
61	8	2	1		
62	3	2	1		
63	1	2	1		
64	13	1	2		
65	1	3			
66	5	3			
67	2	2	1		
68	12	3			
69	1	1	2		
70	0		3		
71	3	1	2		
72	18	1	2		
73	9	1	2		
74	13	1	2		
75	0		3		
76	2		3		
77	9		3		
78	17	2			
79	6	1	1		
80	8	1	1		
81	11	2			
82	5	2			
83	7		2		
84	5	1	1		
85	11	2			
86	22	1	1		
87	17	1	1		
88	4	1	1		
89	8	1	1		
90	20	2			
91	23	1	1		
92	11	2			
93	17	2			
94	3	1	1		
95	16	1	1		
96	14	1	1		
97	16	1	1		
98	10	1	1		
99	8	1	1		
100	11	1	1		
101	6		2		
102	7		2		
103	9	2			
104	14	2			
105	11	1	1		

3. How and where will New London patients continue to access the services if the Guilford location is terminated. Please provide supporting documentation.

Summary of New London County Patients FY2013 and YTD FY2014 (thru May)

October - May FY2014 New London Visits: N = 175 patients, 330 total visits

October - May FY2014 Guilford total = 1022 patients, 2036 total visits

Patients with >=10 visits are highlighted

ID	AGE YEAR	FY2013	YTD FY2014	DX TYPE	Service
106	8		2		
107	16	1	1		
108	13	2			
109	6	1	1		
110	1	2			
111	2	1	1		
112	18	2			
113	12	2			
114	14	2			
115	17	2			
116	15	2			
117	0		2		
118	18	2			
119	15	1	1		
120	1	2			
121	1		2		
122	0	1	1		
123	0	1	1		
124	2	2			
125	4	1	1		
126	15	1	1		
127	13	1	1		
128	9		2		
129	10		2		
130	1		2		
131	10		2		
132	18		2		
133	6		2		
134	9		2		
135	26	1	1		
136	24	1	1		
137	16	2			
138	12	2			
139	12	2			
140	11		1		
141	13	1			
142	10	1			
143	16	1			
144	7		1		
145	10	1			
146	7	1			
147	19	1			
148	5	1			
149	18	1			
150	5	1			
151	7	1			
152	15		1		
153	8		1		
154	5		1		
155	21	1			
156	8	1			
157	12	1			
158	2	1			

3. How and where will New London patients continue to access the services if the Guilford location is terminated. Please provide supporting documentation.

Summary of New London County Patients FY2013 and YTD FY2014 (thru May)

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Patients with >=10 visits are highlighted

ID	AGE YEAR	FY2013	YTD FY2014	DX TYPE	Service
159	6		1		
160	4		1		
161	11		1		
162	17	1			
163	10	1			
164	16	1			
165	37	1			
166	11	1			
167	13	1			
168	1	1			
169	18	1			
170	11	1			
171	20		1		
172	1	1			
173	15	1			
174	2	1			
175	13		1		
176	19		1		
177	15	1			
178	23	1			
179	17	1			
180	12	1			
181	13	1			
182	17	1			
183	15		1		
184	9		1		
185	21	1			
186	8		1		
187	12	1			
188	16		1		
189	9		1		
190	11	1			
191	2		1		
192	8	1			
193	19	1			
194	5		1		
195	14		1		
196	13	1			
197	18	1			
198	3	1			
199	22	1			
200	10	1			
201	13	1			
202	9	1			
203	10	1			
204	6	1			
205	6		1		
206	16	1			
207	8		1		
208	10	1			
209	9	1			
210	4	1			
211	13	1			

3. How and where will New London patients continue to access the services if the Guilford location is terminated. Please provide supporting documentation.

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Patients with >=10 visits are highlighted

ID	AGE YEAR	FY2013	YTD FY2014	DX TYPE	Service
212	4	1			
213	17	1			
214	3	1			
215	14		1		
216	14	1			
217	14	1			
218	12	1			
219	15	1			
220	8		1		
221	16	1			
222	10		1		
223	29	1			
224	11	1			
225	5	1			
226	1	1			
227	3	1			
228	12		1		
229	2	1			
230	13	1			
231	15	1			
232	15	1			
233	15	1			
234	7	1			
235	15	1			
236	16	1			
237	1	1			
238	10		1		
239	1	1			
240	16		1		
241	9	1			
242	3	1			
243	3		1		
244	8	1			
245	14	1			
246	1		1		
247	6	1			
248	16	1			
249	1	1			
250	9	1			
251	15	1			
252	0		1		
253	2	1			
254	7	1			
255	1	1			
256	13	1			
257	0	1			
258	9		1		
259	7	1			
260	9	1			
261	16	1			
262	3	1			
263	1	1			
264	16	1			

3. How and where will New London patients continue to access the services if the Guilford location is terminated. Please provide supporting documentation.

Summary of New London County Patients FY2013 and YTD FY2014 (thru May)

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Patients with >=10 visits are highlighted

ID	AGE YEAR	FY2013	YTD FY2014	DX TYPE	Service
265	10	1			
266	8	1			
267	11	1			
268	6	1			
269	2	1			
270	0		1		
271	0	1			
272	15	1			
273	16	1			
274	16	1			
275	17	1			
276	12	1			
277	14	1			
278	8	1			
279	15	1			
280	0	1			
281	0	1			
281	1	1			
283	7	1			
284	38	1			
285	0		1		
286	5	1			
287	16		1		
288	7		1		
289	9		1		
290	0		1		
291	10		1		
292	8		1		
293	5		1		
294	11		1		
295	8		1		
296	0		1		
297	0		1		
298	6		1		
299	5		1		
300	0		1		
301	12		1		
302	1		1		
303	14		1		
304	13		1		
305	2		1		
306	3		1		
307	6		1		
308	11		1		
309	15		1		
310	15		1		
311	6		1		
312	1		1		
313	0		1		
314	5		1		
315	3		1		
316	9		1		
317	5		1		

3. How and where will New London patients continue to access the services if the Guilford location is terminated. Please provide supporting documentation.

Summary of New London County Patients FY2013 and YTD FY2014 (thru May)

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Patients with >=10 visits are highlighted

ID	AGE YEAR	FY2013	YTD FY2014	DX TYPE	Service
318	0		1		
319	8		1		
320	1		1		
321	5		1		
322	15		1		
323	14	1			
324	5	1			
325	13		1		
326	12	1			
327	16		1		
328	10	1			
329	12	1			
330	13	1			
331	10	1			
332	11	1			
333	10	1			
334	13	1			
335	10	1			
336	14		1		
337	15	1			
338	6		1		
	TOTAL	**588**	**330**		

ATTACHMENT J

YALE-NEW HAVEN CHILDREN'S HOSPITAL

Yale SCHOOL OF MEDICINE
Department of Pediatrics

May 28, 2014

Dear Parent/Guardian,

Re.: Changes in Pediatric Specialty Center Sites

We are pleased to announce the opening of the newest location of Yale-New Haven Children's Hospital Pediatric Specialty Center at 5520 Park Ave., Trumbull, CT. The new Center, which will begin seeing patients June 30, 2014 will allow for increased access to the Children's Hospital's specialty programs and services. The new Center features ample free parking, a spacious layout, and specialized amenities which will allow us to provide more individualized care for our patients and families.

The Pediatric Specialty Center at 405 Church St., Guilford, CT is seeking regulatory approval to discontinue services at the end of June. To ensure continuation of care, and ease of appointment availability with your provider, patients who currently receive services at the Guilford Pediatric Specialty site will be able to select from our Pediatric Hematology/Oncology and Infusion Center at Smilow Cancer Hospital in New Haven or the new Center in Trumbull . To help your selection, we have attached a provider schedule for both locations. In either case, you and your child will continue to be cared for by your current physician and members of our multidisciplinary team (nurses, child life specialists, and social workers).

Our staff is committed to the continued provision of high-quality individualized care, and your child's records will be available at either site you choose, ensuring a seamless transition. During the next month, a member of our team will contact you to reschedule any appointment you may already have scheduled after June 2014. Additionally, please feel free to discuss this with our physicians and staff during your next visit.

The Yale Department of Pediatrics and the Yale-New Haven Children's Hospital Pediatric Specialty Centers thank you for the opportunity to provide healthcare services for your child. We appreciate your understanding during this transition as we build and strengthen our programs to support your needs.

Sincerely Yours,

Tina Tolomeo, DNP, APRN, FNP-BC-AE-C
Director, Program Development and Operations
Yale School of Medicine Department of Pediatrics

Lynne Sherman, BSN, RN, MHA
Director, Pediatric Specialty Centers
Yale-New Haven Children's Hospital

ATTACHMENT K

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE ("**Lease**"), dated as of July 1, 2008 (the "**Effective Date**"), is between **405 CHURCH STREET ASSOCIATES, LLC**, a Connecticut limited liability company with an address of c/o Joseph McNamara, M.D., 40 Cross Street, Norwalk, Connecticut 06851, ("**Landlord**"), and **YALE UNIVERSITY**, a specially chartered Connecticut corporation with an address of 2 Whitney Avenue, Sixth Floor, Post Office Box 208255 Yale Station, New Haven, Connecticut 06520-8255 ("**Tenant**").

In consideration of their mutual covenants herein contained, the parties hereto agree as follows:

1. **PREMISES**. Landlord hereby leases to Tenant, and Tenant hires from Landlord, the premises shown as the crosshatched area on **Exhibit A** attached hereto and made part hereof, consisting of approximately Four Thousand Five Hundred (4,500) leasable square feet on the first floor (the "**Premises**") in a building ("**Building**") owned by Landlord and more particularly known as **405 Church Street** in the Town of Guilford, County of New Haven and State of Connecticut ("**Property**"). The term "**leasable square feet**" equals the rentable square feet in the Premises, as measured in accordance with the Building Owners and Management Associations ("BOMA") Method, American National Standard (ANSI/BOMA Z65.1-1996) and the size of the Premises shall not be subject to remeasurement. During the Term, Tenant shall also have the non-exclusive right to use, in common with the Landlord and any other tenants of the Building, any areas which the Landlord may from time to time make generally available to all of the tenants in the Building, such as the elevators, stairways, corridors, restrooms and parking areas, within the Property ("**Common Areas**"), provided that Landlord shall not change the Common Areas if the change would materially and adversely affect Tenant's access to the Premises, the parking available to the Building or any other Common Areas available for Tenant's use. Tenant shall have the right to enter and occupy the Premises upon execution of this Lease provided that such occupancy shall be subject to all of the terms and conditions of this Lease, except the obligation to pay Base Rent.

2. **TERM; OPTION TO EXTEND; TERMINATION.**

2.1 The initial Term of this Lease shall commence on the Effective Date ("**Commencement Date**"), and shall continue for a period of sixty (60) full calendar months following the Commencement Date (the "**Term**").

2.2 Provided Tenant is in complete occupancy of the Premises and further provided Tenant is not in default of this Lease at the time of the exercise of each Option and as of the first day of each Option Term, Tenant shall have the option ("**Option**") to extend the Term for two (2) successive additional terms of five (5) years each (each, an "**Option Term**"), upon the same conditions and terms (except for rent which shall be more particularly addressed below) contained herein except that Tenant shall have only one remaining Option during the first Option Term and no further Options during the second Option Term, by giving Landlord written notice

of its intent to do so at least one hundred twenty (120) days prior to the expiration of the then current Term.

2.3 During the initial Term only and provided that Tenant is not then in default under this Lease beyond any applicable notice and cure period, Tenant shall have the option to terminate this Lease at any time after the third (3rd) "Lease Year," as that term is defined herein (the "**Early Termination Date**") provided Tenant gives Landlord not less than three (3) months prior written notice to terminate. As of the Early Termination Date, (a) all Rent payable under the Lease shall be paid through and apportioned as of the Early Termination Date; (b) Tenant shall pay Landlord the sum of [redacted] the "**Hard Payment Amount**"); and (ii) the "Unamortized Amount," as that term is defined herein, of the "Fit Up Cost," as that term is defined herein (collectively referred to herein as the "**Early Termination Payment**"); (c) neither party shall have any rights, liabilities or obligations under this Lease for the period accruing after the Early Termination Date, except those which, by the provisions of this Lease, expressly survive the termination of the term of this Lease; and (d) Tenant shall surrender the Premises in the condition required under this Lease. The term "**Unamortized Amount**," as used in this Section 2.3, shall mean that portion of the Fit Up Cost which, based on a full amortization of such costs on a straight line basis over a term of five (5) years, remains unamortized as of the Early Termination Date. Further, if Tenant exercises the option to terminate this Lease at any time after the last day of third (3rd) Lease Year, then the Hard Payment Amount shall be reduced using the following formula: The Hard Payment Amount shall be multiplied by a fraction, the numerator which shall be the number of full calendar months remaining between the Early Termination Date and the natural expiration date of this Lease and the denominator of which shall be twenty four (24). The resulting product shall be deemed to be the Hard Payment Amount. For illustrative purposes only, if the Early Termination Date were to occur with eighteen (18) months remaining until the natural expiration date, then the Hard Payment Amount would be reduced to [redacted] This option to terminate shall be self-operative and no additional agreement between Landlord and Tenant shall be necessary to effectuate such termination; provided, however, Landlord and Tenant shall, for their mutual convenience, execute a termination agreement prior to the Early Termination Date. For purposes of this Section 2.3 and regardless of any other provision in this Lease to the contrary, the term "**Fit Up Cost**" shall mean the amount of [redacted] With regard to the immediately preceding sentence, for clarification, Landlord and Tenant agree that, pursuant to Section 3 below, if Tenant does not exercise its option to terminate as set forth in this Section 2.3, then the Fit Up Cost shall be in the amount of [redacted] however, in lieu thereof, if Tenant does exercise its option to terminate this Lease as provided in this Section 2.3, the Fit Up Cost shall instead be deemed to be in the amount of [redacted] and the Fit Up Cost shall also include any portion of the "Fit Up Payment," as that term is defined in Section 3.4 below, which remains unpaid. This option to terminate shall be of no further force or effect at such time as Tenant exercises the first Option to renew the term hereof.

2.4 "**Lease Year**" shall mean the full twelve (12) calendar month period (plus the initial partial calendar month during which the Commencement Date shall occur if the

Commencement Date is not the first day of a calendar month) commencing on the Commencement Date, and each successive twelve (12) calendar month period thereafter.

3. **RENT**.

3.1. Commencing on the Commencement Date, Tenant shall pay to Landlord at the address designated for notices hereunder, or to Landlord's agent designated in writing, base rent ("**Base Rent**") as follows:

First Lease Year: [redacted]

Second Lease Year: [redacted]

Third Lease Year: [redacted]

Fourth Lease Year: [redacted]

Fifth Lease Year: [redacted]

3.2 Base Rent for the first (1st) Lease Year of the first (1st) Option Term (i.e., Lease Year 6), if exercised, shall be equal to the greater of (a) [redacted] per month; [redacted]) or (b) the lesser of (i) one hundred percent (100%) of the then-Market Rental Rate (as hereinafter defined); or (ii) [redacted] annum. The "**Market Rental Rate**" is the rental rate then being charged by landlords (including Landlord) in the New Haven County East shoreline area (East Haven, Branford, Guilford, and Madison) in general medical office buildings on renewal leases to tenants of a similar credit quality to Tenant for space of similar quality and size as the Premises, taking into account, all relevant factors. Landlord shall notify Tenant of the Base Rent for the first Option Term within thirty (30) days after receipt of Tenant's notice of its exercise of the option. For each Lease Year occurring thereafter during the first (1st) Option Term, the annual Base Rent shall be increased by four percent (4%) per annum.

3.3 Base Rent for the first (1st) Lease Year of the second (2nd) Option Term (i.e., Lease Year 11), if exercised, shall be equal to the greater of (a) the annual Base Rent payable by Tenant during the last Lease Year of the first (1st) Option Term (i.e., Lease Year 10); or (b) the lesser of (i) one hundred percent (100%) of the then-Market Rental Rate; or (ii) an amount equal to one hundred six percent (106%) of the annual Base Rent payable for Lease Year 10, calculated on a per square foot basis. For each Lease Year occurring thereafter during the second (2nd) Option Term, the annual Base Rent shall be increased by four percent (4%) per annum.

3.4 Tenant hereby acknowledges and agrees that Landlord has previously performed certain improvements to the Premises which improvements cost One Hundred Ninety One Thousand Five Hundred Twenty Four and 00/100 Dollars ($191,524.00). Subject to the provisions of Section 2.3. hereinabove, Tenant has agreed to reimburse Landlord for said costs in the amount of One Hundred Twenty Thousand and 00/100 Dollars ($120,000.00). Therefore, in addition to the Base Rent payable hereunder, and in consideration of this Lease and in further consideration for the improvements made to the Premises as aforesaid, which improvements Tenant acknowledges have been completed, Tenant shall pay to Landlord, as Additional Rent, the amount of [redacted] (the "**Fit Up Payment**"), as follows: Commencing on the Commencement Date, the Fit Up Payment shall be paid in sixty (60) equal installments of Two Thousand and 00/100 Dollars ($2,000.00) each, due on the first day of each month throughout the Term, together with Tenant's monthly installments of Base Rent. If Tenant exercises its option to terminate this Lease as provided in Section 2.3 above, then Tenant shall be required to pay to Landlord, in lump sum, the remaining balance of the Fit Up Payment, as part of the Fit Up Costs set forth in Section 2.3.

3.5 The Base Rent shall be due and payable in advance in twelve (12) equal installments in good and collectible funds on or before the first day of each calendar month. Any other sums of money as shall become due and payable under this Lease shall be defined as "Additional Rent," and unless otherwise provided herein, shall be due and payable within thirty (30) days of Tenant's receipt of a bill therefor from Landlord. The Base Rent and the Additional Rent are sometimes hereinafter collectively called "**Rent**" or "**rent**" and shall be paid when due in lawful money of the United States without demand, deduction, abatement, or offset at such place as is set forth in this Lease or as Landlord may designate from time to time.

3.6 In the event any Monthly Rent or Additional Rent or other amount payable by Tenant hereunder is not paid within ten (10) days after its due date on two (2) occasions during any one twelve (12) calendar month period, for the remainder of such twelve (12) calendar month period, for any subsequent such late payment by Tenant, Tenant shall pay to Landlord a late charge (the "Late Charge"), as Additional Rent, in an amount equal to five percent (5%) of the amount of such late payment. Failure to pay any Late Charge shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner. Failure to charge or collect such Late Charge in connection with any one (1) or more such late payments shall not constitute a waiver of Landlord's right to charge and collect such Late Charges in connection with any other or similar or like late payments. The rent shall be prorated for any partial month at the beginning or end of the Term.

4. **USE OF THE PREMISES.** Tenant shall use the Premises for general medical offices and related uses incidental thereto and for no other use or purpose. Tenant and its employees shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days a year, subject to Landlord's security measures; however, the normal business hours are from 8:00 A.M. to 6:00 P.M. Monday through Friday ("**Normal Business Hours**"). Tenant shall not "prop" the door to the Building open nor allow students or other visitors to enter upon the Building or Premises without appointments after Normal Business Hours. Landlord agrees not to lease, or permit any other tenant to sublease, space in the Building for use in the practice of any pediatric sub-specialty, without the prior written consent of Tenant (to be given or withheld in Tenant's sole discretion). Nothing stated in

the foregoing shall limit Landlord's right to lease any portion of the Building to a tenant, or to permit any Building tenant to sublease or license space within the Building, for use in the practice of general pediatrics.

Neither Landlord nor Landlord's agents have made any representations or promises with respect to the condition of the Building, the Common Areas, the Land, the Premises, the Property, or any other matter or thing affecting or related to the Building, the Common Areas, the Land, the Premises, or the Property, except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in this Lease.

5. **UTILITIES AND OTHER SERVICES.** Subject to Section 26.10 herein, Landlord shall furnish to Tenant, while Tenant occupies the Premises, the following services, at Landlord's expense, except to the extent included in Building Operating Expenses under Section 6:

5.1 HVAC. Landlord shall provide air conditioning and heating as reasonably required for comfortable use and occupancy under ordinary office conditions, during Normal Business Hours, Monday through Friday, except for all federal and state holidays. Tenant shall be responsible for payment of gas used to heat the Premises, which is measured by separate meters for the Premises. Air conditioning and heating for the Premises will be provided at times other than the Normal Business Hours, upon receipt of reasonable prior notice from Tenant. Landlord shall bill Tenant in arrears by monthly invoice for Landlord's actual out-of-pocket cost for providing air conditioning and heating after the Normal Business Hours, and Tenant shall pay the same within ten (10) days after Tenant's receipt of a bill therefor, as Additional Rent.

5.2 Electricity. Landlord shall provide electrical facilities to furnish sufficient power for lighting in the Premises, as well as office equipment which is customary for a general office use, including personal computers and other office equipment having similar or lower electrical consumption. Tenant is responsible for payment of the electricity used within the Premises directly to the utility provider, pursuant to an electrical meter to be installed by Tenant at its expense.

5.3 Plumbing; Other Utility Services. Landlord shall furnish hot and cold water to the lavatories and the Premises (subject to Tenant's responsibility for utility charges for heating water), maintain, repair and replace the plumbing fixtures to keep them in good working condition during the Term, unless the need for such repair or replacement was caused by the negligent or willful act or omission of Tenant or its employees, agents or contractors and excluding any plumbing fixtures which serve the Premises exclusively), and maintain adequate lighting in the Common Areas, including the parking areas.

5.4 Janitorial. Landlord shall provide janitorial services for the Common Areas, including hallways, restrooms, parking areas sufficient to keep the same in the same condition as similar buildings having similar uses in the Guilford, Connecticut area. Tenant shall be responsible for providing cleaning to the Premises, at its cost. Landlord shall provide a trash receptacle for ordinary office refuse as part of Building Operating Expenses (as defined herein). Tenant shall have the right to dispose of trash in this bin. Landlord shall haul and dispose of all

ordinary office refuse and handle all customary recycling of materials Tenant produces at the Premises to the extent required by applicable law. Tenant shall be solely responsible, at Tenant's sole cost and expense, for safeguarding and disposing of any and all hazardous and biohazardous materials and waste and shall not dispose of the same in any of Landlord's dumpsters or other regular trash bins. Tenant shall not be permitted to place any receptacles outside of the Premises.

5.5 Security. Landlord shall take reasonable measures as Landlord shall determine to ensure adequate security on the Property at all times. Tenant agrees that locking the doors to the Building after Normal Business Hours or keeping the Building entrance doors locked at all times and furnishing a key to Tenant, represents reasonable and sufficient measures.

5.6 Landlord's Liability for Utilities. Except as provided below, Landlord shall not be liable in damages, by abatement of rent or otherwise, for stoppage of or failure to furnish or delay in furnishing any service or utility to be provided by Landlord whether such failure to furnish or delay in furnishing is occasioned by emergency repairs or by a strike, lockout or other labor trouble, or by inability to secure electricity, gas, water, fuel or other utility or service at the Premises after reasonable efforts by Landlord to do so, or by any accident or casualty, or by the act or default of Tenant or other parties, by any other cause beyond the reasonable control of Landlord or for any other reason. Subject to events of force majeure, if through the negligence of Landlord, any such stoppage, failure or delay persists for more than three (3) consecutive business days and Tenant is unable to operate from all or any portion of the Premises as a result thereof, and Tenant does not, in fact, operate during such period, then Tenant shall be entitled to offset an amount equal to 1/365 of the annual Base Rent (but only in proportion to the Premises which is not, in fact, used by Tenant) against the Base Rent next due hereunder for each day after the third (3rd) business day that such condition persists.

5.7 Parking. Landlord and Tenant agree that parking spaces will be made available in the parking area adjacent to the Building for the non-exclusive use of the Tenant and Tenant's Agents on a first come, first served basis. Landlord shall not create any reserved parking spaces in such parking area, except for handicapped spaces or as otherwise required by applicable law, nor shall Landlord sell or rent any spaces in such parking area to anyone for use other than by tenants of the Building and their agents and guests.

5.8 Snow; Sidewalks. Landlord shall maintain the sidewalks, parking lots and entryways on and around the Property reasonably free and clear of snow, ice and other obstructions, including trash.

5.9 Elevators. Landlord shall maintain the elevators in the Building in good repair and generally in operation during Normal Business Hours and have at least one elevator in service at all other times.

5.10 Pest Control. Landlord shall take adequate measures, including regularly scheduled extermination if necessary, to eliminate all rodents, insects and pests from the Building and the Premises.

5.11 Landscaping; Exterior Improvements. Landlord shall maintain the exterior improvements to the Land, including curbs, driveways, parking areas, sidewalks, lighting, shrubbery, landscaping and fencing.

5.12 Telephone. Tenant shall be responsible for supplying its own telephone and data lines and for all telephone service charges, provided that the existing telephone lines, jacks and implements in the portion of the space occupied by the Tenant prior to the Commencement Date shall remain property of Landlord. Landlord acknowledges that Tenant has its own telephone network and agrees that Tenant may, at its own expense, bring sufficient optic fiber cable to the Premises to permit Tenant's workmen to install connection for telephone and data network services to Tenant's network via third party connections subject to Landlord's approval as to method, manner and location of such installation, which approval shall not be unreasonably withheld.

6. **ADDITIONAL RENT.**

6.1 For the purpose of this Paragraph 6:

(i) "**Tenant's Proportionate Share**" shall mean the ratio, expressed as a percentage, of the rentable square feet of the Premises to the entire rentable area in the Building, which is 13,700 rentable square feet. Tenant's Proportionate Share is Thirty Two and 85/100 Percent (32.85%).

(ii) "**Real Estate Taxes**" shall mean all taxes, assessments (general or special), levies, user fees, taxes on rental receipts or payments, and other charges, which are assessed, levied or charged upon the Property, Landlord's personal property, furniture, furnishings and equipment located at the Property, or against Landlord, and any other tax imposed upon or levied against real estate or upon owners of real estate or upon any incident of ownership, use or operation of real estate, together with the reasonable costs (including fees of attorneys, consultants, and appraisers) of any negotiation, contest, or appeal pursued by Landlord in connection therewith, during any year or portion thereof throughout the Term. If at any time during the Term the methods of taxation prevailing at the date hereof shall be altered so that in lieu of, or in addition to, or as a substitute for, the whole or any part of the Real Estate Taxes now levied, assessed or imposed, there shall be levied, assessed or imposed any other similar or dissimilar tax, levy, imposition, charge or license fee however described or imposed, then Tenant agrees that such additional taxes shall be included in the definition of Real Estate Taxes. Real Estate Taxes shall not include (A) any interest or penalties; and (B) any capital levy, estate, succession, inheritance, transfer, sales, use or franchise taxes, except for sales taxes on rent, or any income, profits, or revenue tax. Real Estate Taxes do not include any personal property taxes relating to all personal property owned or leased by Tenant and maintained on the Premises, and Tenant shall punctually pay all such personal property taxes.

(iii) "**Building Operating Expenses**" shall mean the total expenses incurred or paid by Landlord for the operation, management, maintenance, repair and

replacement of the Property during each year or portion thereof throughout the Term, including:

(A) reasonable wages, salaries and benefits of all employees engaged in the physical operation, repair and maintenance of the Building, if any, including managing agent fees in an amount reasonable in the Guilford, Connecticut area;

(B) all supplies and materials used in the operation, repair and maintenance of the Building;

(C) the cost of supplying electricity, water, power, heating, lighting, ventilating, air-conditioning and other utilities to the Property and the Building, except for those leasable areas that are separately metered so that tenants may pay the utility provider directly;

(D) the current year's amortized amount of any capital improvements to the Building or the Property which are made for the purpose of reducing Building Operating Expenses (regardless of whether savings are actually realized) including, without limitation, costs incurred in connection with determining the feasibility of installing, maintaining, repairing or replacing any facilities, equipment, systems or devices, or costs incurred in maintaining, repairing and replacing all mechanical and utility systems in or serving the Property (including, without limitation, the sprinkler and heating, ventilation and air-conditioning systems). Such expenses may be included in Building Operating Expenses, as amortized over the minimum period allowed for federal income tax purposes, together with interest at the rate of six percent (6%) per annum;

(E) the cost of all maintenance and service agreements on equipment used in connection with the Property, including Common Area maintenance and upkeep;

(F) accounting fees solely in connection with the determination of Building Operating Expenses;

(G) all insurance premiums and deductibles (but only if actually paid);

(H) the cost of general operation, repair, cleaning and maintenance of the Building (including garbage and refuse removal);

(I) the costs associated with Landlord's obligation to comply with laws, rules and regulations or modifications to such laws, rules and regulations which affect the Property and either (i) became effective on or before July 1, 2008 if Landlord was in compliance

with them as of July 1, 2008, or (ii) become effective after July 1, 2008, but excluding those legal compliance obligations which are the responsibility of tenants of the Building pursuant to such tenants' leases;

(J) Janitorial expenses under section 5.4;

(K) Removal of snow, ice and trash from sidewalks under section 5.8;

(L) Pest control under section 5.10; and

(M) Maintenance of landscaping and exterior improvements under section 5.11.

Notwithstanding anything in this Lease to the contrary, the following expenses are excluded from Building Operating Expenses: (1) expenses incurred by Landlord for any capital expenditures or improvements made to the Property, except as provided above; and (2) salaries and wages of (I) employees above the grade of building superintendent or building manager and (II) the portion of employees' time which is not spent directly and solely in the operation of the Property.

6.2 Landlord shall pay before delinquency all Real Estate Taxes and Building Operating Expenses for the Property. In addition to the Base Rent set forth in Paragraph 3 hereof, Tenant shall pay Landlord the following sums, as Additional Rent:

(i) Tenant's Proportionate Share of Real Estate Taxes payable during the Term (the "**Tax Payment**"). The Tax Payment shall be made by Tenant in accordance with the terms of subparagraph 6.3 hereof; and

(ii) Tenant's Proportionate Share of Building Operating Expenses payable during the Term (the "**Operating Expense Payment**"). The Operating Expense Payment shall be made by Tenant in accordance with the terms of subparagraph 6.3 hereof.

6.3 Within one hundred 120 days after the end of each calendar year, Landlord shall furnish to Tenant itemized statements setting forth the actual Real Estate Taxes and Building Operating Expenses for the most recently completed calendar year and Tenant's Tax Payment and Operating Expense Payment, if any (each, a "**Reconciliation Statement**"). Such statement shall include any receipted tax bills for the relevant calendar year and such supporting documentation as to Building Operating Expenses (including invoices, copies of calculations and such other customary information) as Tenant shall reasonably require. Tenant shall pay the Tax Payment and Operating Expense Payment within thirty (30) days following receipt of the statement described above. However, Landlord shall have the option, in its sole discretion, to require that Tenant pay the Tax Payment and/or the Operating Expense Payment in advance, based on estimates made by Landlord from time to time, and Tenant shall pay one-twelfth (1/12th) of such estimated Tax Payment and/or Operating Expense Payment on a monthly basis on the first day of each month, together with Tenant's monthly installment of Base Rent.

If Landlord elects to have Tenant pay the Tax Payment and Operating Expense Payment in advance, then if a Reconciliation Statement indicates that the estimated Tax Payment and/or Operating Expense Payment for the applicable year exceeded the actual Tax Payment and/or Operating Expense Payment for such year, then Landlord shall, at Tenant's option, either (i) credit such overpayment against future Tax Payments and/or Operating Expense Payments or (ii) pay to Tenant a lump sum payment in such amount. If the Reconciliation Statement indicates that the actual Tax Payment and/or Operating Expense Payment exceeded the estimated Tax Payment and/or Operating Expense Payment, then Tenant shall pay such excess within thirty (30) days after the date of delivery of the applicable Reconciliation Statement.

6.4 Within one (1) year after receipt of any Reconciliation Statement, Tenant shall have the right, by notice to Landlord, to dispute the inclusion and amount of any item or items in any statement, but Tenant shall not be permitted to withhold any such payment or amount in dispute. If it is determined that Tenant has made an underpayment, Tenant shall promptly reimburse Landlord for the amount of such underpayment. If it is determined that Tenant has made an overpayment, Tenant shall promptly receive, at Tenant's option, either (i) a credit against the Annual Base Rent next due and payable; or (ii) a lump sum payment from Landlord in such amount. The obligations hereunder shall survive any termination of this Lease.

6.5 Within twelve (12) months following receipt of a Reconciliation Statement, Tenant shall have the right to examine, to copy and to have an audit conducted of all books and records of Landlord as shall pertain to Building Operating Expenses for that particular year addressed in said Reconciliation Statement. Such audit shall be conducted by an auditing firm retained by Tenant which firm shall not charge on a contingency-fee basis. All expenses of such audit shall be borne by Tenant unless such audit discloses an overstatement of Building Operating Expenses or Real Estate Taxes of four percent (4%) or more, in which case all reasonable expenses of such audit, not to exceed in the aggregate an amount equal to twenty-five percent (25%) of the then-current amount of one month's Base Rent, shall be borne by Landlord, and Tenant's Operating Expense Payment or Tax Payment shall be adjusted accordingly. Landlord shall maintain all books and records for a period of not less than three (3) years following the applicable calendar year.

7. **CONDITION OF THE PREMISES; NO LANDLORD WORK.** Tenant has examined the Premises and accepts them in their existing condition as of the date hereof except as to latent defects, for which Landlord shall be responsible during the first twelve (12) months of the Term only and further provided such latent defects materially and adversely interfere with Tenant's use and occupancy of the Premises. Tenant recognizes and agrees that Landlord shall have no obligation of any nature whatsoever to perform any work for Tenant.

8. **COMPLIANCE WITH LAWS.** Tenant shall observe all laws and regulations imposed by any relevant governmental authority with respect to Tenant's specific use of the Premises and any alterations and improvements made to the Premises including, without limitation, the Americans with Disability Act of 1990, as amended ("**ADA**"). Landlord shall comply with all such laws and regulations including the ADA that apply to the Common Areas to the extent that the need for such compliance is not the result of any alteration or act by Tenant. Tenant shall not do or permit any act or thing to be done in or to the Premises, which is contrary to law. Landlord represents to Tenant that Landlord has not received any notice that the Premises

or the Building fail to comply with any governmental law or regulations pertaining to Tenant's use on the Commencement Date.

9. **TENANT ALTERATIONS.** The Tenant shall have no obligation to make any alterations or improvements to the Premises. The Tenant shall have the right at its sole expense to make alterations, additions or improvements to the Premises which are non-structural and which do not materially adversely affect base building utility services or plumbing and electrical lines Landlord's prior written consent which shall not be unreasonably withheld. Alterations, additions or improvements to the Premises which are structural or which would materially adversely affect base building utility services or plumbing and electrical lines shall only be made with Landlord's consent which may be withheld in Landlord's discretion. For all other alterations other than decorative, cosmetic alterations costing less than $10,000.00, Tenant shall submit plans and specifications for such alterations to Landlord for its prior review and approval, such approval not to be unreasonably withheld, conditioned or delayed. Any such alterations or improvements performed by the Tenant shall be accomplished in accordance with the approved plans and specifications and all applicable building codes, laws, ordinances and regulations. Tenant will procure all necessary permits, approvals and certificates at its expense and cause all necessary inspections to be made. Tenant shall not permit any lien to be filed against the Property as a result of work done by Tenant. In the event such a lien is filed and Tenant fails to cause its removal within thirty (30) days after demand by Landlord, Landlord may discharge such lien by payment or bonding without obligation to inquire into its validity, and Tenant shall reimburse Landlord the entire cost to Landlord of obtaining such discharge, which obligation shall survive the termination or expiration of this Lease. In connection with any alterations or improvements made by or on behalf of Tenant, including any initial alterations, Tenant and its agents, employees and contractors shall comply with the insurance provisions of Section 14.2. The Tenant shall have the right to remove, at or before the expiration or sooner termination of this Lease, any and all tangible and readily removable personal property which may have been installed by the Tenant in the Premises, but the Tenant shall promptly repair, in a workmanlike manner, any damage to the Premises which may be due to such removal.

10. **TENANT'S MAINTENANCE RESPONSIBILITY.** Tenant shall do nothing to harm the Premises. Subject to Section 14.5 hereof, Tenant shall be responsible for all damage or injury to the Premises or any other part of the Building resulting from the neglect or willful misconduct of Tenant or Tenant's Agents and Tenant shall maintain and repair the Premises generally, to the extent not required by Landlord pursuant to Section 5 above, Section 11 below or other provisions of this Lease. Tenant shall also repair any damage to the Building and the Premises caused by the moving of Tenant's fixtures, furniture and equipment. Tenant shall promptly make, at Tenant's expense, all repairs in and to the Premises, for which Tenant is responsible, using only the contractor for the trade or trades in question, reasonably approved by Landlord. Upon the expiration date or the earlier termination of this Lease, Tenant shall surrender and deliver up the Premises to Landlord in the same condition in which they existed at the Commencement Date, excepting only ordinary wear and tear.

11. **LANDLORD'S MAINTENANCE RESPONSIBILITY.** Except as provided in Section 10, Landlord shall maintain and repair the following, the cost of which (to the extent it is not a capital expenditure, unless otherwise permitted in Section 6) shall be included in Building Operating Expenses:

(i) the base building plumbing, sprinkler, heating, ventilating and air conditioning systems, building electrical and mechanical lines and equipment associated therewith, and elevator systems;

(ii) the roof, exterior walls, bearing walls, support beams, foundation, columns, and exterior doors, and exterior windows of the Building;

(iii) the interior walls, ceilings, floors and floor coverings of the Common Areas;

(iv) the exterior improvements to the Land, including curbs, driveways, parking areas, sidewalks, lighting, shrubbery, landscaping and fencing.

As needed to examine and effect such repairs, replacements and improvements, Landlord shall have the right to access the Premises, without notice to Tenant in the event of an emergency, and upon one (1) days' prior notice otherwise, provided however any access to the Premises by Landlord or Landlord's Agents shall be subject to any reasonable restrictions that Tenant may impose to protect the privacy of patients and patient records. Tenant shall permit Landlord to use and maintain and replace pipes and conduits in and through the Premises and to erect new pipes and conduits therein provided they are concealed within the walls, floor, or ceiling. Landlord may, during the progress of any work in the Premises, take all necessary materials and equipment into said Premises, provided that Landlord shall not store any of the equipment or materials in the Premises and shall exercise all of its rights and discharge all of its obligations under this Section 11 at such times and in such manner as will minimize any inconvenience to Tenant or any interference with Tenant's business. If Tenant is not present to open the Premises, in the case of an emergency, Landlord or Landlord's Agents may enter the same by master key or forcibly provided that Landlord repairs any damage occasioned to Tenant, Tenant's Agents or their respective property in connection with such entry. The provisions of this Section 11 shall not apply in the case of fire or other casualty, which shall be exclusively governed by Section 15.

12. **BUILDING ALTERATIONS.** Landlord shall have the right at any time without the same constituting an eviction and without incurring liability to Tenant therefor to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the Building and to change the name, number of designation by which the Building may be known, provided that the Building and the Premises shall remain as accessible and usable as on the Commencement Date and the services provided by Landlord, including the lavatories, are not diminished thereby. Furthermore, the Tenant shall not have any claim against Landlord by reason of Landlord's imposition of such controls of the manner of access to the Building by Tenant's Agents as the Landlord may reasonably deem necessary for the security of the Building and its occupants.

13. **INDEMNIFICATION.** (a) Tenant and its assignees and successors in interest hereby agree to indemnify and hold Landlord harmless from and against any and all costs, liabilities, obligations, penalties, claims, damages, and expenses, including reasonable attorneys fees, arising out of personal injury or property damage claims resulting from (i) Tenant's breach

of any covenant or condition of this Lease; (ii) injury to or death of any person, or damage to or loss of property, on the Premises; and/or (iii) any act or omission by Tenant or Tenant's Agents in or on the Premises or the Property, except to the extent such personal injury or property damage is caused by the negligence or misconduct of Landlord or Landlord's Agents.

(b) Landlord and its assignees and successors in interest hereby agree to indemnify and hold Tenant harmless from and against any and all costs, liabilities, obligations, penalties, claims, damages, and expenses, including reasonable attorneys fees, arising out of Landlord's breach of any covenant or condition of this Lease; or out of personal injury or property damage claims resulting from the negligence or willful misconduct of Landlord or Landlord's Agents in or on the Premises or the Property.

(c) Nothing in this Section 13 is intended to require indemnification for any property claim for which property insurance is required to be maintained under the terms of this Lease. The rights and obligations of Landlord and Tenant under this Section 13 shall survive the expiration or earlier termination of this Lease.

14. **INSURANCE.**

14.1 Tenant's Insurance. During the Term of this Lease, Tenant shall secure at Tenant's expense, a policy or policies of public liability insurance insuring Tenant and insuring Landlord, as an additional insured, against claims for damage to property or injury to persons arising out of or connected to the Premises or the use thereof by Tenant, Tenant's employees, agents and invitees. Such insurance shall be in the amount of Two Million Dollars ($2,000,000.00) combined single limit coverage on an occurrence basis for bodily injury or death, personal injury and property damage, with such deductibles, as Tenant deems appropriate and shall include Contractual Liability coverage. The Tenant's current deductible is $250,000,00. Tenant shall also insure its personal property on the Premises and all leasehold improvements therein at their full replacement cost value, but Tenant shall be permitted to self-insure for the same. The two immediately preceding sentences shall only apply to the Tenant named herein (i.e., Yale University) and are personal to such named Tenant. Any assignee, subtenant, successor or other transferee of the Tenant named herein shall not have a deductible in excess of $10,000.00 and shall be required to carry property insurance insuring one hundred percent (100%) of Tenant's improvements, equipment and personal property. Tenant shall maintain or cause to be maintained workers' compensation in the form of amounts required by law for Tenant and any of Tenant's Agents working on the Premises.

14.2 Landlord's Insurance. During the Term, Landlord shall maintain fire and extended coverage insurance with respect to the Building in amounts sufficient to the full replacement cost thereof, excluding the leasehold improvements in the Premises which shall be the obligation of Tenant to insure. Landlord shall secure as part of Building Operating Expenses, a policy or policies of public liability insurance insuring Landlord against claims for damage to property or injury to persons arising out of or connected to the Building. Such insurance shall be in the minimum amount of Two Million Dollars ($2,000,000.00) combined single limit coverage on an occurrence basis for bodily injury or death, personal injury and property damage. Landlord shall maintain or cause to be maintained workers' compensation in the form and amounts required by law for any of Landlord's Agents working on the Premises. Tenant shall comply with

all reasonable requirements of Landlord's insurers in Tenant's use of the Premises (provided that Tenant shall not be required to incur any material financial obligations in order to satisfy such requirements) and shall do nothing which will cause a termination of or an increase in the cost of such insurance.

14.3 Contractor's Insurance. With respect to any work that Tenant is permitted or required to perform hereunder, Tenant shall require any contractor or subcontractor performing work on the Premises to carry nondeductible comprehensive general liability insurance including contractor's protective general liability coverage, personal and property damage insurance, workers' compensation coverage and non-owned automobile liability coverage in amounts and forms reasonably satisfactory to Landlord, who shall be named as additional insured thereunder and be entitled to a copy of the applicable policy upon request.

14.4 Requirements. The company writing any insurance which either party is required to carry or cause to be carried pursuant to this Lease shall be licensed to do business in the State of Connecticut.

14.5 Waiver of Subrogation. Notwithstanding the other provisions herein, Landlord and Tenant hereby release each other from any and all liability for any property loss or damage which may be inflicted upon such party by fire or other casualty for which insurance is required to be carried by the injured party under the terms of this Lease or which could be covered by an industry standard commercial property insurance policy (whether or not the party suffering the loss or damage actually carries any insurance, recovers under any insurance or self-insures the loss or damage), even if such loss or damage shall be brought about by the fault or negligence of the other party, its agents or employees. Landlord and Tenant shall each have their property insurance policies issued in such form as to waive any right of subrogation as might otherwise exist. This mutual waiver is in addition to any other waiver or release contained in this Lease.

15. **DAMAGE TO THE PREMISES.** If the Premises or any part thereof shall be damaged by fire or other casualty, the parties shall give immediate notice thereof to one another and this Lease shall continue in full force and effect except as hereinafter set forth. If less than Twenty-Five percent (25%) of the Premises is damaged or rendered partially unusable by fire or other casualty, and Tenant has not otherwise terminated this Lease pursuant to this Section 15, the damage thereto (including any damage to the leasehold improvements in the Premises) shall be repaired by and at the sole expense of Landlord and the rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the Premises which is usable. If Twenty-Five percent (25%) or more of the Premises are damaged or rendered wholly unusable by fire or other casualty, or if access to the Premises or the parking available to Tenant is materially damaged, then the rent shall be proportionately paid up to the time of the casualty and thence forth shall cease until the date when the Premises, access and/or parking shall have been repaired and restored, subject to the parties' right to terminate this Lease as hereinafter provided. If Twenty-Five percent (25%) or more of the Premises is rendered unusable, or access to the Premises or parking available to Tenant are materially damaged or if the Building shall be so damaged that Landlord shall decide to demolish it or to rebuild it or if the Premises is rendered inaccessible, then, in any of such events, Tenant may elect to terminate this Lease by written notice to Landlord given within sixty (60) days after

such fire or casualty. If Fifty percent (50%) or more of the Building is rendered unusable (whether or not the Premises are damaged in whole or in part) such that Landlord shall decide to demolish the Building, then Landlord may elect to terminate this Lease by written notice to Tenant given within sixty (60) days after such fire or casualty. Upon such termination, Landlord and Tenant shall be released from any obligations under this Lease, except obligations previously accrued. Unless such a termination notice is served, Landlord shall make the repairs and restorations under the conditions as described herein above, with all reasonable expedition, subject to delays due the adjustment of insurance claims, labor troubles and causes beyond Landlord's control but in any event, Landlord shall fully restore any partial or complete casualty within two hundred seventy (270) days of occurrence, or Tenant may terminate this Lease on thirty (30) days notice unless Landlord completed the work within said thirty (30) day period. After any such casualty, Tenant shall cooperate with Landlord's restoration by removing from the Premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume on the earlier to occur of (i) the date Tenant's resumes its operation from the Premises; or (ii) sixty (60) days after Landlord completes its work.

16. **EMINENT DOMAIN.** If more than Twenty-Five percent (25%) of the Building, shall be lawfully condemned (which term includes eminent domain for the purposes of this Lease) and taken for any public or quasi-public use, or private purchase in lieu thereof, Landlord shall have the right to terminate this Lease as of the date title shall vest in the acquiring authority upon thirty (30) days notice. If more than Ten percent (10%) of the Premises, or such part thereof as would render the Premises unusable for the conduct of Tenant's business, or access thereto or a material portion of the parking available to Tenant shall be taken for any public or quasi-public use, or private purchase in lieu thereof, Tenant shall have the right to terminate this Lease as of the date title shall vest in the acquiring authority upon thirty (30) days notice. Upon any such termination by Landlord or Tenant, Landlord and Tenant shall be released from any obligations under this Lease, except obligations previously accrued. Upon any taking and the continuing in force of this Lease as to a part of the Premises, whether more or less than Twenty-Five percent (25%) thereof, the Rent shall be reduced in proportion to the amount of the area of the Premises taken or rendered unusable because of the taking of access, and Landlord at its expense and promptly after the receipt of the condemnation award or compensation from the acquiring entity shall, unless this Lease has been terminated, diligently rebuild or restore the remainder of the Premises to substantially their former condition to the extent that the same may be feasible as soon as reasonably practicable, but in no event more than two hundred seventy (270) days from the date of condemnation. Landlord's obligations shall be to restore the building structure and interior finishes to the Premises and the Common Areas to the same or better quality as Landlord furnished upon the Commencement Date. In any event, all damages awarded by the acquiring entity for any taking, whether for the whole or part of the Premises, shall be awarded to Landlord as compensation for loss of and diminution of value to the leasehold or of the Premises; provided, however, the Landlord shall not be entitled to any award made directly to Tenant by acquiring authority for removal of Tenant's fixtures, loss of business, moving expenses, build-out costs upon relocation and damage to Tenant's goodwill. In the event that this Lease is terminated as hereinabove provided, Tenant shall not have any claim against the Landlord for the value of the unexpired portion of the Term.

17. **SUBORDINATION.** This Lease is and shall be subordinate and subject to the terms of all ground or underlying leases and to all existing or subsequent mortgages affecting the Building or Premises and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages, provided that the mortgagee or lessor enters into a subordination, nondisturbance and attornment agreement reasonably acceptable to Tenant. Landlord represents that it is the owner in fee simple of the Building.

18. **DEFAULT.** Each of the following shall be an "**Event of Default**" under this Lease: (i) if Tenant should fail to make any payment of Rent within ten (10) days after the due date therefor, or fail to fulfill any other obligation imposed on Tenant by this Lease within thirty (30) days after receipt by Tenant of written notice from Landlord specifying that any such failure has occurred, or if such default is not susceptible to cure within such 30-day period and Tenant has commenced and diligently attempts to cure such default within such 30-day period, such longer period of time as may be required to cure the same, or (ii) if a decree or order of court is entered adjudging Tenant bankrupt or insolvent or approving a petition for the reorganization of Tenant or winding up of Tenant's affairs, or appointing a receiver or trustee in bankruptcy, or making an assignment for the benefit of Tenant's creditors, and the same is not dismissed or vacated within sixty (60) days from entry of the same.

19. **REMEDIES.**

(a) Upon any Event of Default by Tenant, Landlord, at its option, may pursue one or more of the following remedies without notice or demand in addition to all other rights and remedies provided for in law or in equity:

(i) Terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises to Landlord; and/or

(ii) Enter upon or take possession of the Premises and its contents and expel or remove Tenant, any other occupant, and any contents therefrom, provided the same is done in accordance with applicable law, with or without having terminated the Lease and without being liable for prosecution of any claim of damages therefor.

(b) If Landlord shall exercise any one or more remedies hereunder granted or otherwise available, such exercise shall not be deemed to be an acceptance or surrender of the Premises by Tenant whether by agreement or by operation of law. Tenant agrees that any reentry by Landlord may be pursuant to a judgment obtained in legal proceedings or, to the extent permitted by law, without the necessity of legal proceedings as Landlord may elect, and Landlord shall not be liable in trespass or otherwise.

(c) In the event Landlord may elect to regain possession of the Premises by a summary proceeding, ejectment, or forcible detainer proceedings, Tenant hereby specifically waives, to the extent permitted by law, any statutory notice which may be required prior to such proceeding and agrees that Landlord's execution of this Lease is consideration for this waiver.

(d) Should Landlord elect to terminate this Lease, Landlord may, without further notice, repossess the Premises and Tenant shall be liable as if the expiration of the term fixed in such notice were the end of the Term herein originally demised. In the event this Lease is terminated pursuant to the provisions of this subsection, Tenant shall remain liable to Landlord for damages in an amount equal to (i) the Rent which is due and owing as of the date of such termination, and (ii) the Rent and other sums which would have been owing by Tenant hereunder for the balance of the Term had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to such termination after deducting all of Landlord's expenses in connection with such reletting, including, but without limitation, the expenses enumerated in Section 19(f) below. Landlord shall be entitled to collect such damages from Tenant monthly on the days on which the monthly installments of Rent would have been payable hereunder if this Lease had not been terminated, and Landlord shall be entitled to receive the same from Tenant on each such day.

(e) Alternatively, at the option of Landlord, in the event this Lease is terminated, Landlord shall be entitled to accelerate and collect from Tenant the Rent due under this Lease from the date on which the Event of Default occurred through the date which would otherwise have been the Expiration Date of this Lease, plus all "Reletting Costs," as defined in Section 19(f) below, less the present value of the then-fair rental value of the Premises for such period, plus the Rent which was due and owing as of the date of such termination. For computations of present value, the parties agree to use a six percent (6%) per annum interest rate. The foregoing, together with any other damages incurred by Landlord in connection with the termination of this Lease, shall accrue interest at the rate of six percent (6%) per annum.

(f) Should Landlord elect not to terminate this Lease, Landlord may, without notice or demand, enter upon the Premises or any part thereof and take absolute possession of the same, and, at Landlord's option, Landlord may relet the Premises or any part thereof upon such terms and such rents as Landlord may reasonably elect (which may include, without limitation, concessions of free rent, alteration of the Premises and improvement and moving allowances). Landlord shall use reasonable efforts, but shall not be obligated, to relet the Premises, and nothing herein contained shall under any circumstances be construed so as to require Landlord to lease the Premises below the then-current market rental rates being obtained for similar office/medical buildings in the Guilford, Connecticut area or to lease the same to any tenant not creditworthy or otherwise unacceptable to Landlord and shall in no way be responsible or liable for any failure to relet the Premises, or any part thereof, or for any failure to collect any rent due upon such reletting. In the event Landlord shall elect to so relet, then any rent received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; and second, to payment of any reasonable cost of such reletting, including, without limitation, all repossession costs, legal expenses, attorneys' fees, concessions, moving and/or storage costs, alteration, remodeling and repair costs, leasing commissions, costs of storing or warehousing Tenant's property, and other expenses of preparation for such reletting (collectively, "**Reletting Costs**"); and third, to the payment of Rent due and unpaid hereunder. Tenant shall satisfy and pay any deficiency between the rents so collected from the total of the amounts for the items listed above as "first," "second" and "third" above. In no event shall Tenant be entitled to any excess of any rent obtained by reletting over and above the items listed above as "first," "second" and "third" above.

(g) Tenant further agrees that Landlord may file suit from time to time to recover any sums due under the terms of this Section 19 and that no recovery of any portion due Landlord hereunder shall be a defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord. Reletting the Premises shall not be construed as an election on the part of Landlord to terminate this Lease, and notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach, whereupon the foregoing provisions of this Section 19 with respect to termination shall apply. Nothing herein shall be deemed to require Landlord to await the date whereon this Lease or the Term hereof would have expired had there been no such default by Tenant, or no such termination, as the case may be.

(h) Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, including, but not limited to, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity, or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord or any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and non-exclusive. All costs incurred by Landlord in connection with collecting any Rent or other amounts and damages owing by Tenant pursuant to the provisions of this Lease, or to enforce any provision of this Lease, including reasonable attorneys' fees from the date such matter is turned over to an attorney, whether or not one or more actions are commenced by Landlord, shall also be recoverable by Landlord from Tenant.

(i) If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose), and thereupon, Tenant shall be obligated and hereby agrees to pay Landlord, upon demand, all reasonable costs, expenses, and disbursements.

(j) Nothing contained in this Section 19 shall limit or prejudice the right of Landlord to prove and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization, or dissolution proceeding, an amount equal to the maximum allowed by any statute or rule of law governing such a proceeding and in effect at the time when such damages are to be proved, whether or not such amount be greater, equal, or less than the amounts recoverable, either as damages or Rent, referred to in any of the preceding provisions of this Section 19. Notwithstanding anything contained in this Section 19 to the contrary, any such proceeding or action involving bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, or appointment of a receiver or trustee, as set forth above, shall be considered to be a default only when such proceeding, action, or remedy shall be taken or brought by or against the then holder of the leasehold estate under this Lease.

(k) Landlord is entitled to accept, receive, in check or money order, and deposit any payment made by Tenant for any reason or purpose or in any amount whatsoever, and apply it at

Landlord's option to any amount owed by Tenant under this Lease and unpaid, and such amounts shall not constitute payment of any amount owed, except that to which Landlord has applied them. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or recognized for any purpose whatsoever. The acceptance of any such check, money order or other payment shall be without prejudice to Landlord's rights to recover any and all amounts owed by Tenant hereunder and shall not be deemed to cure any other default nor prejudice Landlord's rights to pursue any other available remedy.

20. **LANDLORD DEFAULT.** In the event of any default by Landlord, Tenant shall be entitled to any legal or equitable remedies available, provided that Tenant hereby waives the benefit of any laws granting it a lien upon the property of Landlord and/or upon Rent due Landlord. Prior to any such action for damages, Tenant shall give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty (30) days (plus such additional reasonable period as may be required in the exercise by Landlord of due diligence) in which to cure any such default. Unless and until Landlord fails to cure any default after such notice, Tenant shall not have any remedy or cause of action by reasons thereof. All obligations of Landlord hereunder shall be construed as covenants, not conditions.

21. **FEES AND EXPENSES.** The prevailing party in any litigation resulting from such failure shall be entitled to reasonable attorneys fees in connection with instituting, prosecuting or defending any action or proceeding brought to enforce the provisions of this Lease.

22. **ASSIGNMENT.** Tenant for itself, its successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this Lease nor sublet the Premises or any portion thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Except as otherwise expressly agreed, no such consent to or recognition of any such assignment or subletting shall constitute a release of Tenant from further performance by Tenant of the covenants undertaken to be performed by Tenant herein, and Tenant shall remain liable and responsible for all Rent and other obligations herein imposed upon Tenant. Notwithstanding the foregoing, Tenant shall have the right to assign this Lease, or sublease all or any portion of the Premises, to any Yale-affiliated entity, without Landlord's consent, provided that Yale University is not released from the obligations hereunder. If this Lease is assigned, or if the Premises or any part thereof be sublet, Landlord may, after default by Tenant, collect rent from the assignee or subtenant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee or sub-tenant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding anything to the contrary in this Section 22, in no event shall Tenant have the right to assign this Lease or sublet all or a portion of the Premises if an Event of Default by Tenant then exists.

23. **END OF TERM; HOLDING OVER.** Upon the expiration or other termination of the Term of this Lease, Tenant shall surrender to Landlord the Premises, broom clean, ordinary wear and damages excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease. If Tenant remains on the Premises after the expiration of the Term, Tenant shall be

deemed to be a Tenant at sufferance under this Lease at one and one half times the rental rate in effect upon the expiration of the Term. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend the term of this Lease.

24. **COVENANT OF QUIET ENJOYMENT.** Landlord covenants with Tenant that so long as Tenant pays the Rent and fulfills or performs all of the obligations hereunder, Tenant shall peaceably hold and quietly enjoy the Premises without interruption by Landlord or any person claiming under it, subject to the terms thereof.

25. **NOTICES**. Any communication required or contemplated by this Lease shall be sent in writing by nationally recognized overnight courier or by registered mail, return receipt requested, as follows:

To Tenant:
Yale University
Department of Pediatrics
Lisa Wohlert, Clinical Administrator
LMP 4101
P.O. Box 208064
New Haven, CT 06520-8064
Telephone: (203) 785-3347; Fax: (203) 785-7194

with a copy to:
Yale University
Abigail P. Rider
Associate Vice President and Director, University Properties
433 Temple Street
New Haven, CT 06511
Telephone: (203)432-8311; Fax: (203)432-8314

and with a copy to:
Janet E. Lindner
Associate Vice President
2 Whitney Grove, Post Office Box 208255
New Haven, Connecticut 06520-8255
Telephone: (203) 432-4949; Fax: (203) 432-7960

To Landlord:
405 CHURCH STREET ASSOCIATES, LLC
Joseph McNamara, M.D.
40 Cross Street
Norwalk, Connecticut 06851

With a copy to:
Reid and Riege, P.C.
One Financial Plaza
Hartford, Connecticut 06103

Attn: Louis J. Donofrio, Esq.

or such other address or fax number as Landlord or Tenant, as the case may be, shall otherwise direct by notice given in accordance with this Lease. Any such notice shall be deemed to have been given and received: (a) if given by a reputable and nationally recognized courier service, the day on which such notice is actually received, or when delivery is refused, at the foregoing address; or (b) if given by certified mail, return receipt requested, postage prepaid, the day on which such notice is actually received, or when delivery is refused, at the foregoing address; or (c) or if delivered in person, when so delivered. If notice is tendered in accordance with this Section and the recipient refuses to accept receipt, the notice shall nonetheless be deemed delivered upon the date provided above.

26. **MISCELLANEOUS.**

26.1 Construction. In this Lease, unless otherwise specified: (a) the words "Landlord" and "Tenant" include plural as well as the singular; (b) words importing any gender shall include the other genders; (c) the obligations imposed upon and the representations made hereunder by Landlord are joint and several for each person or entity included in Landlord; (d) the words "Tenant's Agents" and "Landlord's Agents" refer to all of their respective employees, officers, directors, shareholders, agents, servants and contractors; (e) all references to street address numbers refer to such numbers as exist on the date hereof; (f) a "business day" refers to Monday through Friday, except for federal and state holidays; (g) the words "re-enter" and "re-entry" as used in this Lease are not restricted to their technical legal meaning; (h) this Lease shall not be construed against the party primarily responsible for drafting it; (i) "including" means "including without limitation" wherever used herein; and (j) terms such as "herein" and "hereof" refer to this entire Lease, not merely one section or paragraph.

26.2 Unsigned Lease Not Effective. Submission of this instrument for examination or signature by Landlord or Tenant does not constitute a commitment, reservation of, or option to lease and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

26.3 Successors and Assigns. The covenants and conditions herein shall, subject to the provision regarding assignment and subletting, apply to and bind the parties hereto and their heirs, successors, executors, administrators and assigns.

26.4 Landlord Released Upon Sale. In the event of a sale or conveyance of the Property by Landlord, Landlord shall be released from further liability hereunder to Tenant and Tenant shall look exclusively to Landlord's successor in interest for the performance of Landlord's obligations hereunder provided the Landlord's successor assumes Landlord's obligations hereunder including the obligation to repay Tenant the security deposit, if any, held hereunder. Tenant's obligations under this Lease shall not be affected by any such conveyance and Tenant agrees to attorn to Landlord's successor in interest.

26.5 Captions. The captions, definitions, headings and formats herein are for convenience only and do not modify or amend the meaning of this Lease.

26.6 Severability. If any provision of this Lease is determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect, but only to the extent that each party remains bound by substantially the same obligations and entitled to the same benefits afforded hereby prior to such determination. It is the intention of the parties that if any provision of this Lease were capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

26.7 Entire Agreement. It is understood that there are no oral or written agreements or representations between the parties hereto affecting this Lease, which supersedes all previous negotiation and understandings, if any, made between Landlord and Tenant with respect to this subject matter.

26.8 Governing Law. The laws of the State of Connecticut (except its conflict of laws provisions) concerning leases entered and performed in Connecticut shall govern all matters arising under or relating to this Lease.

26.9 Waiver. A waiver of any breach or default under this Lease shall not be a waiver of any other breach or default. Any party's consent to or approval of any act by such party requiring the other's consent or approval shall not be deemed to waive or render unnecessary such other party's consent to or approval of any subsequent similar act.

26.10 Force Majeure. Except as expressly noted elsewhere, any of the following events shall excuse performance of such obligations of Landlord or Tenant as are rendered impossible or reasonably impracticable to perform while such event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials or reasonable substitutes therefor; governmental restrictions, regulations or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and any other causes beyond the reasonable control of the party obligated to perform.

26.11 Amendments. To be effective and binding on Landlord and Tenant, any amendment, modification, addition or deletion to the provisions of this Lease must be in writing and executed by both parties.

26.12 Brokers. The Landlord and Tenant each represents and warrants to the other that no agent or broker has been involved with this transaction. Each party shall hold the other harmless from and indemnify such party against any loss or expense, including without limitation, reasonable attorney's fees arising out of any claim for commission or other compensation by any broker or agent by virtue of dealings between itself and any broker.

26.13 Notice of Lease. Landlord and Tenant shall, upon request of the other, promptly execute the instruments in recordable form that will constitute a notice of lease under Connecticut General Statutes Section 47-19, as amended.

26.14 No Partnership. Nothing in this Lease shall be construed to create any partnership between Landlord and Tenant.

26.15 Waiver of Trial by Jury; Pre-Judgment Remedy. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except personal injury or property damage) on any matters whatsoever arising out of or in anyway connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of said Premises and any emergency statutory or any other statutory remedy.

TENANT, FOR ITSELF AND FOR ALL PERSONS CLAIMING THROUGH OR UNDER TENANT, HEREBY ACKNOWLEDGES THAT THIS LEASE CONSTITUTES A COMMERCIAL TRANSACTION AS SUCH TERM IS USED AND DEFINED IN SECTION 52-278 ET SEQ. OF THE CONNECTICUT GENERAL STATUTES, AND HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS WHICH ARE OR MAY BE CONFERRED UPON TENANT BY SUCH STATUTES TO ANY NOTICE OR HEARING PRIOR TO A PREJUDGMENT REMEDY, AND BY ANY PRESENT OR FUTURE LAW TO REDEEM THE PREMISES, OR TO ANY NEW TRIAL IN ANY ACTION OR EJECTION UNDER ANY PROVISIONS OF LAW, AFTER REENTRY THEREUPON, OR UPON ANY PART THEREOF, BY LANDLORD, OR AFTER ANY WARRANT TO DISPOSSESS OR JUDGMENT IN EJECTION.

26.16 Estoppel Certificate. Each party, at any time, and from time to time, upon at least ten (10) days prior notice from the other, shall execute, acknowledge and deliver to the other, and/or to any other person, firm or corporation specified by the other, a statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the rent and additional rent have been paid, and stating whether or not there exists any default by the other under this Lease, and, if so, specifying such default.

26.17 No Third Party Beneficiary. No person or entity other than Landlord or Tenant is intended, nor may claim, to be benefited by the provisions of this Lease.

26.18 Roof Rights. Tenant shall, at its sole cost, have the right to install one antenna or satellite dish on the roof of the Building having a diameter of not more than 36 inches, which dish shall be used exclusively for Tenant's operations from the Premises. Tenant shall be responsible for maintaining the same and for removing the same at the expiration or sooner termination of this Lease, and repairing any damage to the roof of the Building that is caused by such removal. The location of the dish shall be reasonably determined by Landlord.

26.19 Nuisance. Tenant shall not use, occupy, or permit the use or occupancy of the Premises for any purpose which Landlord, in its reasonable judgment, deems to be dangerous; permit any public or private nuisance; do or permit any act or thing which disturbs the quiet enjoyment of any other tenant of the Building; keep any substance or carry on or permit any operation which introduces, or is likely to introduce, offensive odors or conditions into other portions of the Building; use any apparatus which does, or is likely to make undue noise or sets up vibrations in or about the Building; permit anything to be done which would increase the premiums paid by Landlord for commercial property insurance on the Property or its contents or

cause a cancellation of any insurance policy covering the Property or any part thereof or any of its contents; or permit anything to be done which is prohibited by or which shall in any way conflict with any law, statute, ordinance, or governmental rule or regulation now or hereinafter in force. Should Tenant do any of the foregoing, the same shall constitute a default and shall enable Landlord to resort to any of its remedies hereunder, at law or in equity.

26.20 Rules and Regulations. Tenant agrees to comply with any reasonable rules and regulations established by Landlord for the Property. Landlord shall have the right at all times to change such rules and regulations or to amend them in any reasonable manner, all of which changes and amendments shall be sent by Landlord to Tenant in writing and shall be thereafter carried out and observed by Tenant. Landlord shall not have any liability to Tenant for any failure of any other tenants of the Property to comply with such rules and regulations.

26.21 Assignment by Landlord. Landlord shall have the right to transfer or assign, in whole or in part, all its rights and obligations hereunder and in the Premises and the Property.

26.22 Signs. No sign, symbol, or identifying marks shall be put upon the Property, the Building, in the halls, elevators, staircases, entrances, parking areas, or upon the exterior doors or walls, without the prior written approval of Landlord, which approval may be withheld in Landlord's sole discretion. Should such approval ever be granted, all signs or lettering shall conform in all respect to the sign and/or lettering criteria established by Landlord.

26.23 Obligations of Successors. Landlord and Tenant agree that all the provisions hereof are to be construed as covenants and agreements as though the words imparting such covenants were used in each paragraph hereof, and that, except as restricted by the provisions hereof, shall bind and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns.

26.24 Entire Agreement; No Amendment. This Lease and any attached addenda or exhibits constitute the entire agreement between Landlord and Tenant. No prior or contemporaneous written or oral leases or representations shall be binding. This Lease shall not be amended, changed, or extended except by written instrument signed by Landlord and Tenant.

26.25 Authority. Landlord and Tenant each represent to the other that each has full power and authority to execute this Lease and to make and perform the agreements herein contained, and Tenant expressly stipulates that any rights or remedies available to Landlord, either by the provisions of this Lease, at law, or in equity, may be enforced by Landlord in its own name individually or in its name by its agent or principal.

27. Liability of Landlord. It is expressly understood and agreed that the obligations of Landlord under this Lease shall be binding upon Landlord and its successors and assigns and any future owner of the Property (other than a future owner that is owned or controlled, directly or indirectly, by Landlord or any person who is or has been a principal of Landlord) only with respect to events occurring during its and their respective ownership of the Property. Tenant agrees to look solely to Landlord's interest in the Property for recovery of any judgment against Landlord arising in connection with this Lease, it being agreed that neither

Landlord nor any successor or assign of Landlord nor any future owner of the Property, nor any partner, member, shareholder, officer, director or employee or of any of the foregoing shall ever be personally liable for any such judgment.

28. Environmental.

(a) With respect to Tenant's use of the Premises, the Building and the Property, Tenant shall at all times, at its own cost and expense, comply with all federal, state, and local laws, ordinances, regulations, and standards relating to the use, analysis, production, storage, sale, disposal, or transportation of any "hazardous materials," "hazardous waste, "or "hazardous substances," (collectively referred to herein as "Hazardous Substances") as such terms are defined in any of the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"); The Clear Air Act, as amended, 42 U.S.C. §7401, et seq.; The Federal Water Pollution Control Act (Clean Water Act), 33 U.S.C. §1251, et seq.; The Occupational Safety and Health Act, 29 U.S.C. §51, et seq.; The Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq.; The Hazardous Materials Transportation Act, 49 U.S.C. Section 1802; The Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq.; and/or any other federal, state or local environmental law, ordinance, rule or regulation and the regulations adopted and publications promulgated pursuant to any of said Acts (collectively the "Hazardous Substance Laws"), including oil or petroleum products or their derivatives, solvents, PCB's, explosive substances, asbestos, radioactive materials or waste, and any other toxic, ignitable, reactive, corrosive, contaminating, or pollution materials which are now or in the future subject to any governmental regulations.

(b) Tenant shall not take any remedial action in response to the presence or release of any Hazardous Substances on or about the Premises, the Building or the Property without first giving written notice of the same to Landlord. Tenant shall not enter into any settlement agreement, consent decree, or other compromise with respect to any claims relating to any Hazardous Substances in any way connected with the Property without affording Landlord the opportunity to participate in any such proceedings.

(c) All costs and expenses incurred by Landlord in connection with any environmental audit shall be paid by Landlord, except that if any such environmental audit shows that Tenant has failed materially to comply with the provisions of this Section, or that the Property (including surrounding soil and any underlying or adjacent groundwater) have become contaminated due to the operations or activities attributable to Tenant, then all of the costs and expenses of such audit, shall be paid by Tenant on demand, as Additional Rent, subject to a proportional and equitable adjustment to the extent that Landlord has contributed to environmental condition which is the subject of such audit.

(d) Tenant shall immediately notify Landlord upon the receipt by Tenant of any "notice," as hereinafter defined, of any violation of the Hazardous Substance Laws. "Notice" shall mean any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from the United States Environmental Protection Agency ("US EPA") or other federal, state or local agency or authority or any other entity or any individual, concerning any intentional or unintentional act or

omission which has resulted or which may result in the releasing of Hazardous Substances into the waters or onto the land of the State or commonwealth in which the property is located or into the "environment" as such term is defined in CERCLA or into waters outside of the jurisdiction of the State or commonwealth in which the property is located, from or on the Premises, the Building, or the Property or any portion thereof, and shall include the imposition of any lien on the Premises, the Building, or the Property or any portion thereof, pursuant to Hazardous Substance Laws or any violation of federal, state or local environmental laws, ordinances, rules, regulations, government actions, orders or permits, or any knowledge, after due inquiry and investigation, or of any facts which could give rise to any of the above.

(e) In the event of any breach of this Section 28, Tenant agrees to defend, indemnify, and hold harmless Landlord, its successors and assigns from and against any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), civil and/or criminal penalties, causes of action, suits, claims, demand, or judgments of any nature arising out of or in connection with (i) the presence of any Hazardous Substances on or in the Premises, or the release of any Hazardous Substances therefrom or from any property of Tenant located on or in the Building or the Property; (ii) any failure by Tenant to comply with the terms of any order issued by the US EPA, or any other federal, state, or municipal department or agency having regulatory authority over environmental matters, with regard to the Premises; and (iii) any lien or claim imposed under any Hazardous Substance Laws. The provisions of this Section 32.5 shall survive the expiration or earlier termination of this Lease.

(f) In the event Tenant fails to comply with the requirements of any of the Hazardous Substance Laws, it shall be deemed an event of default of this Lease and Landlord may, at its election, but without the obligation so to do, give such notices or cause such work to be performed at the Premises, the Building, or the Property, or take any and all other actions as Landlord deems necessary, as shall cure said failure of compliance, and any amounts paid as a result thereof, together with interest thereon at the rate of 6% per annum Rate for any period during which there is such an event of default, from the date of payment by Landlord, shall be immediately due and payable by Tenant to Landlord and until paid shall be considered Additional Rent, or Landlord, by the payment of any assessment, claim, or charge, may, if it sees fit, be thereby subrogated to the rights of the governmental agencies having jurisdiction over such relocations.

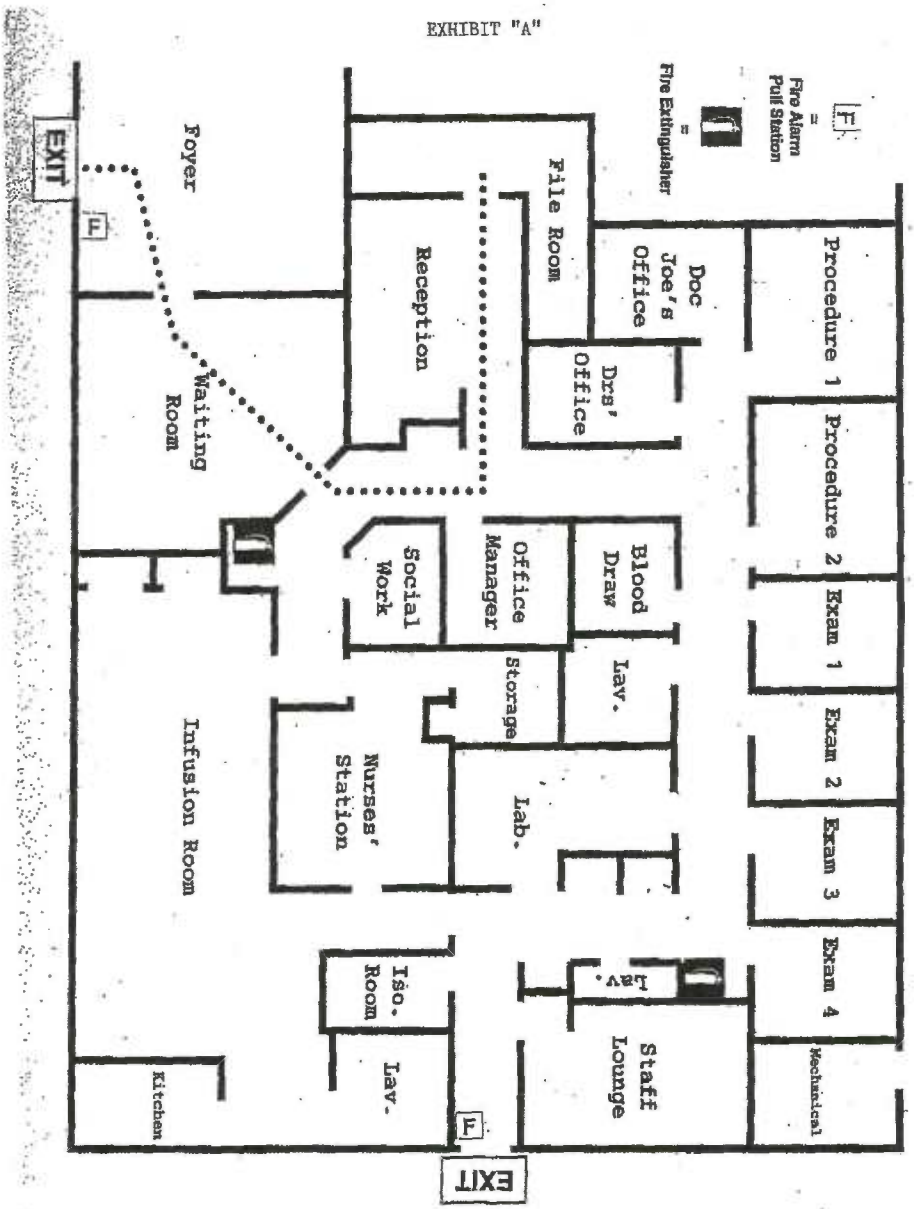
Balance of page intentionally left blank.
Signatures appear on following page.

IN WITNESS WHEREOF the parties hereto have caused this Lease to be executed in their behalf the date first above written.

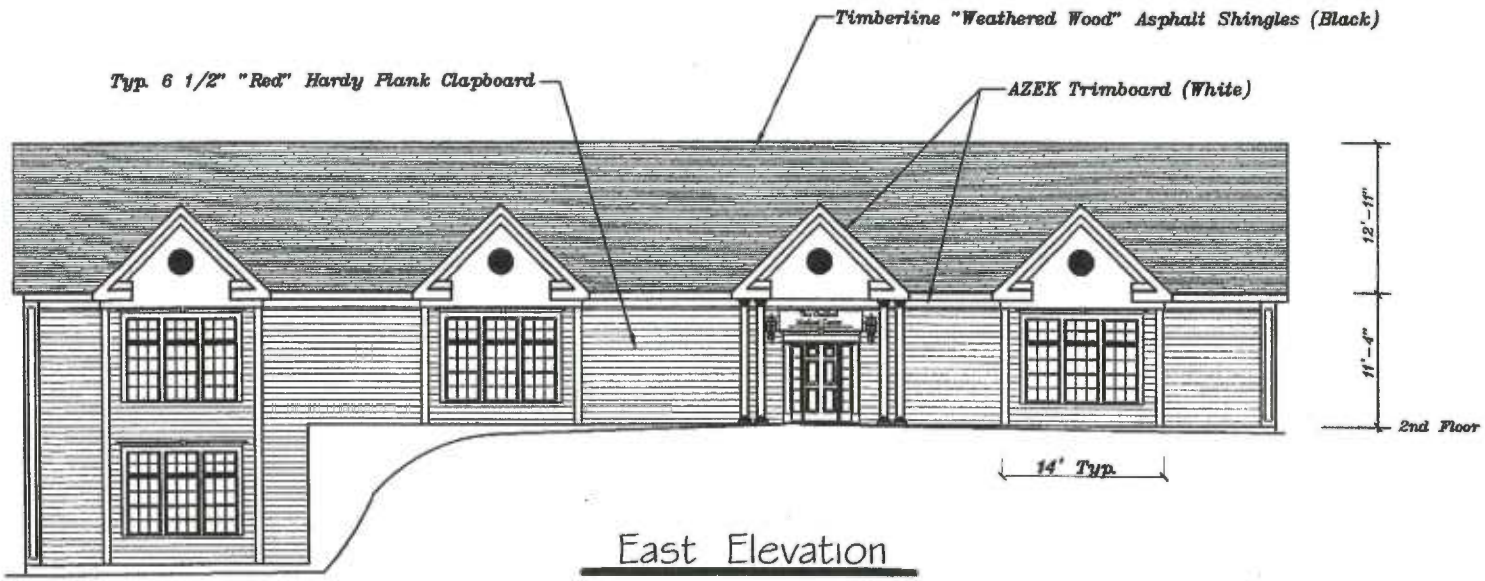
LANDLORD 405 CHURCH STREET ASSOCIATES, LLC	TENANT YALE UNIVERSITY
By: _____ Name: Title:	By: _____ 7/17/08 Name: Janet E. Lindner Title: Associate Vice President for Administration

Exhibit A

PREMISES

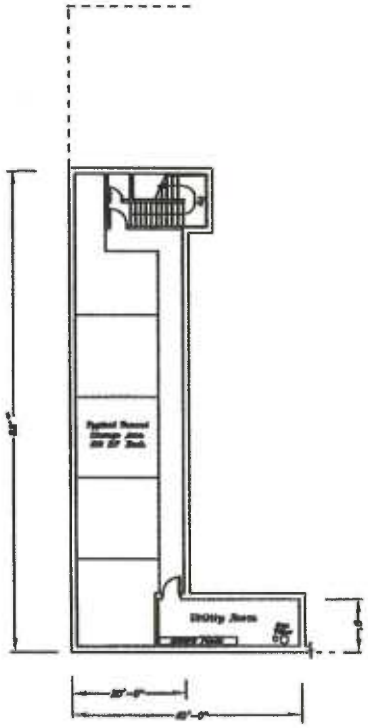


West Elevation

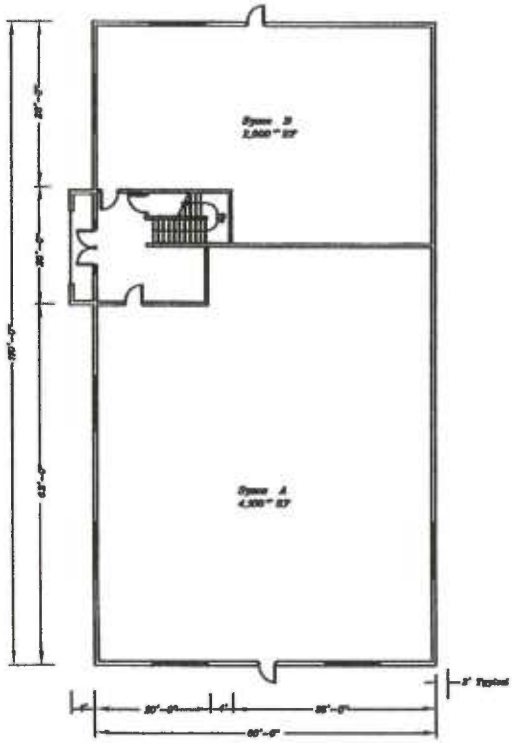


East Elevation

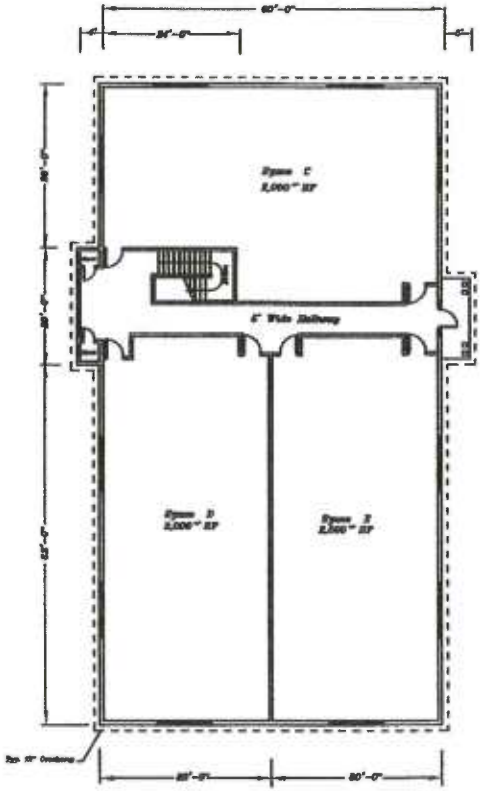
YNHH000301
07/18/14



BASEMENT PLAN
Approx. 1,800 SF
Storage Only



FIRST FLOOR PLAN
6,812 SF



SECOND FLOOR PLAN
6,888 SF

YNHH000302
07/18/14

FIRST AMENDMENT TO LEASE

This First Amendment is made this 3rd day of May, 2013 between **405 CHURCH STREET ASSOCIATES, LLC**, a Connecticut limited liability company with an address c/o Joseph McNamara, M.D., 405 Church Street, Guilford, CT 06437("Landlord") and **YALE UNIVERSITY**, a specially chartered Connecticut corporation with an office at 2 Whitney Avenue, New Haven, CT 06520 ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into a certain Agreement of Lease dated as of July 1, 2008 (the "Lease"), pursuant to which Landlord is leasing to Tenant 4,500 leasable square feet of space in a building known as 405 Church Street, Guilford, Connecticut (the "Premises"); and

WHEREAS, the term of the Lease is scheduled to expire on June 30, 2013 and Landlord and Tenant wish to amend the Lease to extend the term until March 31, 2014.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Section 2.1 of the Lease is hereby amended to extend the Term until March 31, 2014. All of the terms and conditions of the Lease that apply as of June 30, 2013, including the amount of Base Rent payable, shall apply to the new nine (9) month term provided for herein.

2. Sections 2.2 and 2.3 of the Lease are hereby deleted in their entirety.

3. As modified herein, the Lease is hereby ratified and confirmed and shall remain in full force and affect.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

405 CHURCH STREET ASSOCIATES, LLC

_____

_____

By: _____
Joseph McNamara, M.D.
Its _____, duly authorized

YALE UNIVERSITY

_____
Sue Casco

_____
Anne T. Violano

By: _____
Its, Abigail P. Rider
Duly authorized Assoc V.P. & Dir.

SECOND AMENDMENT TO LEASE

This Second Amendment is made this 21st day of Jan, ~~2013~~ 2014 between **405 CHURCH STREET ASSOCIATES, LLC**, a Connecticut limited liability company with an address c/o Joseph McNamara, M.D., 40 Cross Street, Norwalk, CT 06851 ("Landlord") and **YALE UNIVERSITY**, a specially chartered Connecticut corporation with an office at 2 Whitney Avenue, New Haven, CT 06520 ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into a certain Agreement of Lease dated as of July 1, 2008, as amended by First Amendment to Lease dated April 30, 2013 (together, the "Lease"), pursuant to which Landlord is leasing to Tenant 4,500 leasable square feet of space in a building known as 405 Church Street, Guilford, Connecticut (the "Premises"); and

WHEREAS, the term of the Lease is scheduled to expire on March 31, 2014 and Landlord and Tenant wish to amend the Lease to extend the term until June 30, 2014.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Section 2.1 of the Lease is hereby amended to extend the Term until June 30, 2014. All of the terms and conditions of the Lease that apply as of March 31, 2014, including the amount of Base Rent payable, shall apply to the new three (3) month term provided for herein.

2. As modified herein, the Lease is hereby ratified and confirmed and shall remain in full force and affect.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

405 CHURCH STREET ASSOCIATES, LLC

By: _____
Joseph McNamara, M.D.
Its _____, duly authorized

_____

_____

YALE UNIVERSITY

By: _____
Bruce Alexander
Its Vice President for New Haven & State Affairs & Campus Development, duly authorized

Anne T. Violano
Anne T. Violano

Elsa Ojeda-Pelaez
Elsa Ojeda-Pelaez

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

Jewel Mullen, M.D., M.P.H., M.P.A.
Commissioner

Dannel P. Malloy
Governor

Nancy Wyman
Lt. Governor

TO: Kevin Hansted, Hearing Officer

FROM: Jewel Mullen, M.D., M.P.H., M.P.A., Commissioner

DATE: July 16, 2014

RE: Docket Number: 13-31880-CON
Yale-New Haven Hospital
Discontinuation of Services at the Yale-New Haven Hospital Pediatric Specialty Center at Guilford

---

I hereby designate you to sit as a hearing officer in the above-captioned matter to rule on all motions and recommend findings of fact and conclusions of law upon completion of the hearing.

Keeping Connecticut Healthy
DPH
Connecticut Department of Public Health

Phone: (860) 509-8000 • Fax: (860) 509-7184 • VP: (860) 899-1611
410 Capitol Avenue, P.O. Box 340308
Hartford, Connecticut 06134-0308
www.ct.gov/dph
Affirmative Action/Equal Opportunity Employer

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Office of Health Care Access

TENTATIVE AGENDA

PUBLIC HEARING

Docket Number: 13-31880-CON

Yale-New Haven Hospital

Discontinuation of Services at the Yale-New Haven Hospital Pediatric Specialty Center in Guilford

July 24, 2014 at 3:00 p.m.

I. Convening of the Public Hearing

II. Applicant's Direct Testimony

III. OHCA's Questions

IV. Public Comment

V. Closing Remarks

VI. Public Hearing Adjourned

An Equal Opportunity Provider
(If you require aid/accommodation to participate fully and fairly, contact us either by phone, fax or email)
410 Capitol Ave., MS#13HCA, P.O.Box 340308, Hartford, CT 06134-0308
Telephone: (860) 418-7001 Fax: (860) 418-7053 Email: OHCA@ct.gov

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Office of Health Care Access

TABLE OF THE RECORD

APPLICANT: **Yale-New Haven Hospital**

DOCKET NUMBER: **13-31880-CON**

PUBLIC HEARING: **July 24, 2014 at 3:00 p.m.**

PLACE: **Shoreline Medical Center**
111 Gooselane, Conference Room (SMC 1412)
Guilford, CT 06437

EXHIBIT	DESCRIPTION
A	Letter from Yale-New Haven Hospital ("Applicant") dated December 17, 2013, enclosing the CON application for the discontinuation of services at the Yale-New Haven Hospital Pediatric Spcialty Center at Guilford under Docket Number 13-31880, received by OHCA on December 20, 2013. (116 pages)
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STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Office of Health Care Access

AGENDA

PUBLIC HEARING

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Telephone: (860) 418-7001 Fax: (860) 418-7053 Email: OHCA@ct.gov

PUBLIC HEARING

GENERAL PUBLIC

SIGN UP SHEET

July 24, 2014
3:00 p.m.

Applicant: Docket Number: 13-31880-CON
Yale-New Haven Hospital
Discontinuation of Services at the Yale-New Haven Hospital Pediatric Specialty Center in Guilford

Name	Representing Organization/Self
John Canham-Clyne	Unite Here Local 34

PUBLIC HEARING

APPLICANT

SIGN UP SHEET

July 24, 2014
3:00 p.m.

Applicant: Docket Number: 13-31880-CON
Yale-New Haven Hospital
Discontinuation of Services at the Yale-New haven Hospital Pediatric Specialty Center in Guilford

Name	Phone	Fax	Representing Organization/Self
Lynne Sherman	203 785-3081	203 785-3833	YNHH
Jennifer Fusco	203 786-8316	203 772-2037	YNHH
Jemesa Harris	203 688-6853		YNHH
B. Madeleine Sparf	203-688-1681		YNHH
Matt McKennan	203 907 9858		YNHH

Public Hearing
Yale-New Haven Hospital

Name	Phone	Fax	Representing Organization/Self
Rose Ammirio	203 688 2609		YNHHS
Tyler Ryff	203 451-9335		YNHH
Erin Padden	2037527807		YNHH
Nancy Rosenthal	203-688-5721		YNHH
Kyle Ballou	203-688-2508		YNHH

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Office of Health Care Access

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OHCA HEARINGS - EXHIBIT AND LATE FILE FORM

Applicants: Yale-New Haven Hospital

DN: 13-31880-CON

Hearing Date: July 24, 2014

Time: 3:00 p.m.

Proposal: Discontinuation of Services at the Yale-New Haven Hospital Pediatric Specialty Center in Guilford

due 2wks from 1/24

OHCA Exhibit #	Description
1	YMG data for phys. visits prior yrs
2	2 demographic analyses
3	floor plan for entire Saybrook site
4	guilford pts how many here/one pts. rec'd other services
5	arrived visits

may only be 2013 on if can't get YMG

* * * COMMUNICATION RESULT REPORT (JUL. 23. 2014 11:20AM) * * *

FAX HEADER:

TRANSMITTED/STORED : JUL. 23. 2014 11:19AM

FILE	MODE	OPTION	ADDRESS	RESULT	PAGE
500	MEMORY TX		912038634736	OK	4/4

REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-2) BUSY
E-3) NO ANSWER
E-4) NO FACSIMILE CONNECTION

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF HEALTH CARE ACCESS

FAX SHEET

TO: NANCY ROSENTHAL

FAX: 203863-4736

AGENCY: YALE-NEW HAVEN HOSPITAL

FROM: OHCA

DATE: 7/23/14 **Time:**

NUMBER OF PAGES: 3
(including transmittal sheet

Comments:
Information regarding the hearing being held on Thursday, July 24th regarding DN: 13-31880.

PLEASE PHONE Barbara K. Olejarz IF THERE ARE ANY TRANSMISSION PROBLEMS.

Phone: (860) 418-7001 ***Fax: (860) 418-7053***

410 Capitol Ave., MS#13HCA
P.O.Box 340308
Hartford, CT 06134

* * * COMMUNICATION RESULT REPORT (JUL. 23. 2014 11:19AM) * * *

FAX HEADER:

TRANSMITTED/STORED : JUL. 23. 2014 11:18AM

FILE	MODE	OPTION	ADDRESS	RESULT	PAGE
499	MEMORY TX		912037722037	OK	4/4

REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-2) BUSY
E-3) NO ANSWER
E-4) NO FACSIMILE CONNECTION

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF HEALTH CARE ACCESS

FAX SHEET

TO: JENNIFER GROVES FUSCO

FAX: 203 772-2037

AGENCY: UPDIKE, KELLY & SPELLACY

FROM: OHCA

DATE: 7/23/14 **Time:**

NUMBER OF PAGES: 3
(including transmittal sheet

Comments:
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410 Capitol Ave., MS#13HCA
P.O.Box 340308
Hartford, CT 06134

Greer, Leslie

From: Hansted, Kevin
Sent: Wednesday, July 23, 2014 1:28 PM
To: Riggott, Kaila; Fiducia, Paolo
Cc: Greer, Leslie
Subject: FW: YNHH/Guilford Pediatric Specialty Center -- Docket No. 13-31880-CON
Attachments: Yale 1 page.pdf

Kevin T. Hansted
Staff Attorney
Department of Public Health
Office of Health Care Access
410 Capitol Ave., MS #13HCA
P.O. Box 340308
Hartford, CT 06134
Phone: 860-418-7044

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From: Jennifer Groves Fusco [mailto:jfusco@uks.com]
Sent: Wednesday, July 23, 2014 1:26 PM
To: Hansted, Kevin
Cc: Nancy Rosenthal (Nancy.Rosenthal@greenwichhospital.org); McKennan, Matthew (Matthew.McKennan@YNHH.ORG)
Subject: YNHH/Guilford Pediatric Specialty Center -- Docket No. 13-31880-CON

Kevin,

Attached is a corrected version of the Guilford PSC volume chart at page 245 of our hearing submission. The original chart contained a formula error that totaled infusions and hematology/oncology related infusions for FYs 2011 and 2012. The hematology/oncology related infusions are a subset of total infusions, so these numbers should not have been totaled. The correct number of total infusions for each of FY 2011 and 2012 is now included in Table 1a.

Please let me know if you have any questions.

Thanks,
Jen

Jennifer Groves Fusco, Esq.
Principal
Updike, Kelly & Spellacy, P.C.
One Century Tower
265 Church Street
New Haven, CT 06510
Office (203) 786.8316

Cell (203) 927.8122
Fax (203) 772.2037
www.uks.com

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1a. Using the same source of information as submitted on 6/27/2014, please complete the following table for the past 3 fiscal years and current year-to-date for the number of visits to each site. Provide the source and all assumptions utilized and the end date for the current FY.

Visits to Pediatric Specialty Center at Guilford	FY2011	FY2012	FY2013a^	FY2013b^	FY2014	FY2015	FY2016	FY2017
Visits by Service	10/1/2010 (start date) to 9/30/2011 (end date)	10/1/2011 (start date) to 9/30/2012 (end date)	10/1/2012 (start date) to 1/31/2013 (end date)	2/1/2013 (start date) to 9/30/2013 (end date)	10/1/2013 (start date) to 5/31/2014 (end date)	10/1/2014 (start date) to 9/30/2015 (end date)	10/1/2015 (start date) to 9/30/2016 (end date)	10/1/2016 (start date) to 9/30/2017 (end date)
Infusion Center*	1961	1966	532	983	1049	0	0	0
*Hem/Onc Related Infusions Only***	*1314*	*1295*	*389*	*667*	*661*			
Hematology/Oncology*	0	0	0	636	536	0	0	0
Cardiology^	0	0	0	124	158	0	0	0
Endocrinology^	0	0	0	281	222	0	0	0
Gastroenterology^	0	0	0	33	23	0	0	0
Respiratory^	0	0	0	77	48	0	0	0
TOTAL	1961	1966		Actual = 2666 Annualized = 3241	YTD = 2036 Annualized = 3054	0	0	0
% change (Annualized)	0.00%	0.25%			-5.77%	-100.00%	0.00%	0.00%

Footnotes:

*As noted on page 1 of the completeness questions, these services are offered at the Pediatric Specialty Center at Guilford within the Yale-New Haven Children's Hospital and the Smilow Cancer Hospital.

**Subset of total infusion center volume - excludes blood draw only visits. Includes Hem/Onc related infusions: chemotherapy medications, hematology medications, other antineoplastic medications, hydration therapy, blood & blood products

^As noted on page 24 and 25 of the CON application, these services became provider-based sites of the hospital at this location in February of 2013, YNHCH does not have billing records of MD visits prior to 2/1/2013.

SOURCES:

YNHCH billing data

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Office of Health Care Access

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ORIGINAL

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

OFFICE OF HEALTH CARE ACCESS

RECEIVED
JUL 31 2014
Office of
HEALTHCARE ACCESS

SHORELINE MEDICAL CENTER

DISCONTINUATION OF SERVICES, YALE-NEW HAVEN HOSPITAL
PEDIATRIC SPECIALTY CENTER IN GUILFORD

DOCKET NO. 13-31880-CON

JULY 24, 2014

3:00 P.M.

111 GOOSE LANE
GUILFORD, CONNECTICUT

POST REPORTING SERVICE
HAMDEN, CT (800) 262-4102

1 . . .Verbatim proceedings of a hearing
2 before the State of Connecticut, Department of Public
3 Health, Office of Health Care Access, in the matter of
4 Discontinuation of Services at the Yale-New Haven
5 Hospital, Pediatric Specialty Center in Guilford, held at
6 Shoreline Medical Center, 111 Goose Lane, Guilford,
7 Connecticut, on July 24, 2014 at 3:00 p.m. . . .
8
9
10
11 HEARING OFFICER KEVIN HANSTED: Good
12 afternoon, everyone. This public hearing before the
13 Office of Health Care Access identified by Docket No. 13-
14 31880-CON is being held on July 24, 2014 to consider
15 Yale-New Haven Hospital's application for the
16 discontinuation of services at the Yale-New Haven
17 Pediatric Specialty Center in Guilford, Connecticut.
18 This public hearing is being held pursuant to Connecticut
19 General Statutes, Section 19a-639a and will be conducted
20 as a contested case in accordance with the provisions of
21 Chapter 54 of the Connecticut General Statutes.
22 My name is Kevin Hansted, and I've been
23 appointed by Commissioner Jewel Mullen of the Department
24 of Public Health to conduct this hearing. And, the staff

1 member assigned to assist me in this matter today is
2 Kaila Riggott, and the hearing is being recorded by Post
3 Reporting Services.
4 In making its decision, OHCA will consider
5 and make written findings concerning the principles and
6 guidelines set forth in Section 19a-639 of the
7 Connecticut General Statutes. Yale-New Haven Hospital
8 has been designated as a party in this proceeding.
9 At this time, I will ask staff to read
10 into the record those documents already appearing in
11 OHCA's Table of the Record in the case. All documents
12 have been identified in the Table of the Record for
13 reference purposes.
14 Ms. Riggott.
15 MS. KAILA RIGGOTT: Kaila Riggott, OHCA
16 staff. I'd like to read into the Table of the Record
17 Exhibits A through J.
18 HEARING OFFICER HANSTED: And, Counsel,
19 just to verify that the email that you sent to my office
20 has been included as Exhibit J which is the updated --
21 MS. JENNIFER FUSCO: The updated one,
22 thank you.
23 HEARING OFFICER HANSTED: You're welcome.
24 Are there any objections to any of the

1 exhibits?

2 MS. FUSCO: No objections.

3 HEARING OFFICER HANSTED: Thank you.

4 At this time, I would ask anyone who is

5 going to testify here today to please stand, raise your

6 right hand and be sworn in.

7

8 (Whereupon, the parties were duly sworn.)

9

10 HEARING OFFICER HANSTED: And, for those

11 folks that submitted pre-file testimony, I would ask that

12 before you speak today, just adopt your pre-file

13 testimony for the record. Thank you.

14 And, Counsel, you may proceed.

15 MS. FUSCO: Thank you.

16 HEARING OFFICER HANSTED: You're welcome.

17 MS. FUSCO: Good afternoon. My name is

18 Jennifer Fusco. I am counsel for Yale-New Haven

19 Hospital. With me today is Lynn Sherman who is going to

20 testify as the Director of Pediatric Specialty Centers

21 for Yale-New Haven Children's Hospital. And, also with

22 us today behind me is Deyega Harris who's a project

23 management analyst for the hospital and Madeline Sparf

24 who is a management consultant for financial planning at

1 the hospital. They're here to answer questions,
2 primarily questions about the data that you guys might
3 have. So, Lynn is going to give our presentation, but
4 they're available to answer questions as is Lynn.
5 HEARING OFFICER HANSTED: Okay, thank you.
6 MS. FUSCO: And, I will turn it over to
7 Lynn Sherman.
8 MS. LYNN SHERMAN: Hi, good afternoon.
9 Thank you for the opportunity. As I was introduced, my
10 name is Lynn Sherman, and I am the Director of the
11 Pediatric Specialty Centers. In my role, my job, I'm
12 responsible for the clinical and operational components
13 of the Children's Hospital Specialty Centers throughout
14 the state as well as oversight in the quality safety, the
15 financial components and also the strategic planning.
16 As I did want to also ensure that I do
17 adopt my pre-file testimony for the record. And, I would
18 like to give you an overview and details relating to our
19 request to close the site. I think it's important for me
20 to describe a little bit to you about what a Pediatric
21 Specialty Center is because it's not your traditional
22 office practice that most of us think about.
23 Pediatric Specialty Centers treat children
24 of all ages from infancy and even some pre-infant or

1 fetal diagnosis up through adult ages for children living
2 through adult with pediatric problems. They're treated
3 for medical, surgical, chronic or terminal conditions.
4 And, so we set up our sites in which we have office
5 practice locations where multiple specialties, over 30
6 different specialties, rotate through based on the needs
7 as well as we provide all their support services that
8 they need, blood draw, cardiac testing, pulmonary
9 testing, infusion center. So, our sites are set up so
10 that we have everything within one site to be able to
11 provide that service to patients. That's important as we
12 go forward explaining this site.
13 And, I am directly involved in the
14 evaluation and the planning for closure of this site.
15 So, I know you want -- we want to be able to explain more
16 about the reasoning of our closure. It's also important
17 to understand the background for this particular site
18 that we are looking to close.
19 Originally, this site was a single
20 provider office practice. And, that provider, due to
21 fiscal constraints and decreasing volumes, merged his
22 practice with the University -- with Yale University.
23 And, Yale University ran that practice which included his
24 hem onc office practice and infusion center for about a

1 year. Also, due to financial constraints, the University
2 experienced a declining volume, and in collaboration with
3 the hospital at that time, and also due to the Hospital's
4 mission to continue services and look for what are the
5 best options for patients, the Hospital chose to take
6 over that site. That was in two stages. One was the
7 Infusion Center which was taken over by the Hospital in
8 2013. And, then again with our provider based conversion
9 -- I'm sorry, the Infusion Center was 2010. I want to
10 correct myself. And, then with the provider based
11 conversion, it was -- the office practices came on in
12 2013.
13 With that, we also assumed the lease at
14 that time. And, the lease was due to expire at the end
15 of June. So, in looking at the site closely and also
16 assuming that we had to plan very clearly and make great
17 plans for our children and also to apply for the CON
18 process, we extended that lease on two occasions.
19 So, now I'd like to go into -- explain a
20 little bit about the multiple factors that we used to --
21 to make this recommendation. The declining volume.
22 22.74 percent of a declined volume in our infusions from
23 fiscal year 2011 to fiscal year 2013. And, if we analyze
24 that volume for 2014, it's flat. We also saw a 5.77

1 percent decline in our overall volume for this site when
2 we compared it to fiscal year '13 and '14. And, again,
3 just to note, we could not track the specialty physician
4 office visit volume before provider based. We also
5 experienced financial losses of over $400,000 annually.
6 We had significant space limitations to
7 the way the space was constructed. And, again, I would
8 point out it was set up as a single private office. It's
9 important to explain the physical space. One of them,
10 quite clearly, these children require an infusion
11 therapy. Infusion therapy bays are usually individual
12 bays with five feet circumference around them for
13 individual patients. This room was set up in which it
14 literally had a couch and a recliner and a chair. So,
15 this was set up in just like a team -- let's all watch TV
16 together. So, as we were looking to try to increase
17 volume, we were really constrained with giving privacy
18 for patients for clinical needs as well as even discuss
19 any critical components of a patient's care with the
20 family.
21 We also had other constraints in that
22 space relating to intake areas. Weigh stations were in
23 the middle of a hallway. No private space to do the
24 intake as you're doing additional vital signs and testing

1 that are now required that weren't when this place was
2 built.
3 We, also, saw that patients were self
4 selecting because as we grew some of our other sites and
5 we did build in some of these spaces, that they also
6 noticed the difference.
7 Our physicians really were only able to go
8 there once a week. It was hard to add another specialty
9 because the support spaces even for the providers and
10 teams were not available. There was a single office for
11 one provider. So, as we added more provider specialties,
12 it became difficult to provide the support space for them
13 as well as we also introduced more than just a provider
14 with our teams. We use social workers. We use child
15 life specialists, nutritionists, and then also we did not
16 have the appropriate space to provide the services
17 simultaneously.
18 So, with all those factors, it really was
19 not cost effective for us to be able to continue to see
20 patients at that site.
21 So, when we began now to see how we would
22 consolidate and what we would do, we did an analysis to
23 really ensure we had a good understanding of where
24 patients were coming from who went to our Guilford site

1 as well as our other sites. We also did an analysis of
2 the population densities in the state to see where
3 pediatric children are living from age 0 to 17. And, our
4 analysis showed that Guilford and New Haven sites drew
5 patients from a similar market and from the same
6 counties. In fact, 25 percent of the Guilford patients
7 are from New Haven and Fairfield County. And, that they
8 would be better served at one of our other sites.
9 New London County patient visits in 2014
10 were 17 percent of the total Guilford volume. And, 5
11 percent of these had nine more visits which means that if
12 you have multiple visits, that those are the patients
13 that would have been in active treatment. So, only nine
14 patients were in active multiple treatments in an
15 Infusion Center on a regular basis.
16 All of these patients have been
17 transitioned to one of our existing Pedi Specialty Center
18 sites. And, specifically, the hem onc patients are to
19 either our Children's Hospital site in New Haven or
20 Trumbull. No patients have left our practice.
21 Also, of note, I want to mention that's
22 new since we filed the original CON is in January 2015,
23 we will be opening a Pediatric Specialty Center in Old
24 Saybrook, Connecticut. And, all the New London County

1 patients will have additional options for access for the
2 specialties. We will also continue to evaluate the
3 demand for our service whether it's in New London or any
4 other counties.
5 The other point I wanted to mention is we
6 have Medicaid patients, in particular, that we're seeing
7 in Guilford, but these patients were from New Haven and
8 points west. So, that also the access for them is going
9 to be enhanced by transitioning them to one of our other
10 sites.
11 The other point I wanted to focus to
12 ensure that we are looking at continued access for these
13 patients and that we're looking at improving the quality
14 and cost effectiveness of the care that we're delivering.
15 Our other Pedi Specialty site locations are closer to
16 where many of them reside. Our Pedi Specialty locations
17 offer, as I mentioned earlier, the comprehensive multi-
18 disciplinary team of staff as well as services that are
19 available.
20 We have physicians and nurses from the
21 Guilford site who've also transitioned with their
22 patients. So, these patients also have the same staff
23 taking care of them. There is sufficient capacity at
24 each of these sites. And, we will -- Yale-New Haven will

1 reallocate resources to the sites where we have greater
2 demand.
3 So, in conclusion, and based on the
4 information presented, we believe that we demonstrated a
5 clear public need for the closure of the site. We
6 continue to ensure and improve access to our services,
7 and we want to deliver and we continue to deliver high
8 quality comprehensive care that is consistently centered
9 around our patients and families. We want to be
10 efficient and cost effective and this rationale is our
11 request for supporting the closure of Guilford in our CON
12 request.
13 Thank you for the opportunity, and I'm
14 available for questions.
15 HEARING OFFICER HANSTED: Thank you.
16 MS. FUSCO: Thank you.
17 HEARING OFFICER HANSTED: Kaila, did you
18 want to start?
19 MS. RIGGOTT: Sure. I do have a question
20 on your Old Saybrook site that you're developing. I
21 think you said that there were 16 percent -- 17 percent
22 of the patients you found came from the New London area.
23 And, so I'm just trying to get an understanding of why
24 you selected that site.

1 MS. SHERMAN: The determination for the
2 selection of the site, also it's going to be a Yale-New
3 Haven site as well. The Pediatric Specialty Center will
4 be one of Yale-New Haven Hospital's programs in there.
5 But, we also looked at the specialties they are putting
6 into the Old Saybrook site. We also looked at the
7 demographics of the specialties that are going there.
8 So, additional specialties will be in there other than
9 even what's in Guilford.
10 MS. RIGGOTT: Okay.
11 HEARING OFFICER HANSTED: What other
12 specialties are going in there? Give me a picture.
13 MS. SHERMAN: I can give you an overview.
14 HEARING OFFICER HANSTED: Yeah, yeah.
15 MS. SHERMAN: We will have pulmonary. We
16 will have endocrine. We will have GI. We will have
17 allergy immunology. Oh, I have my little grid here.
18 Allergy immunology, cardiology, endocrinology,
19 gastroenterology, orthopedics, pediatric surgery,
20 respiratory and urology.
21 HEARING OFFICER HANSTED: So, it's nothing
22 beyond what we already have in the chart in the file?
23 MS. FUSCO: Not for Pediatric Services.
24 Do you want to know about the Adult Services --

1 HEARING OFFICER HANSTED: Yeah, so I want
2 to know about the Adult --
3 MS. SHERMAN: Oh, the Adult Services. I'm
4 sorry. I'm sorry. Okay. So, the Adult Services that
5 are planned in there, they're looking at some infusion
6 services for Adult Smilow. They're looking at a multi-
7 specialty office practice for adults. They're looking at
8 some basic radiology which includes just x-ray and
9 ultrasound. They're looking at phlebotomy. They're also
10 some existing non-Yale-New Haven practices in the
11 building that will remain.
12 HEARING OFFICER HANSTED: Okay. And, why
13 was the decision made not to include infusion and
14 oncology at the Old Saybrook site?
15 MS. SHERMAN: Because of the market
16 analysis of the volumes and comparing the volumes of
17 where our patients are coming from. It was clear that
18 most of our patients were coming from the east -- the New
19 York Fairfield County end of the state. And, there was
20 very minimal volume, and also, as I said, the density
21 where the children are living in the eastern. And, as I
22 said, we will continue to evaluate it.
23 HEARING OFFICER HANSTED: Okay. Sorry.
24 Kaila.

1 MS. RIGGOTT: That's okay. You actually
2 answered or asked one of my questions. And, I probably
3 will have another question sort of related to that when
4 we get to the data.
5 The next question I have just is in regard
6 to a comment in your pre-file on page 221 where you were
7 talking about the layout of the Guilford site making it
8 difficult to be in compliance with HIPAA.
9 MS. FUSCO: I'm sorry, which page? 221
10 did you say?
11 HEARING OFFICER HANSTED: Correct.
12 MS. RIGGOTT: Yes, 221. Are the other
13 sites that are on your chart -- is the layout different
14 in all of those sites? You mentioned the size of the bay
15 for infusion.
16 MS. SHERMAN: Yes, the two -- the two that
17 I was referring to were the most concern about HIPAA are
18 one in your intake areas in which you bring patients in
19 and you do the pre-work and you do heights, weights,
20 vital signs. You do other monitoring that you might not
21 have done years ago. So, being able to have that in
22 private space, we built those into our new sites.
23 They're separate rooms. And, also our infusion spaces,
24 they're literally single infusion space bay for a patient

1 with all -- with a recliner chair and -- and plenty of
2 space between each. We don't have them in big, open
3 rooms.
4 HEARING OFFICER HANSTED: I just want to
5 expand upon that just for a minute. So, what exactly are
6 your obligations under HIPAA that would force you into
7 doing this and not have to do it at the Guilford Center
8 in years past?
9 MS. SHERMAN: I'm not sure I understand
10 the question. In years past was not Yale-New Haven
11 Hospital?
12 MS. FUSCO: I think I understand. I mean,
13 I think what she's saying is that they can't do it in the
14 infusion room because it would violate privacy. So, they
15 have to have those conversations elsewhere. So, because
16 of the setup of that room, they can't have the private
17 conversations that they can normally have in an infusion
18 bay. So, they have to find other places within the
19 Center to speak if they want to. Does that make sense?
20 MS. SHERMAN: It's not only HIPAA. It's
21 also the clinical carrier providing to a patient and
22 providing them privacy -- physical privacy from what
23 you're doing as well as the private conversations with a
24 parent.

1 HEARING OFFICER HANSTED: Okay, so --
2 MS. SHERMAN: So, you really don't want to
3 be bouncing someone back and forth between, you know, an
4 exam room across the building to, you know, the couch
5 where the kid is sitting. And, so really being able to
6 develop those spaces so you can do all of that in one
7 area and not move the patient around.
8 HEARING OFFICER HANSTED: So, in the
9 Guilford Center, what was happening was the patient was
10 being moved to a different room to have those private
11 conversations?
12 MS. SHERMAN: Yes.
13 HEARING OFFICER HANSTED: Is that
14 accurate?
15 MS. SHERMAN: If there's nobody in the
16 open room, they're going to just meet with the parent.
17 But, ideally, yes, you would move them to the -- to the
18 other room and then you're not efficient because you're
19 tying up exam rooms for lengthy conversations relating to
20 plans of care.
21 HEARING OFFICER HANSTED: Okay. Thank
22 you. Go ahead.
23 MS. RIGGOTT: All right. Thank you. On
24 page 222, you had made the comment in your pre-file also

1 that, "The consolidation of Pediatric Specialty Services
2 will allow Yale-New Haven Hospital to reallocate the
3 funds previously expended at Guilford toward the
4 provision of services at location where patient demand is
5 greater and operating expenses are less." Can you give
6 me a little more information on --
7 MS. SHERMAN: Sure.
8 MS. RIGGOTT: -- operating expenses being
9 less?
10 MS. SHERMAN: So, I can give you an
11 overview of what that means if you're talking actual
12 dollar amounts down to that. I particularly cannot
13 provide the dollar amounts. I have people here. The
14 expense to run Guilford basically was greater than the
15 expense to run a new site. In what wasn't also -- there
16 are expenses not only -- the rental or your commodities
17 for that but also the staffing. There's laboratory
18 services that also were at the Guilford site and which
19 for oncology patients you also not only draw the blood
20 but you need to have a quick turnaround time to have
21 those blood results completed so you can initiate
22 therapy. So, that involves also having a laboratory on
23 site, staff to staff the laboratory, and then that also -
24 - if you have a very low volume of specimens coming

1 through that, it's really not cost effective. So, it was
2 a double-edge sword as well as an additional expense for
3 the site. And then again, if we don't have volumes
4 coming through our practice, and we have staff who are
5 staffing it, your ongoing expenses for all of that also
6 adds and being an oncology service, even if -- you have
7 to be available for your patients for urgent needs as
8 well as their routine visits.
9 MS. RIGGOTT: Thank you.
10 MS. SHERMAN: And, so we've combined
11 oncology with our other multi-specialties so we've got
12 the efficiency of using both services together.
13 MS. RIGGOTT: On page 226, you talk about
14 the offering of full complement of services at other
15 sites other than Guilford may avoid the need for follow-
16 up services and result in cost savings for patients and
17 payers. Can you elaborate on that just a bit, please?
18 MS. SHERMAN: Sure. All of our other Pedi
19 Specialty sites, as I mentioned, have multiple
20 specialties that see patients. So, for instance, we
21 could have five different specialties seeing patients in
22 a morning session or an afternoon session. At our
23 Guilford site, we could only have the oncologist and we
24 try to plug in one other specialty. As we said, we were

1 constrained. So, patients needing more than one
2 specialty visit, which is not uncommon for multi-
3 specialty, not only hem onc kids who have other problems,
4 we're able to have their visits with those specialties
5 right at the same day that they see the oncologist and
6 they get their treatment. We also have radiology
7 services at our specialty sites. Many of these children
8 for oncology also need scans and things. So, everything
9 is coordinated at the same site at the same visit.
10 MS. RIGGOTT: Okay. So, are you saying
11 that that was, in part, a function of having that one
12 office space for the specialist in Guilford?
13 MS. SHERMAN: We tried to add more
14 specialists to Guilford not only to be able to be more
15 cost effective but also should we -- we be able to offer
16 this for oncology patients while they're there. But,
17 oncology patients need more than one type of specialist
18 as well. But, we just found we could not add and make it
19 a multi-specialty center because of the constraints.
20 MS. RIGGOTT: Thank you. I think my next
21 question involves -- or actually, I have an old question
22 regarding the timing when you mentioned that originally
23 the site was a single provider site. What was the date
24 of when that -- when was the site a single provider site?

1 MS. SHERMAN: The single provider site was
2 before the University took it on. So, I don't have
3 access to the actual date.
4 MS. RIGGOTT: All right.
5 MS. SHERMAN: I do know that that single
6 provider, you know, he was originator of the practice.
7 MS. RIGGOTT: Okay. So --
8 MS. SHERMAN: So, it was for a while.
9 MS. RIGGOTT: So, it was prior to the
10 2010?
11 MS. SHERMAN: Oh, definitely.
12 MS. RIGGOTT: And, I know you talked about
13 going provider based, that the site became provider based
14 in 2013. Can you explain to me what that means exactly?
15 I want to make sure I understand it correctly.
16 MS. SHERMAN: So, prior to 2013, the
17 services that were in that site, except for the Infusion
18 Center, the Infusion Center was Yale-New Haven Hospital
19 in 2010. All the other services which were the office
20 practice and a few sprinklings of the specialties were
21 Yale University's. When we went provider based, they
22 become under Yale-New Haven Hospital's licensure.
23 MS. RIGGOTT: Okay. I think the only
24 other question I have is regarding the data that was

1 submitted for the New London County patients. I want to
2 make sure I understand that table.
3 MS. FUSCO: You're talking about the
4 actual chart --
5 MS. RIGGOTT: Yes. Page 263 is where it
6 starts.
7 MS. FUSCO: Okay, the one with the visits.
8 MS. RIGGOTT: Hmm hmm. So, my question --
9 two questions I have are, is the ID, that's just a unique
10 patient ID?
11 MS. SHERMAN: Yes, we didn't want to
12 disclose names.
13 MS. RIGGOTT: Okay. And, then -- yeah.
14 Good, I'm glad. The age, year, that's the patient's
15 age? Okay, so some of them, as you said, are adult
16 patients with pediatric conditions that originated --
17 MS. SHERMAN: Yes.
18 MS. RIGGOTT: -- as a pediatric patient?
19 And, the -- the part of the table highlighted in yellow,
20 those are just the hematology oncology visits or --
21 MS. SHERMAN: That was where we were
22 highlighting the patients who had -- had ten or more
23 visits that I referenced.
24 MS. RIGGOTT: Okay.

1 MS. SHERMAN: So, we were highlighting and
2 they were mostly, as I referenced, hematology oncology
3 patients. And, so that was the breakdown to show you the
4 visual.
5 MS. RIGGOTT: All right. So, either in
6 2013 or 2014?
7 MS. SHERMAN: Correct.
8 MS. RIGGOTT: Okay. I think I'm done with
9 questions.
10 HEARING OFFICER HANSTED: Okay. I just
11 have a -- as long as we're on the same chart, I need some
12 clarification. You had stated that earlier that, I
13 believe, it was 19 percent of the patients were coming
14 from New London in 2014, is that correct? Or is it 17?
15 MS. SHERMAN: Yeah, I was saying, I don't
16 --
17 HEARING OFFICER HANSTED: Okay, 17 or 19.
18 And, so -- it's 17? Okay. So, in this chart, it shows
19 fiscal year 2014 and the way I calculated it, I took the
20 -- in the yellow box, I took the number of visits and
21 came up with 29 percent of New London. And, maybe based
22 upon your previous explanation just now, I did that
23 incorrectly. How did you come up with 17 percent of New
24 London or folks coming from New London to Guilford?

1 MS. FUSCO: Can I -- can I clarify for
2 you?
3 HEARING OFFICER HANSTED: Yes.
4 MS. FUSCO: It's -- basically the way we
5 did this was this chart totals, if you look at the end,
6 it puts to the number of visits, okay. So, I think, in
7 2014, you have 330 visits.
8 HEARING OFFICER HANSTED: Correct.
9 MS. FUSCO: So, if you were doing visits,
10 you would be -- you would be calculating 330 out of
11 however many total visits there were in Guilford to get
12 the percent of visits. And, I think that worked out to
13 something like 16 percent. But, then what we did for
14 2014 was we counted how many patients there were because
15 if you can see from the spaces, not every patient had a
16 visit and not every patient that was seen in 2013 was
17 also seen in 2014. So, counting down there, there's 175
18 patients, and then we did that against the total number
19 of Guilford patients. If you look up at the top, there's
20 a key.
21 HEARING OFFICER HANSTED: Okay.
22 MS. FUSCO: So, there were like -- there
23 were 1,022 patients and 175 of them were from New London
24 County which I think works out -- should work out to 17

1 percent?

2 HEARING OFFICER HANSTED: Okay. That

3 explains it.

4 MS. FUSCO: And, then -- yeah, 330 visits

5 out of 2036.

6 HEARING OFFICER HANSTED: Okay. So, some

7 of these children outside of the yellow box in the same

8 chart, may or may not have received hematology or

9 oncology services, is that accurate?

10 MS. SHERMAN: They did not receive that

11 number of visits. But, they may have received any of the

12 other services and/or hematology oncology. They didn't

13 receive as frequent services.

14 HEARING OFFICER HANSTED: Okay.

15 I just want to go back to the -- the chart

16 that's on page 245 of your pre-file testimony. You had

17 stated earlier and also in your pre-file testimony that

18 you don't have access to the Yale-Medical Group records.

19 Why is that or and also is there some way to get those

20 numbers just so we can have a complete picture?

21 MS. SHERMAN: It's not our organization.

22 So, we don't have access to their financial data. So,

23 I'm assuming you're referring to the consistent data that

24 we had and how we submitted it?

1 MS. FUSCO: It's not part of -- it's
2 nothing that's tracked through the Yale-New -- they're
3 totally separate. It's the University versus the
4 Hospital. So, it's not tracked in their billing system
5 at all. It would have to be gotten from YMG, correct?
6 MS. SHERMAN: I mean, that would have to
7 be sought by YMG Yale University's Medical Group.
8 HEARING OFFICER HANSTED: Is that
9 something that can be done?
10 MS. FUSCO: I wouldn't speak for them. I
11 mean, we can certainly ask if it's something that -- if
12 you guys want to request in a late file, ask us to
13 pursue, we can try to get it from them. I'm not sure
14 what the protocol is for doing that.
15 HEARING OFFICER HANSTED: Yes. If you
16 could, I'll order that as Late File No. 1 with the
17 understanding that --
18 MS. FUSCO: Maybe --
19 HEARING OFFICER HANSTED: I want you to
20 try, but I understand if it's impossible to get --
21 MS. FUSCO: Okay.
22 HEARING OFFICER HANSTED: -- it's
23 impossible to get.
24 MS. FUSCO: So, wherever we've cited YMG

1 data?

2 HEARING OFFICER HANSTED: Correct.

3 MS. FUSCO: Okay. Okay, got you.

4 HEARING OFFICER HANSTED: And, also, you

5 had testified earlier that you assumed the lease from

6 Yale University for the -- for the building in Guilford.

7 I don't believe a copy of the assumption of lease was

8 submitted.

9 MS. FUSCO: No, and it's actually -- it

10 wasn't assumed. We ended up subleasing --

11 HEARING OFFICER HANSTED: You subleased.

12 MS. FUSCO: In the sublease, there is no

13 written sublease. It's actually -- there have been

14 charge backs and rent and such, but, it's not -- there's

15 no written sublease.

16 HEARING OFFICER HANSTED: Okay.

17 MS. FUSCO: But, no, it was not assumed.

18 HEARING OFFICER HANSTED: Thank you.

19 And, also you testified as to with respect

20 to when I asked you about the New London patients, why

21 isn't oncology and hematology -- or infusion included in

22 Old Saybrook? You had stated that there was an analysis

23 done -- a demographic analysis. Is that what it was

24 called?

1 MS. SHERMAN: We did two.
2 HEARING OFFICER HANSTED: A market
3 analysis --
4 MS. SHERMAN: Where our patients were
5 coming from for all of our sites as well as a demographic
6 analysis of where pediatric patients, in general, live
7 throughout the state.
8 HEARING OFFICER HANSTED: Okay. I'd like
9 to see copies of both of those, and I'll include that as
10 Late File No. 2.
11 Also, with respect to the Old Saybrook
12 site, is there -- and I don't want you to submit anything
13 that, you know, you consider a trade secret. But, is
14 there any general map of the proposed building that you
15 can supply to us?
16 MS. SHERMAN: Hmm hmm.
17 HEARING OFFICER HANSTED: Okay, and I'll
18 -- yes or no?
19 MS. SHERMAN: I don't know -- there is a
20 generalized map -- there's a site plan. It's in active
21 development.
22 HEARING OFFICER HANSTED: Right, right.
23 MS. SHERMAN: The site is in active
24 development if that's what you're --

1 MS. FUSCO: A floor plan.
2 HEARING OFFICER HANSTED: A floor plan.
3 MS. FUSCO: Where the space is going to
4 be.
5 MS. SHERMAN: Yeah.
6 MS. FUSCO: Sure.
7 HEARING OFFICER HANSTED: Okay, that would
8 be Late File No. 3.
9 And, do you know or does -- someone else
10 maybe can testify to this as to specifically the infusion
11 and oncology services, are those offered at any other
12 providers in New London or the New London area?
13 MS. SHERMAN: For pediatrics?
14 HEARING OFFICER HANSTED: For pediatric,
15 yes.
16 MS. SHERMAN: No.
17 HEARING OFFICER HANSTED: No?
18 MS. SHERMAN: Not that I'm aware.
19 HEARING OFFICER HANSTED: I just want to
20 go to page 238 of your pre-file testimony. With respect
21 to the visit data versus billing data, it says, the first
22 full paragraph of the pre-file testimony, I need some
23 clarification on this because what this is showing me is
24 with respect to visit data, which is just taking the

1 amount of -- if I'm understanding this correctly, it's
2 not looking at each individual service. It's just taking
3 the actual visit when the person steps into the building.
4 Or do I have that backwards? Is that -- is that billing
5 data? Maybe if you could just explain, it might be
6 easier. And, if you could just identify yourself for the
7 record.
8 MR. SPARF: Sure. Madeleine Sparf. I can
9 explain the difference between billing data and arrived
10 data. Billing data would include multiple visits. Let's
11 say, a patient comes in to have an MD visit, blood draw,
12 and infusions. That will be counted as one in the
13 billing data. All those charges will be compiled into
14 one bill. Arrived data, the patient can arrive multiple
15 times. They will arrive at the blood draw. They will
16 arrive MD visits, and they will arrive for an infusion.
17 That would be counted three times. So, those are the
18 differences between arrive and billing data.
19 Absolutely, so Yale-New Haven, we have
20 something called a billing hierarchy. Depending on the
21 specialties that the patient would use is, let's say,
22 there's an Emergency Department visit. There's a blood
23 draw and there's a specialty clinic visit. What we do
24 and we look at the data is that we rank the different

1 visits. So, let's say, there's an ED visit, a blood draw,
2 and a clinic visit. The Emergency Department will get
3 credit for the visit because it can assign to acuity. A
4 blood draw is the lowest on the bottom. If you're coming
5 for a blood draw, and you have something else that trumps
6 it, it will go up to an ED visit. The blood draw will
7 not be credited for that. It's just you'll be able to
8 count the patient once when they come in. You don't want
9 to give credit to three different areas.
10 HEARING OFFICER HANSTED: Right, okay.
11 MS. FUSCO: So, in the case of billing
12 data, if you had those three, you'd recognize that there
13 was an ED patient. But, if you're looking, you'd
14 actually be under counting blood draws and clinic visits
15 because they wouldn't get -- it would only be assigned to
16 the ED whereas if you looked at arrived visit data, you
17 would see that patient in the ED, in the clinic, and
18 getting the blood draw. So, arrived visits really kind
19 of show people in the door for each service.
20 HEARING OFFICER HANSTED: Okay. Very
21 good. That's --
22 MS. FUSCO: If that makes sense.
23 HEARING OFFICER HANSTED: That's perfect.
24 That was a wonderful explanation.

1 Okay. Does Yale -- with respect to the
2 Guilford Center, does Yale track the amount of
3 individuals who are coming through the door and receiving
4 more than one service in that particular entrance through
5 the door as opposed to someone who just comes in and
6 receives one service and leaves?
7 MS. SHERMAN: Yes.
8 HEARING OFFICER HANSTED: Okay. Can you
9 give me that information? I'd like to see, for the
10 Guilford Center, let's do it for the previous three
11 years. We'll go back three years.
12 MS. FUSCO: So, basically arrived visit
13 data for each service? Is that what we're talking about?
14 COURT REPORTER: Can you say that into a
15 microphone?
16 MS. SHERMAN: I just have a clarifying
17 question.
18 HEARING OFFICER HANSTED: Hold on. Hold
19 on. Let her repeat her question.
20 MS. FUSCO: What I was asking is, are you
21 looking for then arrived visit data for each service in
22 Guilford? So, you want to know each person and each
23 service they've received in Guilford?
24 HEARING OFFICER HANSTED: Correct.

1 MS. FUSCO: Okay. So, am I stating that
2 correctly, Lynn?
3 MS. SHERMAN: So, you're looking for this
4 just for Guilford patients?
5 HEARING OFFICER HANSTED: Just for
6 Guilford.
7 MS. SHERMAN: For Guilford patients who
8 may have had other visits other than the Guilford site or
9 just for Guilford patients who've had more than one
10 service at the Guilford site?
11 HEARING OFFICER HANSTED: The latter of
12 the two. Just multiple services at the Guilford
13 facility.
14 MS. SHERMAN: So, that would be minimal,
15 as we said, because we have minimal specialties and the
16 frequency that they're at Guilford. So, we would be able
17 to provide that, but I just want to be sure. You're
18 looking for Guilford patients who've received other
19 specialty services at the Guilford site?
20 HEARING OFFICER HANSTED: Well, just -- I
21 want to make sure I'm asking the correct question because
22 the Guilford Center did offer the other services besides
23 infusion and oncology.
24 MS. FUSCO: And, I think what --

1 MS. SHERMAN: How many patients -- how
2 many hem onc patients saw other than hem onc specialty at
3 Guilford --
4 HEARING OFFICER HANSTED: Correct.
5 MS. SHERMAN: -- is what you're asking?
6 MS. FUSCO: In fact, if they saw a
7 cardiologist there. And, just to clarify, we can -- I
8 mean, unless we are able to work the Yale Medical Group
9 data, we can only provide that from February 2013
10 forward.
11 HEARING OFFICER HANSTED: Understood.
12 MS. FUSCO: From when they became provider
13 based. But, we'll figure out --
14 HEARING OFFICER HANSTED: Understood.
15 Thank you.
16 And, that will be Late File No. 4.
17 MS. FUSCO: Hmm hmm.
18 And, I'm sorry, you had said for the last
19 three years if we can get the data?
20 HEARING OFFICER HANSTED: Correct.
21 MS. FUSCO: So, '11, '12, '13 or '12, '13.
22 To be consistent with what we've submitted, we could do
23 '11, '12, '13 and year to date '14?
24 HEARING OFFICER HANSTED: Year to date

1 '14, yes, thank you.
2 MS. FUSCO: Okay.
3 HEARING OFFICER HANSTED: Okay, I don't
4 have any further questions. Okay.
5 Counsel, if you want to give a closing
6 statement, I'm happy to hear it.
7 MS. FUSCO: You don't want to wait until
8 6:00 o'clock?
9 HEARING OFFICER HANSTED: No, I don't want
10 to wait until 6:00 o'clock. I'll close the record at
11 that point.
12 MS. FUSCO: I need a couple hours to work
13 on it. Come on.
14 HEARING OFFICER HANSTED: If you need the
15 time, I'm happy to give it to you. Do you want me to
16 wait?
17 MS. FUSCO: No, I'm kidding.
18 HEARING OFFICER HANSTED: Okay.
19 MS. FUSCO: No, I just want -- briefly, I
20 just wanted to thank you. Thank you, both, for giving us
21 the time today to just speak in support of certificate of
22 need application to close Guilford and to consolidate the
23 services at the Yale-New Haven Children's Hospitals other
24 Pediatric Specialty locations.

1 We also really appreciate the opportunity
2 through our written submissions and here today to try to
3 clarify some of the issues that we've had with the data.
4 We understand there have been some inconsistencies and,
5 as I hope you understand from what's in our testimony, a
6 lot of that was driven by changes in Yale-New Haven
7 Hospital's billing systems and this conversion to
8 provider based that just led to some confusion and charts
9 being submitted using billed versus arrived data and
10 things that we know made it difficult for you guys to
11 process the information, and, you know, we're happy to be
12 here today to help explain to you. And, we hope that
13 everything is clear and if it's not, you know, certainly,
14 if you have any follow-up questions, we're happy to
15 answer them.
16 But, all that being said, you know, we
17 really believe that the information we've submitted
18 throughout these proceedings supports a CON for
19 discontinuance of the Pediatric Specialty Center at
20 Guilford. You know, the need for this proposal begins
21 with the termination of the Guilford lease and sort of
22 the significant physical space limitations that Ms.
23 Sherman has discussed here today. Those -- those space
24 limitations make it difficult to ensure patient privacy,

1 you know, in an infusion room where treatment is taking
2 place. They make it difficult, you know, for pediatric
3 patients to have their parents and caregivers present
4 when they're being treated. There, as Ms. Sherman has
5 described, there's difficulty accessing other specialty
6 services on site, ancillary diagnostic services, all of
7 the things that Yale-New Haven Children's Hospital wants
8 these centers to be able to do to provide, sort of,
9 comprehensive patient centered care.
10 And, I think, a lot of that comes out of
11 the fact that the office space was constructed way back
12 when to serve a single provider, and it's, you know,
13 you're trying to fit a square peg into a round hole to
14 make a multi-specialty practice fit there because multi-
15 specialty is the Children's Hospital model and it simply
16 doesn't work there. And, to renovate the space and to
17 make that space comparable to the other pediatric centers
18 like the Long Wharf Center which is recently extended.
19 It's just -- it's not possible or, you know, if to the
20 extent that it's possible in the physical space, it's
21 cost prohibitive.
22 So, you know, we ended up with a site
23 where the demand, you know, the demand was really low and
24 as Ms. Sherman said, patients were only coming one day a

1 week, largely, or in partly, because patients were self-
2 selecting the other sites. I know we put in our written
3 submission that the Long Wharf site, which is right off
4 of 95, the newly constructed areas in New Haven, it's
5 huge. You've gone from what, 12 to 22 exam rooms. You
6 know, it's a huge building with ample parking and just
7 every service you can imagine and an incredibly child
8 friendly environment.
9 And, you know, I think a lot of patients
10 who were going to Guilford were deciding that was a
11 better place to have their services. Same with Smilow.
12 You know, same with -- same with the Trumbull sites.
13 And, people really do, when they're looking for care for
14 their children want -- especially when they're going to
15 Yale-New Haven Children's Hospital, they expect the state
16 of the art facility. They want one, and that's what
17 they're striving to -- to provide. And, the same is
18 going to be true with this Old Saybrook site when it's
19 open for the services it provides. You know, it's going
20 to be -- it's going to be built out so that it doesn't
21 have the problems that Guilford had and that it can give,
22 sort of, New London County and Shoreline East patients
23 that same level of care and access.
24 Ms. Sherman did mention that the

1 Children's Hospital and Yale Medical Group worked very
2 closely together to transition patients and to ensure
3 that, you know, those transitions were seamless and there
4 was a continuity of care. You can see in our submissions
5 that, you know, letters were sent and calls were made and
6 discussions were had at appointments and pretty much
7 every patient was placed elsewhere within the system,
8 with their doctor, with the same -- in most cases, the
9 same nursing staff so that they were going to a different
10 location, but they were seeing familiar faces. They got
11 to stay with their same doctor. It just wasn't in, you
12 know, the same building.
13 So, you know, they're proud of the work
14 that they did in that regard. You know, their analysis
15 showed that a lot of the Medicaid patients they were
16 seeing in Guilford were really from New Haven and
17 Fairfield County, probably from the Bridgeport area.
18 People, you know, those Medicaid patients are now going
19 to have easier access in Trumbull or in New Haven at Long
20 Wharf or at the campuses that are downtown. So, I think,
21 in essence, you know, the proposal enhances access for
22 Medicaid patients as well.
23 And, they're proud of the fact that
24 through this transition, they have not -- they have not

1 lost a single -- a single patient. You know, they've
2 been able to transition every single child which is a
3 credit to the work that they've done. So --
4 And, the last thing that Ms. Sherman
5 mentioned was just the ability to reallocate resources
6 and how expensive it was to keep Guilford open. And, how
7 much, you know, better that money can be used at places
8 like Trumbull or places like Long Wharf, where, you know,
9 you have a greater concentration of patients. You have
10 more of a demand for services, and you're, you know,
11 providing care at a different level in a different
12 environment.
13 So, you know, I think at the end of the
14 day, this proposal is needed and it represents, sort of,
15 a significant improvement in access and quality of care
16 for the -- for the Pediatric Specialty patients at the
17 Children's Hospital and, again, this is what they strive
18 for. So, we hope you'll consider everything we've --
19 we've put before you and approve the CON. We thank you
20 very much for your time again.
21 HEARING OFFICER HANSTED: Thank you. And,
22 just one housekeeping matter before we get to the public
23 portion. The late files will be due two weeks from
24 today. Does that give you enough time?

1 MS. FUSCO: And, can I just confirm -- I
2 think I have them correct. But, can I just confirm what
3 they are? So, the first is try and see if we can get
4 Yale Medical Group data for physician visits for any of
5 the years in specialties that we didn't provide it --
6 HEARING OFFICER HANSTED: Correct.
7 MS. FUSCO: -- going back on our charts.
8 The second or the demographic analyses that you mentioned
9 with respect to Children's Hospital patients and then
10 children statewide.
11 HEARING OFFICER HANSTED: Correct.
12 MS. FUSCO: The third is a floor plan for
13 Old Saybrook.
14 HEARING OFFICER HANSTED: Correct.
15 MS. FUSCO: It shows where the pediatrics
16 will be. And, the fourth is just arrived visit data for
17 all of the specialty services at the Guilford clinic for
18 visits that happened at Guilford.
19 HEARING OFFICER HANSTED: That's correct.
20 Just to go back to Late File No. 3, the floor plan for
21 the Old Saybrook site, I want to see the --
22 MS. FUSCO: Whole thing.
23 HEARING OFFICER HANSTED: -- entire plan,
24 not just the pediatric area.

1 MS. FUSCO: Okay.

2 HEARING OFFICER HANSTED: Thank you.

3 MS. FUSCO: Okay.

4 (Whereupon the hearing continued in public

5 session.)

HEARING RE: PEDIATRIC SPECIALTY CENTER IN GUILFORD
JULY 24, 2014

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wherever [1] 26:24
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Whole [1] 41:22
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Yale-New [20] 1:5 2:4 2:15 2:16 3:7 4:18 4:21 11:24 13:2 13:4 16:10 18:2 21:18 21:22 26:2 30:19 35:23 36:6 37:7 38:15
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yellow [3] 22:19 23:20 25:7
YMG [3] 26:5 26:7 26:24
York [1] 14:19
yourself [1] 30:6

CERTIFICATE

I, Paul Landman, a Notary Public in and for the State of Connecticut, and President of Post Reporting Service, Inc., do hereby certify that, to the best of my knowledge, the foregoing record is a correct and verbatim transcription of the audio recording made of the proceeding hereinbefore set forth.

I further certify that neither the audio operator nor I are attorney or counsel for, nor directly related to or employed by any of the parties to the action and/or proceeding in which this action is taken; and further, that neither the audio operator nor I are a relative or employee of any attorney or counsel employed by the parties, thereto, or financially interested in any way in the outcome of this action or proceeding.

In witness whereof I have hereunto set my hand and do so attest to the above, this 30th day of July, 2014.

Paul Landman
President

Post Reporting Service
1-800-262-4102

Greer, Leslie

From: Jennifer Groves Fusco <jfusco@uks.com>
Sent: Thursday, August 07, 2014 2:01 PM
To: Hansted, Kevin; Riggott, Kaila; User, OHCA
Cc: Nancy Rosenthal (Nancy.Rosenthal@greenwichhospital.org); McKennan, Matthew (Matthew.McKennan@YNHH.ORG)
Subject: YNHH - Guilford Pediatric Specialty Center (Docket No. 13-32880-CON)
Attachments: YNHH Pediatric Specialty Center.pdf

Kevin,

Attached is YNHH's late file submission in the above-referenced docket. Please let me know if you have any questions or if you require additional information.

Thanks,
Jen

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August 7, 2014

VIA ELECTRONIC & REGULAR MAIL

Kevin Hansted
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Hartford, CT 06134-0308

Re: Yale-New Haven Hospital
Discontinuation of Services at Yale-New Haven HospitalPediatric Specialty Center in Guilford
Docket No. 13-31880-CON

Dear Hearing Officer Hansted:

This office represents Yale-New Haven Hospital ("YNHH") in connection with the above-referenced docket. Enclosed are an original and four (4) copies of YNHH's late-file testimony.

Should you require anything further, please feel free to call me at (203) 786-8316.

Very truly yours,

Jennifer Groves Fusco

Enclosures

cc: Nancy Rosenthal (*w/enc.*)
Lynne Sherman (*w/enc.*)

Yale-New Haven Hospital

Discontinuation of Services at Yale-New Haven Hospital
Pediatric Specialty Center at Guilford

Docket Number: 13-31880-CON

Late File Testimony

August 7, 2014

Yale-New Haven Hospital

Certificate of Need Application
Docket Number: 13-31880-CON

Discontinuation of Services at Yale-New Haven Hospital
Pediatric Specialty Center at Guilford

Late File Testimony

1. Provide Yale Medical Group ("YMG") volume data for the Yale-New Haven Children's Hospital pediatric specialty locations for FY 2011 through February of FY 2013, when the sites became provider-based.

RESPONSE:

Revised versions of the charts submitted to OHCA on July 18, 2014, which now include YMG data, are attached as follows:

Guilford Pediatric Specialty Center ("Guilford PSC") -- Exhibit A
Long Wharf Pediatric Specialty Center ("Long Wharf PSC") -- Exhibit B
YNHCH Pediatric Specialty Center ("WP2") -- Exhibit C
Greenwich Pediatric Specialty Center ("Greenwich PSC") -- Exhibit D

The YMG data (pre-February 2013) is provided in the form of "arrived visit" data. The charts have been further revised to include Yale-New Haven Hospital ("YNHH") volume (post-February 2013) in the form of "arrived visit" data as well, so that OHCA can compare and analyze volume trends. Please note that "arrived visit" data differs from the "billing" data used in YNHH's hearing submissions, as described in those submissions and at the public hearing.

Because the revised charts are based on "arrived visit" data from YMG and YNHH and not YNHH billing data, there will be discrepancies if these charts are compared with those submitted on July 18th. The differences are based on the definition of arrived versus billing data. There are also differences in how certain specialties are defined for arrival versus billing purposes, with billing visits tied to a patient's principal diagnosis and then allocated based on the outpatient billing hierarchy. In addition, the charts included with this submission do not include infusion center volume, thus making the total percent changes in volume by clinic different than in the charts submitted for the public hearing.

Notwithstanding the foregoing, the attached chart for the Guilford PSC shows a significant decline in volume. Hematology/oncology visits declined by 22.68% between FY 2011 and FY 2014. Specialty physician office visits overall declined by more than

26% between FY 2012 and FY 2014. This decline in volume supports discontinuation of services at the Guilford PSC.

No charts have been provided for the YNHCH Pediatric Specialty Center at Smilow Cancer Hospital (NP7) ("Smilow") or the Norwalk Pediatric Specialty Center ("Norwalk PSC"). These sites were provider-based when they opened, therefore no YMG data was missing from YNHH's initial submissions. All historic specialty physician visit data requested by OHCA has already been provided for these sites. The Greenwich PSC was provider-based when it opened, but visit data was not previously provided to OHCA and is included with this submission.

2. Provide copies of demographic analyses of YNHCH pediatric specialty patients and pediatric patients statewide.

RESPONSE:

Attached as Exhibit E is a chart that shows infusion center and hematology/oncology arrived visit volume for the Guilford PSC and Smilow for January through December of 2013. This data was used by YNHCH to evaluate the feasibility of accommodating Guilford PSC patients at the Trumbull Pediatric Specialty Center ("Trumbull PSC") and Smilow. The upper portion of the chart shows Guilford PSC and Smilow visits for patients who reside in Fairfield County and other areas from which the Trumbull PSC is the most accessible YNHCH infusion/hematology/oncology site. The lower portion of the chart shows Guilford PSC and Smilow visits for patients who reside in New Haven County and other areas from which Smilow is the most accessible YNHCH site for infusion/hematology/oncology.

This chart was used by YNHCH to analyze the ability to accommodate patients between the Trumbull PSC and Smilow after discontinuation of services at the Guilford PSC. For example, it shows that there were 1,142 Guilford PSC infusion center visits for patients who would be served best at Smilow (lower portion of the chart, first column) given where they live (primarily New Haven County). In order for Smilow to accommodate this influx of patients, existing Smilow patients would be accommodated at more convenient locations. The second column on the upper portion of the chart shows that there were 1,487 Smilow infusion center visits for patients who could be better served in Trumbull based on where they live (primarily Fairfield County). So the shift of some of these patients from Smilow to the Trumbull PSC made room at Smilow for Guilford PSC patients from the New Haven area. Similarly, Smilow hematology/oncology patients from Fairfield County and surrounding areas (2,689) were more easily accommodated in Trumbull, making room at Smilow for Guilford PSC hematology/oncology patients from New Haven County and surrounding areas (1,784).

In addition, this chart shows that the proposed shifting of patients between the Guilford PSC, Smilow and the Trumbull PSC would better equalize volume at the different

pediatric specialty sites. The shift in volume described above theoretically results in 5,237 visits at the Trumbull PSC (404 + 1,487 + 657 + 2,689 = 5,237) and 7,504 visits at Smilow (1,142 + 1,624 + 1,784 + 2,954 = 7,504), or a ratio of approximately 41% Trumbull PSC to 59% Smilow. When the Guilford PSC was operational, total visits were 4,014 at Guilford (1,555 + 2,459 = 4,014) versus 8,802 visits at Smilow (3,121 + 5,681 = 8,802), or a ratio of 31% Guilford PSC to 69% Smilow.

A map showing the statewide pediatric population is attached as Exhibit F. This map shows the largest concentration of pediatric patients in southern Connecticut in the greater New Haven area and in Fairfield County. This factored into YNHCH's decision to increase its pediatric specialty presence in Trumbull and to expand the Long Wharf PSC in New Haven. The density of pediatric patients in Middlesex and New London Counties is generally lower than in New Haven and Fairfield Counties. This reinforced the decision to discontinue the Guilford PSC in favor of sites in New Haven and Trumbull, as well as the new Old Saybrook PSC.

3. Provide a copy of the floor plan for the YNHH Old Saybrook facility.

RESPONSE:

A copy of the floor plan for the YNHH Old Saybrook facility is attached as Exhibit G. It includes a dedicated pediatric space, as well as a space for infusions. Infusions services are planned for adults only at this time. However, YNHCH continually evaluates the demand for services and can add pediatric infusion services in Middlesex and/or New London Counties if the need arises.

4. Provide the number of patients who saw more than one specialist on the same day at the Guilford Pediatric Specialty Center, from FY 2011 through May of FY 2014.

RESPONSE:

See Exhibit H attached. These numbers were calculated using YNHH arrived visit data from February 2013 through June 2014. They show that during this time only 12 unique patients, or .6% of the Guilford PSC's total patients, saw more than one specialist on the same day in Guilford. These 12 patients accounted for 13 multispecialty visits.

Data could not be provided prior to February of 2013, when physician office visits at the Guilford PSC became provider-based. The YMG data prior to this date (see Late File #1 above) is aggregate data and does not provide the patient detail required to ascertain whether the same patient saw more than one specialist on the same date. This information would need to be manually processed by the YMG Department of Pediatrics, which would take a significant amount of time and manpower, assuming they would agree to undertake the analysis.

EXHIBIT A

Visits to Pediatric Specialty Center at Guilford	FY2011	FY2012	FY2013a	FY2013b	FY2014
Visits by Service	10/1/2010 (start date) to 9/30/2011 (end date)	10/1/2011 (start date) to 9/30/2012 (end date)	10/1/2012 (start date) to 1/31/2013 (end date)	2/1/2013 (start date) to 9/30/2013 (end date)	10/1/2013 (start date) to 5/31/2014 (end date)
Hematology/Oncology	3,294	3,215	878	1,669	1,503
Cardiology	397	378	132	217	230
Endocrinology	234	297	112	263	223
Gastroenterology	19	49	25	31	22
Respiratory	91	104	47	81	48
TOTAL	4,035	4,043	1,194	2,261	YTD = 2,026 Annualized = 3,039
% change (Annualized)	-	0.20%		-14.54%	-11.79%

SOURCES:

10/1/10 - 1/31/13 YMG Arrived Visit Data

2/1/13 - 5/31/14 Epic Arrived Visit Data

EXHIBIT B

Visits to Pediatric Specialty Center at Long Wharf	FY2011	FY2012	FY2013a	FY2013b	FY2014
Visits by Service	10/1/2010 (start date) to 9/30/2011 (end date)	10/1/2011 (start date) to 9/30/2012 (end date)	10/1/2012 (start date) to 1/31/2013 (end date)	2/1/2013 (start date) to 9/30/2013 (end date)	10/1/2013 (start date) to 5/31/2014 (end date)
Hematology/Oncology	0	0	0	0	0
Cardiology	0	0	0	0	0
Endocrinology	304	329	569	1,051	1,637
Gastroenterology	241	295	102	183	269
Respiratory	441	345	155	348	663
TOTAL	986	969	826	1,582	YTD = 2,569 Annualized = 3,854
% change (Annualized)	-	-1.72%		148.50%	60.05%

SOURCES:

10/1/10 - 1/31/13 YMG Arrived Visit Data

2/1/13 - 5/31/14 Epic Arrived Visit Data

EXHIBIT C

Visits to Pediatric Specialty Center at the Yale New Haven Children's Hospital (WP2)	FY2011	FY2012	FY2013a	FY2013b	FY2014
Visits by Service	10/1/2010 (start date) to 9/30/2011 (end date)	10/1/2011 (start date) to 9/30/2012 (end date)	10/1/2012 (start date) to 1/31/2013 (end date)	2/1/2013 (start date) to 9/30/2013 (end date)	10/1/2013 (start date) to 5/31/2014 (end date)
Hematology/Oncology	96	107	32	63	60
Cardiology	3,215	3,182	1,023	1,993	1,959
Endocrinology	0	612	566	1,042	729
Gastroenterology	1,706	2,098	725	1,537	1,414
Respiratory	1,999	1,535	592	1,138	1,162
TOTAL	7,016	7,534	2,938	5,773	YTD = 5,324 Annualized = 7,986
% change (Annualized)	-	7.38%		15.62%	-8.32%

SOURCES:

10/1/10 - 1/31/13 YMG Arrived Visit Data

2/1/13 - 5/31/14 Epic Arrived Visit Data

EXHIBIT D

Visits to Pediatric Specialty Center at Greenwich	FY2011	FY2012	FY2013	FY2014
Visits by Service	10/1/2010 (start date) to 9/30/2011 (end date)	10/1/2011 (start date) to 9/30/2012 (end date)	10/1/2013 (start date) to 9/30/2013 (end date)	10/1/2013 (start date) to 5/31/2014 (end date)
Hematology/Oncology	0	0	0	0
Cardiology	0	0	0	0
Endocrinology	0	54	261	168
Gastroenterology	0	80	1,334	1,026
Respiratory	0	0	116	144
TOTAL	0	134	1,711	YTD = 1,338 Annualized = 2,007
% change (Annualized)	-	n/a	1176.87%	17.30%

SOURCES:

10/1/10 - 1/31/13 YMG Arrived Visit Data

2/1/13 - 5/31/14 Epic Arrived Visit Data

EXHIBIT E

January - December 2013 Heme/Onc Specialty and Treatment Center Visits

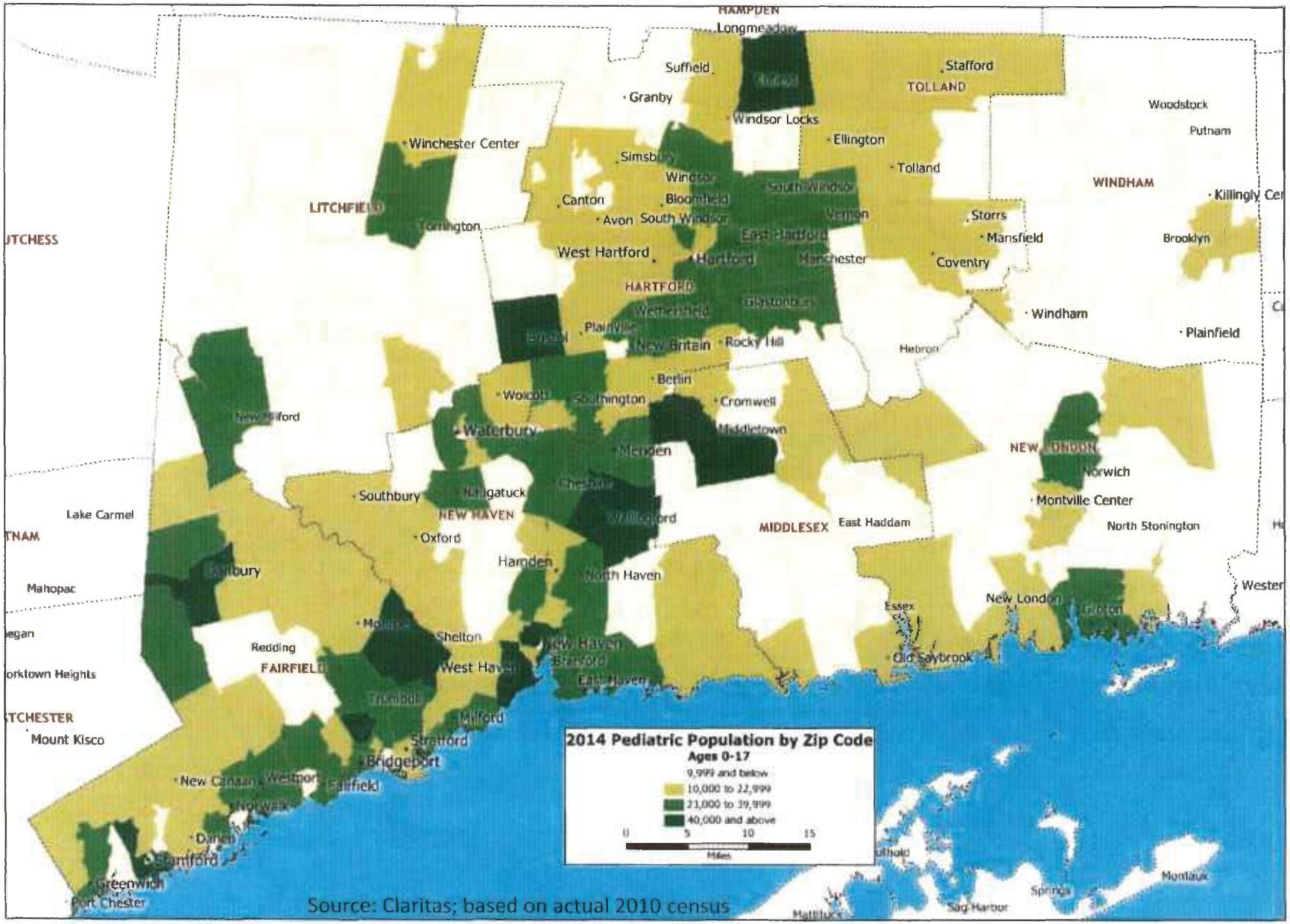
By Patient Origin

COUNTY	GUILFORD TREATMENT CENTER	SMILOW PEDIATRIC TREATMENT CENTER	GUILFORD HEM/ONC	SMILOW HEME/ONC
Fairfield, CT	398	1,423	636	2,538
Litchfield, CT	3	49	18	121
NJ	1	0	0	1
NY	2	15	3	29
Total Outpatient Specialty Center Visits	**404**	**1,487**	**657**	**2,689**
Hartford, CT	10	116	12	171
Middlesex, CT	98	25	145	41
New Haven, CT	643	1,442	996	2,583
New London, CT	360	41	588	146
Tolland, CT	3	0	1	7
Windham, CT	24	0	36	4
MA	1	0	1	2
RI	3	0	5	0
Total Outpatient Specialty Center Visits	**1,142**	**1,624**	**1,784**	**2,954**
All Other	*9*	*10*	18	38
GRAND TOTAL	**1,555**	**3,121**	**2,459**	**5,681**

Source: Arrived Visit Data

EXHIBIT F

Statewide Pediatric Population



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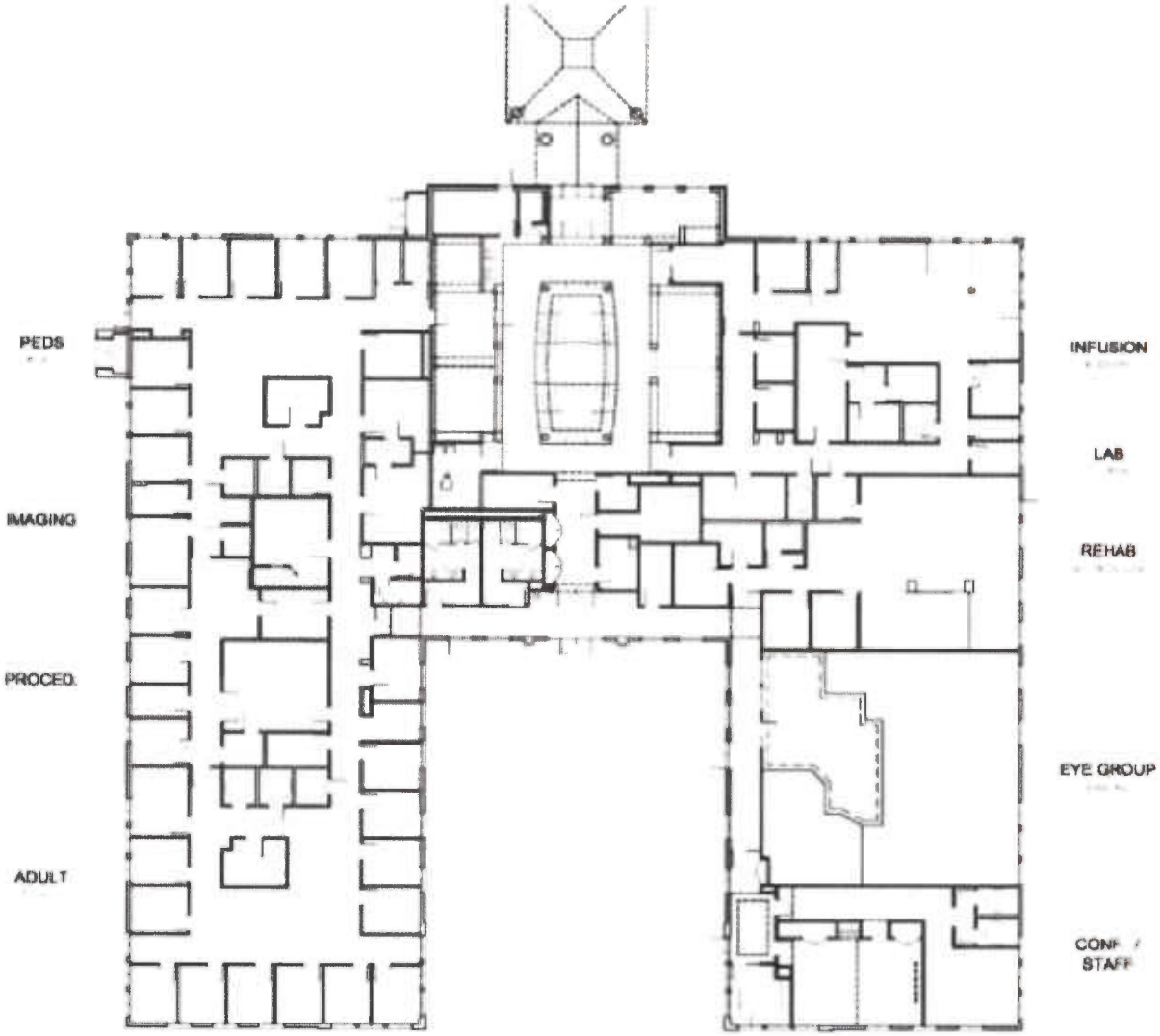
08/07/2014

EXHIBIT G



YNHH - Old Saybrook MOB 29 July 2014 SLAM

EXHIBIT H

Feb 2013 - Jun 2014, 12 unique patients (0.6%) (accounting for 13 visits)

had appointments with more than one specialty on the same day at the Guilford Pediatric Specialty Center

There were 1,871 patients accounting for 4,449 Heme/Onc, Respiratory, GI, Endo visits between Feb 2013 - Jun 2014

Source: Feb '13 - Jun '14 Arrived Patient Visits, Epic Ambulatory Universe

	Feb '13	Mar '13	Apr '13	May '13	Jun '13	Jul '13	Aug '13	Sept '13	Oct '13	Nov '13	Dec '13	Jan '14	Feb '14	Mar '14	Apr '14	May '14	Jun '14
TOTAL Visits = 13	1	0	1	3	1	0	0	0	0	3	2	2	0	0	0	0	0

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August 7, 2014

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HEALTHCARE ACCESS

VIA ELECTRONIC & REGULAR MAIL

Kevin Hansted
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Office of Health Care Access
410 Capitol Avenue
Post Office Box 340308
Hartford, CT 06134-0308

Re: Yale-New Haven Hospital
Discontinuation of Services at Yale-New Haven HospitalPediatric Specialty Center in Guilford
Docket No. 13-31880-CON

Dear Hearing Officer Hansted:

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Very truly yours,

Jennifer Groves Fusco

Enclosures

cc: Nancy Rosenthal (*w/enc.*)
Lynne Sherman (*w/enc.*)

Yale-New Haven Hospital

Discontinuation of Services at Yale-New Haven Hospital
Pediatric Specialty Center at Guilford

Docket Number: 13-31880-CON

Late File Testimony

August 7, 2014

Yale-New Haven Hospital

Certificate of Need Application
Docket Number: 13-31880-CON

Discontinuation of Services at Yale-New Haven Hospital
Pediatric Specialty Center at Guilford

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2. Provide copies of demographic analyses of YNHCH pediatric specialty patients and pediatric patients statewide.

RESPONSE:

Attached as Exhibit E is a chart that shows infusion center and hematology/oncology arrived visit volume for the Guilford PSC and Smilow for January through December of 2013. This data was used by YNHCH to evaluate the feasibility of accommodating Guilford PSC patients at the Trumbull Pediatric Specialty Center ("Trumbull PSC") and Smilow. The upper portion of the chart shows Guilford PSC and Smilow visits for patients who reside in Fairfield County and other areas from which the Trumbull PSC is the most accessible YNHCH infusion/hematology/oncology site. The lower portion of the chart shows Guilford PSC and Smilow visits for patients who reside in New Haven County and other areas from which Smilow is the most accessible YNHCH site for infusion/hematology/oncology.

This chart was used by YNHCH to analyze the ability to accommodate patients between the Trumbull PSC and Smilow after discontinuation of services at the Guilford PSC. For example, it shows that there were 1,142 Guilford PSC infusion center visits for patients who would be served best at Smilow (lower portion of the chart, first column) given where they live (primarily New Haven County). In order for Smilow to accommodate this influx of patients, existing Smilow patients would be accommodated at more convenient locations. The second column on the upper portion of the chart shows that there were 1,487 Smilow infusion center visits for patients who could be better served in Trumbull based on where they live (primarily Fairfield County). So the shift of some of these patients from Smilow to the Trumbull PSC made room at Smilow for Guilford PSC patients from the New Haven area. Similarly, Smilow hematology/oncology patients from Fairfield County and surrounding areas (2,689) were more easily accommodated in Trumbull, making room at Smilow for Guilford PSC hematology/oncology patients from New Haven County and surrounding areas (1,784).

In addition, this chart shows that the proposed shifting of patients between the Guilford PSC, Smilow and the Trumbull PSC would better equalize volume at the different

pediatric specialty sites. The shift in volume described above theoretically results in 5,237 visits at the Trumbull PSC (404 + 1,487 + 657 + 2,689 = 5,237) and 7,504 visits at Smilow (1,142 + 1,624 + 1,784 + 2,954 = 7,504), or a ratio of approximately 41% Trumbull PSC to 59% Smilow. When the Guilford PSC was operational, total visits were 4,014 at Guilford (1,555 + 2,459 = 4,014) versus 8,802 visits at Smilow (3,121 + 5,681 = 8,802), or a ratio of 31% Guilford PSC to 69% Smilow.

A map showing the statewide pediatric population is attached as Exhibit F. This map shows the largest concentration of pediatric patients in southern Connecticut in the greater New Haven area and in Fairfield County. This factored into YNHCH's decision to increase its pediatric specialty presence in Trumbull and to expand the Long Wharf PSC in New Haven. The density of pediatric patients in Middlesex and New London Counties is generally lower than in New Haven and Fairfield Counties. This reinforced the decision to discontinue the Guilford PSC in favor of sites in New Haven and Trumbull, as well as the new Old Saybrook PSC.

3. Provide a copy of the floor plan for the YNHH Old Saybrook facility.

RESPONSE:

A copy of the floor plan for the YNHH Old Saybrook facility is attached as Exhibit G. It includes a dedicated pediatric space, as well as a space for infusions. Infusions services are planned for adults only at this time. However, YNHCH continually evaluates the demand for services and can add pediatric infusion services in Middlesex and/or New London Counties if the need arises.

4. Provide the number of patients who saw more than one specialist on the same day at the Guilford Pediatric Specialty Center, from FY 2011 through May of FY 2014.

RESPONSE:

See Exhibit H attached. These numbers were calculated using YNHH arrived visit data from February 2013 through June 2014. They show that during this time only 12 unique patients, or .6% of the Guilford PSC's total patients, saw more than one specialist on the same day in Guilford. These 12 patients accounted for 13 multispecialty visits.

Data could not be provided prior to February of 2013, when physician office visits at the Guilford PSC became provider-based. The YMG data prior to this date (see Late File #1 above) is aggregate data and does not provide the patient detail required to ascertain whether the same patient saw more than one specialist on the same date. This information would need to be manually processed by the YMG Department of Pediatrics, which would take a significant amount of time and manpower, assuming they would agree to undertake the analysis.

EXHIBIT A

Visits to Pediatric Specialty Center at Guilford	FY2011	FY2012	FY2013a	FY2013b	FY2014
Visits by Service	10/1/2010 (start date) to 9/30/2011 (end date)	10/1/2011 (start date) to 9/30/2012 (end date)	10/1/2012 (start date) to 1/31/2013 (end date)	2/1/2013 (start date) to 9/30/2013 (end date)	10/1/2013 (start date) to 5/31/2014 (end date)
Hematology/Oncology	3,294	3,215	878	1,669	1,503
Cardiology	397	378	132	217	230
Endocrinology	234	297	112	263	223
Gastroenterology	19	49	25	31	22
Respiratory	91	104	47	81	48
TOTAL	4,035	4,043	1,194	2,261	YTD = 2,026 Annualized = 3,039
% change (Annualized)	-	0.20%		-14.54%	-11.79%

SOURCES:

10/1/10 - 1/31/13 YMG Arrived Visit Data

2/1/13 - 5/31/14 Epic Arrived Visit Data

EXHIBIT B

Visits to Pediatric Specialty Center at Long Wharf	FY2011	FY2012	FY2013a	FY2013b	FY2014
Visits by Service	10/1/2010 (start date) to 9/30/2011 (end date)	10/1/2011 (start date) to 9/30/2012 (end date)	10/1/2012 (start date) to 1/31/2013 (end date)	2/1/2013 (start date) to 9/30/2013 (end date)	10/1/2013 (start date) to 5/31/2014 (end date)
Hematology/Oncology	0	0	0	0	0
Cardiology	0	0	0	0	0
Endocrinology	304	329	569	1,051	1,637
Gastroenterology	241	295	102	183	269
Respiratory	441	345	155	348	663
TOTAL	986	969	826	1,582	YTD = 2,569 Annualized = 3,854
% change (Annualized)	-	-1.72%		148.50%	60.05%

SOURCES:

10/1/10 - 1/31/13 YMG Arrived Visit Data

2/1/13 - 5/31/14 Epic Arrived Visit Data

EXHIBIT C

Visits to Pediatric Specialty Center at the Yale New Haven Children's Hospital (WP2)	FY2011	FY2012	FY2013a	FY2013b	FY2014
Visits by Service	10/1/2010 (start date) to 9/30/2011 (end date)	10/1/2011 (start date) to 9/30/2012 (end date)	10/1/2012 (start date) to 1/31/2013 (end date)	2/1/2013 (start date) to 9/30/2013 (end date)	10/1/2013 (start date) to 5/31/2014 (end date)
Hematology/Oncology	96	107	32	63	60
Cardiology	3,215	3,182	1,023	1,993	1,959
Endocrinology	0	612	566	1,042	729
Gastroenterology	1,706	2,098	725	1,537	1,414
Respiratory	1,999	1,535	592	1,138	1,162
TOTAL	7,016	7,534	2,938	5,773	YTD = 5,324 Annualized = 7,986
% change (Annualized)	-	7.38%		15.62%	-8.32%

SOURCES:

10/1/10 - 1/31/13 YMG Arrived Visit Data

2/1/13 - 5/31/14 Epic Arrived Visit Data

EXHIBIT D

Visits to Pediatric Specialty Center at Greenwich	FY2011	FY2012	FY2013	FY2014
Visits by Service	10/1/2010 (start date) to 9/30/2011 (end date)	10/1/2011 (start date) to 9/30/2012 (end date)	10/1/2013 (start date) to 9/30/2013 (end date)	10/1/2013 (start date) to 5/31/2014 (end date)
Hematology/Oncology	0	0	0	0
Cardiology	0	0	0	0
Endocrinology	0	54	261	168
Gastroenterology	0	80	1,334	1,026
Respiratory	0	0	116	144
TOTAL	0	134	1,711	YTD = 1,338 Annualized = 2,007
% change (Annualized)	-	n/a	1176.87%	17.30%

SOURCES:

10/1/10 - 1/31/13 YMG Arrived Visit Data

2/1/13 - 5/31/14 Epic Arrived Visit Data

EXHIBIT E

January - December 2013 Heme/Onc Specialty and Treatment Center Visits

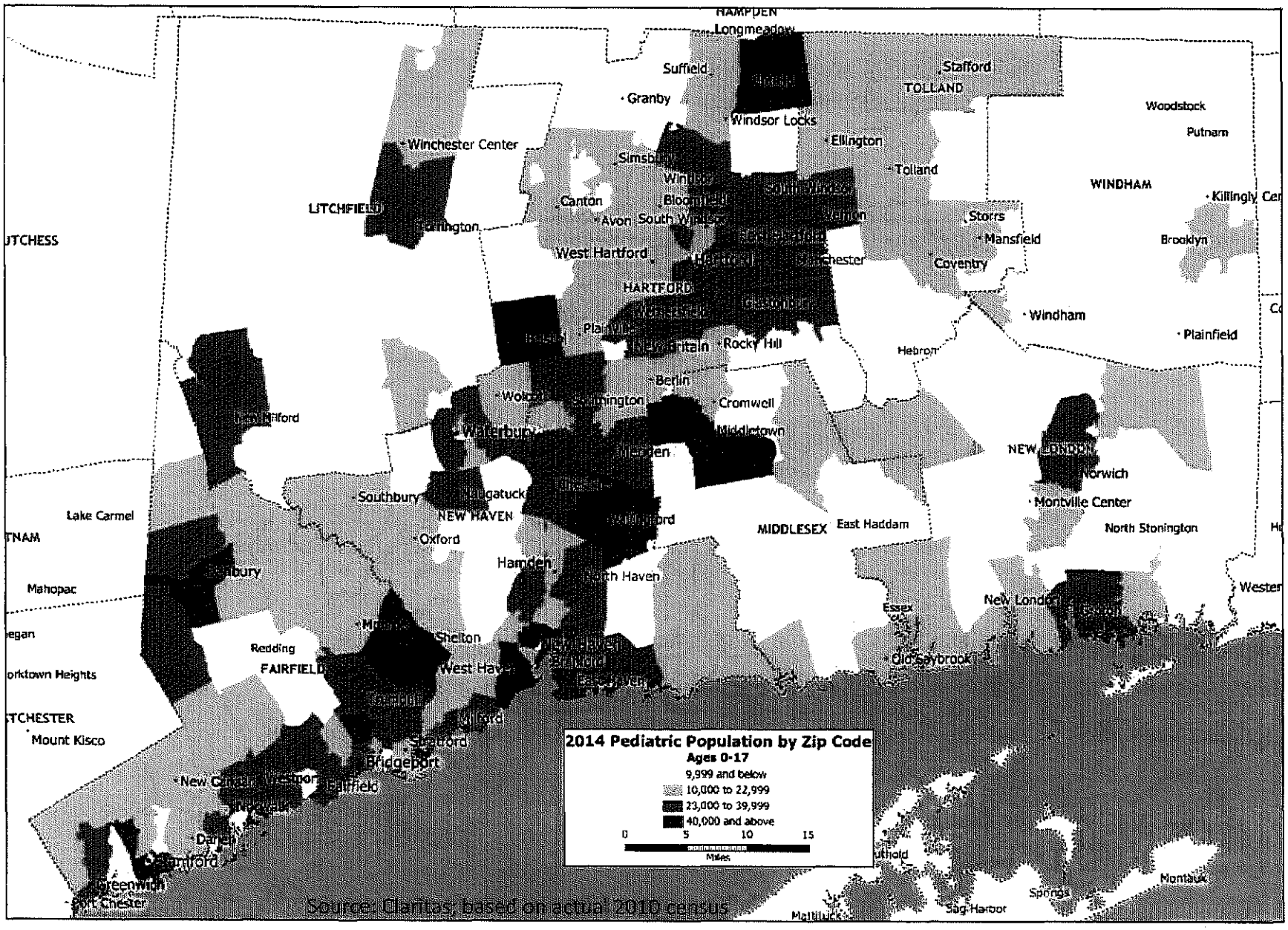
By Patient Origin

COUNTY	GUILFORD TREATMENT CENTER	SMILOW PEDIATRIC TREATMENT CENTER	GUILFORD HEM/ONC	SMILOW HEME/ONC
Fairfield, CT	398	1,423	636	2,538
Litchfield, CT	3	49	18	121
NJ	1	0	0	1
NY	2	15	3	29
Total Outpatient Specialty Center Visits	**404**	**1,487**	**657**	**2,689**
Hartford, CT	10	116	12	171
Middlesex, CT	98	25	145	41
New Haven, CT	643	1,442	996	2,583
New London, CT	360	41	588	146
Tolland, CT	3	0	1	7
Windham, CT	24	0	36	4
MA	1	0	1	2
RI	3	0	5	0
Total Outpatient Specialty Center Visits	**1,142**	**1,624**	**1,784**	**2,954**
All Other	*9*	*10*	18	38
GRAND TOTAL	**1,555**	**3,121**	**2,459**	**5,681**

Source: Arrived Visit Data

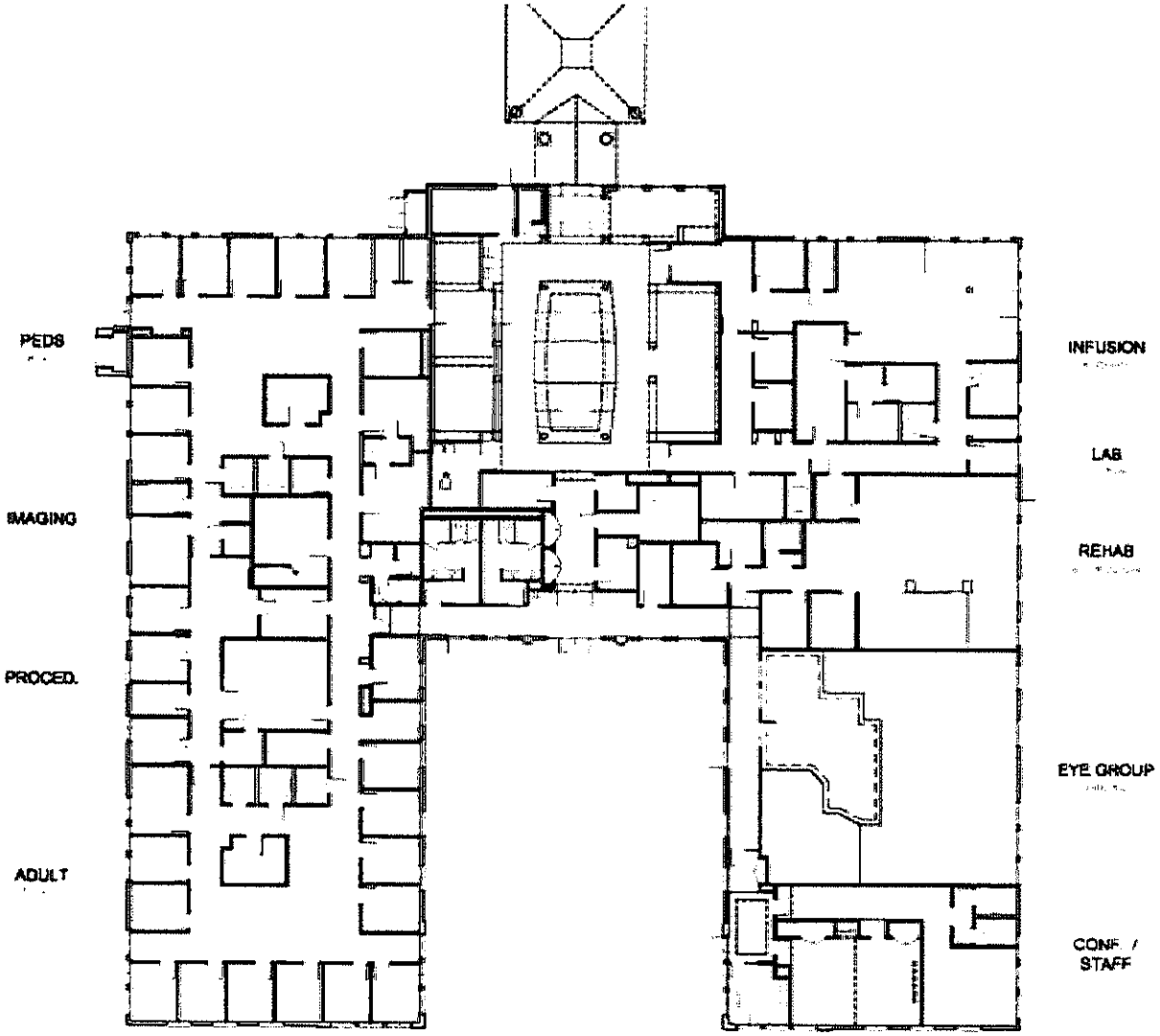
EXHIBIT F

Statewide Pediatric Population



YNHH000322
08/07/2014

EXHIBIT G



YNHH - Old Saybrook MOB

29 July 2014

SLAM

EXHIBIT H

Feb 2013 - Jun 2014, 12 unique patients (0.6%) (accounting for 13 visits)
had appointments with more than one specialty on the same day at the Guilford Pediatric Specialty Center

There were 1,871 patients accounting for 4,449 Heme/Onc, Respiratory, GI, Endo visits between Feb 2013 - Jun 2014
Source: Feb '13 - Jun '14 Arrived Patient Visits, Epic Ambulatory Universe

	Feb '13	Mar '13	Apr '13	May '13	Jun '13	Jul '13	Aug '13	Sept '13	Oct '13	Nov '13	Dec '13	Jan '14	Feb '14	Mar '14	Apr '14	May '14	Jun '14
TOTAL Visits = 13	1	0	1	3	1	0	0	0	0	3	2	2	0	0	0	0	0

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Office of Health Care Access

August 12, 2014

Via Fax Only

Jennifer G. Fusco, Esq.
Updike, Kelly & Spellacy, P.C.
One Century Tower
265 Church Street
New Haven, CT 06510

RE: Certificate of Need Application, Docket Number 13-31880-CON
Yale-New Haven Hospital
Discontinuation of Services at Yale-New Haven Hospital Pediatric Specialty Center at Guilford
Closure of Public Hearing

Dear Attorney Fusco:

Please be advised, by way of this letter, the public hearing held on July 24, 2014, in the above referenced matter is hereby closed as of August 8, 2014. OHCA will receive no additional public comments or filings.

If you have any questions regarding this matter, please feel free to contact Paolo Fiducia at (860) 418-7035.

Sincerely,

Kevin T. Hansted
Hearing Officer

KTH:pf

* * * COMMUNICATION RESULT REPORT (AUG. 12. 2014 8:44AM) * * *

FAX HEADER:

TRANSMITTED/STORED : AUG. 12. 2014 8:43AM

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REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-2) BUSY
E-3) NO ANSWER
E-4) NO FACSIMILE CONNECTION

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF HEALTH CARE ACCESS

FAX SHEET

TO: JENNIFER G. FUSCO, ESQ.

FAX: 12037722037

AGENCY: UPDIKE, KELLY & SPELLACY, P.C.

FROM: PAOLO FIDUCIA

DATE: 08/12/2014 **Time:** 8:45 am

NUMBER OF PAGES: 2
(including transmittal sheet

Comments:
13-31880-
CON Closure
of Public
Hearing

PLEASE PHONE IF THERE ARE ANY TRANSMISSION PROBLEMS.

Phone: (860) 418-7001 ***Fax: (860) 418-7053***

410 Capitol Ave., MS#13HCA
P.O.Box 340308
Hartford, CT 06134

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Office of Health Care Access

September 24, 2014

IN THE MATTER OF:

An Application for a Certificate of Need filed Pursuant to Section 19a-638, C.G.S. by:	Notice of Final Decision Office of Health Care Access Docket Number: 13-31880-CON
Yale-New HavenHospital	**Termination of Services at the Yale-New Haven Hospital Pediatric Specialty Center in Guilford**

To: Nancy Rosenthal
Sr. Vice President-Health Systems Development
Yale-New Haven Hospital
20 York Street
New Haven, CT 06510

Dear Ms. Rosenthal:

This letter will serve as notice of the approved Certificate of Need Application in the above-referenced matter. On September 24, 2014, the Agreed Settlement, attached hereto, was adopted and issued as an Order by the Department of Public Health, Office of Health Care Access.

Kimberly R. Martone
Director of Operations

Enclosure
KRM:lkg

Department of Public Health
Office of Health Care Access
Certificate of Need Application

Agreed Settlement

Applicants: **Yale-New Haven Hospital**
20 York Street, New Haven, CT 06510

Docket Number: **13-31880-CON**

Project Title: **Termination of Services at the Yale-New Haven Hospital Pediatric Specialty Center at Guilford**

Project Description: Yale-New Haven Hospital ("YNHH" or "Applicant") seeks authorization to terminate services at YNHH's Pediatric Specialty Center at 405 Church Street, Guilford, Connecticut, with no associated capital expenditure.

Procedural History: The Applicant published notice of its intent to file the Certificate of Need ("CON") application in the *New Haven Register* on September 30, October 1 and 2, 2013. On December 20, 2013, the Office of Health Care Access ("OHCA") received the initial CON application from the Applicant for the above-referenced project. The application was deemed complete on April 16, 2014.

On July 9, 2014, the Applicant was notified of the date, time and place of the public hearing. On July 10, 2014, a notice to the public announcing the hearing was published in the *New Haven Register*. Thereafter, pursuant to Connecticut General Statues ("Conn. Gen. Stat.") § 19a-639a, a public hearing regarding the CON application was held on July 24, 2014.

Commissioner Jewel Mullen designated Attorney Kevin T. Hansted as the hearing officer in this matter. 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. The public hearing record was closed on August 12, 2014. Deputy Commissioner Davis considered the entire record in this matter.

Findings of Fact and Conclusions of Law

To the extent the findings of fact actually represent conclusions of law, they should be so considered, and vice versa. *SAS Inst., Inc., v. S & H Computer Systems, Inc.*, 605 F.Supp. 816 (Md. Tenn. 1985).

1. The Applicant is a 1,541-bed (including bassinets) teaching hospital with two integrated campuses in New Haven and a pediatric campus in Bridgeport, Connecticut. Ex. A, p. 16.

2. YNHH includes the Yale-New Haven Children's Hospital, the Smilow Cancer Hospital, the Yale-New Haven Psychiatric Hospital, and is the Yale School of Medicine's primary teaching hospital. YNHH provides primary, secondary, tertiary and many quaternary acute care services. Ex. A, p. 16.

3. The Yale-New Haven Children's Hospital ("YNHCH") opened in 1993. It offers inpatient, outpatient, emergency, primary and preventive care, and features a dedicated pediatric emergency department, operating rooms, a diagnostic imaging suite, a neonatal intensive care unit and maternity services. Ex. A, p. 16.

4. At the time this CON application was filed, YNHCH offered outpatient pediatric specialty care (e.g., physician office visits, laboratory, routine imaging, etc.) at the following Pediatric Specialty Centers:

   Its main location:
   - One Park Street, New Haven

   and four offsite locations:
   - One Long Wharf, New Haven;
   - 405 Church Street, Guilford;
   - 5 Perryridge Road, Greenwich; and
   - 747 Belden Avenue, Norwalk.

   Ex. A, pp. 6, 52, 57, 197.

5. An additional site offering pediatric services opened at 5520 Park Avenue, Trumbull in 2014. YNHH will be opening another site in Old Saybrook in January 2015, at which certain pediatric services will be offered. Ex. A, pp. 16, 125; Transcript of July 24, 2014 Public Hearing Testimony ("Tr. Testimony") of Lynn Sherman, Director of Pediatric Specialty Centers, Yale-New Haven Hospital; Ex. K, p. 10.

6. Each Pediatric Specialty Center is staffed by a multidisciplinary team of health professionals that includes physicians from the Yale Medical Group ("YMG") who are also attending physicians at YNHCH. The YMG physicians provide specialty care at each of the Pediatric Specialty Centers. The specialty services offered at the Pediatric Specialty Centers vary by location. The following table identifies the services offered at each location.

TABLE 1
PEDIATRIC SPECIALTY CENTER SERVICES BY LOCATION
Notes: ♦ Establishment of services are in development.

Pediatric Service	Guil-ford	Long Wharf	YNHCH (WP2)	Smilow 7	Nor-walk	Green-wich	Trum-bull	Old Say-brook
Adolescent Comprehensive Care		●			●			
Adoption		●						
Allergy Immunology		●						♦
Cardiology	●	●	●		●		●	♦
Cardiothoracic Surgery			●					
Craniofacial Surgery		●			●			
Development/ Behavioral		●						
Endocrinology	●	●			●	●	●	♦
Ear, Nose and Throat			●					
Genetics		●	●					
Gastroenterology	●	●	●		●	●	●	♦
Hematology	●		●	●	●		●	
Oncology	●			●			●	
Infectious Disease			●					
Nephrology		●	●		●		●	
Infusion Center	●	●	●	●			●	
Neurology		●	●		●			
Neurosurgery		●	●	●				
Ophthalmology								
Orthopedics		●			●	●		♦
Pediatric Surgery		●	●		●		●	♦
Respiratory	●	●	●			●	●	♦
Rheumatology		●	●					
Urology		●	●		●			♦

YNHCH provides non-oncological infusion.
Ex. A, pp. 16, 17; Tr. Testimony of Ms. Sherman, p. 13.

7. The Pediatric Specialty Center at Guilford ("Guilford Center") offered outpatient pediatric chemotherapy infusion services and physician office visits in the specialties of hematology/ oncology, cardiology, endocrinology, respiratory and gastroenterology. Ex. A, p. 17.

8. YNHH proposes to terminate services at the Guilford Center due to declining volumes, space limitations and the expiration of its lease term. Ex. A, p. 18.

9. YNHH began providing infusion services at the Guilford Center in May 2010 and, up until February 2013, YNHH was the responsible provider. In February 2013, YNHH converted the specialty physician services to a provider-based department of YNHH. At that time, billing for the physician visits and infusion visits were no longer done separately. The following

table reports the number of infusion visits to the Guilford Center as determined by the Applicant for Fiscal Years 2010 to 2013.

TABLE 2
INFUSION VISITS TO THE YNHH PEDIATRIC SPECIALTY CENTER AT GUILFORD

Fiscal Year*	Number of Visits Reported	Number of Visits Annualized
2010	828**	1,987
2011	1,961	1,961
2012	1,966	1,966
2013	631	1,515***
2014	****	****

* October 1 to September 30.
** Based on start of services May 2010.
*** Number based on 631 infusion visits from Oct 2012 to Feb 2013.
**** From Oct 2013 to Jan 2014 there were 749 physician visits for hematology/oncology related services. The number of infusion visits and the annualized number of infusion visits cannot be determined as they are included with the counts of the medical visits.
Ex. A, p. 24; Ex. C, p. 120.

10. The decrease from FY 2012 to FY 2013 is attributed to patient preference for state-of-the-art services at alternative sites where advanced diagnostic imaging and other support services are provided in one coordinated visit. Ex. A, p. 24.

11. The following tables report the number of visits[1] to the identified Pediatric Specialty Center based on information provided by the YMG and YNHH. The Guilford Center's hematology/oncology visits declined by 32% between FY 2011 and FY 2014 and overall specialty center visits declined by over 23%.

TABLE 3a
VISITS[1] TO THE GUILFORD PEDIATRIC SPECIALTY CENTER

Visits by Service	FY2011	FY2012	FY2013*	FY 2014**	% Change from FY2011 to FY 2014
Hematology/Oncology	3,294	3,215	2,547	2,254	-32%
Cardiology	397	378	349	345	-13%
Endocrinology	234	297	375	335	43%
Gastroenterology	19	49	56	33	74%
Respiratory	91	104	128	72	-21%
TOTAL	**4,035**	**4,043**	**3,455**	**3,093**	-23%
% change from previous year	-	-0.02%	-14.5%	-10.5%	

* Sources: YMG Visit Data and YNHH Visit Data.
**Annualized number based on first 8 months of fiscal year.
Ex. L, pp. 308, 309, 312.

[1] Each service provided to a patient counts as a visit. For example, a blood draw, medical visit and infusion equals 3 visits.

TABLE 3b
VISITS TO THE LONG WHARF PEDIATRIC SPECIALTY CENTER

Visits by Service	FY2011	FY2012	FY2013*	FY 2014**	% Change from FY2011 to FY 2014
Hematology/Oncology	0	0	0	0	0%
Cardiology	0	0	0	0	0%
Endocrinology	304	329	1,620	2,455	708%
Gastroenterology	241	295	285	404	68%
Respiratory	441	345	503	995	126%
TOTAL	**986**	**969**	**2,408**	**3,854**	291%
% change from previous year		-1.72%	144%	60.0%	

* Sources: YMG Visit Data and YNHH Visit Data.
**Annualized number based on first 8 months of fiscal year.
Ex. L, p. 314.

TABLE 3c
VISITS TO THE YALE-NEW HAVEN CHILDREN'S HOSPITAL'S PEDIATRIC SPECIALTY CENTER

Visits by Service	FY2011	FY2012	FY2013*	FY 2014**	% Change from FY2011 to FY 2014
Hematology/Oncology	96	107	95	60	-37%
Cardiology	3,215	3,182	3,016	1,959	-39%
Endocrinology	0	612	1,608	729	-
Gastroenterology	1,706	2,098	2,262	1,414	-17%
Respiratory	1,999	1,535	1,730	1,162	-42%
TOTAL	**7,016**	**7,534**	**8,711**	**7,986**	14%
% change from previous year		7.4%	15.6%	-8.3%	

* Sources: YMG Visit Data and YNHH Visit Data.
**Annualized number based on first 8 months of fiscal year.
Ex. L, p. 316.

TABLE 3d:
VISITS TO THE SMILOW CANCER CENTER

Visits by Service	FY2011	FY2012	FY2013	FY 2014*	% Change from FY2011 to FY 2014
Hematology/Oncology Related Infusions	2,298	1,874	2,080	1,534	-33%
Hematology/Oncology	3,994	4,198	4,031	2,414	-40%
Cardiology	0	0	0	0	-
Endocrinology	0	0	0	0	-
Gastroenterology	0	0	0	0	-
Respiratory	0	0	0	0	-
TOTAL	**6,292**	**6,072**	**6,111**	**5,922**	-5.9%
% change from previous year		-3.5%	0.64%	-3.1%	

*Annualized number based on first 8 months of fiscal year.
Ex. I, p. 247.

TABLE 3e
VISITS TO THE NORWALK PEDIATRIC SPECIALTY CENTER*

Visits by Service	FY2012**	FY2013	FY 2014***	% Change from FY2012 to FY 2014
Hematology/Oncology	8	56	114	1325%
Cardiology	64	137	113	77%
Endocrinology	232	645	430	85%
Gastroenterology	260	321	826	218%
Respiratory	0	52	173	-
TOTAL	**564**	**1,211**	**1,656**	194%
% change from previous year		115%	30%	

* Opened in July 2012.
** Annualized number based on last 3 months of fiscal year.
*** Annualized number based on first 8 months of fiscal year.
Ex. I, p. 255.

TABLE 3f
VISITS TO THE GREENWICH PEDIATRIC SPECIALTY CENTER

Visits by Service	FY2012	FY2013*	FY 2014**	% Change from FY2012 to FY 2014
Hematology/Oncology	0	0	0	
Cardiology	0	0	0	-
Endocrinology	54	261	252	-
Gastroenterology	80	1,334	1,539	367%
Respiratory	0	116	216	1,824%
TOTAL	**134**	**1,711**	**2,007**	-
% change from previous year	-	1,177%	17.3%	1,398%

* Sources: YMG Visit Data and YNHH Visit Data.
**Annualized number based on first 8 months of fiscal year.
Ex. L, p. 318.

12. The increase in the number of visits to One Long Wharf (Table 3b) is attributed to its state-of-the-art facilities. The infusion and medical office space supports the privacy needs of patients and is more spacious and sensitive to a child's and his or her family's needs compared to the Guilford Center. Ex. A, p. 19; Ex. C, pp. 200, 202.

13. The Guilford Center is within the YNHH service area, which includes Ansonia, Bethany, Branford, Cheshire, Clinton, Deep River, Derby, East Haven, Essex, Guilford, Hamden, Killingworth, Madison, Meriden, Milford, New Haven, North Branford, North Haven, Old Saybrook, Orange, Oxford, Seymour, Wallingford, Westbrook, West Haven and Woodbridge. Ex. A, p. 18.

14. The Applicant reports the following number of visits at the Guilford Center in FY 2013 for the towns in the service area:

TABLE 4
VISITS AT THE GUILFORD CENTER IN FY 2013 BY TOWN*

Town	Visits	Town	Visits	Town	Visits	Town	Visits
Ansonia	19	Fairfield	64	New Canaan	26	Stonington	19
Branford	83	Greenwich	31	New Haven	46	Stratford	24
Bridgeport	100	Griswold	69	New London	58	Trumbull	33
Brooklyn	20	Groton	74	North Branford	58	Wallingford	49
Cheshire	24	Guilford	135	North Haven	77	Waterbury	27
Clinton	77	Hamden	140	Norwalk	58	Waterford	16
Colchester	34	Ledyard	45	Norwich	57	West Haven	56
Danbury	15	Madison	96	Old Lyme	89	Weston	19
Darien	33	Meriden	22	Old Saybrook	19	Westport	53
Derby	28	Milford	78	Orange	17	Wilton	29
East Haven	147	Monroe	35	Seymour	24	All Other Towns	227
East Lyme	85	Montville	20	Stamford	67	Out-of-State	44
						Total Visits*	**2,622**

* There were no reported visits for Bethany, West Haven and Woodbridge.

Ex. A, p. 23.

15. Visits from patients residing in New Haven or Fairfield counties made up 68% (1,160 + 628/2,622) and patients residing in New London county made up 22% (585/2,622) of the total visits to the Guilford Center in FY 2013. Ex. A, p. 23.

16. The Guilford Center does not have the space to provide advanced imaging, complex diagnostic testing and other complementary support services. Patients in need of more complex care, such as MRI or another specialist, may be required to make a second trip to a different location. Ex. A, p. 19.

17. The Guilford Center does not have the space needed to accommodate a family during a treatment session and does not offer privacy during infusion treatments. Ex. A, p. 19; Ex. C, p. 122.

18. The Guilford Center does not have adequate space allocation for patient intake areas to complete pre-work, such as height, weight and vitals as well as other monitoring. There is inadequate physical privacy in the infusion space to provide treatment or have private conversations with a parent. Transcript of July 24, 2014 Public Hearing Testimony ("Tr. Testimony") of Lynn Sherman, Director of Pediatric Specialty Centers, Yale-New Haven Hospital;, Ex. K, pp. 15, 16.

19. Renovation at the Guilford Center is not a cost-effective option given the limitations of the physical space. Ex. A, p. 19.

20. The lease for the Guilford Center expired on June 30, 2014. Ex. A, p. 17; Ex. I, p. 304.

21. Patients that had previously utilized the Guilford Center have access to services at YNHH, the Long Wharf facility or the new Trumbull facility. Ex. A, p. 20.

22. The newest Pediatric Specialty Center in Old Saybrook will provide New London County patients with additional options for access to specialties. This new center will have allergy immunology, cardiology, endocrinology, gastroenterology, orthopedics, pediatric surgery, respiratory and urology specialties. Infusion and oncology are not currently included in the planning because a market analysis determined most infusion and oncology patients were from western Connecticut. Tr. Testimony of Ms. Sherman; Ex. K, pp. 10, 11, 13.

23. The specialists that cared for patients at the Guilford Center will continue to treat the same patients at other YNHH locations, thereby providing continuity of care. Ex. A, p. 20.

24. YNHH's Pediatric Specialty Centers all have one centralized phone number and call center that patients can access to schedule appointments at any of the various locations. Ex. A, p. 23.

25. All patients that were receiving active treatment at the Guilford Center have been transitioned to an existing Pediatric Specialty Center. The hematology/oncology patients are being treated at either YNHCH or Trumbull. Tr. Testimony of Ms. Sherman, p. 10.

26. YNHH projects that revenues will not change due to the closure of the Guilford Center because the Applicant will provide services to the patients at alternate locations. The incremental or additional cost of providing these services at the Guilford Center is less at the New Haven and Trumbull sites. Ex. A, p. 28.

27. The Applicant projects that the proposal will result in the following gain from operations:

TABLE 5
PROJECTED INCREMENTAL REVENUES AND EXPENSES

	Fiscal Year		
	2014	**2015**	**2016**
Revenue from Operations	$ 0	$ 0	$ 0
Total Operating Expenses*	(104,000)	(207,000)	(207,000)
Gain from Operations	$ 104,000	$ 207,000	$ 207,000

* Operating expenses represent the savings from lease payments and professional and contracted services.
Ex. A, p. 111.

28. The Guilford Center's historical and current payer mix is as follows:

TABLE 6
GUILFORD CENTER'S HISTORICAL AND CURRENT PAYER MIX

Payer	Fiscal Year		
	2012	2013	2014
Medicare	0%	0%	0%
Medicaid	18%	24%	28%
CHAMPUS &TriCare	3%	4%	4%
Total Government	**21%**	**28%**	**32%**
Commercial Insurers*	79%	71%	68%
Uninsured	0%	0%	0%
Other	0%	1%	0%
Total Non-Government	**79%**	**72%**	**68%**
Total Payer Mix	**100%**	**100%**	**100%**

Ex. C, p. 121.

29. YNHH provides comprehensive health care services to pediatric patients with Medicaid and other forms of insurance, as well as those without insurance. This practice will continue and will not be impacted by this proposal. Ex. A, p. 22; Ex. C, p. 123.

30. Patients with Medicaid that have been seen in Guilford were from New Haven and points west. Access for these patients will be enhanced by transitioning them to one of the other sites. Tr. Testimony of Ms. Sherman, p. 11.

31. There will be no change to the provision of services for Medicaid recipients. The same services will continue to be provided at multiple locations including: the YNHCH, the Pediatric Specialty Center at One Long Wharf, and the Smilow Cancer Hospital in New Haven. Ex. C. p. 121.

32. All patients, including Medicaid patients, will have access to cost-effective coordinated care with a multispecialty team of physicians and access to advanced diagnostic services, thus reducing the need and associated costs of multiple follow-up visits at a different location. Ex. C, p. 122.

33. 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))

34. This CON application is consistent with the overall goals of the Statewide Health Care Facilities and Service Plan. (Conn. Gen. Stat. § 19a-639(a)(2))

35. The Applicant has established that there is a clear public need for its proposal. (Conn. Gen. Stat. § 19a-639(a)(3))

36. The Applicant has demonstrated that the proposal is financially feasible. (Conn. Gen. Stat. § 19a-639(a)(4))

37. The Applicant has satisfactorily demonstrated that quality and access to services in the region will be maintained for all relevant patient populations and has satisfactorily demonstrated a potential improvement in cost effectiveness. (Conn. Gen. Stat.§ 19a-639(a)(5))

38. The Applicant has shown that there would be no adverse change to the provision of health care services to the relevant populations and payer mix. (Conn. Gen. Stat. § 19a-639(a)(6))

39. The Applicant has satisfactorily identified the population to be affected by this proposal. (Conn. Gen. Stat. § 19a-639(a)(7))

40. The declining historical visits in the service area support this proposal. (Conn. Gen. Stat. § 19a-639(a)(8))

41. The Applicant has 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))

42. The Applicant has demonstrated that there will be no reduction in access to services by Medicaid recipients or indigent persons. (Conn. Gen. Stat. § 19a-639(a)(10))

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 Conn. Gen. Stat. § 19a-639(a). The Applicant bears the burden of proof in this matter by a preponderance of the evidence. *Jones v. Connecticut Medical Examining Board, 309 Conn. 727 (2013).*

The Applicant is an acute-care teaching hospital located in New Haven, Connecticut. *FF1* YNHH includes the Yale-New Haven Children's Hospital ("YNHCH"), the Smilow Cancer Hospital and the Yale-New Haven Psychiatric Hospital. *FF2* YNHCH offers inpatient, outpatient, emergency, primary and preventive care and features a dedicated pediatric emergency department, operating rooms, a diagnostic imaging suite, neonatal intensive care unit and maternity services. *FF3* YNHCH currently offers outpatient pediatric specialty care in New Haven at YNHH and at One Long Wharf. YNHCH also provides such services in Guilford, Greenwich, Norwalk and Trumbull. *FF4-5* Each of YNHCH's Pediatric Specialty Centers is staffed by a multidisciplinary team of health professions. The services offered at each center vary by location. *FF6*

Up until June 30, 2014, the Pediatric Specialty Center at Guilford ("Guilford Center") provided outpatient pediatric chemotherapy infusion services and physician office visits in the specialties of hematology/oncology, cardiology, endocrinology, respiratory and gastroenterology. *FF7,20* The Applicant's request to terminate services at the Guilford Center is in response to space limitations and declining volumes. *FF8* Notably, from FY2012 to FY2013 the number of chemotherapy infusion visits dropped from 1,961 visits to 1,515. *FF9* The decrease in demand is attributed to patient preference for the state-of-the-art facilities and coordinated care that is available at the other YNHCH locations, but not at the Guilford Center. *FF10* The Guilford Center does not have the space needed to provide coordinated care. Specifically, the space to provide advanced imaging, complex diagnostic testing and other complementary support services is lacking. Patients in need of more complex care, such as MRI or another specialist, may be required to make a second trip to a different location. Nor does the Guilford Center have the space needed to accommodate a family during a treatment session or provide a private area during infusion treatments. There is inadequate physical privacy in the infusion space to provide treatment or have private conversations with a parent. *FF16-19* Renovation of the Guilford Center is not a cost-effective option given the inability to expand the physical space. *FF16,18* Conversely, the Applicant's sites in New Haven and Fairfield counties provide space for families and privacy during treatments as well as advanced imaging, complex diagnostic testing and other complementary support services. *FF15, 16* Patients that have utilized the Guilford Center will have access to services at YNHH, the Long Wharf facility or the new Trumbull facility. *FF20* Additionally, the same specialists that care for patients in Guilford will continue to treat the same patients at other YNHH locations, providing continuity of care. *FF 21*

With respect to reimbursement, YNHH provides comprehensive health care services to pediatric patients with Medicaid and other forms of insurance, as well as those without insurance. *FF28* The Applicant's proposal will not change this practice. All patients, including Medicaid patients, will have access to coordinated pediatric specialty services. *FF 27-29* For the convenience of the patients, YNHH's Pediatric Specialty Centers all have one centralized phone number and call

center that can be accessed to schedule appointments at any of the various locations. *FF 23* YNHH will ensure that patients are made aware that services at the Guilford Center have been discontinued and provide information regarding alternate locations where patients can receive similar services. Additionally, staff will assist patients in scheduling appointments and arrange for transportation when required. *Ex. A, p. 23.* The Applicant has provided evidence that there are more comprehensive services offered at other YNHH sites. Based upon the foregoing, with the exception of New London County residents, the Applicant has satisfactorily demonstrated that access to pediatric specialty services will be maintained for the relevant patient population in the Applicant's service area, including Medicaid patients. In order to address this deficiency, the attached Order provides for the provision of pediatric hematology and oncology infusion services at the Old Saybrook Pediatric Specialty Center.

The Applicant's revenue will not change due to the closure of the Guilford Center because YNHH will provide services to the patients at alternate locations. The Applicant projects that the proposal will result in operating gains of $104,000, $207,000 and $207,000 in FY 2014, 2015 and 2016, respectively, through savings from salaries, contracted services and lease payments. *FF27* Therefore, the Applicant has sufficiently demonstrated that its proposal is financially feasible.

One of the overarching goals of the Statewide Health Care Facilities and Services Plan is the use of health care facility resources in an efficient, cost-effective manner while maintaining or improving patients' access to quality health care services. This proposal will allow for comprehensive pediatric specialty services to be provided in a more cost-effective and efficient setting by reducing the possibility of the need to make a second appointment at a different location for additional services required. *FF16,34* YNHH will provide the same services to the same patients with the same affiliated physicians, providing continuity of care. *FF21.* The result of the proposal will be coordinated and patient-centered specialty care in a more cost-effective and efficient manner. Thus, the Applicant has sufficiently demonstrated a clear public need for this proposal.

Order

NOW, THEREFORE, the Department of Public Health, Office of Health Care Access ("OHCA") and Yale-New Haven Hospital ("YNHH") hereby stipulate and agree to the terms of settlement with respect to the termination of services at YNHH's Pediatric Specialty Center at 405 Church Street, Guilford, as follows:

1. YNHH's request to terminate services at the Yale-New Haven Hospital Pediatric Specialty Center at Guilford, located at 405 Church Street, Guilford, is **approved.**

2. YNHH shall release a one-time notification to patients of the Guilford Pediatric Specialty Center seen in the last year that clearly identifies alternate locations where patients can receive the same services. Such notification shall be mailed to the patient's address and shall include the alternative locations' name, address and main phone number. A copy of such notification shall be filed with OHCA not later than ten (10) business days from the execution of this Agreed Settlement.

3. YNHH shall assist former Guilford Pediatric Specialty Center patients in scheduling appointments for the appropriate services and will assist with the arrangement for transportation when required.

4. YNHH shall file with OHCA, on an annual basis for a period of no less than three (3) years, data regarding the number of pediatric hematology/oncology infusion patients and visits at YNHCH PSC locations in New Haven and Trumbull that originate from New London County. Representatives of YNHH and OHCA will meet as necessary to discuss the status of these services and the need to establish them at the Old Saybrook PSC.

5. This Agreed Settlement is an order of OHCA with all rights and obligations attendant thereto, and OHCA may enforce this Agreed Settlement under the provisions of Conn. Gen. Stat. §§ 19a-642 and 19a-653 with all fees and costs of such enforcement being the responsibility of YNHH.

6. OHCA and YNHH agree that this Agreed Settlement represents a final agreement between OHCA and all parties with respect to this Application. The signing of this Agreed Settlement resolves all objections, claims and disputes that may have been raised by the Applicant with regard to Docket Number: 13-31880-CON.

7. This Agreed Settlement shall be binding upon YNHH and its successors and assigns.

Signed by Nancy Rosenthal, Vice President
(Print name) (Title)

9/24/2014
Date

Duly Authorized Agent for
Yale-New Haven Hospital

The above Agreed Settlement is hereby accepted and so ordered by the Department of Public Health Office of Health Care Access on September 24, 2014.

9/24/14
Date:

Lisa A. Davis, MBA, BS, RN
Deputy Commissioner

* * * COMMUNICATION RESULT REPORT (SEP. 24. 2014 2:41PM) * * *

FAX HEADER:

TRANSMITTED/STORED : SEP. 24. 2014 2:39PM

FILE	MODE	OPTION	ADDRESS	RESULT	PAGE
642	MEMORY TX		912038634736	OK	16/16

REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-2) BUSY
E-3) NO ANSWER
E-4) NO FACSIMILE CONNECTION

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF HEALTH CARE ACCESS

FAX SHEET

TO: Nancy Rosenthal, Sr. Vice President, Health Sysems Development

FAX: (203) 863-4736

AGENCY: Yale-New Haven Hospital

FROM: Laurie Greci

DATE: 9/23/2014

NUMBER OF PAGES: 16
(including transmittal sheet

Comments:

RE: Certificate of Need Application, Docket Number 13-31880-CON
Yale-New Haven Hospital's prosposal to terminate the Pediatric Specialty Center in Guilford

PLEASE PHONE IF THERE ARE ANY TRANSMISSION PROBLEMS.

Phone: (860) 418-7001 Fax: (860) 418-7053
410 Capitol Ave., MS#13HCA
P.O.Box 340308Hartford, CT 06134

Greer, Leslie

From: Martone, Kim
Sent: Wednesday, October 08, 2014 12:23 PM
To: Roberts, Karen; Huber, Jack
Cc: Greer, Leslie
Subject: FW: Letter to users of the Guilford Pediatric Specialty Center in the past year
Attachments: 20141008091655852.pdf

[mailto:Nancy.Rosenthal@greenwichhospital.org]
nesday, October 08, 2014 11:53 AM
ne, Kim
. Letter to users of the Guilford Pediatric Specialty Center in the past year

Hi Kim,

Per the Agreed Settlement for Docket No. 13-31880-CON, attached is the one time notification to be mailed to all patients who used the Pediatric Specialty Center at Guilford in the past year. We will be sending this notice out shortly.

Nancy

Nancy Rosenthal
Senior Vice President-Health Systems Development

Greenwich Hospital
5 Perryridge Rd.
Greenwich, CT 06830
Phone:(203) 863-3908

Nancy.Rosenthal@greenwichhospital.org
www.greenwichhospital.org

Please consider the environment
before printing this email.

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

October 7, 2014

RECEIVED
OCT - 7 2014
Office of HEALTHCARE ACCESS

Ms. Kimberly Martone
Director of Operations
Office of Health Care Access
410 Capitol Avenue
MS #13HCA
P.O. Box 340308
Hartford, CT 06106

Re: Agreed Settlement Pediatric Specialty Center at Guilford
(Docket No. 13-31880-CON)

Dear Ms. Martone:

Per requirement #2 of the Agreed Settlement, attached is the one-time notification to be mailed to patients using the Pediatric Specialty Center at Guilford in the last year. This letter identifies the name, address, and phone number of alternate locations where patients can receive the same services. Please note that when the center closed all current patients were transitioned seamlessly to other sites so these patients could continue to receive the same quality care by the same providers.

Patients will continue to have access to care locally in New Haven, and at sites in Trumbull, Norwalk, and Greenwich. Yale-New Haven Children's Hospital will also be opening a new Pediatric Specialty Center in Old Saybrook in early 2015.

Sincerely,

Nancy Rosenthal
Senior Vice President – Health Systems Development

*Enclosure

cc: Jennifer Willcox, Esq. (Deputy General Counsel, Yale-New Haven Health System)
Jennifer Groves Fusco, Esq. (Principal, Updike Kelly & Spellacy P.C.)

YALE-NEW HAVEN
CHILDREN'S HOSPITAL

[DATE]

Dear Parent/Guardian,

Yale-New Haven Children's Hospital (YNHCH) offers a wide range of specialty services for children at its Pediatric Specialty Centers (PSC). As part of a state-wide network of healthcare services, our specialty centers provide access to specialties that are nationally ranked for their service.

YNHCH is working to ensure coordination of care at its Pediatric Specialty Centers. The Pediatric Specialty Center at Guilford closed in June 2014. This site offered services in hematology/oncology, cardiology, endocrinology, gastroenterology, and respiratory care. These services will continue to be offered at the Pediatric Specialty Centers listed below.

To meet the needs of children and families, the PSCs offer a comprehensive array of services staffed by board-certified physicians and a specialized multidisciplinary team (fellows, residents, advanced practice nurses, registered nurses, child life specialists, social workers, and nutritionists). Our staff is committed to providing high-quality individualized care, and has likely already contacted you to reschedule appointments. If you have any questions about appointments, please call the central scheduling line for the **Pediatric Specialty Centers at 203-785-4081.**

Pediatric Specialty Center at One Long Wharf
One Long Wharf Drive, New Haven, CT 06511

Conveniently located off I-95 in New Haven, this newly renovated and expanded site, includes 22 exam rooms, pediatric diagnostic radiology (ultrasounds, x-ray, and fluoroscopy), phlebotomy, pulmonary function testing, and rehabilitation services. The center has ample free parking.

Pediatric Specialty Center at the Yale-New Haven Children's Hospital
One Park Street, New Haven, CT 06510

Located at the main campus of Yale-New Haven Hospital, on the second floor of the YNHCH in New Haven, this site includes 14 exam rooms, an infusion center, phlebotomy, pulmonary function and cardiac testing, and a full array of diagnostic and interventional radiology services, including sedation. Children with hematologic or oncologic diagnosis receive their outpatient office visits and infusions on the 7th floor of Smilow Cancer Hospital.

Pediatric Specialty Center at Trumbull
5520 Park Avenue, Trumbull, CT 06611

This spacious 11,000-square-foot facility opened in July 2014, and is conveniently located at the entrance of Exit 47 off the Merritt Parkway in Trumbull, and includes 12 exam rooms, infusion center, phlebotomy, exercise pulmonary function testing and cardiology testing.

Pediatric Specialty Center at Norwalk
747 Belden Avenue, Norwalk, CT 06850

This PSC site includes a 12,000-square-feet of space located near the interchange of the Merritt Parkway and Route 7. The Site includes 8 exam rooms, phlebotomy and diagnostic radiology services (x-ray, ultrasound, and fluoroscopy).

Pediatric Specialty Center at Greenwich Hospital
5 Perryridge Road, Greenwich, CT 06830

Located on the second floor of Greenwich hospital, this site expands access to pediatric subspecialty services in lower-Fairfield County.

In early 2015, Yale-New Haven Children's Hospital will open a new Pediatric Specialty Center in Old Saybrook, CT offering a variety of pediatric subspecialty services.

The Yale-New Haven Children's Hospital and the Pediatric Specialty Centers thank you for the opportunity to provide healthcare services for your child. We appreciate your understanding during this transition as we build and strengthen our programs to support your needs.

Sincerely,

Lynne Sherman, BSN, RN, MHA
Director, Pediatric Specialty Centers
Yale-New Haven Children's Hospital

YALE-NEW HAVEN
CHILDREN'S HOSPITAL

The following table provides a summary of the pediatric specialty services offered at the Yale-New Haven Children's Hospital Pediatric Specialty Centers, and the locations where each of these services is currently offered. If you would like to schedule an appointment at any of these locations, please call the central scheduling line for the **Pediatric Specialty Centers at 203-785-4081**.

Pediatric Specialty Service	Pediatric Specialty Center Location
Adolescent comprehensive care	Long Wharf, Norwalk
Adoption	Long Wharf
Aerodigestive Disorders	YNHCH
Allergy/Immunology	Long Wharf
Cardiology	Long Wharf, Norwalk, Trumbull, YNHCH
Cardiothoracic surgery	YNHCH
Craniofacial surgery	Long Wharf, Norwalk
Developmental pediatrics	Long Wharf
Endocrinology	Greenwich, Long Wharf, Norwalk, Trumbull, YNHCH
Gastroenterology	Greenwich, Long Wharf, Norwalk, Trumbull, YNHCH
Genetics	Long Wharf, YNHCH
Hematology	Smilow Cancer Hospital, Trumbull, YNHCH
Infectious disease	YNHCH
Muscular Dystrophy	Long Wharf
Nephrology	Long Wharf, Norwalk, YNHCH
Neurology	Long Wharf, Norwalk, YNHCH
Neurosurgery	Long Wharf, YNHCH
Newborn Grad	Long Wharf
Oncology	Smilow Cancer Hospital, Trumbull
Ophthalmology	Norwalk
Orthopedics	Greenwich, Long Wharf, Norwalk
Otolaryngology (ear nose and throat)	YNHCH
Pediatric Surgery	Greenwich, Long Wharf, Norwalk, YNHCH
Respiratory	Greenwich, Long Wharf, Norwalk, Trumbull, YNHCH
Rheumatology	Long Wharf, YNHCH
Sleep Medicine	Long Wharf, Norwalk, Trumbull, YNHCH
Spina Bifida	Long Wharf
Urology	Long Wharf, Norwalk

GREENWICH HOSPITAL
YALE NEW HAVEN HEALTH

October 9, 2014

Kimberly Martone
Director of Operations
Office of Health Care Access
410 Capitol Avenue
MS #13HCA
P.O. Box 340308
Hartford, CT 06106

Re: Agreed Settlement Pediatric Specialty Center at Guilford

Dear Kimberly,

Per our conversation, attached is the original of the letter that I scanned to you this morning.

Let me know if you have any questions.

Sincerely,

Nancy Rosenthal

Nancy Rosenthal
Senior Vice President – Health Systems Development

5 Perryridge Road
Greenwich, CT 06830-4697
(203) 863-3000

YALE NEW HAVEN HEALTH

October 7, 2014

Ms. Kimberly Martone
Director of Operations
Office of Health Care Access
410 Capitol Avenue
MS #13HCA
P.O. Box 340308
Hartford, CT 06106

RECEIVED
OCT - 9 2014
Office of
HEALTHCARE ACCESS

Re: Agreed Settlement Pediatric Specialty Center at Guilford
(Docket No. 13-31880-CON)

Dear Ms. Martone:

Per requirement #2 of the Agreed Settlement, attached is the one-time notification to be mailed to patients using the Pediatric Specialty Center at Guilford in the last year. This letter identifies the name, address, and phone number of alternate locations where patients can receive the same services. Please note that when the center closed all current patients were transitioned seamlessly to other sites so these patients could continue to receive the same quality care by the same providers.

Patients will continue to have access to care locally in New Haven, and at sites in Trumbull, Norwalk, and Greenwich. Yale-New Haven Children's Hospital will also be opening a new Pediatric Specialty Center in Old Saybrook in early 2015.

Sincerely,

Nancy Rosenthal
Senior Vice President – Health Systems Development

*Enclosure

cc: Jennifer Willcox, Esq. (Deputy General Counsel, Yale-New Haven Health System)
Jennifer Groves Fusco, Esq. (Principal, Updike Kelly & Spellacy P.C.)

YALE-NEW HAVEN
CHILDREN'S HOSPITAL

[DATE]

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YNHCH is working to ensure coordination of care at its Pediatric Specialty Centers. The Pediatric Specialty Center at Guilford closed in June 2014. This site offered services in hematology/oncology, cardiology, endocrinology, gastroenterology, and respiratory care. These services will continue to be offered at the Pediatric Specialty Centers listed below.

To meet the needs of children and families, the PSCs offer a comprehensive array of services staffed by board-certified physicians and a specialized multidisciplinary team (fellows, residents, advanced practice nurses, registered nurses, child life specialists, social workers, and nutritionists). Our staff is committed to providing high-quality individualized care, and has likely already contacted you to reschedule appointments. If you have any questions about appointments, please call the central scheduling line for the **Pediatric Specialty Centers at 203-785-4081.**

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The Yale-New Haven Children's Hospital and the Pediatric Specialty Centers thank you for the opportunity to provide healthcare services for your child. We appreciate your understanding during this transition as we build and strengthen our programs to support your needs.

Sincerely,

Lynne Sherman, BSN, RN, MHA
Director, Pediatric Specialty Centers
Yale-New Haven Children's Hospital

YALE-NEW HAVEN
CHILDREN'S HOSPITAL

The following table provides a summary of the pediatric specialty services offered at the Yale-New Haven Children's Hospital Pediatric Specialty Centers, and the locations where each of these services is currently offered. If you would like to schedule an appointment at any of these locations, please call the central scheduling line for the **Pediatric Specialty Centers at 203-785-4081**.

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Developmental pediatrics	Long Wharf
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Muscular Dystrophy	Long Wharf
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Neurology	Long Wharf, Norwalk, YNHCH
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Otolaryngology (ear nose and throat)	YNHCH
Pediatric Surgery	Greenwich, Long Wharf, Norwalk, YNHCH
Respiratory	Greenwich, Long Wharf, Norwalk, Trumbull, YNHCH
Rheumatology	Long Wharf, YNHCH
Sleep Medicine	Long Wharf, Norwalk, Trumbull, YNHCH
Spina Bifida	Long Wharf
Urology	Long Wharf, Norwalk

Following is regarding the Civil Penalty for Yale-New Haven Hospital termination of services at pediatric specialty center at Guilford:

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

Jewel Mullen, M.D., M.P.H., M.P.A.
Commissioner

Dannel P. Malloy
Governor

Nancy Wyman
Lt. Governor

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

September 24, 2014

Ms. Nancy Rosenthal
Sr. Vice President-Health Systems Development
Yale-New Haven Hospital
20 York Street
New Haven, CT 06510

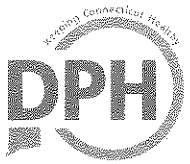
Re: Notice of Civil Penalty Pursuant to Conn. Gen. Stat. § 19a-653

Dear Ms. Rosenthal:

On December 20, 2013, the Department of Public Health, Office of Health Care Access, ("OHCA") received a Certificate of Need ("CON") application on behalf of Yale-New Haven Hospital ("YNHH") seeking authorization to terminate services at the Yale-New Haven Hospital Pediatric Specialty Center at Guilford ("Guilford Center"). After a review of the information provided by YNHH, OHCA determined that YNHH terminated services at the Guilford Center on June 30, 2014 without CON authorization.

Connecticut General Statutes §19a-638(a)(4) states that CON authorization is required for "[t]he termination of inpatient or outpatient services offered by a hospital, including, but not limited to, the termination by a short-term acute care general hospital or children's hospital of inpatient and outpatient mental health and substance abuse services." Because the discontinuation of services at the Guilford Center was a termination of services by a short-term acute care general hospital, YNHH was required to file a CON application with OHCA specific to the termination. However, OHCA was not afforded an opportunity to review the CON application until recently.

Pursuant to Connecticut General Statutes § 19a-653, the Department of Public Health is authorized to impose a civil penalty against any person, health care facility or institution that willfully fails to seek CON approval for any of the activities described in Connecticut General Statutes § 19a-638.



Connecticut Department of Public Health

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This letter shall serve as formal notice under § 19a-653(b) that the Department of Public Health is imposing a civil penalty against YNHH as follows:

REFERENCE TO THE SECTIONS OF THE STATUTES INVOLVED

1. Connecticut General Statutes § 19a-638 related to the activities requiring a certificate of need; and
2. Connecticut General Statutes § 19a-653 related to the imposition of a civil penalty.

STATEMENT OF THE MATTER ASSERTED OR CHARGED

YNHH willfully failed to comply with Connecticut General Statutes § 19a-638 by terminating services at the Guilford Center before it received CON approval from OHCA.

STATEMENT OF THE AMOUNT AND INITIAL DATE OF THE CIVIL PENALTY IMPOSED

$100.00 per calendar day starting on July 1, 2014 and ending on September 16, 2014 (the day prior to CON authorization being provided by OHCA). The total amount of the civil penalty imposed is $7,800.

STATEMENT OF THE PARTY'S RIGHT TO A HEARING

Pursuant to Connecticut General Statutes § 19a-653(c), YNHH has fifteen (15) business days from the date of the mailing of this notice to make written application to the Department of Public Health to request a hearing to contest the imposition of the penalty. Therefore, such request for a hearing must be received by the Department of Public Health on or before the close of business on October 16, 2014. A failure to make a timely request for a hearing shall result in a final order for the imposition of the penalty.

Lisa A. Davis, MBA, BS, RN
Deputy Commissioner

* * * COMMUNICATION RESULT REPORT (SEP. 24. 2014 2:21PM) * * *

FAX HEADER:

TRANSMITTED/STORED : SEP. 24. 2014 2:20PM

FILE	MODE	OPTION	ADDRESS	RESULT	PAGE
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REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-2) BUSY
E-3) NO ANSWER
E-4) NO FACSIMILE CONNECTION

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF HEALTH CARE ACCESS

FAX SHEET

TO: NANCY ROSENTHAL

FAX: 203 863-4736

AGENCY: YALE NEW HAVEN HOSPITAL

FROM: OHCA

DATE: 9/24/14 **Time:**

NUMBER OF PAGES: 3
(including transmittal sheet

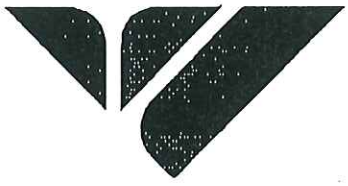
Comments:

Please see attached Notice of Civil Penalty. The original will be sent to you by certified mail.

PLEASE PHONE Barbara K. Olejarz IF THERE ARE ANY TRANSMISSION PROBLEMS.

Phone: (860) 418-7001 ***Fax: (860) 418-7053***

410 Capitol Ave., MS#13HCA
P.O.Box 340308
Hartford, CT 06134



YALE NEW HAVEN HEALTH

Planning
2 Howe Street, 3rd Floor
New Haven, CT 06519
Phone: (203) 688-2609
Fax: (203) 688-5013

Fax Transmission Sheet

Kimberly Martone
OHCA

From: Nancy Rosenthal, YNHH

Fax: (860) 418-7053

Date: 10/14/14

Pages: 5, including cover sheet

This message originates from 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.

October 14, 2014

Ms. Kimberly Martone
Director of Operations
Office of Health Care Access
410 Capitol Avenue
MS #13HCA
P.O. Box 340308
Hartford, CT 06106

Re: Notice of Civil Penalty Pursuant to Conn. Gen. Stat. § 19a-653
(Docket No. 13-31880-CON)

Dear Ms. Martone:

Yale-New Haven Hospital (YNHH) is in receipt of the attached Notice of Civil Penalty Pursuant to Connecticut General Statutes § 19a-653, imposing a penalty of $7,800. The purpose of this letter is to request that the Office of Health Care Access (OHCA) reconsider imposition of this penalty for the reasons described below.

As you are aware, OHCA is authorized to impose a civil penalty whenever any person or institution who is required to file a Certificate of Need (CON) application for a particular activity "willfully fails *to seek* certificate of need approval." 19a-643(a) (emphasis added). YNHH did not willfully fail to seek approval for the discontinuation of services at the Pediatric Specialty Center at Guilford, and did not willfully terminate these services prior to obtaining approval in violation of the OHCA statutes. In fact, YNHH filed a determination request on August 28, 2013 and then, when informed that CON approval was required, filed its CON application in December of 2013, over six (6) months before the site closed. YNHH sought two (2) extensions of its lease at this site to accommodate the regulatory process and, once the CON was deemed complete on April 16, 2014, repeatedly communicated to OHCA the need for an expedited review, as the ninety-day review period from the completeness date would have exceeded the required lease termination date of June 30, 2014 by approximately fourteen days. As OHCA was informed, the lease in question could not be extended a third time (not due to the unwillingness on the part of YNHH, but because the landlord already had rented the space in question to a new tenant).

YNHH values its relationship with OHCA and did the best it could to keep OHCA informed regarding the pediatric services at the Guilford site and the need to re-locate them. After the CON application was deemed complete, OHCA requested additional information from YNHH in June of 2014, and scheduled a hearing on the CON application for July 24, 2014 (well beyond the ninety-day review period required by statute). YNHH recognizes that OHCA's difficulties reconciling the data YNHH submitted as part of the CON process is partially to blame for the delays that resulted in a five-month period (rather than a 90-day period) between the CON being deemed complete and OHCA's decision. But these data discrepancies should not hide the fact that YNHH began the process of seeking regulatory approval more than a year before OHCA's decision. We respectfully request that OHCA consider this one-year period and the numerous filings made by YNHH before it concludes that YNHH somehow willfully failed "to seek" approval before the lease-mandated closing date. YNHH sought the requisite approval starting in

December 2013 when it filed its CON application, and it continued to actively cooperate with OHCA by responding to completeness questions, submitting additional data after the CON Application had been deemed complete, attending the hearing, and submitting late-file data.

I also would like to note that the leadership and staff at the pediatric specialty center in Guilford put in significant efforts to ensure a seamless transition of patients from the Guilford site to alternate locations, while at the same time seeking to comply with the regulatory process. There is ample documentation in the record to evidence the timing and rationale for this project, including careful consideration of the impact on patients and the community. The reconfiguration of services has resulted in more efficient coordination of care at patient-centered locations, and all patients have been successfully transitioned to the appropriate setting with the same providers. There is nothing in the record to suggest otherwise.

In the event you conclude that OHCA still has the statutory authority to impose penalties in these circumstances even though YNHH sought regulatory approval well in advance of the closing, I would ask that you consider waiving any such penalties. OHCA has the discretion not to impose, or to waive entirely, any civil penalties where a hospital demonstrated a good faith effort to comply and has established a past history of compliance.[1] To impose a fine on a hospital that undertook significant efforts to comply with the process (filing hundreds of pages of documentation) and successfully executed the complex task of ensuring that all patients maintained access to care (despite factors outside its control) would be unreasonable under these circumstances. We understand that OHCA's mission is to ensure access to care but to penalize a hospital that kept OHCA apprised of a project well over a year in advance is to penalize an institution that did its best to comply. This project involved many moving parts including regulatory compliance, the coordination of clinical operations, and transitioning patients, and the evidence clearly indicates that YNHH did not willfully fail to comply with the law.

Based on the foregoing, we respectfully request that OHCA reconsider the imposition of civil monetary penalties or, in the alternative, use its discretion to waive this penalty as not appropriate under these circumstances.

In the event OHCA chooses not to reconsider its decision regarding imposition of this penalty, please consider this letter formal notice that YNHH requests a hearing to contest the imposition of this penalty. Please let me know when such a hearing will be scheduled, and the timing for submitting any pre-filed testimony to OHCA.

Thank you for your courtesy and your timely attention in this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

Nancy Rosenthal
Senior Vice President – Health Systems Development

*Enclosure

cc: Jennifer Willcox, Esq. (Deputy General Counsel, Yale-New Haven Health System)
Jennifer Groves Fusco, Esq. (Principal, Updike Kelly & Spellacy P.C.)

[1] See factors considered by OHCA in allowing an extension of time prior to imposing a civil penalty (Regulations of Connecticut State Agencies, Section 19a-653-3) and authority to rescind penalties (Id. at Section 19a-653-4).

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

Jewel Mullen, M.D., M.P.H., M.P.A.
Commissioner

Dannel P. Malloy
Governor
Nancy Wyman
Lt. Governor

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

September 24, 2014

Ms. Nancy Rosenthal
Sr. Vice President-Health Systems Development
Yale-New Haven Hospital
20 York Street
New Haven, CT 06510

Re: Notice of Civil Penalty Pursuant to Conn. Gen. Stat. § 19a-653

Dear Ms. Rosenthal:

On December 20, 2013, the Department of Public Health, Office of Health Care Access, ("OHCA") received a Certificate of Need ("CON") application on behalf of Yale-New Haven Hospital ("YNHH") seeking authorization to terminate services at the Yale-New Haven Hospital Pediatric Specialty Center at Guilford ("Guilford Center"). After a review of the information provided by YNHH, OHCA determined that YNHH terminated services at the Guilford Center on June 30, 2014 without CON authorization.

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Pursuant to Connecticut General Statutes § 19a-653, the Department of Public Health is authorized to impose a civil penalty against any person, health care facility or institution that willfully fails to seek CON approval for any of the activities described in Connecticut General Statutes § 19a-638.

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Pursuant to Connecticut General Statutes § 19a-653(c), YNHH has fifteen (15) business days from the date of the mailing of this notice to make written application to the Department of Public Health to request a hearing to contest the imposition of the penalty. Therefore, such request for a hearing must be received by the Department of Public Health on or before the close of business on October 16, 2014. A failure to make a timely request for a hearing shall result in a final order for the imposition of the penalty.

Lisa A. Davis, MBA, BS, RN
Deputy Commissioner

Huber, Jack

From: Rosenthal, Nancy <Nancy.Rosenthal@greenwichhospital.org>
Sent: Thursday, October 16, 2014 2:12 PM
To: Huber, Jack
Cc: Roberts, Karen
Subject: RE: Notice of CON Expiration Date for the Decision Rendered under Docket Number: 13-31880-CON

Thank you Jack and Karen!

Nancy Rosenthal
Senior Vice President-Health Systems Development

Greenwich Hospital
5 Perryridge Rd.
Greenwich, CT 06830
Phone:(203) 863-3908

Nancy.Rosenthal@greenwichhospital.org
www.greenwichhospital.org

Please consider the environment
before printing this email.

From: Huber, Jack [mailto:Jack.Huber@ct.gov]
Sent: Thursday, October 16, 2014 12:38 PM
To: Rosenthal, Nancy
Cc: Roberts, Karen
Subject: RE: Notice of CON Expiration Date for the Decision Rendered under Docket Number: 13-31880-CON

Dear Ms. Rosenthal:

On September 24, 2014, in an agreed settlement under Docket Number: 13-31880-CON, the Office of Health Care Access authorized a Certificate of Need ("CON") to Yale-New Haven Hospital ("YNHH") for the termination of pediatric services at YNHH's Pediatric Specialty Center in Guilford. Pursuant to Section 19a-639b of the Connecticut General Statutes ("C.G.S."), *"a certificate of need shall be valid for two years from the date of issuance by this office."*

With this letter, please be advised that pursuant to Section 19a-639b, C.G.S., the current CON authorization issued under Docket Number: 13-31880-CON will expire on September 24, 2016. Please contact me at (860) 418-7069 or Karen Roberts, Principal Health Analyst at (860) 418-7041, if you have any questions regarding this notification.

Additionally, thank you for your letter dated October 7, 2014, concerning the reporting requirements associated with the aforementioned project. OHCA has reviewed the CON compliance and monitoring information you filed by email on October 8, 2014, and finds the one-time notification to patients of the Guilford Pediatric Specialty Center contains the necessary elements as specified in Stipulation #2 of the agreed settlement authorization. Future compliance and monitoring reporting required by Stipulation # 4 of the agreed settlement may be sent to my attention when the utilization data comes due on or about August 1, 2015. Thank you for your attention to this matter.

Sincerely,

Jack A. Huber

Jack A. Huber
Health Care Analyst
Department of Public Health
Office of Health Care Access
410 Capitol Avenue
P.O. Box 340308 MS #13HCA,
Hartford, CT 06134
Office: (860) 418-7069
Fax: (860) 418-7053
Email: Jack.Huber@ct.gov

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.

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

Jewel Mullen, M.D., M.P.H., M.P.A.
Commissioner

Dannel P. Malloy
Governor
Nancy Wyman
Lt. Governor

November 13, 2014

Ms. Nancy Rosenthal
Sr. Vice President-Health Systems Development
Yale-New Haven Hospital
20 York Street
New Haven, CT 06510

Re: Notice of Waiver of Civil Penalty Pursuant to Conn. Gen. Stat. § 19a-653
Docket No. 13-31880

Dear Ms. Rosenthal:

On September 24, 2014, the Department of Public Health, Office of Health Care Access, ("OHCA") imposed a $7,800 civil penalty against Yale-New Haven Hospital ("YNHH") pursuant to Conn. Gen. Stat. § 19a-653 for willfully failing to seek certificate of need approval before terminating services at the Yale-New Haven Hospital Pediatric Specialty Center at Guilford.

Thereafter, YNHH submitted a letter to OHCA, dated October 14, 2014, requesting reconsideration. Upon further review and consideration, the civil penalty imposed upon YNHH is hereby waived in its entirety.

Janet M. Brancifort, MPH
Deputy Commissioner

11/13/14
Date

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* * * COMMUNICATION RESULT REPORT (NOV. 14. 2014 12:40PM) * * *

FAX HEADER:

TRANSMITTED/STORED : NOV. 14. 2014 12:39PM

FILE	MODE	OPTION	ADDRESS	RESULT	PAGE
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REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-2) BUSY
E-3) NO ANSWER
E-4) NO FACSIMILE CONNECTION

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF HEALTH CARE ACCESS

FAX SHEET

TO: NANCY ROSENTHAL

FAX: 203 863 4736

AGENCY: YALE NEW HAVEN HOSPTIAL

FROM: OHCA

DATE: 11/14/14 **Time:**

NUMBER OF PAGES:
(including transmittal sheet

Comments:

Notice of waiver of Civil Penalty fore DN: 13-31880 is attached.

PLEASE PHONE Barbara K. Olejarz IF THERE ARE ANY TRANSMISSION PROBLEMS.

Phone: (860) 418-7001 ***Fax: (860) 418-7053***

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