

## 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.

- X 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.: 31983 Check No.: 9343  
OHCA Verified by: KP Date: 8.2.15

- X 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)
- X Attached is a paginated hard copy of the CON application including a completed affidavit, signed and notarized by the appropriate individuals.
- X Attached are completed Financial Attachments I and II.
- X 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 [ohca@ct.gov](mailto:ohca@ct.gov).

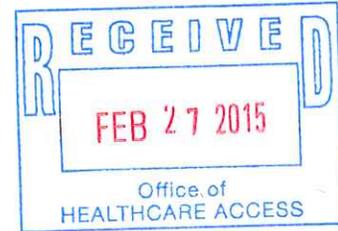
**Important:** For CON applications (less than 50 pages) filed electronically through email, the signed affidavit and the check in the amount of \$500 must be delivered to OHCA in hardcopy.

- X 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.

Barbara Durdy  
Director of Strategic Planning, Hartford HealthCare  
181 Patricia M. Genova Blvd  
Newington, CT 06111

Monday, February 23, 2015

Kimberly Martone  
Director of Operations  
Office of Healthcare Access  
410 Capitol Avenue  
MS #13HCA  
Hartford, CT 06134



Re: Hartford Hospital and Connecticut G.I. Endoscopy Center, LLC  
Transfer of 51% Ownership of Connecticut G.I. Endoscopy Center, LLC to Hartford  
Hospital

Dear Ms. Martone:

Please find enclosed one (1) original, four (4) hard copies and an electronic copy of the Certificate of Need (CON) application for Hartford Hospital and Connecticut G.I. Endoscopy Center, LLC to transfer 51% ownership of the outpatient surgery center located at 4 Northwestern Drive, Lower Level, Bloomfield, CT.

A group of seventeen individual physicians are currently the sole members in Connecticut G.I. Endoscopy Center, LLC. This CON application proposes to transfer 51% ownership of the outpatient surgery center to Hartford Hospital. The same physicians will own 49%.

Should you have any questions or concerns, please do not hesitate to contact me at (860) 972-4231.

Sincerely,



Barbara Durdy  
Director of Strategic Planning, Hartford HealthCare

Enclosures

**HARTFORD HOSPITAL AND  
CONNECTICUT G.I. ENDOSCOPY CENTER, LLC**

**Transfer of 51% Ownership of Connecticut G.I. Endoscopy Center,  
LLC to Hartford Hospital**

**Certificate of Need Application**

HARTFORD HEALTHCARE CORPORATION  
 ATTN: ACCOUNTS PAYABLE  
 PO BOX 5037  
 HARTFORD, CT 06102-5037

51-57  
 119

Check Number  
**9343**  
 Bank of America

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Five hundred and 00/100 Dollars

Pay to the order of

TREASURER STATE OF CONNECTICUT  
 DEPT OF PUBLIC HEALTH  
 DIV. OF HEALTH SYSTEMS REGULATIONS  
 PO BOX 1080  
 HARTFORD, CT 06143-1080

Date

02/09/2015

Payment Amount

\*\*\*\*\*\$500.00

VOID AFTER 90 DAYS

*Richard A. Edys*

THE BACK OF THIS DOCUMENT CONTAINS LAID LINES AND AN ARTIFICIAL WATERMARK. HOLD AT AN ANGLE TO VIEW.

⑈009343⑈ ⑆011900571⑆ 00018 55212⑈

TREASURER STATE OF CONNECTICUT DEPT OF PUBLIC HEALTH DIV. OF HEALTH SYSTEMS REGULATIONS PO BOX 1080 HARTFORD, CT 06143-1080	Entity	Vendor ID / Location	Check Number
	0001	08112 010	9343

HARTFORD HEALTHCARE CORPORATION

Invoice Number	Invoice Date	Gross Amount	Discount Amount	Withholding Amount	Net Amount
FILINGFEE BARBARA DURDY HHC PLANNING	02/06/2015	500.00			500.00

*File Copy*

00004

**TOTALS** \$500.00 0.00 0.00 \$500.00

# Hartford Courant

●●●●● media group

## AFFIDAVIT OF PUBLICATION

State of Connecticut

December 15, 2014

County of Hartford

I, Ruth Harrison, do solemnly swear that I am a Sales Assistant of the Hartford Courant, printed and published daily, in the state of Connecticut and that from my own personal knowledge and reference to the files of said publication the advertisement of Public Notices was inserted in the regular edition.

On Dates as Follows:

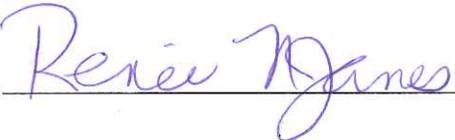
12/12/2014 116.42; 12/12/2014 10.00; 12/13/2014 116.42;  
12/14/2014 116.42

In the Amount of:

\$359.26  
Hartford HealthCare - CU00401596  
2904913  
Full Run

  
Sales Assistant,  
Ruth Harrison

Subscribed and sworn before me on December 15, 2014

  
Notary Public

**RENEE N. JANES**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES MAR. 31, 2018

Order # - 2904913

00005

# Hartford Courant

●●●●● media group

**Statutory Reference: Connecticut General Statutes §19a-638**

**Applicants: Hartford Hospital and Connecticut G.I. Endoscopy Center, LLC**

**Project Address:**

**Located at:**

**4 Northwestern Drive  
Bloomfield, CT 06002**

**Proposal: The Applicants intend to file a Certificate of need application with the State of Connecticut Office of Health Care Access for a change in ownership of Connecticut G.I. Endoscopy, LLC.**

**The Applicant's are requesting permission for Hartford Hospital to acquire 51% of Connecticut G.I. Endoscopy Center, LLC.  
Capital Expenditure: \$6,104,700.**

---

Order # - 2904913

00006

**Connecticut**

**Statutory Reference: Connecticut General Statutes §19a-635**  
**Applicants: Hartford Hospital and Connecticut G.I. Endoscopy Center, LLC**  
**Project Address:**  
 Located at:  
 4 Northwestern Drive  
 Bloomfield, CT 06002

**Proposal: The Applicants intend to file a Certificate of need application with the State of Connecticut Office of Health Care Access for a change in ownership of Connecticut G.I. Endoscopy, LLC.**

**The Applicant's are requesting permission for Hartford Hospital to acquire 51% of Connecticut G.I. Endoscopy Center, LLC. Capital Expenditure: \$6,104,700.**

**Legal Notice**

RETURN DATE: JANUARY 27, 2015  
 BANK OF AMERICA, N.A.

VS  
 FLEMING, LOWANA, ET AL  
 SUPERIOR COURT  
 J.D. OF HARTFORD  
 AT HARTFORD

STATE OF CONNECTICUT  
 NOTICE TO WIDOWER, HEIRS,  
 BENEFICIARIES, REPRESENTATIVES AND  
 CREDITORS OF FRANCIS PUZZO

The Plaintiff has named Widow(er), Heirs, Beneficiaries, Representatives or Creditors of Francis D. Puzo, deceased as parties defendant in the complaint which it is bringing to the above named court seeking a foreclosure of its mortgage upon premises known as 131 BOLTON ROAD, MANCHESTER, Connecticut. This complaint is returnable to court on January 27, 2015 and will be pending therein after that date.

The plaintiff has represented to said court, by means of an affidavit annexed to the said complaint, that despite all reasonable efforts to ascertain such information, it has been unable to determine the residence of the said Widow(er), Heirs, Beneficiaries, Representatives or Creditors of Francis D. Puzo, deceased.

Now, therefore, it is hereby ordered under C.G.S. § 52-69 that notice of the institution of this action be given to each such defendant by some proper officer causing a true and attested copy of this order be published in The Hartford Courant once a week for two weeks, commencing on or before December 30, 2014, and that return of service be made to the Court.

Adam Bulewicz, AL  
 Assistant Clerk, Superior Court  
 Judicial District of HARTFORD

**Notice of vehicle up for Auction**

2000 Ford Windstar  
 Vin # 2FMZA5149YBC89307  
 Located at:  
 46 Albany Turnpike  
 West Simsbury, CT 06092

**NOTICE OF PUBLIC SALE OF PERSONAL PROPERTY**

Notice is hereby given that the undersigned

**Request for Qualifications (RFQ): LEP Services -**

The Valley Council of Governments (VCOG), on behalf of the Town of Southbury, has received a Brownfield Assessment Grant from the State of CT (DECD) to conduct a limited soil and ground water assessment of the Southbury Training School site on South Britain Road, Southbury, CT. A DEEP-Licensed Environmental Professional on staff should submit qualifications to vcoginfo@valleycog.org by 2 PM Tuesday, December 30, 2014. Qualified submissions shall include: 1-page Letter of Interest addressed to Rick Dunne, Executive Director, Information regarding experience with similar projects, (3) professional client references and a listing of project experience working for government clients. Submissions should not exceed six (6) Pages, including the Letter of Interest. A project selection committee will convene and review the RFQ submissions, selecting no fewer than 3 qualified firms who will be invited to respond to a separate Request for Proposals (RFP). Participation in a mandatory site walk is required of all qualified firms prior to response to the RFP. A copy of the draft RFP will be available on the VCOG website at www.valleycog.org. Questions regarding the project may be addressed to abogen@valleycog.org until close of business December 23, 2014.

**REQUEST FOR QUALIFICATIONS Technical Services for Branford Housing Authority Project**

The Branford Housing Authority (BHA) is seeking a qualified professional firm (consultant) to provide Technical services to prepare funding applications for the project, including but not limited to the DOH/CHFA Consolidated Application and any other funding applications necessary to secure the funding necessary to complete the project.

Obtaining the RFQ: You may call Cheryl V. Daniw, Management Agent, (860) 828-0531, Ext. 203 or e-mail to cdaniw@merit-properties.net.

Questions: Any questions or requests for further information must be submitted in writing no later than December 19, 2014 to the Management Agent noted above by fax at (860) 828-7816 or e-mail to cdaniw@merit-properties.net or by U.S. Mail at the address listed below.

Submission Deadline: Sealed Qualifications (one original) must be received no later than December 30, 2014 at the address below. Qualifications sent by U.S. Mail should be addressed to and must be delivered to BHA by the deadline stated above. Faxed submittals will not be accepted.

Branford Housing Authority  
 Technical Services  
 93 Deming Road, Suite A  
 Berlin, CT 06037

Diversity: BHA strongly encourages minority owned and women owned businesses.

**STATE OF CONNECTICUT**

SUPERIOR COURT  
 JUDICIAL DISTRICT OF HARTFORD  
 AT HARTFORD  
 DECEMBER 1, 2014

RETURN DATE: JANUARY 20, 2015

WENDOVER FINANCIAL SERVICES CORPORATION

THE WIDOWER, HEIRS, AND/OR CREDITORS OF THE ESTATE OF BERNICE H. WOJTUKIEWICZ, ET AL.

NOTICE TO THE WIDOWER, HEIRS, AND/OR CREDITORS OF THE ESTATE OF BERNICE H. WOJTUKIEWICZ AND ALL UNKNOWN PERSONS, CLAIMING OR WHO MAY CLAIM, ANY RIGHTS, TITLE, INTEREST OR ESTATE IN OR LIEN OR ENCUMBRANCE UPON THE PROPERTY DESCRIBED IN THIS COMPLAINT, ADVERSE TO THE PLAINTIFF, WHETHER SUCH CLAIM OR POSSIBLE CLAIM BE VESTED OR CONTINGENT.

The Plaintiff has named as a Defendant, THE WIDOWER, HEIRS, AND/OR CREDITORS OF THE ESTATE OF BERNICE H. WOJTUKIEWICZ, and all unknown persons, claiming or who may claim, any rights, title, interest or estate in or lien or encumbrance upon the property described in this Complaint, adverse to the Plaintiff, whether such claim or possible claim can be vested or contingent, if not living, as a party defendant(s) in the complaint which it is bringing to the above-named Court seeking a foreclosure of its mortgage upon premises known as 104 COLTON STREET, WINDSOR, CT 06095.

The Plaintiff has represented to the said Court, by means of an affidavit annexed to the Complaint, that, despite all reasonable efforts to ascertain such information, it has been unable to determine the identity and/or whereabouts of THE WIDOWER, HEIRS, AND/OR CREDITORS OF THE ESTATE OF BERNICE

H. WOJTUKIEWICZ, and all unknown persons, claiming or who may claim, any rights, title, interest or estate in or lien or encumbrance upon the property described in this Complaint, adverse to the Plaintiff, whether such claim or possible claim can be vested or contingent, if not living.

Now, Therefore, it is hereby ORDERED that notice of the institution of this action be given to said THE WIDOWER, HEIRS, AND/OR CREDITORS OF THE ESTATE OF BERNICE H. WOJTUKIEWICZ and all unknown persons, claiming or who may claim, any rights, title, interest or estate in or lien or encumbrance upon the property described in this Complaint, adverse to the Plaintiff, whether such claim or possible claim can be vested or contingent, by some proper officer causing a true and attested copy of this Order of Notice to be published in the Hartford Courant, once a week for 2 successive weeks, commencing on or before December 23, 2014, and that return of such service be made to this Court.

BY THE COURT  
 By: Adam Bulewicz, AL

**Probate Notice**

**NOTICE TO CREDITORS**

ESTATE OF Elizabeth H. Quinn (14-0536)

The Hon. Timothy R.E. Keeney, Judge of the Court of Probate, District of North Central Connecticut, by decree dated December 3, 2014, ordered that all claim 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.

Patricia L. Finch, Assistant Clerk

The fiduciary is:  
 Atty. Cathryn-Jean Fleming, 174 Merro Road, Tolland, CT 06084-3400

**NOTICE TO CREDITORS**

ESTATE OF Pearl L. Sjoquist (14-0759)

The Hon. Terrance D. Lomme, Judge of the Court of Probate, District of Saybrook Probate District, by decree dated December 4, 2014, ordered that all claim 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.

Marge B. Calltharp, Clerk

The fiduciary is:  
 Lawrence S. Sjoquist  
 c/o Edward B. Potter, Esq., Kitchings & Potter, LLC, 5-1 Davis Road East, P.O. Box 187, Old Lyme, CT 06371

**NOTICE TO CREDITORS**

ESTATE OF George A. Placzek, (14-0532)

The Hon. Timothy R.E. Keeney, Judge of the Court of Probate, District of North Central Connecticut, by decree dated November 1, 2014, 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.

Patricia L. Finch, Assistant Clerk

The fiduciary is:  
 Dana W. Placzek  
 c/o Scott B. Franklin, Esquire, 68 South Main Street, P.O. Box 270754, West Hartford, CT 06107-0754

**NOTICE TO CREDITORS**

ESTATE OF PATRICIA E. HAVENS, late Florida (14-00219)

The Hon. Jennifer L. Berkenstock, Judge of the Court of Probate, District of Region #2 Probate District, by decree dated November 20, 2014, 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.

**AFFIDAVIT**

Applicant: Hartford Hospital of Hartford, CT d/b/a Hartford Hospital

Project Title: Transfer of 51% Ownership of Connecticut G.I. Endoscopy Center, LLC to Hartford Hospital

I, STUART K. MARKOWITZ, MD, PRESIDENT / CEO  
(Individual's Name) (Position Title – CEO or CFO)

of HARTFORD HOSPITAL being duly sworn, depose and state that  
(Hospital or Facility Name)

HARTFORD HOSPITAL's information submitted in this Certificate of  
(Hospital or Facility Name)

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

Stuart K Markowitz  
Signature

1-26-15  
Date

Subscribed and sworn to before me on January 26, 2015

Martha Santilli

Notary Public/Commissioner of Superior Court

My commission expires: \_\_\_\_\_

**MARTHA SANTILLI**  
**NOTARY PUBLIC OF CONNECTICUT**  
**My Commission Expires 5/31/2019**

**AFFIDAVIT**

Applicant: Connecticut G.I. Endoscopy Center, LLC of Bloomfield, CT d/b/a Connecticut G.I. Endoscopy Center, LLC

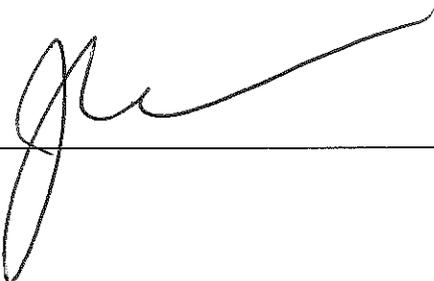
Project Title: Transfer of 51% Ownership of Connecticut G.I. Endoscopy Center, LLC to Hartford Hospital

I, Jeffry Nestler, MD, President  
(Individual's Name) (Position Title – CEO or CFO)

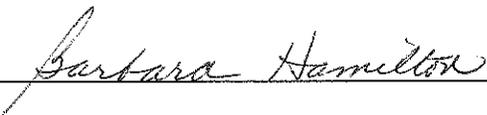
of Connecticut GI Endoscopy Center, LLC being duly sworn, depose and state that  
(Hospital or Facility Name)

Connecticut GI Endoscopy Center, LLC's information submitted in this Certificate of  
(Hospital or Facility Name)

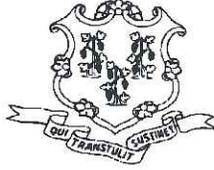
Need Application is accurate and correct to the best of my knowledge.

Signature  Date 1-28-15

Subscribed and sworn to before me on January 28, 2015

  
Notary Public/Commissioner of Superior Court

My commission expires: **BARBARA HAMILTON**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES OCT. 31, 2015**



## 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:** Hartford Hospital

**Applicant’s Facility ID\*:** NPI –1770696643

**Contact Person:** Barbara Durdy

**Contact Person’s**

**Title:** Director of Strategic Planning, Hartford HealthCare

**Contact Person’s**

**Address:** 181 Patricia M. Genova Blvd, Newington, CT 06111

**Contact Person’s**

**Phone Number:** (860) 972-4231

**Contact Person’s**

**Fax Number:** N/A 860-972-9025

**Contact Person’s**

**Email Address:** [barbara.durdy@hhchealth.org](mailto:barbara.durdy@hhchealth.org)

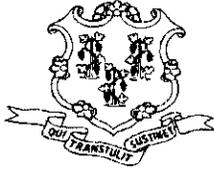
**Project Town:** Bloomfield, CT

**Project Name:** Transfer of 51% Ownership of Connecticut G.I. Endoscopy Center, LLC to Hartford Hospital

**Statute Reference:** Section 19a-638, C.G.S.

**Estimated Total Capital Expenditure:** \$6,104,700

\*Please provide either the Medicare, Connecticut Department of Social Services (DSS), or National Provider Identifier (NPI) facility identifier.



## 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:** Connecticut G.I. Endoscopy Center, LLC

**Applicant’s Facility ID\*:** 1063593952 (NPI)

**Contact Person:** Melisa Lerner

**Contact Person’s**

**Title:** Administrator, Connecticut G.I. Endoscopy Center

**Contact Person’s**

**Address:** 4 Northwestern Drive, Lower Level, Bloomfield, CT, 06002

**Contact Person’s**

**Phone Number:** (860) 242-0079 x 12

**Contact Person’s**

**Fax Number:** N/A

**Contact Person’s**

**Email Address:** mlerner@connecticutgi.org

**Project Town:** Bloomfield, CT

**Project Name:** Transfer of 51% Ownership of Connecticut G.I. Endoscopy Center, LLC to Hartford Hospital

**Statute Reference:** Section 19a-638, C.G.S.

**Estimated Total Capital Expenditure:** \$6,104,700

\*Please provide either the Medicare, Connecticut Department of Social Services (DSS), or National Provider Identifier (NPI) facility identifier.

## **1. Project Description and Need: Change of Ownership or Control**

- a. Please provide a narrative detailing the proposal.

**Hartford Hospital is an 867 bed acute care hospital located in Hartford, CT and is a member of Hartford HealthCare. Hartford Hospital provides primary, secondary, and tertiary acute care services to the Greater Hartford region. Connecticut G.I. Endoscopy Center, LLC of Bloomfield, CT d/b/a Connecticut G.I. Endoscopy Center, LLC (“CTGI”) is a licensed Ambulatory Surgical Center. Hartford Hospital and CTGI are requesting approval from the Office of Health Care Access (“OCHA”) to transfer 51% ownership of CTGI to Hartford Hospital as described in this Application.**

**CTGI’s outpatient endoscopy center, located at 4 Northwestern Drive, Bloomfield, CT, was authorized by OHCA under CON Determination 99-E1 and began operations in 2000, providing colonoscopies and upper endoscopies.**

**CTGI currently operates two (2) procedure rooms and has five (5) recovery rooms. Annual volume exceeds 6,000 procedures. At present, CTGI is wholly owned by seventeen (17) licensed, individual physicians that practice in Connecticut (collectively, the “Physician Owners”). In addition to the Physician Owners, seven (7) gastroenterologists, eleven (11) anesthesiologists and ten (10) Certified Registered Nurse Anesthetists also have privileges at CTGI.**

**In addition to owning CTGI, the Physician Owners own 50% of CTGI Glastonbury Endoscopy Center, LLC d/b/a Glastonbury Endoscopy Center, LLC (“CTGI Glastonbury”). CTGI Glastonbury was established as a joint venture between Hartford Hospital and GTGI Glastonbury (DN: 07-30920-CON). Hartford Hospital maintains 50% ownership and the Physician Owners maintain 50% ownership.**

**If this proposal is approved by OHCA, the transfer of ownership interests in CTGI will be completed as follows. First, the Physician Owners will transfer all of their ownership interests in CTGI to a yet to be formed holding company (“Newco”). Hartford Hospital will then acquire 51% of the ownership interests in NewCo and the Physician Owners will keep their 49% interest. This will result in Hartford Hospital and the Physician Owners having a 51% and 49% ownership interest in CTGI, respectively. The aforementioned entity formation and transfers will not be implemented unless and until OHCA approves this proposal.**

**Please see Exhibit 1 for copies of Hartford Hospital's and CTGI's respective licenses from the Connecticut Department of Public Health.**

- b. Explain how each Applicant determined need for the proposal and discuss the benefits of this proposal for each Applicant (discuss each Applicant separately).

**Hartford Hospital and CGTI have an established history of working together to build a sustainable clinical and operational model in order to better serve the needs of the community. As previously mentioned, in 2007, Hartford Hospital and CTGI Glastonbury established a joint venture to operate the Glastonbury Endoscopy Center. Based on the applicants' existing Glastonbury Endoscopy Center partnership, the applicants have determined that similar benefits and operational efficiencies can be gained through further collaboration and alignment.**

**The physicians involved in this proposal all have active privileges at Hartford Hospital and will continue to perform inpatient procedures at Hartford Hospital as well as outpatient procedures for patients who have significant co-morbid conditions. Through increased alignment with Hartford Hospital, CTGI will provide a superior patient experience as patients will be able to more seamlessly navigate between the inpatient and outpatient settings for gastrointestinal and endoscopy services.**

**Integration with Hartford Hospital allows CTGI physicians greater opportunity to participate on clinical quality councils and be actively engaged in hospital-wide quality initiatives. In addition, affiliation with Hartford Hospital strengthens CTGI's physician recruitment program due to the breadth and depth of subspecialty clinical services offered by Hartford Hospital.**

**Further, this proposal will allow CTGI to benefit from the size and scale of Hartford Hospital. Economies of scale can be realized through vendor contracting examples of which include purchasing of supplies, drugs, medical equipment, laundry services, as well as centralized legal, accounting and marketing services.**

**This proposal will allow Hartford Hospital and CTGI the opportunity to better align to ensure the delivery of consistent quality and service standards.**

- c. Provide a history and timeline of the proposal (i.e., When did discussions begin between the Applicants? What have the Applicants accomplished so far?)

**Discussions regarding a partnership between Hartford Hospital and CTGI began in 2012. In November 2012, both parties signed an Amended and Restated Letter of Intent. In May and July of 2013, respectively, the**

**Hartford HealthCare and Hartford Hospital Boards approved Hartford Hospital to proceed with this proposal. In September 2014, CTGI passed a vote to transfer 51% ownership to Hartford Hospital should the proposal be approved by OHCA.**

**Please see Exhibit 2 for copies of Hartford HealthCare and Hartford Hospital Board of Directors Meeting Minutes approving the submission of this CON Application.**

**Please see Exhibit 3 for a copy of the CTGI Annual Meeting of Medical Staff Minutes approving the proposal described in this CON Application.**

- d. List any changes to the clinical services offered by the Applicants that result from this proposal, and provide an explanation.

**At this time, there are no planned changes to the clinical services offered by CTGI that will result from this proposal. The services currently provided at CTGI will continue to be provided by the same practicing physicians.**

- e. Describe the existing population served by the facility changing ownership or control, and how the proposal will impact these populations. Include demographic information as appropriate.

**CTGI serves individuals requiring colonoscopies and upper endoscopies. The existing population served by CTGI predominately resides in Hartford County; however, CTGI also serves patients from Tolland and Middlesex Counties.**

**FY14 patient origin data indicates that approximately 17% of CTGI's patient population reside in West Hartford. Other towns in CTGI's service area include Windsor, Bloomfield, Simsbury, Avon, Enfield, Farmington, Granby, Windsor Locks and Hartford. Approximately 60% of CTGI patient volume originates from service area towns.**

**Please see Exhibit 4 for detailed patient origin data.**

**CTGI's service area is not expected to change as a result of this proposal however, if approved by OHCA this proposal will expand access to the Medicaid and underserved population residing in these towns. CTGI currently does not provide services to the Medicaid population. If approved, this proposal will expand access to Medicaid patients in the greater Bloomfield service area, resulting in a significant enhancement to the services currently available. Upon approval of this CON application, CTGI will comply with Hartford HealthCare's Charity Care and Financial Assistance Policies, which includes the provision of services to underserved populations.**

**Please see Exhibit 5 for a copy of Hartford HealthCare’s Charity Care and Financial Assistance Policy.**

- f. Describe the transition plan and how the Applicants will ensure continuity of services. Provide a copy of a transition plan, if available.

**The change of ownership will have no effect on daily operations of CTGI. A transition plan is not applicable.**

- g. For each Applicant (and any new entities to be created as a result of the proposal), provide the following information as it would appear prior and subsequent to approval of this proposal:

- i. Legal chart of corporate or entity structure including all affiliates.
- ii. List of owners and the % ownership and shares of each.

**A legal chart of corporate structure for each Applicant prior to and as a result of the proposal is included in Exhibit 6.**

**Hartford Hospital is a non-profit, non-stock corporation. CTGI is a physician owned Limited Liability Company. A breakdown of current CTGI ownership is as follows:**

<b>Owners</b>	<b>Percent of Ownership</b>
Joseph Cappa, MD	6.06%
David Chaletsky, MD	6.06%
Donna Cipolla, MD	6.06%
Thomas Feldman, MD	6.06%
Jeffrey Gelwan, MD	6.06%
Michael Golioto, MD	6.06%
Joseph Ianello, MD	6.06%
Jonathan Israel, MD	6.06%
Michael Karasik, MD	6.06%
Theodore Loewenthal, MD	6.06%
Jeffrey Nestler, MD	6.06%
Kiran Sachdev, MD	6.06%
Michael Selden, MD	3.03%
Richard Slater, MD	6.06%
Paul Shapiro, MD	6.06%
Michelle Smedley, MD	6.06%
Jeffrey Weiser, MD	6.06%

**If this proposal is approved, Hartford Hospital will acquire a 51% ownership interest in CTGI.**

- h. Provide copies of all signed written agreements or memorandum of understanding, including all exhibits/attachments, between the Applicants related to the proposal. Note: If a final version is not available, provide a draft with an estimated date by which the final agreement will be available.

**A copy of the draft Purchase Agreement and the Amended and Restated Letter of Intent between Hartford Hospital and CTGI are provided in Exhibit 7.**

## **2. 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.

**Key professional, administrative, clinical and direct service personnel related to the proposal are listed below. Copies of CVs are provided in Exhibit 8.**

### **Hartford HealthCare**

**Rocco Orlando III, MD, SVP & Chief Medical Officer, Hartford HealthCare**

### **Hartford Hospital**

**Stuart Markowitz, MD, SVP Hartford HealthCare & President Hartford HealthCare Hartford Region**

**Gerald Boisvert, VP & Chief Financial Officer Hartford HealthCare Hartford Region, Interim CFO Hartford HealthCare**

### **Connecticut G.I. Endoscopy Center, LLC**

**Jeffry Nestler, MD, Medical Director/Physician Manager, CTGI**

**Joseph Cappa, MD, Medical Director/Physician Manager, CTGI**

**Margaret Ramsay, RN, CGRN, Nurse Manager, CTGI**

- b. Explain how the proposal will improve quality, accessibility and cost effectiveness of health care delivery in the region, including but not limited to, (1) provision of or any change in the access to services for Medicaid recipients and indigent persons, and (2) the impact upon the cost effectiveness of providing access to services provided under the Medicaid program.

**This proposal will improve the accessibility of endoscopy services for Medicaid recipients and indigent persons. As previously discussed, CTGI currently does not provide services to Medicaid patients. If this proposal is approved, CTGI will accept Medicaid patients and comply with Hartford Hospitals' financial assistance and charity care policies which include the provision of services to indigent populations.**

**CTGI will benefit from economies of scale as a result of Hartford Hospital’s vendor relationships, purchasing power and access to greater competitive pricing for medical and other supplies. As previously stated, if this proposal is approved, CTGI physicians will have greater opportunities to participate in clinical and quality improvement councils at Hartford Hospital enhancing alignment and integration with the Hospital.**

**Historical and Projected Volume**

- a. In table format, provide historical volumes (three **full** years and the current year-to-date) by service as applicable to the proposal. For hospital ownership changes, please skip Tables 1 and 2 and complete Tables 3a, 3b, 4a and 4c.

**TABLE 1**  
HISTORICAL UTILIZATION BY SERVICE

Service**	Actual Volume (Last 3 Completed FYs)			FY Volume*
	FY2011	FY2012	FY2013	FY2014
Colonoscopy	4,096	4,150	4,349	4,441
Upper Endoscopy	1,948	2,062	1,874	1,902
<b>Total Procedures</b>	<b>6,044</b>	<b>6,212</b>	<b>6,223</b>	<b>6,343</b>

\*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 the number of visits or discharges as appropriate 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.).

**Note: The data presented in Table 1 above reflects procedure volumes for FY 2011 – FY 2014. Fiscal year is January to December.**

- b. Complete the following table for the first three **full** fiscal years (“FY”), for the projected volumes by service as applicable to the proposal (if the first year is a partial year, include that as well).

**TABLE 2**  
PROJECTED UTILIZATION BY SERVICE

Service*	Projected Volume		
	FY2015	FY2016	FY2017
Colonoscopy	4,781	4,876	4,974
Upper Endoscopy	2,032	2,074	2,115
<b>Total Procedures</b>	<b>6,813</b>	<b>6,950</b>	<b>7,089</b>

\*Identify each service type by location and add lines as necessary. Provide the number of visits/discharges as appropriate for each service listed.

\*\*If the first year of the proposal is only a partial year, provide the first partial year and then the first three full FYs. Add columns as necessary. In a footnote, identify the

period covered by the Applicant's fiscal year FY (e.g. July 1-June 30, calendar year, etc.).

**Note: The data presented in Table 2 above reflects projected procedure volume for FY 2015 – FY 2017. Fiscal year is January to December.**

- d. In table format, provide historical volumes (three **full** years and the current year-to-date) for the number of discharges and patient days by service.

**TABLE 3A**  
HISTORICAL AND CURRENT DISCHARGES

**Not applicable. The proposal pertains to an Ambulatory Surgical Center.**

Service*	Actual Volume (Last 3 Completed FYs)			
	FY**	FY**	FY**	CFY***
Medical/Surgical				
Maternity				
Psychiatric				
Rehabilitation				
Pediatric				
<b>Total</b>				

\*Provide the number of discharges for each service listed (Medical/Surgical, Maternity, Psychiatric, Rehabilitation, and Pediatric).

\*\*Fill in years. In a footnote, identify the period covered by the Applicant's FY (e.g., July 1-June 30, calendar year, etc.).

\*\*\*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.

**TABLE 3B**  
HISTORICAL AND CURRENT PATIENT DAYS

**Not applicable. The proposal pertains to an Ambulatory Surgical Center.**

Service*	Actual Volume (Last 3 Completed FYs)			
	FY**	FY**	FY**	CFY***
Medical/Surgical				
Maternity				
Psychiatric				
Rehabilitation				
Pediatric				
<b>Total</b>				

\*Provide the number of patient days for each service listed (Medical/Surgical, Maternity, Psychiatric, Rehabilitation, and Pediatric).

\*\*Fill in years. In a footnote, identify the period covered by the Applicant's FY (e.g., July 1-June 30, calendar year, etc.).

\*\*\*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.

- e. Complete the following tables for the first three **full** fiscal years (“FY”), for the projected number of discharges and patient days by service (if the first year is a partial year, include that as well).

**TABLE 4A**  
PROJECTED DISCHARGES BY SERVICE

**Not applicable. The proposal pertains to an Ambulatory Surgical Center.**

Service*	Projected Volume			
	FY**	FY**	FY**	FY**
Medical/Surgical				
Maternity				
Psychiatric				
Rehabilitation				
Pediatric				
<b>Total</b>				

\*Provide the number of discharges for each service listed (Medical/Surgical, Maternity, Psychiatric, Rehabilitation, and Pediatric).

\*\*If the first year of the proposal is only a partial year, provide the first partial year and then the first three full FYs. Add columns as necessary. In a footnote, identify the period covered by the Applicant’s fiscal year FY (e.g. July 1-June 30, calendar year, etc.).

**TABLE 4B**  
PROJECTED PATIENT DAYS BY SERVICE

**Not applicable. The proposal pertains to an Ambulatory Surgical Center.**

Service*	Projected Volume			
	FY**	FY**	FY**	FY**
Medical/Surgical				
Maternity				
Psychiatric				
Rehabilitation				
Pediatric				
<b>Total</b>				

\*Provide the number of patient days for each service listed (Medical/Surgical, Maternity, Psychiatric, Rehabilitation, and Pediatric).

\*\*If the first year of the proposal is only a partial year, provide the first partial year and then the first three full FYs. Add columns as necessary. In a footnote, identify the period covered by the Applicant’s fiscal year FY (e.g. July 1-June 30, calendar year, etc.).

- f. Explain any increases and/or decreases in historical volumes reported in the tables above.

**Historical procedure volumes increased by an average of approximately 2% from FY2011-2014. Growth in procedure volume is attributed to the**

**recruitment of new physicians to CTGI and improved utilization of available scheduling blocks. Growth is limited due to capacity (two procedure rooms), however, beginning January 2015, expanded hours of operations went into effect to accommodate anticipated volume growth and increased access.**

- g. Provide a detailed explanation of all assumptions used in the derivation/ calculation of the projected volume.

**Procedure volume is projected to increase approximately 7% from FY2014-2015. Projections are based on expanded operating hours one day per week as of January 2015. In FY2016 and FY2017 a modest 2% increase in total procedure volume is anticipated based on historical utilization patterns and expanding access to serve the Medicaid population.**

#### 4. Organizational and Financial Information

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

**Hartford Hospital is a non-profit, non-stock corporation. CTGI is a Limited Liability Company.**

- b. Does the Applicant have non-profit status?

Yes (Provide documentation)  No

**Hartford Hospital has not-for-profit status. Exhibit 9 includes a copy of a letter from the Internal Revenue Service (IRS) confirming Hartford Hospital's not-for-profit status.**

- c. Provide a copy of the State of Connecticut, Department of Public Health license(s) currently held by the Applicant and indicate any additional licensure categories being sought in relation to the proposal.

**Please reference Exhibit 1 for copies of these licenses. No additional licensures are being sought in relation to the proposal.**

- d. 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.

**FY2013 audited financial statements for Hartford Hospital are on file with the Office of Health Care Access (OCHA). FY2014 audited financial statements for Hartford Hospital will be submitted to OHCA as part of the annual filing on February 28, 2015.**

- 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.)

**Please see Exhibit 10 for FY2013 and FY2014 internally prepared financial statements for CTGI. Historically, CTGI does not prepare audited financial statements.**

- e. Submit a final version of all capital expenditures/costs as follows:

**TABLE 5**  
TOTAL PROPOSAL CAPITAL EXPENDITURE

<b>Purchase/Lease</b>	<b>Cost</b>
Equipment (Medical, Non-medical Imaging)	
Land/Building Purchase*	
Construction/Renovation**	
Land/Building Purchase*	
Other (specify) <b>FMV of 51% CTGI</b>	<b>\$6,104,700</b>
<b>Total Capital Expenditure (TCE)</b>	
Lease (Medical, Non-medical Imaging)***	
<b>Total Capital Cost (TCO)</b>	
<b>Total Project Cost (TCE+TCO)</b>	<b>\$6,104,700</b>

\*If the proposal involves a land/building purchase, attach a real estate property appraisal including the amount; the useful life of the building; and a schedule of depreciation.

\*\*If the proposal involves construction/renovations, attach a description of the proposed building work, including the gross square feet; existing and proposed floor plans; commencement date for the construction/renovation; completion date of the construction/renovation; and commencement of operations date.

\*\*\*If the proposal involves a capital or operating equipment lease and/or purchase, attach a vendor quote or invoice; schedule of depreciation; useful life of the equipment; and anticipated residual value at the end of the lease or loan term.

- f. 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.

**The funding source for the proposal is taxable bonds. The interest rate on the amount borrowed is 5.746%.**

- g. Demonstrate how this proposal will impact the financial strength of the health care system in the state or that the proposal is financially feasible for the applicant.

**In large part due to health care reform, historically independent operations such as physician practices, hospitals, etc. are forming mutually beneficial partnerships. The shift from independent to integrated systems provides efficiencies that result in high quality, affordable care.**

**5. Patient Population Mix: Current and Projected**

- a. Provide the current and projected volume (and corresponding percentages) by patient population mix; including, but not limited to, access to services by Medicaid recipients and indigent persons for the proposed program.

**TABLE 6**  
**APPLICANT'S CURRENT & PROJECTED PAYER MIX**

Payer	Most Recently Completed CY14		Projected Cases					
			CY15		CY16		CY17	
	Volume	%	Volume	%	Volume	%	Volume	%
Medicare*	1,186	22.19%	1,122	19.50%	1,145	19.50%	1,168	19.50%
Medicaid*	0	0.00%	201	3.50%	205	3.50%	210	3.50%
CHAMPUS & TriCare	9	0.17%	0	0.00%	0	0.00%	0	0.00%
<b>Total Government</b>	<b>1,195</b>	<b>22.36%</b>	<b>1,324</b>	<b>23.00%</b>	<b>1,350</b>	<b>23.00%</b>	<b>1,377</b>	<b>23.00%</b>
Commercial Insurers	4,132	77.73%	4,375	76.00%	4,462	76.00%	4,552	76.00%
Uninsured	16	0.30%	58	1.00%	59	1.00%	60	1.00%
Workers Compensation	1	0.02%	0	0.00%	0	0.00%	0	0.00%
<b>Total Non-Government</b>	<b>4,149</b>	<b>77.64%</b>	<b>4,432</b>	<b>77.00%</b>	<b>4,521</b>	<b>77.00%</b>	<b>4,612</b>	<b>77.00%</b>
<b>Total Payer Mix</b>	<b>5,344</b>	<b>100.00%</b>	<b>5,756</b>	<b>100.00%</b>	<b>5,871</b>	<b>100.00%</b>	<b>5,989</b>	<b>100.00%</b>

\*Includes managed care activity.

\*\*Fill in years. Ensure the period covered by this table corresponds to the period covered in the projections provided.

Note: The patient population mix should be based on patient volumes, not patient revenues.

- b. Provide the basis for/assumptions used to project the patient population mix.

**The current and projected volume by patient population mix is based on total case volume, and does not reflect total procedure volume.**

**Projections are conservative estimates derived from historical trends in patient population mix and given that the roster of physicians practicing at CTGI is not expected to change as a result of the proposal.**

- c. For the Medicaid population only, provide the assumptions and actual calculation used to determine the projected patient volume.

**As previously mentioned, CTGI currently does not provide services to the Medicaid population. If the proposal is approved, CTGI will expand services to include the Medicaid population. As such, the Medicaid patient population mix is expected to increase from 0% (CY2014) to 3.5% from CY2015-2017. Projected case volume was modeled after CTGI Glastonbury. At CTGI Glastonbury, the Medicaid payer mix increased from 0% to 2.83% (FY2014)**

**as a result of the partnership with Hartford Hospital. It is anticipated that CTGI will serve a slightly higher number of Medicaid patients than Glastonbury CTGI.**

- d. If the proposal fails to provide or reduces access to services by Medicaid recipients or indigent persons, provide explanation for good cause for doing so. Note: good cause shall not be demonstrated solely on the basis of differences in reimbursement rates between Medicaid and other health care payers.

**The proposal does not fail to provide or reduce access to services by Medicaid recipients or indigent persons.**

**6. Financial Attachment I**

- 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.

**Please see Exhibit 11 for Financial Attachment I and related assumptions**

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

**Please see Exhibit 11 for Financial Attachment I and related assumptions.**

- c. Identify the entity that will be billing for the proposed service(s).

**CTGI will continue to bill for all services performed at the Bloomfield endoscopy center.**

- d) As a result of the proposal, will there be any change to existing reimbursement contracts between the Applicants and payers (e.g. Medicare, Medicaid, commercial)? Explain.

**As previously discussed, this proposal expands access to Medicaid and underserved patients residing in CTGI's service area.**

**There will be no change in existing reimbursement as a result of this proposal other than the expansion of services to Medicaid patients. CTGI commercial insurance contracts are multi-year and will not be impacted by this proposal.**

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

**There are no incremental losses projected as a result of this proposal.  
Approximately 3,000 cases are required to break even.**

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

**There are no incremental losses anticipated as a result of this proposal.**

g. Describe how this proposal is cost effective.

**As previously discussed in the application, this proposal will bring a number of efficiencies and cost savings to CTGI including:**

- 1. Lower costs for medical supplies, drugs, laundry services**
- 2. Enhanced infrastructure and cost savings on billing, legal services, compliance, accounting, marketing and other necessary functions that are essential to the effective operation of CTGI**

## List of Exhibits

1. Exhibit 1 – Copy of the Hartford Hospital license issued by the Connecticut Department of Public Health.

Exhibit 1- Copy of the Connecticut G.I. Endoscopy Center, LLC license issued by the Connecticut Department of Public Health

2. Exhibit 2 – Copies of the Hartford HealthCare and Hartford Hospital Board of Directors meeting minutes approving this proposal
3. Exhibit 3 – Copy of the CTGI Annual Meeting of Medical Staff approving this proposal
4. Exhibit 4 – Detailed Patient Origin Data by Town
5. Exhibit 5 – Copy of Hartford HealthCare’s Charity Care and Financial Assistance Policy
6. Exhibit 6 – A legal chart of corporate structure for each applicant prior to and as a result of this proposal
7. Exhibit 7 – A draft copy of the Purchase Agreement and Letter of Intent between Hartford Hospital and CTGI
8. Exhibit 8 – Copies of CVs for all key administrative, clinical and direct service personnel related to this proposal
9. Exhibit 9 - Copy of the IRS Determination letter for Hartford Hospital
10. Exhibit 10 – Copy of Internally prepared financial statements for CTGI.
11. Exhibit 11 - Financial Attachment I.
12. Exhibit 12 - Financial Attachment II.

Exhibit 1 – Copy of the Hartford Hospital license issued by the Connecticut Department of Public Health.

Exhibit 1- Copy of the Connecticut G.I. Endoscopy Center, LLC license issued by the Connecticut Department of Public Health

**STATE OF CONNECTICUT**

**Department of Public Health**

**LICENSE**

**License No. 0046**

**General Hospital**

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

Hartford Hospital of Hartford, CT d/b/a Hartford Hospital is hereby licensed to maintain and operate a General Hospital.

**Hartford Hospital** is located at 80 Seymour Street and 200 Retreat Avenue, Hartford, CT 06106.

The maximum number of beds shall not exceed at any time:

48 Bassinets  
819 General Hospital Beds

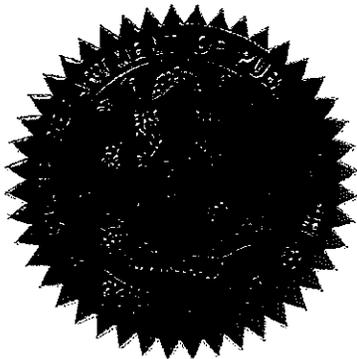
This license expires **December 31, 2015** and may be revoked for cause at any time.  
Dated at Hartford, Connecticut, January 1, 2014. RENEWAL.

**Satellites:**

West Hartford Surgery Center, 65 Memorial Road, Suite 500, West Hartford  
Hartford Hospital, 505 Willard Avenue, Bldg. 3, Newington

**License Revised to Reflect:**

Removed (1) Satellite - Duncaster Primary Care Satellite, 40 Loeffler Road, Bloomfield effective 10/1/13.



*Jewel Mullen MD*

Jewel Mullen, MD, MPH, MPA  
Commissioner

**STATE OF CONNECTICUT**

**Department of Public Health**

**LICENSE**

**LICENSE NO. 0300**

**Outpatient Surgical Facility**

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

CT GI Endoscopy Center, LLC of Bloomfield CT, d/b/a CT GI Endoscopy Center, LLC is hereby licensed to maintain and operate an Outpatient Surgical Facility.

**CT GI Endoscopy Center, LLC** is located at 4 Northwestern Drive, Bloomfield, CT 06002.

This license expires **March 31, 2015** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, April 1, 2013. RENEWAL

Waivers Sec. 19-13-D56 (b) (D)(5)(5) exp: n/a

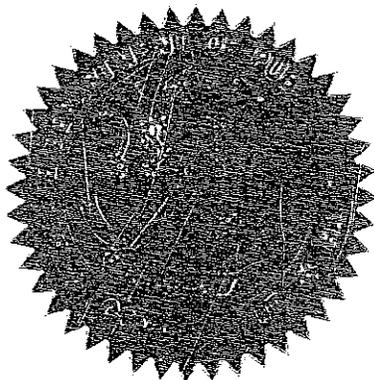
Waivers Sec. 19-13-D56 (b) (G)(1)(g) exp: n/a

Waivers Sec. 19-13-D56 (b) (E)(4) exp: n/a

Waivers Sec. 19-13-D56 (b) (E)(11) exp: n/a

Waivers Sec. 19-13-D56 (b) (E)(8) exp: n/a

Waivers Sec. 19-13-D56 (b) G)(1)(j) exp: n/a



*Jewel Mullen*

Jewel Mullen, MD, MPH, MPA  
Commissioner

Exhibit 2 – Copies of the Hartford HealthCare and Hartford Hospital Board of Directors meeting minutes approving this proposal

**HARTFORD HEALTHCARE CORPORATION  
BOARD OF DIRECTORS  
MINUTES OF MAY 29, 2013**

The Board of Directors ("Board") of Hartford HealthCare Corporation ("HHC") met on May 29, 2013 in the Board Room of the Hartford HealthCare System Support Office at One State Street, Hartford, Connecticut.

Directors present were: Ramani Ayer, William Conway M.D. (via conference telephone), Nancy Dean, John Dillaway, Laura Estes, Elliot Joseph, Brian MacLean, Lawrence McGoldrick, Elsa Nunez, John Patrick, Jr. and William Trachsel.

Directors excused were: David Hess and David Hyman, D.D.S.

Invited guests present were: James Blazar, James Cardon, M.D., Daphne Carter, Beth Chaty, Tracy Church, Jeffrey Flaks, Michael Irwin (Citigroup) (Strategy Session only), Margaret Marchak, Esq., Thomas Marchozzi, Rocco Orlando, M.D., Victor Radina (Citigroup) (Strategy Session only), Richard Stys and Luis Taveras.

***Information Redacted***

Mr. Brian MacLean reported that the Finance Committee reviewed and recommended approval of a resolution to form a new joint venture entity between Hartford Hospital and Connecticut G.I. Endoscopy Center, LLC to acquire an ownership interest in the existing Bloomfield Endoscopy Center

Mr. Ramani Ayer requested a motion to approve the Resolution related to the Hartford Hospital – Connecticut G.I. Endoscopy Center, LLC joint venture.

Upon motion duly made and seconded, it was unanimously

**VOTED:** to approve the Resolution of the HHC Board authorizing Hartford Hospital to proceed with the formation of a new subsidiary entity for the joint venture between Hartford Hospital and Connecticut G.I. Endoscopy Center, LLC and to file a Certificate of Need application for the joint venture, as presented.

**HARTFORD HOSPITAL  
BOARD OF DIRECTORS  
MINUTES OF MEETING OF JULY 15, 2013**

The Board of Directors (the "Board") of Hartford Hospital (sometimes referred to as "HH") met on July 15, 2013 in the Hartford Hospital Board Room. Directors present were Greg Deavens, Doug Elliot, Jeffrey Flaks, Greg Jones, Rebecca Lobo, James Loree, Stacy Nerenstone, MD, Jeffrey Nestler, MD, Lena Rodriguez and Andrew Salner, MD.

Excused were: Joseph Henry, Roger Klene, David McHale, Jarrod Post, MD and Wes Thompson.

Invited guests were: Gerry Boisvert, Cheryl Ficara, Carol Garlick, Karen Goyette, Elliot Joseph, Stuart Markowitz, MD, Margaret Marchak, Diana Niro, Dan Sorrenti, Rick Stys and Mary Ann Winters.

***Information Redacted***

**4.0 RESOLUTIONS**

**4.1 Certificate of Need Connecticut GI in Bloomfield**

Dr. Jeffrey Nestler left the room given his interest in this agenda item, as a principal in Connecticut GI (CTGI).

Mr. Flaks gave the context, noting that the GI Endoscopy ambulatory surgery center in Bloomfield as described in the Board binder relates to quality and access from a strategic perspective. He gave the background on the proposed joint venture with Connecticut GI Endoscopy Center, LLC to own and operate an Endoscopy Center in Bloomfield; a venture similar to that currently in place for the Glastonbury GI center. Mr. Flaks noted that the Board is being asked to vote to bring the project to a certificate of need.

Gerry Boisvert elaborated on the financial perspective. He noted that the HHC Finance Committee has reviewed the project and supports it. The Hartford Hospital Board's support would be subject to final negotiations. Greg Deavens noted that he was not present at the HHC Finance Committee meeting where it was discussed and supported.

Discussion ensued about CTGI's role, the nature of the joint venture, volume trends in this area of care and the level of risk. Dr. Salner noted that the GI doctors commit to donating a number of colonoscopies for patients who are underserved.

Upon motion duly made and seconded, it was unanimously

**VOTED:** to approve the resolution included in the Board binder to recommend to the HHC Board that HHC file a Certificate of Need for the establishment of a joint venture to operate

a GI Endoscopy ambulatory surgery center in Bloomfield, and to approve the expenditure of a sum not to exceed \$6,104,700 subject to negotiation of final agreement and receipt of a Certificate of Need.

Dr. Nestler returned to the room.

Exhibit 3 – Copy of the CTGI Annual Meeting of Medical Staff approving this proposal

CTGI Endoscopy Unit, LLC  
Annual Meeting of Medical Staff  
Minutes  
Monday 9/29/14 615-700pm

Present: Cappa, Ianello, Weiser, Karasik, Slater, Nestler, Sachdev, Chaletsky, Gelwan,  
Golioto, Feldman, Shapiro, Loewenthal, Selden  
Proxy Ballots: Cipolla, Smedley  
Absent: Israel

#### Agenda Draft

- 1) Call to Order 615pm
- 2) Approval of Minutes from 12/5/12 (VOTE #1) YES 16.5 No 0 Not Voting 1
- 3) Financial Data 2013 and YTD 6/30/14  
2014 YTD Revenue up 7.6%. Expenses up 2.5% Net Income up 14.1%  
2013 vs 2012 Revenue up 0.6%. Expenses up 7.8% Net Income down 7.4%
- 4) Volume 2013 and YTD 8/30/14  
2014 YTD 4179 vs 4051 up 128 +3.2%  
2013 vs 2012 6223 vs 6212 up 11 +1.8%
- 5) Credentialing & Privileging  
All credentialing and privileges reviewed on GI MDs, Anesthesia MDs and  
CRNAs. All were approved.
- 6) Risk Management, Quality, Safety  
Trending flow sheet reviewed and discussed.  
Plan on implementing GIQuic for quality measurements
- 7) Facility & Environmental Issues  
Committee reports reviewed
- 8) Agreements  
Insurance contracts reviewed.
- 9) Utilization Review improved from 71% in 2013 to currently 76%
- 10) Recommend Sale of 51% to Hartford Hospital (VOTE #2) YES 15 No 1.5 Not  
Voting 1
- 11) Meeting Adjourned 710pm

Submitted by,  
Joseph A. Cappa, MD.  
Medical Director

Exhibit 4 – Detailed Patient Origin Data by Town

**Patient Origin Data**

**Top 10 Towns Serviced in FY 2014 - CTGI Endoscopy Center, LLC**

<b>Town</b>	<b>County</b>	<b>%</b>	<b>Cases</b>
West Hartford	Hartford	16.9%	902
Windsor	Hartford	9.5%	506
Bloomfield	Hartford	7.0%	372
Simsbury	Hartford	6.0%	322
Avon	Hartford	4.8%	257
Hartford	Hartford	4.0%	216
Enfield	Hartford	3.1%	168
Farmington	Hartford	3.1%	164
Granby	Hartford	2.9%	153
Windsor Locks	Hartford	2.4%	129
<b>Total</b>		<b>59.7%</b>	<b>3,189</b>

*2,155 patients arrive from other towns*

**Total Cases                    5,344**

Exhibit 5 – Copy of Harford HealthCare’s Charity Care and Financial Assistance Policy

## **Hartford Healthcare Financial Assistance Policy**

**Update Date: 12/16/2010**

**Purpose:** The purpose of this Policy is to set forth the policy of Hartford Healthcare Corporation (sometimes referred to as the “System”) governing the provision of free or discounted Health Care Services to patients who meet the System’s criteria for Financial Assistance. Specifically, this Policy will describe: (i) the eligibility criteria for Financial Assistance, and whether such assistance includes free or discounted care; (ii) the basis for calculating amounts charged to patients; (iii) the method for applying for Financial Assistance from the System’s Hospitals; (iv) the actions the System may take in the event of non-payment, including collections action and reporting to credit agencies for patients that qualify for Financial Assistance; and (v) the System measures to widely publicize this Policy within the community served by Hartford Healthcare.

**Scope:** This Policy applies to all Hartford Health facilities Health Care Services regardless of the location at which they are being provided by the System.

### **Definitions:**

*“Charges”* means for a Health Care Service for a patient who is either Uninsured or Underinsured and who is eligible for Financial Assistance, the average of the System’s facility three best negotiated commercial payor rates for the Health Care Services.

*“Eligibility Criteria”* means the criteria set forth in this Policy to determine whether a patient qualifies for Financial Assistance for the Health Care Services provided by the System’s facility.

*“EMTALA”* means the Emergency Medical Treatment and Labor Act, 42 USC 1395dd, as amended from time to time.

*“Family”* means pursuant to the Census Bureau definition, a group of two or more people who reside together and who are related by birth, marriage, civil union or adoption. For purposes of this Policy, if the patient claims someone as a dependent on their income tax return, they may be considered a dependent for purposes of the provision of financial assistance.

*“Family Income”* means the following income when calculating Federal Poverty Level Guidelines of liquid assets: earnings, unemployment compensation, workers’ compensation, Social Security, Supplemental Security Income, public assistance, veterans’ payments, survivor benefits, pension or retirement income, interest, dividends, rents, royalties, income from estates, trusts, educational assistance, alimony, child support, assistance from outside the household, and other miscellaneous sources of income. If a person lives with a Family, Family Income includes the income of all Family members.

*“Federal Poverty Level Guidelines”* means the federal poverty level guidelines established by the United States Department of Health and Human Services.

*“Financial Assistance”* means free or discounted Health Care Services provided to persons who, pursuant to the Eligibility Criteria, the Hospital has determined to be unable to pay for all or a portion of the Health Care Services.

*“Free Bed Funds”* means any gift of money, stock, bonds, financial instruments or other property made by any donor to Hartford Healthcare facilities for the purpose of establishing a fund to provide medical care to an inpatient or outpatient of Hartford Healthcare.

*“Health Care Services”* means Hartford Healthcare facilities (i) emergency medical services as defined by EMTALA; (ii) services for a condition which, if not promptly treated, will result in adverse change in the health status of the individual; (iii) non-elective services provided in response to life-threatening circumstances in a non-emergency department setting; and (iv) medically necessary services as determined by the System facility on a case-by-case basis at the facility’s discretion.

*“Medically Indigent”* means persons whom the System facility has determined to be unable to pay some or all of their medical bills because their medical bills exceed a certain percentage of their Family Income or Family assets even though they have income or assets that otherwise exceed the generally applicable Eligibility Criteria for free or discounted care under the Policy.

*“Uninsured”* means a patient who has no level of insurance or third party assistance to assist in meeting his or her payment obligations for Health Care Services and is not covered by Medicare, Medicaid or Champus or any other health insurance program of any nation, state, territory or commonwealth, or under any other governmental or privately sponsored health or accident insurance or benefit program including, but not limited to workers’ compensation and awards, settlements or judgments arising from claims, suits or proceedings involving motor vehicle accidents or alleged negligence.

*“Underinsured”* means the patient has some level of insurance or third-party assistance but still has out-of-pocket expenses such as high deductible plans that exceed his or her level of financial resources.

**Policy:** It is Hartford Healthcare’s policy to provide Financial Assistance to all eligible individuals who are Uninsured, Underinsured, ineligible for a government program, or otherwise unable to pay for Health Care Services due to their limited financial resources. It is also the System’s policy to provide without discrimination care for emergency medical conditions (as defined by EMTALA) to individuals regardless of their eligibility for Financial Assistance under this Policy or for government assistance.

## **I. Determining Eligibility.**

In determining eligibility for Financial Assistance, it is important that both the System facility and the patient work collaboratively. Specifically, the System facilities

will do its best to apply the Eligibility Criteria in a flexible and reasonable manner and the patient will do its best in responding to Hartford Healthcare requests for information in a timely manner.

**1. Eligibility for Financial Assistance.** Individuals who are Uninsured, Underinsured, ineligible for any government health care benefit program and unable to pay for their Health Care Services may be eligible for Financial Assistance pursuant to this Policy. The granting of Financial Assistance shall be based upon an individualized determination of financial need, and shall not take into account age, gender, race, color, national origin, marital status, social or immigrant status, sexual orientation or religious affiliation.

**2. Process for Determining Eligibility for Financial Assistance.** In connection with determining eligibility for Financial Assistance, the System (i) will require that the patient complete an application for Financial Assistance along with providing other financial information and documentation relevant to making a determination of financial eligibility; (ii) may rely upon publicly available information and resources to determine the financial resources of the patient or a potential guarantor; (iii) may pursue alternative sources of payment from public and private payment benefit programs; (iv) may review the patient's prior payment history; and (v) may consider the patient's receipt of state-funded prescription programs, participation in Women, Infants and Children programs, food stamps, subsidized school lunches, subsidized housing, or other public assistance as presumptive eligibility when there is insufficient information provided by the patient to determine eligibility.

**3. Processing Requests.** Hartford Healthcare will use its best efforts to facilitate the determination process prior to rendering services so long as the determination process does not interfere with the provision of emergency medical services as defined under federal law. However, eligibility determinations can be made at any time during the revenue cycle. During the eligibility determination process, the System facilities will at all times treat the patient or their authorized representative with dignity and respect and in accordance with all state and federal laws.

**4. Financial Assistance Guidelines.** Eligibility criteria for Financial Assistance may include, but is not limited to, such factors as Family size, liquid and non-liquid assets, employment status, financial obligations, amount and frequency of healthcare expense (i.e. Medically Indigent) and other financial resources available to the patient. Family size is determined based upon the number of dependents living in the household. In particular, eligibility for Financial Assistance will be determined in accordance with the following guidelines:

*(a) Uninsured Patients:*

- (i) If Family income is at or below 250% of the Federal Poverty Level Guidelines, the patient may qualify for up to a 100% discount against the System facility's Charges for Health Care Services;

- (ii) If Family income is between 250% and 400% of the Federal Poverty Level Guidelines, the patient may qualify for up to a 50% discount against the System facility's Charges for Health Care Services;
- (iii) Patients may also qualify for Free Bed Funds in accordance with the Hartford Healthcare Free Bed Funds Policy; and
- (iv) Patients may have presumptive eligibility if they are homeless and have no assets or qualify for other means-tested government programs.

**(b) Underinsured Patients:**

- (i) Payment plans will be extended for any patient liability (including without limitation to amounts due under high deductible plans) identified in a manner consistent with the System's Payment Plan Policy;
- (ii) If Family Income is at or below 250% of the Federal Poverty Level Guidelines, the patient may qualify for up to a 100% discount against the lesser of (a) the account balance after insurance payments from third-party payors are applied; or (b) the Charges for the Health Care Services;
- (iii) If Family Income is between 250% and 400% of the Federal Poverty Level Guidelines, the patient may qualify for up to 50% discount against the lesser of (a) the account balance after insurance payments from third-party payors are applied; or (b) the Charges for the Health Care Services;
- (v) Patients may also qualify for Free Bed Funds in accordance with Hartford Healthcare Free Bed Funds Policy; and
- (vi) Patients may have presumptive eligibility if they are homeless and have no assets or qualify for other means-tested government programs.

- (c) **Medically Indigent:** Patients will be required to submit a Financial Assistance application along with other supporting documentation, such as medical bills, drug and medical device bills and other evidence relating to high-dollar medical liabilities, so that the Hartford Healthcare System Hardship Committee can determine whether the patient qualifies for Financial Assistance due to the patient's medical expenses and liabilities.

**II. Method for Applying for Financial Assistance.** Patients may ask any nurse, physician, chaplain, or staff member from Patient Registration, Patient Accounts, Office of Professional Services, Case Coordination, or Social Services about initiating the Financial Assistance application process. Information about applying for Financial Assistance is

also available online at [www.hartfordhealthcare.org](http://www.hartfordhealthcare.org). Signage and written information regarding how to apply for Financial Assistance will be available in Hartford Healthcare facilities' emergency service and patient registration areas. Once a patient or his or her legal representative requests information about Financial Assistance, a Financial Counselor will provide the patient or his or her legal representative with the Financial Assistance application along with a list of the required documents that must be provided to process the application. If the patient or his or her legal representative does not provide the necessary documentation and information required to make a Financial Eligibility determination within fourteen (14) calendar days of the Hartford Healthcare facility's request, the Financial Assistance application will be deemed incomplete and rendered void. However, if an application is deemed complete by the System facility, the System facility will provide to the patient or his or her legal representative a written determination of financial eligibility within five (5) business days. Decisions by the System facilities that the patient does not qualify for Financial Assistance may be appealed by the patient or his or her legal representative within fourteen (14) calendar days of the determination. If the patient or his or her legal representative appeals the determination, the Director of Patient Access will review the determination along with any new information and render a final decision within five (5) business days.

**III. Relationship to Hartford Healthcare Collection Practices.** In the event a patient fails to qualify for Financial Assistance or fails to pay their portion of discounted Charges pursuant to this Policy, and the patient does not pay timely their obligations to Hartford Healthcare, the System reserves the right to institute and pursue collection actions and to pursue any remedies available at law or in equity, including but not limited to, imposing wage garnishments or filing and foreclosing on liens on primary residences or other assets, instituting and prosecuting legal actions and reporting the matter to one or more credit rating agencies. For those patients who qualify for Financial Assistance and who, in the System's sole determination, are cooperating in good faith to resolve the System's outstanding accounts, the System facilities may offer extended payment plans to eligible patients, will not impose wage garnishments or liens on primary residences, will not send unpaid bills to outside collection agencies and will cease all collection efforts.

**IV. Publication and Education.** Hartford Healthcare facilities will disseminate information about its Financial Assistance Policy as follows: (i) provide signage regarding this Policy and written summary information describing the Policy along with financial assistance contact information in the Emergency Department, Labor and Delivery areas and all other System patient registration areas; (ii) directly provide to each patient written summary information describing the Policy along with financial assistance contact information in all admission, patient registration, discharge, billing and collection written communications; (iii) post the Policy on the System's web site with clear linkage to the Policy on the System's home page; (iv) educate all admission and registration personnel regarding the Policy so that they can serve as an informational resource to patients regarding the Policy; and (v) include the tag line "Please ask about our Financial Assistance Policy" in all Hartford Healthcare written advertisements.

**V. Relation to Free Bed Funds.** If a patient applies for Financial Assistance, Hartford Healthcare facilities will determine his or her eligibility for Financial Assistance and or Free Bed Funds.

**VI. Regulatory Compliance.** The System will comply with all state and federal laws, rules and regulations applicable to the conduct described in this Policy.

**Reviewed By:** Niobus Queiro, Revenue Cycle Director, Hartford Healthcare Corporation  
Shelly McCafferty, PFS Director, Hartford Healthcare Corporation  
Becky Peters, PAS Director, Hartford Hospital  
Joan Feldman, Legal Counsel to Hartford Healthcare Corporation

**Approved By:** \_\_\_\_\_ Thomas Marchozzi, EVP & CFO Hartford Healthcare Corp.

**Date:** \_\_\_\_\_ October 1, 2010 \_\_\_\_\_

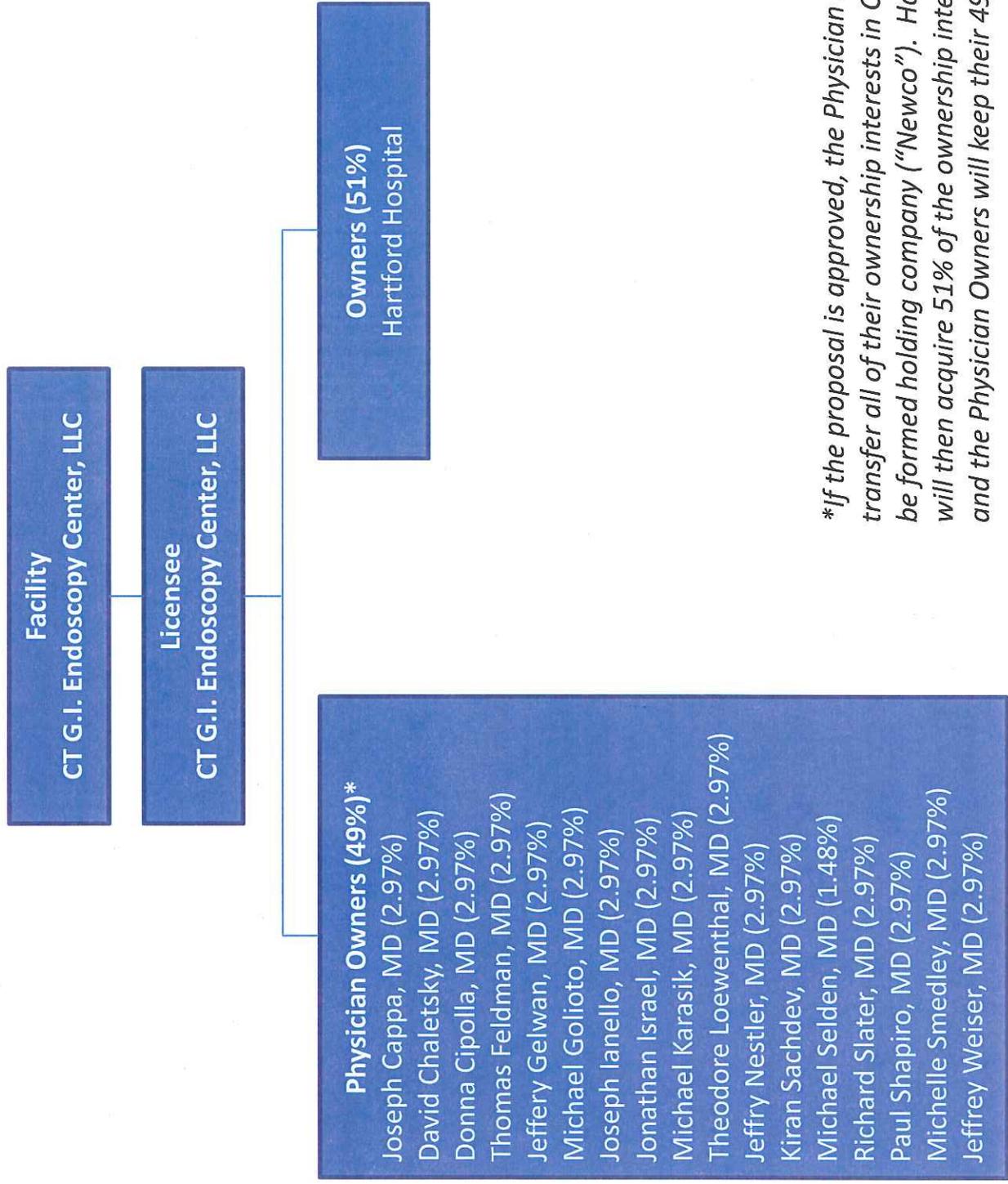
**Issued Date: 08/16/2010**

Exhibit 6 – A legal chart of corporate structure for each applicant prior to and as a result of this proposal

# CT G.I. Endoscopy Center, LLC: Current Organizational Structure



**CT G.I. Endoscopy Center, LLC: Organizational Structure (Post-Approval)**



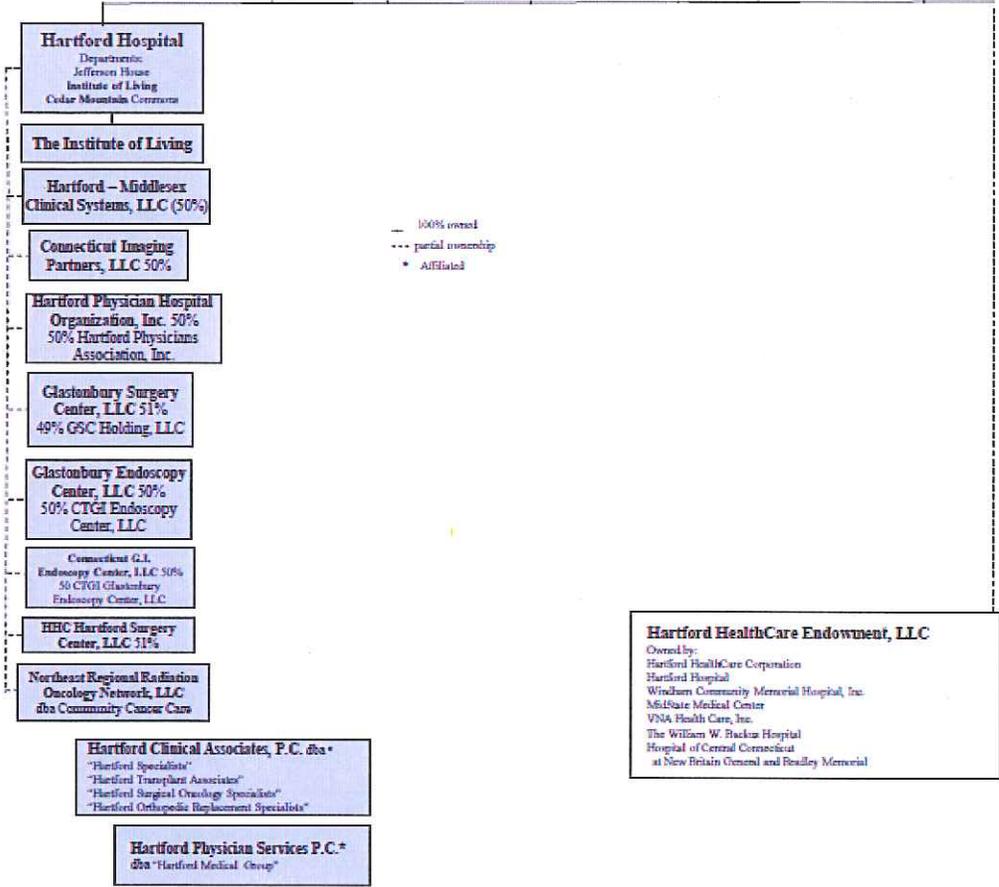
*\*If the proposal is approved, the Physician Owners will transfer all of their ownership interests in CTGI to a yet to be formed holding company ("Newco"). Hartford Hospital will then acquire 51% of the ownership interests in NewCo and the Physician Owners will keep their 49% interest.*

CORPORATE ORGANIZATION CHART

Legend

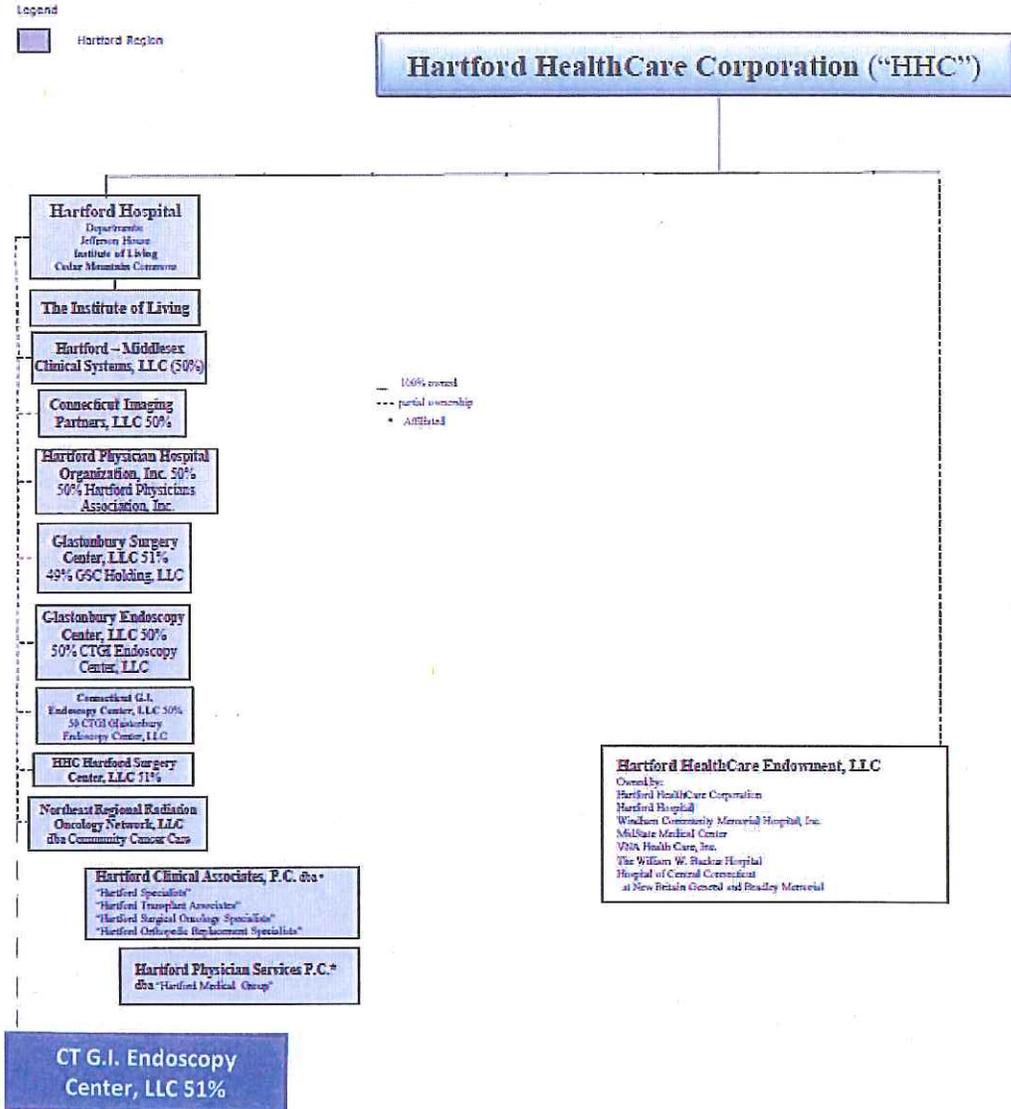
Hartford Region

**Hartford HealthCare Corporation ("HHC")**



# Hartford Hospital : Organizational Structure (Post-Approval)

## CORPORATE ORGANIZATION CHART



*\*If the proposal is approved, the Physician Owners will transfer all of their ownership interests in CTGI to a yet to be formed holding company ("Newco"). Hartford Hospital will then acquire 51% of the ownership interests in NewCo and the Physician Owners will keep their 49% interest.*

Exhibit 7 – A draft copy of the Purchase Agreement and Letter of Intent between Hartford Hospital and CTGI

DRAFT  
COPY

## PURCHASE AGREEMENT

### (Limited Liability Company Membership Interest)

THIS PURCHASE AGREEMENT (hereinafter this "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014 ("Execution Date"), by and between Hartford Hospital, a Connecticut nonstock corporation (hereinafter "Buyer"), and \_\_\_\_\_, a Connecticut limited liability company ("Seller").

#### RECITALS

1. A group of individual physicians and physician groups ("Physicians") are currently the sole members in Connecticut G.I. Endoscopy Center, LLC, a Connecticut limited liability company ("Company"), which operates an outpatient surgery center commonly known as Connecticut G.I. Endoscopy Center, LLC, located at 4 Northwestern Drive, Lower Level, Bloomfield, CT 06002 ("Facility").

2. The business and affairs of the Company are governed by an Operating Agreement dated \_\_\_\_\_, made between the members of the Company ("Operating Agreement").

3. Prior to or at Closing (as defined below), the Physicians will transfer their membership interests in the Company to Seller ("Physician Membership Interest Transfer").

4. Upon the Physician Membership Interest Transfer, Seller will be the sole member of the Company.

5. Seller desires to sell and Buyer desires to purchase fifty one (51%) percent of the membership interest in the Company in accordance with the terms of this Agreement.

In consideration of the mutual promises, representations, warranties, and covenants contained in this Agreement, the parties agree as follows:

#### ARTICLE I

##### PURCHASE OF MEMBERSHIP INTEREST

**Section 1.1 Sale and Purchase of Membership Interest.** The Seller agrees to sell, and the Buyer agrees to purchase, fifty one (51%) percent of the membership interest in the Company (the "Purchased Membership Interest").

**Section 1.2 Consideration.** The total consideration for the Purchased Membership Interest shall be Six Million One Hundred Four Thousand Seven Hundred and 00/100 (\$6,104,700.00) Dollars. The purchase price shall be paid as follows:

1.2-1 Five Million Seven Hundred Ninety-Nine Thousand Four Hundred Sixty-Five and 00/100 (\$5,799,465.00) Dollars shall be paid to Seller by Buyer by wire transfer on the Closing (as defined below), and

1.2-2 On the Closing (as defined below), Three Hundred Five Thousand Two Hundred Thirty Five and 00/100 (\$305,235.00) Dollars shall be withheld from the purchase price and placed into an escrow account ("**Escrow Reserve**"). The Escrow Reserve shall be retained by the Escrow Agent (as defined in the Escrow Agreement) for a period of twelve (12) months following the Closing, and not disbursed to Seller at Closing, in order to secure the obligations of Seller pursuant to Article VII. Any amounts of the Escrow Reserve (including interest thereon) remaining after satisfaction of the obligations hereof shall be disbursed to Seller at the end of such twelve (12) month period in accordance with and subject to the Escrow Agreement. The disposition of this Escrow Reserve shall be governed by an Escrow Agreement to be executed by the applicable parties at Closing in the form of Exhibit 1.2-2, which shall include \_\_\_\_\_ as escrow agent and which shall provide that the interest earned on escrowed funds shall belong to Seller.

**Section 1.3 Time and Place of Closing.** The closing ("Closing") shall take place at a time and place determined by the parties, upon completion of all contingencies set forth in Articles V and VI, below, and subject to each party's right to request a closing, but no later than \_\_\_\_\_, unless such date is extended by agreement of the parties. After the completion or waiver of all contingencies, either party may demand a closing by written notice to the other party, and the parties shall close within thirty (30) days of delivery of said notice.

**Section 1.4 Deliveries.** At the Closing, (i) the Seller will deliver to Buyer an assignment of the Purchased Membership Interest and the documents referred to in Article V below, (ii) Buyer will deliver to Seller the documents referred to in Article VI below, (iii) Buyer will deliver to Seller the purchase price specified in Section 1.2-1 above; and (iv) Buyer and Seller will execute the Escrow Agreement referred to in Section 1.2-2 and Buyer will fund the Escrow Reserve.

## ARTICLE II

### **REPRESENTATIONS AND WARRANTIES OF SELLER**

By execution of this Agreement, Seller represents and warrants to Buyer the following. The phrase "to the Seller's knowledge" or other similar phrases means the knowledge of the Seller, the Company and the Physicians:

#### **Section 2.1 Seller Transactional Representations and Warranties.**

2.1-1 *Organization, Authority and Capacity.* Seller is a Connecticut limited liability company, duly organized, validly existing and in good standing under the laws of the State of Connecticut. Seller has the full power and authority necessary to (i) execute, deliver and perform its obligations under this Agreement to be executed

and delivered by them; and (ii) carry on its business as it has been and is now being conducted and to own and lease the properties and assets which it now owns or leases.

- 2.1-2 *Authorization of Transaction.* This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and conditions. Seller has obtained all approvals necessary from the Company and its Members to perform its obligations hereunder. Seller need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement. The execution, delivery, and performance of this Agreement and all other agreements contemplated hereby have been duly authorized by Seller and its members.
- 2.1-3 *Non-contravention.* Neither the execution and the delivery of this Agreement nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller is subject to, or (ii) result in the imposition or creation of a lien upon or with respect to the Purchased Membership Interest.
- 2.1-4 *Brokers' Fees.* Neither Seller, nor anyone acting on behalf of Seller has done anything to cause or incur any liability to any party for any brokers' or finders' fees or the like in connection with this Agreement or any transaction contemplated hereby.
- 2.1-5 *Purchased Membership Interest.* As of the Closing, Seller will hold and own one hundred (100%) percent of the membership interest in the Company, free and clear of any restrictions on transfer or assignment, taxes, liens, options, warrants, purchase rights, contracts, commitments, equities, claims, and demands. Seller has not pledged all or any portion of the Purchased Membership Interest to any third party or pledged it to be used as security on any transaction and is not a party to any option, warrant, purchase right, or other contract or commitment that could require Seller to sell, transfer, assign, or otherwise dispose of any membership interest in the Company (other than this Agreement). Seller is not a party to any voting trust, proxy, or other agreement or understanding with respect to the voting rights attached to the Purchased Membership Interest as described in the Operating Agreement.

**Section 2.2 Absence of Conflicting Agreements or Required Consents.** Seller represents and warrants to Buyer that the execution, delivery and performance of this Agreement: (i) does not require the consent of or notice to any governmental or regulatory authority or any other third party other than (a) Certificate of Need approval from the Office of Health Care Access (“OHCA”), and (b) approval from the Accreditation Association for Ambulatory Health Care, Inc. (“AAAHHC”) (which approval Seller shall obtain prior to Closing); (ii) will not conflict with any provision in the Company’s Operating Agreement or Articles of Organization; (iii) will

not conflict with or result in a violation of any law, ordinance, regulation, ruling, judgment, order or injunction of any court or governmental instrumentality to which Company is subject or by which Company or any of its assets are bound; (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, require any notice under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license or permit to which Company is a party or by which Company or any of its assets are bound; and (v) will not create any lien, encumbrance or restriction upon any of the assets or properties of such Company.

**Section 2.3 Third Party Payers.** Seller represents and warrants to Buyer that the Company is certified for participation and reimbursement under Titles XVIII and XIX of the Social Security Act ("**Medicare and Medicaid Programs**") (Medicare and Medicaid Programs and such other similar federal, state or local reimbursement or governmental programs are hereinafter referred to collectively as the "**Government Programs**") and have current provider agreements for such Government Programs and with such private nongovernmental programs, including other private insurance programs, under which Company directly or indirectly is presently receiving payments (such nongovernmental programs herein referred to as "**Private Programs**").

Seller represents and warrants to Buyer that the Company is not in material violation, default, order or deficiency with respect to any of the items discussed in this Section 2.3; has not received any notice of any action pending or recommended to revoke, withdraw, suspend, or terminate participation in any Government or Private Program; and that no event has occurred which, with the giving of notice, the passage of time, or both, would constitute grounds for a material violation with respect to any Government or Private Program.

Except as set forth on Schedule 2.3, to Seller's knowledge, Company, during the past three (3) years, has not been the subject of any inspection, investigation, survey, audit, monitoring or other form of review regarding any Government or Private Program and Seller has not received any notice that a Government or Private Program intends to, or is contemplating to, undertake any inspection, investigation, survey, audit, monitoring or other form of review of the Company.

To Seller's knowledge, (i) all billing practices of Company with respect to Government and Private Programs have been in compliance with all applicable laws, regulations, and policies of such Government and Private Programs in all respects, and (ii) the Company has not billed or received any payment or reimbursement in excess of amounts allowed by law or such policy.

**Section 2.4 No Violation of Law.**

2.4-1 To Seller's knowledge, Company's operation is not currently in violation of any applicable local, state or federal law, ordinance, regulation, order, injunction or decree, or any other requirement of any governmental body, agency or authority or court binding on it, or relating to its property or business or its advertising, sales or pricing practices.

2.4-2 To Seller's knowledge, Company is not currently subject to any fine, penalty, liability or disability as the result of a failure to comply with any requirement of federal, state or local law or regulation nor has it received any notice of such noncompliance as a result of its operation of the Company.

**Section 2.5 Insurance Policies.** Company maintains general and professional, property loss and workers' compensation insurance with respect to its operation in such amounts, of such kinds and with such insurance carriers as generally deemed appropriate and sufficient for businesses of a similar size and activity. A summary of the Company's insurance policies are attached as Schedule 2.5 and Company shall maintain all such insurance policies with their current coverage limits through the Closing.

**Section 2.6 Licenses, Authorizations and Provider Programs.** To Seller's knowledge, Company has complied in all material respects with all laws, regulations, orders, and standards relating to the operation of the Facility. To Seller's knowledge, Company and Company's employees hold all licenses, permits, registrations, approvals, certificates, contracts, consents, accreditations, approvals, and franchises, including any necessary licenses or permits for all activities conducted by the Facility (collectively, the "Licenses and Permits") required to be held by it or them to conduct and operate the Facility in compliance with all applicable laws and regulations and for participation in the Government and Private Programs in which it participates, including, without limitation, all Licenses and Permits required by the State of Connecticut. Without limiting the generality of the foregoing, to Seller's knowledge, the Company has not received any notice that the facilities, equipment and operations of the Company or the Facility fail to satisfy all applicable licensing requirements of the State of Connecticut, the requirements for participation in the Government and Private Programs, and, to the knowledge of Seller, no event has occurred in the Facility that would be a required reportable event under Connecticut law and regulations or to any agency which has accredited the Facility. No notice from any authority in respect to the modification, revocation, termination, suspension, or limitation of any License or Permit has been issued or given, and Seller has no knowledge of any proposed or threatened issuance of any such notice. Except as provided in Schedule 2.6 to the contrary, none of the Licenses or Permits requires notice to, or the consent or approval of, any governmental agency or third party to any of the transactions contemplated hereby.

**Section 2.7 Inspections and Investigations.** To the Seller's knowledge, (i) The right of Company to receive reimbursements pursuant to any Government or Private Program has not been terminated or otherwise adversely affected as a result of any investigation or action whether by any federal or state governmental regulatory authority or other third party; (ii) nor has Company, during the past three (3) years, been the subject of any inspection, investigation, survey, audit, monitoring or other form of review by any governmental regulatory entity, trade association, professional review organization, accrediting organization or certifying agency based upon any alleged improper activity on the part of the Company or the Facility, nor has Company received any notice of deficiency from any such organization during the past three (3) years in connection with its operations; (iii) that as of the Closing there will not be any outstanding deficiencies or work orders of any governmental authority having jurisdiction over Company requiring conformity to any applicable agreement, statute, regulation, ordinance or bylaw, including but not limited to, the Government and Private Programs; and (iv) there is not any

notice of any claim, requirement or demand of any licensing or certifying agency or other third party supervising or having authority over any Company or its operations to rework or redesign any part thereof or to provide additional furniture, fixtures, equipment, appliances or inventory so as to conform to or comply with any existing law, code, rule, regulation or standard.

**Section 2.8 Financial Statements.** Attached hereto as Schedule 2.8 are the financial statements of Company for the year ended \_\_\_\_\_, which reflect the results of operations and financial condition of the Company for such periods and at such dates ("**Financial Statements**"). To Seller's knowledge, the Financial Statements present fairly in all material respects the results of the operations of Company for the periods then ended, and are in accordance with the books and records of Company, which have been properly maintained and are complete and correct in all material respects.

Except as set forth on Schedule 2.8, to Seller's knowledge, since \_\_\_\_\_:

(i) There has been no material adverse change in the working capital, financial condition, assets, liabilities (whether absolute, accrued, contingent, or otherwise), reserves, business, prospects, or operations of the Company;

(ii) Company has not suffered any material casualty loss (whether or not such loss or damage shall have been covered by insurance) or waiver by the Company of extraordinary rights of value that affects the ability of Company to conduct its business;

(iii) Company has not incurred any material liability or obligation of any nature (whether absolute, accrued, contingent, or otherwise), except in the ordinary and regular course of Company's business;

(iv) Company has not paid any amount to any federal, state, or local government or authority or any other third party for any claim, obligation, liability, loss, damage, or expenses, of whatever kind or nature, incurred or imposed or based upon any provision of federal, state, or local law or regulations or common law pertaining to environmental protection;

(v) There has not been any material transaction by Company relating to the Facility or its business outside the ordinary course of the Company's business;

(vi) There has not been any default under any indebtedness of the Company, or any event which, with the lapse of time, giving of notice, or both, could constitute such a default;

(vii) There has not been a change in Company's method of accounting; and

(viii) There has not been an agreement by Company to do any of the foregoing.

**Section 2.9 No Undisclosed Liabilities.** Except as listed on Schedule 2.9, to the knowledge of Seller, Company has no material liabilities or obligations, whether accrued, absolute, contingent or otherwise, except for liabilities and obligations incurred in the ordinary course of its business, including trade payables.

**Section 2.10 Litigation, Etc.** Except as listed on Schedule 2.10 hereto, Company has no claims, lawsuits, actions, arbitrations, administrative or other proceedings pending against it and that, except as listed on Schedule 2.10, to the knowledge of Seller, (i) no such matter

described in the previous sentence is threatened and there is no basis for any such action; and (ii) there are no governmental or administrative investigations or inquiries pending that involve Company. Except as listed on Schedule 2.10, there are no current judgments against or consent decrees binding on Company, its assets, or, to the knowledge of Seller, any licensed professionals of the Company.

**Section 2.11 Personal Property.** To Seller's knowledge:

2.11-1 Company (i) has good and valid title to all of the personal and mixed, tangible and intangible property, rights and assets which it purports to own, including all the personal property and assets reflected in the Financial Statements; and (ii) owns such rights, assets and personal property free and clear of all liens, encumbrances or restrictions of any nature whatsoever (except for current year ad valorem taxes). All of the assets of the Company, whether owned or leased, are in the possession and control of Company and are located at the Company's current operating location.

2.11-2 Company's assets (including all buildings and improvements in connection therewith) are in good operating condition and repair, ordinary wear and tear excepted, and such assets include all rights, properties, interests in properties, and assets necessary to continue operation of the Company after the Closing as presently conducted.

**Section 2.12 Employment and Labor Matters.**

2.12-1 To the knowledge of Seller, Company is in compliance in all material respects with all applicable laws respecting employment and employment practices, terms and conditions of employment, wages and hours, occupational safety and health, including laws concerning unfair labor practices within the meaning of Section 8 of the National Labor Relations Act, and the employment of non-resident aliens under the Immigration Reform and Control Act of 1986.

2.12-2 Except as disclosed on Schedule 2.12-2, to the knowledge of Seller,

- (i) There are no charges, governmental audits, investigations, administrative proceedings or complaints concerning Company's employment practices pending or threatened before any federal, state or local agency or court that could reasonably be expected to have a material adverse effect on the operation of the Company, financial or otherwise, and, to the knowledge of Seller, no basis for any such matter exists;
- (ii) There are no inquiries, investigations or monitoring of activities of any licensed, registered, or certified professional personnel employed by, credentialed or privileged by, or otherwise affiliated with Company pending or threatened by any state professional board or agency charged with regulating the professional activities of health care practitioners;

- (iii) Company is not a party to any union or collective bargaining agreement, and no union attempts to organize the employees of Company has been made, nor are any such attempts now threatened; and
- (iv) Company has not experienced any organized slowdown, work interruption, strike, or work stoppage by its employees.

2.12-3 To Seller's knowledge, Company has complied with any and all applicable federal and state employment tax obligations and other fees, if any, and Company has paid all unemployment taxes and any interest due thereunder.

**Section 2.13 Employee Benefit Matters.**

2.13-1 Company maintains a profit sharing plan for certain employees, the terms of which are set forth in Schedule 2.13-1 attached hereto and incorporated herein. Company maintains no other employee pension benefit plans.

2.13-2 Company maintains no employee welfare benefit plans.

2.13-3 Except as set forth in Section 2.13-1 above, Company maintains no compensation programs and/or employment arrangements (including but not limited to, any written or unwritten incentive compensation, fringe benefit, payroll or employment practice, bonus, severance, sick pay, salary continuation, deferred compensation, supplemental executive compensation plans, employment agreements and consulting agreements for the benefit of their officers, directors, employees, former employees, or independent contractors).

2.13-4 Neither Company nor any ERISA Affiliate contributes or has contributed within the last five (5) years to any multi-employer plan, as defined by Section 3(37) of ERISA. "ERISA Affiliate" means, with respect to the Company, any other person that, together with Company, would be treated as a single employer under Internal Revenue Service Code Section 414.

**Section 2.14 Taxes.**

2.14-1 The Company has timely filed all tax returns that it was required to file. All such tax returns were correct and complete in all respects. All taxes owed by the Company (whether or not shown or required to be shown on any tax return) have been paid. The Company currently is not the beneficiary of any extension of time within which to file any tax return. No claim has ever been made by an authority in a jurisdiction where the Company does not file tax returns that it is or may be subject to taxation by that jurisdiction. There are no liens on any of the Assets that arose in connection with any failure (or alleged failure) to pay any tax.

2.14-2 The Company has withheld and paid all taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor,

creditor, member, or other third party, and all Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

2.14-3 The Company, and no members, manager, or officers (or employee responsible for tax matters) of the Company, expects any authority to assess any additional taxes for any period for which tax returns have been filed. There is no dispute or claim concerning any tax liability of the Company either (A) claimed or raised by any authority in writing or (B) as to which any member of the Company and the manager or officers, if any (and employees responsible for tax matters) of the Company has knowledge based upon personal contact with any agent of such authority. No tax returns of the Company are currently the subject of audit.

### ARTICLE III

#### **REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer hereby represents and warrants to Seller as follows:

**Section 3.1 Organization, Authority and Capacity.** Buyer is a Connecticut nonstock corporation, duly organized, validly existing and in good standing under the laws of the State of Connecticut. Buyer has the full power and authority necessary to (i) execute, deliver and perform its obligations under this Agreement to be executed and delivered by them; and (ii) carry on its business as it has been and is now being conducted and to own and lease the properties and assets which it now owns or leases.

**Section 3.2 Authorization and Validity.** The execution, delivery and performance of this Agreement has been duly authorized by all necessary actions by Buyer. This Agreement constitutes the legal, valid and binding obligations of Buyer, enforceable in accordance with its respective terms, except as may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally, or as may be modified by a court of equity.

**Section 3.3 Absence of Conflicting Agreements or Required Consents.** The execution, delivery and performance by Buyer of this Agreement: (i) does not require the consent of or notice to any governmental or regulatory authority or any other third party; (ii) will not conflict with any provision of Buyer's governing documents; (iii) will not conflict with or result in a violation of any law, ordinance, regulation, ruling, judgment, order or injunction of any court or governmental instrumentality to which Buyer is a party or by which Buyer is bound; (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, require any notice under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, license or permit to which Buyer is a party; and (v) will not create any lien, encumbrance or restriction upon any of the assets of Buyer.

**Section 3.4 Litigation and Claims.** There are no known claims, lawsuits, actions, arbitrations, administrative or other proceedings, governmental investigations or inquiries pending or threatened against Buyer which could (i) affect the performance by Buyer of its obligations under this Agreement; or (ii) materially and adversely affect the condition of Buyer

(financially or otherwise), and, to the knowledge of Buyer, there is no basis for any such action or any state of facts or occurrence of any event which might give rise to the foregoing.

**Section 3.5 Compliance with Legal Requirements.** To the knowledge of Buyer, Buyer is in compliance with all applicable legal requirements, except where the failure to comply with such legal requirements has not had and could not reasonably be expected to have a material adverse effect on Buyer. Buyer has not received any notice or any communication from any governmental authority regarding any actual or possible violation of, or failure to comply with, any legal requirement, except where failure to comply with such legal requirement has not had and could not reasonably be expected to have a material adverse effect on Buyer.

**Section 3.6 Brokers' and Finders' Fees.** Neither Buyer, nor anyone acting on behalf of the Buyer, has done anything to cause or incur any liability to any party for any brokers' or finders' fees or the like in connection with this Agreement or any transaction contemplated hereby.

**ARTICLE IV**

**OTHER AGREEMENTS**

**Section 4.1 Pre-Closing.** The parties agree as follows with respect to the period between the execution of this Agreement and the Closing.

4.1-1 *General.* Each of the parties will use its best efforts to take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the Closing conditions set forth in Articles V and VI below).

4.1-2 *Notices and Consents.* Seller will cause Company to give any notices to third parties, and will cause Company to use its best efforts to obtain any necessary third party consents. Buyer will use commercially reasonable efforts to obtain a Certificate of Need to acquire the Purchased Membership Interest by \_\_\_\_\_. Each of the parties will (and Seller will cause Company to) give any notices to, make any filings with, and use its best efforts to obtain any authorizations, consents, and approvals of governments and governmental agencies required to consummate this transaction. Seller will, and will cause the Company to, cooperate with Buyer regarding Certificate of Need filings with the State of Connecticut.

4.1-3 *Operation of Business.* Seller will not cause or permit Company to engage in any practice, take any action, or enter into any transaction outside the ordinary course of business except as otherwise approved by the Buyer in writing (which approval will not be unreasonably withhold, conditioned or delayed). Without limiting the generality of the foregoing, Seller will not cause or permit Company to sell, assign, or transfer any of its membership interest from the effective date of this Agreement through Closing or merge or consolidate or agree to merge or consolidate with or into any other entity.

4.1-4 *Preservation of Business.* Seller will cause Company to keep its business and properties substantially intact, including its present operations, physical facilities, working conditions, insurance policies, and relationships with lessors, licensors, suppliers, customers, and employees.

4.1-5 *Distributions.* Other than in the ordinary course of business or as provided in Section 4.2-3, the Company will not make any cash distributions to the Seller which would result in the net cash of the Company as of Closing being less than One Hundred Fifty Thousand and 00/100 (\$150,000.00) Dollars.

4.1-6 *Full Access.* Seller will permit, and Seller will cause Company to permit, representatives of Buyer (including legal counsel and accountants) to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations of Company, to all premises, properties, personnel, books, records (including tax records), contracts, and documents of or pertaining to Company.

4.1-7 *Notice of Developments.* Each party will give prompt written notice to the others of any material adverse development causing a breach of any of his or its own representations and warranties in Article II or III above. No disclosure by any party pursuant to this Section 4.1-7, however, shall be deemed to amend or supplement any schedule or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

4.1-8 *Exclusivity.* Seller will not (and Seller will not cause or permit Company to) (i) solicit, initiate, or encourage the submission of any proposal or offer from any person relating to the acquisition of any membership interest, or any substantial portion of the assets, of Company (including any acquisition structured as a merger, or consolidation) or (ii) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any person to do or seek any of the foregoing. Seller will not vote in favor of any such acquisition. Seller will notify Buyer immediately if any person makes any proposal, offer, inquiry, or contact with respect to any of the foregoing.

4.1-9 *Tax Matters.* Without the prior written consent of Buyer, Company shall not make or change any election, change an annual accounting period, adopt or change any accounting method, file any amended tax return, enter into any closing agreement, settle any tax claim or assessment relating to Company, surrender any right to claim a refund of taxes, consent to any extension or waiver of the limitation period applicable to any tax claim or assessment relating to Company, or take any other similar action relating to the filing of any tax return or the payment of any tax, if such election, adoption, change, amendment, agreement, settlement, surrender, consent or other action would have the effect of increasing the tax liability of Company for any period ending after the Closing or decreasing any tax attribute of Company existing on the Closing.

**Section 4.2 Post-Closing Agreements.**

4.2-1 *General.* In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the parties will take such further action (including the execution and delivery of such further instruments and documents) as any other party reasonably may request, all at the sole cost and expense of the requesting party (unless the requesting party is entitled to indemnification therefor under Article VII below).

4.2-2 *Litigation Support.* In the event and for so long as any party actively is contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand in connection with (i) any transaction contemplated under this Agreement or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing involving Company, each of the other parties will cooperate with him or it and his or its counsel in the contest or defense, make available their personnel, and provide such testimony and access to their books and records as shall be necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending party (unless the contesting or defending party is entitled to indemnification therefor under Article VII below).

4.2-3 *Net Cash Payment and Accounts Receivable/Payable.* Immediately prior to the Closing, Company shall pay to Seller an aggregate amount equal to Seller's good faith estimate of the excess (if any) of (i) the consolidated cash of Company as of the Closing over (ii) One Hundred Fifty Thousand (\$150,000.00) Dollars in cash in the Company bank account for the purpose of the continuous operation of the Company. The parties agree that all (i) accounts receivable of Company for services rendered prior to the Closing, but which may not yet be collected, and (ii) current trade payables (i.e., those payables which arose in the normal course of business prior to the Closing Date, and would not have been paid in the normal course of business consistent with the Company's historical practices prior to the Effective Date), shall be retained by the Company as part of the continuous operation of the business, and are not to be collected by or paid to the Seller at or following the Closing.

**ARTICLE V**

**CONDITIONS TO OBLIGATIONS OF BUYER**

The obligation of Buyer to consummate the transaction contemplated herein is subject to the satisfaction or waiver, at Closing, of each of the following conditions (or waiver of such condition by Buyer in writing):

(i) the representations and warranties set forth in Article II above shall be true and correct in all material respects at and as of the Closing, except to the extent that such representations and warranties are qualified by terms such as "material" and "material adverse effect," in which case such representations and warranties shall be true and correct in all respects at and as of the Closing;

(ii) Seller shall have performed and complied with all of the covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by terms such as "material" and "material adverse effect," in which case Seller shall have performed and complied with all of such covenants in all respects through the Closing;

(iii) no action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement, (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, (C) affect adversely the right of Buyer to own the Purchased Membership Interest, or (D) affect adversely the right of Company to own its assets and to operate its business (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect);

(iv) Seller shall have delivered to Buyer a certificate to the effect that each of the conditions specified above in Article V(i)-(iii) is satisfied in all respects;

(v) Buyer shall have received approval from the Office of Health Care Access for the Certificate of Need to acquire an ownership interest in the Facility and the Company shall have received approval from AAHC related to the acquisition of the ownership interest in the Facility by Buyer;

(vi) Buyer shall have completed its ninety (90) day due diligence with respect to the purchase of the Purchased Membership Interest in the Company without terminating this Agreement pursuant to Section 8.1-2;

(vii) all actions to be taken by the Seller in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby shall be reasonably satisfactory in form and substance to Buyer;

(viii) Seller shall have delivered to Buyer a copy of the Amended and Restated Operating Agreement signed by the Seller as attached as Exhibit 5(viii) ("**Amended and Restated Operating Agreement**");

(ix) Seller shall have delivered to Buyer a certificate of an officer or Member of the Company and Seller, respectively, dated as of the Closing, in form and substance reasonably satisfactory to Buyer, as to any resolutions of the members or other authorizing body of the Company and Seller relating to this Agreement and transactions contemplated hereby;

(x) Between the date of this Agreement and the Closing there shall not have occurred any damage, destruction, or loss, whether or not covered by insurance, which has had or may reasonably be expected to have a material adverse effect on the business of the Facility or any prospects of the Company, nor shall there have occurred any other event or condition which has had or which reasonably may be expected to have a material adverse effect on the results of

operations, condition (financial or otherwise), business, or prospects of the Company, including, but not limited to the occurrence of a "reportable event" as described above in Section 2.6. Seller shall promptly reveal to Buyer any such events, incidents, or situations of which it has actual knowledge prior to Closing;

(xi) As of the Closing, the Company will have at least One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) in cash reserves;

(xii) Each Schedule to this Agreement shall be considered a part hereof as if set forth herein in full. Each Schedule hereto shall be updated by Seller or Buyer and such updates shall be subject to reasonable approval by Buyer as of Closing. Notwithstanding any other provision herein to the contrary, all Schedules or other instruments provided for herein and not delivered at the time of execution of this Agreement or which are incomplete at the time of execution of this Agreement shall be delivered or completed as soon as practicable, in any event on or before Closing; and it shall be deemed a condition precedent to the Closing hereunder that each such updated or completed Schedule or other instrument shall meet with the approval of Buyer (which approval shall not be unreasonably denied), provided that once a Schedule or other instrument is approved by Buyer, Buyer shall not thereafter be allowed to disapprove such Schedule; and

(xiii) the simultaneous closing of the Membership Interest Purchase Agreement between CTGI Glastonbury Endoscopy Center, LLC, Hartford Hospital and Glastonbury Endoscopy Center, LLC dated \_\_\_\_\_, 2014 (the "Glastonbury Purchase Agreement").

## ARTICLE VI

### CONDITIONS TO OBLIGATIONS OF SELLER

The obligation of Seller to consummate the transactions to be performed by them in connection with the Closing is subject to satisfaction of the following conditions (or waiver of such conditions by Seller in writing):

(i) the representations and warranties set forth in Article III above shall be true and correct in all material respects at and as of the Closing, except to the extent that such representations and warranties are qualified by terms such as "material" and "material adverse effect," in which case such representations and warranties shall be true and correct in all respects at and as of the Closing;

(ii) Buyer shall have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by terms such as "material," in which case Buyer shall have performed and complied with all of such covenants in all respects through the Closing;

(iii) no action, suit, or proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or

charge would (A) prevent consummation of any of the transactions contemplated by this Agreement or (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation (and no such injunction, judgment, order, decree, ruling, or charge shall be in effect);

(iv) Buyer shall have delivered to Seller a certificate to the effect that each of the conditions specified above in Article VI(i)-(iii) is satisfied in all respects;

(v) all actions to be taken by Buyer in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to the Seller;

(vi) Buyer shall have received approval from the Office of Health Care Access for the Certificate of Need to acquire an ownership interest in the Facility and the Company shall have received approval from AAHC related to the acquisition of the ownership interest in the Facility by Buyer;

(vii) Buyer shall have delivered an executed copy of the Amended and Restated Operating Agreement signed by the Buyer; and

(viii) the simultaneous closing of the Glastonbury Purchase Agreement.

## ARTICLE VII

### ALLOCATION OF LOSS/PROFIT AND INDEMNIFICATION

#### Section 7.1 Tax Distribution; Proration; Cut off of Revenue and Operating Expense.

7.1-1 The parties acknowledge and agree that as of the Closing, the Company shall convert from cash basis accounting to accrual basis accounting which conversion may result in the Company, for tax purposes, realizing additional taxable income. The parties agree that the Company will make an additional distribution to the Seller, as the Class B Member of the Company, equal to the following: fifty (50%) percent times the sum of (a) the expected collectable value of the Company's accounts receivable as of the end of its tax year (in accordance with the process attached at Exhibit 7.1-1); (b) any expenses which would have been deductible under cash basis accounting but are not deductible under accrual basis accounting; less (c) any expenses which are deductible under accrual basis accounting but not deductible under cash basis accounting. The calculation of this one time distribution will be made within thirty (30) days of the end of the Company's fiscal year and paid within thirty (30) days of the completion of the calculation. Upon payment of this distribution, the Class B Member's Capital Account (as defined in the Amended and Restated Operating Agreement) shall be adjusted in accordance with the Amended and Restated Operating Agreement.

7.1-2 All risk of loss, and all revenue, income and profit, and all debts, liabilities and obligations of Company incurred prior to Closing, and all expense, federal, state, and local sales, use, excise, and other taxes, properly accrued and allocable to the operation of Company's business prior to Closing, shall be allocated, paid or distributed to or by, as applicable, Seller. For example, if after the Closing, there is a Medicare audit of a period prior to the Closing that results in \$100,000 being due to Medicare, the entire \$100,000 would be the responsibility of the Seller and Buyer would bear none of the costs associated with the audit or the results of the audit. If the audit resulted in \$100,000 payment to the Company for a period prior to Closing, the entire audit results (and the cost associated with the audit) would be allocated to the Seller for determination of profits and losses and neither would be included in the determination of the profits and losses allocated to Buyer pursuant to the Company's Amended and Restated Operating Agreement.

7.1-3 All risk of loss, and all revenue, income and profit, and all expense, federal, state, and local sales, use, excise, and other taxes, properly accrued and allocable to the operation of the Company's business after Closing, shall be allocated, paid or distributed to or by, as applicable, the then current members of the Company under the terms of the Amended and Restated Operating Agreement (as it may be amended from time to time).

7.1-4 For any revenues or expenses incurred after the Closing which arose from a period of time encompassing the operation of the Company's business prior to and after the Closing which cannot otherwise be directly allocated to either prior to or after the Closing periods, such revenues and expenses shall be allocated between the two time periods (i.e., the prior to and after Closing time periods) on a pro rata basis (e.g., if the applicable time period encompasses three months prior to and three months after the Closing, the revenues and/or expenses will be allocated fifty (50%) percent to each time period).

7.1-5 Notwithstanding the foregoing, Buyer's profit or loss from the operation of the Company shall not be affected by debts, liabilities, expenses or other obligations of the Company that are paid after Buyer becomes a member of the Company, but which debts, liabilities, expenses or other obligations arose out of the operation of the Company before Buyer became a member of the Company and such debts, liabilities, expenses or other obligations shall be accrued and allocable solely to Seller in accordance with Section 7.1 of this Agreement and Article IX of the Amended and Restated Operating Agreement. The parties agree that allocation of profit and loss to Buyer and Seller after Closing pursuant to the Amended and Restated Operating Agreement shall be adjusted as necessary to effectuate this Section 7.1. In furtherance of the foregoing, to the extent the Company is unable to make distributions of all or a portion of the profit of the Company allocated to the Buyer as a result of losses related to operations prior to Buyer becoming a member of the Company, such shortfall will be paid by Seller to Buyer out of the Escrow Reserve or, if the Escrow Reserve is insufficient to cover such shortfall or the Escrow Reserve no longer exists, out of future profits allocated to the Seller until Buyer's shortfall is fully paid, and Seller's Capital Account (as defined in the Amended and Restated Operating Agreement) shall be reduced by the amount thereof.

**Section 7.2 Survival of Representations and Warranties.** All of the representations and warranties of the parties contained in this Agreement shall survive the Closing hereunder and

continue in full force and effect for one (1) year thereafter (subject to any applicable statutes of limitations) except for the representations and warranties set forth in Sections 2.1-1, 2.1-2, 2.1-5, 3.1 and 3.2 which representations and warranties shall survive forever.

**Section 7.3 Indemnification Provisions for Buyer's Benefit.**

Seller shall indemnify, defend, and hold harmless Buyer, its members, directors, agents, successors, and assigns, against any and all loss, injury, diminution in value, liability, claim, damage, or expense (including, without limitation, reasonable attorney fees), interest, court costs, and amounts paid in settlement of claims by third parties ("Losses") suffered or incurred by Buyer, or its members, directors, agents, successors or assigns resulting from or arising out of any material breach of any of its obligations, covenants, representations, or warranties contained herein. In no event shall Seller's aggregate liability for indemnification of Losses under this Section 7.3 exceed Six Hundred Ten Thousand Four Hundred Seventy and 00/100 (\$610,470.00) Dollars except for Losses (a) related to fraud, criminal actions, or intentional misrepresentations, in which case the liability of Seller shall be unlimited or (b) related to any breaches of Sections 2.1-1; 2.1-2 or 2.1-5 which liability for indemnification of Losses may not exceed aggregate purchase price set forth in Section 1.2.

**Section 7.4 Indemnification Provisions for Seller's Benefit.** Buyer shall indemnify, defend, and hold harmless Seller, its members, directors, agents, successors, and assigns, against any and all loss, injury, diminution in value, liability, claim, damage, or expense (including, without limitation, reasonable attorney fees), interest, court costs, and amounts paid in settlement of claims by third parties ("Losses") suffered or incurred by Seller, or its members, directors, agents, successors or assigns resulting from or arising out of any material breach of any of its obligations, covenants, representations, or warranties contained herein. In no event shall Buyer's aggregate liability for indemnification of Losses under this Section 7.4 exceed Six Hundred Ten Thousand Four Hundred Seventy and 00/100 (\$610,470.00) Dollars except for Losses (a) related to fraud, criminal actions, or intentional misrepresentations, in which case the liability of Buyer shall be unlimited or (b) related to any breaches of Sections 3.1 and 3.2 which liability for indemnification of Losses may not exceed the aggregate purchase price set forth in Section 1.2.

**Section 7.5 Indemnification Provisions as Sole and Exclusive Remedy.** The sole remedy of each party hereunder for any and all claims for monetary damages (other than claims arising from fraud or intentional misrepresentation on the part of a party hereto in connection with the transactions contemplated by this Agreement) with respect to the transactions contemplated by this Agreement shall be the indemnity set forth in Section 7.3 and Section 7.4, above, and neither the Buyer nor the Seller will have any other entitlement, remedy or recourse, whether in contract, tort or otherwise, against the other parties with respect to the transactions contemplated by this Agreement, all of such remedies, entitlements and recourse being expressly waived by the parties hereto to the fullest extent permitted by law. Notwithstanding the foregoing, nothing in this Section 7.5 shall limit any party's right to seek and obtain any equitable relief to which any party shall be entitled (including, without limitation, obtaining payment for reasonable attorney fees associated with enforcement of this Agreement). Furthermore, nothing in this Section 7.5 shall limit the allocation of Seller's future profit to Buyer pursuant to Section 7.1. Moreover, the Buyer acknowledges that it has had the opportunity to

conduct due diligence and investigation with respect to the Company, and in no event shall the Seller have any liability to the Buyer with respect to a breach of representation, warranty or covenant under this Agreement to the extent that the Buyer knew of such breach as of the completion of its due diligence period. Seller, on behalf of itself and its members, hereby agrees that it and its members will not make any claim for indemnification against Company by reason of the fact that it was a director, officer, employee, or agent of any such entity or was serving at the request of any such entity as a partner, trustee, director, officer, employee, or agent of another entity (whether such claim is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses, or otherwise and whether such claim is pursuant to any statute, charter document, bylaw, agreement, or otherwise) with respect to any action, suit, proceeding, complaint, claim, or demand brought by Buyer against the Seller or its members (whether such action, suit, proceeding, complaint, claim, or demand is pursuant to this Agreement, applicable law, or otherwise).

**Section 7.6 Survival** Except as set forth in Section 7.2, this Article VII will survive the Closing without limitation.

**ARTICLE VIII**

**TERMINATION**

**Section 8-1 Termination of Agreement.** The parties may terminate this Agreement as provided below:

8.1-1 Buyer and Seller may terminate this Agreement by mutual written consent at any time prior to the Closing;

8.1-2 Buyer may terminate this Agreement by giving written notice to Seller on or before the ninetieth (90th) day following the Execution Date of this Agreement if Buyer, in its sole discretion, is not satisfied with the results of its business, legal, accounting, and any other due diligence regarding the Company and Seller;

8.1-3 Buyer may terminate this Agreement by giving written notice to Seller if Buyer is unable to obtain Certificate of Need approval from the Office of Health Care Access from the State of Connecticut;

8.1-4 Buyer may terminate this Agreement by giving written notice to Seller at any time prior to the Closing (A) in the event Seller has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, Buyer has notified Seller of the breach, and the breach has continued without cure for a period of thirty (30) days after the notice of breach; (B) in the event any update to the Schedules or instruments pursuant to Article V(xii) is deemed unacceptable by Buyer; or (C) if the Closing shall not have occurred on or before \_\_\_\_\_, by reason of the failure of any condition precedent under Article V hereof (unless the failure results primarily from Buyer itself breaching any representation, warranty, or covenant contained in this Agreement); and

8.1-5 Seller may terminate this Agreement by giving written notice to Buyer at any time prior to the Closing (A) in the event Buyer has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, Seller has notified Buyer of the breach, and the breach has continued without cure for a period of 30 days after the notice of breach or (B) if the Closing shall not have occurred on or before \_\_\_\_\_, by reason of the failure of any condition precedent under Article VI hereof (unless the failure results primarily from Seller breaching any representation, warranty, or covenant contained in this Agreement).

8.1-6 This Agreement shall automatically terminate in the event the Glastonbury Purchase Agreement is terminated for any reason effective as of the date of the termination of the Glastonbury Purchase Agreement.

If any party terminates this Agreement pursuant to Section 8.1 above, all rights and obligations of the parties hereunder shall terminate without any liability of any party to any other party (except for any liability of any party then in breach and any liabilities and obligations that expressly survive the Closing pursuant to this Agreement).

**Section 8.2 Default and Remedy.** In the event that either party fails to perform such party's respective obligations set forth herein (except as excused by the other's default), the party claiming default shall make written demand for performance. If the Seller fails to comply with such written demand within thirty (30) days after receipt thereof, the Buyer will have the option to waive such default, demand and sue for specific performance, sue for damages, or to terminate this Agreement. If the Buyer fails to comply with such written demand within thirty (30) days after receipt thereof, the Seller will have the option to waive such default, demand and sue for specific performance, sue for damages, or terminate this Agreement.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

**Section 9.1 Notices.** Any notice sent in accordance with the provisions of this Section 9.1 shall be deemed to have been received (even if delivery is refused or unclaimed) on the date which is (i) the date of proper posting, if sent by certified U.S. mail or by Express U.S. mail or private overnight courier; or (ii) the date on which sent, if sent by facsimile transmission, with confirmation and with the original to be sent by certified U.S. mail, addressed as follows:

**If to Seller:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If to Buyer:**

\_\_\_\_\_

---

---

Any party hereto may change its address specified for notices herein by designating a new address by notice in accordance with Section 9.1.

**Section 9.2 Expenses.** Each of the parties hereto shall bear and pay all costs and expenses incurred by it or on its behalf in connection with the transactions contemplated hereunder.

**Section 9.3 Further Assurances.** Each party covenants that at any time, and from time to time, after the Closing, it will execute such additional instruments and take such actions as may be reasonably requested by the other parties to confirm or perfect or otherwise to carry out the intent and purposes of this Agreement.

**Section 9.4 Waiver.** Any failure on the part of any party to comply with any of its obligations, agreements or conditions hereunder may be waived by any other party to whom such compliance is owed. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

**Section 9.5 Assignment.** This Agreement shall not be assignable by any of the parties hereto without the written consent of all other parties, provided that Buyer may assign its rights and obligations under this Agreement without the consent of Seller to any direct or indirect subsidiary or affiliate of Buyer. No such assignment shall relieve Buyer of its obligations hereunder.

**Section 9.6 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns. This Agreement shall survive the Closing and not be merged therein.

**Section 9.7 Headings.** The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and are not a part of this Agreement.

**Section 9.8 Entire Agreement.** All Schedules and Exhibits attached to this Agreement are by reference made a part hereof. This Agreement and the Exhibits, Schedules, certificates and other documents delivered pursuant hereto or incorporated herein by reference, contain and constitute the entire agreement among the parties and supersede and cancel any prior agreements, representations, warranties, or communications, whether oral or written, among the parties relating to the transactions contemplated by this Agreement. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an agreement in writing signed by the party against whom or which the enforcement of such change, waiver, discharge or termination is sought.

**Section 9.9 Governing Law, Severability.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Connecticut. The provisions of this Agreement are severable and the invalidity of one or more of the provisions herein shall not have any effect upon the validity or enforceability of any other provision.

**Section 9.10 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** each of the parties has caused this Agreement to be executed on its behalf and its corporate seal to be hereunto affixed and attested by officers thereunto as of the day and year first above written.

**SELLER**

---

**BUYER**

---

## Amended and Restated Letter of Intent

February 13, 2013

This Amended and Restated Letter of Intent (this "Letter") amends and restates that certain Letter of Intent dated November 21, 2012 between Hartford Hospital (the "Hospital") and Connecticut G.I. Endoscopy Center, LLC ("CTGI") (the "Existing LOI") and sets forth certain nonbinding understandings and certain binding agreements with respect to the proposed joint venture between the Hospital and CTGI.

### PART I NONBINDING PROVISIONS

The following numbered paragraphs of this Letter (collectively, the "Nonbinding Provisions") reflect our mutual understanding of the matters described therein, but each party acknowledges that the Nonbinding Provisions are not intended to create or constitute any binding obligation by or between the Hospital and CTGI and neither the Hospital nor CTGI shall have any liability with respect to the Nonbinding Provisions except as expressly set forth in a fully integrated, definitive agreement and other related documents (the "Definitive Agreements"), if any, that are prepared, authorized, executed and delivered by and among all contemplated parties relating to the transaction contemplated hereby. If the Definitive Agreements are not prepared, authorized, executed and delivered for any reason or no reason, no party to this Letter shall have any liability to any other party to this Letter based upon, arising from, or relating to the Nonbinding Provisions. The acceptance by the Hospital or CTGI of partial performance by the other party will not create any binding obligations upon either party with respect to the Nonbinding Provisions. No oral or implied contract will be formed in respect of the Nonbinding Provisions regardless of any statements made by any party. Parol evidence and extrinsic evidence shall not be admissible to show agreement by and between the parties to the Nonbinding Provisions.

1. Proposed Transaction. CTGI would contribute all of its assets and rights related to the operation of a facility for the provision of endoscopic and related care and support services (including, without limitation, the applicable real property lease, personal property, equipment and employees) (the "Business") to a to-be formed Connecticut limited liability company ("Newco") in exchange for a 49% ownership interest in Newco and the Hospital would contribute \$6,104,700 to Newco in exchange for a 51% ownership interest in Newco.

2. Proposed Form of Definitive Agreements. The Definitive Agreements would be substantially the same as the definitive agreements entered into in connection with the Hospital's acquisition of a 50% interest in the Glastonbury Endoscopy Center, LLC (as modified in connection with the Hospital's acquisition of an additional 1% interest in the Glastonbury Endoscopy Center, LLC). The Hospital shall prepare the initial drafts of the Definitive Agreements.

3. Conditions to Proposed Transaction. The obligation of the Hospital to execute the Definitive Agreements and to consummate the transaction contemplated hereby is subject to customary conditions including, but not limited to, the following: (a) the completion of legal and business due diligence, the results of which are satisfactory to the Hospital in its sole and

absolute discretion, and the Hospital's receipt of all necessary approvals to consummate the contemplated transaction (which may be withheld (for any reason or no reason) in its sole and absolute discretion); (b) the negotiation, execution and delivery of the Definitive Agreements containing terms and conditions acceptable to the Hospital; (c) no material adverse change in CTGI or the business, condition, assets, operations or prospects of CTGI or Newco shall have occurred; (d) CTGI and Newco receiving all of the consents required in connection with the contemplated transaction (including an affirmation by each of CTGI's members to the non-competition covenant in Newco's Operating Agreement); and (e) the completion of a fair market valuation of Newco on behalf of the Hospital.

## PART II BINDING PROVISIONS

Upon execution by the Hospital and CTGI of this Letter, the following lettered paragraphs of this Letter (collectively, the "Binding Provisions") will constitute the binding and enforceable agreement of the Hospital and CTGI (in recognition of the significant costs to be borne by the Hospital and CTGI in pursuing this proposed transaction and in further consideration of their mutual undertakings as to the matters described herein).

A. Nonbinding Provisions Not Enforceable. The Nonbinding Provisions do not create or constitute any binding obligation between the Hospital and CTGI and neither the Hospital nor CTGI shall have any liability to the other with respect to the Nonbinding Provisions unless and until the Definitive Agreements, if successfully negotiated, are executed and delivered by all of the contemplated parties. If the Definitive Agreements are not authorized, executed and delivered for any reason, no party to this Letter shall have any liability based upon, arising from, or relating to the Nonbinding Provisions.

B. Access. Upon reasonable advance notice, CTGI shall provide the Hospital with reasonable access during normal business hours to the facilities, books and records of CTGI and shall cause the officers, members, managers, employees, accountants and other agents and representatives of CTGI to cooperate with the Hospital and its representatives in connection with their due diligence investigation of CTGI and its assets, contracts, liabilities, operations, records and other aspects of its business. The Hospital shall be under no obligation to continue with its due diligence investigation or negotiations regarding the Definitive Agreements if, at any time, the results of its due diligence investigation are not satisfactory to the Hospital for any reason in its sole and absolute discretion.

C. Exclusive Dealing. CTGI shall not, directly or indirectly, through any representative, agent, officer, member, manager, employee or otherwise, solicit or entertain offers from, negotiate with or in any manner encourage, discuss (other than with its professional advisers), accept or consider any proposal of any other person or entity relating to a joint venture related to the Business or the acquisition of CTGI, any of CTGI's assets, any of CTGI's equity interests or the enterprise value of CTGI, in whole or in part, whether through direct purchase, license, merger, consolidation, other business combination or otherwise (a "Proposal"). CTGI shall promptly inform any third party making any Proposal that it is prohibited from discussing such Proposal with the third party due to this Exclusive Dealing provision and CTGI shall likewise inform the Hospital of any Proposal that CTGI or any of its representatives, agents, officers, members, managers or employees receives.

D. Conduct of Business. Until the Definitive Agreements have been duly executed and delivered by all of the parties or the Binding Provisions have been terminated pursuant to

Paragraph G below, (a) CTGI shall conduct its business only in the ordinary course consistent with past practices and shall not engage in any extraordinary transactions and (b) CTGI shall not sell, assign or otherwise transfer any of its assets outside of the ordinary course of business consistent with past practices or authorize, declare or pay any dividend or other distribution of cash or other property in respect of its equity interests.

E. Disclosure. Except as and to the extent required by law or to its professional advisers, lenders, officers, members, managers and employees, without the prior written consent of the other party, neither the Hospital nor CTGI shall, directly or indirectly, make any comment, statement or communication with respect to the existence of discussions regarding a possible transaction between the parties or any of the terms, conditions or other aspects of the transaction proposed in this Letter.

F. Costs. Each of the Hospital and CTGI shall be responsible for, and bear, all of its own costs and expenses (including any broker's or finder's fee) incurred in connection with the proposed transaction, including expenses of its representatives, incurred at any time in connection with pursuing or consummating the proposed transaction.

G. Termination. The Binding Provisions:

- (a) may be terminated by mutual written consent of the Hospital and CTGI;
- (b) may be terminated by the Hospital if it has elected not to pursue the contemplated transaction; or
- (c) shall be terminated upon written notice by either party to the other party to this Letter if the Definitive Agreements have not been executed by March 31, 2013;

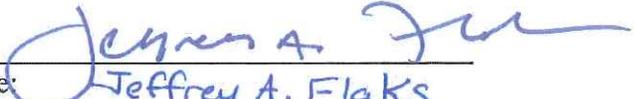
provided, however, that the termination of the Binding Provisions shall not affect the liability of a party for breach of any of the Binding Provisions prior to the termination. Upon termination of the Binding Provisions, the parties shall have no further obligations hereunder, except as stated in Paragraphs E, F and G, which shall survive any such termination.

This Letter shall expire unless it is returned executed by CTGI to the Hospital prior to 5:00 p.m. (Eastern time) on February \_\_, 2013.

This Letter constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof and any other written or oral agreement relating to the subject matter hereof existing between the parties (including, without limitation, the Existing LOI) is expressly canceled. The Existing LOI is hereby amended in its entirety and restated herein.

The parties have agreed to the terms of this Letter as of the date first above written.

**HARTFORD HOSPITAL**

By:   
Name: Jeffrey A. Flaks  
Title: President & CEO

**CONNECTICUT G.I. ENDOSCOPY CENTER, LLC**

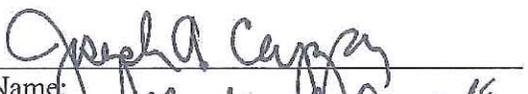
By:   
Name: Joseph A. Capozzi  
Title: Medical Director

Exhibit 8 – Copies of CVs for all key administrative, clinical and direct service personnel related to this proposal

# Rocco Orlando, III, M.D., F.A.C.S.

## CURRICULUM VITAE

### PERSONAL DATA:

Date of Birth: January 7, 1953  
Spouse: The Rev. Joanne Papanek Orlando  
Home Address: 25 Drumlin Road, So. Glastonbury, CT 06073  
Office Address: One State Street, Suite 19, Hartford, CT 06103

Licensure: Connecticut, July, 1980  
Board Certification: General Surgery, 1984, Recertification, 1993, 2003  
Added Qualification in Surgical Critical Care, 1987  
Recertification 1997, 2006

### PROFESSIONAL:

April 10, 2012 to present Senior Vice President and Chief Medical Officer  
Hartford HealthCare

April 1, 2010- Jan 9, 2012 Senior Vice President and Chief Medical Officer  
Hartford Hospital  
Hartford, Connecticut

January 1998 – Feb. 2010 Vice-President, Connecticut Surgical Group  
Hartford, Connecticut

November 2007-2009 President, Medical Staff, Hartford Hospital,  
November 1999 - Nov. 2001 Hartford, Connecticut

November 2005- Nov. 2007 Vice President, Medical Staff, Hartford Hospital  
November 1997-Nov. 1999 Hartford, Connecticut

July 1984 - Present Senior Attending Staff, Hartford Hospital,  
Hartford, Connecticut

July 1984 - Present Attending Staff, John Dempsey Hospital,  
University of Connecticut Health Center,  
Farmington, Connecticut

October 1987 - Present Associate Director, Surgical Intensive  
Care Unit, Hartford Hospital  
Hartford, Connecticut

September 2003 - Present Professor of Clinical Surgery  
University of Connecticut School of Medicine

July 1984 - June 1985 Associate Director, Surgical Intensive  
Care Unit, Hartford Hospital,  
Hartford, Connecticut

**PROFESSIONAL:** (continued)

- |                       |   |
|-----------------------|---|
| July 1985 - Sept 1987 | Co-Director, Surgical Intensive Care Unit, Hartford Hospital, Hartford, Connecticut     |
| July 1996-present     | Courtesy Medical Staff<br>CT Children's Medical Center                                  |
| September 1991-2003   | Associate Professor of Clinical Surgery<br>University of Connecticut School of Medicine |
| July 1984 - 1991      | Assistant Professor of Surgery,<br>University of Connecticut School of Medicine,        |

**PROFESSIONAL SOCIETIES:**

- Fellow, American College of Surgeons
  - Board Member Connecticut Chapter ACS 1991-1998
- Fellow, American Association for the Surgery of Trauma
- New England Surgical Society
  - Executive Committee, 2009-present
  - Program Committee, 2003-2008, Chair 2007
- Society of Critical Care Medicine
  - Education Committee 1996 - 2001
- Connecticut Society of American Board Surgeons
  - Secretary Treasurer, 1991-1993
  - President, 1994-1995
- Hartford County Medical Association
- Connecticut State Medical Society
- American Medical Association
- Society of American Gastrointestinal and Endoscopic Surgeons
  - Legislative Committee, 2003-present, Co-Chair, 2005-07
  - Technology Committee 1998-2003
  - Ergonomics Task Force 1998-2003
  - Outcomes Committee 2003-present
  - SAGES representative Am. Coll. Surgeons Surgical Quality Alliance 2006-present
- Hartford Medical Society,
- State Committee on Trauma, American College of Surgeons
  - Social and Political Affairs Subcommittee,
- Connecticut Critical Care Society, Director 1986-87
- Eastern Association for the Surgery of Trauma
  - Program Committee, 1989-1990
- Connecticut Thoracic Society
- New England Chapter, Society of Critical Care Medicine

**HOSPITAL COMMITTEES:**

- Hartford Hospital Board of Directors: 1997-2001, 2005-2009
- Chair, Perioperative Services Committee: 1996-2010
- Executive Committee, Dept. of Surgery: 1994-2007
- Medical Capital Equipment Steering Group 2001-2009
- Clinical Information Steering Committee 2001-2006
- Trauma Committee: 1984-2010
- Executive Committee Medical Staff Council: 1993-2008
- Oversight Board, Institute for Outcomes Research
- Co-Chairman, Risk Management Committee: 1999-2001, 2007-08
- Re-Engineering Steering Committee: 1999-2000
- SICU Collaborative Practice Committee
- Joint Conference Committee: 1993-2002, 2005-08
- Research Committee: 1991-1999
- Medical Capital Equipment Committee: 1993-1999
- Utilization Review Committee: 1985-1997
- ICU Coordinating Committee: 1989-1996
- Medical Staff Council: 1991-1999
- Kiwanis Pediatric Trauma Center Committee: 1984-1996
- Medical Records Committee: 1989-1993
- Supply Standards Committee: 1984-1999
- Scientific Review Committee: 1984-1992
- Helicopter Review Committee: 1984-1990
- Transfusion Medicine Committee: 1984-1989

**CSG COMMITTEES:**

- Board of Directors 1995-2010
- Risk Management Committee 2005-2010(chair)
- Clinical Practice Committee 2001-present (chair 2001-2007)

**OTHER COMMITTEES:**

- Oversight Committee, Connecticut Children's Medical Center 2004-05
- Ambulatory Experience Committee (MAX) Univ. of Conn. School of Medicine: 1994-1995
- Surgical Advisory Board, ConnectiCare: 1990-1993
- Payment of New Technologies Committee, ConnectiCare: 1991-1993
- Quality Assurance Committee, Kaiser Permanente Northeast Region: 1993-1996
- Program Committee, New England Critical Care Society: 1993

**POST GRADUATE TRAINING:**

July 1983 - June 1984

Fellow in Critical Care Medicine, University of Miami-Jackson Memorial Medical Center, Miami, FL.

July 1982 - June 1983

Chief Resident in General Surgery, Hartford Hospital-University of Connecticut, Hartford, CT.



Upjohn Intern of the Year, 1979.

**PUBLICATIONS:**

1. Orlando, III, R., and Welch, John P. Welch. "Carcinoma of the Stomach After Gastric Operation." *Am. J. Surg.* 141:487-92, 1981.
2. Orlando, III, R., and A. David Drezner. "Intra-aortic Balloon Counter-pulsation in Blunt Cardiac Injury." *J. Trauma.* 23:424-27, 1983.
3. Orlando, III, R., Pastuszak, W., Preissler, P., and John P. Welch. "Gastric Lymphoma: a Clinico-pathologic Reappraisal." *Am. J. Surg.* 143:450-455, 1982.
4. Rosenberg, J., Orlando, III, R., Ludwig, M., and Ludwig J. Pyrtek. "Parathyroid Cysts." *Am. J. Surg.* 143:473-80, 1982.
5. Orlando, III, R., Gleason, E., and A. David Drezner. "Acute Acalculous Cholecystitis in the Critically Ill Patient." *Am. J. Surg.* 145:472-476, 1983.
6. Orlando, III, Rocco. "Smoke Inhalation Injury." *Emerg. Care Quart.* 1:22-30; 1985.
7. Orlando, III, R., Chinniah, N., Riegle, C., and Barbara Morris. "High Frequency Jet Ventilation: Case Studies." *Curr Rev Resp Ther*, 1986.
8. Orlando, III, Rocco. "Mixed Venous Oximetry in Critically Ill Surgical Patients: "High Tech" Cost Effectiveness." *Arch Surg.* 121:470-471, 1986.
9. Sardella, W. V., Ciccarelli, O., Rosenberg, J., Drezner, A. D., and Rocco Orlando, III. "A Rational Approach to Tracheostomy in the Surgical Intensive Care Unit." *Proceeding of New England Surgical Society*, 1985.
10. D'Angio, R., and Rocco Orlando, III. "Fluid Resuscitation: Colloid Versus Crystalloid." *Conn Med.* 50:689-691, 1986.
11. Crepps, T., Welch, J. P., and Rocco Orlando, III. "Management and Outcome of Retroperitoneal Abscesses." *Ann Surg.* 205:276-281, 1987.
12. Orlando, III, R., Gluck, E. H., Cohen, M., and C. G. Mesologites. "Ultra-High Frequency Jet Ventilation in a Bronchopleural Fistula Model." *Arch Surg.* May, 1988.

13. Vignati, P. V., Orlando, III, R., and Kenneth A. Kern. "Guidelines for Administration of Total Parenteral Nutrition Measured versus Predicted Energy Needs." *Current Surgery*. April, 1988.
14. Yuk, J., Nightingale, C. H., Yeston, N.S., Quintilliani, R., Orlando, III, R., Sweeney, K. R., Dobkin, E. D., Kambe, J.C., and Elizabeth Buonpane. "The Absorption of Ciproflaxin in Normal and Critically Ill Individuals Receiving Nasogastric or Nasoduodenal Enteral Nutrition." *J. Diag Microbiol Infect Dis*. 13:1990.
15. Dobkin, E. D., Valcour, A., Roher McCloskey, C., Allen, L., Kambe, J. C., Gleason, E., Orlando, III, R., Berger, R., and Neil S. Yeston. "Does pH Paper Accurately Reflect Gastric Ph." *Crit. Care Med*. Accepted for publication. 18(9):985-988, 1990.
16. Korst, R., Orlando, III, R., Yeston, N., Molin, M., DeGraff, A., and E. Gluck. "Validation of Respiratory Mechanics Software Microprocessor Controlled Ventilators." *Crit. Care Med* 90:271, 1992.
17. Bartlett R., Quintilliani, R., Nightingale, C., Platt, D., Crowe, H., Grotz, R., Orlando, III, R., Strycharz, C., Tetreault, J., and Lerer, T. "Effect of Providing Recommendation for Antimicrobial Therapy in Bacteriology Laboratory Reports." *J. Diag Microbiol Infect Dis*. 14:157-166, 1991.
18. Grotz, R., MacDermid, R., Orlando, III, R., and Ludwig Pyrtok. "Choledochal Cyst Diagnosed in Pregnancy." *Connecticut Medicine*. 55:262-266, 1991.
19. Orlando, III, R., Russell, J., Lynch, J., and Mattie, A. "Laparoscopic Cholecystectomy a Statewide Experience." *Arch Surgery*. 128:494-9, 1993.
20. Fritts, L., and Rocco Orlando, III. "Laparoscopic Appendectomy." *Arch Surgery*. 128-521-5, 1993.
21. Safran, D., Sgambatti, S., and Rocco Orlando, III. "Laparoscopic Surgery in High Risk Cardiac Patients." *Surg, Gynecol Obstet*. 177: 1993.
22. Orlando, III, R., Welch, J. P., Akbari, C., Bloom, G. P., and William P. Macaulay. "Techniques and Complications of Open Packing in Infected Pancreatic Necrosis." *Surg, Gynecol Obstet*. 179:65-71, 1993.
23. Safran, D., and Rocco Orlando, III. "Physiologic Effects Pneumoperitoneum." *Am. J. Surg*. 167:281-287, 1994.
24. Robbins, J. M., Keating, K., Orlando, III, R., Corvo, P., Schenarts, P., and Neil S. Yeston. "Effects of Blood Transfusion on Oxygen Delivery and Oxygen Consumption in Critically Ill Surgical Patients." *Contemporary Surgery*. 43(5):272-326, November 1993.

25. Simchuk, E.J., Welch, J.P., and Orlando. R. "Ante Partum Diagnosis of Pancreatic Carcinoma: A Case Report." *Conn. Med.* 59:259-62, 1995.
26. Orlando, R., and J.C. Russell. "Cost-effective Approach to Laparoscopic Cholecystectomy." *Surg Clin North Amer.* 76:117-128, 1996.
27. Orlando, R., Arillaga, A., Charash, W.E., and F.A. Luchette. "Hemostasis in Trauma Surgery." *Contemporary Surgery.* 51:49-64, 1997.
28. Orlando, R., and Crowell, K. "Laparoscopy in the Critically Ill." *Surg. Endosc.* 11:1072-4, 1997.
29. Orlando, R, Ahmad A, Bloom, GP, Welch JP. "Laparoscopic repair of paraesophageal hernia". *Proceedings of the 6th World Congress of Laparoscopic Surgery.* pp 249-252, 1998.
30. Orlando R, "Enteral Nutrition: Should we feed the stomach?" (editorial) *Crit Care Med.* 27: 334-335, 1999.
31. Antonetti, MC, Killelea B, Orlando R. "Hand-Assisted Laparoscopic Liver Surgery". *Arch Surg.* 137:407-412, 2002.
32. Orlando R, "Ventilators: How clever, how complex?" (editorial). *Crit Care Med.* 31:2704-5, 2003.
33. Orlando R, Eddy VA, Jacobs LM Jr, Stadelmann WK, "The abdominal compartment syndrome." *Arch Surg.* 139:415-22, 2004.
34. Marshall W, Orlando R, "B-Natriuretic peptide as a marker of heart failure: not so specific after all." *Crit Care Med* 30:2249, 2006
35. Velanovich V, Morton JM, McDonald M, Orlando R, Maupin G, Traverso W, "Analysis of the SAGES outcomes initiative cholecystectomy study." *Surg Endosc.* 20:43-50, 2006.
36. Poultsides G, Bloom GP, Orlando R. "Laparoscopic resection of gastroduodenal tumors". *Surg Endosc.* 21:1275-9, 2007.
37. Poultsides G, Brown M, Orlando, R. "Hand Assisted laproscopic management of liver tumors". *Surg Endosc.* 2007.
38. Poultsides G, Orlando R, Hallisey M, Vignati P. "Arteriographic embolization for upper gastrointestinal bleeding." *Arch Surg* 143:457-461 2007.

**ABSTRACTS:**

1. Orlando, III, R., and A. David Drezner, "Intra-aortic Balloon Counter-pulsation in Cardiac Contusion." *Crit. Care Med.* 9:254, 1981.
2. Dake, A., Gleason, E., Orlando, R., and Neil S. Yeston. "Transcutaneous Monitoring in Critically Ill Surgical Patients." *Chest.* October, 1989.
3. Rocco Orlando, III. "Clinical Utility of Simultaneous Arterial and Venous Oximetry." *Crit. Care Med.* 14:340, 1986.
4. Orlando, III, R., Conte, C. C., and Lenworth M. Jacobs. "MUGA Scans in the Diagnosis of Cardiac Contusion." *J. Trauma.* 24:652, 1984.
5. Orlando, III, R., Nelson, L. D., and Joseph M. Civetta. "Invasive Pre-operative Evaluation of High Risk Patients." *Crit. Care Med* 13:263, 1985.
6. Koenig, W., Adams, K., Platt, D., Drezner, A. D., and Rocco Orlando, III. "Fungal Infections in the SICU." *Crit. Care Med.* 14:330, 1986.
7. Orlando, III, R., Drezner, A. D., Riley, B., Lawrence, D., and Quinn, A. "High Tech Beds: Clinical Effects and Cost Effective Allocation." *Crit. Care Med* 15:350, 1987.
8. Orlando, III, R., Schwartz, R., Lee, M., and Lenworth Jacobs. "The Role of the Flight Physician in Helicopter Critical Care Transport." *Crit. Care Med.* 15:367, 1987.
9. D'Angio, R., Quercia, R., Orlando, III, R., Nightingale, C., A. David Drezner. "The Effect of Heparin on the Clearance of Intravenous Lipid Emulsion in Critically Ill Surgical Patients." *JPEN.* 11:19S, 1987.
10. Bartlett, R. C., Quintilliani, R., Nightingale, C. H., Platt, D., and Rocco Orlando, III. "Effect of Providing Recommendations for Antimicrobial Therapy in Bacteriology Lab Reports." ICAC Conference, October, 1987.
11. Yuk, J., Nightingale, C. H., Yeston, N. S., Quintilliani, R., Orlando, III, R., Sweeney, K. R., Dobkin, E. D., Kambe, J. C., and Elizabeth Buonpane. "The Absorption of Ciproflaxin in Normal and Critically Ill Individuals Receiving Nasogastric or Nasoduodenal Enteral Nutrition." International Ciproflaxin Symposium, Naples, Florida, April 28-30, 1989.
12. Dobkin, E., Valcour, A., Roher, C., Allen, L., Kambe, J., Gleason, E., Orlando, III, R., and Neil S. Yeston. "Does pH Paper Accurately Reflect Gastric pH." *Chest.* October, 1989.
13. Korst, R., Orlando, III, R., Yeston, N., Molin, M., DeGraff, A., and E. Gluck. "Validation of Respiratory Mechanics Software Microprocessor Controlled Ventilators." *Chest.* October, 1989.

14. Orlando, III, R., Eckert, R., Gleason, E., and Neil S. Yeston. "CO<sub>2</sub> Monitoring: Transcutaneous Versus Capnography." *Crit. Care Med.* 19:S61, 1991.
15. Frigon, L., Orlando, III, R., L Allen. "Nurses' Attitudes to Visiting in Adult Intensive Care Units." *Crit. Care Med.* 19:S81, 1991.
16. Dobkin, E., Valcour, A., McCloskey, C., Allen, Kambe, J., Gleason, E., Orlando, III, R., Berger, R., Neil S. Yeston. "Does pH Paper Accurately Reflect Gastric pH?" *Critical Care Medicine.* 18:985-988, 1990.
17. Robbins, J., Keating, K., and Rocco Orlando, III, et. al. "Effects of Blood Transfusion on Oxygen Consumption and Delivery in Critically Ill Surgical Patients." *Crit. Care Med.* 20:1139, 1992.
18. Safran, D., Sgambatti, S., and Rocco Orlando, III. "Laparoscopic Surgery in High Risk Cardiac Patients." *Crit. Care Med.* 21:S254, 1993.
19. Orlando, III, R., Kantor, W., Donahue, S., Barkley, K., Molin, M., and Neil S. Yeston. "Effect of Aerosolized Bronchodilators in Mechanically Ventilated." *Crit. Care Med.* 21:S211, 1993.
20. Yeston, N. S., Keating, K., and Rocco Orlando, III, et. al. "Quality Assessment and Improvement in the Adult ICU." *Clin Intensive Care.* 1993.
21. Bove, P., Sobowale, O., Orlando, III, R., Brady, E., Gleason, E., and N. Yeston. "Cardiac Tamponade After Cardiac Surgery: Early Detection With Right Heart Ejection Fraction Catheters." *Crit. Care Med.* 12: A81, 1995.
22. Mazo, J., Vignati, P., Orlando, III, O., Cohen, J., and W. Sardella. "Laparoscopic Hartmann Closure: Avoiding the Pitfalls." *Surg. Endosc.* 11:182, 1997.
23. Adam, J., Beatrice, F., Rosow, E., and R. Orlando, III. "A Virtual Instrumentation System for Fiberoptic Endoscopes." *Surg. Endosc.* 11:172, 1997.
24. Orlando, III, R., and K. Crowell. "Laparoscopy in the Critically Ill." *Surg. Endosc.* 11:210, 1997.
25. Orlando, III, R., Ahmad, A., Bloom, G.P. and J.P. Welch. "Laparoscopic Repair of Paraesophageal Hernia." 6<sup>th</sup> World Congress of Endoscopic Surgery Proceeding, 1998.
26. Orlando, III, R. "Hand Assisted Laparoscopy for Liver Tumors." *Surg. Endosc.* 14:5209, 2000.
27. Orlando, III, R, Fitzgerald J. "Hand-assisted Laparoscopic Debridement of Infected Pancreatic Necrosis." *Surg Endosc.* 15: 2003.

28. Velanich V, MacDonald MM, Orlando R, Traverso W. "Analysis of the SAGES Outcomes Initiative Cholecystectomy Registry". Surg Endosc. 19, 2005

**BOOK CHAPTERS:**

Rocco Orlando, III. "Intussusception" Book Chapter in Intestinal Obstruction, J.P. Welch ed. W. B. Saunders, 1989.

Rocco Orlando, III "Communicating with Patients about Medical Error" in Ethical Issues in Surgery, E. Frezza MD, ed. Cinemed, 2008.

Rocco Orlando, III "Disclosure of Complications and Error" in SAGES Outcomes Manual, ed. D. Jones, MD, in press, 2011.

**PRESENTATIONS:**

"Carcinoma of the Stomach After Gastric Operation", New England Surgical Society, Portsmouth N.H., September, 1980.

"Abdominal and Pelvic Trauma", Symposium on Serious Trauma, Connecticut Hospital Association, Wallingford, Connecticut, March, 1981.

"Intra-aortic Balloon Counterpulsation in Cardiac Contusion", World Congress on Critical Care Medicine, Washington, D.C., May, 1981.

"Gastric Lymphoma: A Clinico-Pathologic Reappraisal", New England Surgical Society, Dixville Notch, N.H., September, 1981.

"Hemodynamic Monitoring", First Inter-City Critical Care Conference, University of Connecticut School of Medicine, Farmington, CT., January, 1982.

"Thoracoscopy", Third World Congress on Bronchology, American College of Chest Physicians, San Diego, California, March, 1982.

"Acute Acalculous Cholecystitis in the Critically Ill Patient", New England Surgical Society, Bretton Woods, N.H., October, 1982.

"Anesthetic Considerations in Blunt Chest Trauma", Grand Rounds, Department of Anesthesia, University of Miami School of Medicine, Miami, Florida, March, 1984.

"New Developments in Oxygen Transport Studies", Grand Rounds, Department of Surgery, University of Connecticut School of Medicine, Farmington, CT, August, 1984.

"Invasive Pre-operative Evaluation of High Risk Patients", Society of Critical Care Medicine, Chicago, Illinois, May, 1985.

"Assessment of Oxygen Transport in the Critically Ill", Grand Rounds, Day-Kimball Hospital, Putnam, Connecticut, June, 1985.

"Invasive Pre-operative Evaluation of High Risk Patients", Combined Anesthesia-Surgery Grand Rounds, University of Connecticut School of Medicine, October, 1985.

"A Rational Approach to Tracheostomy in the Surgical Intensive Care Unit", New England Surgical Society, Dixville Notch, N.H., October, 1985.

"Mixed Venous Oximetry in Critically Ill Surgical Patients", New England Surgical Society, Dixville Notch, N.H., October, 1985.

Scientific Exhibit, Surgical Section of Society of Critical Care Medicine, Clinical Congress, American College of Surgeons, Chicago, November, 1985.

"The Role of the PASG in Multiple Trauma", Trauma Symposium, Hartford Hospital, November, 1985.

"Polyglycolic Acid Mesh Closure of Contaminated Abdominal Wounds", Connecticut Society of American Board Surgeons, Cromwell, CT, December, 1985.

"Fungal Infections in the Surgical Intensive Care Unit", Connecticut Society of American Board Surgeons, Cromwell, CT, December, 1985.

Clinical Investigator, Novamatrix Corporation, 1986.

"Principles of Oxygen Transport and Hemodynamic Support in Critically Ill Surgical Patients", New England Surgical Society, Bermuda, March, 1986.

"New Approaches to Nutritional Support in the SICU", New England Surgical Society, Bermuda, March, 1986.

"Fungal Infections in the SICU", Society of Critical Care Medicine, Washington, D.C., May, 1986.

"Clinical Utility of Simultaneous Arterial and Venous Oximetry", Society of Critical Care Medicine, Washington, D.C., May, 1986.

"Pulmonary and Cardiac Contusion", First Annual Board Review Course in Critical Care Medicine, Society of Critical Care Medicine, Washington, D.C., May, 1986.

"The Role of the Flight Physician in Helicopter Emergency Medical Services", Connecticut Society of American Board Surgeons, Cromwell, CT, December, 1986.

"Synthetic Colloid Use in Critically Ill Surgical Patients", American Critical Care, 1986-87, \$65,000.

"Ultra-High Frequency Jet Ventilation in a Penetrating Lung Trauma Model", U.S. Army Research Grant, 1986-87.

"Pre-operative Evaluation of High Risk Patients", Surgical Grand Rounds, Waterbury Hospital, Waterbury CT, January, 1987.

"The Effect of Heparin on the Clearance of Intravenous Lipid Emulsion in Critically Ill Surgical Patients", American Society for Parental and Enteral Nutrition. New Orleans, Louisiana, February, 1987.

"Illness Severity Scoring Systems", Connecticut Critical Care Society, Hartford, Connecticut, April, 1987.

"ARDS in the Emergency Department", New England Regional Emergency Nurses Association Symposium. May, 1987, Mystic, Connecticut.

"High Tech Beds: Clinical Efficacy and Cost Effective Allocation", Annual Meeting, Society of Critical Care Medicine, Anaheim, California, May, 1987.

"The Role of the Flight Physician in Helicopter Emergency Medical Systems", Annual Meeting, Society of Critical Care Medicine, Anaheim, California, May 1987.

Moderator, Surgery Papers Session, Annual Meeting, Society of Critical Care Meeting, Anaheim, California, May, 1987.

"Continuous Arteriovenous Hemofiltration", Current Topics in Critical Care (Nursing Symposium), June, 1987.

"Ultra-High Frequency Jet Ventilation in a Bronchopleural Fistula Model", PEEP Society. Anaheim, California, May, 1987.

"Ultra-High Frequency Jet Ventilation in a Bronchopleural Fistula Model", New England Surgical Society Annual Meeting, Bretton Woods, New Hampshire, September, 1987.

Effect of providing recommendations for antimicrobial therapy in bacteriology lab reports. (Abstract) RC Bartlett, R Quintilliani, CH Nightingale, D Platt and R Orlando, III: ICAC Conference, October, 1987.

"Ultra-High Frequency Jet Ventilation in the Physiologic Assessment of Pigs with Bronchopleural Fistulas. Annual Scientific Assembly, American College of Chest Physicians, Atlanta, GA, October, 1987.

Instructor, Advanced Cardiac Life Support Program, American Heart Association.

Instructor, Advanced Trauma Life Support Program, Committee on Trauma, American College of Surgeons.

"Preoperative Evaluation of High Risk Surgical Patients" Grand Rounds, Sharon Hospital, Sharon, CT, February, 1989.

"Hemodynamic Monitoring", Grand Rounds, Meriden-Wallingford Hospital, Meriden, CT, May, 1988.

"Hemodynamics and ICU Monitoring", Grand Rounds, Bradley Memorial Hospital, Southington, CT, May 1989.

"Monitoring Oxygen Transport", Grand Rounds, Stamford Hospital, Stamford, CT, May, 1989.

"Transcutaneous Monitoring in Critically Ill Surgical Patients". XVI World Congress on Disease of the Chest, 55th Annual Scientific Assembly, Boston, MA, November, 1989.

"Validation of Respiratory Mechanics Software Microprocessor Controlled Ventilators". XVI World Congress on Disease of the Chest, 55th Annual Scientific Assembly, Boston, MA, November, 1989.

"Does pH Paper Accurately Reflect Gastric pH". XVI World Congress on Disease of the Chest, 55th Annual Scientific Assembly, Boston, MA, November, 1989.

"New Developments in Critical Care Monitoring" Surgical Grand Rounds, New York, Medical College, Valhalla, NY, December, 1989.

"Open Packing of Infected Pancreatic Necrosis", CSABS, Cromwell, CT, December 1989.

"New Developments in Pulmonary Support", Surgical Grand Rounds, Bridgeport Hospital, Bridgeport, CT, March 1990.

"Monitoring Oxygen Transport", Connecticut Respiratory Care Society, Farmington, CT, April 1990.

Flight Nurse Instructional Course Lectures, "ARDS", "Smoke Inhalation Injury", Hartford Hospital, Hartford, CT, April 1990.

Invited discussant, Eastern Association for the Surgery of Trauma, January, 1991, Sarasota, Florida.

"Open Packing of Infected Pancreatic Necrosis", presented at Clinical Congress, American College of Surgeons, San Francisco, CA, October, 1990.

Controversies in Surgery - "Surgery in the High Risk and Elderly Patient". University of Connecticut Health Center, Farmington, CT.

"Nurses' Attitudes to Visiting in the Intensive Care Units", Society of Critical Care Medicine, Washington, D.C., May, 1991.

"CO<sub>2</sub> Monitoring: Transcutaneous versus Capnography", Society of Critical Care Medicine, Washington, D.C., May, 1991.

"Laparoscopic Surgery", Surgical Grand Rounds, Hartford Hospital, Hartford, CT, August, 1991.

"Laparoscopic Surgery", Medical Grand Rounds, Hartford Hospital, Hartford, CT, September, 1991.

"Laparoscopic General Surgery", Surgical Applications of the KTP Laser, Hartford, CT, November, 1991.

"Laparoscopic Appendectomy", Connecticut Society of American Board Surgeons, Cromwell, CT, December, 1991.

"ARDS: Pathophysiology and Treatment", Grand Rounds, Rockville Hospital, February, 1991.

"Laparoscopic Appendectomy", Advanced Laparoscopic Surgery Workshop, University of Connecticut School of Medicine, Farmington, CT, April, 1992.

"Blunt Chest Trauma", Annual Meeting, Maine State Committee on Trauma, American College of Surgeons. Lewiston, ME, April, 1992.

"New Developments in ICU Monitoring", Surgical Grand Rounds, Maine Medical Center, Portland, ME, April, 1992.

"Blunt Chest Trauma", Trauma Grand Rounds, Yale University School of Medicine, May, 1992.

"Effects of Blood Transfusion on Oxygen Consumption and Oxygen Delivery in Critically Ill Surgical Patients", Society of Critical Care Medicine, San Antonio, TX, May 1992.

"Laparoscopic Appendectomy", New England Surgical Society, Dixville Notch, NH, September, 1992.

"Laparoscopic Cholecystectomy: A Statewide Experience", New England Surgical Society, Dixville Notch, NH, September, 1992.

"Oxygen Transport Monitoring", Conn. Academy of Physician Assistants, Meriden, CT November, 1992.

"Laparoscopic Cholecystectomy in High Risk Cardiac Patients", Connecticut Society of American Board Surgery, Cromwell, CT, December, 1992.

"Laparoscopic Cholecystectomy - Connecticut", Connecticut Hospital Association, Wallingford, CT, January, 1993.

"New Developments in Mechanical Ventilation", New England Surgical Society, Bermuda, March, 1993.

"Laparoscopic Surgery at Hartford Hospital", Surgeons Travel Club, Hartford, CT, May, 1993.

"Effect of Aerosolized Bronchodilators in Mechanically Ventilated Surgical Patients", Society of Critical Care Medicine, New York, NY, June 1993.

"Laparoscopic Surgery in High Risk Cardiac Patients", Society of Critical Care Medicine, New York, NY, June, 1993.

"Venous Oximetry in Trauma Patients", Trauma Course, American College of Surgeons Critical Congress, San Francisco, CA, October, 1993.

"Physiology, Laparoscopy and Critical Care", Surgical Grand Rounds, Baystate Medical Center, Springfield, MA, November, 1993.

"Laparoscopy in the Critically Ill", Connecticut Society of American Board Surgeons, Cromwell, CT, December, 1993.

"Physiology, Laparoscopy and Critical Care", Surgical Grand Rounds, Winthrop University Hospital, Mineola, LI, NY, December, 1993.

"Does Laparoscopy Change the Indication for Surgery?", Massachusetts Chapter American College of Surgeons Annual Meeting, December, 1993.

"Laparoscopic Antireflux Surgery", Medical Grand Rounds, Hartford Hospital, Hartford, CT, January, 1994.

"Critical Care for the Practicing Surgeon", Controversies in Surgery, University of Connecticut School of Medicine, March, 1994.

"Cardiac Tamponade after Cardiac Surgery: Early Detection with Right Heart Ejection Fraction Catheters", CSABS, December 1994.

"Routine vs. Selective Cholangiography? Controversies in Surgery, Albert Einstein College of Medicine, New York, NY, December 1994.

"Cardiac Tamponade after Cardiac Surgery: Early Detection with Right Heart Ejection Fraction Catheters", Society of Critical Care Medicine, San Francisco, CA, February 1995.

"Managed Care and the Surgeon", Grand Rounds, Department of Surgery, Hartford Hospital, Hartford, CT, April 1995.

"Advances in Laparoscopic Surgery", Grand Rounds, Rockville General Hospital, Rockville, CT, June 1995.

Presidential Address, Connecticut Society of American Board Surgeons, December 1995.

Moderator, "Laparoscopy Herniorraphy", Rocky Hill, CT, November 15, 1996.

"A Virtual Instrumentation System for Fiberoptic Endoscopes", SAGES, March 1997.

"Laparoscopy in the Critically Ill", SAGES, March 1997.

"Laparoscopic Hartmann Closure: Avoiding the Pitfalls", SAGES, March 1997.

"Laparoscopic Anti-reflux Surgery", Association of Surgical Technologists, October 25, 1997.

"Laparoscopic Repair of Paraesophageal Hernia", 6<sup>th</sup> World Congress of Endoscopic Surgery, Rome, Italy, June 1998.

"The Endotester as a Tool in Assessing Endoscopic Image Quality", Ergonomics Station, SAGES, April 1999.

"Sources of Problems with Endoscopic Visualization", SAGES, April 1999.

"Laparoscopy for Trauma", Westchester Surgical Society, Hartford, CT, May 10, 1999.

Course Director, Westchester Surgical Society Annual Meeting, Hartford, CT, May 10, 1999.

"Laparoscopy for Trauma", Trauma Point and Counterpoint, Atlantic City, NJ, May 25, 1999.

"What's New in Mechanical Ventilation," Trauma Point and Counterpoint, Atlantic City, NJ, May 25, 1999.

"Technical Aspects of Liver Resection," UConn Surgical Residency Program, October 1, 1999.

"Hand-Assisted Laparoscopic Liver Surgery" New England Surgical Society, Providence RI, September, 2001.

"Laparoscopy in the Management of Upper GI Tumors" Surgical Grand Rounds, Waterbury Hospital, October 2001

"Laparoscopic Liver Surgery" Surgical Grand Rounds, Winthrop University Hospital-Stony Brook School of Medicine, Mineola, NY, November 2002.

"Laparoscopic Debridement of Infected Pancreatic Necrosis" SAGES, Los Angeles, CA, April 2002.

"The Open Abdomen" Moderator, Symposium, New England Surgical Society, Newport, RI, September 2003.

"Computers in Medicine" Hartford Hospital Honorary Medical Staff Annual Meeting, October 2003.

"Medical Technology: What's Coming and How to Pay for It" Hamilton Workshop, Hartford Hospital, October, 2003.

"Incorporating technology into your Practice". Moderator, New England Surgical Society, Montreal, Que, Canada. October 2, 2004.

"The Abdominal Compartment Syndrome" Moderator, Panel, New England Surgical Society, Newport, RI, September, 2003.

"Laparoscopic Resection of Gastroduodenal Tumors", SAGES, Dallas, TX, April, 2006.

"Hand-assisted Laparoscopic Management of liver tumors", SAGES, Dallas, TX, April, 2006.

"Arteriographic Embolization for Upper Gastrointestinal Bleeding", New England Surgical Society, Burlington, VT, September, 2007.

"Laparoscopic Surgery for Liver Tumors", invited lecture, New England Surgical Society, Boston, MA, September, 2008.

"Pay for Call?", New England Surgical Society, Boston, MA, September 2008.

#### **RESEARCH GRANTS:**

"Synthetic Colloid Use in Critically Ill Surgical Patients", American Critical Care, 1986-87, \$65,000.

Clinical Investigator, Novamatrix Corporation, 1986.

"Ultra-High Frequency Jet Ventilation in a Penetrating Lung Trauma Model", U.S. Army Research Grant, 1986-87.

"Dermabond/Vicryl Plus Wound Closure Study", Ethicon, 2003, \$28,000.

"A prospective Randomized controlled, multicenter study comparing infection rates in a surgical incision closed with DermabondHVD". Ethicon, 2005, \$20,000

# Stuart K Markowitz, MD, FACR

66 Berwyn Road  
West Hartford, CT 06107  
860.313.1121  
smarkow@harthosp.org

## Education

Yale University and University of Pennsylvania: Visiting Fellowships in  
Gastrointestinal Radiology July-October 1985

Hartford Hospital: Diagnostic Radiology Residency 1982-1985

Hartford Hospital: Flexible Internship 1981-1982

University of Health Sciences – The Chicago Medical School  
Degree: M.D. 1977-1981

University of Pennsylvania – Degree: B.A. 1973-1977

## Professional Work Experience

Hartford Hospital: President 2013-present  
Senior Vice President, Hartford HealthCare

Hartford Hospital: Chief Medical Officer and Vice President 2012-2013

Jefferson Radiology: Radiologist 1985-2011

## Administrative and Professional Activities

Hartford Healthcare Indemnity Services, LLC  
Board of Directors 2013 - present

Board of Directors, VNA Healthcare 2012-2014

Board of Directors, HPA and HPHO, Hartford Hospital 2012-present

Hartford Healthcare Board Quality and Safety Committee 2010-2013

Hartford Hospital Board Credentialing and  
Quality Committee 2010-present

Board of Directors, Hartford Hospital 2010-2011

Vice President, Medical Staff, Hartford Hospital 2010-2011

Chairman, Department of Radiology, Hartford Hospital 1995-2011

Vice Chair, Department of Radiology, Hartford Hospital 1992-1995

Medical Director, Radiology Technology Program,  
Hartford Hospital 1990-2011

Section Chief, Gastrointestinal Radiology,  
Hartford Hospital 1985-2011

Section Chief, Emergency Radiology, Hartford Hospital 1992-2007

Full Time Instructor in the Diagnostic Radiology Residency Program at Hartford Hospital	1985-present
Partner, Jefferson Radiology (Jefferson X-Ray Group)	1986-2011
Board of Directors, Jefferson Radiology	1988-2011
President, 937-941 Farmington Avenue Limited Partnership	1991-2011
American College of Radiology Practice Certification Reviewer	1985-1990
Statewide Healthcare Facilities Planning Advisory Body, Department of Public Health, CT	2010-present
Office of Healthcare Access CON Task Force	2009-present
Connecticut State Radiology Society Legislative Committee	2005-2009

Hospital Committee Experience : Medical Staff Council, Executive Committee of the Medical Staff, Joint Conference Committee, Mead Fund Committee, Library Committee, Credentials Committee, Radiation Safety Committee, Radiology Management Committee, Radiology Quality Council, Risk Management Committee, Claims Review Committee, Radiology/IT Steering Committee, Reimbursement Committee, Technology Advisory Group, Endovascular Credentialing Committee, OR Committee, EMR Committee, IS Physician Advisory Committee, Tumor Board

Hartford Hospital CEO Advisory Body	2009-present
-------------------------------------	--------------

Medical License – State of Massachusetts	2011
Fellowship in the American College of Radiology: FACR	2009
American Board of Radiology	1985
Medical License – State of Connecticut	1983
National Board of Medical Examiners	1982

**Hospital Appointments**

Hartford Hospital, Senior Attending Staff – Hartford, Connecticut

Connecticut Children’s Medical Center, Attending Staff – Hartford, Connecticut

University of Connecticut Health Center, Assistant Clinical Professor – Farmington, Connecticut

Johnson Memorial Hospital, Attending Staff – Stafford Springs, Connecticut

Windham Hospital, Attending Staff – Willimantic, Connecticut

Day Kimball Hospital, Attending Staff – Putnam, Connecticut

Noble Hospital, Attending Staff – Westfield, Massachusetts

## Current Memberships

Society of Chairman of Academic Radiology Departments  
American College of Radiology  
American Society of Emergency Radiology – Fellow  
Radiologic Society of North America  
American Roentgen Ray Society  
Connecticut State Radiology Society  
Society of Breast Imaging – Fellow  
American College of Physician Executives

## Publications

ZITER FMH, MARKOWITZ SK, ZAMSTEIN J. LARGE RENAL PELVIC DEFECTS CAUSED BY SOUGHED PAPILLA. APPLIED RADIOLOGY, NOV. 1987.

PISTOIA F AND MARKOWITZ S. SPLENIC LYMPHANGIOMATOSIS: CT DIAGNOSIS. AJR 150: 121-22, JANUARY 1988.

MARKOWITZ S AND ZITER F. THE LATERAL CHEST FILM AND PNEUMOPERITONEUM. ANNALS OF EMERGENCY MEDICINE 15:4 APRIL 1986.

JACOBS J AND MARKOWITZ S. CT DIAGNOSIS OF UTERINE LIPOMA. AJR 150:1335-1336, JUNE 1988.

WOLF S AND MARKOWITZ S. SPONTANEOUS GAS FORMATION IN A STERILE RENAL CELL CARCINOMA. UROLOGIC RADIOLOGY 9:222-224, 1988.

PISTOIA F, MARKOWITZ S, SUSSMAN S. CONTRAST MATERIAL IN POSTERIOR VAGINAL FORNIX MIMICKING BLADDER RUPTURE: CT FEATURES. JCAT 13(1):153-155 JAN/FEB 1989.

MILICI L AND MARKOWITZ S. INTRAMURAL GASTRIC PSEUDOCYST: CT DIAGNOSIS. GASTROINTESTINAL RADIOLOGY, VOL 14:113-114, 1989.

TREEM WR, MARKOWITZ SK, SULLIVAN BM, HYAMS JS. DEFECOGRAPHY IN CHILDREN WITH PROLONGED CONSTIPATION. ABSTRACT SUBMITTED AT THE NORTH AMERICAN SOCIETY FOR PEDIATRIC GASTROENTEROLOGY AND NUTRITION, 1990.

MARKOWITZ SK, ZITER FMH. RADIOLOGIC DIAGNOSIS OF BOWEL OBSTRUCTION. IN: BOWEL OBSTRUCTION, CLINICAL DIAGNOSIS AND MANAGEMENT. J. WELCH, ED. SAUNDERS, 1990.

SAWHNEY R, REES JH, MARKOWITZ SK. CLOSTRIDIAL GAS GANGRENE COMPLICATING LEUKEMIA. ABDOMINAL IMAGING 19:45102, 1994.

SCAPPATICCI F AND MARKOWITZ SK. INTRAHEPATIC PSEUDOCYST COMPLICATING ACUTE PANCREATITIS: IMAGING FINDINGS. AJR, 1995; 165:873-4.

MARKOWITZ SK. DELAYED RUPTURE OF THE GALLBLADDER: DIAGNOSIS BY ERCP. SUBMITTED FOR PUBLICATION.

MARKOWITZ SK. BILIARY OBSTRUCTION DUE TO DUODENAL DIVERTICULUM: DIAGNOSIS BY CT AND ERCP. SUBMITTED FOR PUBLICATION.

MARKOWITZ SK. LONG TERM ALIMENTATION: COMPARISON OF INTRAVENOUS AND NASOENTERIC ALIMENTATION. WORK IN PROGRESS.

ALLMENDINGER N, HALLISEY MJ, MARKOWITZ SK, ET AL. BALLOON DILATION OF ESOPHAGEAL STRICTURES IN CHILDREN. J. OF PEDIATRIC SURGERY, VOL 31, NO 3, P334-6, MARCH 1996.

CIRAULO DL, NIKKANEN HE, PALTER M, MARKOWITZ S, ET AL. CLINICAL ANALYSIS OF THE UTILITY OF REPEAT COMPUTED TOMOGRAPHIC SCAN BEFORE DISCHARGE IN BLUNT HEPATIC INJURY. JOURNAL OF TRAUMA 41(5):821-824, NOVEMBER 1996.

MARKOWITZ SK, KIRECZYK W. RADIOLOGIC EVALUATION OF DIVERTICULAR DISEASE OF THE SMALL AND LARGE INTESTINES. IN DIVERTICULAR DISEASE: MANAGEMENT OF THE DIFFICULT SURGICAL CASE. J. WELCH, ED. WILLIAMS AND WILKINS, 1997.

---

**Recognitions  
Awards**

Best Doctors in Hartford, Hartford Magazine	2004-2012
Best Doctors in Connecticut, Connecticut Magazine	2010-2014

**Current Work Contact  
Information**

Stuart K Markowitz, MD, FACR  
President  
Hartford Hospital  
80 Seymour Street  
Hartford, CT 06102  
  
860-545-2349  
Stuart.Markowitz@hhchealth.org

**Personal**

Born: April 22, 1955 – Brooklyn, New York  
  
Wife: Debra Markowitz  
  
Children: Melissa, Jessica, Nicole, Zachary  
Stepson: Devin





Gerald J. Boisvert - continued

**Community Service - continued**

---

Former President and former Treasurer of Southside Institution Neighborhood Alliance (SINA) and former Chairman of the Board of The Learning Corridor Corporation; former Finance Chairman and Personnel Chairman of Canon Greater Hartford Open (PGA Tournament); former member of Vernon, Connecticut Economic Development Commission; and former Treasurer and Director of Sunshine Project, Inc. (a non-profit organization involved in housing and support services for the psychiatrically disabled).

Recognized as CFO of the year by Hartford Business Journal - 2011

**Other Interests:** Enjoy sailing, skiing, running, tennis and golf.

## CURRICULUM VITAE

**NAME:** Jeffrey L. Nestler, M.D.

**ADDRESS:** 9 Sunny Reach Drive  
West Hartford, CT 06117  
(860) 231-9472 (H)  
(860) 246-2571 (W)

**DATE OF BIRTH:** August 9, 1958

**BIRTHPLACE:** Jersey City, New Jersey

**EDUCATION:** 1976-1980 B.S., Tufts University, Medford, MA  
1981-1985 M.D., New York Medical College, Valhalla, NY

**EMPLOYMENT:** 2009-Present CEO/Medical Director, Glastonbury Endoscopy Center, LLC  
2006-Present President, Connecticut GI, P.C.  
2000-Present Managing Partner/Medical Director, Connecticut Endoscopy Center, LLC  
1999-2006 Board of Directors/Manager, Gastroenterology & Medical Associates of Connecticut, LLC  
1996-2005 President, Connecticut Gastroenterology & Medical Associates, P.C.  
1990-1996 Hartford Gastroenterology & Medical Associates, P.C.

**POST DOCTORAL TRAINING:** 1988-1990 Fellow, Division of Digestive Diseases, The New York Hospital, New York  
1987-1988 Assistant Chief Resident, Memorial Sloan Kettering Hospital, New York  
1987-1988 Senior Resident, Internal Medicine, The New York Hospital, New York  
1986-1987 Junior Assistant Resident, Internal Medicine, The New York Hospital, New York  
1985-1986 Intern, Internal Medicine, The New York Hospital, New York  
1985-1987 Intern, Internal Medicine, The New York Hospital, New York

**LICENSURE:** 1990-Present Connecticut State License  
1986-1990 New York State License Registration

**CERTIFICATION:** 1990 Diplomate, American Board of Internal Medicine, subspecialty in Gastroenterology (Recertified 2002)  
1988 Diplomate, American Board of Internal Medicine

**AWARDS/HONORS:** 1990 John C. Leonard Fellowship, Hartford Hospital  
1985 Upjohn Achievement Award for Clinical Proficiency  
1984 Alpha Omega Alpha, N.Y. Medical College  
1984 Homan Loan Fund Award, N.Y. Medical College  
1980 Cum Laude, Tufts University  
1976 Dean's List (3 years) Tufts University

**PROFESSIONAL TITLES:** 2009-Present President Medical Staff, Hartford Hospital  
2008-Present President, Connecticut GI, PC  
2007-2009 Vice President Medical Staff, Hartford Hospital  
2002-Present Director, Division of Gastroenterology, Hartford Hospital  
2000-Present Senior Attending Physician, Hartford Hospital, Hartford  
1992-Present Clinical Assistant Professor, University of Connecticut Medical Center, Hartford, CT  
1990-2002 Attending Physician, Hartford Hospital, Hartford, CT  
1989-1990 Assistant Attending Physician, Cornell Student Health Center  
1988-1990 Assistant Attending Physician, Emergency Department, The New York Hospital

**PROFESSIONAL ACTIVITIES:** 2008-Present American College of Physician Executives  
2004-Present Medicare Carrier Advisory Committee, Connecticut Chapter  
1991-Present Connecticut State Medical Society  
1990-Present Hartford County Medical Association  
1989-Present American College of Gastroenterology  
1988-Present American Gastroenterology Association  
1985 American College of Physicians  
1981-1985 American Student Medical Association  
1984 Alpha Omega Alpha-Chapter Vice President (1984-1985)

**PUBLICATIONS:** Lechan RM, Nestler JL, Reichlin S, The hypothalamic 'tuberoinfundibular' systems of the rat as demonstrated by horseradish peroxidase microiontophoresis, Brain Research 195(1): 113-27, August 1980  
Lechan RM, Nestler JL, Jacobson S, Immunohistochemical localization of retrogradely and anterogradely transported wheat germ agglutinin within the central nervous system: application to immunostaining of a second antigen within the same neuron, J. Histochem Cytochem 29(11): 1255-62 Nov. 1981  
Lechan RM, Nestler JL, Molitch ME, immunohistochemical identification of a novel substance with human growth hormone like immunoreactivity in rat brain, Endocrinology 109(6): 1950-52 December 1981

Lechan RM, Nestler JL, Jacobson S, the tuberoinfundibular system of the rat as demonstrated by immunohistochemical localization of retrogradely transported wheat germ agglutinin from the median eminence, Brain Research 245(1): 1-15 August 1982

Helfgott S, Zakim D and Nestler J, Diclofenac associate hepatotoxicity, JAMA 1990; 264:2660-2662

Nestler J and Jacobson I, Disorders of the Gallbladder and Biliary Tract, Conn's Current Diagnosis

Varadarajulu S, Nestler J, Payne M, Hawes R. Do all patients with abnormal intraoperative cholangiogram require ERCP? Gastrointest Endosc 2002; 55(7): AB152 (Poster, DDW 2002)

Varadarajulu S, Payne M, Remoroza R, Nestler J, Shetty K. Do all cirrhotics need endoscopic screening for esophageal varices? Gastrointest Endosc 2002; 55(7): AB158 (Poster, DDW 2002)

Varadarajulu S, Guttermuth C, Nestler J, Wallace MB, Freston JW. Patient compliance for endoscopic procedures. Gastroenterology, 2002; 122(4): A487 (Poster, DDW 2002)

## CURRICULUM VITAE

**JOSEPH A. CAPPA, MD**

90 Pennywise Lane  
Glastonbury, CT 06033

Work (860) 657-1920

Home (860) 652-0065

### Work Experience:

Connecticut GI, PC (Formerly Gastroenterology & Internal Medicine Assoc.) 300 Western Boulevard, Suite A Glastonbury, CT 06033 (860) 657-1920 Gastroenterology/Internal Medicine	1993-present
---	--------------

### Medical Training:

Gastroenterology Fellowship University of Connecticut Health Center Farmington, Connecticut	1991-1993
Fellow in Advanced Internal Medicine Chief Medical Resident Hartford Hospital/University of Connecticut Hartford, Connecticut	1990-1991
Internal Medicine Residency Hartford Hospital Hartford, Connecticut	1987-1990

### Education:

Doctor of Medicine Mount Sinai School of Medicine New York, New York	1983-1987
Bachelor of Science Degree Chemistry Major Summa Cum Laude, Phi Beta Kappa, Chem Award Fordham University Bronx, New York	1979-1983

### License:

Connecticut Medical License # 030928

### **Hospital Appointments:**

Hartford Hospital Active Senior Staff, Department of Medicine Hartford, Connecticut	1993-present
University of Connecticut Assistant Clinical Professor and Site Director Department of Medicine, Gastroenterology Fellowship Program Farmington, Connecticut	1993-present
Connecticut Children's Medical Center, Consulting Staff	2007-present
Day Kimball Hospital, Courtesy Staff	2009-present
Johnson Memorial Hospital, Courtesy Staff	2008-present

### **Certification:**

Diplomate in Gastroenterology, American Board of Internal Medicine	1993
Diplomate in Internal Medicine, American Board of Internal Medicine	1990
Diplomate of the National Board of Medical Examiners	1988

### **Research:**

Biomechanical Properties of the Gallbladder Before and After Gallstone Dissolution	1992
---	------

### **Awards and Honors:**

Hartford Hospital Book Award for Excellence in Medical Residency	1991
Mount Sinai Hospital Tuchman Award for Excellence in Clinical Medicine For Excellence in Clinical Medicine	1987
Mount Sinai Alumni Association Student Leadership Award	1987
Piccin Book Award For Service to Hospital Committees	1987

### **Professional Affiliation and Committees:**

American Gastrointestinal Association	1991-present
American Society of Gastrointestinal Endoscopy	1991-present
American College of Gastroenterology	1993-present
American Medical Association	1987-present
American College of Physicians	1987-present
Hartford Hospital Endoscopic Steering Committee	1995-present

## CURRICULUM VITAE

**NAME:** Jeffrey L. Nestler, M.D.

**ADDRESS:** 9 Sunny Reach Drive  
West Hartford, CT 06117  
(860) 231-9472 (H)  
(860) 246-2571 (W)

**DATE OF BIRTH:** August 9, 1958

**BIRTHPLACE:** Jersey City, New Jersey

**EDUCATION:** 1976-1980 B.S., Tufts University, Medford, MA  
1981-1985 M.D., New York Medical College, Valhalla, NY

**EMPLOYMENT:** 2009-Present CEO/Medical Director, Glastonbury Endoscopy Center, LLC  
2006-Present President, Connecticut GI, P.C.  
2000-Present Managing Partner/Medical Director, Connecticut Endoscopy Center, LLC  
1999-2006 Board of Directors/Manager, Gastroenterology & Medical Associates of Connecticut, LLC  
1996-2005 President, Connecticut Gastroenterology & Medical Associates, P.C.  
1990-1996 Hartford Gastroenterology & Medical Associates, P.C.

**POST DOCTORAL TRAINING:** 1988-1990 Fellow, Division of Digestive Diseases, The New York Hospital, New York  
1987-1988 Assistant Chief Resident, Memorial Sloan Kettering Hospital, New York  
1987-1988 Senior Resident, Internal Medicine, The New York Hospital, New York  
1986-1987 Junior Assistant Resident, Internal Medicine, The New York Hospital, New York  
1985-1986 Intern, Internal Medicine, The New York Hospital, New York  
1985-1987 Intern, Internal Medicine, The New York Hospital, New York

**LICENSURE:** 1990-Present Connecticut State License  
1986-1990 New York State License Registration

**CERTIFICATION:** 1990 Diplomat, American Board of Internal Medicine, subspecialty in Gastroenterology (Recertified 2002)  
1988 Diplomat, American Board of Internal Medicine

**AWARDS/HONORS:** 1990 John C. Leonard Fellowship, Hartford Hospital  
1985 Upjohn Achievement Award for Clinical Proficiency  
1984 Alpha Omega Alpha, N.Y. Medical College  
1984 Homan Loan Fund Award, N.Y. Medical College  
1980 Cum Laude, Tufts University  
1976 Dean's List (3 years) Tufts University

**PROFESSIONAL TITLES:**

2009-Present President Medical Staff, Hartford Hospital  
2008-Present President, Connecticut GI, PC  
2007-2009 Vice President Medical Staff, Hartford Hospital  
2002-Present Director, Division of Gastroenterology, Hartford Hospital  
2000-Present Senior Attending Physician, Hartford Hospital, Hartford  
1992-Present Clinical Assistant Professor, University of Connecticut Medical Center, Hartford, CT  
1990-2002 Attending Physician, Hartford Hospital, Hartford, CT  
1989-1990 Assistant Attending Physician, Cornell Student Health Center  
1988-1990 Assistant Attending Physician, Emergency Department, The New York Hospital

**PROFESSIONAL ACTIVITIES:**

2008-Present American College of Physician Executives  
2004-Present Medicare Carrier Advisory Committee, Connecticut Chapter  
1991-Present Connecticut State Medical Society  
1990-Present Hartford County Medical Association  
1989-Present American College of Gastroenterology  
1988-Present American Gastroenterology Association  
1985 American College of Physicians  
1981-1985 American Student Medical Association  
1984 Alpha Omega Alpha-Chapter Vice President (1984-1985)

**PUBLICATIONS:**

Lechan RM, Nestler JL, Reichlin S, The hypothalamic 'tuberoinfundibular' systems of the rat as demonstrated by horseradish peroxidase microiontophoresis, Brain Research 195(1): 113-27, August 1980

Lechan RM, Nestler JL, Jacobson S, Immunohistochemical localization of retrogradely and anterogradely transported wheat germ agglutinin within the central nervous system: application to immunostaining of a second antigen within the same neuron, J. Histochem Cytochem 29(11): 1255-62 Nov. 1981

Lechan RM, Nestler JL, Molitch ME, immunohistochemical identification of a novel substance with human growth hormone like immunoreactivity in rat brain, Endocrinology 109(6): 1950-52 December 1981

Lechan RM, Nestler JL, Jacobson S, the tuberoinfundibular system of the rat as demonstrated by immunohistochemical localization of retrogradely transported wheat germ agglutinin from the median eminence, *Brain Research* 245(1): 1-15 August 1982

Helfgott S, Zakim D and Nestler J, Diclofenac associate hepatotoxicity, *JAMA* 1990; 264:2660-2662

Nestler J and Jacobson I, Disorders of the Gallbladder and Biliary Tract, *Conn's Current Diagnosis*

Varadarajulu S, Nestler J, Payne M, Hawes R. Do all patients with abnormal intraoperative cholangiogram require ERCP? *Gastrointest Endosc* 2002; 55(7): AB152 (Poster, DDW 2002)

Varadarajulu S, Payne M, Remoroza R, Nestler J, Shetty K. Do all cirrhotics need endoscopic screening for esophageal varices? *Gastrointest Endosc* 2002; 55(7): AB158 (Poster, DDW 2002)

Varadarajulu S, Guttermuth C, Nestler J, Wallace MB, Freston JW. Patient compliance for endoscopic procedures. *Gastroenterology*, 2002; 122(4): A487 (Poster, DDW 2002)

# MEG RAMSAY, RN CGRN

megransay@sbcglobal.net  
www.linkedin.com/in/megransay  
68 Eastbury Hill Drive, Middletown, CT 06457  
Cell (860) 463-6285

Board-Certified Gastroenterology Registered Nurse oversees daily clinical operations as Nurse Manager for busy ambulatory endoscopy centers. Confident decision maker demonstrates sound independent judgment to ensure high quality patient care. Demonstrates high personal integrity and strictest medical ethics. Enjoys the daily challenge that managing two ambulatory surgical facilities presents.

## SUMMARY OF QUALIFICATIONS

- Actively seeks ways to control costs and maximize use of resources without compromising patient safety or quality of care.
- Consistently demonstrates patient-centered care, and communicates effectively with patients, families, and medical staff.
- Offers deep clinical expertise, serving as a staff resource and collaborating with other healthcare team members.
- Employs a "lead by example" management style that fosters personal accountability and offers a positive work environment that is supportive of quality patient care.
- With strong communication skills and the ability to handle changing priorities, builds collaborative teams that can adapt to changing business needs.
- Serves as a patient and family advocate, maintaining the patient's dignity and respecting the patient's right to privacy by protecting confidential information.
- Is committed to ongoing professional development. Generously shares knowledge and expertise, serving as a preceptor and conducting in-service educational programs.

## PROFESSIONAL EXPERIENCE:

~~Connecticut GI Endoscopy Centers, Bloomfield, CT and Glastonbury, CT~~ 2001 to Present  
Nurse Manager (2011 to present)

- Expertly directs patient care for endoscopic procedures according to accepted accreditation standards at 2 independent high-volume endoscopy centers.
- Turned around underperforming endoscopy center within 6 months, after one year of operating without a Nurse Manager. Improved the quality of patient care and delivery of services.
- Through strong operational oversight, has doubled the number of procedures performed each day with fewer adverse events and errors in patient care.
- A firm but fair leader who is committed to service excellence, provides direction and guidance to staff of 50 in 2 locations to achieve the highest quality of care with optimum efficiency.
- Hires, trains and evaluates staff, ensuring adherence to quality of care standards. Developed new orientation sheet to ease transition for RNs coming from a hospital environment.
- Facilitated training and smooth transition to RN administration of anesthesia; serves as liaison between medical directors and external anesthesia service provider to increase collaboration.
- Led the team to earn AAAHC Re-Accreditation status for the maximum 3 year award. Participated in and directed the onsite review and multiple onsite state licensure inspections.
- Developed and implemented Infection Prevention Plan to ensure that all endoscopy equipment ready for use is labeled, documented and entered into every patient chart prior to use.
- Re-established and actively participates in the Anesthesia Committee, Infection Control Committee, Peer Review Committee, Pathology Committee and Staff Development Committee.
- Recently appointed Infection Control Nurse and Risk Manager for both endoscopy centers.
- Promoted from Assistant Nurse Manager in 2011, and asked to oversee both facilities.

**Meg Ramsay, RN CGRN [page 2]**

**Endoscopy Staff Nurse (2001 to 2008)**

- Assessed patients during the admissions process and performed pre-procedure preparation including IV insertion. Prepared and equipped endoscopy suites for use.
- Assisted doctors during upper endoscopy and colonoscopy procedures in administration of IV conscious sedation, tissue sampling, esophageal dilation and assistive abdominal pressure.
- Monitored and assessed post-conscious sedation patients in the recovery room.
- Served as backup Charge Nurse for the entire GI center, ensuring quality of patient care and optimal delivery of services.
- Onboarded new employees, training them in endoscopy procedures, general nursing duties and center policies and procedures.
- Awarded Nurse of The Year, 2003

**HealthSouth Surgery Center, Hartford, CT**  
RN – PACU

**2000 to 2001**

- In Post-Anesthesia Care Unit, assisted post-surgical patients in an ambulatory setting.
- Educated patients in post-surgery care to promote positive surgical outcome.

**John Dempsey Hospital/UCONN Health Center, Farmington, CT**  
Clinical Nurse III, Surgery-7

**1990 to 2000**

- Provided high-quality care to surgical patients for joint replacements, radical neck dissections with tracheotomies, peripheral by-pass and reconstructive plastic surgeries.
- Demonstrated proficiency in phlebotomy, IV therapy, administering blood products and maintenance of central lines.
- Due to deep clinical expertise, functioned as Charge Nurse when needed; served as a knowledge resource to employees and provided orientation for new hires.

**LICENSURE and CERTIFICATION:**

Connecticut Nursing License #E48778, 1986 to present

Certified in Gastroenterology Nursing, American Board of Certification for Gastroenterology Nurses, 2003; re-certified in 2009, re-certified in 2015

Advanced Cardiovascular Life Support (ACLS) Certification – current

Basic Cardiac Life Support (BCLS) Certification – current

Certified Medical/Surgical Nurse, June 1992 to March 2003

**PROFESSIONAL ASSOCIATIONS:**

Society for Gastroenterology Nurses and Associates (SGNA) 2001 to present

Member of APIC- 2014 (Association for Professionals in Infection Control and Epidemiology)

**PROFESSIONAL DEVELOPMENT:**

Earns continuing education credits annually to maintain certifications.

**TECHNICAL SKILLS:**

Microsoft Office: Excel, Word

Browsers: Internet Explorer, Google Chrome and Mozilla Firefox

ProVation MD medical documentation software

**EDUCATION:**

Newport Hospital School of Nursing, Newport, RI

Salve Regina College, Newport, RI

Exhibit 9 - Copy of the IRS Determination letter for Hartford Hospital



U. S. TREASURY DEPARTMENT  
INTERNAL REVENUE SERVICE  
WASHINGTON 25, D. C.

V. J. T.

IN REPLY REFER TO  
TIR:EC:14  
VCS

JAN 6 1960

Hartford Hospital  
Hartford 15, Connecticut

Gentlemen:

This refers to your letter of November 13, 1959 in which you state that you received a ruling from this office dated August 11, 1953, exempting you from Federal income tax under the provisions of section 101(6) of the Internal Revenue Code. This ruling also had the effect of affirming prior rulings dated August 26, 1934, September 19, 1938 and January 27, 1941. You are now requesting that your status be brought up to date to conform with the 1954 Code, section 501(c)(3).

Treasury Regulations prescribed under the Internal Revenue Code of 1954 provide at section 1.501(a)-1(a)(2), as amended by Treasury Decision 6391, published June 26, 1959, for situations such as yours and read, in part, as follows:

"Subject only to the Commissioner's inherent power to revoke rulings because of a change in the law or regulations or for other good cause, an organization that has been determined by the Commissioner or the district director to be exempt under section 501(a) or the corresponding provision of prior law may rely upon such determination so long as there are no substantial changes in the organization's character, purposes, or methods of operation. An organization which has been determined to be exempt under the provisions of the Internal Revenue Code of 1939 or prior law is not required to secure a new determination of exemption merely because of the enactment of the Internal Revenue Code of 1954 unless affected by substantive changes in law made by such Code."

In view of the present Regulations you are not required to have your existing exempt status affirmed under the 1954 Code in the absence of basic changes in your organization and/or operations. If you prefer, as a matter of convenience, to have a current ruling on your

Hartford Hospital

status it will be necessary for you to file a new exemption application, Form 1023, with your District Director at Hartford, Connecticut, together with all supporting documents required by the application, as well as a statement in some detail concerning your activities subsequent to 1953. Inasmuch as we have on file the copies of your charter and by-laws submitted with your prior application, further copies of these documents need not be furnished, but any amendments subsequent to July 1953 should be supplied. For your use in this connection, there are enclosed three copies of Form 1023, two executed copies of which may be filed and the third may be retained for your use.

A cursory examination of your charter shows that it does not specify that you are organized as a nonprofit charitable hospital, contains no provision requiring you to be operated to the extent of your financial ability for those not able to pay for the services rendered, and other requirements of Revenue Ruling 56-185, published in Internal Revenue Bulletin 1956-1, page 202, which establishes the criteria to be met in determining whether a hospital qualifies for exemption as an organization described in section 501(c)(3) of the 1954 Code. Further, your charter does not contain any provision impressing your assets with a trust by providing that in the event of dissolution your assets are required to be distributed for one or more of the purposes described in section 501(c)(3). In this connection your attention is invited to section 1.501(c)(3)-1(b)(6) of the Regulations which reads, in part, as follows:

"Applicability of the organizational test. A determination by the Commissioner or a district director that an organization is described in section 501(c)(3) and exempt under section 501(a) will not be granted after July 26, 1959 (regardless of when the application is filed), unless such organization meets the organizational test prescribed by this paragraph. If, before July 27, 1959, an organization has been determined by the Commissioner or district director to be exempt as an organization described in section 501(c)(3) or in a corresponding provision of prior law and such determination has not been revoked before such date, the fact that such organization does not meet the organizational test prescribed by this paragraph shall not be a basis for revoking such determination. Accordingly, an organization which has been determined to be exempt before July 27, 1959, and which does not seek a new determination of exemption is not required to amend its articles of organiza-

Hartford Hospital

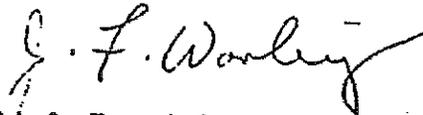
tion to conform to the rules of this paragraph, but any organization which seeks a determination of exemption after July 26, 1959, must have articles of organization which meet the rules of this paragraph.  
\* \* \*

This office is also in receipt of a communication, dated April 16, 1959, from Shipmen & Goodwin, Counselors at law, Hartford, Connecticut, submitting in your behalf a request for a ruling on certain proposed transaction contemplated by you with respect to their effect on your exempt status. You are advised that our reply to this request will be held in abeyance pending receipt of advice from you as to what further action you intend to take with regard to having your status affirmed under the Internal Revenue Code of 1954.

Your reply should also contain information concerning any implementing action which you may have taken subsequent to April 1959 with regard to the proposed transactions.

Your reply should be directed to the attention of T:R:EO:4-VCS.

Very truly yours,



Chief, Exempt Organizations Branch

Enclosure:  
Form 1023 (3)

Exhibit 10 – Copy of Internally prepared financial statements for CTGI.

5:48 PM  
01/12/15  
Cash Basis

**Connecticut G.I. Endoscopy Center, LLC**  
**Summary Balance Sheet**  
As of December 31, 2014

	<u>Dec 31, 14</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	598,132.70
Other Current Assets	650.00
Total Current Assets	598,782.70
Fixed Assets	94,482.01
<b>TOTAL ASSETS</b>	<u><b>693,264.71</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	40,548.00
Total Current Liabilities	40,548.00
Total Liabilities	40,548.00
Equity	652,716.71
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>693,264.71</b></u>

5:47 PM  
 01/12/15  
 Cash Basis

**Connecticut G.I. Endoscopy Center, LLC**  
**Profit & Loss**  
 January through December 2014

	<u>Jan - Dec 14</u>
<b>Income</b>	
<b>Income</b>	
4000 · Patient Fees	3,788,754.42
4100 · Interest Income	50.61
<b>Total Income</b>	<u>3,788,805.03</u>
4300 · Refunds	-18,392.30
<b>Total Income</b>	<u>3,770,412.73</u>
<b>Expense</b>	
<b>Employee compensation</b>	
5000 · Salaries - Staff	
5000-01 · Clinical	628,572.63
5000-02 · Front Office/Billing	192,624.89
5000-03 · Management	131,670.48
<b>Total 5000 · Salaries - Staff</b>	<u>952,868.00</u>
<b>Total Employee compensation</b>	952,868.00
<b>Guaranteed Management Fee</b>	
5202 · Cappa	56,000.00
5209 · Nestler	56,000.00
5208 · Murray	36,520.00
5201 · Blitzler	35,100.00
<b>Total Guaranteed Management Fee</b>	<u>183,620.00</u>
<b>Insurance</b>	
6000 · Business insurance	4,945.62
6033 · ASTA	-585.00
6034 · FSA	-284.00
6035 · Medical - staff	58,407.67
6036 · Health Reimbursement Account	5,490.30
6037 · Voluntary Insurance	491.55
6038 · STD	-639.47
6039 · Life	89.16
6040 · Workers' compensation	3,287.45
6041 · LTD	2,541.00
<b>Total Insurance</b>	<u>73,744.28</u>
<b>Office</b>	
6100 · Supplies & expenses	
6100-1 · Supplies	4,106.21
6100 · Supplies & expenses - Other	11,493.37
<b>Total 6100 · Supplies &amp; expenses</b>	<u>15,599.58</u>
6110 · Payroll service	5,642.48
6130 · Postage & Freight	3,121.06
6140 · Bank Service Charges	10,119.03
6180 · Staff Food/Beverage	4,980.37
6190 · Claims Processing	1,696.17
<b>Total Office</b>	<u>41,158.69</u>
<b>Communications</b>	
6210 · Telephone	6,366.79
<b>Total Communications</b>	<u>6,366.79</u>
<b>Occupancy</b>	
6300 · Rent	113,860.01
6310 · Storage Fee's	6,707.66
6350 · Clean/Maintenance	19,570.72
<b>Total Occupancy</b>	<u>140,138.39</u>

5:47 PM  
 01/12/15  
 Cash Basis

**Connecticut G.I. Endoscopy Center, LLC**  
**Profit & Loss**  
 January through December 2014

	Jan - Dec 14
<b>Outside service</b>	
6420 · Security	767.00
6430 · Other	1,300.00
<b>Total Outside service</b>	2,067.00
<b>Professional development</b>	
6500 · Dues - physician	6,315.00
6520 · Licenses	1,248.49
6530 · Meetings/conferences	6,357.95
6540 · Travel	877.60
6560 · Subscrip & journals	135.00
<b>Total Professional development</b>	14,934.04
<b>Professional fees</b>	
6600 · Accounting	10,500.00
6610 · Legal	28,003.58
6620 · Consulting	2,573.00
6630 · Retirement Administration	3,090.00
<b>Total Professional fees</b>	44,166.58
<b>Taxes</b>	
6700 · FICA employer	73,604.60
6710 · Federal Unemployment	736.03
6720 · State Unemployment	4,706.31
6730 · Property	5,478.89
6740 · Sales and Use Tax	1,378.00
<b>Total Taxes</b>	85,903.83
<b>Equipment</b>	
6800 · Service contracts	44,256.18
6810 · Lease payments	57,960.46
6820 · Repairs & Maintenance	12,682.09
6830 · Diesel Fuel - Generator	160.06
<b>Total Equipment</b>	115,058.79
<b>Medical</b>	
6900 · Supplies & Expense	321,389.38
6910 · Lab fees	621.30
6920 · Waste	1,975.62
6930 · Patient Food/Beverage	9,299.29
6940 · Laundry	
6940-1 · Scrubs - Uniforms	1,225.00
6940 · Laundry - Other	29,086.09
<b>Total 6940 · Laundry</b>	30,311.09
6950 · Postage & Freight	337.03
6150 · Periodicals	2,856.16
6960 · Advertising	809.00
<b>Total Medical</b>	367,598.87
<b>Practice development</b>	
7000 · Meals/entertainment	1,055.39
7010 · Gifts	134.08
<b>Total Practice development</b>	1,189.47
<b>Miscellaneous</b>	
7210 · Other	562.00
<b>Total Miscellaneous</b>	562.00
7550 · P/S Contribution	40,548.00
8100 · Depreciation/amortization	14,000.00
<b>Total Expense</b>	2,083,924.73
<b>Net Income</b>	1,686,488.00

Exhibit 11 - Financial Attachment I.

**CTGI - Financial Schedule I**

**13. B. i.** Please provide one year of actual results and three years of projections of Total Facility revenue, expense and volume statistics without, incremental to and with the CON proposal in the following reporting format:

<u>Description</u>	<u>FY-2014 Actual Results</u>	<u>FY-2015 Projected</u>		<u>FY-2016 Projected</u>		<u>FY-2016 Projected</u>		<u>FY-2017 Projected</u>		<u>FY-2017 Projected</u>	
		<u>W/out CON</u>	<u>Incremental</u>								
<b>NET PATIENT REVENUE</b>											
Non-Government	\$3,130,429	\$3,349,559	(\$202,208)	\$3,147,351	\$3,416,550	(\$206,480)	\$3,210,070	\$3,484,881	(\$210,752)	\$3,274,129	
Medicare	\$651,530	\$697,137	\$0	\$697,137	\$711,080	\$0	\$711,080	\$725,301	\$0	\$725,301	
Medicaid and Other Medical Assistance	\$0	\$0	\$106,990	\$106,990	\$0	\$108,428	\$108,428	\$0	\$110,608	\$110,608	
Other Government	\$6,795	\$7,271	(\$95,218)	\$7,271	\$7,416	(\$98,052)	\$7,416	\$7,564	(\$100,144)	\$7,564	
<b>Total Net Patient Revenue</b>	<b>\$3,788,754</b>	<b>\$4,053,967</b>	<b>(\$95,218)</b>	<b>\$3,958,749</b>	<b>\$4,135,046</b>	<b>(\$98,052)</b>	<b>\$4,036,994</b>	<b>\$4,217,747</b>	<b>(\$100,144)</b>	<b>\$4,117,603</b>	
Other Operating Revenue	\$3,788,754	\$4,053,967	(\$95,218)	\$3,958,749	\$4,135,046	(\$98,052)	\$4,036,994	\$4,217,747	(\$100,144)	\$4,117,603	
<b>OPERATING EXPENSES</b>											
Salaries and Fringe Benefits	\$1,095,193	\$1,117,097	\$0	\$1,117,097	\$1,139,439	\$0	\$1,139,439	\$1,162,228	\$0	\$1,162,228	
Professional / Contracted Services	\$200,423	\$204,431	\$0	\$204,431	\$208,520	\$0	\$208,520	\$212,690	\$0	\$212,690	
Supplies and Drugs	\$336,988	\$343,728	\$0	\$343,728	\$350,602	\$0	\$350,602	\$357,614	\$0	\$357,614	
Bad Debts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Operating Expense	\$395,765	\$403,680	\$0	\$403,680	\$411,754	\$0	\$411,754	\$419,989	\$0	\$419,989	
Subtotal	\$2,028,369	\$2,068,936	\$0	\$2,068,936	\$2,110,315	\$0	\$2,110,315	\$2,152,521	\$0	\$2,152,521	
Depreciation/Amortization	\$13,892	\$13,000	\$0	\$13,000	\$13,000	\$0	\$13,000	\$13,000	\$0	\$13,000	
Interest Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Lease Expense	\$57,960	\$59,119	\$0	\$59,119	\$60,302	\$0	\$60,302	\$61,508	\$0	\$61,508	
<b>Total Operating Expenses</b>	<b>\$2,100,211</b>	<b>\$2,141,056</b>	<b>\$0</b>	<b>\$2,141,056</b>	<b>\$2,183,617</b>	<b>\$0</b>	<b>\$2,183,617</b>	<b>\$2,227,029</b>	<b>\$0</b>	<b>\$2,227,029</b>	
Income (Loss) from Operations	\$1,688,543	\$1,912,911	(\$95,218)	\$1,817,693	\$1,951,429	(\$98,052)	\$1,853,377	\$1,990,718	(\$100,144)	\$1,890,574	
Non-Operating Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Income before provision for income taxes	\$1,688,543	\$1,912,911	(\$95,218)	\$1,817,693	\$1,951,429	(\$98,052)	\$1,853,377	\$1,990,718	(\$100,144)	\$1,890,574	
Provision for income taxes	\$0	\$0	\$0	\$0	\$0	(\$98,052)	\$0	\$0	(\$100,144)	\$0	
<b>Net Income</b>	<b>\$1,688,543</b>	<b>\$1,912,911</b>	<b>(\$95,218)</b>	<b>\$1,817,693</b>	<b>\$1,951,429</b>	<b>(\$98,052)</b>	<b>\$1,853,377</b>	<b>\$1,990,718</b>	<b>(\$100,144)</b>	<b>\$1,890,574</b>	
Retained earnings, beginning of year	\$654,773	\$2,343,316	\$2,343,316	\$2,343,316	\$4,256,227	\$2,248,098	\$4,161,009	\$6,207,657	\$2,150,046	\$6,014,387	
Retained earnings, end of year	\$2,343,316	\$4,256,227	\$2,248,098	\$4,161,009	\$6,207,657	\$2,150,046	\$6,014,387	\$8,198,375	\$2,049,902	\$7,904,961	
*Volume Statistics:											
Procedures	6343	6813	470	6813	6950	137	6950	7089	139	7089	
Cases	5344	5756	412	5756	5871	115	5871	5989	118	5989	

Assumptions:  
 Procedure Growth- 7% FY 2014 to FY2015 then 2% growth thereafter  
 Incremental changes in revenue due to the shift in payer mix to 3.5% Medicaid

Provide projected inpatient and/or outpatient statistics for any new services and provide actual and projected inpatient and/or outpatient statistics for any existing services which will change due to the proposal.

Hartford Hospital Financial Schedule 1

12. C (i). Please provide one year of actual results and three years of projections of Total Facility revenue, expense and volume statistics without, incremental to and with the CON proposal in the following reporting format:

Total Facility: Description	FY2013	FY2015	FY2015	FY2016	FY2016	FY2017	FY2017	FY2017	FY2017
	Actual Results	Projected Without CON	Projected Incremental	Projected With CON	Projected Without CON	Projected Incremental	Projected With CON	Projected Without CON	Projected With CON
<b>NET PATIENT REVENUE</b>									
Non-Government	\$ 460,506,323	\$ 485,973,616	\$ -	\$ 485,973,616	\$ 501,833,164	\$ -	\$ 501,833,164	\$ 521,540,338	\$ 521,540,338
Medicare	346,866,418	324,798,679	324,798,679	324,798,679	328,635,926	328,635,926	328,635,926	341,541,581	341,541,581
Medicaid and Other Medical Assistance	107,949,242	115,447,618	115,447,618	115,447,618	116,811,543	116,811,543	116,811,543	121,398,776	121,398,776
Other Government	5,930,404	6,675,311	6,675,311	6,675,311	6,754,175	6,754,175	6,754,175	7,019,414	7,019,414
Total Net Patient Revenue	\$ 921,252,388	\$ 942,895,224	\$ -	\$ 942,895,224	\$ 954,034,808	\$ -	\$ 954,034,808	\$ 981,500,108	\$ 981,500,108
Other Operating Revenue	\$ 166,453,592	\$ 125,336,000	\$ 927,024	\$ 126,263,024	\$ 128,706,000	\$ 945,222	\$ 129,651,222	\$ 132,160,000	\$ 133,124,193
Revenue from Operations	\$ 1,087,705,980	\$ 1,068,231,224	\$ 927,024	\$ 1,069,198,248	\$ 1,082,740,808	\$ 945,222	\$ 1,083,686,030	\$ 1,123,660,108	\$ 1,124,624,301
<b>OPERATING EXPENSES</b>									
Salaries and Fringe Benefits	\$ 635,265,810	\$ 570,344,000	\$ -	\$ 570,344,000	\$ 589,695,000	\$ -	\$ 589,695,000	\$ 604,468,000	\$ 604,468,000
Professional / Contracted Services	49,772,864	51,763,779	51,763,779	51,763,779	53,834,330	53,834,330	53,834,330	55,987,703	55,987,703
Supplies and Drugs	138,139,487	149,411,669	149,411,669	149,411,669	155,388,136	155,388,136	155,388,136	161,603,681	161,603,681
Bad Debts	17,467,613	22,243,224	22,243,224	22,243,224	22,190,808	22,190,808	22,190,808	22,728,108	22,728,108
Other Operating Expense	180,814,566	137,817,552	137,817,552	137,817,552	114,827,534	114,827,534	114,827,534	118,278,638	118,278,638
Subtotal	\$ 1,021,460,330	\$ 931,580,224	\$ -	\$ 931,580,224	\$ 935,935,808	\$ -	\$ 935,935,808	\$ 963,066,108	\$ 963,066,108
Depreciation/Amortization	46,416,843	57,202,000	57,202,000	57,202,000	61,986,000	61,986,000	61,986,000	68,101,000	68,101,000
Interest Expense	5,704,487	9,308,000	348,728	9,656,728	7,664,000	344,091	8,008,091	12,632,000	12,971,181
Lease Expense	17,128,320	17,842,000	17,842,000	17,842,000	18,825,000	18,825,000	18,825,000	19,310,000	19,310,000
Total Operating Expense	\$ 1,092,709,980	\$ 1,015,932,224	\$ 348,728	\$ 1,016,280,952	\$ 1,024,410,808	\$ 344,091	\$ 1,024,754,899	\$ 1,063,109,108	\$ 1,063,448,289
Gain/(Loss) from Operations	\$ (5,004,000)	\$ 52,299,000	\$ 578,296	\$ 52,877,296	\$ 58,330,000	\$ 601,131	\$ 58,931,131	\$ 60,551,000	\$ 61,176,012
Plus: Non-Operating Revenue	\$ 56,434,420	\$ 25,817,000	\$ -	\$ 25,817,000	\$ 25,817,000	\$ -	\$ 25,817,000	\$ 25,817,000	\$ 25,817,000
Revenue Over/(Under) Expense	\$ 51,430,420	\$ 78,116,000	\$ 578,296	\$ 78,694,296	\$ 84,147,000	\$ 601,131	\$ 84,748,131	\$ 86,368,000	\$ 86,993,012
FTEs	6,125	5,473	5,473	5,473	5,513	5,513	5,513	5,468	5,488

**Assumptions**

- HHC to assume 51% of net profit from the Connecticut G.I. Endoscopy Center, LLC (CTGI)
- Cost to HHC for purchasing 51% of CTGI ownership totals \$6,104,700
- \$6,104,700 will be funded by taxable bonds, with an interest rate of 5.746%, and a loan term of 30 years
- Interest from loan is estimated to total \$348,728 (FY15), \$344,091 (FY16), and \$339,181 (FY17)

**\*Volume Statistics:**

Provide projected inpatient and/or outpatient statistics for any new services and provide actual and projected inpatient and/or outpatient statistics for any existing services which will change due to the proposal.

Exhibit 12 - Financial Attachment II.

12.C(ii). Please provide three years of projections of incremental revenue, expense and volume statistics attributable to the proposal in the following reporting format:  
**CTGI - Financial Schedule II**

Type of Service Description: Endoscopy Center  
 Type of Unit Description: Procedures  
 # of Months in Operation: 12

FY 2015 FY Projected Incremental	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Total Incremental Expenses:	Rate	Units	Gross Revenue	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue	Operating Expenses	Gain/(Loss) from Operations	
			Col. 2 * Col. 3				Col.4 - Col.5 -Col.6 - Col.7	Col. 1 Total * Col. 4 / Col. 4 Total	Col. 8 - Col. 9	
<b>Total Facility by Payer Category:</b>										
Medicare	\$1,850	0	\$0				\$0	\$0	\$0	
Medicaid	\$1,850	238	\$440,300	\$333,310			\$106,990	\$0	\$106,990	
CHAMPUS/TriCare	\$1,850	0	\$0				\$0	\$0	\$0	
<b>Total Governmental</b>		238	\$440,300	\$333,310	\$0	\$0	\$106,990	\$0	\$106,990	
Commercial Insurers	\$1,850	(284)	(\$525,400)	(\$323,192)			(\$202,208)	\$0	(\$202,208)	
Uninsured	\$1,850	46	\$85,100	\$85,100			\$0	\$0	\$0	
<b>Total NonGovernment</b>	\$1,850	(238)	(\$440,300)	(\$238,092)	\$0	\$0	(\$202,208)	\$0	(\$202,208)	
<b>Total All Payers</b>	\$1,850	0	\$0	\$95,218	\$0	\$0	(\$95,218)	\$0	(\$95,218)	

12.C(ii). Please provide three years of projections of incremental revenue, expense and volume statistics attributable to the proposal in the following reporting format:  
**CTGI - Financial Schedule II**

Type of Service Description: Endoscopy Center  
 Type of Unit Description: Procedures  
 # of Months in Operation: 12

FY 2016 FY Projected Incremental	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Total Incremental Expenses:	\$0	Rate	Units	Gross Revenue Col. 2 * Col. 3	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue Col. 4 - Col. 5 -Col. 6 - Col. 7	Operating Expenses Col. 1 Total * Col. 4 / Col. 4 Total	Gain/(Loss) from Operations Col. 8 - Col. 9
<b>Total Facility by Payer Category:</b>										
Medicare	\$1,850	0		\$0				\$0	\$0	\$0
Medicaid	\$1,850	243		\$449,550	\$341,122			\$108,428	\$0	\$108,428
CHAMPUS/TriCare	\$1,850	0		\$0				\$0	\$0	\$0
<b>Total Governmental</b>		243		\$449,550	\$341,122	\$0	\$0	\$108,428	\$0	\$108,428
Commercial Insurers	\$1,850	(290)		(\$536,500)	(\$330,020)			(\$206,480)	\$0	(\$206,480)
Uninsured	\$1,850	47		\$86,950	\$86,950			\$0	\$0	\$0
<b>Total NonGovernment</b>	\$1,850	(243)		(\$449,550)	(\$243,070)	\$0	\$0	(\$206,480)	\$0	(\$206,480)
<b>Total All Payers</b>	\$1,850	0		\$0	\$98,052	\$0	\$0	(\$98,052)	\$0	(\$98,052)

12.C(ii). Please provide three years of projections of incremental revenue, expense and volume statistics attributable to the proposal in the following reporting format:

**CTGI - Financial Schedule II**

Type of Service Description: Endoscopy Center  
 Type of Unit Description: Procedures  
 # of Months in Operation: 12

FY 2017	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
FY Projected Incremental		Rate	Units	Gross	Allowances/	Charity	Bad	Net	Operating	Gain/(Loss)
Total Incremental Expenses:	\$0			Revenue	Deductions	Care	Debt	Revenue	Expenses	from Operations
				Col. 2 * Col. 3				Col.4 - Col.5	Col. 1 Total *	Col. 8 - Col. 9
								-Col.6 - Col.7	Col. 4 / Col. 4 Total	
<b>Total Facility by Payer Category:</b>										
Medicare		\$1,850	0	\$0				\$0	\$0	\$0
Medicaid		\$1,850	248	\$458,800	\$348,192			\$110,608	\$0	\$110,608
CHAMPUS/TriCare		\$1,850	0	\$0				\$0	\$0	\$0
<b>Total Governmental</b>			248	\$458,800	\$348,192	\$0	\$0	\$110,608	\$0	\$110,608
Commercial Insurers		\$1,850	(296)	(\$547,600)	(\$336,848)			(\$210,752)	\$0	(\$210,752)
Uninsured		\$1,850	48	\$88,800	\$88,800			\$0	\$0	\$0
<b>Total NonGovernment</b>		\$1,850	(248)	(\$458,800)	(\$248,048)	\$0	\$0	(\$210,752)	\$0	(\$210,752)
<b>Total All Payers</b>		\$1,850	0	\$0	\$100,144	\$0	\$0	(\$100,144)	\$0	(\$100,144)

## Greer, Leslie

---

**From:** Armah, Olga  
**Sent:** Monday, March 23, 2015 4:02 PM  
**To:** Barbara.Durdy@hhchealth.org; mlerner@connecticutgi.org  
**Cc:** Schaeffer-Helmecki, Jessica; Greer, Leslie  
**Subject:** Docket #: 15-31983-CON Completeness Letter  
**Attachments:** 31983.pdf

Dear Ms. Durdy and Ms. Lerner,

Find attached the completeness letter relating to Docket #: 15-31983 - Transfer of 51% Ownership of Connecticut G.I. Endoscopy Center, LLC in Bloomfield to Hartford Hospital.

Please feel free to contact Jessica Schaeffer-Helmecki at (860) 509 8075 or me if you have questions concerning this letter.

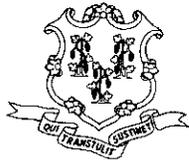
Thanks.

Sincerely,

***Olga Armah, M. Phil***  
Associate Research Analyst  
CT Department of Public Health  
Office of Health Care Access  
410 Capitol Avenue, MS #13HCA  
P.O. Box 340308  
Hartford, CT 06134

Phone: 860 418 7070  
Fax: 860 418 7053  
mailto: [olga.armah@ct.gov](mailto:olga.armah@ct.gov)  
Web: [www.ct.gov/ohca](http://www.ct.gov/ohca)

 Please consider the environment before printing this message



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

March 23, 2015

VIA EMAIL ONLY

Ms. Barbara Durdy  
Director of Strategic Planning  
Hartford Healthcare  
181 Patricia M. Genova Blvd  
Newington, CT 06111

Ms. Melisa Lerner  
Administrator  
Connecticut G.I. Endoscopy Center, LLC  
4 Northwestern Drive, Lower Level  
Bloomfield, CT 06002

RE: Certificate of Need Application; Docket Number: 15-31983-CON  
Transfer of 51% Ownership of Connecticut G.I. Endoscopy Center, LLC in Bloomfield  
("CTGI") to Hartford Hospital ("HH")

Dear Ms. Durdy and Ms. Lerner:

On August 25, 2014, the Office of Health Care Access ("OHCA") received the Certificate of Need ("CON") application filing on behalf of CTGI and HH ("Applicants") proposing to transfer 51% ownership of CTGI to HH, with an associated capital expenditure of \$6,104,700.

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

1. On page 2, Applicants indicate that upon OHCA approval of the proposal, the Physician Owners of CTGI, Bloomfield will transfer all ownership interest to a yet to be formed holding company ("Newco"). HH will then acquire and own 51% of Newco and the Physician Owners will retain 49%.
  - a. Which of the two entities will have governance and control of Newco?
  - b. Which entity will have control of CTGI operational activities?  
(Note any changes to existing policies).
2. Is the proposal being submitted due to provisions of the federal Sherman Antitrust Act and/or Conn. Gen. Stat. § 35-24 et seq statute? Explain in detail.
3. Pages 13, 17 and 25 of the application indicate that CTGI will benefit from economies of scale, efficiencies and cost savings:
  - a. Provide an itemization of anticipated cost savings attributable to the proposal.
  - b. Incorporate the anticipated savings in the proposed Newco Financial Attachment I.

*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

4. On page 13, Applicants state “patients will be able to more seamlessly navigate between inpatient and outpatient settings for gastrointestinal and endoscopy services.” Explain how in detail.
5. Page 13 of the application indicates the proposal will provide Applicants the opportunity to better align to ensure the delivery of consistent quality and services standards. Explain how in detail.
6. On page 14, Applicants specify CTGI will comply with Hartford Healthcare’s Charity Care and Financial Assistance policies. Does CTGI currently have such a policy? If it does, please provide a copy.
7. On page 22, Applicants indicate taxable bonds as the funding source for this proposal. Provide written documentation verifying the funding source.
8. Page 23 shows a table on Applicants’ current and projected payer mix. Provide an updated table with volumes and percentages correctly summed up.
9. On page 23, Applicants indicate Medicaid patient population mix for CTGI, Glastonbury increased from 0% to 2.83% in FY 2014. CON-Determination 99-E1 specifies Medicaid among CTGI payer sources. Also, in 07-30920-CON, Applicants projected 10% of gross patient revenue for CTGI, Glastonbury from Medicaid in years 1-3 of operations. Explain how the Applicants would ensure Medicaid patient payer mix increases as indicated in the application.
10. On page 24, Applicants specify that CTGI will continue to bill for all services performed at the Bloomfield endoscopy center. Respond to the following:
  - a. Will CTGI be billing based on its existing fee schedule?
  - b. Do the rates charged by CTGI differ from HH’s fee schedule or chargemaster? If so, please explain.
  - c. Does CTGI currently charge a facility fee to all patients?
  - d. If, yes what is the dollar amount per patient?
  - e. If not, if the transfer were approved, will CTGI be charging any type of facility fee on the services performed?
11. Page 40 provides a definition of health care services that qualify for financial assistance. Will CTGI services, specifically, be eligible for financial assistance?
12. How will the proposal impact the diversity of health care providers and patient choice in the geographic region?
13. How will Applicants notify CTGI patients of the change in ownership upon approval and any other resulting changes?

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 (e.g., 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 127** and reference "**Docket Number: 15-31983-CON.**" Submit one (1) original and three (3) 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 no later than sixty days after the date that this request was transmitted. Therefore, please provide your written responses to OHCA no later than **May 22, 2015**, otherwise your application will be automatically considered withdrawn.

If you have any questions concerning this letter, please feel free to contact me at (860) 418-7070 or Jessica Schaeffer-Helmecki at (860) 509-8075.

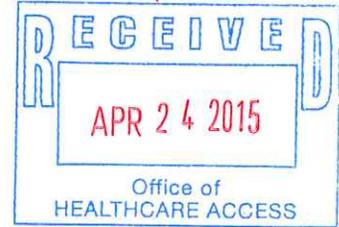
Sincerely,



Olga Armah  
Associate Research Analyst



*rec'd  
4/24/15*



April 24, 2015

Olga Armah  
Associate Research Analyst  
Office of Health Care Access  
Division of the Department of Public Health  
410 Capital Avenue, MS#13HCA  
Hartford, CT 06106

Re: Hartford Hospital, Connecticut G.I. Endoscopy Center, LLC  
Certificate of Need Application: Transfer of 51% Ownership of Connecticut G.I.  
Endoscopy Center, LLC to Hartford Hospital  
Docket Number: 15-31983 CON

Dear Ms. Armah:

Enclosed please find the response of Hartford Hospital and Connecticut G.I. Endoscopy Center, LLC to the Office of Health Care Access Completeness letter dated March 23, 2015. As requested, I have included 1 original and 3 hard copies of our response along with a scanned copy on CD. A copy of our response is also included on the CD in Microsoft Word format.

Please do not hesitate to contact me at 860-972-4231 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Barbara A. Durdy".

Barbara A. Durdy  
Director, Strategic Planning  
Hartford HealthCare

Enclosures

**Hartford Hospital**

**Certificate of Need Application; Docket Number: 15-31983-CON**

**Transfer of 51% Ownership of Connecticut G.I. Endoscopy Center, LLC**

**Response to Completeness Questions**

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

1. On page 2, Applicants indicate that upon OHCA approval of the proposal, the Physician Owners of CTGI, Bloomfield will transfer all ownership interest to a yet to be formed holding company ("Newco"). HH will then acquire and own 51% of Newco and the Physician Owners will retain 49%.
  - a. Which of the two entities will have governance and control of Newco?

**As discussed in the CON application, the transfer of ownership interests in CTGI will be completed as follows: First, the Physician Owners will transfer all of their ownership interests in CTGI to a yet to be formed holding company ("Newco"). Hartford Hospital will then acquire 51% of the ownership interests in CTGI from Newco and the Physician Owners, through Newco, will retain a 49% ownership interest in CTGI.**

**This transaction will result in Hartford Hospital owning 51% of CTGI and Newco owning 49% of CTGI (Newco will be owned 100% by the Physician Owners). The Physician Owners will have governance and control of the yet to be formed "Newco" .**

- b. Which entity will have control of CTGI operational activities?  
(Note any changes to existing policies).

**A management committee will have management oversight of CTGI with Hartford Hospital and Newco each appointing three members to the management committee. Consistent with current policy, all day-to-day operations of CTGI will be under the purview of the medical director of the facility. There will be no change in the daily operations or operational activities as a result of the proposed transaction.**

2. Is the proposal being submitted due to provisions of the federal Sherman Antitrust Act and/or Conn. Gen. Stat. § 35-24 et seq statute? Explain in detail.

**The CON application was not submitted due to the provisions of the Sherman Antitrust Act and/or Conn.Gen. Stat § 35-24 et seq statute.**

3. Pages 13, 17 and 25 of the application indicate that CTGI will benefit from economies of scale, efficiencies and cost savings:

- a. Provide an itemization of anticipated cost savings attributable to the proposal.

**Pending approval of this proposal, CTGI will benefit from the economies of scale related to being part of a large health system. In particular, initial cost savings of approximately 10% each year are anticipated related to purchasing medical supplies and drugs.**

**Additionally, CTGI will benefit through cost avoidance from marketing and promotional activities estimated at approximately \$10,000 per year.**

- b. Incorporate the anticipated savings in the proposed Newco Financial Attachment I.

**Please see Exhibit 1 for revised financial schedules.**

4. On page 13, Applicants state “patients will be able to more seamlessly navigate between inpatient and outpatient settings for gastrointestinal and endoscopy services.” Explain how in detail.

**If the CON is approved, CTGI Bloomfield will become an affiliate of Hartford HealthCare. Hartford HealthCare patients are provided information and guidance with regard to any additional healthcare services that may be required. Care coordination is enhanced when both medical record and patient registration information is readily accessible by clinicians involved in the care plan and patients enjoy higher satisfaction when they are not subjected to multiple requests for the same information.**

**As a result of an enhanced relationship between CTGI and Hartford HealthCare, providers will be able to share quality data across multiple endoscopy sites to provide for increased standardization and improved patient outcomes while reducing redundant expenses across the system.**

**Moreover, if approved, this proposal will expand access to outpatient endoscopy services to Medicaid patients, allowing for greater care coordination if these patients should require inpatient hospitalizations.**

5. Page 13 of the application indicates the proposal will provide Applicants the opportunity to better align to ensure the delivery of consistent quality and services standards. Explain how in detail.

**Hartford HealthCare has established a collaborative, system-wide quality improvement program comprised of focused Quality and Clinical Councils. Each Council is interdisciplinary and allows for sharing of best practices and provides a forum for organizing approaches to coordinating care within clinical disciplines.**

**The CTGI physicians would be invited to participate in these forums as appropriate.. Quality improvement is coordinated using an approach that emphasizes common informatics tools, definitions and reporting systems.**

**List of Hartford HealthCare Quality and Clinical Councils:**

**Infection Prevention Council: Charged with developing a systematic approach to hand hygiene, standard infection isolation practices and elimination of hospital-acquired infections**

**Pharmacy and Therapeutics Council: Moving toward a common system formulary to improve care, reduce medication errors, reduce costs and educate physicians about pharmaceuticals**

**Patient Experience Council: Charged with developing standard service approaches for all staff; developing regional and system Patient Advisory Councils**

**Surgery Council: Charged with implementing the National Surgical Quality Improvement Program (NSQIP), process improvement implementation, development of surgical standards and assessment of standard system surgical perioperative supplies**

**Hospital Medicine Council: Charged with developing hospitalist geographical rounding, patient experience service standards, and assessment and process improvement related to length of stay**

**Radiology Council: Charged with developing standards for Radiation Safety and conducting a cost analysis**

**Emergency Medicine Council:** Charged with developing standard approaches to triage care, standard handoffs, and improving efficiency of door to discharge

**Anesthesiology Council:** Charged with improving medication management and safety, developing a standard moderate sedation process, improving handoffs, and conducting a cost containment assessment

**Cardiology Council:** Charged with developing standards for ACS treatment and cardiology patients' transitions of care (including inter-facilities)

**Obstetrics Council:** Charged with developing standards of care, including order sets and treatment for each stage of labor; developing standard prenatal education; developing a standard for post-partum hemorrhage

**Peri-Operative Council:** Charged with developing standards of care and order sets as related to the peri-operative process, and conducting a cost-containment analysis

**Wound Care Council:** Charged with developing system standards of care and driving best practice

**Behavioral Health Council:** Charged with developing standards and process around the reduction for restraint and seclusion to drive national best practices, and to develop one standard Behavioral Health patient experience survey tool

**Cancer Councils:** Developing standard work as it relates to system-wide cancer care

6. On page 14, Applicants specify CTGI will comply with Hartford Healthcare's Charity Care and Financial Assistance policies. Does CTGI currently have such a policy? If it does, please provide a copy.

**CTGI does not currently have a financial assistance policy.**

7. On page 22, Applicants indicate taxable bonds as the funding source for this proposal. Provide written documentation verifying the funding source.

**Please see Exhibit 2 for summary documentation for taxable bond funding for this proposal.**

8. Page 23 shows a table on Applicants' current and projected payer mix. Provide an updated table with volumes and percentages correctly summed up.

**Please see Exhibit 3 for revised table of current and projected payer mix.**

9. On page 23, Applicants indicate Medicaid patient population mix for CTGI, Glastonbury increased from 0% to 2.83% in FY 2014. CON-Determination 99-E1 specifies Medicaid among CTGI payer sources. Also, in 07-30920-CON, Applicants projected 10% of gross patient revenue for CTGI, Glastonbury from Medicaid in years 1-3 of operations. Explain how the Applicants would ensure Medicaid patient payer mix increases as indicated in the application.

**While there is no way to ensure that any particular patient population will seek services from a specific provider, this proposal by virtue of expanding access to Medicaid patients will more than likely increase the number of Medicaid patients receiving endoscopy services at the Bloomfield facility. There will be no immediate changes to the physicians practicing at CTGI however, Hartford HealthCare will be able to promote CTGI as a facility that accepting all patients regardless of payment source.**

10. On page 24, Applicants specify that CTGI will continue to bill for all services performed at the Bloomfield endoscopy center. Respond to the following:

- a. Will CTGI be billing based on its existing fee schedule?

**Yes, CTGI will continue to bill under its existing fee schedule.**

- b. Do the rates charged by CTGI differ from HH's fee schedule or chargemaster? If so, please explain.

**CTGI is licensed as an outpatient surgical facility and bills as an ambulatory surgical center. Ambulatory surgery center charges are substantially less than hospital-based charges.**

- c. Does CTGI currently charge a facility fee to all patients?

**Yes, CTGI charges a facility fee which represents the established charges for each procedure according to their established fee schedule. The facility fee represents the charge for the type of endoscopy performed and is based on established ambulatory surgery center charges for each procedure.**

**The ASC facility fee includes nursing and technician services, use of the ASC facility medical supplies and drugs used for the surgical case, and administrative services.**

- d. If, yes what is the dollar amount per patient?

**The facility fees charged by CTGI represent the ASC charge for each procedure and are based on the established fee schedule. There is no additional "facility fee" charged to patients above and beyond the established charge for each procedure..**

- e. If not, if the transfer were approved, will CTGI be charging any type of facility fee on the services performed?

**If this proposal is approved, CTGI does not intend to charge additional facility fees for the services performed.**

11. Page 40 provides a definition of health care services that qualify for financial assistance. Will CTGI services, specifically, be eligible for financial assistance?

**Hartford HealthCare financial assistance policies will be extended to services provided by CTGI. Under the terms of the Operating Agreement, CTGI will be obligated to adopt the current financial assistance policies of Hartford HealthCare.**

12. How will the proposal impact the diversity of health care providers and patient choice in the geographic region?

**There will be no change in the diversity of healthcare providers as a result of this proposal as there are no anticipated changes to the physicians practicing at CTGI. Patient choice will be expanded as CTGI physicians will accept Medicaid patients if this proposal is approved.**

13. How will Applicants notify CTGI patients of the change in ownership upon approval and any other resulting changes?

**Following CON approval, letters will be mailed to patients who have scheduled appointments or procedures notifying them of the change in ownership. In addition, written notice of the change in ownership will be posted in the waiting room and other public areas as appropriate.**

Exhibit 1

Revised Financial Schedules

**13. B. I.** Please provide one year of actual results and three years of projections of **Total Facility** revenue, expense and volume statistics without, incremental to and with the CON proposal in the following reporting format:

<u>Total Facility:</u> <u>Description</u>	<u>FY-2014</u> <u>Actual</u> <u>Results</u>	<u>FY-2015</u>		<u>FY-2016</u>		<u>FY-2017</u>				
		<u>Projected</u> <u>W/out CON</u>	<u>Projected</u> <u>Incremental</u>	<u>Projected</u> <u>W/out CON</u>	<u>Projected</u> <u>Incremental</u>	<u>Projected</u> <u>W/out CON</u>	<u>Projected</u> <u>Incremental</u>	<u>Projected</u> <u>With CON</u>		
<b>NET PATIENT REVENUE</b>										
Non-Government	\$3,130,429	\$3,349,559	\$168,700	\$3,518,259	\$3,416,550	\$62,300	\$3,478,850	\$3,484,881	\$63,000	\$3,547,881
Medicare	\$651,530	\$697,137	(\$24,064)	\$673,073	\$711,080	\$8,648	\$719,728	\$725,301	\$8,648	\$733,949
Medicaid and Other Medical Assistance	\$0	\$0	\$38,540	\$38,540	\$0	\$1,504	\$1,504	\$0	\$1,880	\$1,880
Other Government	\$6,795	\$7,271	(\$3,384)	\$3,887	\$7,416	\$7,416	\$7,416	\$7,564	\$7,564	\$7,564
<b>Total Net Patient Revenue</b>	<b>\$3,788,754</b>	<b>\$4,053,967</b>	<b>\$179,792</b>	<b>\$4,233,759</b>	<b>\$4,135,046</b>	<b>\$72,452</b>	<b>\$4,207,498</b>	<b>\$4,217,747</b>	<b>\$73,528</b>	<b>\$4,291,275</b>
Other Operating Revenue	\$3,788,754	\$4,053,967	\$179,792	\$4,233,759	\$4,135,046	\$72,452	\$4,207,498	\$4,217,747	\$73,528	\$4,291,275
<b>OPERATING EXPENSES</b>										
Salaries and Fringe Benefits	\$1,095,193	\$1,117,097		\$1,117,097	\$1,139,439		\$1,139,439	\$1,162,228		\$1,162,228
Professional / Contracted Services	\$200,423	\$204,431		\$204,431	\$208,520		\$208,520	\$212,690		\$212,690
Supplies and Drugs	\$336,988	\$343,728	(\$34,373)	\$309,355	\$350,602	(\$35,060)	\$315,542	\$357,614	(\$35,761)	\$321,853
Bad Debts	\$0	\$0		\$0	\$0		\$0	\$0		\$0
Other Operating Expense	\$395,765	\$403,680		\$403,680	\$411,754		\$411,754	\$419,989		\$419,989
Subtotal	\$2,028,369	\$2,068,936	(\$34,373)	\$2,034,563	\$2,110,315	(\$35,060)	\$2,075,255	\$2,152,521	(\$35,761)	\$2,116,760
Depreciation/Amortization	\$13,882	\$13,000		\$13,000	\$13,000		\$13,000	\$13,000		\$13,000
Interest Expense	\$0	\$0		\$0	\$0		\$0	\$0		\$0
Lease Expense	\$57,960	\$59,119		\$59,119	\$60,302		\$60,302	\$61,508		\$61,508
<b>Total Operating Expenses</b>	<b>\$2,100,211</b>	<b>\$2,141,056</b>	<b>(\$34,373)</b>	<b>\$2,106,683</b>	<b>\$2,183,617</b>	<b>(\$35,060)</b>	<b>\$2,148,557</b>	<b>\$2,227,029</b>	<b>(\$35,761)</b>	<b>\$2,191,268</b>
Income (Loss) from Operations	\$1,688,543	\$1,912,911	\$214,165	\$2,127,076	\$1,951,429	\$107,512	\$2,058,941	\$1,990,718	\$109,289	\$2,100,007
Non-Operating Income	\$0	\$0		\$0	\$0		\$0	\$0		\$0
Income before provision for income taxes	\$1,688,543	\$1,912,911	\$214,165	\$2,127,076	\$1,951,429	\$107,512	\$2,058,941	\$1,990,718	\$109,289	\$2,100,007
Provision for income taxes	\$0	\$0		\$0	\$0		\$0	\$0		\$0
<b>Net Income</b>	<b>\$1,688,543</b>	<b>\$1,912,911</b>	<b>\$214,165</b>	<b>\$2,127,076</b>	<b>\$1,951,429</b>	<b>\$107,512</b>	<b>\$2,058,941</b>	<b>\$1,990,718</b>	<b>\$109,289</b>	<b>\$2,100,007</b>
Retained earnings, beginning of year	\$654,773	\$2,343,316	\$2,343,316	\$2,343,316	\$4,256,227	\$2,557,481	\$4,470,392	\$6,207,657	\$2,664,993	\$6,529,334
Retained earnings, end of year	\$2,343,316	\$4,256,227	\$2,557,481	\$4,470,392	\$6,207,657	\$2,664,993	\$6,529,334	\$8,198,375	\$2,774,282	\$8,629,341
FTEs	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5	12.5
*Volume Statistics:	5944	5755	5871	5871	5990	5990	5990	5990	5990	5990

Provide projected inpatient and/or outpatient statistics for any new services and provide actual and projected inpatient and/or outpatient statistics for any existing services which will change due to the proposal.

**HOSPITAL**

12. C (i). Please provide one year of actual results and three years of projections of Total Facility revenue, expense and volume statistics without, incremental to and with the CON proposal in the following reporting format:

Total Facility: Description	FY2013 Actual Results	FY2015		FY2016		FY2017	
		Projected Without CON	Projected Incremental	Projected Without CON	Projected Incremental	Projected Without CON	Projected Incremental
<b>NET PATIENT REVENUE</b>							
Non-Government	\$ 460,506,323	\$ 485,973,616	\$ 501,833,164	\$ 501,833,164	\$ 501,833,164	\$ 521,540,338	\$ 521,540,338
Medicare	\$ 346,866,418	\$ 324,798,679	\$ 328,635,926	\$ 328,635,926	\$ 328,635,926	\$ 341,544,591	\$ 341,544,591
Medicaid and Other Medical Assistance	\$ 107,949,242	\$ 115,447,618	\$ 116,811,543	\$ 116,811,543	\$ 121,398,776	\$ 121,398,776	\$ 121,398,776
Other Government	\$ 5,930,404	\$ 6,675,311	\$ 6,754,175	\$ 6,754,175	\$ 7,019,414	\$ 7,019,414	\$ 7,019,414
Total Net Patient Revenue	\$ 921,252,388	\$ 942,895,224	\$ 954,034,808	\$ 954,034,808	\$ 991,500,108	\$ 991,500,108	\$ 991,500,108
Other Operating Revenue	\$ 166,453,592	\$ 125,336,000	\$ 128,706,000	\$ 128,706,000	\$ 129,669,103	\$ 132,160,000	\$ 132,142,431
Revenue from Operations	\$ 1,087,705,980	\$ 1,068,231,224	\$ 944,554	\$ 1,082,740,808	\$ 963,103	\$ 1,123,660,108	\$ 982,431
			\$ 944,554	\$ 1,068,175,778	\$ 963,103	\$ 1,083,703,911	\$ 982,431
							\$ 1,124,642,339
<b>OPERATING EXPENSES</b>							
Salaries and Fringe Benefits	\$ 635,265,810	\$ 670,344,000	\$ 570,344,000	\$ 589,695,000	\$ 589,695,000	\$ 604,468,000	\$ 604,468,000
Professional / Contracted Services	\$ 49,772,864	\$ 51,763,779	\$ 51,763,779	\$ 53,894,330	\$ 53,894,330	\$ 55,967,703	\$ 55,967,703
Supplies and Drugs	\$ 138,138,487	\$ 149,411,669	\$ 149,411,669	\$ 155,388,136	\$ 155,388,136	\$ 161,603,661	\$ 161,603,661
Bad Debts	\$ 17,467,613	\$ 22,243,224	\$ 22,243,224	\$ 22,190,808	\$ 22,190,808	\$ 22,728,108	\$ 22,728,108
Other Operating Expense	\$ 180,814,556	\$ 137,817,552	\$ 137,817,552	\$ 114,827,534	\$ 114,827,534	\$ 118,278,636	\$ 118,278,636
Subtotal	\$ 1,021,460,330	\$ 837,580,224	\$ 931,580,224	\$ 935,935,808	\$ 935,935,808	\$ 963,066,108	\$ 963,066,108
Depreciation/Amortization	\$ 48,416,843	\$ 57,202,000	\$ 57,202,000	\$ 61,986,000	\$ 61,986,000	\$ 68,101,000	\$ 68,101,000
Interest Expense	\$ 5,704,487	\$ 9,308,000	\$ 9,656,728	\$ 7,664,000	\$ 8,008,091	\$ 12,632,000	\$ 12,971,181
Lease Expense	\$ 17,128,320	\$ 17,842,000	\$ 17,842,000	\$ 18,825,000	\$ 18,825,000	\$ 19,310,000	\$ 19,310,000
Total Operating Expense	\$ 1,082,705,980	\$ 1,015,932,224	\$ 1,016,280,952	\$ 1,024,410,808	\$ 1,024,410,808	\$ 1,063,109,108	\$ 1,063,448,289
Gain/(Loss) from Operations	\$ (5,004,000)	\$ 52,959,000	\$ 52,894,826	\$ 58,330,000	\$ 58,949,012	\$ 60,551,000	\$ 61,194,250
Plus: Non-Operating Revenue	\$ 56,434,420	\$ 25,817,000	\$ 25,817,000	\$ 25,817,000	\$ 25,817,000	\$ 25,817,000	\$ 25,817,000
Revenue Over/(Under) Expense	\$ 51,430,420	\$ 78,776,000	\$ 78,711,826	\$ 84,147,000	\$ 84,766,012	\$ 86,368,000	\$ 87,011,250
FTEs	6,125	5,473	5,473	5,513	5,513	5,488	5,488

**Assumptions**

- HHC to assume 51% of net profit from the Connecticut G.I. Endoscopy Center, LLC (CTGI);
- Cost to HHC for purchasing 51% of CTGI ownership totals \$6,104,700
- \$6,104,700 will be funded by taxable bonds, with an interest rate of 5.746% and a loan term of 30 years
- Interest from loan is estimated to total \$348,728 (FY15), \$344,091 (FY16), and \$339,181 (FY17)

**\*Volume Statistics:**

Provide projected inpatient and/or outpatient statistics for any new services and projected inpatient and/or outpatient statistics for any existing services which will change due to the proposal.

Exhibit 2

Summary Information – Taxable Bond Funding

Hartford  
HealthCare**\$163,180,000**  
**HARTFORD HEALTHCARE CORPORATION**  
**TAXABLE BONDS, SERIES D****5.746% Bonds****Price: 99.999%****Yield 5.746%****CUSIP<sup>1</sup>: 41652PAB5****Dated: Date of Delivery****Due: April 1, 2044**

This Offering Memorandum has been prepared to provide information in connection with the execution and delivery of the bonds described above (the "Series D Bonds") issued by Hartford HealthCare Corporation ("Hartford HealthCare"). The Series D Bonds are issuable only as fully registered bonds without coupons and, when issued, will be registered in the name of Cede & Co., as Bondowner and nominee for The Depository Trust Company ("DTC"), New York, New York. Purchases of beneficial interests in the Series D Bonds will be made in book-entry-only form and will be made in the denomination of \$1,000 or any integral multiple thereof. Purchasers of beneficial interests will not receive certificates representing their interests in the Series D Bonds. So long as Cede & Co. is the Bondowner, as nominee of DTC, references herein to the "Bondowners" or registered owners shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners (as defined herein) of the Series D Bonds. See Appendix F - "BOOK-ENTRY-ONLY SYSTEM" herein.

Principal of and interest on the Series D Bonds will be paid directly to DTC by U.S. Bank National Association, as trustee (the "Trustee"), so long as DTC or its nominee, Cede & Co., is the Bondowner. Disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants (as defined herein) and the Indirect Participants (as defined herein), as more fully described herein. Interest on the Series D Bonds will be payable on October 1, 2014 and semi-annually thereafter on each April 1 and October 1 until maturity.

The Series D Bonds will be issued pursuant to the Trust Indenture, dated as of February 1, 2014, by and between Hartford HealthCare and the Trustee (the "Indenture"). To secure Hartford HealthCare's obligations under the Indenture, the Obligated Group (as defined below) will issue to the Trustee its note, in the principal amount of the Series D Bonds (the "Note"), under and pursuant to the Master Indenture, as supplemented (as defined herein). The current Members of the Obligated Group are: Hartford HealthCare, Hartford Hospital, Windham Community Memorial Hospital, Inc., The Hospital of Central Connecticut at New Britain General and Bradley Memorial, MidState Medical Center and The William W. Backus Hospital (collectively, the "Obligated Group"). The Note, along with certain other obligations issued under the Master Indenture, will be secured by a pledge of the Gross Revenues (as defined in the Master Indenture) of the Obligated Group and by the Mortgages (as defined in the Master Indenture) on certain real property of certain Members (as defined herein) of the Obligated Group, subject to the Permitted Encumbrances (as defined in the Master Indenture). The obligations of Hartford HealthCare to make payments pursuant to the Indenture and the obligations of the Obligated Group to make payments pursuant to the Note are absolute and unconditional.

The Series D Bonds are subject to optional redemption prior to maturity at the Make-Whole Redemption Price, as described herein.

Interest on and profit, if any, on the sale of the Series D Bonds are not excludable from gross income for federal, state or local income tax purposes. See "TAX MATTERS" herein.

This cover page contains certain information for general reference only. It is not intended to be a summary of the security or terms of the Series D Bonds. Investors are instructed to read the entire Offering Memorandum to obtain information essential to the making of an informed investment decision.

*The Series D Bonds are offered when, as, and if issued and received by the underwriters listed on this cover page (the "Underwriters"), subject to prior sale, to withdrawal or modification of the offer without notice, and to the approval of the legality of the Series D Bonds by Hawkins Delafield & Wood LLP, Hartford, Connecticut and New York, New York, special counsel to Hartford HealthCare. Certain legal matters will be passed upon for Hartford HealthCare by its counsel, McDermott Will & Emery LLP, Boston, Massachusetts, and Murtha Cullina LLP, Hartford, Connecticut, and for the Underwriters by their counsel, Orrick, Herrington & Sutcliffe LLP, New York, New York. It is expected that the Series D Bonds will be available for delivery to DTC in New York, New York or its custodial agent, on or about March 26, 2014.*

**Citigroup****BofA Merrill Lynch****Wells Fargo Securities**

March 19, 2014

<sup>1</sup> "CUSIP" is a copyright of American Bankers Association. CUSIP data herein are provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. The CUSIP numbers listed above are being provided solely for the convenience of owners of the Series D Bonds only at the time of issuance of the Series D Bonds and Hartford HealthCare does not make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series D Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity.

## **THE PROJECT**

The Series D Bonds are being issued to (i) finance pension costs, (ii) refinance routine capital expenditures, (iii) refinance lines of credit, (iv) fund working capital and other eligible corporate purposes and (v) pay the costs of issuance of the Series D Bonds. The proceeds of the lines of credit were applied to pay pension costs, finance capital projects at Hartford Hospital and fund working capital and other corporate purposes.

## DEBT SERVICE SCHEDULE

The following table sets forth, for each fiscal year ending September 30, (i) the amount required to be paid for payment of the principal of and interest on, the Series D Bonds, (ii) total debt service on other indebtedness, and (iii) the total debt service on all long-term indebtedness. Columns may not add to total due to rounding.

12 Month Period Ending September 30	Series D Bonds			Other Indebtedness <sup>†</sup>		Total Debt Service on Long-Term Indebtedness
	Principal	Interest	Debt Service	Series E Bonds <sup>*</sup>	Debt Service	
2014	-	-	-	\$ 1,080,044	\$ 35,319,636	\$ 36,399,680
2015	-	\$ 9,506,550	\$ 9,506,550	4,092,800	25,924,685	39,524,034
2016	-	9,376,323	9,376,323	4,092,800	21,287,569	34,756,692
2017	-	9,376,323	9,376,323	4,092,800	20,875,730	34,344,853
2018	-	9,376,323	9,376,323	4,092,800	20,993,702	34,462,824
2019	-	9,376,323	9,376,323	4,092,800	21,002,999	34,472,122
2020	-	9,376,323	9,376,323	4,092,800	21,009,260	34,478,383
2021	-	9,376,323	9,376,323	4,092,800	21,011,468	34,480,591
2022	-	9,376,323	9,376,323	4,092,800	21,009,968	34,479,091
2023	-	9,376,323	9,376,323	4,092,800	20,997,890	34,467,013
2024	-	9,376,323	9,376,323	4,092,800	20,972,453	34,441,576
2025	-	9,376,323	9,376,323	7,917,800	20,657,154	37,951,277
2026	-	9,376,323	9,376,323	7,981,550	20,592,932	37,950,805
2027	-	9,376,323	9,376,323	7,962,550	20,612,609	37,951,482
2028	-	9,376,323	9,376,323	7,979,300	20,598,230	37,953,853
2029	-	9,376,323	9,376,323	7,994,550	20,584,346	37,955,219
2030	-	9,376,323	9,376,323	8,005,150	20,569,879	37,951,352
2031	-	9,376,323	9,376,323	8,022,750	20,553,747	37,952,819
2032	-	9,376,323	9,376,323	5,515,250	23,061,241	37,952,814
2033	-	9,376,323	9,376,323	5,930,250	22,649,182	37,955,754
2034	-	9,376,323	9,376,323	5,917,250	22,658,545	37,952,117
2035	-	9,376,323	9,376,323	5,906,250	22,669,045	37,951,617
2036	-	9,376,323	9,376,323	5,896,750	22,681,045	37,954,117
2037	-	9,376,323	9,376,323	5,878,250	22,697,795	37,952,367
2038	-	9,376,323	9,376,323	5,855,750	22,722,295	37,954,367
2039	-	9,376,323	9,376,323	5,854,000	22,722,295	37,952,617
2040	-	9,376,323	9,376,323	5,856,500	22,722,045	37,954,867
2041	-	9,376,323	9,376,323	5,852,500	22,724,545	37,953,367
2042	-	9,376,323	9,376,323	12,321,750	16,255,666	37,953,738
2043	-	9,376,323	9,376,323	-	16,432,082	25,808,404
2044	\$163,180,000	9,376,323	172,556,323	-	16,559,794	189,116,117
2045	-	-	-	-	16,823,893	16,823,893
2046	-	-	-	-	17,016,253	17,016,253
2047	-	-	-	-	17,222,952	17,222,952
2048	-	-	-	-	17,438,209	17,438,209
2049	-	-	-	-	17,661,358	17,661,358
<b>TOTAL:</b>	<b>\$163,180,000</b>	<b>\$281,419,911</b>	<b>\$444,599,911</b>	<b>\$ 168,656,194</b>	<b>\$757,292,493</b>	<b>\$1,370,548,598</b>

<sup>†</sup> Other Indebtedness includes debt as defined under the Master Indenture and is displayed for purposes of covenant calculation in accordance with the Master Indenture and the provisions regarding Balloon Indebtedness therein. Other Existing Indebtedness does not include all indebtedness. Other indebtedness includes the Series 2011A Bonds, Series 2011B Bonds, Series 2011C Bonds and Series E Bonds, as well as long term loans and capital leases. The amounts in this column assume a rate of 3.49% for the Series 2011B Bonds and 4.63% for the Series 2011C Bonds.

Exhibit 3

Revised Table of Current and Projected Payer Mix

- a. Provide the current and projected volume (and corresponding percentages) by patient population mix; including, but not limited to, access to services by Medicaid recipients and indigent persons for the proposed program.

**TABLE 6**  
**APPLICANT'S CURRENT & PROJECTED PAYER MIX**

Payer	Most Recently Completed CY14		Projected Cases					
			CY15		CY16		CY17	
	Volume	%	Volume	%	Volume	%	Volume	%
Medicare*	1,186	22.19%	1,122	19.50%	1,145	19.50%	1,168	19.50%
Medicaid*	0	0.00%	201	3.50%	205	3.50%	210	3.50%
CHAMPUS & TriCare	9	0.17%	0	0.00%	0	0.00%	0	0.00%
<b>Total Government</b>	<b>1,195</b>	<b>22.36%</b>	<b>1,323</b>	<b>23.00%</b>	<b>1,350</b>	<b>23.00%</b>	<b>1,378</b>	<b>23.00%</b>
Commercial Insurers	4,132	77.32%	4,375	76.00%	4,462	76.00%	4,552	76.00%
Uninsured	16	0.30%	57	1.00%	59	1.00%	60	1.00%
Workers Compensation	1	0.02%	0	0.00%	0	0.00%	0	0.00%
<b>Total Non-Government</b>	<b>4,149</b>	<b>77.64%</b>	<b>4,432</b>	<b>77.00%</b>	<b>4,521</b>	<b>77.00%</b>	<b>4,612</b>	<b>77.00%</b>
<b>Total Payer Mix</b>	<b>5,344</b>	<b>100.00%</b>	<b>5,755</b>	<b>100.00%</b>	<b>5,871</b>	<b>100.00%</b>	<b>5,990</b>	<b>100.00%</b>

\*Includes managed care activity.

\*\*Fill in years. Ensure the period covered by this table corresponds to the period covered in the projections provided.

Note: The patient population mix should be based on patient volumes, not patient revenues.

## Greer, Leslie

---

**From:** Armah, Olga  
**Sent:** Wednesday, May 20, 2015 11:52 AM  
**To:** mlerner@connecticutgi.org; Barbara.Durdy@hhchealth.org  
**Cc:** Schaeffer-Helmecki, Jessica; Greer, Leslie  
**Subject:** Docket Number: 15-31983-CON

**Importance:** High

Dear Ms. Durdy & Ms. Lerner,

In reviewing your April 24, 2015 completeness responses for the above docket we found the following inconsistencies:

1. On page 132, the projected incremental for net patient revenue and income from operations are both negative from FY2015 through FY2017. However, page 25 of the application states 'There are no incremental losses anticipated as a result of this proposal.'  
Page 23 of the application shows that for the same period, non-government cases/procedures are expected to increase from 4,432 to 4,612 but page 132 shows incremental decreases between \$202,209 and \$210,752 for the noted period. If this is an error please make the correction, if it is not an error, then explain why the negative incremental despite the savings and volume increases each year.

Also on page 132, the projected incremental volume statistics for procedures and cases should each be zero. Please make the correction.

2. On page 139, the "Total Government" and "Total Payer mix" rows still do not add up correctly column-wise.

If pages 132 & 139 need to be updated with correct data, please make the corrections and resend the corrected pages with the current pagination. However, if the pages are correct and you will be explaining why then begin your submission using Page 140. In both cases respond to me via email by Thursday May 21.

Please feel free to contact me or Jessica Schaeffer-Helmecki at [Jessica.schaeffer-helmecki@ct.gov](mailto:Jessica.schaeffer-helmecki@ct.gov) or 860 509 8075 if you have questions.

Thank you.

Olga

***Olga Armah, M. Phil***  
Associate Research Analyst  
CT Department of Public Health  
Office of Health Care Access  
410 Capitol Avenue, MS #13HCA  
P.O. Box 340308  
Hartford, CT 06134

Phone: 860 418 7070  
Fax: 860 418 7053  
mailto: [olga.armah@ct.gov](mailto:olga.armah@ct.gov)  
Web: [www.ct.gov/ohca](http://www.ct.gov/ohca)

 Please consider the environment before printing this message

## Greer, Leslie

---

**From:** Armah, Olga  
**Sent:** Friday, May 22, 2015 11:01 AM  
**To:** Durdy, Barbara; Melisa Lerner  
**Cc:** Greer, Leslie  
**Subject:** Docket Number: 15-31983-CON Deemed Complete  
**Attachments:** 31983\_201505221056.pdf

Dear Ms. Durdy and Ms. Lerner:

OHCA has deemed complete the above noted application. The signed notification is attached.

Thanks.

Olga

***Olga Armah, M. Phil***  
Associate Research Analyst  
CT Department of Public Health  
Office of Health Care Access  
410 Capitol Avenue, MS #13HCA  
P.O. Box 340308  
Hartford, CT 06134

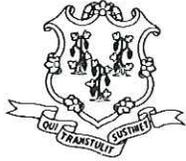
Phone: 860 418 7070

Fax: 860 418 7053

mailto: [olga.armah@ct.gov](mailto:olga.armah@ct.gov)

Web: [www.ct.gov/ohca](http://www.ct.gov/ohca)

 Please consider the environment before printing this message



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

May 22, 2015

VIA EMAIL ONLY

Ms. Barbara Durdy  
Director of Strategic Planning  
Hartford Healthcare  
181 Patricia M. Genova Blvd  
Newington, CT 06111

Ms. Melisa Lerner  
Administrator  
Connecticut G.I. Endoscopy Center, LLC  
4 Northwestern Drive, Lower Level  
Bloomfield, CT 06002

RE: Certificate of Need Application; Docket Number: 15-31983-CON  
Transfer of 51% Ownership of Connecticut G.I. Endoscopy Center, LLC in Bloomfield  
("CTGI") to Hartford Hospital ("HH")

Dear Ms. Durdy and Ms. Lerner:

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 complete the above-referenced application as of March 22, 2015.

If you have any questions regarding this matter, please feel free to contact me at (860) 418-7070 or Jessica Schaeffer-Helmecki at (860) 509-8075.

Sincerely,

A handwritten signature in blue ink, appearing to read "Olga Armah".

Olga Armah  
Associate Research Analyst

*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

## Greer, Leslie

---

**From:** Greer, Leslie  
**Sent:** Monday, June 15, 2015 4:21 PM  
**To:** 'mlerner@connecticutgi.org'  
**Cc:** Armah, Olga  
**Subject:** CT G.I. Endoscopy Center, LLC Hartford Hospital - Final Decision  
**Attachments:** 31983\_201506151601.pdf

Ms. Lerner,

Attached is the Notice of Final Decision for Connecticut G.I. Endoscopy Center, LLC and Hartford Hospital's Certificate of Need application.

*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](http://www.ct.gov/ohca)

 Please consider the environment before printing this message



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

June 15, 2015

**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: 15-31983-CON

**Connecticut G.I. Endoscopy Center, LLC  
Hartford Hospital**

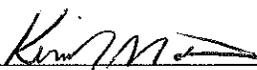
**Transfer of 51% Ownership of  
Connecticut G.I. Endoscopy Center,  
LLC in Bloomfield to Hartford  
Hospital**

Ms. Barbara Durdy  
Director of Strategic Planning  
Hartford Healthcare  
181 Patricia M. Genova Blvd  
Newington, CT 06111

Ms. Melisa Lerner  
Administrator  
Connecticut G.I. Endoscopy Center, LLC  
4 Northwestern Drive, Lower Level  
Bloomfield, CT 06002

Dear Ms. Durdy and Ms. Lerner:

This letter will serve as notice of the approved Certificate of Need Application in the above referenced matter. On June 15, 2015, the Final Decision, 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:oa

*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



**Department of Public Health  
Office of Health Care Access  
Certificate of Need Application**

**Final Decision**

**Applicants:** Connecticut G.I. Endoscopy Center, LLC  
4 Northwestern Drive, Bloomfield, CT 06002

Hartford Hospital  
181 Patricia M. Genova Blvd, Newington, CT 06111

**Docket Number:** 15-31983-CON

**Project Title:** Transfer of 51% ownership of Connecticut G.I. Endoscopy Center, LLC d/b/a Connecticut G.I. Endoscopy Center, LLC to Hartford Hospital

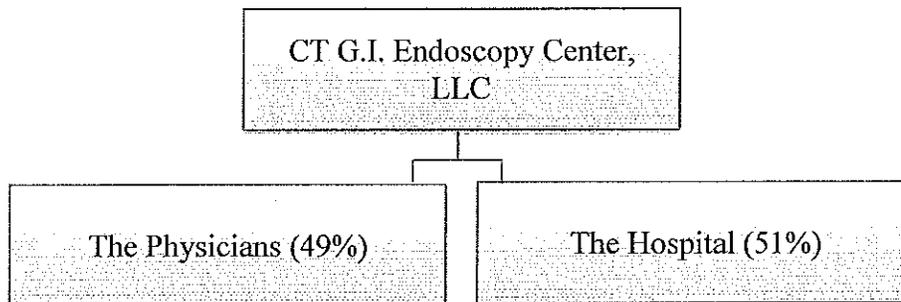
**Project Description:** Connecticut G.I. Endoscopy Center, LLC (“CTGI”) and Hartford Hospital (“the Hospital”), or collectively (“Applicants”), seek authorization to transfer 51% ownership of CTGI of Bloomfield to the Hospital, with an associated capital expenditure of \$6,104,700.

**Procedural History:** The Applicants published notice of their intent to file a Certificate of Need (“CON”) application in the *Hartford Courant* on December 12, 13 and 14, 2014. On February 27, 2015, the Office of Health Care Access (“OHCA”) received the CON application from the Applicants for the above-referenced project and deemed the application complete on May 22, 2015. OHCA received no responses from the public concerning the proposal and no hearing requests were received from the public per Connecticut General Statutes (“Conn. Gen. Stat.”) § 19a-639a(e). Deputy Commissioner Brancifort 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. CTGI is an outpatient endoscopy center, licensed as an ambulatory surgical center, located at 4 Northwestern Drive, Bloomfield, CT and wholly owned by 17 Connecticut-licensed physicians (“the Physicians”). Ex. A, pp. 12, 21.
2. CTGI has been in operation since 2000, following OHCA approval on June 29, 1999 (Determination Report: 99-EI). CTGI utilizes two procedure rooms and five recovery rooms to perform gastrointestinal services that include colonoscopies and upper endoscopies. Ex. A, p. 12.
3. The Hospital is an 867-bed acute care hospital located in Hartford that provides primary, secondary and tertiary care services. It is a member of Hartford HealthCare. Ex. A, p. 12.
4. CTGI intends to retain a 49% ownership interest and transfer 51% of its ownership interest to the Hospital via a yet-to-be-formed holding company. Ex. A, p. 12.
5. Under the proposal, the Hospital intends to transfer the fair market value of 51% of CTGI, (\$6,104,700) to CTGI. Ex. A, p. 22.
6. A chart of organization following Hartford Hospital’s partial acquisition of CTGI is indicated below. Ex. A, p. 47.



7. A management committee will have oversight of CTGI with the Physicians and Hospital each appointing three members to the committee. All day-to-day operations of CTGI will remain the same and under the purview of the medical director of the facility. Ex. A, p. 127.
8. Following approval of the proposal, CTGI will notify patients of the ownership change in the following ways:
  - a. Letters mailed to patients who have scheduled appointments or procedures; and
  - b. Written notice posted in the waiting room and other public areas as appropriate.Ex. A, p. 130.

9. The majority of patients CTGI serves reside in Hartford County. Of the 5,344 visits in FY14, 3,189 were for patients residing in the primary service area. CTGI also serves patients in Tolland and Middlesex counties. The table below shows the breakdown of towns of origin. Ex. A, pp. 14, 37.

**TABLE 1**  
TOWNS OF ORIGIN IN PRIMARY SERVICE AREA

Town	County	Percent	Cases
West Hartford	Hartford	16.9%	902
Windsor	Hartford	9.5%	506
Bloomfield	Hartford	7%	372
Simsbury	Hartford	6%	322
Avon	Hartford	4.8%	257
Hartford	Hartford	4%	216
Enfield	Hartford	3.1%	168
Farmington	Hartford	3.1%	164
Granby	Hartford	2.9%	153
Windsor Locks	Hartford	2.4%	129
<b>Total</b>		<b>59.7%</b>	<b>3,189</b>

10. CTGI does not anticipate any changes to the clinical services it currently offers. Ex. A, p. 14.
11. CTGI will continue to bill for all services performed at the Bloomfield endoscopy center under its existing fee schedule. Ex. A, pp. 24, 130.
12. CTGI charges facility fees which are based on established ambulatory surgery center fee schedule for each procedure. If this proposal is approved, CTGI does not intend to charge additional facility fees for the services performed. Ex. A, p. 130.
13. The Physicians have active privileges, will continue to perform inpatient and outpatient procedures for patients with significant co-morbid conditions, and will be invited to participate in collaborative system-wide quality improvement program at the Hospital to better align for consistent and quality service standards. Ex A, pp. 13, 128.
14. CTGI does not currently have a financial assistance policy but will adopt Hartford HealthCare's financial assistance and charity care policy upon approval of the proposal. The policy also makes provisions for homeless, underinsured and medically indigent patients. Ex A, pp. 16, 36-42, 129, 130.
15. CTGI currently does not accept Medicaid. Following the transfer of ownership, CTGI would begin accepting Medicaid patients. Ex A, pp. 14, 16.

16. CTGI's current and projected payor mix is shown in the table below.

**TABLE 2**  
 APPLICANT'S CURRENT & PROJECTED PAYER MIX

Payer	Current		Projected					
	FY2014		FY2015		FY2016		FY2017	
	Volume	%	Volume	%	Volume	%	Volume	%
Medicare*	1,186	22%	1,122	20%	1,145	20%	1,168	20%
Medicaid**	0	0%	201	4%	205	4%	210	4%
CHAMPUS & TriCare	9	.2%	0	0%	0	0%	0	0%
<b>Total Government</b>	<b>1,195</b>	<b>22%</b>	<b>1,323</b>	<b>23%</b>	<b>1,350</b>	<b>23%</b>	<b>1,378</b>	<b>23%</b>
Commercial Insurers	4,132	78%	4,375	76%	4,462	76%	4,552	76%
Uninsured	16	.3%	57	1%	59	1%	60	1%
Workers Compensation	1	.02%	0	0%	0	0%	0	0%
<b>Total Non-Government</b>	<b>4,149</b>	<b>78%</b>	<b>4,432</b>	<b>77%</b>	<b>4,521</b>	<b>77%</b>	<b>4,612</b>	<b>77%</b>
<b>Total Payer Mix</b>	<b>5,344</b>	<b>100%</b>	<b>5,755</b>	<b>100%</b>	<b>5,871</b>	<b>100%</b>	<b>5,990</b>	<b>100%</b>

Fiscal Year is January 1<sup>st</sup> through December 31<sup>st</sup>

Ex A, pp. 23 and 139

\*Includes managed care activity.

\*\*CTGI Glastonbury (a similar facility operated by the physician group) saw a 2.8% increase but a higher percentage is expected due to promotion as an all-payer facility. Otherwise, there will be no changes in existing reimbursement as insurance contracts are multi-year. Ex. A, pp. 14, 24, OHCA Docket No. 07-30920-CON (2007) p. 1

17. CTGI's historical utilization is shown in the table below. Historical procedure volumes increased by an average of 2% from FY11 to FY14.

**TABLE 3**  
 HISTORICAL VISITS

Service	Historical Volume			
	FY 2011	FY 2012	FY 2013	FY 2014
Colonoscopy	4,096	4,150	4,349	4,441
Upper Endoscopy	1,948	2,068	1,874	1,902
<b>Total Procedures</b>	<b>6,044</b>	<b>6,212</b>	<b>6,223</b>	<b>6,343</b>

Fiscal Year is January 1<sup>st</sup> through December 31<sup>st</sup>

Ex. A, pp. 17, 19-20.

18. CTGI's projected utilization is shown below. The projected 7% increase in volume in FY15 is based on expanded operating hours. The increase of 2% from FY15 to FY17 reflects the historical averages.

**TABLE 4**  
 PROJECTED VISITS

	Projected Volume		
	FY 2015	FY 2016	FY 2017
Colonoscopy	4,781	4,876	4,974
Upper Endoscopy	2,032	2,074	2,115
<b>Total Procedures</b>	<b>6,813</b>	<b>6,950</b>	<b>7,089</b>

Fiscal Year is January 1<sup>st</sup> through December 31<sup>st</sup>.  
 Ex. A, pp. 17, 19-20.

19. The Hospital will fund the project cost through taxable bonds. Ex. A, p. 135-137.
20. CTGI anticipates the endoscopy center will benefit from economies of scale due to centralized legal, accounting and marketing services; and vendor contracting for the purchase of supplies, drugs, medical equipment and laundry services. Ex A, pp. 13, 25.
21. CTGI projects incremental gains from operations in each of the first three years following the ownership change (FY 2015-2017).

**TABLE 5**  
 APPLICANTS PROJECTED INCREMENTAL GAIN FROM OPERATIONS

	FY 2015	FY 2016	FY 2017
Revenue from Operations	\$179,792	\$72,452	\$73,528
Total Operating Expenses*	(\$34,373)	(\$35,060)	(\$35,761)
<b>Gain from Operations</b>	<b>\$214,165</b>	<b>\$107,512</b>	<b>\$109,289</b>

Fiscal Year is January 1<sup>st</sup> through December 31<sup>st</sup>

Change in revenue due to change in payer mix.

\*Reflects initial 10% per year cost savings related to purchasing medical supplies and drugs.

There be an additional \$10,000 per year savings through cost avoidance from marketing and promotional activities

Ex A, pp. 127, 132.

22. 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))
23. 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))
24. The Applicants have established that there is a clear public need for the proposal. (Conn. Gen. Stat. § 19a-639(a)(3))
25. The Applicants have demonstrated that the proposal is financially feasible. (Conn. Gen. Stat. § 19a-639(a)(4))

26. The Applicants have satisfactorily demonstrated that the proposal will maintain quality, and improve the accessibility and cost effectiveness of health care delivery in the region. (Conn. Gen. Stat. § 19a-639(a)(5))
27. The Applicant has shown that there would be no adverse change in the provision of health care services to the relevant populations and payer mix, including increased access to services for Medicaid recipients and indigent persons. (Conn. Gen. Stat. § 19a-639(a)(6))
28. The Applicant has satisfactorily identified the population to be affected by this proposal. (Conn. Gen. Stat. § 19a-639(a)(7))
29. The Applicants historical provision of treatment in the service area supports this proposal. (Conn. Gen. Stat. § 19a-639(a)(8))
30. 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))
31. 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))
32. The Applicants have demonstrated that the proposal will not negatively impact the diversity of health care providers and patient choice in the region. (Conn. Gen. Stat. § 19a-639(a)(11))
33. The Applicants have satisfactorily demonstrated that the proposal will not result in any consolidation. (Conn. Gen. Stat. § 19a-639(a)(12))

## Discussion

CON applications are decided on a case by case basis and do not lend themselves to general applicability due to the uniqueness of the facts in each case. In rendering its decision, OHCA considers the factors set forth in 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).

Connecticut G.I. Endoscopy Center, LLC (“CTGI”) is an outpatient endoscopy center, licensed as ambulatory surgical center and wholly owned by licensed physicians. *FF1*. CTGI has been in operation since 2000 and utilizes two procedure and five recovery rooms to perform gastrointestinal services that include colonoscopies and upper endoscopies. *FF2*. Hartford Hospital (“the Hospital”) is an 867-bed acute care hospital, in Hartford, that provides primary, secondary and tertiary care services and is a member of Hartford HealthCare. *FF3*. The physician owners of CTGI and the Hospital (“the Applicants”) are seeking approval to transfer 51% ownership CTGI, through a yet-to-be formed holding company, to the Hospital at a fair market value of \$6,104,700. *FF4, FF5*.

Following the ownership transfer, CTGI will be managed by a committee comprising three CTGI physicians and three Hospital representatives with day- to-day operations remaining the same and under the purview of the medical director of the endoscopy center. *FF7*. CTGI will continue to provide the same clinical services, bill for services under its existing fee schedule and has no intention of charging additional facility fees from what is currently in place. *FF10, FF11, FF12*.

CTGI physicians will continue to have active privileges at the Hospitals to perform inpatient and outpatient procedures and may now participate in the Hospital’s system system-wide quality improvement programs to better align the two facilities for consistent and quality service standards. *FF13*. Other benefits of the ownership transfer include: a) CTGI will adopt Hartford HealthCare’s financial assistance and charity care policy which allows discounts to patients based on family income and makes provisions for homeless, underinsured and medically indigent patients, *FF14*; and b) CTGI will begin accepting Medicaid and uninsured patients, *FF15, FF16*. As a result of these combined factors, the Applicants have satisfactorily demonstrated that quality and access to cost effective services in the region will be maintained for all relevant patient populations.

The Hospital will fund the project through taxable bonds. *FF19*. The proposal is expected to reduce costs at CTGI, initially, by approximately \$35,000 annually as a result of anticipated savings due to centralized vendor contracting for the purchasing of supplies, drugs and medical equipment and cost avoidance from marketing and promotion. *FF20, FF21*. The Applicants project incremental gains from operations in the first three years as a result of the proposal. *FF21*. Based on these three factors, the Applicants have satisfactorily demonstrated that the proposal is financially feasible.

Overall, the cost savings achieved by this proposal will enhance the financial strength of the health care system in Connecticut while ensuring that access to quality care is maintained for the population currently being served by CTGI, including that of the Medicare and Medicaid

population. Consequently, the Applicants have demonstrated that their proposal is consistent with the overall goals included in the Statewide Health Care Facilities and Services Plan.

## Order

Based upon the foregoing Findings and Discussion, the Certificate of Need application for Connecticut G.I. Endoscopy Center, LLC, Bloomfield to transfer 51% ownership to Hartford Hospital is hereby **APPROVED**.

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

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

June 15, 2015  
Date

Janet M. Brancifort  
Janet M. Brancifort, MPH, RRT  
Deputy Commissioner

\* \* \* COMMUNICATION RESULT REPORT ( JUN. 15. 2015 3:46PM ) \* \* \*

FAX HEADER:

TRANSMITTED/STORED : JUN. 15. 2015 3:44PM  
FILE MODE OPTION

ADDRESS

RESULT

PAGE

114 MEMORY TX

98609729025

OK

11/11

REASON FOR ERROR  
E-1) HANG UP OR LINE FAIL  
E-3) NO ANSWER

E-2) BUSY  
E-4) NO FACSIMILE CONNECTION



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

FAX SHEET

**TO:** Barbara Durdy  
Director of Strategic Business Planning, Hartford  
HealthCare

**FAX:** (860) 972 9025

**AGENCY:** Hartford Hospital

**FROM:** Olga Armah

**DATE:** 6/15/2015 **TIME:** \_\_\_\_\_

**NUMBER OF PAGES:** 11  
*(including transmittal sheet)*

**Comments:** 15-31787 -CON Transfer of 51% Ownership of CTGI,  
Bloomfield to Hartford Hospital: Final Decision

**PLEASE PHONE IF THERE ARE ANY TRANSMISSION PROBLEMS.**

Phone: (860) 418-7001

Fax: (860) 418-7053

410 Capitol Ave., MS#13HCA  
P.O. Box 540308  
Hartford, CT 06134