

Lazarus, Steven

From: Lazarus, Steven
Sent: Tuesday, November 17, 2015 3:03 PM
To: Rotavera, Liz (LRotaver@stfranciscare.org)
Cc: Hartley, Christopher (CHartley@stfranciscare.org); Riggott, Kaila
Subject: Updated Information regarding: DN: 15-32002-CON.

Liz,

As discussed over the phone, can you please provide updated numbers for FY2015. Looks like these tables were originally submitted on pages 1301-1302. I couldn't find revised tables in the CL, the Pre-file or the Late File. I may have missed them and if I did, please provide the page numbers where these were updated. If not, please provide the revised tables which include complete FY2015 numbers, based on actual FY 2015.

TABLE B
JOHNSON MEMORIAL HOSPITAL
HISTORICAL DISCHARGES

Service	Actual Volume (Last 3 Completed FYs)			
	FY 2012	FY 2013	FY 2014	CFY 2015*
Medical/Surgical (Adult)	2,383	2,302	2,291	2,163
Maternity	218	206	229	204
Psychiatric	423	394	428	591
Rehabilitation	-	-	-	-
Pediatric	17	10	5	-
Neonatal ICU	-	-	-	-
Newborn	209	200	227	200
Total	3,250	3,112	3,180	3,158

*Actual volumes from October-February plus budgeted volumes for March-September
Connecticut Department of Public Health, Office of Health Care Access, Acute Care Hospital Inpatient Discharge Database

TABLE C
JOHNSON MEMORIAL HOSPITAL
HISTORICAL PATIENT DAYS

Service	Actual Volume (Last 3 Completed FYs)			
	FY 2012	FY 2013	FY 2014	CFY 2015*
Medical/Surgical (Adult)	11,603	11,294	10,714	10,573
Maternity	590	559	613	575
Psychiatric	3,537	3,818	4,409	4,368
Rehabilitation	-	-	-	-
Pediatric	-	-	-	-
Neonatal ICU	-	-	-	-
Newborn	459	459	534	489
Total	16,189	16,130	16,270	16,005

*Actual volumes from October-February plus budgeted volumes for March-September

Please feel free to call me if you have any questions,

Thank you,
Steve

Steven W. Lazarus

Associate Health Care Analyst
Division of Office of Health Care Access
Connecticut Department of Public Health
410 Capitol Avenue
Hartford, CT 06134
Phone: 860-418-7012
Fax: 860-418-7053



Lazarus, Steven

From: Rotavera, Liz <LRotaver@stfranciscare.org>
Sent: Tuesday, November 17, 2015 4:13 PM
To: Lazarus, Steven
Cc: Hartley, Christopher; Riggott, Kaila
Subject: RE: Updated Information regarding: DN: 15-32002-CON.
Attachments: Additional data DN 15-32002 CON.pdf

Hi Steve,

See above pdf which is the data you requested for FY 2015.

Thanks
Liz

From: Lazarus, Steven [<mailto:Steven.Lazarus@ct.gov>]
Sent: Tuesday, November 17, 2015 3:03 PM
To: Rotavera, Liz
Cc: Hartley, Christopher; Riggott, Kaila
Subject: Updated Information regarding: DN: 15-32002-CON.

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Maternity	218	206	229	196
Psychiatric	423	394	428	623
Rehabilitation	-	-	-	-
Pediatric	17	10	5	-
Neonatal ICU	-	-	-	-
Newborn	209	200	227	197
Total	3,250	3,112	3,180	3,018

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Psychiatric	3,537	3,818	4,409	4,225
Rehabilitation	-	-	-	-
Pediatric	-	-	-	-
Neonatal ICU	-	-	-	-
Newborn	459	459	534	452
Total	16,189	16,130	16,270	15,155

Greer, Leslie

From: Lazarus, Steven
Sent: Wednesday, November 18, 2015 11:14 AM
To: Greer, Leslie
Cc: Riggott, Kaila
Subject: FW: New Data FY15 data for DN: 15-32002
Attachments: Table 7 FY15 Payer Mix.xlsx

Leslie,

Please add the St. Francis email to DN: 15-32002-CON file.

Thanks,
Steve

Steven W. Lazarus

Associate Health Care Analyst
Division of Office of Health Care Access
Connecticut Department of Public Health
410 Capitol Avenue
Hartford, CT 06134
Phone: 860-418-7012
Fax: 860-418-7053



From: Rotavera, Liz [<mailto:LRotaver@stfranciscare.org>]
Sent: Wednesday, November 18, 2015 11:03 AM
To: Lazarus, Steven
Cc: Hartley, Christopher
Subject: New Data FY15 data for DN: 15-32002

Steve,

Attached is the JMMC FY 2015 actual payor mix new data you requested this morning for DN: 15-32002.

Please let me know if you need anything else at 714-5153.

Thanks
Liz

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JOHNSON MEMORIAL HOSPITAL

TABLE 7
 APPLICANT'S FY15 (final) PAYER MIX

PAYER	FY 2015	
	Discharges	%
Medicare*	1,468	48.6%
Medicaid*	643	21.3%
Champus & TriCare	52	1.7%
Total Government	2,163	71.7%
Commercial Insurers	778	25.8%
Uninsured	75	2.5%
Workers Compensation	2	0.1%
Total Non-Government	855	28.3%
Total Payer Mix	3,018	100.0%

*Includes managed care activity

Greer, Leslie

From: Lazarus, Steven
Sent: Friday, November 20, 2015 8:44 AM
To: Greer, Leslie
Subject: FW: New Data FY15 data for DN: 15-32002

-FYI-

Steven W. Lazarus

Associate Health Care Analyst
Division of Office of Health Care Access
Connecticut Department of Public Health
410 Capitol Avenue
Hartford, CT 06134
Phone: 860-418-7012
Fax: 860-418-7053



From: Lazarus, Steven
Sent: Thursday, November 19, 2015 1:34 PM
To: 'Rotavera, Liz'
Cc: Hartley, Christopher; Riggott, Kaila
Subject: RE: New Data FY15 data for DN: 15-32002

Liz,

Can you please provide updated FY2014 Payer Mix (similar to the FY2015 you provided) that reconciles the 3,191 discharges reported in the revised JMH's Historical Discharges. Any questions, please contact Kaila this afternoon, since I'm stepping out of the office but will be back in the morning. Please be sure to copy Kaila on the response, so one of us is sure to get it.

Thanks,
Steve

Steven W. Lazarus

Associate Health Care Analyst
Division of Office of Health Care Access
Connecticut Department of Public Health
410 Capitol Avenue
Hartford, CT 06134
Phone: 860-418-7012

Fax: 860-418-7053



From: Rotavera, Liz [<mailto:LRotaver@stfranciscare.org>]
Sent: Wednesday, November 18, 2015 11:03 AM
To: Lazarus, Steven
Cc: Hartley, Christopher
Subject: New Data FY15 data for DN: 15-32002

Steve,

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Please let me know if you need anything else at 714-5153.

Thanks
Liz

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Greer, Leslie

From: Lazarus, Steven
Sent: Friday, November 20, 2015 7:26 AM
To: Greer, Leslie
Subject: FW: Table 7 Current & Projected Payer Mix.xlsx
Attachments: Table 7 Current & Projected Payer Mix.xlsx

Importance: High

Please add to the record.

Steve

Steven W. Lazarus

Associate Health Care Analyst
Division of Office of Health Care Access
Connecticut Department of Public Health
410 Capitol Avenue
Hartford, CT 06134
Phone: 860-418-7012
Fax: 860-418-7053



From: Hartley, Christopher [<mailto:CHartley@stfranciscare.org>]
Sent: Thursday, November 19, 2015 3:50 PM
To: Riggott, Kaila; Lazarus, Steven
Cc: Rotavera, Liz
Subject: FW: Table 7 Current & Projected Payer Mix.xlsx
Importance: High

We hope this meets your needs.

Thanks
Chris H.

NOTICE: This email and/or attachments may contain confidential or proprietary information which may be legally privileged. It is intended only for the named recipient(s). If an addressing or transmission error has misdirected this email, please notify the author by replying to this message. If you are not the named recipient, you are not authorized to use, disclose, distribute, make copies or print this email, and should immediately delete it from your computer system. Saint Francis Care has scanned this email and its attachments for malicious content. However, the recipient should check this email and any attachments for the presence of viruses. Saint Francis Care accepts no liability for any damage caused by any virus transmitted by this email.

JOHNSON MEMORIAL MEDICAL CENTER

TABLE 7
 APPLICANT'S CURRENT & PROJECTED PAYER MIX

PAYER	FY 2014		CURRENT FY 2015		FY 2016		FY 2017		FY 2018	
	Discharges	%	Discharges	%	Discharges	%	Discharges	%	Discharges	%
Medicare*	1,564	49.2%	1,513	50.1%	1,505	50.1%	1,468	50.1%	1,432	50.2%
Medicaid*	677	21.3%	605	20.0%	599	20.0%	584	19.9%	569	19.9%
Champus & TriCare	25	0.8%	37	1.2%	26	0.9%	26	0.9%	25	0.9%
Total Government	2,266	71.3%	2,155	71.4%	2,130	71.0%	2,078	71.0%	2,026	71.0%
Commercial Insurers	869	27.3%	774	25.6%	807	26.9%	787	26.9%	767	26.9%
Uninsured	42	1.3%	85	2.8%	60	2.0%	59	2.0%	57	2.0%
Workers Compensation	3	0.1%	4	0.1%	4	0.1%	4	0.1%	4	0.1%
Total Non-Government	914	28.7%	863	28.6%	871	29.0%	850	29.0%	828	29.0%
Total Payer Mix	3,180	100.0%	3,018	100.0%	3,001	100.0%	2,928	100.0%	2,854	100.0%

*Includes managed care activity

Greer, Leslie

From: Lazarus, Steven
Sent: Wednesday, November 25, 2015 9:18 AM
To: Hartley, Christopher (CHartley@stfranciscare.org); Rotavera, Liz (LRotaver@stfranciscare.org)
Cc: Martone, Kim; Greer, Leslie; Riggott, Kaila
Subject: 15-32002-CON Final Signed Agreed Settlement

Dear Mr. Hartley and Ms. Rotavera,

Please see the attached final signed agreed settlement in the matter under Docket Number: 15-32002-CON. Please feel free to contact me if you have any questions in this matter.

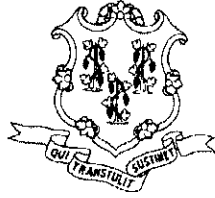
Sincerely,

Steven

Steven W. Lazarus

Associate Health Care Analyst
Division of Office of Health Care Access
Connecticut Department of Public Health
410 Capitol Avenue
Hartford, CT 06134
Phone: 860-418-7012
Fax: 860-418-7053





**Department of Public Health
Office of Health Care Access
Certificate of Need Application**

Agreed Settlement

Applicants: Johnson Memorial Medical Center, Inc.
201 Chestnut Hill Road
Stafford Springs, CT 06076

Saint Francis Care, Inc.
114 Woodland Street
Hartford, CT 06105

Trinity Health Corporation
20555 Victor Parkway
Livonia, MI 48152

Docket Number: 15-32002-CON

Project Title: Transfer of ownership of Johnson Memorial Medical Center, Inc. to Saint Francis Care, Inc.

Project Description: Johnson Memorial Medical Center, Inc. (“JMMC”) and Saint Francis Care, Inc., (“SFC”)¹ (JMMC and SFC are herein collectively referred to as the “Applicants”) seek authorization to transfer ownership of JMMC and substantially all of its assets to SFC, with an associated capital expenditure estimated at \$32,923,000.

Procedural History: The Applicants published notice of their intent to file a Certificate of Need (“CON”) application in *The Hartford Courant* (Hartford) and the *Journal Inquirer* (Manchester) on March 26, 27 and 28, 2015. On June 2, 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 September 11, 2015.

¹ SFC has changed its name to Trinity Health-New England Inc. (“THNE-RHM”). For purposes of this decision, SFC will be used to reference SFC and THNE-RHM

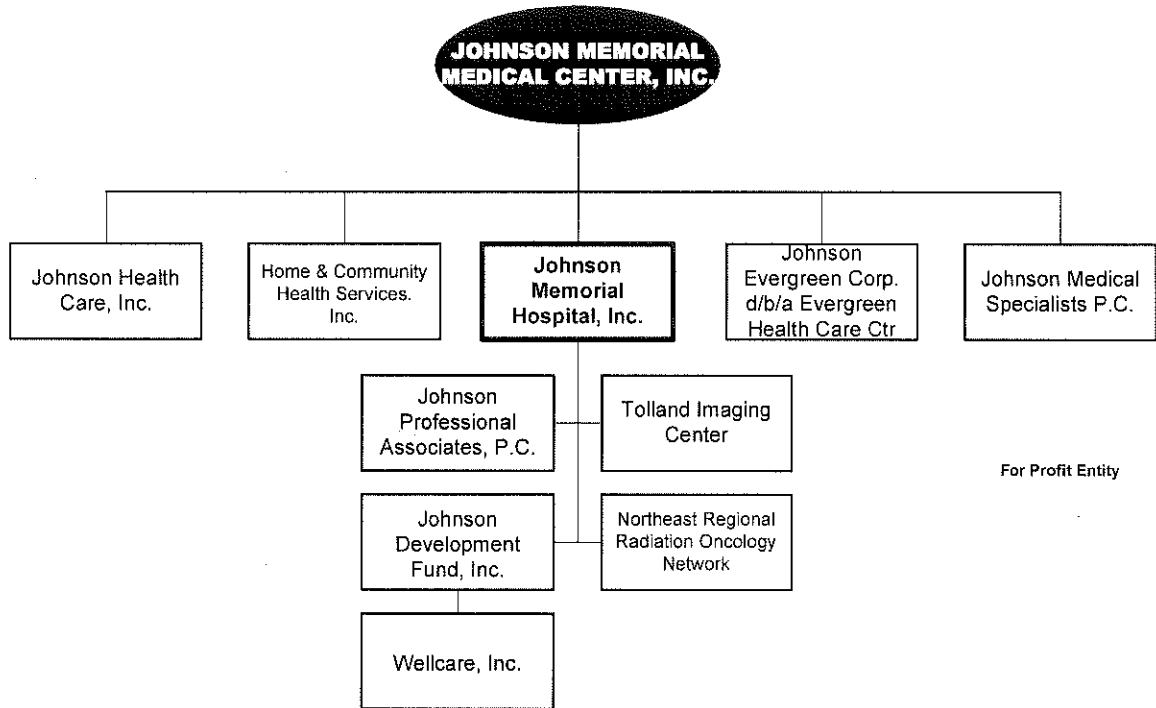
On September 15, 2015, the Applicants were notified of the date, time, and place of the public hearing. On September 17, 2015, a notice to the public announcing the hearing was published in *The Journal Inquirer*. Thereafter, pursuant to Connecticut General Statutes ("Conn. Gen. Stat.") § 19a-639a(e), a public hearing regarding the CON application was held on October 6, 2015.

Commissioner Jewel Mullen designated Attorney Kevin T. Hansted as the hearing officer in this matter. The hearing was conducted in accordance with the provisions of the Uniform Administrative Procedure Act (Chapter 54 of the Conn. Gen. Stat.) and Conn. Gen. Stat. § 19a-639a(e).

The record was closed on October 16, 2015. Deputy Commissioner Brancifort considered the entire record in this matter.

Findings of Fact and Conclusions of Law

1. Johnson Memorial Medical Center, Inc. (“JMMC”) is a not-for-profit, non-stock holding company. Exhibit A, p. 1574
2. JMMC is the parent company of Johnson Memorial Hospital, Inc. (“JMH” or “Hospital”), its principal asset, and various other subsidiaries and affiliated entities (see legal chart of corporate structure, below²).



Department of Public Health, Office of Health Care Access, 2015, *Annual Report on the Financial Status of Connecticut's Short Term Acute Care Hospitals for Fiscal Year 2015*; Appendix AA

3. JMHI is an acute care hospital located in Stafford Springs and licensed to operate 92 general hospital beds and 9 bassinets. Exhibit A, pp. 1183, 1574

² Following the submission of the legal chart to OHCA, Johnson Evergreen Corporation (“JEC”) held a bankruptcy auction of its assets and a third party (an affiliate of Athena Health Care Systems) was named as the winning bidder and approved by the United States Bankruptcy Court. As a result, JEC will not be included in the assets transferred as part of this proposal.

4. JMH treated and discharged more than 3,000 patients in FY 2014; approximately forty-one percent (41%) of these patients resided in Enfield (see table below).

TABLE A
JOHNSON MEMORIAL HOSPITAL
PRIMARY/SECONDARY SERVICE AREA TOWNS

Town*	Discharges (FY 2014)	%
Enfield	1,289	40.53%
Stafford + Union + South Springfield	663	20.85%
Somers	294	9.25%
Suffield	158	4.97%
PSA	2,404	75.60%
Windsor Locks	123	3.87%
East Windsor	96	3.02%
Willington	62	1.95%
Ellington	57	1.79%
Vernon	32	1.01%
Tolland	27	0.85%
Windsor	22	0.69%
Ashford	22	0.69%
Middletown	19	0.60%
SSA	460	14.47%
Other	316	9.94%
Total	3,180	100.00%

*Listed in descending order of discharge volume.

Exhibit A, p. 1174

- Saint Francis Care (“SFC”) ¹ is a not-for-profit health care delivery system and the parent company of Saint Francis Hospital & Medical Center (“SFHMC”), its principal asset, and various other subsidiaries and affiliated entities (see legal chart of corporate structure, below).

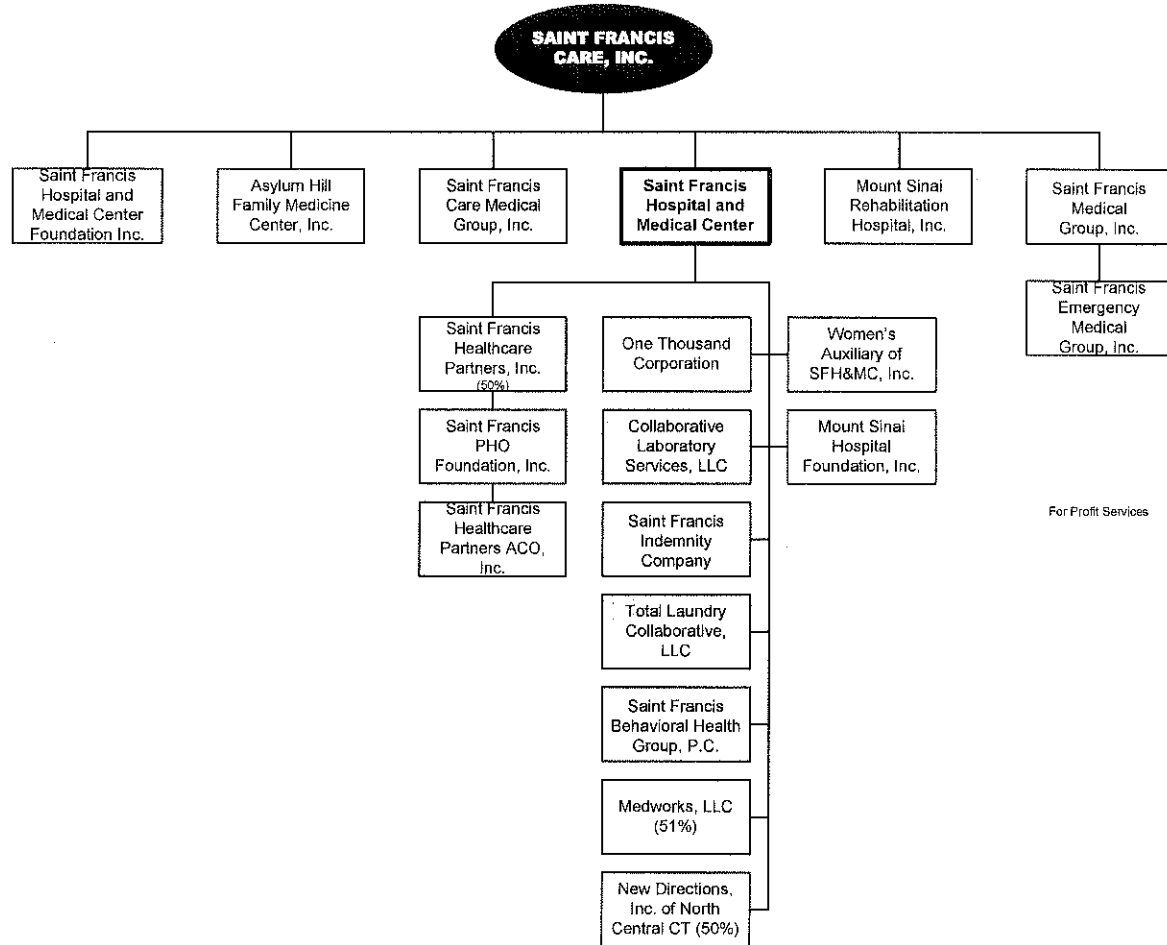


Exhibit A, p. 1462; Department of Public Health, Office of Health Care Access, 2015, *Annual Report on the Financial Status of Connecticut's Short Term Acute Care Hospitals for Fiscal Year 2015*; Appendix AA

- SFHMC is licensed for 617 acute care beds and 65 bassinets. Exhibit A, p. 1181
- On August 25, 2015, SFC ¹ received OHCA approval for the substitution of Trinity Health Corporation (“THC”), a national Catholic health care system, as the sole member of SFC. OHCA Docket Number 15-31979-CON
- THC operates a wide range of health care facilities and services in 21 states, including acute care hospitals, home health care and hospice agencies, continuing care facilities and programs for all-inclusive care for the elderly. OHCA Docket Number 15-31979-CON

9. SFC¹ has changed its name to Trinity Health-New England, Inc. (“THNE-RHM”). Exhibit D, p. 1957
10. JMMC has experienced significant operating deficits and struggled to maintain financial stability for nearly ten years. These losses have required JMMC to reduce operating expenses, including limiting employee benefits and delaying capital investments, and have challenged efforts to attract and retain physicians. Exhibit A, p. 19
11. Despite efforts to mitigate financial losses, JMMC has determined that outside assistance and investment will be required to help maintain the current level of services. Exhibit A, p. 19
12. JMMC has made a number of attempts to find a merger/affiliation partner or purchaser to help position itself as part of an integrated health care system to improve the financial stability needed to provide quality health services to patients in Stafford, Enfield and the surrounding communities. Exhibit A, p. 19
13. After several failed attempts to find a partner and the emergence from Chapter 11 bankruptcy, JMMC continued to experience financial problems and had difficulty servicing its remaining \$40M in outstanding debt. As of September 30, 2014, JMMC had an unrestricted net asset deficit of \$12.1M and current liabilities that exceeded current assets by \$32.3M. Exhibit A, pp. 20-21
14. Due to continued financial difficulties, JMMC initiated discussions on a potential affiliation in May 2011, followed by an RFP on June 1, 2011, with SFC, Hartford Hospital, ECHN, Mercy Hospital and Baystate Health. As a result of this process, JMMC decided to pursue an affiliation transaction with SFC. Exhibit A, p. 20
15. In 2011, JMMC initiated discussion with SFC that ultimately resulted in the execution of three related agreements in July 2012: a Master Affiliation Agreement that provided certain financial support, a Clinical Affiliation Agreement that provided certain clinical services and support and a Business Process Outsourcing Agreement that provided certain business services and support. Exhibit A, pp. 9555-1108; Exhibit A, pp. 169-635
16. As a result of the JMMC/SFC clinical affiliation, SFC has provided physicians and staff to support JMH’s hospitalist, medical oncology, case management, pathology, imaging, occupational health and behavioral health programs. Exhibit A, p. 40; Tr., Testimony of Christopher M. Dadlez, Regional President and Chief Executive Officer of New England Regional Health Ministry, pp. 8-9.
17. Despite more than \$2M in SFC investment to help pay JMMC creditors and anticipation that the affiliation agreements would provide sufficient support for JMMC, it was determined that more financial restructuring would be necessary and that it could best be achieved by SFC acquiring the assets of JMMC. Exhibit A, pp. 1110-1172
18. As a result, SFC and JMMC reached an agreement on restructuring JMMC’s debt with major creditors, entered into the Hospital Asset Purchase Agreement (“APA”), effective May 31,

2014, and initiated Chapter 11 bankruptcy. The APA will supersede the Master Affiliation Agreement. Exhibit A, p. 21; Exhibit D, p.1949

19. On May 14, 2015, the Bankruptcy Court entered an order approving the sale of substantially all of Johnson's assets to SFC. Exhibit A, pp. 21, 28
20. As a result of these combined factors, JMMC seeks authorization to transfer ownership of substantially all of its remaining assets to SFC. Exhibit A, p. 17
21. Pursuant to the APA, substantially all of the assets of JMMC and certain of its affiliates will be transferred to newly-formed non-for-profit corporations: the assets of JMMC will be transferred to JMMC Acquisition Corporation ("New JMMC"); the assets of JMH will be transferred to JMH Acquisition Corporation ("New JMH"); the assets of Johnson Health Care, Inc. will be transferred to JHC Acquisition Corporation ("New JHC") and the assets of Home and Community Health Services, Inc., will be transferred to HCS Acquisition Corporation ("New HCHS"). Following the transfer, the New JMMC, the New JMH, the New JHC and the New HCHS will become subsidiaries of SFC. Exhibit A, pp. 168-197
22. Benefits expected to be achieved from SFC's acquisition of the assets of JMMC and its affiliates include:
 - access to SFC purchased service contracts and supply chain staff;
 - access to Total Laundry Collaborative laundry service;
 - consultative support from facilities engineering, biomedical engineering, information technology and supply chain staff; and
 - overall reduction of JMH's operating costs.Exhibit A, p. 274
23. SFC will make the following investments in JMMC's properties in an effort to improve facilities, technological capabilities and operational and financial stability:
 - provide a capital commitment of an estimated \$13M for investments in technology, capital improvements, expanded services and routine replacement of equipment in the first three years following the ownership transfer;
 - restructure current debt to strengthen JMMC's financial viability;
 - provide access to care management protocols and programs;
 - provide access to improved software and information technologies ("IT");
 - allow JMMC to participate in cost reduction programs with respect to supplies and/or services;Exhibit A, pp. 24, 27, 71.
24. The proposal will allow JMMC to be better positioned to provide population health management to its service area patients through the incorporation of SFC's "Best Care for a Lifetime" strategic initiative plan. Exhibit A, p. 26
25. SFC developed the "Best Care for a Lifetime" strategy to serve as a guide for future health care delivery. Best Care for a Lifetime is a plan to develop an integrated continuum of health care services through model of care improvements, physician partnerships, clinical service

redesign, electronic medical records development, quality improvement, cost reduction and the creation of strategic alignments (see diagram below).

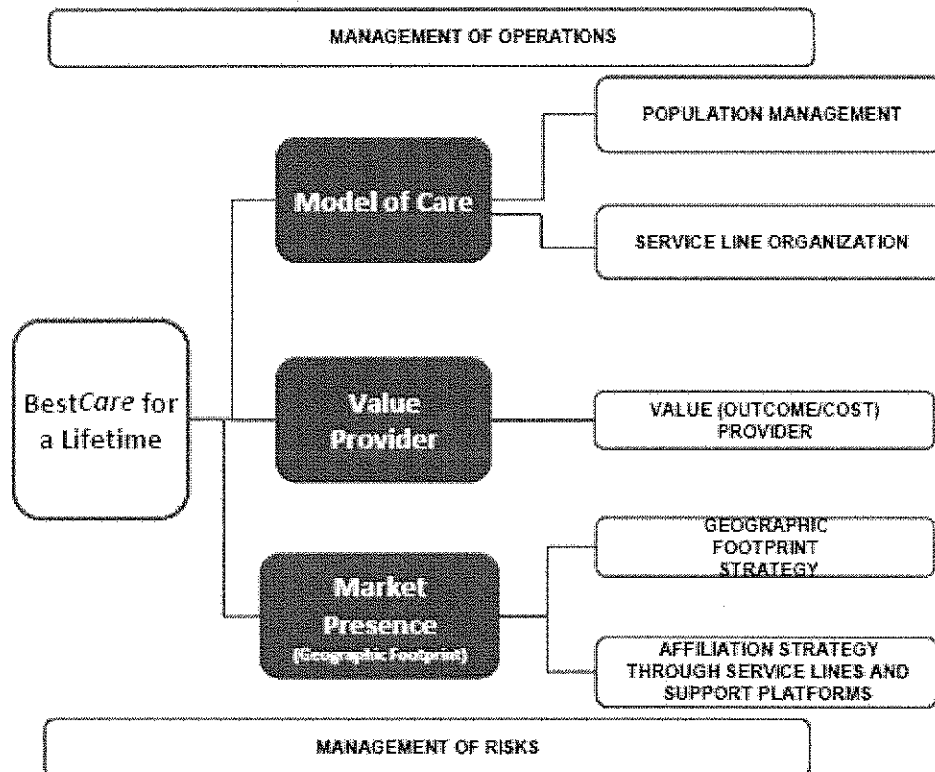


Exhibit A, pp. 22-25

26. No immediate changes to the clinical services provided by either hospital (JMHC or SFHMC) are planned as a direct result of this proposal. Exhibit A, p. 32

27. Inclusion of JMMC into the regional health ministry is expected to :

- streamline clinical service delivery;
- achieve economies of scale through restructuring of certain support services; and
- stabilize physician availability needed to deliver care in the areas of OB/GYN, behavioral health, cancer, emergency medicine and acute care.

Exhibit I, Prefiled Response to Issues, p. 2016

28. The inclusion of JMMC into the SFC system will add a full service cancer program including infusion and radiation therapy care, as well as an ambulatory surgery center, wound care center and various satellite ancillary rehabilitation facilities. Exhibit A, p. 27

29. SFC is also in the process of establishing a satellite program within the JMMC service area for congestive heart failure patients that will use the same protocols and be managed by the same physicians who operate a similar program through the Hoffman Heart and Vascular Institute of Connecticut. Exhibit I, Prefiled Response to Issues, p. 2015

30. In response to the limited availability of physicians, SFC is working with JMMC to recruit a general surgeon and to develop specialty programs in urology and neurology, similar to programs made available to JMMC through provider service agreements now in place (e.g., cancer and infusion services). Exhibit D, p. 1944

31. The Applicants testified that they intend to coordinate care in an effort to more efficiently use resources and deliver health care services closer to home. Tr., Testimony of Christopher M. Dadlez, Regional President and Chief Executive Officer of New England Regional Health Ministry, pp. 22-27

32. Inpatient discharges at JMH decreased by approximately 2% from FY 2012 to FY 2014 and an additional 1% drop is estimated for FY 2015. Inpatient volume is projected to decrease 4.8%, 2.4% and 2.5% respectively, for FY 2016 through FY 2018.

TABLE B
JOHNSON MEMORIAL HOSPITAL
HISTORICAL DISCHARGES

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Pediatric	17	10	5	-
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Newborn	209	200	227	197
Total	3,250	3,112	3,180	3,018

Exhibit O, p. 2014

TABLE C
JOHNSON MEMORIAL HOSPITAL
HISTORICAL PATIENT DAYS

Service	Actual Volume (Last 3 Completed FYs)			
	FY 2012	FY 2013	FY 2014	CFY 2015
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Pediatric	-	-	-	-
Neonatal ICU	-	-	-	-
Newborn	459	459	534	452
Total	16,189	16,130	16,270	15,155

Exhibit O, p. 2014

TABLE D
JOHNSON MEMORIAL HOSPITAL
PROJECTED DISCHARGES BY SERVICE

Service	Projected Volume		
	FY 2016	FY 2017	FY 2018
Medical/Surgical (Adult)	2,066	2,016	1,965
Maternity	201	196	191
Psychiatric	536	523	510
Rehabilitation	-	-	-
Pediatric	-	-	-
Neonatal ICU	-	-	-
Newborn	198	193	188
Total	3,001	2,928	2,854

Exhibit A, pp. 1299, 1301-1302

TABLE E
JOHNSON MEMORIAL HOSPITAL
PROJECTED PATIENT DAYS BY SERVICE

Service	Projected Volume		
	FY 2016	FY 2017	FY 2018
Medical/Surgical (Adult)	10,554	10,296	10,039
Maternity	558	545	531
Psychiatric	3,853	3,759	3,665
Rehabilitation	-	-	-
Pediatric	-	-	-
Neonatal ICU	-	-	-
Newborn	457	445	434
Total	15,422	15,045	14,669

Exhibit A, pp. 1299, 1301-1302

33. JMMC outpatient visits are expected to increase 3% annually from FY 2016 through FY 2018. Exhibit A, pp. 1299
34. This proposal will allow SFC to standardize health care delivery at JMMC by extending to JMMC the evidence-based clinical approach that has been successfully implemented at SFC and earned numerous quality awards. Exhibit D, p. 1942
35. Services will be integrated in an effort to ensure that similar care based on the same evidence-based medicine will be delivered to JMH's patients. Tr., Testimony of Christopher Hartley, Senior Vice President, Planning, Business Development and Government Relations, SFC, p. 27

36. SFC quality awards for clinical excellence include the Healthgrades[®] Distinguished Hospital Award for Clinical Excellence in 2015, CareChex[®] national and state medical excellence achievements in numerous categories in its 2015 hospital quality award rankings and a LeapFrog Group safety rating score of “A” for the sixth consecutive year. Exhibit A, pp. 1279-1280
37. JMMC’s affiliation with SFC, a larger health care system, is expected to facilitate its ability to attract and retain a sufficient number of highly skilled physicians and allied health personnel to support its health program offerings. Exhibit A, p. 40
38. JMMC’s physicians and staff will be involved in the education and health care innovation efforts at SFC that include education programs for medical, dental, nursing and other allied health professionals and hospital-based fellowships and residency training programs. Exhibit A, p. 34
39. Following the ownership transfer, SFC will prioritize JMMC’s community- based programs and will bring additional resources (e.g., grant writing and community engagement expertise) and new opportunities (i.e., connections to national organizations such as Community Solutions and Ariadne Labs) which were previously unavailable to JMMC. In addition, SFC will focus on areas of need identified in the Community Health Needs Assessment (CHNA), such as improving communication and addressing limited substance and alcohol dependency resources. Exhibit I, Prefiled Response to Issues, p. 2018
40. Medicaid was the primary payer for approximately one out of five patients served by Johnson Memorial Hospital. The Hospital’s payer mix is projected to remain stable and reflect historical results.

TABLE F
JOHNSON MEMORIAL HOSPITAL CURRENT & PROJECTED PAYER MIX

Payer	FY 2014		Projected							
			FY 2015		FY 2016		FY 2017		FY 2018	
	Discharges	%	Discharges	%	Discharges	%	Discharges	%	Discharges	%
Medicare	1,564	49.2%	1,513	50.1%	1,505	50.1%	1,468	50.1%	1,432	50.2%
Medicaid*	677	21.3%	605	20.0%	599	20.0%	584	19.9%	569	19.9%
CHAMPUS & TriCare	25	0.8%	37	1.2%	26	0.9%	26	0.9%	25	0.9%
Total Government	2,266	71.3%	2,155	71.4%	2,130	71.0%	2,078	71.0%	2,026	71.0%
Commercial Insurers*	869	27.3%	774	25.6%	807	26.9%	787	26.9%	767	26.9%
Uninsured	42	1.3%	85	2.8%	60	2.0%	59	2.0%	57	2.0%
Workers Compensation	3	0.1%	4	0.1%	4	0.1%	4	0.1%	4	0.1%
Total Non-Government	914	28.7%	863	28.6%	871	29.0%	850	29.0%	828	29.0%
Total Payer Mix	3,180	100.0%	3,018	100.0%	3,001	100.0%	2,928	100.0%	2,854	100.0%

Exhibit A, 1304; Exhibit Q, p. 2016

41. SFC will fund JMMC's \$30M purchase price through SFHMC cash on hand or through intercompany financing from THC. Fiscal year-to-date financial data submitted by the Applicants indicates that SFHMC's cash and cash equivalent totaled \$54M as of June 30, 2015. Exhibit D, p.1949; Exhibit K, Late File, p. 2
42. SFHMC's earnings before interest, taxes, depreciation and amortization (EBITDA), net working capital, income from operations and debt service coverage ratio improved from YTD June 2014 to YTD June 2015.

TABLE G
SAINT FRANCIS HOSPITAL AND MEDICAL CENTER FINANCIAL
STATISTICS FISCAL YEAR-TO-DATE (YTD) JUNE 2014 AND 2015

Financial Statistics*	YTD June 2014	YTD June 2015
EBITDA	\$36,310,000	\$43,133,000
Net Working Capital	\$91,293,000	\$106,240,000
Income from Operations	\$632,000	\$6,570,000
Debt Service Coverage Ratio**	2.7x	3.8x

*Net working capital is current assets minus current liabilities

Income from operations is operating revenue minus operating expenses.

**Debt service coverage ratio measures an entity's ability to repay debt principal plus interest, an increase is considered favorable by creditors.

The "x" means times. For example, in FY 2014 the total amount of available funds was approximately three times the amounts owed in principal and interest by the entity.

Exhibit K, Late File, p. 4

43. The \$30M purchase price consists of \$5.5 million that will be paid in cash at closing to fund costs associated with this proposal. The remaining amount represents the assumption by SFC of JMMC's and JMH's debt obligations and payments estimated at \$24.5M. The total purchase price may be higher depending upon JMMC's financial operational activity and need to borrow additional funds from its Healthcare Finance Group line of credit at the time of closing.

TABLE H
JOHNSON MEMORIAL MEDICAL CENTER AND JOHNSON MEMORIAL HOSPITAL
LIABILITIES AND PAYMENTS ASSUMED BY SAINT FRANCIS CARE, (in Millions)

Entity's Name	Liability Description	Assumed Liability and Payments
JMH	Pension Benefit Guaranty Corporation and Clifford Zucker, Plan Custodian*	\$3.0
	Healthcare Finance Group	\$7.0
	Capital Leases	\$2.3
JMMC and JMH	People's United Bank	\$10.5
	Other**	\$1.7

* The Pension Benefit Guaranty Corporation took over JMH's pension plan assets as of September 1, 2011.

**Includes contract defaults, transfer taxes, bankruptcy costs, and tail insurance. SFC will also assume the balance of other trade payable and accrued liabilities as of the closing date.

Exhibit A, p.23; Exhibit D, pp.1948-1950; Exhibit I, p.2021 and Exhibit Late File; Tr., Testimony of Mr. David Bittner, Chief Financial Officer at SFC, pp. 32-39.

44. As part of the Bankruptcy Court approval, any debt which is not assumed by SFC will be written off by JMMC's creditors. Exhibit D, p.1948

45. In addition to the \$13M in capital investments, the proposal will provide JMMC and JMHI with the following financial benefits:

- The reduction of outstanding debt and interest expenses by \$5.0M and \$1.1M by FY 2018, respectively, as a result of restructuring the debt;
- The anticipated realization of revenue cycle improvements of \$2.5M by FY 2018, such as improvements in clinical documentation and reimbursement capture accuracy;
- The reduction of administrative and overhead costs through economies of scale and centralization of nonclinical and administrative functions of \$1.25M in FY 2016 and \$750,000 in FY 2017; and
- The reduction of supply costs through group purchasing contracts, with anticipated annual savings of \$400,000.

Exhibit A, pp. 36, 1299

46. The \$13M will be allocated to the following capital projects priorities:

- Electronic medical record conversion (Epic and other systems) \$5.4M;
- Hospital operating room and Ambulatory Surgery Center upgrades - \$5.7M;
- Generator replacement - \$500,000 thousand; and
- Replacement of clinical equipment - \$1.4M.

Exhibit A, pp.71-72.

47. Funding for the \$13M in capital expenditures would primarily be sourced from JMMC's operating income; any shortfall would be funded by SFC's \$275M capital commitment from THC. Exhibit L, Tr., Testimony of Mr. Christopher Hartley, Senior Vice President, Planning, Business Development and Government Relations at SFC, p. 36

48. The Applicants are supportive of a local government initiative designed to bring city water, local sewer district access and natural gas services to the main campus of JMMC. If needed, a portion of the \$13M will be used to fund this initiative. Exhibit D, pp. 1950-1951, 1976-1977; Exhibit L, Tr., Testimony of Mr. David Bittner, Chief Financial Officer at SFC, p. 42

49. There are no projected incremental losses from JMMC's operations resulting from implementation of this proposal. Exhibit A, p.49.

50. The following table represents JMMC's projected revenues and expenses from operations without this proposal:

TABLE I
PROJECTED REVENUES AND EXPENSES WITHOUT CON

	FY 2016	FY 2017	FY 2018
Revenue from Operations	\$73,980,000	\$74,736,000	\$75,497,000
Total Operating Expenses	\$76,295,000	\$78,845,000	\$80,377,000
Gain/Loss from Operations	(\$2,315,000)	(\$4,109,000)	(\$4,880,000)

Exhibit I, p. 2053

51. The following table represents JMMC's projected revenues and expenses from operations with this proposal:

TABLE J
PROJECTED REVENUES AND EXPENSES WITH CON

	FY 2016	FY 2017	FY 2018
Revenue from Operations	\$78,176,000	\$79,987,000	\$81,353,000
Total Operating Expenses	\$75,441,000	\$77,033,000	\$78,692,000
Gain/Loss from Operations	\$2,735,000	\$2,954,000	\$2,661,000

Exhibit A, p.54 and Exhibit I, p. 2053

52. JMMC's charity care and financial assistance procedures and guidelines will be enhanced to meet SFC's policies. Exhibit I, p. 2020

53. SFC's payer contracting process will allow JMMC to have additional access to cost of care and actual reimbursements data not currently available through JMMC's contracting process. Exhibit A, p.73; Exhibit L, Tr., Testimony of Mr. David Bittner, Chief Financial Officer at SFC, p. 47,50-51.

54. There are no anticipated changes to JMMC's and SFC's collection policies and procedures as a result of this proposal. Exhibit A, p.74.

55. 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))

56. This CON application is consistent with the Statewide Health Care Facilities and Service Plan. (Conn. Gen. Stat. § 19a-639(a)(2))
57. The Applicants have established that there is a clear public need for the proposal. (Conn. Gen. Stat. § 19a-639(a)(3))
58. The Applicants have demonstrated that the proposal will improve the overall financial strength of the health care system and that it is financially feasible. (Conn. Gen. Stat. § 19a-639(a)(4))
59. The Applicants have satisfactorily demonstrated that the proposal will maintain quality, accessibility and cost effectiveness of health care delivery in the region. (Conn. Gen. Stat. § 19a-639(a)(5))
60. The Applicants have shown that there would be no adverse change in the provision of health care services to the relevant populations and payer mix, including access to services by Medicaid recipients and indigent persons. (Conn. Gen. Stat. § 19a-639(a)(6))
61. The Applicants have satisfactorily identified the population to be affected by this proposal. (Conn. Gen. Stat. § 19a-639(a)(7))
62. The historical utilization of Johnson Memorial Hospital's services in the service area support this proposal. (Conn. Gen. Stat. § 19a-639(a)(8))
63. The Applicants have satisfactorily demonstrated that this proposal would not result in an unnecessary duplication of existing services in the area. (Conn. Gen. Stat. § 19a-639(a)(9))
64. The Applicants have demonstrated that there will be no reduction in access to services by Medicaid recipients or indigent persons. (Conn. Gen. Stat. § 19a-639(a)(10))
65. The Applicants have satisfactorily demonstrated that the proposal will not have a negative impact on the diversity of health care providers in the area. (Conn. Gen. Stat. § 19a-639(a)(11))
66. The Applicants have satisfactorily demonstrated that the proposal will not result in any consolidation that would affect health care costs or accessibility to care. (Conn. Gen. Stat. § 19a-639(a)(12))

DISCUSSION

CON applications are decided on a case by case basis and do not lend themselves to general applicability due to the uniqueness of the facts in each case. In rendering its decision, OHCA considers the factors set forth in § 19a-639(a) of the Statutes. The Applicants bear the burden of proof in this matter by a preponderance of the evidence. *Jones v. Connecticut Medical Examining Board*, 309 Conn. 727 (2013).

Johnson Memorial Medical Center, Inc. (“JMMC”) is a not-for-profit entity and the parent company of Johnson Memorial Hospital, Inc. (“JMH” or “Hospital”). *FF1,2* JMH is a 92-bed, 9-bassinnet acute care hospital located in Stafford Springs, CT. *FF3* Saint Francis Care (“SFC”) is a not-for-profit health care system and the parent company of Saint Francis Hospital and Medical Center (“SFHMC”), a 617-bed, 65-bassinnet acute care hospital located in Hartford, CT. *FF5,6* In August 2015, OHCA granted CON approval for the substitution of SFC to Trinity Health Corporation (“THC”), a national Catholic health care system, which operates a wide range of health care facilities and services in 21 states as the sole member of SFC¹, SFC has been renamed TrinityHealth-New England, Inc. (“THNE-RHM”). *FF7*

For nearly ten years, and despite efforts such as delaying capital improvements to mitigate losses, JMMC has experienced significant operating deficits and struggled to maintain financial stability. *FF10,11* Although JMMC’s earlier attempts to find a merger/affiliation partner or purchaser were unsuccessful, in 2012 JMMC and SFC executed three related agreements (a Master Affiliation Agreement, a Clinical Affiliation Agreement and a Business Process Outsourcing Agreement) that provided financial, clinical and business services and support to JMMC. *FF12-15*

However, despite an infusion of more than \$2M from SFC to help pay JMMC’s creditors and the anticipation that the affiliation agreements would provide sufficient support for JMMC, it was eventually determined that additional financial restructuring would be necessary and that it could best be achieved by SFC acquiring the assets of JMMC. *FF17* As a result, in 2014 SFC and JMMC reached an agreement on restructuring JMMC’s debt with major creditors, entered into a Hospital Asset Purchase Agreement (“APA”) and initiated Chapter 11 bankruptcy. *FF18* In May 2015, the Bankruptcy Court entered an order approving the sale of substantially all of Johnson’s assets to SFC. *FF19* JMMC now seeks authorization to transfer ownership of substantially all of its remaining assets to SFC. *FF20* Pursuant to the APA, substantially all of the assets of JMMC and certain of its affiliates will be transferred to newly-formed not-for-profit corporations: the assets JMMC will be transferred to JMMC Acquisitions Corporation (“New JMMC”); the assets of JMH will be transferred to JMH Acquisitions Corporation (“New JMH”); the assets of Johnson Health Care, Inc. will be transferred to JHC Acquisitions Corporation (“New JMH”); the assets of Home and Community Health Services, Inc. will be transferred to HCHS Acquisitions Corporation (“New HCHS”). Following the transfer, New JMMC, New JMH, New JHC and New HCHS will become subsidiaries of SFC¹

SFC will make investments in JMMC's properties in an effort to improve facilities, technological capabilities and operational and financial stability. These investments will include a capital commitment of an estimated \$13M for investments in technology, capital improvements, expanded services and routine replacement of equipment in the first three years following the transfer of ownership. SFC will also restructure current debt to improve JMMC's financial viability and provide access to care management protocols and programs. *FF23*

By adopting SFC's Best Care for a Lifetime strategy, JMMC will be better positioned to provide health care to its service area patients with an integrated continuum of health care services through model of care improvements, physician partnerships, clinical service redesign, electronic medical records development, quality improvement, cost reduction and the creation of strategic alignments. *FF24,25* The inclusion of Johnson in the SFC system will add a full service cancer program containing infusion and radiation therapy care as well as an ambulatory surgery center, wound care center and various satellite ancillary rehabilitation facilities. *FF28*

No immediate changes to the clinical services provided by either hospital (JMH or SFHMC) are planned as a direct result of this proposal. *FF26* The Applicants testified that they intend to coordinate care in an effort to more efficiently use resources and deliver health care services closer to home. *FF31* This proposal will allow SFC to standardize health care delivery at JMMC by extending to JMMC the evidence-based clinical approach that has been successfully implemented at SFC and earned numerous quality awards. *FF34* Services will be integrated in an effort to ensure that similar care based on the same evidence-based medicine will be delivered to JMH's patients. *FF35*

While JMMC has had challenges in attracting and retaining physicians, JMMC's affiliation with a larger health care system is expected to facilitate its ability to attract and retain a sufficient number of highly skilled physicians and allied health personnel. *FF37* Inclusion of JMMC into the regional health ministry is expected to stabilize physician availability needed to deliver care in the areas of OB/GYN, behavioral health, cancer, emergency medicine and acute care. *FF27*

Additionally, the transfer of ownership will ensure that several key successes are achieved: JMMC will have access to improved software and information technologies as well as consultative support from facilities engineering, biomedical engineering, information technology and supply chain staff, allowing JMMC to participate in cost reduction programs with respect to services and supplies. *FF22*

The Hospital will continue to serve Medicaid patients and the indigent. Medicaid is the primary payer for approximately one out of five patients served by Johnson Memorial Hospital. The Applicants do not anticipate any significant changes in payer mix over the next three years. *FF40* There are no anticipated changes to JMMC's or SFC's collection policies and procedures as a result of this proposal. *FF54* Further, JMMC's charity care and financial assistance procedures and guidelines will be enhanced to meet SFC's policies. *FF52*

The \$30M purchase price consists of \$5.5 million that will be paid in cash at closing while the remaining amount represents the assumption by SFC of JMMC's and JMH's debt obligations and payments estimated at \$24.5M. *FF43* SFC will fund the \$30M purchase of JMMC through SFHMC cash on hand or through intercompany financing from THC. SFHMC's cash and cash equivalents totaled \$54M as in June 2015. *FF41* Therefore, OHCA finds the proposal financially feasible.

\$13M will be allocated to electronic medical record conversion, hospital operating room and ambulatory surgery center upgrades, generator replacement and replacement of clinical equipment. *FF46* Funding for these capital expenditures would come from JMMC's operating income and any shortfall will be funded by SFC's \$275M capital commitment from THC. *FF47* In addition to the \$13M in capital investments, the proposal will provide JMMC and JMH with the following financial benefits: the reduction of outstanding debt and interest; the realization of revenue cycle improvements (e.g., clinical documentation and reimbursement capture accuracy); the reduction of administrative and overhead costs through economies of scale and centralization of nonclinical and administrative functions; and the reduction of supply costs through group purchasing contracts. *FF45* The proposal is expected to result in operational gains for JMMC in each of the first three years following the transfer of ownership. *FF51* Without the proposal, JMMC is projected to suffer losses in each of the three years. *FF50* As a result of the potential for improved financial performance, cost savings and capital improvements, the Applicants have demonstrated that the proposal will improve the financial strength of the state's health care system.

Johnson's future financial viability and its patient population's access to community health services can be best achieved by maintaining and building upon the relationship and affiliation with SFC and integrating its services into the SFC health system. The proposed acquisition will provide an opportunity for Johnson to improve its financial condition by restructuring its debt and aligning with an integrated health care system that will help preserve Johnson as an important access point for health care services in the local community. Thus, the Applicants have demonstrated clear public need for the proposal.

The new health care organization formed as a result of this merger will improve the community's health by delivering high quality, cost effective, coordinated care across a broad continuum. Therefore, the Applicants have demonstrated that the proposal is consistent with the Statewide Health Care Facilities and Services Plan.

Order

NOW, THEREFORE, the Department of Public Health, Office of Health Care Access ("OHCA"), Johnson Memorial Medical Center, Inc., Trinity Health-New England, Inc., f/k/a Saint Francis *Care*, Inc., and Trinity Health Corporation hereby stipulate and agree to the terms of settlement with respect to the transfer of ownership of Johnson Memorial Medical Center, Inc. ("JMMC") and substantially all of its assets to Trinity Health-New England, Inc., f/k/a Saint Francis *Care*, Inc. ("SFC"), including the assets of Johnson Memorial Hospital ("JMHC"), as follows:

1. Unless expressly provided otherwise, all conditions of this Order (referred to herein as the "Conditions") shall, to the extent applicable, be binding on the Applicants, their successors and assigns, including Trinity Health-New England ("THNE"), and its successors and assigns, regardless of whether THNE or its successor remains a member of THNE -RHM. THNE-RHM shall directly own and operate New JMMC, New JMHC, New JMHC and New HCHS, and New JMHC will hold the hospital license post-closing as proposed in the CON application.
2. Unless expressly provided otherwise or there is a change in law that would render any Condition of this Order unenforceable, a request for modification must be submitted and approved as required by C.G.S. §4-181a to change or eliminate any Conditions set forth herein.
3. OHCA and any successor agency shall have the right to enforce the Conditions by all means and remedies available to it under law and equity, including, but not limited, Conn. Gen. Stat. § 19a-642 and the right to impose and collect a civil penalty under Conn. Gen. Stat. § 19a-653 against any person or health care facility or institution that fails to file required data or information within the prescribed time periods set forth in this Order.
4. Applicants shall notify OHCA in writing of the Closing Date of the change of ownership transaction authorized by this Order and provide evidence of New JMMC's non-profit status and evidence of the change of name of SFC to THNE within ten (10) days of such closing. All references to days in these Conditions shall mean calendar days.

5. Applicants shall submit to OHCA certain information as required by these Conditions on an annual basis (the "Annual Report") up to and including the third (3rd) anniversary of the Closing Date. The Annual Report shall be furnished to OHCA within thirty (30) days of each anniversary of the Closing Date.
 - a. All reports and other information required shall be posted on New JMMC's website page.
 - b. All reports shall remain posted until the third (3rd) anniversary of the Closing Date, except to the extent they are superseded or otherwise rendered inaccurate by subsequent reports and/or information required to be posted pursuant to these Conditions.
6. Unless on a temporary basis and not before the completion of the next CHNA for the JMMC service area, there shall be no reduction or relocation of any inpatient or outpatient services that reduces access to care specific to those services that existed at JMHS on the date of OHCA's Final Decision in this matter. A reduction in service shall constitute any reduction in allocated beds, hours of operation or any other act or omission by the Applicants. Within twenty (20) days following the date of OHCA's Final Decision in this matter, the Applicants shall submit schedules to OHCA setting forth JMHS's inpatient bed allocation and hours of operation for all outpatient services and publish this same information on the JMMC website page.
7. Within sixty (60) days following the Closing Date, the Applicants shall submit to OHCA a plan demonstrating how inpatient and outpatient health care services will be provided by New JMHS for the first three (3) years following the transfer of ownership, including any consolidation, reduction, elimination or expansion of existing services or introduction of new services.
8. The Applicants shall submit to OHCA the 2016 Community Health Needs Assessment (CHNA) and the Implementation Plan for New JMHS's service area that will address the identified health care needs of the community (e.g., obesity, diabetes, behavioral health and substance abuse) including any new areas of concern. Such CHNA and the Implementation Plan shall be filed with OHCA within thirty (30) days of their finalization and release.

9. Within one hundred and fifty (150) days following the Closing Date and thereafter on an annual basis, the Applicants shall submit to OHCA its Capital Investment Plan specific to New JMMC and New JMH detailing the proposed allocation of the capital investment commitment over the three-year period post-closing. The submitted plans shall account for the full commitment as stated in this proposal and include the following in a format to be agreed upon:
 - a. A list of planned capital expenditures with detailed descriptions and associated estimated costs; and
 - b. A timeframe for the roll out of the capital projects (including estimated beginning, ending and startup/operation dates); and
 - c. Written reports updating OHCA on the implementation of the Capital Investment Plan in each Annual Report submitted under this Order. Such reports shall describe all activities and expenditures undertaken as part of the Capital Investment Plan, including but not limited to, a description of the capital project, the dates and amounts of withdrawals from New JMMC's operating account and/or any other sources of funding used to fulfill the capital commitment. The reports shall be signed by New JMMC's Chief Financial Officer.

10. For three (3) years following the Closing Date, the Applicants shall file the following information with OHCA on a semi-annual basis for both New JMH and JMMC. For purposes of this Order, semi-annual periods are October 1- March 31 and April 1 - September 30. The required information is due no later than two (2) months after the end of each semi-annual period. Due dates are May 31st and November 30th, beginning May 31, 2016:
 - a. The cost saving totals achieved in the following Operating Expense Categories for both New JMH and New JMMC: Salaries and Wages, Fringe Benefits, Contractual Labor Fees, Medical Supplies and Pharmaceutical Costs, Depreciation and Amortization, Interest Expense, Malpractice Expense, Utilities, Business Expenses and Other Operating Expenses. The categories shall be consistent with the major operating expense categories (Categories A,B,C,D,E,G,H,I,J, and K) which are in use at the time of reporting in the OHCA Hospital Reporting System ("HRS") Report 175 or successor report. The semi-annual submission shall also contain narratives describing:
 1. the major cost savings achieved for each expense category for the semi-annual period; and
 2. the effect of these cost savings on the clinical quality of care.

- b. A consolidated Balance Sheet, Statement of Operations, and Statement of Cash Flows for JMH and JMMC. The format shall be consistent with that which is in use at the time of reporting in OHCA's HRS Reports 100/150, 300/350 or successor reports.
11. For three (3) years following the Closing Date, the Applicants shall submit to OHCA a financial measurement report. This report shall be submitted on a semi-annual basis and show current month and year-to-date data, and comparable prior year period data for New JMH and New JMMC. The required information is due no later than two (2) months after the end of each semi-annual period. Due dates are May 31st and November 30th, beginning May 31, 2016. The following financial measurements/indicators should be addressed in the report:

Financial Measurement/Indicators

A. <u>Operating Performance</u>
a. Operating Margin
b. Non-Operating Margin
c. Total Margin
B. <u>Liquidity</u>
a. Current Ratio
b. Days Cash on Hand
c. Days in Net Accounts Receivables
d. Average Payment Period
C. <u>Leverage and Capital Structure</u>
a. Long-term Debt to Equity
b. Long-term Debt to Capitalization
c. Unrestricted Cash to Debt
d. Times Interest Earned Ratio
e. Debt Service Coverage Ratio
f. Equity Financing Ratio

D. <u>Additional Statistics</u>
a. Income from Operations
b. Revenue Over/(Under) Expense
c. Cash and Cash Equivalents
d. Net Working Capital
e. Unrestricted Assets
f. Bad Debt as % of Gross Revenue
g. Credit Ratings (S&P, FITCH or Moody's)

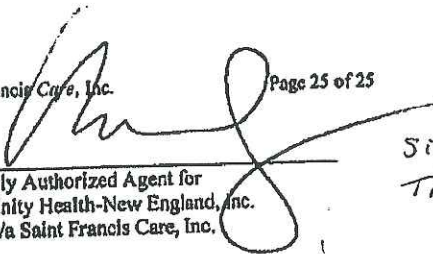
12. New JMH shall adopt whichever charity care and financial assistance policies, as between SFC or its successor entity, or JMMC, whichever is the more generous and benevolent to the public and submit final copies of same to OHCA within thirty (30) days following the Closing Date. These policies shall also be posted on the New JMMC website page upon their adoption.
13. For three (3) years following the Closing Date, the Applicants shall provide written notice to OHCA of any modification, amendment or revision to its charity care and financial assistance policies within thirty (30) days of such change. The notice of these changes shall be accompanied by copies of any revised policies and the notice and revised policies shall be posted on the New JMMC website page simultaneously with their submission to OHCA.
14. New JMMC and New JMH shall ensure that culturally and linguistically appropriate services are available and integrated throughout its hospital operations, including appropriate interpreter and insurance navigator services for patients, English as a second language training for employees, and cultural competency training for employees. In complying with this Condition, New JMMC and New JMH shall be guided by the culturally and linguistically appropriate standards published by the U.S. Department of Health and Human Services' Office of Minority Health. For three (3) years following the Closing Date, SFCRHM shall submit a written report on its activities directed at meeting this Condition as part of the Annual Report. The written report shall be posted on New JMMC website Page simultaneously with the submission of the Annual Report.

15. The Applicants shall file with OHCA, within ten (10) days of execution, any and all agreements related to the acquisition of the assets of JMMC and its affiliates by SFC¹ or its successor entity, including but not limited to:
 - a. the final, signed and dated Asset Purchase Agreement, including any and all attachments thereto; and
 - b. Certificate of Incorporation and Bylaws for New JMMC and New JMH.
 - c. any other agreements directly related to this transaction.

JMMC, Inc. transfer of ownership to Saint Francis Care, Inc.
Docket Number: 15-32002-CON

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11/24/15
Date


Duly Authorized Agent for
Trinity Health-New England, Inc.
f/k/a Saint Francis Care, Inc.

Signed by Christopher M. Dadlez
Title President and CEO

Signed by D. Scott Nordlund, EVP, Growth, Strategy & Innovation
(Print name) (Title)

11/24/2015
Date


Duly Authorized Agent for
Trinity Health Corporation

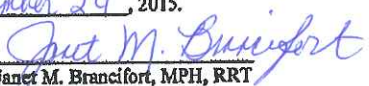
Signed by Stuart E. Rosenberg, President and CEO
(Print name) (Title)

11/24/2015
Date


Duly Authorized Agent for
Johnson Memorial Medical Center, Inc.

The above Agreed Settlement is hereby accepted and so ordered by the Department of Public
Health Office of Health Care Access on November 24, 2015.

11/24/15
Date


Janet M. Brancifort, MPH, RRT
Deputy Commissioner

Huber, Jack

From: Huber, Jack
Sent: Wednesday, November 25, 2015 1:57 PM
To: CHartley@stfranciscare.org
Cc: Roberts, Karen
Subject: Notice of CON Expiration Date for the Agreed Settlement Rendered under Docket Number: 15-32002-CON

Dear Mr. Hartley:

On November 24, 2015, in an agreed settlement under Docket Number: 15-32002-CON, the Office of Health Care Access authorized a Certificate of Need ("CON") to Trinity Health Corporation, Saint Francis Care, Inc. and Johnson Memorial Medical Center, Inc. for the transfer of ownership of Johnson Memorial Medical Center, Inc. and substantially all of its assets to Saint Francis Care, Inc. Pursuant to Section 19a-639b of the Connecticut General Statutes ("C.G.S."), "*a certificate of need shall be valid for two years from the date of issuance by this office.*"

With this letter, please be advised that pursuant to Section 19a-639b, C.G.S., the current CON authorization issued under Docket Number: 15-32002-CON will expire on November 24, 2017. Please contact me at (860) 418-7069 or Karen Roberts, Principal Health Care Analyst at (860) 418-7041, if you have any questions regarding this notification.

Sincerely,

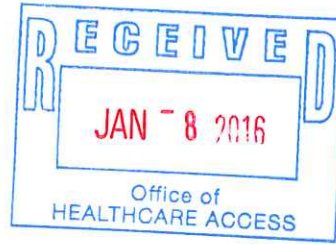
Jack A. Huber

Jack A. Huber

Health Care Analyst

Department of Public Health | Office of Health Care Access | 410 Capitol Avenue

P.O. Box 340308 MS #13HCA | Hartford, CT 06134 | Ph: 860-418-7069 | Fax: 860-418-7053 | email: Jack.Huber@ct.gov



114 Woodland Street
Hartford, CT 06105
860-714-5573
Fax: 860-714-8093

January 8, 2016

Karen Roberts
Principal Health Care Analyst
Office of Health Care Access
410 Capitol Avenue
MS# 13HCA
P.O. Box 340308
Hartford, CT 06134-0308

RE: Docket Number: 15-32002-CON Transfer of Ownership of Johnson Memorial Medical Center
to Saint Francis *Care*, Inc.

Dear Mrs. Roberts:

In accordance with Item 4 of the above referenced Agreed Settlement Order dated November 24, 2015, the closing relating to the Asset Purchase Agreement between Johnson Memorial Hospital, Inc. and certain affiliates, and Trinity Health – New England, Inc. (formerly known as Saint Francis *Care* Inc.) and Trinity Health occurred on December 31, 2015, with an effective date of January 1, 2016. As requested, a copy of the Certificate of Amendment reflecting the change of name of Saint Francis *Care*, Inc. to Trinity Health – New England, Inc. is included on the enclosed CD.

In response to Item 15, I have also included on the enclosed CD, the following documents:

- Final Asset Purchase Agreement, including all updated schedules and exhibits;
- Amended Certificate of Incorporation and Amended Bylaws of:
 1. HCHS Acquisition Corporation
 2. JHC Acquisition Corporation
 3. JMH Acquisition Corporation
 4. JMMC Acquisition Corporation

Please do not hesitate to contact me if you have any questions regarding this matter at 860-714-5573.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Chris Hartley".

R. Christopher Hartley
Senior Vice President
Planning, Business Development & Government Relations

Enclosures

SECRETARY OF THE STATE OF
CONNECTICUT
30 TRINITY STREET
P.O. BOX 150470
HARTFORD, CT 06115-0470

01/04/2016

Attn: DANIELLE RYAN-PRAUS
HINCKLEY ALLEN & SNYDER, LLP
20 CHURCH STREET
HARTFORD, CT 06103

RE: Acceptance of Business Filing **THIS IS NOT A BILL**

This letter is to confirm the acceptance of the following business filing:

Business Name: **JOHNSON MEMORIAL MEDICAL CENTER, INC.** Type of Request: AMEND NAME

Work Order Number	: 2016001221-005	Business Filing Number	: 0005457839
Filing Date/Time	: 01/04/2016 11:00 AM	Effective Date/Time	: 01/04/2016 11:00 AM
Work Order Payment Total	: \$560.00	Payment Received	: \$70.00
Credit on Account	: \$1,885.00	Customer ID	: 000308053
Business ID	: 1188471		

If you would like copies of this filing you must complete a Request for Corporate Copies and submit it with the appropriate fee.

RUBY VEAL
Commercial Recording Division
860-509-6003
www.concord-sots.ct.gov

4. VOTE INFORMATION (CHECK A, B or C)


A. THE AMENDMENT WAS DULY APPROVED BY THE MEMBERS IN THE MANNER REQUIRED BY SECTIONS 33-1140 TO 33-1147 OF THE CONNECTICUT GENERAL STATUTES, AND BY THE CERTIFICATE OF INCORPORATION.

B. THE AMENDMENT WAS DULY APPROVED BY THE INCORPORATORS AND MEMBER APPROVAL WAS NOT REQUIRED.

C. THE AMENDMENT WAS DULY APPROVED BY THE BOARD OF DIRECTORS AND MEMBER APPROVAL WAS NOT REQUIRED.

5. EXECUTION:

DATED THIS 31st DAY OF December, 20 15

NAME OF SIGNATORY	CAPACITY/TITLE OF SIGNATORY	SIGNATURE
Christopher Dadlez	President and Chief Executive Officer of Trinity Health – New England, Inc., sole member	



SECRETARY OF THE STATE OF CONNECTICUT

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 150470, HARTFORD, CT 06116-0470
DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06106
PHONE: 860-509-6003 WEBSITE: www.concord-sofs.ct.gov

CERTIFICATE OF INCORPORATION NONSTOCK CORPORATION

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS): NAME: Danielle Ryan-Praus ADDRESS: Hinckley, Allen & Snyder, LLP 20 Church Street CITY: Hartford STATE: CT ZIP: 06103		FILING FEE: \$50 MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"
1. NAME OF CORPORATION: JMMC Acquisition Corp.		
THE CORPORATION IS NONPROFIT AND SHALL NOT HAVE OR ISSUE SHARES OF STOCK OR MAKE DISTRIBUTIONS.		
2. PLACE A CHECK NEXT TO THE APPROPRIATE STATEMENT: <input type="checkbox"/> A. THE CORPORATION SHALL NOT HAVE MEMBERS. <input type="checkbox"/> B. THE CORPORATION SHALL ONLY HAVE MEMBERS, WHICH ARE NOT ENTITLED TO VOTE. <input checked="" type="checkbox"/> C. THE CORPORATION SHALL HAVE ONE CLASS OF MEMBERS. <input type="checkbox"/> D. THE CORPORATION SHALL HAVE MULTIPLE CLASSES OF MEMBERS WHICH CLASSES ARE DESIGNATED AS FOLLOWS: PLEASE NOTE: THE MANNER OF ELECTION AND APPOINTMENT OF MEMBERS ALONG WITH THEIR QUALIFICATIONS AND RIGHTS MAY BE SET FORTH IN THIS CERTIFICATE OR IN THE CORPORATION'S BYLAWS. PLEASE SEE C.G.S. § 33-1055 & -1056.		
3. APPOINTMENT OF REGISTERED AGENT: (PLEASE SELECT ONLY ONE A. OR B.) A. INDIVIDUAL'S AGENT NAME:		
BUSINESS ADDRESS: (P.O. BOX UNACCEPTABLE) ADDRESS: CITY: STATE: ZIP:	RESIDENCE ADDRESS: (P.O. BOX UNACCEPTABLE) ADDRESS: CITY: STATE: ZIP:	
B. BUSINESS ENTITY AGENT NAME: CT Corporation System ADDRESS: (P.O. BOX UNACCEPTABLE) ADDRESS: One Corporate Center CITY: Hartford STATE: CT ZIP: 06103		

Certificate of Incorporation of

JMMC Acquisition Corp.

A Connecticut Nonstock Corporation

ARTICLE I

Name

The name of the Corporation is JMMC Acquisition Corp.

ARTICLE II

Definitions

For the purposes of this Certificate, the following defined terms shall have the following meanings:

"Affiliate" means a corporation or other entity that is subject to the direct or indirect Control or Ownership (as defined in the Bylaws) of the Corporation.

"Board" or "Board of Directors" means the Board of Directors of the Corporation, and the term "Director" means an individual member of the Board.

"Catholic Health Ministries" or "CHM" means Catholic Health Ministries, a public juridic person that is the religious sponsor of the Corporation under the canon law of the Roman Catholic Church.

"Catholic Identity" means the theological, ethical, and canonical underpinnings of a Catholic-sponsored organization without which the entity cannot be considered a Roman Catholic church-related ministry.

"Certificate of Incorporation" means the Certificate of Incorporation of the Corporation, as amended or restated from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Corporation" shall mean JMMC Acquisition Corp., a Connecticut nonstock corporation.

"Governance Documents" means the Articles of Incorporation, Certificate of Incorporation, Code of Regulations, System Authority Matrix, Bylaws or equivalent organizational documents of a corporation or other entity.

all such actions including, but not limited to, support and assistance of affiliates, as may be necessary or desirable to accomplish the foregoing purpose within the restrictions and limitations of this Certificate of Incorporation, the Bylaws of the Corporation or applicable law, including, without limitation, to assist JMH Acquisition Corporation ("JMH"), a Connecticut nonstock corporation, in carrying out its tax-exempt functions;

- C. To engage in the teaching and education of medical students, residents and fellows, to perform medical and related research activities, and to render professional medical services to persons in need of such services and to do so in connection with Saint Francis Hospital and Medical Center ("Saint Francis"), and under the common control and direction of Trinity Health – New England, Inc. and in pursuit thereof the corporation may engage in the following activities:
- a. providing and employing physicians to render medical services in the Greater Hartford area including those areas which are in need of additional professional medical services in one or more medical specialties;
 - b. improving and developing the scope, quality and availability of medical care and related services in the Greater Hartford area to the extent possible or reasonably feasible;
 - c. recruiting physicians to the Greater Hartford area;
 - d. promoting high quality medical care and other human services for the benefit of persons suffering from illness and for the benefit of the sick and injured generally;
 - e. providing teaching services to Saint Francis for its programs in undergraduate and graduate medical education;
 - f. conducting medical and related research in cooperation with Saint Francis;
 - g. taking an active part in the planning for and the promotion of the general medical and physician health and human needs of persons in the Greater Hartford area ; and
 - h. providing for a responsive and cost-effective administrative organization and information system as a means of ensuring high-quality management and accountability in the accomplishment of the aforesaid purposes.

deductible under Section 170(c)(2) of the Code; and a corporation described in Section 509(a)(3) of the Code (or, if the Corporation is classified, Section 509(a)(1) or 509(a)(2) of the Code).

ARTICLE IV

Catholic Identity

The activities of the Corporation shall be carried out in a manner consistent with the teachings of the Roman Catholic Church and "Founding Principles of Catholic Health Ministries" or successor documents which set forth principles describing how the apostolic and charitable works of Catholic Health Ministries are to be carried out, as well as the values and principles inherent in the medical-moral teachings of the Roman Catholic Church (such as the *Ethical and Religious Directives for Catholic Health Care Services* as promulgated from time to time by the United States Conference of Catholic Bishops (or any successor organization), as amended from time to time). Under Canon Law, Catholic Health Ministries shall retain its canonical stewardship with respect to those facilities, real or personal property, and other assets that constitute the temporal goods belonging, by operation of Canon Law, to Catholic Health Ministries. No alienation, within the meaning of Canon Law, of property considered to be stable patrimony of Catholic Health Ministries shall occur without prior approval of Catholic Health Ministries.

ARTICLE V

Organization

The Corporation is a religious corporation, organized on a non-stock basis as a membership corporation. The Corporation's sole member is Trinity Health – New England, Inc., a Connecticut nonstock corporation.

ARTICLE VI

Registered Office and Resident Agent

The address of the Corporation's registered office is c/o CT Corporation System, One Corporate Center, Hartford, CT 06103. The resident agent of the Corporation is CT Corporation System, One Corporate Center, Hartford, CT 06103. The address of the Corporation's registered office and/or name of the Corporation's resident agent may be changed from time to time by the Board of Directors of the Corporation.

ARTICLE VII

Membership

Trinity Health – New England, Inc., a Connecticut nonstock corporation ("Member"), is the sole member of the Corporation. The Member shall be entitled to all rights and powers of a

- (i) Approve any formation or dissolution of Affiliates, partnerships, co-sponsorships, joint membership arrangements, and other joint ventures involving the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;
 - (j) Approve any pledge or encumbrance of assets whether pursuant to a sale, capital lease, mortgage, disposition, hypothecation, or other transaction in excess of limits established by Trinity Health (pledges or encumbrances of certain real property and immovable goods may also be subject to the approval of Catholic Health Ministries), and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;
 - (k) Approve any change to the structure or operations of the Corporation which would affect its status as a nonprofit entity, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and recommend the same to Trinity Health for approval; and
 - (l) Approve all other matters and take all other actions reserved to members of nonstock corporations (or shareholders of for-profit corporations, as the case may be) by the laws of the state in which the Corporation is domiciled or as reserved in the Governance Documents of the Corporation.
- b. As reserved to Trinity Health:
- (a) Adopt, amend, modify or restate the Certificate of Incorporation and Bylaws of the Corporation, in whole or in part, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
 - (b) Approve those Significant Finance Matters which pursuant to the System Authority Matrix are subject to the authority of Trinity Health, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
 - (c) Approve any merger, consolidation, transfer or relinquishment of membership rights, or the sale of all or substantially all of the operating assets of the Corporation (certain transactions and transfers of real property and immovable goods may also be subject to the approval of Catholic Health Ministries), or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
 - (d) Approve any dissolution, winding up or abandonment of operations, liquidation, filing of action in bankruptcy, receivership or similar action affecting the Corporation, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

ARTICLE VIII

Indemnification and Standard of Care

Section 1. Indemnification. The Corporation shall, to the maximum extent allowed by law, indemnify those persons who are serving or have served as members, trustees, directors, religious congregations or other canonical persons serving as sponsors, officers, employees, committee members, or agents of the Corporation, and those who are serving or have served at the request of the Corporation as a trustee, director, religious congregation or other canonical person serving as sponsor, officer, manager, partner, employee, committee member, or agent of another corporation, partnership, joint venture, trust, employee benefit plan, limited liability company or other enterprise, whether for profit or nonprofit, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding.

Section 2. Insurance. Except as may be limited by law, the Corporation may purchase and maintain insurance on behalf of any person who is or was a member, director, trustee, religious congregation or other canonical person serving as sponsor, officer, director, committee member, employee, or agent of the Corporation, or who is or was serving at the request of the Corporation as a trustee, religious congregation or other canonical person serving as sponsor, officer, director, committee member, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, to protect against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have power to indemnify him or her against such liability under state law.

Section 3. Standard of Care. Each Director shall stand in a fiduciary relation to the Corporation and shall perform his or her duties as a Director, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

Section 4. Justifiable Reliance. In performing his or her duties, a Director (including when such Director is acting as an officer of the Corporation) shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

- a. One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented.
- b. Counsel, public accountants or other persons on matters that the Director reasonably believes to be within the professional or expert competence of such person.
- c. A committee of the Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

P.J. Kenedy & Sons or any successor publication, or are controlled by any such corporation, trust, fund or organization that so appears, and are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code, as in the sole judgment of the Catholic Health Ministries have purposes most closely aligned to those of the Corporation, subject to any approvals described in this Certificate of Incorporation or the Bylaws of the Corporation and applicable law. Any assets not so disposed of shall be disposed of by a court of competent jurisdiction exclusively to one or more corporations, trusts, funds or other organizations as said court shall determine, which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code and which are organized and operated exclusively for such purposes. No private individual shall share in the distribution of any Corporation assets upon dissolution of the Corporation.

ARTICLE X

Effective Date

This Certificate of Incorporation is effective as of November 24, 2015.

55294762 v4

BYLAWS OF JMMC ACQUISITION CORP.

JMMC Acquisition Corp. (the "Corporation") changed its name to Johnson Memorial Medical Center, Inc. effective January 4, 2015. The Bylaws of the Corporation are attached hereto.

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Article I. DEFINITIONS

For the purposes of these Bylaws, the following defined terms shall have the following meanings:

"Affiliate" means a corporation or other entity that is subject to the direct or indirect Control or Ownership of the Corporation.

"Board" or "Board of Directors" means the Board of Directors of the Corporation, and the term "Director" means an individual member of the Board.

"Catholic Health Ministries" or "CHM" means Catholic Health Ministries, a public juridic person that is the religious sponsor of the Corporation under the canon law of the Roman Catholic Church.

"Catholic Identity" means the theological, ethical, and canonical underpinnings of a Catholic-sponsored organization without which the entity cannot be considered a Roman Catholic church-related ministry.

"Certificate of Incorporation" means the Certificate of Incorporation of the Corporation, as amended or restated from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Control" or "Ownership" will be deemed to exist:

(i) as to a corporation: (a) through ownership of the majority of voting stock or the ownership of the class of stock which exercises reserved powers, if it is a stock corporation; or (b) through serving as member and having the power to appoint (including through appointing one's own directors or officers who then serve *ex officio* as to the Affiliate) the majority of the voting members or the class of members which exercises reserved powers, if it is a corporation with members; or (c) through having the power to appoint (including through appointing one's own directors or officers who then serve *ex officio* as to the Affiliate) the majority of the voting directors or trustees or the controlling class of directors or trustees, if it is a corporation without members; or

(ii) as to a partnership or other joint venture: through the possession of sufficient controls over the activities of the partnership or joint venture that the entity having control is permitted to consolidate the activities of the partnership or joint venture on its financial statements under generally accepted accounting principles.

Article II. PURPOSES

Section 2.01 Purposes

The purposes of the Corporation are set forth in the Certificate of Incorporation of the Corporation.

Section 2.02 Catholic Identity

The activities of the Corporation shall be carried out in a manner consistent with the teachings of the Roman Catholic Church and "Founding Principles of Catholic Health Ministries" or successor documents which set forth principles describing how the apostolic and charitable works of Catholic Health Ministries are to be carried out, as well as the values and principles inherent in the medical-moral teachings of the Roman Catholic Church (such as the *Ethical and Religious Directives for Catholic Health Care Services* as promulgated from time to time by the United States Conference of Catholic Bishops (or any successor organization), as amended from time to time).

Section 2.03 Mission Statement

The Mission and Core Values of the Corporation shall be as adopted and approved from time to time by Catholic Health Ministries. The mission statement may by action of the Corporation's Board of Directors be supplemented by reference to the purposes of the Corporation. The mission statement of the Corporation shall be as follows:

"We serve together in the spirit of the Gospel as a compassionate and transforming healing presence within our communities."

The mission statement may by action of the Corporation's Board of Directors be supplemented by reference to the purposes of the Corporation.

Section 2.04 Alienation of Property

Under Canon Law, Catholic Health Ministries shall retain its canonical stewardship with respect to those facilities, real or personal property, and other assets that constitute the temporal goods belonging, by operation of Canon Law, to Catholic Health Ministries. No alienation, within the meaning of Canon Law, of property considered to be stable patrimony of Catholic Health Ministries shall occur without prior approval of Catholic Health Ministries.

Article III. MEMBER

Section 3.01 Sole Member

The sole member of the Corporation is Trinity Health -- New England, Inc., a Connecticut nonstock corporation, or its successors or assigns.

Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(j) Approve any pledge or encumbrance of assets whether pursuant to a sale, capital lease, mortgage, disposition, hypothecation, or other transaction in excess of limits established by Trinity Health (pledges or encumbrances of certain real property and immovable goods may also be subject to the approval of Catholic Health Ministries), and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(k) Approve any change to the structure or operations of the Corporation which would affect its status as a nonprofit entity, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and recommend the same to Trinity Health for approval; and

(l) Approve all other matters and take all other actions reserved to members of nonprofit corporations (or shareholders of for-profit corporations, as the case may be) by the laws of the state in which the Corporation is domiciled or as reserved in the Governance Documents of the Corporation.

Section 3.03 Reserved Powers of Trinity Health

The following actions shall be reserved exclusively to Trinity Health. Trinity Health may initiate and implement any proposal with respect to any of the following, or if a proposal with respect to any of the following is otherwise initiated, it shall not become effective unless the requisite approval and other actions shall have been taken by Trinity Health, as required pursuant to the Corporation's Governance Documents:

(a) Adopt, amend, modify or restate the Certificate of Incorporation and Bylaws of the Corporation, in whole or in part, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(b) Approve those Significant Finance Matters which pursuant to the System Authority Matrix are subject to the authority of Trinity Health, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(c) Approve any merger, consolidation, transfer or relinquishment of membership rights, or the sale of all or substantially all of the operating assets of the Corporation (certain transactions and transfers of real property and immovable goods may also be subject to the approval of Catholic Health Ministries), or Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(d) Approve any dissolution, winding up or abandonment of operations, liquidation, filing of action in bankruptcy, receivership or similar action affecting the Corporation, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

Article IV. BOARD OF DIRECTORS

Section 4.01 Duties and Powers

With the exception of the powers reserved to the Member, Trinity Health or Catholic Health Ministries under the Corporation's Governance Documents or applicable law, the Board of Directors shall govern, regulate and direct the affairs and business of the Corporation, carry out such policies and guidelines as adopted by the Member and Trinity Health and carry out such responsibilities as shall be delegated to it by the Member and Trinity Health, all in a manner consistent with the Mission and Core Values of the Corporation. Additional descriptions of the duties and powers of the Board of Directors are set forth in the System Authority Matrix. Among the matters under the direction of the Corporation's Board of Directors are the following actions:

- (a) Elect the officers of the Corporation (except the President);
- (b) Adopt and amend from time to time rules, regulations, and policies for the conduct of the operations and affairs of the Corporation;
- (c) Develop and monitor the Corporation's quality improvement programs and approve quality and safety standards that shall be consistent with Trinity Health System quality and safety standards;
- (d) Conduct an annual review of the Corporation's quality and safety performance; and
- (e) Recommend to the Member or Trinity Health matters relating to the Corporation that require the approval or other action of the Member or Trinity Health pursuant to the Corporation's Governance Documents.

Section 4.02 Appointments and Composition

The Member shall appoint a Board of Directors on the basis of qualifications and criteria established by the Member. Except as otherwise authorized by action of the Member, the members of the Corporation's Board of Directors shall include: (i) at least one representative of the Member, designated by the Member (who shall serve ex officio with vote) (the "Member Director"), and, unless the Chief Executive Officer/Executive Vice Chief Executive Officer of the Corporation is designated as the Member Director, the Chief Executive Officer/Executive Vice Chief Executive Officer of the Corporation (who shall serve ex officio with vote), (ii) at least one physician, and (iii) members of the local community or members or associates of a Roman Catholic religious congregation who need not reside in the local community. Any exception to the Board composition requires the approval of the Member. The size of the Board shall be established by the Member, by policy or otherwise.

of any business because the meeting is not lawfully called or convened. Notice also may be waived in writing, either before or after the meeting.

Section 4.08 Quorum and Valid Director Action

At all meetings of the Board, a simple majority of the Directors then in office shall constitute a quorum for the transaction of business. The vote of a majority of the Directors present and voting at any meeting at which a quorum is present shall constitute the act of the Board, unless the vote of a larger number is specifically required by law, or by the Certificate of Incorporation, Bylaws or policies of the Corporation.

Section 4.09 Written Consents

Any action required or permitted to be taken by vote at any meeting of the Board or of any committee thereof may be taken without a meeting, if before or after the action, all members of the Board or committee consent in writing. The written consents shall be filed with the minutes of proceedings of the Board or committee. Such consents shall have the same effect as a vote of the Board or committee for all purposes.

Section 4.10 Communication Equipment

Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of teleconference, video conference or similar communications equipment by virtue of which all persons participating in the meeting may hear each other if all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

Section 4.11 Resignation

Any Director may resign by written notice to the Chair of the Board. The Chair of the Board may resign by written notice to the Corporation's President who shall promptly thereafter notify the entire Board of Directors. Resignations shall be effective upon receipt or at a subsequent time if specified in the notice of resignation.

Section 4.12 Removal

Any Director may be removed with or without cause at any time by the Member. Absences of a Director from three (3) consecutive regular meetings of the Board of Directors may constitute cause for removal from the Board of Directors.

Section 4.13 Periodic Performance Review

The Board of Directors shall periodically review its own performance and issue reports to Trinity Health summarizing the results of its review.

President shall be an ex officio member of all committees, except for any committee that reviews compliance or executive compensation matters.

Section 6.04 Quorum, Meetings, Rules and Procedures

A quorum for any meeting of a committee shall be a simple majority of the committee members or as otherwise required by applicable law, except that any ex officio members of the committee shall not be included in calculating the quorum requirement unless they are present at the meeting, in which event they shall be included towards meeting the quorum requirement. The affirmative vote of a majority of the quorum is necessary to take action of the committee, including the affirmative vote of at least one (1) member of the Board present at the meeting of the committee in order to take any action other than recommendation by the committee to the Board or Executive Committee. Minutes of all committee meetings shall be kept and forwarded to the Board. Each committee shall adopt rules for its own governance not inconsistent with these Bylaws or the acts of the Board.

Section 6.05 Committee Composition

The members and all chairs of committees other than the Executive Committee shall be appointed by the Chair of the Board. The chair of each committee shall be a Director. Committees, other than the Executive Committee, may include persons other than members of the Board of Directors; provided that each standing committee shall have at least two (2) Director members in addition to the Chair and Chief Executive Officer who shall serve ex officio; and provided further, that no authority of the Board may be delegated to a committee unless the majority of the members of such committee with Board delegated authority are members of the Board of Directors and otherwise in accordance with applicable law.

Article VII. OFFICERS

Section 7.01 Officers

The officers of the Corporation shall be the Chair, President, Secretary and Treasurer. Additionally, upon recommendation of the President, the Board of Directors may appoint a Vice Chair, an Assistant Secretary, an Assistant Treasurer, and such other officers of the Corporation as shall be deemed necessary and appropriate from time to time. Officers shall hold their respective offices until their successors are chosen and qualified.

Section 7.02 Appointment and Election of Officers

The President of the Corporation shall be appointed, evaluated, reappointed and/or removed by the Member. The President shall be Chief Executive Officer of the Corporation and any vacancy in the office of President shall be filled by the Member. The Chair shall serve a term of one (1) year and may be elected for a total of three (3) consecutive complete one year terms. The Chair, Treasurer and Secretary of the

Article VIII. INDEMNIFICATION AND STANDARD OF CARE

Section 8.01 Indemnification

The Corporation shall, to the maximum extent allowed by law, indemnify those persons (including religious congregations and their members or other canonical persons and their members) who

(a) are serving or have served as members, trustees, directors, sponsors, officers, employees, committee or subcommittee members, or agents of the Corporation, or

(b) are serving or have served at the request of the Corporation as a member, trustee, director, sponsor, officer, employee, committee or subcommittee member, agent, manager, or partner of another corporation, partnership, joint venture, trust, employee benefit plan, limited liability company or other enterprise, whether for profit or nonprofit, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding.

Section 8.02 Insurance

Except as may be limited by law, the Corporation may purchase and maintain insurance on behalf of any person (including religious congregations and their members or other canonical persons and their members) who

(a) is or was a member, trustee, director, sponsor, officer, employee, committee or subcommittee member, or agent of the Corporation, or

(b) is or was serving at the request of the Corporation as a member, trustee, director, sponsor, officer, employee, committee or subcommittee member, agent, manager, or partner of another corporation, partnership, joint venture, trust, employee benefit plan, limited liability company or other enterprise, whether for profit or nonprofit, to protect against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not this Corporation would have power to indemnify him or her against such liability under state law.

Section 8.03 Standard of Care

Each Director shall stand in a fiduciary relation to the Corporation and shall perform his or her duties as a Director, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, the Member and Trinity Health, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

Nothing in this Article is intended to preclude or limit the application of any other provision of law that may provide a more favorable standard or higher level of protection for the Corporation's Directors.

Article IX. SUBSIDIARIES AND VOLUNTARY SERVICE ORGANIZATIONS

Section 9.01 Authority

In accordance with policies of Trinity Health, including without limitation those referenced in the System Authority Matrix, each organization of which the Corporation is the sole or majority member or owner shall have reserved certain powers to be exercised by this Corporation.

Section 9.02 Voluntary Service Organizations

The Board of Directors may authorize the establishment or dissolution of voluntary service organizations, such as an auxiliary to the Corporation or any Operating Unit of the Corporation. Such organization may be a non-profit corporation or voluntary association. No service organization may be established without approval of the Board of Directors, subject to the reserved powers of the Member and Trinity Health and any guidelines or policies established by Trinity Health with respect to voluntary organizations.

Article X. OPERATING UNITS

Section 10.01 Authority

The Board of Directors of the Corporation may organize the operations of the Corporation into one or more other Operating Units of governance and management that shall have such powers and shall carry out such responsibilities as shall be delegated to them pursuant to the policies of the Corporation and Trinity Health in effect from time to time.

Article XI. MISCELLANEOUS

Section 11.01 Fiscal Year

The fiscal year of the Corporation shall end on the 30th day of September of each year and shall begin on the 1st day of October of each year.

Section 11.02 Required Records

The officers, agents and employees of the Corporation shall maintain such books, records and accounts of the Corporation's business and affairs as may be from time to time required by the Board of Directors, or required by the laws of the state in which the Corporation is domiciled.

EXHIBIT A

System Authority Matrix

The Trinity Health Board retains control over its statutory obligations in carrying out the purposes of the corporation as the parent of a large Catholic health system. The Board is responsible for key strategic decisions and issues that will significantly impact the Trinity Health System. Delegations are established taking into account the balance between making efficient decisions close to the business activity and the need for the board and management to oversee areas of significant impact on the system as a whole in terms of Catholic Identity, strategic direction, risk and value.

The Board has adopted a process of Mission Discernment, which is intended to ensure that in the course of making major decisions, the Mission and Core Values are used as a measure to evaluate the effect of the proposed action.

This Authority Matrix is not intended to be an exclusive listing of the various actions reserved to Trinity Health or its affiliated entities. Trinity Health may clarify these delegations through policies. State law may confer additional rights or require additional actions. Those variations will be set forth in the governing documents of the entity and prevail over any conflicting authorities described in this System Authority Matrix. Different rights may also be set forth in the terms of joint venture organizing documents or other agreements. Decisions related to those joint venture entities should be made in accordance with the organizing documents; however, decisions which exceed financial thresholds or which may, in management's judgment, affect the reputation or identity of the Trinity Health System are required to be reviewed by Trinity Health management, regardless of the minority position held by the CHE Trinity affiliate in the joint venture.

Entities:

Catholic Health Ministries or CHM means the public juridic person that sponsors the Trinity Health system and exercises all canonical responsibilities related to its operations, subject to certain rights retained by sponsoring congregations or public juridic persons until such time as the stable patrimony (property) under the control of those sponsoring congregations or public juridic persons is alienated (transferred) to CHM.

Trinity Health means Trinity Health Corporation, an Indiana nonprofit corporation, which is the parent of the Trinity Health System.

Trinity Health System means Trinity Health, together with its subsidiaries and affiliates.

Ministry or Ministries means any or all RHMs, NHMs, and MHMs.

Mission Health Ministry or MHM means a first tier subsidiary of Trinity Health that maintains a governing body and which has oversight of non-institutional health operations and/or grant making. A list of MHMs is set forth on Exhibit A to this Matrix.

National Health Ministry or NHM means a first tier (direct) subsidiary that maintains a governing body that has day to day management oversight of a business line throughout the Trinity Health System. A list of NHMs is set forth on Exhibit A to this Matrix.

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
I	Statements of Identity					
I a	Trinity Health System Mission Statement	-	-	-		Approve
I b	Trinity Health System Core Values	-	-	-		Approve
II	Governing Documents					
II a	Articles and Bylaws of Trinity Health Corporation	-	-	Recommend	Approve and Recommend	Ratify
II b	Governing Documents of Ministries consistent with standard form approved by Trinity Health Board	-	Approve and Recommend	Approve variations from the approved standard Bylaws which are not Key Bylaws Provisions (determination by the General Counsel)	Approval of Governing Documents by Executive and Governance Committee, except as to Bylaws limited to approval of variations from the approved standard which are Key Bylaws Provisions	-

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
III d	Appointment or removal of Ministry Board Chairs		Approve		Ratify (Executive and Governance Committee)	
III e	Appointment or removal of Second Tier Subsidiaries Governing Body	Recommend	Approve			
III f	Appointment or removal of Trinity Health CEO				Approve	Ratify
III g	Appointment or removal of Ministry CEOs	Participate	Recommend	Approve		
III h	Appointment or removal of Second Tier Subsidiaries CEOs	Approve				
IV	Strategy					
IV a	Trinity Health System Strategic Plans			Recommend	Approve	
IV b	Group 1 RHM and NHM Strategic Plans	Recommend	Approve	Approve		
IV c	Group 2 RHM and MHM Strategic Plans	Recommend	Approve	Participate		

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
V d	System Operating and Capital Budget			Recommend	Approve (upon recommendation by Stewardship Committee)	
V e	RHM Operating and Capital Budget	Recommend	Approve	Approve		
V f	Second Tier Operating and Capital Budget	Recommend	Approve			
V g	Contracts (including leases) in which the Trinity Health is the financially obligated			Approve up to \$25 million	Approval up to \$50 million by the Stewardship Committee and above that level by the Board (upon recommendation by Stewardship Committee)	
V h	Contracts (including leases) in which a Group I RHM or a NHM is financially obligated	Recommend	Approve up to 2% of net assets with a maximum of \$5million	Approve above the RHM Governance level up to \$25 million	Approval \$25-\$50 million by Stewardship Committee and above that level by Board (upon recommendation by Stewardship Committee)	

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
VI b	Major change affecting Ministry (merger, consolidation, creation, transfer, sale of all assets) not related to an Trinity Health System reorganization	Recommend	Recommend (Approve if required by State law)	Recommend	Approve	Approve as related to Sponsorship obligations
VI c	Major change affecting Ministry (merger, consolidation, creation, transfer, sale of all assets) related to a Trinity Health System reorganization	Recommend	Recommend (Approve if required by State law)	Recommend	Stewardship Committee Approve	Approve as related to Sponsorship obligations
VI d	Major change affecting Second Tier Subsidiaries (merger, consolidation, creation, transfer, sale of all assets)	Recommend	Approve	Approve		Approve as related to Sponsorship obligations
VI e	Internal operational reorganization affecting tier structure	Participate	Recommend	Approve		

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
VII b	RHM Quality and Safety Standards (consistent with Trinity Health System Quality Standards)	Recommends	Approves			
VII c	Annual review of Trinity Health System Quality and Safety			Recommends	People Centered Care Committee Approves, Board Receives Report	
VII d	Annual review of RHM Quality and Safety	Recommends	Approves	Receive Report		

Approved by Trinity Health Executive and Governance Committee 6/18/14, effective 7/1/14; revised and approved by the Trinity Health Executive and Governance Committee on January 27, 2015; revised and approved by the Trinity Health Board of Directors on February 25, 2015; revised and approved by the Trinity Health Executive and Governance Committee on April 9, 2015; approved by Catholic Health Ministries on June 25, 2015.

**AMENDED AND RESTATED
ASSET PURCHASE AGREEMENT**

THIS **AMENDED AND RESTATED ASSET PURCHASE AGREEMENT** (this “Agreement”), made as of the 27th day of March, 2015 (the “Execution Date”), by and among Saint Francis Care, Inc., a Connecticut corporation (the “Buyer”), on the one hand, and the entities executing this Agreement as “Sellers” on the signature page hereof (each a “Seller,” and collectively, the “Sellers”), on the other hand.

WITNESSETH:

WHEREAS, on or about January 14, 2015, Sellers filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the Bankruptcy Court (the date on which such petitions were filed hereinafter referred to as the “Petition Date”);

WHEREAS, subject to the entry of the Sale Order, this Agreement provides for the sale by Sellers to Buyer of substantially all of the assets, real and personal, tangible and intangible, associated with owning, leasing, managing and operating the Facilities (collectively, the “Business”) and having Buyer assume certain liabilities of Sellers, in accordance with sections 105, 363, and/or 365 of the Bankruptcy Code, as applicable; and

WHEREAS, this Agreement amends, restates, and supersedes the Asset Purchase Agreement among Buyer and Sellers dated as of January 14, 2015 (the “Original Purchase Agreement”);

NOW, THEREFORE, for and in consideration of the foregoing premises and the agreements, covenants, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of all of which are acknowledged and agreed, the parties hereto agree as follows:

1. SALE OF ASSETS AND CERTAIN RELATED MATTERS.

1.1 Definitions. Unless otherwise indicated in this Agreement, the following terms shall have the following meanings:

“Accrued Employee Liabilities” shall have the meaning set forth in Section 1.4(a).

“Administrative Expense Escrow” shall mean any escrow established by Sellers or Sellers’ counsel for payment of administrative expenses.

“Administrative Expenses” shall have the meaning set forth in Section 1.6(b)(v).

“Affiliate” shall mean, as to the entity in question, any person or entity that, directly or indirectly, Controls, is Controlled by or is under common Control with the entity in question.

“Affiliation Agreements” shall mean that certain (a) Clinical Affiliation Agreement between Buyer and JMMC, JMHC and JEC dated as of July 12, 2012, including all sub-agreements thereto, and (b) Business Process Outsourcing Agreement between Buyer and JMMC,

JMH and JEC dated as of July 12, 2012, including all sub-agreements thereto, each as amended, supplemented and modified from time to time.

“Agreement” shall have the meaning set forth in the introduction.

“Alternative Transaction” shall mean the sale, transfer, lease or other disposition, directly or indirectly, including through an asset sale, stock sale, merger or other transaction, of some or all of the Assets in one or more transactions with one or more persons other than the Buyer.

“Assets” shall have the meaning set forth in Section 1.2.

“Assignment and Assumption Agreement” shall have the meaning set forth in Section 1.4(b).

“Assumed Contracts” shall have the meaning set forth in Section 1.2(h).

“Assumed Leases” shall mean, collectively, the Sellers’ Real Property Expense Leases and the Sellers’ Real Property Income Leases.

“Assumed Liabilities” shall have the meaning set forth in Section 1.4(a).

“Avoidance Actions” means any action that could be brought by any Seller, the trustee in the Bankruptcy Case or any other party in interest in the Bankruptcy Case under Section 544, 545, 547, 548, 549, 550, 551 or 553 of the Bankruptcy Code.

“Bankruptcy Case” means, collectively, the cases instituted by Sellers under the Bankruptcy Code.

“Bankruptcy Code” means title 11 of the United States Code.

“Bankruptcy Court” means the United States Bankruptcy Court for the District of Connecticut.

“Benefit Plans” shall mean all “employee benefit plans” as defined in Section 3(3) of ERISA, all specified fringe benefit plans as defined in Section 6039D of the Code, and all other pension, profit sharing, stock bonus, stock option, deferred compensation, or other retirement plans; welfare benefit plans, including group health and group insurance plans; cafeteria, flexible benefit or tuition assistance plans; executive compensation, bonus, or incentive plans; severance plans; salary continuation plans, programs, or arrangements; vacation, holiday, sick-leave, paid-time-off, or other employee compensation plans, procedures, programs, payroll practices, policies, agreements, commitments, contracts, or understandings; or any annuity contracts, custodial agreements, trusts, escrows or other funding arrangements related thereto, whether oral or written, qualified or nonqualified, funded or unfunded, and all employment agreements, programs, policies or other arrangements (i) that are currently, or have been within the past six (6) years, sponsored, maintained or contributed to by Sellers or any Affiliate thereof; (ii) with respect to which any Seller or any Affiliate thereof has any Liability to any current or former officer, employee or service provider, or the dependents of any thereof, or (iii) which could result in the imposition of Liability of any kind or nature, whether accrued, absolute, contingent, direct,

indirect, perfected or inchoate or otherwise, and whether or not now due or to become due, on Sellers or any Affiliate thereof.

“Bill of Sale” shall have the meaning set forth in Section 2.2(c).

“Break-Up Fee” shall mean a fee of \$750,000 payable in accordance with Section 11.4 hereof.

“Business” shall have the meaning set forth in the recitals.

“Buyer” shall have the meaning set forth in the introduction.

“Cash Payment” shall have the meaning set forth in Section 1.6(a)(iv).

“Casualty Assets” shall have the meaning set forth in Section 1.13(b).

“Casualty Notice” shall have the meaning set forth in Section 1.13(a).

“Certificate of Need” shall mean a certificate of need issued by OHCA pursuant to Connecticut General Statutes Sections 19a-638 *et seq.*

“Charitable Assets” shall have the meaning set forth in Section 1.2.

“Closing” shall have the meaning set forth in Section 2.1.

“Closing Date” shall have the meaning set forth in Section 2.1.

“CMS” shall mean Centers for Medicare and Medicaid Services.

“CMS Investigation” shall mean the matters related to a survey conducted by the Department of Health with respect to Sellers on August 5, 2014 and subsequent re-surveys conducted based on the initial August 5, 2014 survey, the last of which was conducted on November 25, 2014.

“COBRA” shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as set forth in Title 42 U.S.C., Section 300bb or, as applicable, Title I, Part 6, of ERISA.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

“Collective Bargaining Agreement” means that certain collective bargaining agreement among JMH, the Johnson Memorial Hospital Registered Nurses, Local 5046, AFT Healthcare and AFT Connecticut dated October 1, 2013 to September 30, 2016.

“CON” means a Certificate of Need issued by OHCA.

“Contract” means any written or oral agreement, arrangement, lease, license, sublicense, promissory note, binding arrangement or understanding, mortgage, contract, covenant, commitment or instrument.

“Control” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any entity, whether through the ownership of voting securities, by contract or otherwise.

“Credit Support” shall mean the credit support in the amount of up to \$2,000,000 provided by Buyer to JMMC in respect of JMMC’s workers’ compensation insurance policy issued by The Hartford, including without limitation a guaranty provided by Buyer to The Hartford, secured by a letter of credit issued by Bank of America, N.A.

“Cure Costs” means all monetary liabilities and obligations of each Seller that must be paid or otherwise satisfied to cure all of such Seller's defaults under the Assumed Contracts and the Assumed Leases at the time of the assumption thereof and assignment to Buyer as provided hereunder, all in the amounts set forth in specific orders of the Bankruptcy Court.

“DEA Power of Attorney” shall have the meaning set forth in Section 2.2(k).

“Department of Health” shall mean the State of Connecticut Department of Public Health.

“Deposit” shall have the meaning set forth in Section 1.14.

“Deposit Escrow” shall have the meaning set forth in Section 1.14.

“Deposit Escrow Holder” shall have the meaning set forth in Section 1.14.

“Designated Contracts” shall have the meaning set forth in Section 10.5.

“Designated Lock Box Account” shall have the meaning set forth in Section 1.12.

“DIP Financing Agreement” means that certain Debtor In Possession Revolving Loan and Security Agreement, dated January 14, 2015, among the Sellers, Johnson Professional Associates, P.C., JEC, HFG and HFG Healthco-4 LLC.

“Effective Time” shall have the meaning set forth in Section 2.1.

“Estimate” shall have the meaning set forth in Section 1.13(a).

“Employee” shall include individuals rendering personal services to Sellers with respect to the Business or the Facilities as employees, including individuals who are treated as “leased employees” under Code Section 414(n).

“Environmental Laws” means the applicable federal, state (including specifically, but not by way of limitation, the State of Connecticut), and local environmental or health laws, regulations, ordinances, rules and common law in effect on the Petition Date and the Closing Date governing the use, refinement, handling, treatment, removal, storage, production, manufacture, transportation or disposal, emission, discharge, release or threatened release of Materials of Environmental Concern, or otherwise governing protection of the environment (including, without limitation, ambient air, surface water, ground water, land surface or

subsurface strata), as the same may be amended or modified as of the Petition Date and the Closing Date, including, without limitation, the statutes listed below:

- (a) Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et seq.;
- (b) Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601, et seq.;
- (c) Federal Clean Air Act, 42 U.S.C. Section 7401, et seq.;
- (d) Federal Water Pollution Control Act, Federal Clean Water Act of 1977, 33 U.S.C. Section 1251, et seq.;
- (e) Federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. Section 136, et seq.;
- (f) Federal Hazardous Materials Transportation Act, 48 U.S.C. Section 1801, et seq.;
- (g) Federal Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq.; and
- (h) Federal Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq.

“ERISA” shall mean, collectively, the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

“Escrow Agreement” shall have the meaning set forth in Section 1.14.

“Evergreen Ground Lease” means the lease between JMH and JEC dated as of January 7, 2015.

“Excluded Assets” shall have the meaning set forth in Section 1.3.

“Excluded Contracts” shall have the meaning set forth in Section 10.5.

“Excluded Liabilities” shall have the meaning set forth in Section 1.5.

“Execution Date” shall have the meaning set forth in the introduction.

“Exemption Certificate” shall mean a written statement from the Department of Health or other applicable Governmental Entity stating that a health care project is not subject to the Certificate of Need requirements under applicable state law.

“Expense Reimbursement” shall have the meaning set forth in Section 11.4.

“Facilities” (each, individually a “Facility”) shall mean Johnson Memorial Hospital, Johnson Surgery Center, Advanced Wound Center, Community Cancer Center, Home &

Community Health Services, Johnson Memorial Cancer Center and Karen Davis Krzynowek Infusion Center and certain real property owned by each Seller as set forth on Schedule 1.2(a).

“Final Order” means an order of the Bankruptcy Court (a) as to which the time to appeal shall have expired and as to which no appeal shall then be pending, or (b) if an appeal shall have been filed or sought, either (i) no stay of the order shall be in effect or (ii) if such a stay shall have been granted by the Bankruptcy Court, then (A) the stay shall have been dissolved or (B) a final order of a court having jurisdiction to hear such appeal shall have affirmed the order and the time allowed to appeal from such affirmance or to seek review or rehearing thereof shall have expired and the taking or granting of any further hearing, appeal or petition for certiorari shall not be permissible, and if a timely appeal of such court order or timely motion to seek review or rehearing of such order shall have been made, any court of appeals having jurisdiction to hear such appeal or motion (or any subsequent appeal or motion to seek review or rehearing) shall have affirmed the court’s (or lower appellate court’s) order upholding the order of the Bankruptcy Court and the time allowed to appeal from such affirmance or to seek hearing, appeal or petition for certiorari shall not be permissible; provided, however, that Buyer in good faith in its reasonable discretion shall have the right to determine that any order for which an appeal, motion to seek review, motion to seek rehearing, or any similar motion is pending is not a Final Order, notwithstanding that such order is not then subject to stay.

“Governmental Entity” means any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign.

“Government Patient Receivables” shall mean all accounts receivable arising from the rendering of services and provision of medicine, drugs and supplies to patients by any Seller up to the Effective Time and relating to Government Reimbursement Programs, billed and unbilled, recorded or unrecorded, accrued and existing, and other claims of any Seller for the provision of goods or services to patients due from beneficiaries or governmental third party payors which by law may not be assigned.

“Government Reimbursement Programs” shall mean Medicare, Medicaid and TRICARE and any other federal or state healthcare programs.

“Hazardous Substances” means any toxic or hazardous waste, pollutants or substances, including without limitation asbestos, PCBs, petroleum products and byproducts, substances defined or listed as “hazardous substance,” “toxic substance,” “toxic pollutant,” or similarly identified substance or mixture, in or pursuant to any Environmental Law.

“Healthcare Reimbursement Obligation” means, collectively, Sellers’ reimbursement obligations to their (a) self-paying patients and (b) insurance companies, in each case for any overpayments, duplicate payments or payments in error received by any Seller.

“HFG” means Healthcare Finance Group, LLC and its successors and assigns.

“HFG Debt” means the indebtedness of the Sellers and JEC to HFG, as agent, HFG Healthco-4 LLC, as lender, and the Buyer under the DIP Financing Agreement.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended by the Health Information Technology for Economic and Clinical Health Act.

“Hospital” shall mean Johnson Memorial Hospital, located in Stafford Springs, Connecticut.

“Hospital Loan” shall mean that certain loan from People’s to JMMC and JMH in the original principal amount of \$13,700,000, dated August 30, 2006, as evidenced by the Hospital Loan Documents.

“Hospital Loan Documents” shall mean all those certain agreements, documents and instruments executed in connection with the Hospital Loan by and among People’s, JMMC and JMH.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder, and any successor to such statute, rules or regulations.

“Intercompany Obligations” means all intercompany loans, advances, payables and receivables between any Seller and any other Seller or Johnson Professional Associates, P.C., which were made or arose out of transactions occurring prior to the Closing.

“IRS” shall mean the Internal Revenue Service.

“Inventories” shall have the meaning set forth in Section 1.2(c).

“JEC” shall mean The Johnson Evergreen Corporation, a Connecticut corporation.

“JEC Transaction” shall mean the contemplated sale by JEC of substantially all of its assets to a third party.

“JMH” shall mean Johnson Memorial Hospital, Inc., a Connecticut corporation.

“JMMC” shall mean Johnson Memorial Medical Center, Inc., a Connecticut corporation.

“JMH Real Estate” shall mean the fee simple interest of JMH in all real property it owns as identified and set forth in Schedule 1.2(a).

“Justice Department” shall mean the United States Department of Justice.

“Legacy Creditor Debt” shall mean the debt of JMMC, JMH, and JEC to the Legacy Creditors.

“Legacy Creditors” means the Plan Custodian and the PBGC.

“Legacy Creditor Costs” means the fees and expenses actually incurred by the Legacy Creditors in connection with the Sellers’ bankruptcy cases.

“Liability” means any debt, loss, damage, adverse claim, fine, penalty, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise), and all costs and expenses relating thereto including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation.

“Lien” means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, interest, put, call, easement, servitude, proxy, covenant, hypothecation, voting trust or agreement and transfer restriction under any agreement, against or with respect to tangible or intangible property or rights, whether imposed by agreement, understanding, law, equity or otherwise.

“Material Adverse Effect” shall mean an event, occurrence, condition, change or effect or a series of events, occurrences, conditions, changes or effects that, individually or in the aggregate, is or may be reasonably expected to be materially adverse to the business, financial condition, operations or properties of the person or businesses which has suffered such event, occurrence, condition, change or effect, including, but not limited to (i) the loss or revocation of any provider number or (ii) changes in law or regulations that impose additional burdens or obligations or requirements applicable to operations of not for profit hospitals in Connecticut; provided, however, that Material Adverse Effect shall exclude any changes or conditions as and to the extent such changes or conditions relate to or result from general economic conditions in the United States of America and/or such other conditions that affect the healthcare industry generally.

“Material Loss” shall have the meaning set forth in Section 1.13(b).

“Materials of Environmental Concern” shall mean chemicals, pollutants, contaminants, wastes, toxic substances, petroleum and petroleum products, including Hazardous Substances.

“Medical Records Custody Agreement” shall have the meaning set forth in Section 12.8(a).

“Name Amendments” shall have the meaning set forth in Section 10.2.

“Net Working Capital” shall mean, as of any balance sheet date, an amount equal to (i) the value of Sellers’ current assets, including without limitation, all of Sellers’ cash and cash equivalents, accounts receivables, prepaid expenses, inventories and other current assets, less (ii) Sellers’ accounts payable, accrued payroll and benefits, other accrued expenses and accounts receivable credits due to third parties, unapplied cash, the outstanding amount due from Sellers under the DIP Financing Agreement reduced by any cash payment received by JEC for its receivables and paid to HFG pursuant to the JEC Transaction, in each case determined from Sellers’ balance sheet as of the date thereof on a consolidated basis in accordance with the accounting principles applied by Sellers consistently applied. For purposes of this calculation, other accrued expenses shall exclude accrued interest on any debt which is not being assumed by Buyer pursuant to this Agreement. The applicable line items for this calculation, including numbers attributable to the various line items have been previously provided by Sellers to Buyer.

“OHCA” means the Office of Health Care Access, a division of the Department of Health.

“PBGC” shall mean the Pension Benefit Guaranty Corporation.

“PCBs” shall mean polychlorinated biphenyls.

“People’s” means People’s United Bank.

“People’s Debt” shall mean the Hospital Loan and the Surgery Center Loan together with and as evidenced by the Hospital Loan Documents and the Surgery Center Loan Documents.

“Permits and Licenses” shall have the meaning set forth in Section 1.2(d).

“Permitted Designee” shall have the meaning set forth in Section 1.2.

“Permitted Liens” shall mean Real Property Permitted Encumbrances, liens securing the Restructured People’s Debt, liens securing the HFG Debt if the Buyer and HFG agree that the Buyer will assume the HFG Debt, and the Liens listed in Schedule 1.4(a)(ix).

“Petition Date” shall have the meaning set forth in the recitals.

“Plan Custodian” shall mean Clifford Zucker, Plan Custodian under the plan of reorganization confirmed in the prior bankruptcy cases of JMMC, JMH, and JEC in 2010.

“Prepaid Expenses” shall have the meaning set forth in Section 1.2(j).

“Purchase Price” shall have the meaning set forth in Section 1.6(a).

“Purchase Price Allocation” shall have the meaning set forth in Section 12.10.

“Qualified Beneficiaries” shall have the meaning set forth in Section 10.1.

“Real Property” shall mean, collectively, the Sellers’ Owned Real Property and the Sellers’ Leased Real Property.

“Real Property Permitted Encumbrances” shall mean all of the following: (a) zoning and building laws, ordinances, resolutions and regulations, and land use regulations; (b) real property taxes and assessments for public improvements not due and payable on or before the Closing; (c) such other exceptions as the Title Company shall commit to insure over, without any additional cost to Buyer, whether such insurance is made available in consideration of payment, bonding, or otherwise (but excluding indemnity of Sellers); (d) those encumbrances approved by Buyer, in its sole and absolute discretion; and (e) with respect to the JMH Real Estate, the Evergreen Ground Lease.

“Reimbursement Obligation” shall mean the reimbursement obligations of JMMC, JMH and JEC to Buyer in respect of the Credit Support, as set forth in the Amended and Restated Seventh Amendment to Master Affiliation Agreement dated as of July 14, 2014, among Buyer, JMMC, JMH and JEC, as the same may be amended from time to time.

“Reorganization Plan” means a plan of reorganization under Chapter 11 of the Bankruptcy Code.

“Restructured Legacy Creditor Debt” shall mean the Legacy Creditor Debt, as restructured on terms mutually satisfactory to Buyer and the Legacy Creditors, in their sole and absolute discretion, providing for the assumption by the Buyer of the Legacy Creditor Debt and the payment by Buyer, on the Closing Date, of the sum of (a) \$3,000,000 plus (b) one-half of any then-unpaid Legacy Creditor Costs, up to a maximum of \$50,000, in full and final satisfaction of the Legacy Creditor Debt.

“Restructured People’s Debt” shall mean the People’s Debt, as restructured on terms mutually satisfactory to Buyer and People’s, in their sole and absolute discretion, providing for among other things, the assumption of (a) the entire principal balance of the Surgery Center Loan and (b) Seven Million Four Hundred Thousand Dollars (\$7,400,000) of the principal balance of the Hospital Loan.

“Sale Motion” shall have the meaning set forth in Section 6.2.

“Sale Order” means an order of the Bankruptcy Court in form and substance satisfactory to Buyer, in its sole discretion, with such changes as may be made by Buyer (for the avoidance of doubt, including all exhibits and schedules thereto), that, among other things, finds and provides that: (i) the Assets and Facilities sold to Buyer pursuant to this Agreement shall be transferred to Buyer free and clear of all Liens (other than Permitted Liens) and all Liabilities, causes of action, demands, guaranties, rights, restrictions, remedies, and matters of any kind or nature whatsoever, whether at law or in equity, including, without limitation, free and clear of any rights or claims based on theories of transferee or successor liability under any applicable law, statute, rule, regulation, common law or equitable principle, including, without limitation, any Environmental Laws, labor or employment laws (such as unemployment compensation), ERISA, the Code, and COBRA, of any Governmental Entity, including, without limitation, the Pension Benefit Guaranty Corporation, the IRS, state and local taxing authorities and any Governmental Entity, whether arising before or after the commencement of the Bankruptcy Case and whether imposed by agreement, understanding, law, equity, regulation, custom or otherwise, including, without limitation, the Benefit Plans, save and excepting only those Liabilities expressly assumed by Buyer in writing pursuant to Section 1.4 of this Agreement; (ii) the Bankruptcy Court shall retain jurisdiction over any claims that are not Assumed Liabilities hereunder; (iii) this Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith and from arm’s length bargaining positions; (iv) this Agreement and the transactions contemplated hereby may be specifically enforced against and binding upon, and not subject to rejection or avoidance by, Sellers or any Chapter 7 or Chapter 11 trustee of Sellers appointed pursuant to the Bankruptcy Code or other representative of their respective estates; and (v) the Assumed Contracts and the Assumed Leases shall be properly assigned to and assumed by Buyer pursuant to the procedure set forth in Section 10.5 hereof, with only such exceptions as Buyer may agree in writing.

“Second Deposit Account” shall have the meaning set forth in Section 1.12.

“Seller” and “Sellers” shall have the meanings set forth in the introduction.

“Sellers’ Leased Real Property” shall have the meaning set forth in Section 1.2(b).

“Sellers’ Owned Intellectual Property” shall have the meaning set forth in Section 1.2(m).

“Sellers’ Owned Real Property” shall have the meaning set forth in Section 1.2(a).

“Sellers’ Real Property Expense Leases” shall have the meaning set forth in Section 1.2(b).

“Sellers’ Real Property Income Leases” shall have the meaning set forth in Section 1.2(g).

“Surgery Center Loan” shall mean that certain loan from People’s to JMMC in the original principal amount of \$4,500,000, dated August 24, 2004, guaranteed by JMH, as evidenced by the Surgery Center Loan Documents.

“Surgery Center Loan Documents” shall mean those certain agreements, documents and instruments executed in connection with the Surgery Center Loan by and among People’s, JMMC and JMH.

“Taxes” or “Tax” shall mean all taxes, fees, levies or other assessments, however denominated, including any interest, penalties or other additions to taxes that may become payable in respect thereof, imposed by any federal, territorial, state, local or foreign Governmental Entity, which taxes shall include, without limiting the generality of the foregoing, all income or profits taxes (including, but not limited to, federal income taxes and state income taxes), unrelated business income taxes, payroll and employee withholding taxes, unemployment insurance, social security taxes, sales and use taxes, ad valorem taxes, excise taxes, taxes under Code Section 4958, franchise taxes, gross receipts taxes, business license taxes, occupation taxes, property taxes, stamp taxes, environmental taxes, transfer taxes, workers’ compensation, alternative or add-on minimum estimated or other taxes, levies or assessments for unclaimed property under applicable escheat or unclaimed property laws and other obligations having the same nature or a nature similar to any of the foregoing.

“Tax Return” or “Tax Returns” shall mean any report, return, declaration, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto and including any amendment thereof.

“The Hartford” shall mean Hartford Fire Insurance Company.

“Title Company” shall mean the title company Buyer selects to issue as of the Closing Date one or more ALTA owner’s policies of title insurance (Form 2006), with extended coverage and zoning endorsements and such other endorsements as Buyer shall reasonably require.

“Trade Payables” shall mean accounts payable owed to vendors for goods sold and services rendered, in each case in the ordinary course of business, incurred within the three month period prior to the Petition Date or incurred after the Petition Date, but excluding indebtedness for borrowed money.

“Transfer Taxes” shall have the meaning set forth in Section 1.6(a)(vii).

“Transferred Contracts” shall have the meaning set forth in Section 10.5.

“Transferred Employees” shall have the meaning set forth in Section 9.1(a).

“WARN Act” shall have the meaning set forth in Section 9.1(c).

“Workers’ Compensation Liabilities” shall mean the Liability of the Sellers and JEC under their workers’ compensation insurance policy with The Hartford for the period May 31, 2014 to the Closing Date.

1.2 Sale of Assets. At the Closing, each Seller shall sell, transfer, convey, assign and deliver to Buyer all of such Seller’s respective right, title and interest in, to and under the assets, properties and business of every kind and description that are owned or held by each Seller or used by each Seller in connection with the operation of the Facilities and the Business, except the Excluded Assets (collectively, the “Assets”), including, without limitation, the following assets and properties listed in this Section 1.2. Pursuant to the Sale Order, the Assets shall be sold and conveyed to Buyer free and clear of all Liens (other than Permitted Liens) and Liabilities (other than Assumed Liabilities), including any and all claims that Buyer is a successor, transferee or continuation of Sellers or the Business. The Assets include, without limitation, the following, except as included among the Excluded Assets:

(a) all real property owned by any Seller, as more specifically described on Schedule 1.2(a), together with all buildings, improvements and fixtures located thereupon, all easements, rights of way, and other appurtenances thereto (including appurtenant rights in and to public streets), all architectural plans or design specifications relating to the development thereof and all construction in progress (collectively, the “Sellers’ Owned Real Property”);

(b) to the extent elected by Buyer pursuant to Section 10.5 hereof, the real property leasehold or sub-leasehold estates described on Schedule 1.2(b) (collectively, the “Sellers’ Leased Real Property;” the leases under which Sellers hold a leasehold or sub-leasehold estate in the Sellers’ Leased Real Property are collectively referred to herein as the “Sellers’ Real Property Expense Leases”);

(c) (i) all tangible personal property used in the operation of the Business as of the Effective Time, including, without limitation, all major, minor or other equipment, furniture, fixtures, machinery, office furnishings and instruments, Sellers’ most recent (as of the Petition Date) depreciation list previously provided to Buyer, (ii) all vehicles identified on Schedule 1.2(c)(ii) which continue to be owned by a Seller at the Effective Time, or acquired by a Seller between the Petition Date and the Effective Time and owned at the Effective Time and (iii) all inventories of supplies, non-expired drugs, food, janitorial and office supplies and other disposables and consumables existing at the Effective Time and located at any Facility, or owned or purchased by any Seller for use in connection with the Business (the “Inventories”);

(d) to the extent assignable or transferable, all licenses, Certificates of Need, Exemption Certificates, franchises, accreditations and registrations and other licenses or permits issued by a Governmental Entity or pending for issuance by a Governmental Entity in connection

with the Business, including without limitation those described in Schedule 1.2(d) as the same may be renewed from time to time following the Petition Date (collectively, the “Permits and Licenses”);

(e) all claims, causes of action and judgments in favor of Sellers relating to the physical condition or repair of the Assets, all insurance proceeds due to Buyer under Section 1.13 and, to the extent assignable, all warranties (express or implied) and rights and claims assertable by (but not against) Sellers related to the Assets;

(f) all financial, patient, medical staff, personnel (after obtaining any requisite employee consents) and other records relating to the Business or the Assets, including, without limitation, all accounts receivable records, equipment records, medical and administrative libraries, medical records, patient billing records, documents, construction plans and specifications, catalogs, books, records, files, operating manuals and current personnel records, including any electronic data relating to such records and information stored in any computer, computer server or computer equipment relating to or used in connection with the Business;

(g) to the extent elected by Buyer pursuant to Section 10.5 hereof, all lease agreements pursuant to which any Seller, as landlord, has leased to a third party, as tenant, all or some portion of the Sellers’ Owned Real Property or the Sellers’ Leased Real Property, including without limitation those described on Schedule 1.2(g) to the extent still in effect at the Effective Time or entered into by a Seller between the Petition Date and the Effective Time and in effect at the Effective Time (collectively, the “Sellers’ Real Property Income Leases”);

(h) all rights of any Seller under those Contracts, commitments and agreements and leases (including, without limitation, any design, engineering and construction contracts for planned, pending or ongoing construction projects) described on Schedule 1.2(h) (collectively, the “Assumed Contracts”);

(i) all goodwill associated with the operation of the Business and the Assets;

(j) any deposits, other current assets, other assets, escrows, prepaid taxes or other advance payments relating to any expenses of the Business, including without limitation items of the type previously provided to Buyer (collectively, the “Prepaid Expenses”);

(k) other than the Government Patient Receivables and any other Excluded Assets, and subject to the Healthcare Reimbursement Obligation, all notes, accounts receivable and other rights to receive payment for goods and services provided by Sellers in connection with the Business or otherwise arising from the operation of the Business, billed or unbilled, recorded or unrecorded, including, without limitation, any such notes, reimbursement credit balances, accounts receivable or other rights that have been charged off as bad debt, and all other notes receivable from patients and notes receivable from physicians as identified in a list previously provided to Buyer to the extent not satisfied prior to the Effective Time, and further including, without limitation, any of the same constituting Intercompany Obligations;

(l) the right to receive an amount of cash equal to the value of the Government Patient Receivables actually collected by Sellers as evidenced by statements provided to Buyer from time to time upon Buyer's request;

(m) the names used in connection with the Business, including, without limitation, Johnson Memorial Hospital, Johnson Surgery Center, Advanced Wound Center, Community Cancer Center, Home & Community Health Services, Johnson Memorial Cancer Center and Karen Davis Krzynowek Infusion Center together with all variations thereof, and the goodwill associated therewith, and all patents, trademarks, tradenames, service marks, domain names, trade secrets, copyrights, software (to the extent owned by Sellers), computer programs (to the extent owned by Sellers) and other intellectual property rights of Sellers (to the extent transferable) used in connection with the Business, including without limitation those described on Schedule 1.2(m) hereto (collectively, the "Sellers' Owned Intellectual Property");

(n) if elected by Buyer prior to Closing, each Seller's Medicare or Medicaid and other government healthcare program and commercial payor provider numbers and agreements to the extent assignable, including those items previously provided to Buyer to the extent still in effect as of the Effective Time, and rights of Sellers to settlement and retroactive adjustments, if any, for open cost reporting periods ending on or prior to the Closing Date (whether open or closed) arising from or against the U.S. Government under the terms of the Medicare program or TRICARE and against any state under its Medicaid program and against any third-party payor program that settles on a cost report basis, together with depreciation "recapture", whether recorded as a current or long-term asset;

(o) all nondisclosure or confidentiality, non-compete, or non-solicitation agreements with employees and agents of any Seller or with third parties to the extent relating to the Business or the Assets (or any portion thereof) and which are in favor of such Seller, including those set forth on Schedule 1.2(o) hereto to the extent still in effect as of the Effective Time;

(p) to the extent transferable, all of any Seller's rights under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent affecting any other Asset, other than any warranties, representations and guarantees pertaining to any Excluded Assets;

(q) all of Sellers' cash, cash equivalents, and short-term investments, except as set forth in subsection (t);

(r) all of Sellers' bankruptcy estates' interest in any and all Avoidance Actions;

(s) all equity interests in Tolland Imaging Center, LLC and all non-stock corporation membership interests and/or equity ownership interests in Northeast Regional Radiation Oncology Network, Inc. or any successor entity thereto;

(t) any funds remaining in any Administrative Expense Escrow following payment of all Administrative Expenses, which funds will be remitted by Sellers or their counsel to Buyer promptly following full and final payment of all Administrative Expenses; and

(u) except as expressly excluded in Section 1.3 below, all other property owned by Sellers, whether tangible or intangible, located at any Facility or used in connection with the Business, and any claims in favor of any Seller, whether known or unknown, contingent or otherwise.

The foregoing assets, together with the Excluded Assets, comprise substantially all of the property and assets used in the conduct and operation of the Business as of the Petition Date. Unless otherwise specified herein, the “Assets” also include all assets acquired by or leased by any Seller for use in connection with the Business between the Petition Date and the Effective Time.

The parties agree that Sellers have from time to time received or been made the beneficiaries of charitable gifts, transfers, trusts and bequests, and that these monies or any interest therein (the “Charitable Assets”) are subject to the oversight of the Office of the Attorney General of Connecticut. It is the intention of the parties that, subject to the intentions of the donors and the approval of the Attorney General and the courts, if necessary, for Charitable Assets owned by any of the Sellers, the Charitable Assets will be transferred to the Buyer or an entity selected by the Buyer, to be used for the same charitable purposes for which they were donated, and for purposes thereof included among the Assets. To the extent they cannot be so transferred, they will constitute Excluded Assets, anything in this Agreement to the contrary notwithstanding. Further, it is the intention of the parties that, for Charitable Assets as to which any of the Sellers may be designated as beneficiary, Buyer or an entity selected by the Buyer will be designated as the successor beneficiary thereof in place of the applicable Seller(s).

Notwithstanding any provision of this Agreement identifying Buyer as the purchaser of the Assets, from time to time, prior to Closing, Buyer may designate one or more subsidiaries or Affiliates of Buyer which are entities formed for not-for-profit purposes entitling them to exemption under Section 501(c)(3) of the Code to be the transferee(s) of some or all of the Assets (any such subsidiary or Affiliate being referred to herein as a “Permitted Designee”). Each Permitted Designee shall be bound by all of the terms and conditions of this Agreement affecting Buyer as if such Permitted Designee were a signatory to this Agreement. In the event of any such designation, Buyer shall guarantee the obligations of such Permitted Designee(s) hereunder.

AS IS/WHERE IS. THE ASSETS SHALL BE TRANSFERRED “AS IS” AND “WHERE IS.” EACH SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT). NO STATUTORY OR OTHER WARRANTIES AS TO THE CONDITION OF THE ASSETS OR THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ASSETS SHALL BE IMPLIED, AND EACH SELLER HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE CONDITION OF THE ASSETS OR THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

1.3 Excluded Assets; Non-Assignable Contracts.

(a) The following items are not intended by the parties to be a part of the purchase and sale of assets hereunder and are excluded from the Assets (collectively, the

“Excluded Assets”): (i) the corporate record books, minute books and Tax records of each Seller; (ii) all Inventories disposed of in the ordinary course of business prior to the Closing and all accounts receivable collected in the ordinary course of business prior to the Closing; (iii) subject to the terms of Section 1.2(l), the Government Patient Receivables; (iv) except if Buyer elects pursuant to Section 1.2(n) to accept assignment of each Seller’s Medicare and Medicaid provider number and provider agreements, rights of Sellers to settlement and retroactive adjustments, if any, for open cost reporting periods ending on or prior to the Closing Date (whether open or closed) arising from or against the U.S. Government under the terms of the Medicare program or TRICARE and against any state under its Medicaid program and against any third-party payor program that settles on a cost report basis, together with depreciation “recapture”, whether recorded as a current or long-term asset; (v) rights of any Seller arising pursuant to this Agreement; (vi) all executory contracts or unexpired leases, whether oral or written, to which any Seller is a party which are not Assumed Contracts or Assumed Leases, and all assets leased, licensed or otherwise held pursuant thereto; (vii) personnel records to the extent the employees subject of such records have not consented in writing to the transfer of such records to the extent required by applicable law; (viii) all rights with respect to attorney-client privilege, attorney work product, accountant-client privilege and similar privileges and doctrines; (ix) all claims, counterclaims, rights and defenses of any Seller with respect to any other Excluded Asset and/or any Excluded Liability; and (x) any other assets as identified in a list previously provided to Buyer.

(b) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 1.3, to the extent that the assignment or transfer, or attempted assignment or transfer, to Buyer of any Assumed Contract or Assumed Lease would result in a violation of applicable law, or would require the consent, authorization, approval or waiver of a person who is not a party to this Agreement or an Affiliate of a party to this Agreement (including any Governmental Entity), and such consent, authorization, approval or waiver shall not have been obtained prior to the Closing, this Agreement shall not constitute an assignment, or transfer, or an attempted assignment or transfer, thereof; *provided, however*, that, subject to the satisfaction or waiver of the conditions contained in Articles VII and VIII, the Closing shall occur notwithstanding the foregoing without any adjustment to the Purchase Price on account thereof. Following the Closing, Sellers and Buyer shall use commercially reasonable efforts, and shall cooperate with each other, to obtain any such required consent, authorization, approval or waiver, or any release, substitution or amendment required to novate all Liabilities under any and all Assumed Contracts and Assumed Leases or to obtain in writing the unconditional release of all parties to such arrangements, so that, in any case, Buyer shall be solely responsible for such Liabilities from and after the Closing Date; *provided, however*, that neither Sellers nor Buyer shall be required to pay any consideration therefor. Once such consent, authorization, approval, waiver, release, substitution or amendment is obtained, Sellers shall be deemed, to have assigned and transferred to Buyer the relevant Assumed Contract or Assumed Lease to which such consent, authorization, approval, waiver, release, substitution or amendment relates for no additional consideration retroactive to the Effective Time, without need for further action of any Person, except as may be required by the Bankruptcy Court.

(c) To the extent that any Assumed Contract or Assumed Lease cannot be transferred to Buyer following the Closing, Buyer and Sellers shall use commercially reasonable efforts to enter into such arrangements (such as subleasing, sublicensing or subcontracting) to

provide to the parties the economic and, to the extent permitted under applicable law, operational equivalent of the transfer of such Assumed Contract or Assumed Lease to Buyer as of the Closing and the performance by Buyer of its obligations with respect thereto. To the extent that Buyer is receiving such economic and operational benefit, Buyer shall, as agent or subcontractor for Sellers, pay, perform and discharge fully the Liabilities of Sellers thereunder from and after the Closing Date. To the extent permitted under applicable law, Sellers shall, at Buyer's expense, hold in trust for and pay to Buyer promptly upon receipt thereof, such Assumed Contract or Assumed Lease and all income, proceeds and other monies received by Sellers to the extent related to such Assumed Contract or Assumed Lease in connection with the arrangements under this Section 1.3.

1.4 Assets Free and Clear; Assignment and Assumption Agreement.

(a) Notwithstanding any other provision hereof to the contrary, the Assets shall be sold and transferred to Buyer free and clear of all Liabilities and Liens, except (i) subject to the terms of Section 1.6(b)(i), the HFG Debt and the Liens securing the HFG Debt; (ii) the Restructured People's Debt in an amount not to exceed Ten Million Five Hundred Thousand Dollars (\$10,500,000) of principal plus all outstanding and accrued interest on the Restructured People's Debt and the Liens securing the Restructured People's Debt; (iii) the Trade Payables; (iv) the Reimbursement Obligation directly attributable to the Sellers, in the event Buyer designates a Permitted Designee, and the Workers' Compensation Liabilities directly attributable to the Sellers in an amount not to exceed Two Million Dollars (\$2,000,000); (v) the accrued and unpaid obligations of any Seller with respect to payroll, paid-time-off, incentive compensation and expense reimbursements as of the Effective Time (the "Accrued Employee Liabilities"); (vi) the obligations described in subsection (b) below; (vii) obligations of any Seller which are Intercompany Obligations; (viii) Real Property Permitted Encumbrances and other Permitted Liens; (ix) the Liabilities of Sellers, and Liens relating thereto, if any, set forth on Schedule 1.4(a)(ix); (x) the Healthcare Reimbursement Obligation in an amount not to exceed Two Million Two Hundred Thousand Dollars (\$2,200,000); (xi) only if Buyer elects to accept assignment of each Seller's Medicare and Medicaid provider number and provider agreements pursuant to Section 1.2(n), all Liabilities under Sellers' Medicare and Medicaid provider numbers and agreements; and (xii) the Restructured Legacy Creditor Debt in an amount not to exceed (A) \$3,000,000 plus (B) one-half of the Legacy Creditor Costs, up to a maximum of \$50,000, and the Liens securing the Restructured Legacy Creditor Debt (collectively, the "Assumed Liabilities").

(b) Buyer shall expressly assume the Assumed Liabilities and all of Sellers' obligations with respect to events or periods on and after the Effective Time under the Assumed Contracts and the Assumed Leases, including without limitation the Collective Bargaining Agreement, pursuant to the Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") in substantially the form attached hereto as Exhibit 1.4(b).

(c) Except for the Assumed Liabilities, obligations with respect to events or periods on and after the Effective Time under the Assumed Contracts and obligations with respect to events or periods on and after the Effective Time under the Assumed Leases, Buyer is not assuming, and shall not be deemed to have assumed, any other Liability of any Seller, or any

of their Affiliates, fixed or contingent, disclosed or undisclosed, recorded or unrecorded, currently existing or hereafter arising, or otherwise.

(d) With respect to any indebtedness secured by a Lien on the Assets, if the indebtedness is not expressly assumed by Buyer, any such Lien shall attach to the proceeds of sale.

1.5 Excluded Liabilities. Other than the Assumed Liabilities, Buyer shall not assume and shall not be liable for any Liabilities of any Seller (all Liabilities of any Seller that are not Assumed Liabilities are referred to collectively as the “Excluded Liabilities”).

1.6 Purchase Price.

(a) Subject to the terms and conditions hereof, in consideration for the Assets, the Buyer agrees to assume the Assumed Liabilities and pay an amount equal to or assume the obligations as follows:

(i) the aggregate amount of (A) the Restructured People’s Debt assumed by Buyer in an amount of up to Ten Million Five Hundred Thousand Dollars (\$10,500,000) of principal plus all outstanding and accrued interest on the People’s Debt, (B) the HFG Debt, which will be assumed or paid in full by Buyer as described below, and (C) the Restructured Legacy Creditor Debt assumed by Buyer in the amount of (I) \$3,000,000 plus (II) one-half of the unpaid Legacy Creditor Costs, up to a maximum of \$50,000;

(ii) the Cure Costs under all Assumed Leases and Assumed Contracts in an amount up to Five Hundred Thousand Dollars (\$500,000);

(iii) without duplication, the aggregate amount of the Reimbursement Obligation directly attributable to the Sellers and assumed by Buyer and the aggregate amount of the Workers’ Compensation Liabilities directly attributable to the Sellers and assumed by Buyer in an amount up to Two Million Dollars (\$2,000,000);

(iv) Five Hundred Thousand Dollars (\$500,000) (such amount being referred to herein as the “Cash Payment”);

(v) the aggregate amount of Trade Payables assumed by Buyer;

(vi) the Accrued Employee Liabilities;

(vii) the aggregate amount of any transfer taxes, fees or similar assessments resulting from the sale of the Assets pursuant hereto and paid by Buyer in an amount up to Three Hundred Thousand Dollars (\$300,000) (the “Transfer Taxes”);

(viii) the Healthcare Reimbursement Obligation in an amount up to Two Million Two Hundred Thousand Dollars (\$2,200,000); and

(ix) the aggregate amount of any premiums to obtain the insurance described in Section 5.7 hereof (the items in (i) through (viii) are, together with the assumption of the Assumed Liabilities, collectively, the “Purchase Price”).

(b) The Purchase Price shall be payable as follows:

(i) the HFG Debt will be paid in full or assumed by Buyer on terms and conditions mutually acceptable to the Buyer and HFG;

(ii) the accrued and outstanding interest on the People’s Debt shall be paid at Closing and the Restructured People’s Debt shall be payable over time as set forth in and pursuant to their respective terms;

(iii) the Cure Costs under the Assumed Leases and Assumed Contracts shall be payable as mutually agreed to by Sellers and Buyer;

(iv) the Reimbursement Obligation shall be paid by the applicable Permitted Designee, if any, in the ordinary course of business and the Workers’ Compensation Liabilities shall be payable as and when due, provided that if Buyer does not appoint a Permitted Designee and in fact purchases the Assets directly, the Reimbursement Obligation shall be forgiven;

(v) the Cash Payment will be paid as more specifically set forth in Schedule 1.6(b)(v), such Schedule to be completed by Buyer prior to Closing and to include administrative expenses incurred in the Sellers’ bankruptcy cases (collectively, the “Administrative Expenses”) (Sellers shall have the right to approve the Administrative Expenses set forth in such Schedule, in their reasonable discretion);

(vi) the payment of the premium for the “tail” or other insurance required by Buyer pursuant to Section 5.7 to the applicable insurance carrier;

(vii) the Trade Payables shall be assumed by Buyer;

(viii) the Accrued Employee Liabilities shall be paid to or for the benefit of the applicable employees of Sellers in accordance with applicable law;

(ix) any Transfer Taxes shall be paid by Buyer to the appropriate Governmental Entity on the Closing Date;

(x) the Healthcare Reimbursement Obligation and any other Assumed Liabilities shall be paid by Buyer in the ordinary course of business; and

(xi) the Restructured Legacy Creditor Debt will be assumed and paid in full by Buyer on the Closing Date.

1.7 Additional Investment. In addition to the Purchase Price, Buyer anticipates spending up to Thirteen Million Dollars (\$13,000,000) within the first three (3) years following

the Closing on investments in technology, capital improvements, expanded services and routine replacements for the Facilities.

1.8 Taxes. Subject to the last sentence of Section 1.9 hereof, each Seller shall pay all Taxes, if any, applicable to such Seller, but not including any Transfer Taxes resulting from the sale of the Assets pursuant hereto. Buyer shall pay all Taxes, if any, applicable to Buyer, and all Transfer Taxes payable on account of the transactions contemplated by this Agreement.

1.9 Tax Obligations. To the extent necessary to transfer Assets to Buyer free and clear of Liens (other than Permitted Liens) and Liabilities (except Assumed Liabilities), each Seller shall be responsible for and shall pay any Taxes arising or resulting from or in connection with its ownership and/or operation of the Assets for taxable periods (i) ending before the Effective Time or (ii) for those portions up to the Effective Time of a taxable period that begins prior to, but ends after, the Effective Time. Buyer shall be responsible for and shall pay all Taxes in connection with the ownership of the Assets for taxable periods or portions thereof beginning as of the Effective Time. Notwithstanding the foregoing, prior to the Effective Time, each Seller shall pay when due any and all provider taxes and, after the Effective Time, the Buyer shall pay when due any and all provider taxes regardless of whether such taxes are attributable to taxable periods ending before the Effective Time.

1.10 Cooperation With Respect to Taxes. The parties to this Agreement shall reasonably cooperate, including without limitation during times of audit by taxing authorities and in preparation of Tax Returns, to avoid payment of duplicate or inappropriate Taxes, and each party shall furnish, at the reasonable request of the other, proof of payment of any such Taxes or any other documentation that is a prerequisite to avoiding payment of a duplicate or inappropriate Tax. Such cooperation shall include, without limitation, furnishing information regarding prior years' Tax Returns and related work papers, rulings and determinations by any tax authority.

1.11 Reserved.

1.12 Lock Box. Each Seller hereby appoints, from and after the Closing Date, Buyer, and Buyer agrees to act, as its collection agent with respect to its Government Patient Receivables. In connection therewith, on or before the Closing Date, Buyer shall establish on each Seller's behalf (and with such Seller's tax identification number) a "lock box" at a financial institution selected by Buyer (subject to such Seller's approval, which shall not be unreasonably withheld), or alternatively Buyer and such Seller may agree to designate and use an existing "lock box" bank account owned by Seller (the "Designated Lock Box Account"), and after the Closing, Buyer, as agent for such Seller and on such Seller's behalf, shall deposit in such designated lock box all cash, checks, drafts or other similar items of payment of such Government Patient Receivables. Each Seller shall provide standing instructions in writing to the financial institution at which such account is maintained directing all proceeds deposited in the Designated Lock Box Account be swept out on a daily basis to another deposit account at the financial institution owned by such Seller (the "Second Deposit Account"). Such Seller shall assign all such amounts deposited on its behalf into the Second Deposit Account to Buyer in full satisfaction of its obligation to transfer to Buyer an amount equal to the value of its Government Patient Receivables actually collected, as set forth in Section 1.2(1). Each Seller's agreement

with the financial institution shall require such Seller to provide at least ten (10) days prior written notice to the bank and obtain approval from the Bankruptcy Court before any change to these standing instructions shall become effective and shall require the bank to notify the Buyer of any change to these standing instructions at least five (5) days before becoming effective. Any change in the standing instructions not agreed to in writing in advance by Buyer shall constitute a material breach of the applicable Seller's obligations under this Agreement. The provisions of this Section 1.12 shall be subject to the rights of HFG as it relates to the Government Patient Receivables and in the event the Buyer assumes the HFG Debt, the lock box arrangement must be satisfactory to HFG.

1.13 Casualty and Condemnation Loss Provision.

(a) The risk of loss or damage to any of the Assets shall remain with Sellers until the Effective Time, and Sellers shall maintain their insurance policies covering the Assets and all other property through the Effective Time. If any material part or portion of the Assets is damaged, lost or destroyed (whether by fire, theft or other casualty event) prior to the Effective Time, Sellers shall notify Buyer ("Casualty Notice") as soon as possible of such damage, loss or destruction. The Casualty Notice shall set forth Sellers' good faith, reasonable estimate of the fair market value of the cost to repair, replace or restore (as applicable) such damage, loss or destruction (the "Estimate").

(b) In the event that there is damage, loss or destruction to the Assets (collectively, the "Casualty Assets") and (i) it can reasonably be anticipated that such damage, loss or destruction will prevent Buyer from providing a material service at any Facility for more than sixty (60) days after the Closing Date and so as to cause a Material Adverse Effect; or (ii) the Estimate is greater than \$3,000,000 in excess of any applicable insurance recovery (either (i) or (ii), a "Material Loss"), Buyer may, within ten (10) days after receipt of the Estimate, by written notice to Sellers, terminate this Agreement.

(c) If, prior to the Effective Time, any part or portion of the Assets is destroyed, lost or damaged (i) to an extent that does not result in a Material Loss or (ii) to an extent that there is a Material Loss and Buyer chooses not to terminate this Agreement, Buyer and Sellers shall consummate the transactions contemplated in this Agreement, subject to the other terms and conditions of this Agreement, and, at the Effective Time, Sellers shall deliver possession of the Assets to Buyer in such physical condition as the same may then exist; provided that, in such event, Sellers shall assign to Buyer the right to receive any net insurance proceeds for the property loss or damage to the Assets and reduce the cash portion of the Purchase Price by an amount equal to any deductible or other reduction below fair market value of the applicable Assets of the net insurance proceeds received in connection therewith. For purposes of effecting this Section 1.13, Buyer will be a named additional insured on Sellers' property insurance.

(d) If, prior to the Effective Time, any Seller becomes aware that any condemnation proceeding is threatened or filed in respect of any Real Property, Sellers shall give prompt written notice thereof to Buyer, in which event Sellers agree to negotiate in good faith with Buyer regarding the effect, if any, such a proceeding shall have on the transactions contemplated herein. In the event that the condemnation proceeding relates to a material portion

of any Facility as determined by Buyer in good faith, Buyer shall have the option to terminate this Agreement or proceed with Closing, provided, that Buyer shall be entitled to receive the entire condemnation award. Buyer shall have the right to approve or disapprove any proposed settlement concerning any filed or threatened condemnation proceeding relating to any of the Assets.

(e) The provisions of this Section 1.13 shall be subject to the rights of People's under the Hospital Loan Documents and the Surgery Center Loan Documents.

1.14 Deposit. Concurrently with the execution of the Original Purchase Agreement Buyer deposited into an escrow (the "Deposit Escrow") with the Title Company as escrow agent (the "Deposit Escrow Holder"), an amount equal to Seven Hundred Fifty Thousand Dollars (\$750,000.00) (together with interest earned thereon, the "Deposit") in immediately available, good funds, pursuant to joint instructions to be delivered to the Deposit Escrow Holder. Upon receipt of such funds, the Deposit Escrow Holder deposited the Deposit into an interest-bearing account. The Deposit is held pursuant to an Escrow Agreement (the "Escrow Agreement") entered into by the parties and Deposit Escrow Holder concurrently with the execution of the Original Purchase Agreement. At Closing, the Deposit shall be paid over to Sellers. If this Agreement terminates for any reason, the Deposit shall be paid over to Sellers or returned to Buyer, as set forth in Section 11.3 and the Escrow Agreement.

2. CLOSING.

2.1 Closing. The consummation of the purchase and sale of the Assets (the "Closing") shall take place at the offices of Hinckley, Allen & Snyder LLP or such other agreed upon location, at 10:00 A.M. local time on the last business day of the month in which all of the conditions precedent thereto have been satisfied, except those that are to be satisfied at the time of the Closing, or at such other time as the parties hereto may mutually designate in writing (the "Closing Date"), but in no event later than January 14, 2016, or such other date as the parties may agree in writing. The Closing shall be effective for all purposes at 12:01 A.M. on the first calendar day of the next succeeding month or at such other point in time as the parties may agree in writing (the "Effective Time").

2.2 Actions of Sellers at Closing. At the Closing, each Seller shall deliver, or cause to be delivered, to Buyer the following (each Seller hereby acknowledges and agrees that the agreements described in this Section 2.2 shall expressly provide that the Assets shall be delivered free and clear of all Liens (other than Permitted Liens) and Liabilities (other than Assumed Liabilities)):

(a) One or more quitclaim deeds or deeds in transferable and recordable form, reasonably acceptable to each of Buyer and the Title Company, executed by a duly appointed duly authorized officer and/or representative of such Seller, conveying to Buyer all of such Seller's right and interest to the Sellers' Owned Real Property, subject only to the applicable Real Property Permitted Encumbrances that affect any such parcel;

(b) An Assignment and Assumption Agreement executed by a duly authorized officer and/or representative of such Seller;

(c) A general bill of sale and assignment substantially in the form attached hereto as Exhibit 2.2(c) (the “Bill of Sale”) executed by a duly authorized officer and/or representative of such Seller;

(d) The applicable Name Amendments for filing with the Office of the Connecticut Secretary of the State;

(e) A secretary’s certificate, including copies of resolutions duly adopted by its board of directors or other governing body authorizing and approving the performance of each of the transactions contemplated hereby and the execution and delivery of this Agreement and the documents described herein, together with certificates of incumbency, certified as true and of full force as of the Closing by an appropriate officer of such Seller;

(f) A certificate of the respective President or a Vice President of such Seller, certifying that the conditions set forth in Sections 7.1, 7.3 (as it relates to Sellers), 7.4 and 7.6 have been satisfied;

(g) A certificate of existence of such Seller from the Office of the Connecticut Secretary of the State dated not more than ten (10) days prior to Closing;

(h) A title insurance affidavit substantially in the form of Exhibit 2.2(h) hereto as requested by the Title Company;

(i) Reserved;

(j) Copies of insurance policies and certificates of insurance evidencing the insurance described in Section 5.7;

(k) JMH shall deliver a Drug Enforcement Administration limited power of attorney fully executed by a duly authorized officer of JMH (the “DEA Power of Attorney”), substantially in the form attached hereto as Exhibit 2.2(k);

(l) A certificate of non-foreign status, dated as of the Closing Date, executed by a duly authorized officer of such Seller, in form and substance required under the Treasury Regulations pursuant to Section 1445 of the Code, substantially in the form of Exhibit 2.2(l) hereto;

(m) Reserved;

(n) The Medical Records Custody Agreement; and

(o) Such other instruments and documents as Buyer reasonably deems necessary to effectuate the transactions contemplated hereby.

Simultaneously with the delivery of the foregoing items and as reasonably required at any time thereafter, each Seller will take all steps as may reasonably be required to put Buyer in actual possession and operating control of the Assets following the Closing.

2.3 Actions of Buyer at Closing. At the Closing, Buyer shall deliver, or cause to be delivered, to Sellers or their representatives:

(a) Payment of the Purchase Price less the Deposit as determined in accordance with and payable pursuant to Section 1.6 hereof;

(b) The Assignment and Assumption Agreement, all executed by a duly authorized officer of Buyer;

(c) Reserved;

(d) The Medical Records Custody Agreement;

(e) A copy of resolutions duly adopted by the board of directors of Buyer authorizing and approving Buyer's performance of the transactions contemplated hereby and the execution and delivery of the documents described herein, certified as true and of full force as of the Closing by an appropriate officer of Buyer;

(f) A certificate, dated as of the Closing Date, of an appropriate officer of Buyer certifying that the conditions set forth in Sections 8.1 and 8.2 (as it relates to Buyer) have been satisfied;

(g) A certificate of incumbency, dated as of the Closing Date, for the officers of Buyer making certifications for Closing or executing this Agreement, the Assignment and Assumption Agreement, or any other documents, agreements or certificates contemplated by the terms hereof to be executed and delivered by Buyer; and

(h) A certificate of existence of Buyer from the Office of the Connecticut Secretary of the State dated not more than ten (10) days prior to Closing.

3. REPRESENTATIONS AND WARRANTIES OF SELLERS.

As of the Petition Date and as of the Closing Date, Sellers hereby jointly and severally represent and warrant to Buyer the following:

3.1 Existence and Capacity. Each Seller is a nonstock corporation, duly organized, validly existing and in good standing under the laws of the State of Connecticut with all requisite corporate power and authority to own, operate and lease its properties, including, without limitation, the Assets.

3.2 Binding Agreement. This Agreement constitutes the valid, legal and binding obligation of each Seller, enforceable against such Seller in accordance with its terms. Upon the execution and delivery by each Seller of such other agreements as may be required pursuant to Section 2.2, such agreements will constitute valid, legal and binding obligations of such Seller, enforceable against such Seller in accordance with their terms.

3.3 Powers; Consents; Absence of Conflicts With Other Agreements. The execution, delivery, and performance of this Agreement by each Seller and all other agreements referenced

herein, or ancillary hereto, to which such Seller is a party, and the consummation of the transactions contemplated herein by such Seller:

(a) are within such Seller's authority and power, are not in contravention of law or of the terms of such entity's organizational documents and have been duly authorized by all appropriate action of such Seller;

(b) except as set forth on Schedule 3.3, do not require any approval or consent of, or filing with, any Governmental Entity bearing on the validity of this Agreement which is required by law or the regulations of any such Governmental Entity, assuming the accuracy of Buyer's representation and warranty set forth in Section 4.6; and

(c) assuming the accuracy of Buyer's representation and warranty set forth in Section 4.6, will not violate any statute, law, ordinance, rule or regulation of any Governmental Entity to which any Seller or the Assets may be subject; and will not violate any judgment, decree, order, writ or injunction of any court or Governmental Entity to which any Seller, or the Assets may be subject.

3.4 Sufficiency of Assets. Except for the Excluded Assets, the Assets constitute, in the aggregate, all the assets, interests, rights and property used by Sellers in connection with the operation of the Business as currently conducted.

3.5 Title to Tangible Personal Property. Seller has good and valid title to, or a valid leasehold interest in, all tangible personal property included in the Assets.

3.6 Real Property. Schedule 1.2(a) sets forth the Sellers' Owned Real Property. Seller has good and marketable fee simple title to the Sellers' Owned Real Property. Schedule 1.2(b) sets forth the Sellers' Leased Real Property. No Seller has received any written notice of existing, pending or threatened (i) condemnation proceedings affecting the Sellers' Owned Real Property or Sellers' Leased Real Property, or (ii) zoning, building code or other moratorium proceedings, or similar matters which would reasonably be expected to materially and adversely affect the ability to operate the Sellers' Owned Real Property or Sellers' Leased Real Property as currently operated. Neither the whole nor any material portion of any Sellers' Owned Real Property or Sellers' Leased Real Property has been damaged or destroyed by fire or other casualty.

4. REPRESENTATIONS AND WARRANTIES OF BUYER.

As of the Petition Date and as of the Closing Date, Buyer hereby represents and warrants to Sellers the following:

4.1 Existence and Capacity. Buyer is a nonstock corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut with all requisite corporate power and authority to own, operate and lease its properties.

4.2 Binding Agreement. This Agreement constitutes the valid, legal and binding obligation of Buyer enforceable against Buyer in accordance with its terms. Upon the execution and delivery by Buyer of such other agreements as may be required pursuant to Section 2.3

herein, such agreements will constitute valid, legal and binding obligations of Buyer enforceable against Buyer in accordance with their terms.

4.3 Powers; Consents; Absence of Conflicts With Other Agreements. The execution, delivery, and performance of this Agreement by Buyer and the execution, delivery and performance by Buyer of all other agreements referenced herein, or ancillary hereto, to which Buyer is a party, and the consummation of the transactions contemplated herein by Buyer: are within Buyer's corporate powers, are not in contravention of law or of the terms of Buyer's organizational or governing documents and have been duly authorized by all appropriate action; except as set forth on Schedule 4.3, do not require any approval or consent of, or filing with, any Governmental Entity bearing on the validity of this Agreement which is required by law or the regulations of any such Governmental Entity; will not conflict with, require consent under or result in any breach or contravention of, or the creation of any Lien under, any indenture, agreement, lease, instrument or understanding to which Buyer or its Affiliates is a party or by which any of them is bound or any of their assets is subject; will not violate any statute, law, ordinance, rule or regulation of any Governmental Entity to which Buyer or its Affiliates may be subject; and will not violate any judgment, decree, order, writ or injunction of any court or Governmental Entity to which Buyer or its Affiliates may be subject.

4.4 Continuation of Sellers' business. It is the present intention of Buyer to continue the historic business lines and services of Sellers.

4.5 Wherewithal to Perform Obligations. Buyer has sufficient funds, personnel, property, assets and other resources to undertake and perform its obligations under this Agreement.

4.6 HSR Act. The Board of Directors of the "ultimate parent entity" of the "acquiring person" of which Buyer is a part for purposes of the HSR Act has determined that the fair market value of the Assets and the assets to be sold pursuant to the JEC Transaction is less than \$75,900,000.

5. COVENANTS PRIOR TO CLOSING.

5.1 Operations. Between the Petition Date and the earlier of the Effective Time or the termination of this Agreement, with respect to the ownership and operation of the Assets and Facilities and subject to the terms of the Affiliation Agreements, each Seller will:

(a) carry on the Business in substantially the same manner as it has been heretofore conducted, and not make any material change in personnel or operations and not make any change in its finance or accounting policies or practices;

(b) maintain the Assets in substantially as good working order and condition as at present, ordinary wear and tear excepted;

(c) perform in all respects their obligations under agreements relating to or affecting the Assets, including, without limitation, stay current on all executory contracts to which it is a party;

(d) keep in full force and effect present insurance policies or other comparable insurance coverage;

(e) keep current in payment of its wages and maintenance of its benefits to its employees;

(f) continue to timely dispose of any expired drugs and pharmaceuticals in the ordinary course of business and as required by applicable law; and

(g) use commercially reasonable efforts to maintain and preserve its business organization intact, to retain its present employees, to maintain its relationships with suppliers, physicians, patients and others having business relations with any Facility and to maintain all Permits and Licenses in full force and effect.

5.2 Performance Under Affiliation Agreements. Until the earlier of the Closing Date and the date that is fifteen (15) days following the date of termination of this Agreement, Saint Francis will continue to be a party to and perform its obligations under the Affiliation Agreements, subject to the terms of those agreements.

5.3 Efforts to Close. Each party hereto shall use commercially reasonable efforts to proceed toward the Closing and to cause the other parties' conditions to Closing to be met as soon as practicable and consistent with the other terms contained herein. Each party hereto shall notify the other parties as soon as practicable of any event or matter which comes to such party's attention which may reasonably be expected to prevent the conditions to such party's obligations being met.

5.4 Consents. Each party hereto will use its respective commercially reasonable efforts to obtain all permits, approvals, authorizations and consents of all third parties necessary or desirable for the purpose of (i) consummating the transactions contemplated hereby or (ii) enabling Buyer to operate the Business in the ordinary course after the Closing. Each Seller agrees to cooperate reasonably with Buyer in Buyer's efforts (A) to make any required filings and to obtain any third party consents or governmental approvals necessary in order to consummate the transactions contemplated hereby, (B) to respond to any governmental investigation of such transactions, and (C) to defend any legal or administrative proceedings challenging such transactions. Each Seller will, upon reasonable request, cooperate with Buyer and its representatives and counsel, in the preparation of any document or other material which may be required by any Governmental Entity as a predicate to or result of the transactions herein contemplated. Buyer's and Sellers' obligations pursuant to filings with Governmental Entities shall be controlled by Section 5.9.

5.5 Notice; Efforts to Remedy. Prior to the Closing, each party shall promptly give written notice to the other parties hereto upon becoming aware of the impending occurrence of any event which would cause or constitute a breach of any such party's representations, warranties or covenants in this Agreement or cause a Material Adverse Effect. Prior to the Closing, each party shall use its commercially reasonable efforts to prevent or promptly remedy any breach of its representations, warranties or covenants contained in this Agreement.

5.6 Termination of Employees. Effective as of the Closing Date, Sellers shall take appropriate action to terminate the employment of all Employees and to remove such Employees from their payrolls, with Buyer responsible for all Accrued Employee Liabilities as an Assumed Liability.

5.7 Tail Insurance. Sellers shall obtain “tail” or other insurance, in form and substance (including cost and amount) acceptable to Buyer, in its commercially reasonable discretion, to insure against Liabilities of the Facilities, Employees (including without limitation professional employees) and the Business relating to all periods prior to the Effective Time.

5.8 Evergreen Ground Lease. Buyer agrees to consent to the assignment by JEC and assumption by the purchaser of the assets in the JEC Transaction of the Evergreen Ground Lease, pursuant to an assignment and assumption agreement, in form and substance acceptable to Buyer.

5.9 CON and Other Regulatory Filings.

(a) Buyer and Sellers shall collaborate on the development and prosecution of a joint certificate of need application to be filed with OHCA for approval of the transactions contemplated by this Agreement. The parties agree that Buyer will prepare the first draft of the CON application, including all documents and exhibits related thereto, which shall be subject to review by the parties and shall be approved by Buyer and Sellers before the final CON application is filed with OHCA. Buyer shall pay for the costs relating to the CON application, including the cost of its financial advisors for the CON, except that each party shall be responsible for its own attorney’s fees.

(b) Each Party hereto shall, as promptly as possible, use its reasonable best efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Entities in addition to the CON Filing and OHCA approval under Section 5.9(a), that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement. Each party shall cooperate fully with the other party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. The parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals.

(c) Buyer and Sellers will coordinate all communications with Governmental Entities. Buyer and Sellers will inform one another of any communication from any Governmental Entity concerning this Agreement and the transactions contemplated herein promptly after receiving such communication.

6. BANKRUPTCY COURT APPROVALS.

6.1 Bankruptcy Court Approvals, Generally. This Agreement is subject to approval by the Bankruptcy Court.

6.2 Sale Procedures Order and Sale Order. Promptly following the Execution Date (and in no event later than two business days following the Execution Date), Sellers shall make a

motion (the “Sale Motion”) seeking entry of the Sale Order, in the form attached hereto as Exhibit 6.2, or in such other form that is satisfactory to Buyer, in its sole discretion.

Sellers shall use reasonable good faith efforts to obtain entry of the Sale Order by the Bankruptcy Court as soon as practicable, and in no event later than May 15, 2015, unless Buyer in its sole discretion agrees to a later date. The Sale Order shall (i) approve the sale of the Assets to Buyer on the terms and conditions set forth in this Agreement and authorize Sellers to proceed with the transactions contemplated herein, (ii) include a specific finding that Buyer or its designee is a good faith buyer of the Assets, and (iii) state that the sale of the Assets to Buyer or its designee shall be free and clear of all Liabilities and Liens whatsoever (other than Assumed Liabilities and Permitted Liens).

7. CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER.

The obligations of Buyer to purchase the Assets in accordance with the terms of this Agreement are subject to the satisfaction, on or prior to the Closing Date, of the following conditions unless waived in writing by Buyer:

7.1 Representations/Warranties. The representations and warranties of each Seller made in this Agreement qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects when made as of the Closing Date as though such representations and warranties had been made on and as of such Closing Date. Each Seller shall have duly performed, complied with and satisfied all covenants, agreements and conditions required by this Agreement to be performed, complied with or satisfied in all material respects by it prior to the time of the Closing.

7.2 Pre-Closing Confirmations. Buyer shall have obtained documentation or other evidence confirming the following:

- (a) The Sale Order shall have been issued and have become a Final Order;
- (b) confirmation and effective transfer or reissuance (upon Closing) of the appropriate registration and/or licensure of the Facilities to the extent required by the State of Connecticut for continued operation of the Facilities by Buyer after the Closing;
- (c) if an assignment of the Medicare and Medicaid provider numbers is elected by Buyer pursuant to Section 1.2(n) hereof, confirmation of Medicare and Medicaid certification of the Facilities or if such assignments are not so elected by Buyer, Buyer and Sellers shall have taken all steps necessary and appropriate, including filing of CMS Form 855 and sending notification and any applicable application to the Connecticut Department of Social Services, to apply for and obtain Medicare and Medicaid certification of the Facilities as soon as practicable after the Closing;
- (d) confirmation from the Department of Health as to any necessary registration and licensure matters with respect to the operation by Buyer of the Facilities and all presently authorized services on and after the Closing;

(e) issuance by OHCA of a CON approving this Agreement and the transactions contemplated herein without the imposition of any condition deemed by Buyer to be materially burdensome, as determined in Buyer's reasonable discretion;

(f) confirmation of receipt of all other required approvals, licenses, consents, authorizations, and permits from all Governmental Entities required to consummate the transactions herein contemplated and to permit Buyer to operate the Facilities and all presently authorized services on and after the Closing; and

(g) confirmation of receipt of all required approvals and consents of the Roman Catholic Church approving the transactions contemplated herein.

7.3 Action/Proceeding. No action, proceeding, investigation or administrative hearing before a court or any other Governmental Entity shall have been instituted or threatened against any Seller or Buyer which seeks injunctive relief in anticipation of the sale of the Assets and may reasonably be expected to prohibit the sale of the Assets to Buyer or seeks damages in a material amount by reason of the consummation of the transactions contemplated hereby.

7.4 Adverse Changes. A Material Adverse Effect on the Business, the Hospital, the Assets or a Facility shall not have occurred after the date hereof and be continuing as of the Closing Date, a Material Adverse Effect shall not be in existence, or there shall not have occurred any event that with reasonable certainty would constitute or cause a Material Adverse Effect.

7.5 Proceedings and Documents Satisfactory. Buyer shall have received such certificates, opinions and other documents, including without limitation, those identified in Section 2.2 hereof in order to consummate the transactions contemplated hereby on the terms set forth herein, all of which shall be in form and substance reasonably satisfactory to it and its counsel. All proceedings in connection with the purchase and sale of the Assets and all certificates and documents delivered to Buyer pursuant to this Agreement shall be reasonably satisfactory in form and substance to Buyer and its counsel acting reasonably and in good faith.

7.6 No Investigation; Satisfactory Resolution of CMS Investigation. Except as previously disclosed in writing by Sellers to Buyer prior to the Petition Date, no regulatory investigation or proceeding involving CMS, the Justice Department or any other federal or state agency and involving or related to Seller that had or reasonably would have a Material Adverse Effect on Seller shall have been commenced. Buyer shall be satisfied, in its reasonable discretion, of the resolution of all matters related to the CMS Investigation.

7.7 Sale Order. The Sale Order shall provide that the Assets shall be conveyed free and clear of all Liens (other than Permitted Liens) and Liabilities (other than Assumed Liabilities) and on the Closing Date shall, in fact, be delivered free and clear of all Liens (other than Permitted Liens) and Liabilities (other than Assumed Liabilities).

7.8 HSR Act. If a filing is required under the HSR Act on account of the transactions contemplated by this Agreement, the waiting period under the HSR Act shall have expired or been terminated.

7.9 Assumed Liabilities. Each category of Assumed Liabilities set forth in Section 1.4(a)(i) – (iv), (vii) and (viii) shall not exceed the amounts set forth in such subsections relative to each such Assumed Liability.

7.10 Tail or Other Insurance. Sellers shall have obtained “tail” or other insurance, in form and substance (including cost and amount) acceptable to Buyer, in its commercially reasonable discretion as set forth in Section 5.7 hereof.

7.11 HFG Debt. The aggregate outstanding amount of the HFG Debt shall not exceed Seven Million Dollars (\$7,000,000).

7.12 Net Working Capital. Sellers’ Net Working Capital shall be no less than One Million Dollars (\$1,000,000) as of the Closing Date. Not more than five (5) days before the Closing Date, Sellers shall provide the Buyer with their computation of estimated Net Working Capital as of the Closing Date. Such computation shall be subject to Buyer’s review and approval.

7.13 Restructured Legacy Creditor Debt. Buyer shall have reached an agreement with the Legacy Creditors regarding the assumption and satisfaction of the Restructured Legacy Creditor Debt that is satisfactory to Buyer in its sole discretion.

8. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS.

The obligations of Sellers to sell the Assets in accordance with the terms of this Agreement are subject to the satisfaction, on or prior to the Closing Date, of the following conditions unless waived in writing by Sellers:

8.1 Representations/Warranties. The representations and warranties of Buyer made in this Agreement qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, when made, as of the Closing Date as though such representations and warranties had been made on and as of such Closing Date. Each and all of the terms, covenants, and conditions of this Agreement to be complied with or performed by Buyer on or before the Closing Date pursuant to the terms hereof shall have been duly complied with and performed in all material respects.

8.2 Action/Proceeding. No action, proceeding, investigation or administrative hearing before a court or any other Governmental Entity shall have been instituted or threatened against any Seller or Buyer which seeks injunctive relief in anticipation of the sale of the Assets and may reasonably be expected to prohibit the sale of the Assets to Buyer or seeks damages in a material amount by reason of the consummation of the transactions contemplated hereby.

8.3 Proceedings and Documents Satisfactory. Sellers shall have received such certificates, opinions and other documents, including without limitation, those identified in Section 2.3 hereof in order to consummate the transactions contemplated hereby, all of which shall be in form and substance reasonably satisfactory to them and their counsel. All proceedings in connection with the purchase and sale of the Assets and all certificates and documents delivered to Sellers pursuant to this Agreement shall be reasonably satisfactory in form and substance to Sellers and their counsel acting reasonably and in good faith.

8.4 Pre-Closing Confirmations. Sellers shall have obtained documentation or other evidence confirming the following:

- (a) The Sale Order shall have been issued and have become a Final Order;
- (b) confirmation and effective transfer or reissuance (upon Closing) of the appropriate registration and/or licensure of the Facilities to the extent required by the State of Connecticut for continued operation of the Facilities by Buyer after the Closing;
- (c) if an assignment of the Medicare and Medicaid provider numbers is elected by Buyer pursuant to Section 1.2(n) hereof confirmation of Medicare and Medicaid certification of the Facilities or if such assignments are not so elected by Buyer, Buyer and Sellers shall have taken all steps necessary and appropriate, including filing of CMS Form 855 and sending notification and any applicable application to the Connecticut Department of Social Services, to apply for and obtain Medicare and Medicaid certification of the Facilities as soon as practicable after the Closing;
- (d) confirmation from the Department of Health as to any necessary registration and licensure matters with respect to the operation by Buyer of the Facilities and all presently authorized services on and after the Closing; and
- (e) issuance by OHCA of a CON approving this Agreement and the transactions contemplated herein; and
- (f) confirmation of receipt of all other required approvals, licenses, consents, authorizations, and permits from all Governmental Entities required to consummate the transactions herein contemplated and to permit Buyer to operate the Facilities and all presently authorized services on and after the Closing.

8.5 HSR Act. If a filing is required under the HSR Act on account of the transactions contemplated by this Agreement, the waiting period under the HSR Act shall have expired or been terminated.

9. EMPLOYEE MATTERS.

9.1 Transfer of Employment.

(a) Effective as of the Closing Date, Buyer shall offer at will employment to substantially all employees who are employed by Sellers immediately prior to the Effective Time, who satisfy Buyer's standard policies and conditions for employment, and as otherwise provided herein below (the employees who accept such an offer and commence employment with Buyer are collectively referred to herein as the "Transferred Employees"). Each offer of employment shall provide for base salary or hourly wage rates at least equal to such employee's base salary or hourly wage rate in effect immediately prior to the Closing Date. Buyer shall provide employee benefits that are in the aggregate substantially similar, as reasonably determined by Buyer, to the benefits provided to Sellers' employees immediately prior to the Closing Date. Nothing herein shall be deemed to affect or limit in any way management prerogatives of Buyer with respect to employees, including the right to amend or terminate any

employee benefit plans and programs or limit the obligations of Buyer to amend its plans as needed to comply with applicable law.

(b) As of the Effective Time, Buyer shall take the following actions: (i) waive any eligibility waiting periods under any health and welfare plans maintained for the benefit of the Transferred Employees and, to the extent possible, waive any limitations regarding pre-existing conditions under any welfare plans maintained for the benefit of the Transferred Employees, (ii) provide each Transferred Employee with credit for any co-payments and deductibles paid prior to the Effective Time in satisfying any applicable deductible or out-of-pocket requirements under such health plans, and (iii) for purposes of eligibility, vesting and the allocation of employer contributions under a defined contribution plan (but not for purposes of benefit accrual under a defined benefit plan) under the plans and policies of Buyer, treat all service by the Transferred Employees with Sellers and their Affiliates immediately prior to the Effective Time as service with Buyer. The Buyer shall also recognize accrued but unused paid time off as part of assuming the Accrued Employee Liabilities with respect to the employment period of the Transferred Employees including the Effective Time, and shall credit each Transferred Employee all service by such Transferred Employee with Sellers and their Affiliates immediately prior to the Effective Time as service with Buyer for purposes of determining subsequent entitlement to paid time off.

(c) In respect of notices and payments relating to events occurring prior to the Effective Time, Sellers shall be responsible for all Liability for any and all notices, payments, fines or assessments due to any Governmental Entity, pursuant to any applicable laws, with respect to the employment, discharge or layoff of employees by Sellers prior to the Effective Time, including but not limited to the Worker Adjustment and Retraining Notification Act and any rules or regulations as have been issued in connection with the foregoing (jointly, referred to throughout this Agreement as the “WARN Act”). Likewise, in respect of notices and payments relating to events occurring at or prior to the Effective Time, Buyer shall be responsible and assume (and shall indemnify and hold each Seller harmless from and against) all Liability for any and all notices, payments, fines or assessments due to any Governmental Entity, pursuant to the WARN Act, with respect to the employment, discharge, layoff of employees employed by Buyer at or after the Effective Time.

9.2 Assumption of Collective Bargaining Agreement. Buyer agrees to assume all rights, liabilities and obligations of the Sellers under the Collective Bargaining Agreement.

9.3 No Third Party Beneficiaries. Nothing herein shall be deemed to create or grant to any such employee or Transferred Employee third-party beneficiary rights or claims or causes of action of any kind or nature.

10. PARTICULAR COVENANTS.

10.1 COBRA Responsibilities. With respect to any current or former employee of Sellers who (including any eligible spouse and dependent thereof) incurs a qualifying event, as defined by Code Section 4980B or Part 6 of Subtitle B of Title I of ERISA, as a result of the transaction contemplated by this Agreement, whether or not hired by Buyer, or who incurred a qualifying event prior to the Effective Time (all such employees together with their spouses and

eligible dependents are referred to herein as “Qualified Beneficiaries”), Sellers shall retain the obligation, if any, for providing notices and continuation coverage under COBRA or other similar continuation coverage obligation and shall offer, if required, such Qualified Beneficiaries continuation coverage under the group health, dental or other medical plans of Sellers to the fullest extent required by COBRA. In the event that Sellers and its Affiliates do not maintain a group health plan after the Closing, the Qualified Beneficiaries shall become eligible for COBRA continuation coverage under a group health, dental or other medical plan of Buyer.

10.2 Name Change; Change in Case Caption. Each Seller acknowledges and agrees that Buyer will acquire as part of the Assets the exclusive right to use the names Johnson Memorial Hospital, Johnson Surgery Center, Advanced Wound Center, Community Cancer Center, Home & Community Health Services, Johnson Memorial Cancer Center and Karen Davis Krzynowek Infusion Center and all variations thereof and the goodwill associated therewith and that no Seller will use such name(s) or any derivative thereof subsequent to the Closing, except that Sellers’ entity names may include such names on a transitional basis until such time as the Name Amendments described below have been effectuated. Sellers further covenant and agree that, on or before the Closing Date, Sellers will have adopted a resolution changing the names of Sellers to such names as mutually agreed to by the parties (the “Name Amendments”). The resolutions and the amendments shall have an effective date that is not more than thirty (30) days following the Closing Date. As contemplated by Section 2.2, Sellers shall deliver the Name Amendments to Buyer at the Closing, and Buyer is hereby authorized to file the Name Amendments with the office of the Connecticut Secretary of the State at any time following the Closing. Within the later of five (5) days of the entry of the Sale Order or two (2) days following Buyer’s notice to Sellers that the Name Amendments have been filed with the office of the Connecticut Secretary of the State, Sellers shall file a motion with the Bankruptcy Court to change the case caption of the Bankruptcy Case and the name of each Seller consistent with the provisions of this Section 10.2.

10.3 Terminating Cost Report. Sellers shall prepare and timely file (and provide Buyer a copy) of all terminating cost reports for the Facilities in respect of the Medicare and Medicaid programs, or any successor governmental program, reflecting consummation of the transactions contemplated hereby no later than one hundred fifty (150) days after the Closing. Buyer, upon reasonable notice from Sellers, during normal business hours, will cooperate with Sellers in regard to the preparation, filing, handling and appeals of Sellers’ cost reports related to the Business for periods prior to the Effective Time. After the Effective Time, Buyer agrees to provide Sellers with reasonable access to records of the Business necessary and appropriate for the preparation or appeal of Sellers’ cost reports and to provide services of Buyer’s employees to Sellers as reasonably necessary and appropriate, subject to Buyer’s discretion, in connection with the preparation and/or appeal of such cost reports.

10.4 Required Creditor Notices. Sellers shall provide prompt and timely notice of the proposed sale of the Assets, in form and substance reasonably acceptable to Buyer and in such manner as may be required by applicable law, to each Seller’s creditors and all parties entitled to notice of the Sale Motion.

10.5 Transferred Contracts. Not less than thirty (30) days prior to the Closing, Buyer shall provide (a) documentation identifying all Contracts Buyer wishes to be assumed by Sellers

and assigned by the Sellers to Buyer at Closing (the "Transferred Contracts"); (b) documentation identifying all Contracts that Buyer may, at a later date, wish to be assigned by the Sellers (the "Designated Contracts"); and (c) all Contracts that Buyer will not be seeking to be assigned by the Sellers (the "Excluded Contracts"). At any time between the Closing and the 10th day following the Closing, Buyer may re-designate any Designated Contract as either a Transferred Contract or an Excluded Contract. If Buyer does not re-designate any Designated Contract by the 10th day following the Closing, such Designated Contract shall be deemed an Excluded Contract as of such date. Sellers agree not to reject any Contract on or before the 10th day following the Closing except for Excluded Contracts. Sellers shall (x) assume in the Bankruptcy Case, any Transferred Contract that is designated by Buyer to Sellers on or before the 10th day following the Closing, provided that Buyer shall pay all cure amounts in connection with such assumption, and (y) assign said Transferred Contracts to Buyer.

10.6 Buyer's Right to Supplement Schedules. Not less than seven (7) days prior to Closing, Buyer shall have the right to supplement the schedules to this Agreement to include any asset acquired by or leased by any Seller after the Petition Date.

10.7 Administrative Expense Escrow. Not more than seven (7) days following full and final satisfaction of all Administrative Expenses, Sellers or their counsel shall remit to Buyer any funds remaining in any Administrative Expense Escrow.

11. TERMINATION.

11.1 Optional Termination. This Agreement may be terminated at any time prior to the Closing as follows:

- (a) by the mutual written consent of Buyer and Sellers;
- (b) by Buyer, in accordance with the provisions of Section 1.13;
- (c) by Sellers or Buyer, if any court of competent jurisdiction in the United States or other Governmental Entity shall have issued an order, decree or ruling or taken any other action restraining, enjoining or otherwise prohibiting the transactions contemplated hereby and such order, decree, ruling or other action shall have become final and non-appealable;
- (d) by Sellers, if Buyer commits a material breach of any of the terms hereof, which cannot be or has not been cured within twenty (20) days after the giving of written notice to Buyer of such breach;
- (e) by Buyer, if any Seller commits a material breach of any of the terms hereof, which cannot be or has not been cured within twenty (20) days after the giving of written notice to Sellers of such breach;
- (f) by Buyer, if Buyer reasonably determines, at any time, that any of the conditions set forth in Article 7 shall not be satisfied on or before the Closing Date; provided, however, that the right to terminate this Agreement under this subsection shall not be available to Buyer if Buyer's failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the condition;

(g) by Sellers or Buyer, if the Closing has not occurred on or prior to January 14, 2016; provided, however, that the right to terminate this Agreement under this subsection shall not be available to a party if such party's failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing; or

(h) by Buyer, in the event (i) that the Bankruptcy Court does not approve the transactions contemplated by this Agreement; (ii) an appeal of the Sale Order is filed and not resolved to Buyer's satisfaction, in its sole and absolute discretion, by January 14, 2016; (iii) the Bankruptcy Court orders that an amendment be made to this Agreement or to the schedules or exhibits to this Agreement and such amendment is not acceptable to Buyer, in its sole and absolute discretion; or (iv) a proposed Reorganization Plan is filed by Sellers that is materially inconsistent with the terms of this Agreement.

11.2 Notice of Termination. In the event of any termination pursuant to Section 11.1, written notice shall forthwith be given to the other parties hereto except with respect to a termination pursuant to Section 11.1(a).

11.3 Effect of Termination. Upon termination of this Agreement, no party hereto shall have liability hereunder to any other party, all of which is hereby waived and released; provided, however, (a) if this Agreement is terminated by Sellers pursuant to Section 11.1(d), the Deposit, including all interest accrued thereon, if any, shall be paid over to Sellers in accordance with the Escrow Agreement as liquidated damages and shall be the exclusive remedy of Sellers for any termination or breach of this Agreement by Buyer; (b) if this Agreement is terminated, for any reason other than pursuant to Section 11.1(d), the Deposit, including all interest accrued thereon, if any, shall be paid over to Buyer in accordance with the Escrow Agreement; and (c) if this Agreement is terminated by Buyer pursuant to Section 11.1(e), Buyer shall be entitled to exercise any and all rights and remedies available to Buyer at law or in equity or as set forth in Section 11.4. Notwithstanding any provision herein to the contrary, in the event that Buyer is entitled to terminate this Agreement pursuant to Section 11.1(e), Buyer may elect to seek specific performance of Sellers' obligations hereunder in accordance with the terms of this Agreement.

11.4 Break-Up Fee and Expense Reimbursement.

- (a) If this Agreement is terminated pursuant to Section 11.1(h)(i) and the Bankruptcy Court approves an Alternative Transaction within one year after the termination:
- (i) Sellers shall pay to Buyer the Break-Up Fee and Sellers shall reimburse Buyer for all of Buyer's out of pocket costs and expenses in connection with this Agreement and the transactions contemplated herein, not to exceed Two Hundred Thousand Dollars (\$200,000) (the "Expense Reimbursement"); provided, however, if the consideration in the Alternative Transaction is less than the consideration contemplated by this Agreement, the amount of the Break-Up Fee and Expense Reimbursement to which Buyer is entitled shall be reduced proportionately (for example, if the consideration in the Alternative Transaction is 80% of the consideration contemplated by this Agreement, Buyer will be entitled to a Break-Up Fee and Expense Reimbursement of \$760,000 (80% of \$950,000));

- (ii) Seller's obligation to pay the Break-Up Fee and the Expense Reimbursement pursuant to this Section 11.4(a) shall survive the termination of this Agreement and shall constitute a super-priority administrative expense of Seller under Section 503(b) and 507(b) of the Bankruptcy Code, junior to HFG's super-priority claim; and
 - (iii) the Break-Up Fee and Expense Reimbursement shall be paid to Buyer out of the cash proceeds from the Alternative Transaction.
- (b) If this Agreement is terminated pursuant to Section 11.1(e) or Section 11.1(h)(iv):
- (i) Sellers shall pay to Buyer the Break-Up Fee and Expense Reimbursement; and
 - (ii) Seller's obligation to pay the Break-Up Fee and Expense Reimbursement pursuant to this Section 11.4(b) shall survive termination of this Agreement and shall constitute an unsecured claim of the Buyer not entitled to super-priority administrative expense status.

12. GENERAL.

12.1 Additional Assurances. The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties except as may be herein specifically provided to the contrary; provided, however, at the request of either party, the other parties shall execute such additional instruments and take such additional acts as are reasonably necessary to effectuate this Agreement.

12.2 Consents, Approvals and Discretion. Whenever this Agreement requires any consent or approval to be given by a party or a party must or may exercise discretion, the parties agree that such consent or approval shall not be unreasonably withheld or delayed and such discretion shall be reasonably exercised, except as otherwise expressly set forth in any particular provision of this Agreement.

12.3 Choice of Law. THE PARTIES AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CONNECTICUT WITHOUT REFERENCE TO ANY PRINCIPLES OF CONFLICTS OF LAWS. FURTHER, THE PARTIES AGREE THAT THE FEDERAL AND STATE COURTS LOCATED IN THE STATE OF CONNECTICUT SHALL RETAIN EXCLUSIVE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

12.4 Benefit/Assignment. Subject to the provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns; provided, however, that no party may assign this Agreement without the prior written consent of the other parties. Notwithstanding the foregoing, pursuant to Section 1.2 hereof, Buyer may make any such assignment to any Permitted Designee, without obtaining the written consent of Sellers.

12.5 Finders, Brokerage. Sellers agree to indemnify Buyer from and against all loss, cost, damage or expense arising out of claims for fees or commissions of any advisor, agent or

broker employed or alleged to have been employed by Sellers. Buyer agrees to indemnify Sellers from and against all loss, cost, damage or expense arising out of claims for fees or commissions of any advisor, agent or broker employed or alleged to have been employed by Buyer.

12.6 Cost of Transaction. Whether or not the transactions contemplated hereby shall be consummated, the parties agree as follows: (a) Sellers will pay the fees, expenses and disbursements of Sellers and their respective agents, advisers, attorneys and accountants incurred in connection with the subject matter hereof and any amendments hereto; and (b) Buyer shall pay the fees, expenses and disbursements of Buyer and its agents, advisers, attorneys and accountants incurred in connection with the subject matter hereof and any amendments hereto; Buyer shall pay the costs associated with the filing to be made with the Department of Health, if any, and any requisite filing under the HSR Act; and Buyer shall pay all expenses of inspecting the Facilities and Assets, including the cost of any environmental surveys and the cost of establishing the lock box contemplated by Section 1.12.

12.7 Reserved.

12.8 Preservation and Access to Records After the Closing.

(a) With regard to patient records, from and after the Effective Time, Buyer shall use its commercially reasonable efforts to maintain the patient records held at any Facility relating to periods prior to the Effective Time in accordance with applicable state and federal and state law, statutes, regulations and rules, including without limitation HIPAA. Buyer and Sellers shall enter into a Medical Records Custody Agreement in the form attached as Exhibit 12.8 (the “Medical Records Custody Agreement”).

(b) Each party hereto acknowledges that, subsequent to the Closing, the other parties may need access to information or documents in the control or possession of such party for the purposes of concluding the transactions contemplated hereby, audits, compliance with governmental requirements and regulations, confirming compliance herewith and the prosecution or defense of third party claims. Accordingly, Sellers and Buyer agree that after the Effective Time, each shall make reasonably available to the other’s representatives or agents, independent auditors and/or Governmental Entities, upon written request and at the expense of the requesting party, and subject to applicable law, such documents and information as may be available relating to the Business for periods prior and subsequent to the Closing to the extent necessary to facilitate concluding the transactions herein contemplated, audits, compliance with governmental requirements and regulations, confirming compliance herewith and the prosecution or defense of claims.

12.9 Waiver. The waiver by any party of a breach or violation of any term or provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same provision by any party or of the breach of any other term or provision of this Agreement. The delay of a party to transmit any written notice hereunder shall not constitute a waiver by such party of any default hereunder or of any other or further default under this Agreement except as may expressly be provided for by the terms of this Agreement.

12.10 Tax Allocation. Buyer shall make an allocation of the Purchase Price (the “Purchase Price Allocation”) within 150 days of the Closing Date and shall notify Sellers in writing as to such allocation. Each Seller and Buyer hereby agree that the Purchase Price Allocation shall be used by each of them for all federal and state income tax purposes, and shall be set forth in a statement prepared in accordance with Section 1060 of the Code, which statement shall be prepared in a manner generally consistent with the form of Internal Revenue Service Form 8594. Each party hereto shall file a copy of such statement as required by applicable law.

12.11 Interpretation. Each of the parties has agreed to the use of the particular language of the provisions of this Agreement including all attached Exhibits and Schedules and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the draftsman but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

12.12 Notice. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

Sellers:	Johnson Memorial Medical Center, Inc. 201 Chestnut Hill Road Stafford Springs, CT 06076 Attn: CEO
With a copy to:	Eric Henzy and Jon Newton Reid and Riege, P.C. One Financial Plaza Hartford, CT 06103
Buyer:	Saint Francis Care, Inc. 114 Woodland Street Hartford, CT 06105 Attn.: CEO
With copies to:	Thomas S. Marrion and Sarah M. Lombard Hinckley, Allen & Snyder LLP 20 Church Street, 18 th Floor Hartford, CT 06103

or to such other address, and to the attention of such other person or officer as any party may designate, with copies thereof to the respective counsel thereof as notified by such party.

12.13 Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms, including, without limitation, those terms which contemplate or require the further agreements of the parties. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid or enforceable.

12.14 Gender and Number. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words herein shall include the singular and plural.

12.15 Divisions and Headings. The divisions of this Agreement into Sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

12.16 Survival. All statements made by the parties hereto herein or in the Schedules or in any certificate delivered pursuant hereto shall be deemed representations and warranties of the parties making or delivering the same regardless of any investigation made by or on behalf of the other parties hereto. Furthermore, the representations, warranties, covenants and agreements made by the parties herein shall survive until the Closing Date and then expire, excepting however covenants and agreements which by their terms are to be performed following the Closing.

12.17 Reserved.

12.18 No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of Buyer and Sellers and their respective permitted successors or assigns, and it is not the intention of the parties to confer, and this Agreement shall not confer, third party beneficiary rights upon any other person.

12.19 Entire Agreement/Amendment. This Agreement supersedes all prior contracts, understandings and agreements, whether written or oral, and constitutes the entire agreement of the parties respecting the within subject matter and no party shall be entitled to benefits other than those specified herein. As between or among the parties, no oral statements or prior written material not specifically included herein shall be of any force and effect; the parties specifically acknowledge that in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. No terms, conditions, warranties, or representations, other than those contained herein and no amendments or modifications hereto, shall be binding unless made in writing and signed by the party to be charged. The foregoing notwithstanding, this Agreement does not replace or modify that certain Confidentiality Agreement dated as of May 2, 2014 between JMMC and Buyer which remains in full force and effect, provided such Agreement shall terminate without need for further action of any Person upon completion of the Closing.

12.20 Counterparts. This Agreement may be executed in multiple originals or counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

12.21 Risk of Loss. Notwithstanding any other provision hereof to the contrary, the risk of loss in respect of casualty to the Assets shall be borne by Sellers through the Effective Time and by Buyer thereafter.

12.22 Press Releases. Except as otherwise required by law, any release to the public of information concerning this Agreement or the transactions contemplated hereby will be made only in the form and manner approved by the parties hereto. Each party shall furnish the others with drafts of all such releases prior to their publication or dissemination.

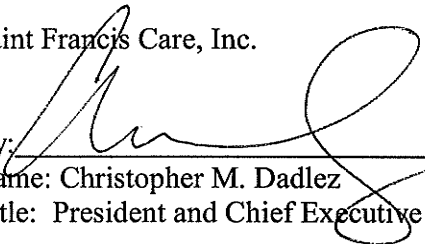
12.23 Bankruptcy Court Approval. As stated herein, this Agreement is expressly subject to the approval of the Bankruptcy Court.

{signature page follows}

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple originals by their duly authorized officers as of the day and year first above written.

BUYER:

Saint Francis Care, Inc.

By: 
Name: Christopher M. Dadlez
Title: President and Chief Executive Officer

SELLERS:

Johnson Memorial Medical Center, Inc.

By: _____
Name: Patrick Mahon
Title: Chairperson of the Board

Johnson Memorial Hospital, Inc.

By: _____
Name: Patrick Mahon
Title: Chairperson of the Board

Home & Community Health Services, Inc.

By: _____
Name: Patrick Mahon
Title: Chairperson of the Board

Johnson Health Care, Inc.

By: _____
Name: Patrick Mahon
Title: Chairperson of the Board

**SAINT FRANCIS HOSPITAL
AND MEDICAL CENTER
LEGAL REVIEW**

CONTRACT NO. BAF0101 DATE: 3/27/15

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple originals by their duly authorized officers as of the day and year first above written.


BUYER:

Saint Francis Care, Inc.


By: _____
Name: Christopher M. Dadlez
Title: President and Chief Executive Officer

SELLERS:


Johnson Memorial Medical Center, Inc.

By:  _____
Name: Patrick Mahon
Title: Chairperson of the Board


Johnson Memorial Hospital, Inc.

By:  _____
Name: Patrick Mahon
Title: Chairperson of the Board

Home & Community Health Services, Inc.

By:  _____
Name: Patrick Mahon
Title: Chairperson of the Board

Johnson Health Care, Inc.

By:  _____
Name: Patrick Mahon
Title: Chairperson of the Board

SECRETARY OF THE STATE OF
CONNECTICUT
30 TRINITY STREET
P.O. BOX 150470
HARTFORD, CT 06115-0470

11/17/2015

Attn: LINDA T. LUTZ, PARALEGAL
SAINT FRANCIS HOSPITAL AND MEDICAL CENTER
114 WOODLAND STREET, LEGAL/2-6
HARTFORD, CT 06106

RE: Acceptance of Business Filing THIS IS NOT A BILL

This letter is to confirm the acceptance of the following business filing:

Business Name: TRINITY HEALTH - NEW ENGLAND, INC. Type of Request: AMEND NAME

Work Order Number	: 2015343522-001	Business Filing Number	: 0005431396
Filing Date/Time	: 11/17/2015 12:53 PM	Effective Date/Time	: 11/17/2015 12:53 PM
Work Order Payment Total	: \$70.00	Payment Received	: \$70.00
Credit on Account	: \$0.00	Customer ID	: 002689776
Business ID	: 0568101		

If you would like copies of this filing you must complete a Request for Corporate Copies and submit it with the appropriate fee.

SHERRI LEMIRE
Commercial Recording Division
860-509-6003
www.concord-sots.ct.gov



SECRETARY OF THE STATE OF CONNECTICUT

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 150470, HARTFORD, CT 06115-0470

DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06106

PHONE: 860-509-6003

WEBSITE: www.concord-sols.ct.gov

CERTIFICATE OF AMENDMENT NONSTOCK CORPORATION

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

<p>FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS):</p> <p>NAME: Janeanne Lubin-Szafranski, JD ADDRESS: c/o Hinckley, Allen & Snyder LLP, 20 Church St. CITY: Hartford STATE: CT ZIP: 06103</p>	<p>FILING FEE: \$20</p> <p>MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"</p>
<p>1. NAME OF CORPORATION:</p> <p>SAINT FRANCIS CARE, INC.</p>	
<p>2. THE CERTIFICATE OF INCORPORATION IS (check A, B or C):</p> <p><input checked="" type="checkbox"/> A. AMENDED <input type="checkbox"/> B. RESTATED <input type="checkbox"/> C. AMENDED AND RESTATED</p> <p>THE RESTATED CERTIFICATE CONSOLIDATES ALL AMENDMENTS INTO A SINGLE DOCUMENT</p>	
<p>3. TEXT OF EACH AMENDMENT / RESTATEMENT:</p> <p>The first paragraph of Article I of the Amended and Restated Certificate of Incorporation is hereby deleted in its entirety and substituted as follows:</p> <p>"The name of the Corporation is Trinity Health - New England, Inc."</p>	

4. VOTE INFORMATION (CHECK A, B or C)

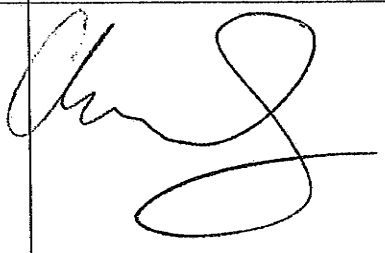
A. THE AMENDMENT WAS DULY APPROVED BY THE MEMBERS IN THE MANNER REQUIRED BY SECTIONS 33-1140 TO 33-1147 OF THE CONNECTICUT GENERAL STATUTES, AND BY THE CERTIFICATE OF INCORPORATION.

B. THE AMENDMENT WAS DULY APPROVED BY THE INCORPORATORS AND MEMBER APPROVAL WAS NOT REQUIRED.

C. THE AMENDMENT WAS DULY APPROVED BY THE BOARD OF DIRECTORS AND MEMBER APPROVAL WAS NOT REQUIRED.

5. EXECUTION:

DATED THIS 17th DAY OF November, 2015

NAME OF SIGNATORY	CAPACITY/TITLE OF SIGNATORY	SIGNATURE
Christopher M. Dadlez	President and CEO	

SECRETARY OF THE STATE OF
CONNECTICUT
30 TRINITY STREET
P.O. BOX 150470
HARTFORD, CT 06115-0470

01/04/2016

Attn: DANIELLE RYAN-PRAUS
HINCKLEY ALLEN & SNYDER, LLP
20 CHURCH STREET
HARTFORD, CT 06103

RE: Acceptance of Business Filing **THIS IS NOT A BILL**

This letter is to confirm the acceptance of the following business filing:

Business Name: HOME & COMMUNITY HEALTH SERVICES, INC.
Type of Request: AMEND NAME

Work Order Number	: 2016001221-008	Business Filing Number	: 0005457845
Filing Date/Time	: 01/04/2016 11:00 AM	Effective Date/Time	: 01/04/2016 11:00 AM
Work Order Payment Total	: \$560.00	Payment Received	: \$70.00
Credit on Account	: \$1,885.00	Customer ID	: 000308053
Business ID	: 1188472		

If you would like copies of this filing you must complete a Request for Corporate Copies and submit it with the appropriate fee.

RUBY VEAL
Commercial Recording Division
860-509-6003
www.concord-sots.ct.gov



SECRETARY OF THE STATE OF CONNECTICUT

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 150470, HARTFORD, CT 06115-0470

DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06106

PHONE: 860-509-6003

WEBSITE: www.concord-sofs.ct.gov

CERTIFICATE OF AMENDMENT NONSTOCK CORPORATION

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS): NAME: Danielle Ryan-Praus ADDRESS: Hinckley, Allen & Snyder LLP 20 Church Street CITY: Hartford STATE: CT ZIP: 06103	FILING FEE: \$20 MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"
1. NAME OF CORPORATION: HCBS Acquisition Corp.	
2. THE CERTIFICATE OF INCORPORATION IS (check A, B or C): <input checked="" type="checkbox"/> A. AMENDED <input type="checkbox"/> B. RESTATED <input type="checkbox"/> C. AMENDED AND RESTATED THE RESTATED CERTIFICATE CONSOLIDATES ALL AMENDMENTS INTO A SINGLE DOCUMENT	
3. TEXT OF EACH AMENDMENT / RESTATEMENT: Article I of the Certificate of Incorporation is hereby deleted in its entirety and substituted as follows: "The name of the Corporation is Home & Community Health Services, Inc." The definition of "Corporation" under Article II is hereby deleted in its entirety and substituted as follows: "Corporation" shall mean Home & Community Health Services, Inc., a Connecticut nonstock corporation."	

4. VOTE INFORMATION (CHECK A,B or C)


A. THE AMENDMENT WAS DULY APPROVED BY THE MEMBERS IN THE MANNER REQUIRED BY SECTIONS 33-1140 TO 33-1147 OF THE CONNECTICUT GENERAL STATUTES, AND BY THE CERTIFICATE OF INCORPORATION.

B. THE AMENDMENT WAS DULY APPROVED BY THE INCORPORATORS AND MEMBER APPROVAL WAS NOT REQUIRED.

C. THE AMENDMENT WAS DULY APPROVED BY THE BOARD OF DIRECTORS AND MEMBER APPROVAL WAS NOT REQUIRED.

5. EXECUTION:

DATED THIS 31st DAY OF December, 2015

NAME OF SIGNATORY	CAPACITY/TITLE OF SIGNATORY	SIGNATURE
Christopher Dadlez	President and Chief Executive Officer of Trinity Health – New England, Inc., sole member	

SECRETARY OF THE STATE OF
CONNECTICUT
30 TRINITY STREET
P.O. BOX 150470
HARTFORD, CT 06115-0470

11/24/2015

Attn: DANIELLE RYAN-PRAUS
HINCKLEY ALLEN & SNYDER, LLP
20 CHURCH STREET
HARTFORD, CT 06103

RE: Acceptance of Business Filing **THIS IS NOT A BILL**

This letter is to confirm the acceptance of the following business filing:


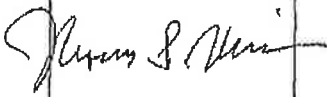
Business Name:
HCHS ACQUISITION CORP.

Type of Request:
CERTIFICATE OF INCORPORATION

Work Order Number	: 2015351374-001	Business Filing Number	: 0005436383
Filing Date/Time	: 11/24/2015 12:00 PM	Effective Date/Time	: 11/24/2015 12:00 PM
Work Order Payment Total	: \$100.00	Payment Received	: \$100.00
Credit on Account	: \$2,065.00	Customer ID	: 000308053
Business ID	: 1188472		

If you would like copies of this filing you must complete a Request for Corporate Copies and submit it with the appropriate fee.

ELISSA MACMILLAN
Commercial Recording Division
860-509-6003
www.concord-sots.ct.gov

ACCEPTANCE OF APPOINTMENT		
 SIGNATURE OF AGENT		
4. THE NATURE OF THE ACTIVITIES TO BE CONDUCTED OR THE PURPOSES TO BE PROMOTED BY THE CORPORATION:		
See attached.		
5. OTHER INFORMATION:		
See attached.		
6. CORPORATION EMAIL ADDRESS - REQUIRED: (IF NONE, MUST STATE "NONE.")		
None		
7. EXECUTION: CERTIFICATE MUST BE SIGNED BY EACH INCORPORATOR		
DATED THIS <u>24</u> DAY OF <u>November</u> , 20 <u>15</u>		
NAME OF INCORPORATOR	ADDRESS	SIGNATURE(S)
Thomas S. Marlon	ADDRESS: 20 Church Street CITY: Hartford STATE: CT ZIP: 06103	
	ADDRESS: CITY: STATE: ZIP:	
	ADDRESS: CITY: STATE: ZIP:	
	ADDRESS: CITY: STATE: ZIP:	

Certificate of Incorporation of
HCHS Acquisition Corp.
A Connecticut Nonstock Corporation

ARTICLE I

Name

The name of the Corporation is HCHS Acquisition Corp.

ARTICLE II

Definitions

For the purposes of this Certificate, the following defined terms shall have the following meanings:

"Affiliate" means a corporation or other entity that is subject to the direct or indirect Control or Ownership (as defined in the Bylaws) of the Corporation.

"Board" or "Board of Directors" means the Board of Directors of the Corporation, and the term "Director" means an individual member of the Board.

"Catholic Health Ministries" or "CHM" means Catholic Health Ministries, a public juridic person that is the religious sponsor of the Corporation under the canon law of the Roman Catholic Church.

"Catholic Identity" means the theological, ethical, and canonical underpinnings of a Catholic-sponsored organization without which the entity cannot be considered a Roman Catholic church-related ministry.

"Certificate of Incorporation" means the Certificate of Incorporation of the Corporation, as amended or restated from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Corporation" shall mean HCHS Acquisition Corp., a Connecticut nonstock corporation.

"Governance Documents" means the Articles of Incorporation, Certificate of Incorporation, Code of Regulations, System Authority Matrix, Bylaws or equivalent organizational documents of a corporation or other entity.

"Health System" or "Trinity Health System" means the health system which consists of Trinity Health and its subsidiaries and Affiliates.

"Member" shall refer to Trinity Health – New England, Inc., a Connecticut nonstock corporation which is the sole member of the Corporation.

"Significant Finance Matters" shall refer to the following matters which pursuant to the System Authority Matrix are subject to the approval of Trinity Health: (a) capital expenditures and dispositions; (b) incurrence of additional debt; and (c) execution of contracts and leases.

"System Authority Matrix" refers to the document that sets forth an allocation of corporate governance authority that is binding on the Corporation and its Affiliates as part of the Health System, as may be amended by Trinity Health from time to time.

"Trinity Health" means Trinity Health Corporation, an Indiana nonprofit corporation, its successors and assigns.

ARTICLE III

Purposes

The Corporation shall be organized and operated exclusively for religious, charitable, scientific, and educational purposes within the meaning of Section 501(c)(3) of the Code. The Corporation shall not have or issue shares of stock or make distributions. The Corporation shall have no power to act in a manner which is not exclusively within the contemplation of Section 501(c)(3) of the Code, and the Corporation shall not engage directly or indirectly in any activity which would prevent it from qualifying, and continuing to qualify, as a Corporation as described in Section 501(c)(3) of the Code. Without limiting the generality of the foregoing, the purposes for which the Corporation is organized are to advance, promote, support, and carry out the purposes of Trinity Health Corporation, an Indiana nonprofit corporation, or its successor, and to further the apostolate and charitable works of Catholic Health Ministries on behalf of and as an integral part of the Roman Catholic Church in the United States. Without limiting the generality of the foregoing, the specific purposes of the Corporation shall include the following:

- A. To carry out the purposes of Trinity Health – New England, Inc., a Connecticut nonstock corporation, or its successor, which is the Member of the Corporation, and to further the apostolate of Catholic Health Ministries on behalf of and as an integral part of the Roman Catholic Church in the United States;
- B. To engage in the delivery of and to carry on, sponsor or participate, directly or through one or more affiliates, in any activities related to the delivery of health care and health care related services of every kind, nature and description which, in the opinion of the Directors of the Corporation, are appropriate in carrying out the health care mission of the Trinity Health and Catholic Health Ministries. The Corporation shall take all such actions including, but not limited to, support and assistance of affiliates, as may be necessary or desirable to accomplish the foregoing purpose within the restrictions and limitations of this Certificate of Incorporation, the Bylaws of the Corporation or applicable law, including,

- without limitation, to assist JMH Acquisition Corporation ("JMH"), a Connecticut nonstock corporation, in carrying out its tax-exempt functions;
- C. To promote, support and further any and all charitable, scientific, religious and educational purposes within the meaning of Section 501(c)(3) of the Code;
 - D. To coordinate and oversee the activities of Affiliates, and to allocate the assets, liabilities and resources of the Corporation and its Affiliates within the Health System;
 - E. To acquire, purchase, own, loan and borrow, erect, maintain, hold, use, control, manage, invest, exchange, convey, transfer, sell, mortgage, lease and rent all real and personal property of every kind and nature, which may be necessary or incidental to the accomplishment of any and all of the above purposes;
 - F. To accept, receive and hold, in trust or otherwise, all contributions, legacies, bequests, gifts and benefactions which may be left, made or given to the Corporation, or its predecessor or constituent corporations, by any person, persons or organizations;
 - G. To take all such actions as may be necessary or desirable to accomplish the foregoing purposes within the restrictions and limitations of this Certificate of Incorporation, the Bylaws of the Corporation and applicable law, provided that no substantial part of the activities of the Corporation shall be to carry out propaganda, or to otherwise attempt to influence legislation; and the Corporation shall not participate or intervene in any political campaign on behalf of or in opposition of any candidate for public office (by the publishing or distribution of statements or otherwise), in violation of any provisions applicable to corporations exempt from taxation under Section 501(c)(3) of the Code and the regulations promulgated thereunder as they now exist or as they may be amended;
 - H. The Corporation shall not be operated for the pecuniary gain or profit, incidental or otherwise, of any private individual, and no part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its Directors, Officers or other private individuals, except the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to or for the Corporation and to make payments and distributions in furtherance of the purposes set forth herein consistent with applicable law; and
 - I. Notwithstanding any other provisions of this Certificate of Incorporation, the Corporation shall not carry on any activity not permitted to be carried

on by: (i) a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (ii) a corporation, contributions to which are deductible under Section 170(c)(2) of the Code; and a corporation described in Section 509(a)(3) of the Code (or, if the Corporation is classified, Section 509(a)(1) or 509(a)(2) of the Code).

ARTICLE IV

Catholic Identity

The activities of the Corporation shall be carried out in a manner consistent with the teachings of the Roman Catholic Church and "Founding Principles of Catholic Health Ministries" or successor documents which set forth principles describing how the apostolic and charitable works of Catholic Health Ministries are to be carried out, as well as the values and principles inherent in the medical-moral teachings of the Roman Catholic Church (such as the *Ethical and Religious Directives for Catholic Health Care Services* as promulgated from time to time by the United States Conference of Catholic Bishops (or any successor organization), as amended from time to time). Under Canon Law, Catholic Health Ministries shall retain its canonical stewardship with respect to those facilities, real or personal property, and other assets that constitute the temporal goods belonging, by operation of Canon Law, to Catholic Health Ministries. No alienation, within the meaning of Canon Law, of property considered to be stable patrimony of Catholic Health Ministries shall occur without prior approval of Catholic Health Ministries.

ARTICLE V

Organization

The Corporation is a religious corporation, organized on a non-stock basis as a membership corporation. The Corporation's sole member is Trinity Health – New England, a Connecticut nonstock corporation.

ARTICLE VI

Registered Office and Resident Agent

The address of the Corporation's registered office is c/o CT Corporation System, One Corporate Center, Hartford, CT 06103. The resident agent of the Corporation is CT Corporation System, One Corporate Center, Hartford, CT 06103. The address of the Corporation's registered office and/or name of the Corporation's resident agent may be changed from time to time by the Board of Directors of the Corporation.

ARTICLE VII

Membership

Trinity Health – New England, Inc., a Connecticut nonstock corporation (“Member”), is the sole member of the Corporation. The Member shall be entitled to all rights and powers of a member under Connecticut law, this Certificate of Incorporation and the Bylaws of the Corporation. Certain rights and powers related to the Corporation are reserved to the Member and Trinity Health under the Corporation’s Governance Documents. Action by the Corporation shall not be taken or authorized until the Member and Trinity Health, as required, shall have exercised their respective reserved powers in the manner provided in the Governance Documents. The following powers are reserved to the Member and Trinity Health:

- a. As reserved to the Member:
 - (a) Approve the amendment or restatement of the Certificate of Incorporation and Bylaws of the Corporation, in whole or in part, and recommend the same to Trinity Health for adoption;
 - (b) Appoint and remove members of the Corporation’s Board of Directors;
 - (c) Appoint and remove the President of the Corporation;
 - (d) Approve the strategic plan of the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption as part of the consolidated strategic plan of the Regional Health Ministry in which the Corporation participates;
 - (e) Approve those Significant Finance Matters which pursuant to the System Authority Matrix are subject to the authority of the Member, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;
 - (f) Approve the annual operating and capital budgets of the Corporation, and recommend the same to Trinity Health for adoption as part of the consolidated operating and capital budgets of the Regional Health Ministry in which the Corporation participates;
 - (g) Approve any merger, consolidation, transfer or relinquishment of membership rights, or the sale of all or substantially all of the operating assets of the Corporation (certain transactions and transfers of real property and immovable goods may also be subject to the approval of Catholic Health Ministries), and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;
 - (h) Approve any dissolution, winding up or abandonment of operations, liquidation, filing of action in bankruptcy, receivership or similar action affecting the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

- (i) Approve any formation or dissolution of Affiliates, partnerships, co-sponsorships, joint membership arrangements, and other joint ventures involving the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;
 - (j) Approve any pledge or encumbrance of assets whether pursuant to a sale, capital lease, mortgage, disposition, hypothecation, or other transaction in excess of limits established by Trinity Health (pledges or encumbrances of certain real property and immovable goods may also be subject to the approval of Catholic Health Ministries), and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;
 - (k) Approve any change to the structure or operations of the Corporation which would affect its status as a nonprofit entity, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and recommend the same to Trinity Health for approval; and
 - (l) Approve all other matters and take all other actions reserved to members of nonstock corporations (or shareholders of for-profit-corporations, as the case may be) by the laws of the state in which the Corporation is domiciled or as reserved in the Governance Documents of the Corporation.
- b. As reserved to Trinity Health:
- (a) Adopt, amend, modify or restate the Certificate of Incorporation and Bylaws of the Corporation, in whole or in part, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
 - (b) Approve those Significant Finance Matters which pursuant to the System Authority Matrix are subject to the authority of Trinity Health, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
 - (c) Approve any merger, consolidation, transfer or relinquishment of membership rights, or the sale of all or substantially all of the operating assets of the Corporation (certain transactions and transfers of real property and immovable goods may also be subject to the approval of Catholic Health Ministries), or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
 - (d) Approve any dissolution, winding up or abandonment of operations, liquidation, filing of action in bankruptcy, receivership or similar action affecting the Corporation, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

- (e) Approve any formation or dissolution of Affiliates, partnerships, co-sponsorships, joint membership arrangements, and other joint ventures involving the Corporation, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
- (f) Approve any pledge or encumbrance of assets whether pursuant to a sale, capital lease, mortgage, disposition, hypothecation, or other transaction in excess of limits established by Trinity Health (pledges or encumbrances of certain real property and immovable goods may also be subject to the approval of Catholic Health Ministries), or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
- (g) Approve any change to the structure or operation of the Corporation which would affect its status as a nonprofit entity, exempt from taxation under Section 501(c) of the Internal Revenue Code, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
- (h) Appoint and remove the independent fiscal auditor of the Corporation;
- (i) In recognition of the benefits accruing to the Corporation from Trinity Health, and in addition to any other rights reserved to Trinity Health under applicable law or Governance Documents of the Corporation, Trinity Health shall have the power to transfer assets of the Corporation, or to require the Corporation to transfer assets, to Trinity Health or an entity Controlled by, Controlling or under common Control with Trinity Health, whether within or without the state of domicile of the Corporation, to the extent necessary to accomplish Trinity Health's goals and objectives. The Corporation shall not be required to violate its corporate or charitable purposes, the terms of any restricted gifts, the covenants of its debt instruments, or the law of any applicable jurisdiction as a result of any asset transfers to be made to or directed by the Member or Trinity Health pursuant to this provision; and
- (j) Neither the Corporation, nor any of its Affiliates, shall transfer assets to entities other than Trinity Health without the approval of Trinity Health, except for (i) transfers previously approved by Trinity Health, either individually or as part of Trinity Health's budget process, (ii) transfers to any entity which is a direct or indirect subsidiary of Trinity Health and that is subject to the reserved powers set forth in this Certificate, or (iii) transfers in the ordinary course of business.

ARTICLE VIII

Indemnification and Standard of Care

Section 1. Indemnification. The Corporation shall, to the maximum extent allowed by law, indemnify those persons who are serving or have served as members, trustees, directors, religious congregations or other canonical persons serving as sponsors, officers, employees, committee members, or agents of the Corporation, and those who are serving or

have served at the request of the Corporation as a trustee, director, religious congregation or other canonical person serving as sponsor, officer, manager, partner, employee, committee member, or agent of another corporation, partnership, joint venture, trust, employee benefit plan, limited liability company or other enterprise, whether for profit or nonprofit, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding.

Section 2. Insurance. Except as may be limited by law, the Corporation may purchase and maintain insurance on behalf of any person who is or was a member, director, trustee, religious congregation or other canonical person serving as sponsor, officer, director, committee member, employee, or agent of the Corporation, or who is or was serving at the request of the Corporation as a trustee, religious congregation or other canonical person serving as sponsor, officer, director, committee member, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, to protect against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have power to indemnify him or her against such liability under state law.

Section 3. Standard of Care. Each Director shall stand in a fiduciary relation to the Corporation and shall perform his or her duties as a Director, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

Section 4. Justifiable Reliance. In performing his or her duties, a Director (including when such Director is acting as an officer of the Corporation) shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

- a. One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented.
- b. Counsel, public accountants or other persons on matters that the Director reasonably believes to be within the professional or expert competence of such person.
- c. A committee of the Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.
- d. A Director shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

Section 5. Consideration of Factors. In discharging the duties of their respective positions, the Board of Directors, committees of the Board and individual Directors may, in considering the best interests of the Corporation, consider the effects of any action upon employees, upon suppliers and customers of the Corporation and upon communities in which

offices or other establishments of the Corporation are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described herein.

Section 6. Presumption. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any actions shall be presumed to be in the best interests of the Corporation.

Section 7. Personal Liability of Director. No Director shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless the Director has breached or failed to perform the duties of his or her office under the standards described herein, has engaged in self-dealing, or the action or inaction constitutes willful misconduct or recklessness. The provisions of this Section shall not apply to the responsibility or liability of a Director pursuant to any criminal statute or the liability of a Director for the payment of taxes pursuant to local, state or federal law.

Nothing in this Article is intended to preclude or limit the application of any other provision of law that may provide a more favorable standard or higher level of protection for the Corporation's Directors.

ARTICLE IX

Dissolution

Subject to any approvals described in this Certificate of Incorporation or the Bylaws of the Corporation, upon the dissolution and final liquidation of the Corporation, all of its assets, after paying or making provision for payment of all its known debts, obligations and liabilities, and returning, transferring or conveying assets held by the Corporation conditional upon their return, transfer or conveyance upon dissolution of the Corporation, shall be distributed to the Member of this Corporation or its successor, so long as such distributee is an organization exempt from federal income tax by virtue of being an organization as described in Section 501(c)(3) of the Code. Any such assets not disposed of in accordance with the foregoing shall be distributed to Trinity Health Corporation, an Indiana nonprofit corporation or its successor, so long as such distributee is an organization exempt from federal income tax by virtue of being an organization as described in Section 501(c)(3) of the Code. Any assets not so disposed of in accordance with the foregoing shall be distributed to one or more corporations, trusts, funds or organizations which at the time appear in the Official Catholic Directory published annually by P.J. Kenedy & Sons or any successor publication, or are controlled by any such corporation, trust, fund or organization that so appears, and are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code, as in the sole judgment of the Catholic Health Ministries have purposes most closely aligned to those of the Corporation, subject to any approvals described in this Certificate of Incorporation or the Bylaws of the Corporation and applicable law. Any assets not so disposed of shall be disposed of by a court of competent jurisdiction exclusively to one or more corporations, trusts, funds or other organizations as said court shall determine, which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code and which are organized and operated exclusively for

such purposes. No private individual shall share in the distribution of any Corporation assets upon dissolution of the Corporation.

ARTICLE X

Effective date

This Certificate of Incorporation is effective as of November 24, 2015.

55294796 v4

BYLAWS OF HCHS ACQUISITION CORP.

HCHS Acquisition Corp. (the “Corporation”) changed its name to Home & Community Health Services, Inc. effective January 4, 2015. The Bylaws of the Corporation are attached hereto.

BYLAWS
OF
HCHS ACQUISITION CORPORATION
A CONNECTICUT NONSTOCK CORPORATION

Effective Date: _____, 2015

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Article I. DEFINITIONS

For the purposes of these Bylaws, the following defined terms shall have the following meanings:

“Affiliate” means a corporation or other entity that is subject to the direct or indirect Control or Ownership of the Corporation.

"Board" or "Board of Directors" means the Board of Directors of the Corporation, and the term “Director” means an individual member of the Board.

"Catholic Health Ministries" or "CHM" means Catholic Health Ministries, a public juridic person that is the religious sponsor of the Corporation under the canon law of the Roman Catholic Church.

"Catholic Identity" means the theological, ethical, and canonical underpinnings of a Catholic-sponsored organization without which the entity cannot be considered a Roman Catholic church-related ministry.

“Certificate of Incorporation” means the Certificate of Incorporation of the Corporation, as amended or restated from time to time.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

“Control” or “Ownership” will be deemed to exist:

(i) as to a corporation: (a) through ownership of the majority of voting stock or the ownership of the class of stock which exercises reserved powers, if it is a stock corporation; or (b) through serving as member and having the power to appoint (including through appointing one’s own directors or officers who then serve *ex officio* as to the Affiliate) the majority of the voting members or the class of members which exercises reserved powers, if it is a corporation with members; or (c) through having the power to appoint (including through appointing one’s own directors or officers who then serve *ex officio* as to the Affiliate) the majority of the voting directors or trustees or the controlling class of directors or trustees, if it is a corporation without members; or

(ii) as to a partnership or other joint venture: through the possession of sufficient controls over the activities of the partnership or joint venture that the entity having control is permitted to consolidate the activities of the partnership or joint venture on its financial statements under generally accepted accounting principles.

The terms “Controlled,” “Controlling,” “Owned” or “Owning” shall be subsumed within the definitions of “Control” or “Ownership.”

“Corporation” shall mean HCHS Acquisition Corporation, a Connecticut nonstock corporation.

"Governance Documents" means the Articles of Incorporation, Certificate of Incorporation, Bylaws, System Authority Matrix, Code of Regulations or equivalent organizational documents of a corporation or other entity.

“Health System” or “Trinity Health System” means the health system which consists of Trinity Health and its subsidiaries and Affiliates.

“Key Bylaws Provisions” shall refer to sections of these Bylaws that concern any of the following: (a) the name and corporate purposes of the Corporation; (b) the Catholic Identity and Mission and Core Values of the Corporation and the powers exercisable by CHM; (c) the identity of, reserved powers exercisable by, and other matters pertaining to, the Member and Trinity Health; and (d) the authority and membership (including election, composition and removal) of the Board of Directors of the Corporation.

"Member" shall refer to Trinity Health – New England, Inc., a Connecticut nonstock corporation which is the sole member of the Corporation.

"Regional Health Ministry" or “RHM” is an Affiliate or operating division within the Health System that maintains a governing body that has day to day management oversight of a designated portion of the Health System, subject to certain authorities that are reserved to Trinity Health. RHMs may be based on a geographical market or dedicated to a service line or business.

“Significant Finance Matters” shall refer to the following matters which pursuant to the System Authority Matrix are subject to the approval of Trinity Health: (a) capital expenditures and dispositions; (b) incurrence of additional debt; and (c) execution of contracts and leases.

“System Authority Matrix” refers to the document that sets forth an allocation of corporate governance authority that is binding on the Corporation and its Affiliates as part of the Health System, a copy of which is attached and incorporated into these Bylaws as Exhibit A, and as may be amended by Trinity Health from time to time.

“Trinity Health” means Trinity Health Corporation, an Indiana nonprofit corporation, its successors and assigns.

Article II. PURPOSES

Section 2.01 Purposes

The purposes of the Corporation are set forth in the Certificate of Incorporation of the Corporation.

Section 2.02 Catholic Identity

The activities of the Corporation shall be carried out in a manner consistent with the teachings of the Roman Catholic Church and "Founding Principles of Catholic Health Ministries" or successor documents which set forth principles describing how the apostolic and charitable works of Catholic Health Ministries are to be carried out, as well as the values and principles inherent in the medical-moral teachings of the Roman Catholic Church (such as the *Ethical and Religious Directives for Catholic Health Care Services* as promulgated from time to time by the United States Conference of Catholic Bishops (or any successor organization), as amended from time to time).

Section 2.03 Mission Statement

The Mission and Core Values of the Corporation shall be as adopted and approved from time to time by Catholic Health Ministries. The mission statement may by action of the Corporation's Board of Directors be supplemented by reference to the purposes of the Corporation. The mission statement of the Corporation shall be as follows:

"We serve together in the spirit of the Gospel as a compassionate and transforming healing presence within our communities."

The mission statement may by action of the Corporation's Board of Directors be supplemented by reference to the purposes of the Corporation.

Section 2.04 Alienation of Property

Under Canon Law, Catholic Health Ministries shall retain its canonical stewardship with respect to those facilities, real or personal property, and other assets that constitute the temporal goods belonging, by operation of Canon Law, to Catholic Health Ministries. No alienation, within the meaning of Canon Law, of property considered to be stable patrimony of Catholic Health Ministries shall occur without prior approval of Catholic Health Ministries.

Article III. MEMBER

Section 3.01 Sole Member

The sole member of the Corporation is Trinity Health – New England, Inc., a Connecticut nonstock corporation, or its successors or assigns.

Section 3.02 Member Authority

The following actions shall be reserved exclusively to the Member of the Corporation. Subject to the reserved powers of Trinity Health, the Member may initiate and implement any proposal with respect to any of the following, or if any proposal with respect to any of the following is otherwise initiated, it shall not become effective unless the requisite approvals and other actions shall have been taken by the Member and Trinity Health, as required pursuant to the Corporation's Governance Documents:

(a) Approve the amendment or restatement of the Certificate of Incorporation and Bylaws of the Corporation, in whole or in part, and recommend the same to Trinity Health for adoption;

(b) Appoint and remove members of the Corporation's Board of Directors;

(c) Appoint and remove the President of the Corporation;

(d) Approve the strategic plan of the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption as part of the consolidated strategic plan of the Regional Health Ministry in which the Corporation participates;

(e) Approve those Significant Finance Matters which pursuant to the System Authority Matrix are subject to the authority of the Member, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(f) Approve the annual operating and capital budgets of the Corporation, and recommend the same to Trinity Health for adoption as part of the consolidated operating and capital budgets of the Regional Health Ministry in which the Corporation participates;

(g) Approve any merger, consolidation, transfer or relinquishment of membership rights, or the sale of all or substantially all of the operating assets of the Corporation (certain transactions and transfers of real property and immovable goods may also be subject to the approval of Catholic Health Ministries), and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(h) Approve any dissolution, winding up or abandonment of operations, liquidation, filing of action in bankruptcy, receivership or similar action affecting the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(i) Approve any formation or dissolution of Affiliates, partnerships, co-sponsorships, joint membership arrangements, and other joint ventures involving the

Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(j) Approve any pledge or encumbrance of assets whether pursuant to a sale, capital lease, mortgage, disposition, hypothecation, or other transaction in excess of limits established by Trinity Health (pledges or encumbrances of certain real property and immovable goods may also be subject to the approval of Catholic Health Ministries), and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(k) Approve any change to the structure or operations of the Corporation which would affect its status as a nonprofit entity, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and recommend the same to Trinity Health for approval; and

(l) Approve all other matters and take all other actions reserved to members of nonprofit corporations (or shareholders of for-profit-corporations, as the case may be) by the laws of the state in which the Corporation is domiciled or as reserved in the Governance Documents of the Corporation.

Section 3.03 Reserved Powers of Trinity Health

The following actions shall be reserved exclusively to Trinity Health. Trinity Health may initiate and implement any proposal with respect to any of the following, or if a proposal with respect to any of the following is otherwise initiated, it shall not become effective unless the requisite approval and other actions shall have been taken by Trinity Health, as required pursuant to the Corporation's Governance Documents:

(a) Adopt, amend, modify or restate the Certificate of Incorporation and Bylaws of the Corporation, in whole or in part, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(b) Approve those Significant Finance Matters which pursuant to the System Authority Matrix are subject to the authority of Trinity Health, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(c) Approve any merger, consolidation, transfer or relinquishment of membership rights, or the sale of all or substantially all of the operating assets of the Corporation (certain transactions and transfers of real property and immovable goods may also be subject to the approval of Catholic Health Ministries), or Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(d) Approve any dissolution, winding up or abandonment of operations, liquidation, filing of action in bankruptcy, receivership or similar action affecting the Corporation, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(e) Approve any formation or dissolution of Affiliates, partnerships, co-sponsorships, joint membership arrangements, and other joint ventures involving the Corporation, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(f) Approve any pledge or encumbrance of assets whether pursuant to a sale, capital lease, mortgage, disposition, hypothecation, or other transaction in excess of limits established by Trinity Health (pledges or encumbrances of certain real property and immovable goods may also be subject to the approval of Catholic Health Ministries), or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(g) Approve any change to the structure or operation of the Corporation which would affect its status as a nonprofit entity, exempt from taxation under Section 501(c) of the Internal Revenue Code, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(h) Appoint and remove the independent fiscal auditor of the Corporation;

(i) In recognition of the benefits accruing to the Corporation from Trinity Health, and in accordance to any other rights reserved to Trinity Health under applicable law or Governance Documents of the Corporation, Trinity Health shall have the power to transfer assets of the Corporation, or to require the Corporation to transfer assets, to Trinity Health or an entity Controlled by, Controlling or under common Control with Trinity Health, whether within or without the state of domicile of the Corporation, to the extent necessary to accomplish Trinity Health's goals and objectives. The Corporation shall not be required to violate its corporate or charitable purposes, the terms of any restricted gifts, the covenants of its debt instruments, or the law of any applicable jurisdiction as a result of any asset transfers to be made to or directed by the Member or Trinity Health pursuant to this provision; and

(j) Neither the Corporation, nor any of its Affiliates, shall transfer assets to entities other than Trinity Health without the approval of Trinity Health, except for (i) transfers previously approved by Trinity Health, either individually or as part of Trinity Health's budget process, (ii) transfers to any entity which is a direct or indirect subsidiary of Trinity Health and that is subject to the reserved powers set forth in Sections 3.02 and 3.03 of these Bylaws, or (iii) transfers in the ordinary course of business.

Section 3.04 Meetings of the Member

Meetings of the Member shall be held at the principal office of the Member or as otherwise provided in the bylaws of the Member at such time and date determined in accordance with the bylaws of the Member. Notice of meetings of the Member shall be given in accordance with the bylaws of the Member.

Article IV. BOARD OF DIRECTORS

Section 4.01 Duties and Powers

With the exception of the powers reserved to the Member, Trinity Health or Catholic Health Ministries under the Corporation's Governance Documents or applicable law, the Board of Directors shall govern, regulate and direct the affairs and business of the Corporation, carry out such policies and guidelines as adopted by the Member and Trinity Health and carry out such responsibilities as shall be delegated to it by the Member and Trinity Health, all in a manner consistent with the Mission and Core Values of the Corporation. Additional descriptions of the duties and powers of the Board of Directors are set forth in the System Authority Matrix. Among the matters under the direction of the Corporation's Board of Directors are the following actions:

- (a) Elect the officers of the Corporation (except the President);
- (b) Adopt and amend from time to time rules, regulations, and policies for the conduct of the operations and affairs of the Corporation;
- (c) Develop and monitor the Corporation's quality improvement programs and approve quality and safety standards that shall be consistent with Trinity Health System quality and safety standards;
- (d) Conduct an annual review of the Corporation's quality and safety performance; and
- (e) Recommend to the Member or Trinity Health matters relating to the Corporation that require the approval or other action of the Member or Trinity Health pursuant to the Corporation's Governance Documents.

Section 4.02 Appointments and Composition

The Member shall appoint a Board of Directors on the basis of qualifications and criteria established by the Member. Except as otherwise authorized by action of the Member, the members of the Corporation's Board of Directors shall include: (i) at least one representative of the Member, designated by the Member (who shall serve ex officio with vote) (the "Member Director"), and, unless the Chief Executive Officer/Executive Vice Chief Executive Officer of the Corporation is designated as the Member Director, the Chief Executive Officer/Executive Vice Chief Executive Officer of the Corporation (who shall serve ex officio with vote), (ii) at least one physician, and (iii) members of the local community or members or associates of a Roman Catholic religious congregation who need not reside in the local community. Any exception to the Board composition requires the approval of the Member. The size of the Board shall be established by the Member, by policy or otherwise.

Section 4.03 Term

Directors shall serve a three-year term, or such shorter term as may be determined by the Member in order to achieve continuity in board composition. Ex officio members of the Board of Directors shall cease to be Directors upon the termination of their service in the office resulting in their ex officio service on the Board of Directors. Other than ex officio members, no Directors may serve for more than nine (9) consecutive years, unless appointed to complete the unexpired term of another Director, in which case a Director may serve for up to ten (10) consecutive years. Former Directors are eligible for reappointment after a one-year absence from service.

Section 4.04 Annual Meeting of the Board of Directors

An annual meeting of the Board of Directors shall be held at any time during the last six months of the calendar year for the purpose of the appointment of officers and the transaction of such other business as may properly come before the meeting. Notice of the annual meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting. The meeting notice shall specify the date, time and place of the meeting. Presence at any such meeting shall be deemed to be waiver of notice of said meeting.

Section 4.05 Regular Meetings and Notice

Regular meetings of the Board of Directors shall be held as determined by the Board but no less frequently than quarterly at such time, place and date as determined from time to time by the Board of Directors. An agenda, indicating items requiring a vote of the members of the Board of Directors, together with copies of reports, statements and other supporting information shall be mailed by the Chief Executive Officer prior to meetings. No notice of regular meetings shall be required other than the resolution setting the time, place and date of the meeting.

Section 4.06 Special Meetings and Notice

Special meetings of the Board may be called by or at the request of the Chair, by written request of any two (2) members of the Board, or by the Member. The special meeting shall be held within five (5) days after receipt of such request. Notice of the special meeting shall be given in writing, personally, by telephone, electronic transmission or by facsimile transmission at least forty-eight (48) hours prior to the special meeting. The notice of any special meeting shall state the purpose for which it is called. No other business shall be transacted at the special meeting except for that business stated in the notice.

Section 4.07 Waiver of Notice

Attendance of a Director at a meeting constitutes a waiver of notice of the meeting except where a Director attends a meeting for the express purpose of objecting to the transaction

of any business because the meeting is not lawfully called or convened. Notice also may be waived in writing, either before or after the meeting.

Section 4.08 Quorum and Valid Director Action

At all meetings of the Board, a simple majority of the Directors then in office shall constitute a quorum for the transaction of business. The vote of a majority of the Directors present and voting at any meeting at which a quorum is present shall constitute the act of the Board, unless the vote of a larger number is specifically required by law, or by the Certificate of Incorporation, Bylaws or policies of the Corporation.

Section 4.09 Written Consents

Any action required or permitted to be taken by vote at any meeting of the Board or of any committee thereof may be taken without a meeting, if before or after the action, all members of the Board or committee consent in writing. The written consents shall be filed with the minutes of proceedings of the Board or committee. Such consents shall have the same effect as a vote of the Board or committee for all purposes.

Section 4.10 Communication Equipment

Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of teleconference, video conference or similar communications equipment by virtue of which all persons participating in the meeting may hear each other if all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

Section 4.11 Resignation

Any Director may resign by written notice to the Chair of the Board. The Chair of the Board may resign by written notice to the Corporation's President who shall promptly thereafter notify the entire Board of Directors. Resignations shall be effective upon receipt or at a subsequent time if specified in the notice of resignation.

Section 4.12 Removal

Any Director may be removed with or without cause at any time by the Member. Absences of a Director from three (3) consecutive regular meetings of the Board of Directors may constitute cause for removal from the Board of Directors.

Section 4.13 Periodic Performance Review

The Board of Directors shall periodically review its own performance and issue reports to Trinity Health summarizing the results of its review.

Article V. MEDICAL STAFF

Section 5.01 Medical Staff

The Board of Directors shall have final responsibility for (i) appointment and reappointment of the members of the Medical staff and delineation of their staff privileges; (ii) taking such corrective action relating to Medical staff members as it deems appropriate; (iii) ratifying the selection of Medical staff officers made by the Medical staff; (iv) ratifying the selection of heads of the departments of the Medical staff; (v) reviewing and monitoring the quality improvement programs developed by the Medical staff; and (vi) determining which categories of practitioners are eligible for appointment to the Medical staff. The Board of Directors reserves the authority to take any direct action with respect to any Medical staff appointee action it deems to be in the best interests of the Corporation, whether initiated by the Medical staff or not, and the decision of the Board shall be final.

Article VI. COMMITTEES

Section 6.01 Committees

The Executive Committee of the Board of Directors and such other committees as state law may require shall be standing committees of the Corporation. The Board of Directors may establish such additional standing or special committees from time to time as it shall deem appropriate to conduct the activities of the Corporation and shall define the powers and responsibilities of such committees. Those other committees shall serve at the pleasure of the Board. The Corporation shall not have a separate audit committee as matters related to the audit of the Corporation's finances are consolidated at the Trinity Health level. The Board shall establish the purpose, composition, term and other operating matters relative to each such other committee. Each committee shall keep minutes in some manner reasonably intended to record the business that occurred at the meeting and shall forward these minutes to the Board of Directors.

Section 6.02 Executive Committee

There shall be an Executive Committee, consisting of the Chair of the Board, who shall serve as chair of the Executive Committee, the Chief Executive Officer, and at least two (2) other Directors selected by vote of the Board of Directors. All members of the Executive Committee must be members of the Board of Directors. The Executive Committee shall meet on the call of the Chair or President. Except as otherwise provided by resolution of the Board or as limited by law, the Executive Committee shall exercise the power and authority of the Board when necessary or advisable between meetings of the Board and shall exercise such other powers as may be assigned from time to time by the Board. The Executive Committee shall report on its actions at the next meeting of the Board and such actions shall be subject to revision and alteration of the Board; provided, however, that the rights of third parties shall not be affected by any such revision or alteration.

Section 6.03 Service on Committees

The committees shall establish rules and regulations for meetings and shall meet at such times as are necessary, provided that a reasonable notice of all meetings shall be given to committee members. No act of a committee shall be valid unless approved by the vote or written consent of a majority of its members. Committees shall keep regular minutes of their proceedings and report the same to the Board from time to time as the Board may require. Members of the committees (except the Executive Committee) shall be appointed for one (1) year by the Chair of the Board of Directors as soon as possible after the annual meeting of the Board. Members of the committees shall serve on their respective committees through the next annual meeting or until their successors are appointed. The Chair of the Board shall fill vacancies on committees (except the Executive Committee) and appointees shall serve through the next annual meeting. The President shall be an ex officio member of all committees, except for any committee that reviews compliance or executive compensation matters.

Section 6.04 Quorum, Meetings, Rules and Procedures

A quorum for any meeting of a committee shall be a simple majority of the committee members or as otherwise required by applicable law, except that any ex officio members of the committee shall not be included in calculating the quorum requirement unless they are present at the meeting, in which event they shall be included towards meeting the quorum requirement. The affirmative vote of a majority of the quorum is necessary to take action of the committee, including the affirmative vote of at least one (1) member of the Board present at the meeting of the committee in order to take any action other than recommendation by the committee to the Board or Executive Committee. Minutes of all committee meetings shall be kept and forwarded to the Board. Each committee shall adopt rules for its own governance not inconsistent with these Bylaws or the acts of the Board.

Section 6.05 Committee Composition

The members and all chairs of committees other than the Executive Committee shall be appointed by the Chair of the Board. The chair of each committee shall be a Director. Committees, other than the Executive Committee, may include persons other than members of the Board of Directors; provided that each standing committee shall have at least two (2) Director members in addition to the Chair and Chief Executive Officer who shall serve ex officio; and provided further, that no authority of the Board may be delegated to a committee unless the majority of the members of such committee with Board delegated authority are members of the Board of Directors and otherwise in accordance with applicable law.

Article VII. OFFICERS

Section 7.01 Officers

The officers of the Corporation shall be the Chair, President, Secretary and Treasurer. Additionally, upon recommendation of the President, the Board of Directors may appoint a Vice Chair, an Assistant Secretary, an Assistant Treasurer, and such other officers of the Corporation as shall be deemed necessary and appropriate from time to time. Officers shall hold their respective offices until their successors are chosen and qualified.

Section 7.02 Appointment and Election of Officers

The President of the Corporation shall be appointed, evaluated, reappointed and/or removed by the Member. The President shall be Chief Executive Officer of the Corporation and any vacancy in the office of President shall be filled by the Member. The Chair shall serve a term of one (1) year and may be elected for a total of three (3) consecutive complete one year terms. The Chair, Treasurer and Secretary of the Corporation shall be elected at the annual meeting of the Directors by the Board of Directors. The Treasurer and Secretary need not be members of the Board.

Section 7.03 Vacancies

Vacancies, occurring for any reason, shall be filled in the same manner as appointment or election and the officer so appointed or elected shall hold office until a successor is chosen and qualified.

Section 7.04 Chair

The Chair shall preside at the Board meetings and shall be an ex-officio voting member of all committees.

Section 7.05 President

The President shall have general and active management responsibility for the business of the Corporation and shall see that all orders and resolutions of the Board of Directors and the policies of the Member are carried into effect, consistent with the Mission and Core Values of the Corporation. The President shall be responsible for the appointment, evaluation, compensation and removal of the respective executive officers of those corporations of which the Corporation is the member or other controlling shareholder or owner. The President shall be a voting ex officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation.

Section 7.06 Secretary

The Secretary of the Corporation shall issue, or cause to be issued, notices of all Board meetings, shall be responsible for the keeping and the reporting of adequate records of all

transactions of the Board, and shall record the minutes of all meetings of the Board of Directors. The Secretary shall further perform such other duties incident to his or her office and as the Board of Directors may from time to time determine.

Section 7.07 Treasurer

The Treasurer of the Corporation shall be responsible for all funds of the Corporation, shall make reports to the Board of Directors as requested by the Board of Directors, and shall see that an accounting system is maintained in such a manner as to give a true and accurate accounting of the financial transactions of the Corporation. The Treasurer shall further perform such other duties incident to his or her office as the Board of Directors may from time to time determine. The Treasurer may delegate any of the functions, powers, duties, and responsibilities to any agent or employee of the Corporation. In the event of such delegation, the Treasurer shall thereafter be relieved of all responsibility for the proper performance or exercise thereof.

Article VIII. INDEMNIFICATION AND STANDARD OF CARE

Section 8.01 Indemnification

The Corporation shall, to the maximum extent allowed by law, indemnify those persons (including religious congregations and their members or other canonical persons and their members) who

(a) are serving or have served as members, trustees, directors, sponsors, officers, employees, committee or subcommittee members, or agents of the Corporation, or

(b) are serving or have served at the request of the Corporation as a member, trustee, director, sponsor, officer, employee, committee or subcommittee member, agent, manager, or partner of another corporation, partnership, joint venture, trust, employee benefit plan, limited liability company or other enterprise, whether for profit or nonprofit, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding.

Section 8.02 Insurance

Except as may be limited by law, the Corporation may purchase and maintain insurance on behalf of any person (including religious congregations and their members or other canonical persons and their members) who

(a) is or was a member, trustee, director, sponsor, officer, employee, committee or subcommittee member, or agent of the Corporation, or

(b) is or was serving at the request of the Corporation as a member, trustee, director, sponsor, officer, employee, committee or subcommittee member, agent,

manager, or partner of another corporation, partnership, joint venture, trust, employee benefit plan, limited liability company or other enterprise, whether for profit or nonprofit, to protect against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not this Corporation would have power to indemnify him or her against such liability under state law.

Section 8.03 Standard of Care

Each Director shall stand in a fiduciary relation to the Corporation and shall perform his or her duties as a Director, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, the Member and Trinity Health, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

Section 8.04 Justifiable Reliance

In performing his or her duties, a Director (including when such Director is acting as an officer of the Corporation) shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

- (a) One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented.
- (b) Counsel, public accountants or other persons on matters that the Director reasonably believes to be within the professional or expert competence of such person.
- (c) A committee of the Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

A Director shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

Section 8.05 Consideration of Factors

In discharging the duties of their respective positions, the Board of Directors, committees of the Board and individual Directors may, in considering the best interests of the Corporation, the Member and Trinity Health, consider the effects of any action upon employees, upon suppliers and customers of the Corporation and upon communities in which offices or other establishments of the Corporation, the Member and Trinity Health are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described herein.

Section 8.06 Presumption

Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any actions shall be presumed to be in the best interests of the Corporation, the Member and Trinity Health.

Section 8.07 Personal Liability of Directors

No Director shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless the Director has breached or failed to perform the duties of his or her office under the standards described herein, has engaged in self-dealing, or the action or inaction constitutes willful misconduct or recklessness. The provisions of this Section shall not apply to the responsibility or liability of a Director pursuant to any criminal statute or the liability of a Director for the payment of taxes pursuant to local, state or federal law.

Nothing in this Article is intended to preclude or limit the application of any other provision of law that may provide a more favorable standard or higher level of protection for the Corporation's Directors.

Article IX. SUBSIDIARIES AND VOLUNTARY SERVICE ORGANIZATIONS

Section 9.01 Authority

In accordance with policies of Trinity Health, including without limitation those referenced in the System Authority Matrix, each organization of which the Corporation is the sole or majority member or owner shall have reserved certain powers to be exercised by this Corporation.

Section 9.02 Voluntary Service Organizations

The Board of Directors may authorize the establishment or dissolution of voluntary service organizations, such as an auxiliary to the Corporation or any Operating Unit of the Corporation. Such organization may be a non-profit corporation or voluntary association. No service organization may be established without approval of the Board of Directors, subject to the reserved powers of the Member and Trinity Health and any guidelines or policies established by Trinity Health with respect to voluntary organizations.

Article X. OPERATING UNITS

Section 10.01 Authority

The Board of Directors of the Corporation may organize the operations of the Corporation into one or more other Operating Units of governance and management that shall have such powers and shall carry out such responsibilities as shall be delegated to

them pursuant to the policies of the Corporation and Trinity Health in effect from time to time.

Article XI. MISCELLANEOUS

Section 11.01 Fiscal Year

The fiscal year of the Corporation shall end on the 30th day of September of each year and shall begin on the 1st day of October of each year.

Section 11.02 Required Records

The officers, agents and employees of the Corporation shall maintain such books, records and accounts of the Corporation's business and affairs as may be from time to time required by the Board of Directors, or required by the laws of the state in which the Corporation is domiciled.

Section 11.03 Confidentiality

Except as otherwise publicly disclosed, or in order to appropriately conduct the Corporation's business, the records and reports of the Corporation shall be held in confidence by those persons with access to them.

Section 11.04 Conflict of Interest

Each of the Corporation's officers and members of the Board shall at all times act in a manner that furthers the Corporation's charitable purposes and shall exercise care that he or she does not act in a manner that furthers his or her private interests to the detriment of the Corporation's community benefit purposes. The Corporation's officers and members of the Board shall fully disclose to the Corporation any potential or actual conflicts of interest, if such conflicts cannot be avoided, so that such conflicts are dealt with in the best interests of the Corporation. Conflicts of interest shall be resolved in accordance with the Corporation's conflict of interest policy. The Corporation and all its officers and members of the Board shall comply with any policies of the Corporation and Trinity Health regarding conflicts of interest, as well as the requirements of applicable state law regarding such conflicts, and shall complete any and all disclosure forms as may be deemed necessary or useful by the Corporation for identifying potential conflicts of interest.

Article XII. AMENDMENT AND REVIEW

Section 12.01 Amendment

These Bylaws may be amended only in accordance with Article III of these Bylaws.

Section 12.02 Periodic Review

These Bylaws shall be reviewed periodically by the Board of Directors and any recommended revisions shall be forwarded to the Member and Trinity Health for action.

EXHIBIT A

System Authority Matrix

June 25, 2015

Ministry Schedule updated October 1 2015

TRINITY HEALTH
System Authority Matrix

This Authority Matrix summarizes a number of important activities that might be taken by an entity within the Trinity Health System and the corresponding actions or approvals that must be taken before proceeding with such activity. Many of these actions are delegations from the Board of Trinity Health to management, to Committees of the Board of Directors of Trinity Health and to governance of entities affiliated with Trinity Health. Trinity Health has adopted the following Operating Principles which apply to these delegations:

Unity: We act as a unified system, recognizing the interdependency of all its parts in fulfillment of its mission and vision while promoting the strength of our ministries serving our unique communities.

Excellence: We seek to continually innovate and improve our performance excellence and to add value by leveraging our skill and scale.

Simplicity and Clarity: Local, regional and system office leadership work in partnership to make decisions in a timely and collaborative manner that takes into account the variety of interests being affected.

Accountability: We are flexible in shaping roles, responsibilities and accountabilities at all leadership levels of the organization.

The Trinity Health Board retains control over its statutory obligations in carrying out the purposes of the corporation as the parent of a large Catholic health system. The Board is responsible for key strategic decisions and issues that will significantly impact the Trinity Health System. Delegations are established taking into account the balance between making efficient decisions close to the business activity and the need for the board and management to oversee areas of significant impact on the system as a whole in terms of Catholic Identity, strategic direction, risk and value.

The Board has adopted a process of Mission Discernment, which is intended to ensure that in the course of making major decisions, the Mission and Core Values are used as a measure to evaluate the effect of the proposed action.

This Authority Matrix is not intended to be an exclusive listing of the various actions reserved to Trinity Health or its affiliated entities. Trinity Health may clarify these delegations through policies. State law may confer additional rights or require additional actions. Those variations will be set forth in the governing documents of the entity and prevail over any conflicting authorities described in this System Authority Matrix. Different rights may also be set forth in the terms of joint venture organizing documents or other agreements. Decisions related to those joint venture entities should be made in accordance with the organizing documents; however, decisions which exceed financial thresholds or which may, in management's judgment, affect the reputation or identity of the Trinity Health System are required to be reviewed by Trinity Health management, regardless of the minority position held by the CHE Trinity affiliate in the joint venture.

Entities:

Catholic Health Ministries or CHM means the public juridic person that sponsors the Trinity Health system and exercises all canonical responsibilities related to its operations, subject to certain rights retained by sponsoring congregations or public juridic persons until such time as the stable patrimony (property) under the control of those sponsoring congregations or public juridic persons is alienated (transferred) to CHM.

Trinity Health means Trinity Health Corporation, an Indiana nonprofit corporation, which is the parent of the Trinity Health System.

Trinity Health System means Trinity Health, together with its subsidiaries and affiliates.

Ministry or Ministries means any or all RHMs, NHMs, and MHMs.

Mission Health Ministry or MHM means a first tier subsidiary of Trinity Health that maintains a governing body and which has oversight of non-institutional health operations and/or grant making. A list of MHMs is set forth on Exhibit A to this Matrix.

National Health Ministry or NHM means a first tier (direct) subsidiary that maintains a governing body that has day to day management oversight of a business line throughout the Trinity Health System. A list of NHMs is set forth on Exhibit A to this Matrix.

Regional Health Ministries or RHM means a first tier (direct) subsidiary, affiliate or operating division of Trinity Health that maintains a governing body that has day to day management oversight of a designated portion of the Trinity Health System within a geographical market. A list of RHMs is set forth Exhibit A to this Matrix.

Group 1 RHM means an RHM which had a minimum total operating revenue of \$300 million in the previous fiscal year or an RHM that has been selected by management for inclusion in Group 1 RHMs based on operational objectives.

Group 2 RHM means an RHM which is not a Group 1 RHM.

Second Tier Subsidiaries means subsidiaries and affiliates of Ministries.

Actions:

Approve means to have ultimate authority over an action. Approval includes the authority to adopt, accept, modify, disapprove or send back for further consideration an action recommended or approved by another entity in the Trinity Health System. Some actions required approval at more than one level. Final approval authority is exercised by the highest level independently of any recommendation or participation actions. If more than one entity has Approval authority, the matter may be initiated and approved by the highest level of Approval authority when permitted by law.

Participate means a timely, meaningful, collaborative and consultative process among interested parties to inform the decision under consideration.

Ratify means to confirm and adopt the act of another even if it was not approved beforehand. It also means final decision making authority, but without the power to initiate or change a recommendation.

Recommend means to review and present a matter for approval by another entity in the Trinity Health System. Recommending authority does not limit the right of the approving entity to initiate an action without a recommendation.

Other:

Governing documents are documents which establish and describe an entity, including the purposes, the powers reserved to the members or shareholders, and which set forth the rights of partners or joint owners relative to each other. Governing documents include documents filed with the state (such as articles or certificates of incorporation), bylaws (whether a corporation or an unincorporated division which has its own governing body), operating agreements and partnership agreements.

Key Bylaws Provisions are variations from the standard Governing Documents that concern any of the following: (a) the Ministry name and corporate purposes; (b) the Mission, Core Values and Catholic Identity of the Ministry and powers exercisable by CHM; (c) the identity of, reserved powers exercisable by and other matters pertaining to Trinity Health; and (d) the authority and membership (including election, composition and removal) of the Ministry Board of Directors. All other variations are not Key Bylaw Provisions.

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
I	Statements of Identity					
I a	Trinity Health System Mission Statement	-	-	-		Approve
1 b	Trinity Health System Core Values	-	-	-		Approve
II	Governing Documents					
II a	Articles and Bylaws of Trinity Health Corporation	-	-	Recommend	Approve and Recommend	Ratify
II b	Governing Documents of Ministries consistent with standard form approved by Trinity Health Board	-	Approve and Recommend	Approve variations from the approved standard Bylaws which are not Key Bylaws Provisions (determination by the General Counsel)	Approval of Governing Documents by Executive and Governance Committee, except as to Bylaws limited to approval of variations from the approved standard which are Key Bylaws Provisions	-

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
II c	Governing Documents of Second Tier Subsidiary which operates licensed healthcare facilities consistent with standard form approved by Trinity Health Board	-	Approve and Recommend	Approve variations from the approved standard Bylaws which are not Key Bylaws Provisions (determination by the General Counsel)	Approval of Governance Documents by Executive and Governance Committee, except as to Bylaws limited to approval of variations from the approved standard which are Key Bylaws Provisions	-
II d	Governing Documents of Second Tier Subsidiary	Recommend	Approve	Approve		
III	Appointments and Removals					
III a	Appointment or removal of CHM Members (which comprise the Trinity Health Board of Directors)					Approve
III b	Appointment or removal of Trinity Health Board Chair				Approve	Ratify
III c	Appointment or removal Ministry Boards of Directors		Recommend	Recommend	Approve (Executive and Governance Committee)	

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
III d	Appointment or removal of Ministry Board Chairs		Approve		Ratify (Executive and Governance Committee)	
III e	Appointment or removal of Second Tier Subsidiaries Governing Body	Recommend	Approve			
III f	Appointment or removal of Trinity Health CEO				Approve	Ratify
III g	Appointment or removal of Ministry CEOs	Participate	Recommend	Approve		
III h	Appointment or removal of Second Tier Subsidiaries CEOs	Approve				
IV	Strategy					
IV a	Trinity Health System Strategic Plans			Recommend	Approve	
IV b	Group 1 RHM and NHM Strategic Plans	Recommend	Approve	Approve		
IV c	Group 2 RHM and MHM Strategic Plans	Recommend	Approve	Participate		

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
V	Finance Matters					
V a	Group I RHM and NHM Capital Acquisitions and Dispositions	Recommend	Approve up to 2% of net assets with a maximum of \$5million	Approve above the RHM Governance level up to \$25 million	Approval \$25-\$50 million by Stewardship Committee and above that level by Board (upon recommendation by Stewardship Committee)	Approval as required by Canon Law
V b	Group II RHM and MHM Capital Acquisitions and Dispositions	Recommend	Approve up to 2% of net assets with a minimum of \$250,000 and a maximum of \$2 million	Approve above the RHM Governance level up to \$25 million	Approval \$25-\$50 million by Stewardship Committee and above that level by Board (upon recommendation by Stewardship Committee)	Approval as required by Canon Law
V c	Additional Debt and System Five Year Plan of Finance			Recommends	Approval up to \$50 million by the Stewardship Committee and above that level by the Board (upon recommendation by Stewardship Committee)	

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
V d	System Operating and Capital Budget			Recommend	Approve (upon recommendation by Stewardship Committee)	
V e	RHM Operating and Capital Budget	Recommend	Approve	Approve		
V f	Second Tier Operating and Capital Budget	Recommend	Approve			
V g	Contracts (including leases) in which the Trinity Health is the financially obligated			Approve up to \$25 million	Approval up to \$50 million by the Stewardship Committee and above that level by the Board (upon recommendation by Stewardship Committee)	
V h	Contracts (including leases) in which a Group I RHM or a NHM is financially obligated	Recommend	Approve up to 2% of net assets with a maximum of \$5million	Approve above the RHM Governance level up to \$25 million	Approval \$25-\$50 million by Stewardship Committee and above that level by Board (upon recommendation by Stewardship Committee)	

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
V i	Contracts (including leases) in which a Group II RHM or MHM is financially obligated	Recommend	Approve up to 2% of net assets with a minimum of \$250,000 and a maximum of \$2 million	Approve above the RHM Governance level up to \$25 million	Approval \$25-\$50 million by Stewardship Committee and above that level by Board (upon recommendation by Stewardship Committee)	
V j	Auditor Selection (Trinity Health System and separate audits)			Recommend	Approve (upon recommendation by the Audit Committee)	
V k	Annual Trinity Health System Audit			Recommend	Approve (upon recommendation by the Audit Committee)	
VI	New Organizations and Major Transactions					
VI a	Major change affecting Trinity Health (merger, consolidation, creation, transfer, sale of substantially all assets)			Recommend	Approve	Approve

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
VI b	Major change affecting Ministry (merger, consolidation, creation, transfer, sale of all assets) not related to an Trinity Health System reorganization	Recommend	Recommend (Approve if required by State law)	Recommend	Approve	Approve as related to Sponsorship obligations
VI c	Major change affecting Ministry (merger, consolidation, creation, transfer, sale of all assets) related to a Trinity Health System reorganization	Recommend	Recommend (Approve if required by State law)	Recommend	Stewardship Committee Approve	Approve as related to Sponsorship obligations
VI d	Major change affecting Second Tier Subsidiaries (merger, consolidation, creation, transfer, sale of all assets)	Recommend	Approve	Approve		Approve as related to Sponsorship obligations
VI e	Internal operational reorganization affecting tier structure	Participate	Recommend	Approve		

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
VI f	Formation or acquisition of an entity in which Trinity Health will be the sole parent			Recommend	Approve	Approve as related to Sponsorship obligations
VI g	Joint venture or other enterprise affecting ownership of a Group I RHM or NHM	Recommend	Approve	Recommend	Approve	Approve as related to Sponsorship obligations
VI h	Joint venture or other enterprise affecting ownership of a Group II RHM or MHM	Recommend	Approve	Recommend	Approval by Stewardship Committee	Approve as related to Sponsorship obligations
VII	People Centered Care					
VII a	Trinity Health System Wide Quality and Safety Standards	Participates		Recommends	Approves (upon recommendation of the People Centered Care Committee)	

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
VII b	RHM Quality and Safety Standards (consistent with Trinity Health System Quality Standards)	Recommends	Approves			
VII c	Annual review of Trinity Health System Quality and Safety			Recommends	People Centered Care Committee Approves, Board Receives Report	
VII d	Annual review of RHM Quality and Safety	Recommends	Approves	Receive Report		

EXHIBIT A

MINISTRIES

Based on the FY 2015 Income Statement and Supplemental Materials

October 1, 2015

REGIONAL HEALTH MINISTRIES (RHMs) – GROUP I

Holy Cross Health (Maryland)
Holy Cross Hospital (Florida)
Loyola University Health System (Illinois)
Mercy Health (Michigan)
Mercy Health Services – Iowa (Iowa)
Mercy Health System of Southeastern Pennsylvania (Pennsylvania)
Mount Carmel Health System (Ohio)
Our Lady of Lourdes Health Care Services (New Jersey)
Saint Agnes Medical Center (California)
Saint Alphonsus Health System (Idaho)
St. Francis Care, Inc. (Connecticut)
Saint Joseph Mercy Health System (Michigan)
Saint Joseph Regional Medical Center (Indiana)
St. Joseph's Hospital Health Center (New York)
Sisters of Providence Health System (Massachusetts)
St. Mary Medical Center (Pennsylvania)
St. Mary's Health Care System (Georgia)
St. Peter's Health Partners (New York)

REGIONAL HEALTH MINISTRIES (RHMs) – GROUP II

Mercy Health System of Chicago (Illinois)
Saint Michael's Medical Center (New Jersey)
St. Francis Hospital (Delaware)
St. Francis Medical Center (New Jersey)

NATIONAL HEALTH MINISTRIES (NHMs)

Trinity Home Health Services (multi-state)
Trinity Senior Living Communities (multi-state)
Trinity PACE

MISSION HEALTH MINISTRIES (MHMs)

Allegheny Franciscan Ministries (Florida)
Global Health Ministry (Pennsylvania)
Mercy Medical (Alabama)
Pittsburgh Mercy Health System (Pennsylvania)
Saint Joseph's Health System (Georgia)

Approved by Trinity Health Executive and Governance Committee 6/18/14, effective 7/1/14; revised and approved by the Trinity Health Executive and Governance Committee on January 27, 2015; revised and approved by the Trinity Health Board of Directors on February 25, 2015; revised and approved by the Trinity Health Executive and Governance Committee on April 9, 2015; approved by Catholic Health Ministries on June 25, 2015.

SECRETARY OF THE STATE OF
CONNECTICUT
30 TRINITY STREET
P.O. BOX 150470
HARTFORD, CT 06115-0470

01/04/2016

Attn: DANIELLE RYAN-PRAUS
HINCKLEY ALLEN & SNYDER, LLP
20 CHURCH STREET
HARTFORD, CT 06103

RE: Acceptance of Business Filing **THIS IS NOT A BILL**

This letter is to confirm the acceptance of the following business filing:

Business Name:
JOHNSON HEALTH CARE, INC.

Type of Request:
AMEND NAME

Work Order Number	: 2016001221-007	Business Filing Number	: 0005457843
Filing Date/Time	: 01/04/2016 11:00 AM	Effective Date/Time	: 01/04/2016 11:00 AM
Work Order Payment Total	: \$560.00	Payment Received	: \$70.00
Credit on Account	: \$1,885.00	Customer ID	: 000308053
Business ID	: 1188473		

If you would like copies of this filing you must complete a Request for Corporate Copies and submit it with the appropriate fee.

RUBY VEAL
Commercial Recording Division
860-509-6003
www.concord-sots.ct.gov



SECRETARY OF THE STATE OF CONNECTICUT

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 160470, HARTFORD, CT 06115-0470

DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 90 TRINITY STREET, HARTFORD, CT 06108

PHONE: 860-509-6003

WEBSITE: www.concord-sots.ct.gov

CERTIFICATE OF AMENDMENT NONSTOCK CORPORATION

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS): NAME: Danielle Ryan-Praus ADDRESS: Hinckley, Allen & Snyder LLP 20 Church Street CITY: Hartford STATE: CT ZIP: 06103	FILING FEE: \$20 MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"
1. NAME OF CORPORATION: JHC Acquisition Corp.	
2. THE CERTIFICATE OF INCORPORATION IS (check A, B or C): <input checked="" type="checkbox"/> A. AMENDED <input type="checkbox"/> B. RESTATED <input type="checkbox"/> C. AMENDED AND RESTATED THE RESTATED CERTIFICATE CONSOLIDATES ALL AMENDMENTS INTO A SINGLE DOCUMENT	
3. TEXT OF EACH AMENDMENT / RESTATEMENT: Article I of the Certificate of Incorporation is hereby deleted in its entirety and substituted as follows: "The name of the Corporation is Johnson Health Care, Inc." The definition of "Corporation" under Article II is hereby deleted in its entirety and substituted as follows: "Corporation" shall mean Johnson Health Care, Inc., a Connecticut nonstock corporation."	

4. VOTE INFORMATION (CHECK A, B or C)


A. THE AMENDMENT WAS DULY APPROVED BY THE MEMBERS IN THE MANNER REQUIRED BY SECTIONS 33-1140 TO 33-1147 OF THE CONNECTICUT GENERAL STATUTES, AND BY THE CERTIFICATE OF INCORPORATION.

B. THE AMENDMENT WAS DULY APPROVED BY THE INCORPORATORS AND MEMBER APPROVAL WAS NOT REQUIRED.

C. THE AMENDMENT WAS DULY APPROVED BY THE BOARD OF DIRECTORS AND MEMBER APPROVAL WAS NOT REQUIRED.

5. EXECUTION:

DATED THIS 31st DAY OF December, 2015

NAME OF SIGNATORY	CAPACITY/TITLE OF SIGNATORY	SIGNATURE
Christopher Dadlez	President and Chief Executive Officer of Trinity Health – New England, Inc., sole member	

SECRETARY OF THE STATE OF
CONNECTICUT
30 TRINITY STREET
P.O. BOX 150470
HARTFORD, CT 06115-0470

11/24/2015

HINCKLEY ALLEN & SNYDER, LLP
20 CHURCH STREET
HARTFORD, CT 06103

RE: Acceptance of Business Filing **THIS IS NOT A BILL**

This letter is to confirm the acceptance of the following business filing:

Business Name:
JHC ACQUISITION CORP.

Type of Request:
CERTIFICATE OF INCORPORATION

Work Order Number	: 2015351361-001	Business Filing Number	: 0005436374
Filing Date/Time	: 11/24/2015 12:00 PM	Effective Date/Time	: 11/24/2015 12:00 PM
Work Order Payment Total	: \$100.00	Payment Received	: \$100.00
Credit on Account	: \$2,165.00	Customer ID	: 000308053
Business ID	: 1188473		

If you would like copies of this filing you must complete a Request for Corporate Copies and submit it with the appropriate fee.

ELISSA MACMILLAN
Commercial Recording Division
860-509-6003
www.concord-sots.ct.gov



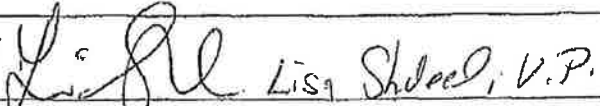

SECRETARY OF THE STATE OF CONNECTICUT

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 150470, HARTFORD, CT 06115-0470
DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06106
PHONE: 860-509-6003 WEBSITE: www.concord-sofs.ct.gov

CERTIFICATE OF INCORPORATION NONSTOCK CORPORATION

USE INK. COMPLETE ALL SECTIONS PRINT OR TYPE. ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS): NAME: Danielle Ryan-Praus ADDRESS: Hinckley, Allen & Snyder, LLP 20 Church Street CITY: Hartford STATE: CT ZIP: 06103		FILING FEE: \$50 MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"
1. NAME OF CORPORATION: JHC Acquisition Corp.		
<i>THE CORPORATION IS NONPROFIT AND SHALL NOT HAVE OR ISSUE SHARES OF STOCK OR MAKE DISTRIBUTIONS.</i>		
2. PLACE A CHECK NEXT TO THE APPROPRIATE STATEMENT: <input type="checkbox"/> A. THE CORPORATION SHALL NOT HAVE MEMBERS. <input type="checkbox"/> B. THE CORPORATION SHALL ONLY HAVE MEMBERS, WHICH ARE NOT ENTITLED TO VOTE. <input checked="" type="checkbox"/> C. THE CORPORATION SHALL HAVE ONE CLASS OF MEMBERS. <input type="checkbox"/> D. THE CORPORATION SHALL HAVE MULTIPLE CLASSES OF MEMBERS WHICH CLASSES ARE DESIGNATED AS FOLLOWS: <small>PLEASE NOTE: THE MANNER OF ELECTION AND APPOINTMENT OF MEMBERS ALONG WITH THEIR QUALIFICATIONS AND RIGHTS MAY BE SET FORTH IN THIS CERTIFICATE OR IN THE CORPORATION'S BYLAWS. PLEASE SEE C.G.S. § 33-1055 & -1056.</small>		
3. APPOINTMENT OF REGISTERED AGENT: (PLEASE SELECT ONLY ONE A. OR B.) A. INDIVIDUAL'S AGENT NAME:		
BUSINESS ADDRESS: (P.O. BOX UNACCEPTABLE) ADDRESS: CITY: STATE: ZIP:	RESIDENCE ADDRESS: (P.O. BOX UNACCEPTABLE) ADDRESS: CITY: STATE: ZIP:	
B. BUSINESS ENTITY AGENT NAME: CT Corporation System ADDRESS: (P.O. BOX UNACCEPTABLE) ADDRESS: One Corporate Center CITY: Hartford STATE: CT ZIP: 06103		

ACCEPTANCE OF APPOINTMENT		
 SIGNATURE OF AGENT		
4. THE NATURE OF THE ACTIVITIES TO BE CONDUCTED OR THE PURPOSES TO BE PROMOTED BY THE CORPORATION:		
See attached.		
5. OTHER INFORMATION:		
See attached.		
6. CORPORATION EMAIL ADDRESS - REQUIRED : (IF NONE, MUST STATE "NONE.")		
None		
7. EXECUTION; CERTIFICATE MUST BE SIGNED BY EACH INCORPORATOR		
DATED THIS <u>24</u> DAY OF <u>November</u> , 20 <u>15</u>		
NAME OF INCORPORATOR	ADDRESS	SIGNATURE(S)
Thomas S. Marrion	ADDRESS: 20 Church Street CITY: Hartford STATE: CT ZIP: 06103	
	ADDRESS: CITY: STATE: ZIP:	
	ADDRESS: CITY: STATE: ZIP:	
	ADDRESS: CITY: STATE: ZIP:	

Certificate of Incorporation of

JHC Acquisition Corp.

A Connecticut Nonstock Corporation

ARTICLE I

Name

The name of the Corporation is JHC Acquisition Corp.

ARTICLE II

Definitions

For the purposes of this Certificate, the following defined terms shall have the following meanings:

"Affiliate" means a corporation or other entity that is subject to the direct or indirect Control or Ownership (as defined in the Bylaws) of the Corporation.

"Board" or "Board of Directors" means the Board of Directors of the Corporation, and the term "Director" means an individual member of the Board.

"Catholic Health Ministries" or "CHM" means Catholic Health Ministries, a public juridic person that is the religious sponsor of the Corporation under the canon law of the Roman Catholic Church.

"Catholic Identity" means the theological, ethical, and canonical underpinnings of a Catholic-sponsored organization without which the entity cannot be considered a Roman Catholic church-related ministry.

"Certificate of Incorporation" means the Certificate of Incorporation of the Corporation, as amended or restated from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Corporation" shall mean JHC Acquisition Corp., a Connecticut nonstock corporation.

"Governance Documents" means the Articles of Incorporation, Certificate of Incorporation, Code of Regulations, System Authority Matrix, Bylaws or equivalent organizational documents of a corporation or other entity.

"Health System" or "Trinity Health System" means the health system which consists of Trinity Health and its subsidiaries and Affiliates.

"Member" shall refer to Trinity Health – New England, Inc., a Connecticut nonstock corporation which is the sole member of the Corporation.

"Significant Finance Matters" shall refer to the following matters which pursuant to the System Authority Matrix are subject to the approval of Trinity Health: (a) capital expenditures and dispositions; (b) incurrence of additional debt; and (c) execution of contracts and leases.

"System Authority Matrix" refers to the document that sets forth an allocation of corporate governance authority that is binding on the Corporation and its Affiliates as part of the Health System, as may be amended by Trinity Health from time to time.

"Trinity Health" means Trinity Health Corporation, an Indiana nonprofit corporation, its successors and assigns.

ARTICLE III

Purposes

The Corporation shall be organized and operated exclusively for religious, charitable, scientific, and educational purposes within the meaning of Section 501(c)(3) of the Code. The Corporation shall not have or issue shares of stock or make distributions. The Corporation shall have no power to act in a manner which is not exclusively within the contemplation of Section 501(c)(3) of the Code, and the Corporation shall not engage directly or indirectly in any activity which would prevent it from qualifying, and continuing to qualify, as a Corporation as described in Section 501(c)(3) of the Code. Without limiting the generality of the foregoing, the purposes for which the Corporation is organized are to advance, promote, support, and carry out the purposes of Trinity Health Corporation, an Indiana nonprofit corporation, or its successor, and to further the apostolate and charitable works of Catholic Health Ministries on behalf of and as an integral part of the Roman Catholic Church in the United States. Without limiting the generality of the foregoing, the specific purposes of the Corporation shall include the following:

- A. To carry out the purposes of Trinity Health – New England, Inc., a Connecticut nonstock corporation, or its successor, which is the Member of the Corporation, and to further the apostolate of Catholic Health Ministries on behalf of and as an integral part of the Roman Catholic Church in the United States;
- B. To engage in the delivery of and to carry on, sponsor or participate, directly or through one or more affiliates, in any activities related to the delivery of health care and health care related services of every kind, nature and description which, in the opinion of the Directors of the Corporation, are appropriate in carrying out the health care mission of the Trinity Health and Catholic Health Ministries. The Corporation shall take all such actions including, but not limited to, support and assistance of affiliates, as may be necessary or desirable to accomplish the foregoing purpose within the restrictions and limitations of this Certificate of Incorporation, the Bylaws of the Corporation or applicable law, including,

without limitation, to assist JMH Acquisition Corporation ("JMH"), a Connecticut nonstock corporation, in carrying out its tax-exempt functions;

- C. To promote, support and further any and all charitable, scientific, religious and educational purposes within the meaning of Section 501(c)(3) of the Code;
- D. To coordinate and oversee the activities of Affiliates, and to allocate the assets, liabilities and resources of the Corporation and its Affiliates within the Health System;
- E. To acquire, purchase, own, loan and borrow, erect, maintain, hold, use, control, manage, invest, exchange, convey, transfer, sell, mortgage, lease and rent all real and personal property of every kind and nature, which may be necessary or incidental to the accomplishment of any and all of the above purposes;
- F. To accept, receive and hold, in trust or otherwise, all contributions, legacies, bequests, gifts and benefactions which may be left, made or given to the Corporation, or its predecessor or constituent corporations, by any person, persons or organizations;
- G. To take all such actions as may be necessary or desirable to accomplish the foregoing purposes within the restrictions and limitations of this Certificate of Incorporation, the Bylaws of the Corporation and applicable law, provided that no substantial part of the activities of the Corporation shall be to carry out propaganda, or to otherwise attempt to influence legislation; and the Corporation shall not participate or intervene in any political campaign on behalf of or in opposition of any candidate for public office (by the publishing or distribution of statements or otherwise), in violation of any provisions applicable to corporations exempt from taxation under Section 501(c)(3) of the Code and the regulations promulgated thereunder as they now exist or as they may be amended;
- H. The Corporation shall not be operated for the pecuniary gain or profit, incidental or otherwise, of any private individual, and no part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its Directors, Officers or other private individuals, except the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to or for the Corporation and to make payments and distributions in furtherance of the purposes set forth herein consistent with applicable law; and
- I. Notwithstanding any other provisions of this Certificate of Incorporation, the Corporation shall not carry on any activity not permitted to be carried

on by: (i) a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (ii) a corporation, contributions to which are deductible under Section 170(c)(2) of the Code; and a corporation described in Section 509(a)(3) of the Code (or, if the Corporation is classified, Section 509(a)(1) or 509(a)(2) of the Code).

ARTICLE IV

Catholic Identity

The activities of the Corporation shall be carried out in a manner consistent with the teachings of the Roman Catholic Church and "Founding Principles of Catholic Health Ministries" or successor documents which set forth principles describing how the apostolic and charitable works of Catholic Health Ministries are to be carried out, as well as the values and principles inherent in the medical-moral teachings of the Roman Catholic Church (such as the *Ethical and Religious Directives for Catholic Health Care Services* as promulgated from time to time by the United States Conference of Catholic Bishops (or any successor organization), as amended from time to time). Under Canon Law, Catholic Health Ministries shall retain its canonical stewardship with respect to those facilities, real or personal property, and other assets that constitute the temporal goods belonging, by operation of Canon Law, to Catholic Health Ministries. No alienation, within the meaning of Canon Law, of property considered to be stable patrimony of Catholic Health Ministries shall occur without prior approval of Catholic Health Ministries.

ARTICLE V

Organization

The Corporation is a religious corporation, organized on a non-stock basis as a membership corporation. The Corporation's sole member is Trinity Health – New England, Inc., a Connecticut nonstock corporation.

ARTICLE VI

Registered Office and Resident Agent

The address of the Corporation's registered office is c/o CT Corporation System, One Corporate Center, Hartford, CT 06103. The resident agent of the Corporation is CT Corporation System, One Corporate Center, Hartford, CT 06103. The address of the Corporation's registered office and/or name of the Corporation's resident agent may be changed from time to time by the Board of Directors of the Corporation.

ARTICLE VII

Membership

Trinity Health -- New England, Inc., a Connecticut nonstock corporation ("Member"), is the sole member of the Corporation. The Member shall be entitled to all rights and powers of a member under Connecticut law, this Certificate of Incorporation and the Bylaws of the Corporation. Certain rights and powers related to the Corporation are reserved to the Member and Trinity Health under the Corporation's Governance Documents. Action by the Corporation shall not be taken or authorized until the Member and Trinity Health, as required, shall have exercised their respective reserved powers in the manner provided in the Governance Documents. The following powers are reserved to the Member and Trinity Health:

- a. As reserved to the Member:
 - (a) Approve the amendment or restatement of the Certificate of Incorporation and Bylaws of the Corporation, in whole or in part, and recommend the same to Trinity Health for adoption;
 - (b) Appoint and remove members of the Corporation's Board of Directors;
 - (c) Appoint and remove the President of the Corporation;
 - (d) Approve the strategic plan of the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption as part of the consolidated strategic plan of the Regional Health Ministry in which the Corporation participates;
 - (e) Approve those Significant Finance Matters which pursuant to the System Authority Matrix are subject to the authority of the Member, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;
 - (f) Approve the annual operating and capital budgets of the Corporation, and recommend the same to Trinity Health for adoption as part of the consolidated operating and capital budgets of the Regional Health Ministry in which the Corporation participates;
 - (g) Approve any merger, consolidation, transfer or relinquishment of membership rights, or the sale of all or substantially all of the operating assets of the Corporation (certain transactions and transfers of real property and immovable goods may also be subject to the approval of Catholic Health Ministries), and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;
 - (h) Approve any dissolution, winding up or abandonment of operations, liquidation, filing of action in bankruptcy, receivership or similar action affecting the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

- (i) Approve any formation or dissolution of Affiliates, partnerships, co-sponsorships, joint membership arrangements, and other joint ventures involving the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;
 - (j) Approve any pledge or encumbrance of assets whether pursuant to a sale, capital lease, mortgage, disposition, hypothecation, or other transaction in excess of limits established by Trinity Health (pledges or encumbrances of certain real property and immovable goods may also be subject to the approval of Catholic Health Ministries), and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;
 - (k) Approve any change to the structure or operations of the Corporation which would affect its status as a nonprofit entity, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and recommend the same to Trinity Health for approval; and
 - (l) Approve all other matters and take all other actions reserved to members of nonstock corporations (or shareholders of for-profit-corporations, as the case may be) by the laws of the state in which the Corporation is domiciled or as reserved in the Governance Documents of the Corporation.
- b. As reserved to Trinity Health:
- (a) Adopt, amend, modify or restate the Certificate of Incorporation and Bylaws of the Corporation, in whole or in part, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
 - (b) Approve those Significant Finance Matters which pursuant to the System Authority Matrix are subject to the authority of Trinity Health, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
 - (c) Approve any merger, consolidation, transfer or relinquishment of membership rights, or the sale of all or substantially all of the operating assets of the Corporation (certain transactions and transfers of real property and immovable goods may also be subject to the approval of Catholic Health Ministries), or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
 - (d) Approve any dissolution, winding up or abandonment of operations, liquidation, filing of action in bankruptcy, receivership or similar action affecting the Corporation, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

- (e) Approve any formation or dissolution of Affiliates, partnerships, co-sponsorships, joint membership arrangements, and other joint ventures involving the Corporation, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
- (f) Approve any pledge or encumbrance of assets whether pursuant to a sale, capital lease, mortgage, disposition, hypothecation, or other transaction in excess of limits established by Trinity Health (pledges or encumbrances of certain real property and immovable goods may also be subject to the approval of Catholic Health Ministries), or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
- (g) Approve any change to the structure or operation of the Corporation which would affect its status as a nonprofit entity, exempt from taxation under Section 501(c) of the Internal Revenue Code, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
- (h) Appoint and remove the independent fiscal auditor of the Corporation;
- (i) In recognition of the benefits accruing to the Corporation from Trinity Health, and in addition to any other rights reserved to Trinity Health under applicable law or Governance Documents of the Corporation, Trinity Health shall have the power to transfer assets of the Corporation, or to require the Corporation to transfer assets, to Trinity Health or an entity Controlled by, Controlling or under common Control with Trinity Health, whether within or without the state of domicile of the Corporation, to the extent necessary to accomplish Trinity Health's goals and objectives. The Corporation shall not be required to violate its corporate or charitable purposes, the terms of any restricted gifts, the covenants of its debt instruments, or the law of any applicable jurisdiction as a result of any asset transfers to be made to or directed by the Member or Trinity Health pursuant to this provision; and
- (j) Neither the Corporation, nor any of its Affiliates, shall transfer assets to entities other than Trinity Health without the approval of Trinity Health, except for (i) transfers previously approved by Trinity Health, either individually or as part of Trinity Health's budget process, (ii) transfers to any entity which is a direct or indirect subsidiary of Trinity Health and that is subject to the reserved powers set forth in this Certificate, or (iii) transfers in the ordinary course of business.

ARTICLE VIII

Indemnification and Standard of Care

Section 1. Indemnification. The Corporation shall, to the maximum extent allowed by law, indemnify those persons who are serving or have served as members, trustees, directors, religious congregations or other canonical persons serving as sponsors, officers, employees, committee members, or agents of the Corporation, and those who are serving or

have served at the request of the Corporation as a trustee, director, religious congregation or other canonical person serving as sponsor, officer, manager, partner, employee, committee member, or agent of another corporation, partnership, joint venture, trust, employee benefit plan, limited liability company or other enterprise, whether for profit or nonprofit, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding.

Section 2. Insurance. Except as may be limited by law, the Corporation may purchase and maintain insurance on behalf of any person who is or was a member, director, trustee, religious congregation or other canonical person serving as sponsor, officer, director, committee member, employee, or agent of the Corporation, or who is or was serving at the request of the Corporation as a trustee, religious congregation or other canonical person serving as sponsor, officer, director, committee member, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, to protect against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have power to indemnify him or her against such liability under state law.

Section 3. Standard of Care. Each Director shall stand in a fiduciary relation to the Corporation and shall perform his or her duties as a Director, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

Section 4. Justifiable Reliance. In performing his or her duties, a Director (including when such Director is acting as an officer of the Corporation) shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

- a. One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented.
- b. Counsel, public accountants or other persons on matters that the Director reasonably believes to be within the professional or expert competence of such person.
- c. A committee of the Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.
- d. A Director shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

Section 5. Consideration of Factors. In discharging the duties of their respective positions, the Board of Directors, committees of the Board and individual Directors may, in considering the best interests of the Corporation, consider the effects of any action upon employees, upon suppliers and customers of the Corporation and upon communities in which

offices or other establishments of the Corporation are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described herein.

Section 6. Presumption. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any actions shall be presumed to be in the best interests of the Corporation.

Section 7. Personal Liability of Director. No Director shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless the Director has breached or failed to perform the duties of his or her office under the standards described herein, has engaged in self-dealing, or the action or inaction constitutes willful misconduct or recklessness. The provisions of this Section shall not apply to the responsibility or liability of a Director pursuant to any criminal statute or the liability of a Director for the payment of taxes pursuant to local, state or federal law.

Nothing in this Article is intended to preclude or limit the application of any other provision of law that may provide a more favorable standard or higher level of protection for the Corporation's Directors.

ARTICLE IX

Dissolution

Subject to any approvals described in this Certificate of Incorporation or the Bylaws of the Corporation, upon the dissolution and final liquidation of the Corporation, all of its assets, after paying or making provision for payment of all its known debts, obligations and liabilities, and returning, transferring or conveying assets held by the Corporation conditional upon their return, transfer or conveyance upon dissolution of the Corporation, shall be distributed to the Member of this Corporation or its successor, so long as such distributee is an organization exempt from federal income tax by virtue of being an organization as described in Section 501(c)(3) of the Code. Any such assets not disposed of in accordance with the foregoing shall be distributed to Trinity Health Corporation, an Indiana nonprofit corporation or its successor, so long as such distributee is an organization exempt from federal income tax by virtue of being an organization as described in Section 501(c)(3) of the Code. Any assets not so disposed of in accordance with the foregoing shall be distributed to one or more corporations, trusts, funds or organizations which at the time appear in the Official Catholic Directory published annually by P.J. Kenedy & Sons or any successor publication, or are controlled by any such corporation, trust, fund or organization that so appears, and are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code, as in the sole judgment of the Catholic Health Ministries have purposes most closely aligned to those of the Corporation, subject to any approvals described in this Certificate of Incorporation or the Bylaws of the Corporation and applicable law. Any assets not so disposed of shall be disposed of by a court of competent jurisdiction exclusively to one or more corporations, trusts, funds or other organizations as said court shall determine, which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code and which are organized and operated exclusively for

BYLAWS OF JHC ACQUISITION CORP.

JHC Acquisition Corp. (the "Corporation") changed its name to Johnson Health Care, Inc. effective January 4, 2015. The Bylaws of the Corporation are attached hereto.

BYLAWS
OF
JHC ACQUISITION CORPORATION
A CONNECTICUT NONSTOCK CORPORATION

Effective Date: _____, 2015

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Article I. DEFINITIONS

For the purposes of these Bylaws, the following defined terms shall have the following meanings:

“Affiliate” means a corporation or other entity that is subject to the direct or indirect Control or Ownership of the Corporation.

"Board" or "Board of Directors" means the Board of Directors of the Corporation, and the term “Director” means an individual member of the Board.

"Catholic Health Ministries" or "CHM" means Catholic Health Ministries, a public juridic person that is the religious sponsor of the Corporation under the canon law of the Roman Catholic Church.

"Catholic Identity" means the theological, ethical, and canonical underpinnings of a Catholic-sponsored organization without which the entity cannot be considered a Roman Catholic church-related ministry.

“Certificate of Incorporation” means the Certificate of Incorporation of the Corporation, as amended or restated from time to time.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

“Control” or “Ownership” will be deemed to exist:

(i) as to a corporation: (a) through ownership of the majority of voting stock or the ownership of the class of stock which exercises reserved powers, if it is a stock corporation; or (b) through serving as member and having the power to appoint (including through appointing one’s own directors or officers who then serve *ex officio* as to the Affiliate) the majority of the voting members or the class of members which exercises reserved powers, if it is a corporation with members; or (c) through having the power to appoint (including through appointing one’s own directors or officers who then serve *ex officio* as to the Affiliate) the majority of the voting directors or trustees or the controlling class of directors or trustees, if it is a corporation without members; or

(ii) as to a partnership or other joint venture: through the possession of sufficient controls over the activities of the partnership or joint venture that the entity having control is permitted to consolidate the activities of the partnership or joint venture on its financial statements under generally accepted accounting principles.

The terms “Controlled,” “Controlling,” “Owned” or “Owning” shall be subsumed within the definitions of “Control” or “Ownership.”

“Corporation” shall mean JHC Acquisition Corporation, a Connecticut nonstock corporation.

"Governance Documents" means the Articles of Incorporation, Certificate of Incorporation, Bylaws, System Authority Matrix, Code of Regulations or equivalent organizational documents of a corporation or other entity.

“Health System” or “Trinity Health System” means the health system which consists of Trinity Health and its subsidiaries and Affiliates.

“Key Bylaws Provisions” shall refer to sections of these Bylaws that concern any of the following: (a) the name and corporate purposes of the Corporation; (b) the Catholic Identity and Mission and Core Values of the Corporation and the powers exercisable by CHM; (c) the identity of, reserved powers exercisable by, and other matters pertaining to, the Member and Trinity Health; and (d) the authority and membership (including election, composition and removal) of the Board of Directors of the Corporation.

“Member” shall refer to Trinity Health – New England, Inc., a Connecticut nonstock corporation which is the sole member of the Corporation.

"Regional Health Ministry" or “RHM” is an Affiliate or operating division within the Health System that maintains a governing body that has day to day management oversight of a designated portion of the Health System, subject to certain authorities that are reserved to Trinity Health. RHMs may be based on a geographical market or dedicated to a service line or business.

“Significant Finance Matters” shall refer to the following matters which pursuant to the System Authority Matrix are subject to the approval of Trinity Health: (a) capital expenditures and dispositions; (b) incurrence of additional debt; and (c) execution of contracts and leases.

“System Authority Matrix” refers to the document that sets forth an allocation of corporate governance authority that is binding on the Corporation and its Affiliates as part of the Health System, a copy of which is attached and incorporated into these Bylaws as Exhibit A, and as may be amended by Trinity Health from time to time.

“Trinity Health” means Trinity Health Corporation, an Indiana nonprofit corporation, its successors and assigns.

Article II. PURPOSES

Section 2.01 Purposes

The purposes of the Corporation are set forth in the Certificate of Incorporation of the Corporation.

Section 2.02 Catholic Identity

The activities of the Corporation shall be carried out in a manner consistent with the teachings of the Roman Catholic Church and "Founding Principles of Catholic Health Ministries" or successor documents which set forth principles describing how the apostolic and charitable works of Catholic Health Ministries are to be carried out, as well as the values and principles inherent in the medical-moral teachings of the Roman Catholic Church (such as the *Ethical and Religious Directives for Catholic Health Care Services* as promulgated from time to time by the United States Conference of Catholic Bishops (or any successor organization), as amended from time to time).

Section 2.03 Mission Statement

The Mission and Core Values of the Corporation shall be as adopted and approved from time to time by Catholic Health Ministries. The mission statement may by action of the Corporation's Board of Directors be supplemented by reference to the purposes of the Corporation. The mission statement of the Corporation shall be as follows:

"We serve together in the spirit of the Gospel as a compassionate and transforming healing presence within our communities."

The mission statement may by action of the Corporation's Board of Directors be supplemented by reference to the purposes of the Corporation.

Section 2.04 Alienation of Property

Under Canon Law, Catholic Health Ministries shall retain its canonical stewardship with respect to those facilities, real or personal property, and other assets that constitute the temporal goods belonging, by operation of Canon Law, to Catholic Health Ministries. No alienation, within the meaning of Canon Law, of property considered to be stable patrimony of Catholic Health Ministries shall occur without prior approval of Catholic Health Ministries.

Article III. MEMBER

Section 3.01 Sole Member

The sole member of the Corporation is Trinity Health – New England, Inc., a Connecticut nonstock corporation, or its successors or assigns.

Section 3.02 Member Authority

The following actions shall be reserved exclusively to the Member of the Corporation. Subject to the reserved powers of Trinity Health, the Member may initiate and implement any proposal with respect to any of the following, or if any proposal with respect to any of the following is otherwise initiated, it shall not become effective unless the requisite approvals and other actions shall have been taken by the Member and Trinity Health, as required pursuant to the Corporation's Governance Documents:

(a) Approve the amendment or restatement of the Certificate of Incorporation and Bylaws of the Corporation, in whole or in part, and recommend the same to Trinity Health for adoption;

(b) Appoint and remove members of the Corporation's Board of Directors;

(c) Appoint and remove the President of the Corporation;

(d) Approve the strategic plan of the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption as part of the consolidated strategic plan of the Regional Health Ministry in which the Corporation participates;

(e) Approve those Significant Finance Matters which pursuant to the System Authority Matrix are subject to the authority of the Member, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(f) Approve the annual operating and capital budgets of the Corporation, and recommend the same to Trinity Health for adoption as part of the consolidated operating and capital budgets of the Regional Health Ministry in which the Corporation participates;

(g) Approve any merger, consolidation, transfer or relinquishment of membership rights, or the sale of all or substantially all of the operating assets of the Corporation (certain transactions and transfers of real property and immovable goods may also be subject to the approval of Catholic Health Ministries), and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(h) Approve any dissolution, winding up or abandonment of operations, liquidation, filing of action in bankruptcy, receivership or similar action affecting the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(i) Approve any formation or dissolution of Affiliates, partnerships, co-sponsorships, joint membership arrangements, and other joint ventures involving the

Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(j) Approve any pledge or encumbrance of assets whether pursuant to a sale, capital lease, mortgage, disposition, hypothecation, or other transaction in excess of limits established by Trinity Health (pledges or encumbrances of certain real property and immovable goods may also be subject to the approval of Catholic Health Ministries), and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(k) Approve any change to the structure or operations of the Corporation which would affect its status as a nonprofit entity, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and recommend the same to Trinity Health for approval; and

(l) Approve all other matters and take all other actions reserved to members of nonprofit corporations (or shareholders of for-profit-corporations, as the case may be) by the laws of the state in which the Corporation is domiciled or as reserved in the Governance Documents of the Corporation.

Section 3.03 Reserved Powers of Trinity Health

The following actions shall be reserved exclusively to Trinity Health. Trinity Health may initiate and implement any proposal with respect to any of the following, or if a proposal with respect to any of the following is otherwise initiated, it shall not become effective unless the requisite approval and other actions shall have been taken by Trinity Health, as required pursuant to the Corporation's Governance Documents:

(a) Adopt, amend, modify or restate the Certificate of Incorporation and Bylaws of the Corporation, in whole or in part, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(b) Approve those Significant Finance Matters which pursuant to the System Authority Matrix are subject to the authority of Trinity Health, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(c) Approve any merger, consolidation, transfer or relinquishment of membership rights, or the sale of all or substantially all of the operating assets of the Corporation (certain transactions and transfers of real property and immovable goods may also be subject to the approval of Catholic Health Ministries), or Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(d) Approve any dissolution, winding up or abandonment of operations, liquidation, filing of action in bankruptcy, receivership or similar action affecting the Corporation, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(e) Approve any formation or dissolution of Affiliates, partnerships, co-sponsorships, joint membership arrangements, and other joint ventures involving the Corporation, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(f) Approve any pledge or encumbrance of assets whether pursuant to a sale, capital lease, mortgage, disposition, hypothecation, or other transaction in excess of limits established by Trinity Health (pledges or encumbrances of certain real property and immovable goods may also be subject to the approval of Catholic Health Ministries), or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(g) Approve any change to the structure or operation of the Corporation which would affect its status as a nonprofit entity, exempt from taxation under Section 501(c) of the Internal Revenue Code, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(h) Appoint and remove the independent fiscal auditor of the Corporation;

(i) In recognition of the benefits accruing to the Corporation from Trinity Health, and in accordance to any other rights reserved to Trinity Health under applicable law or Governance Documents of the Corporation, Trinity Health shall have the power to transfer assets of the Corporation, or to require the Corporation to transfer assets, to Trinity Health or an entity Controlled by, Controlling or under common Control with Trinity Health, whether within or without the state of domicile of the Corporation, to the extent necessary to accomplish Trinity Health's goals and objectives. The Corporation shall not be required to violate its corporate or charitable purposes, the terms of any restricted gifts, the covenants of its debt instruments, or the law of any applicable jurisdiction as a result of any asset transfers to be made to or directed by the Member or Trinity Health pursuant to this provision; and

(j) Neither the Corporation, nor any of its Affiliates, shall transfer assets to entities other than Trinity Health without the approval of Trinity Health, except for (i) transfers previously approved by Trinity Health, either individually or as part of Trinity Health's budget process, (ii) transfers to any entity which is a direct or indirect subsidiary of Trinity Health and that is subject to the reserved powers set forth in Sections 3.02 and 3.03 of these Bylaws, or (iii) transfers in the ordinary course of business.

Section 3.04 Meetings of the Member

Meetings of the Member shall be held at the principal office of the Member or as otherwise provided in the bylaws of the Member at such time and date determined in accordance with the bylaws of the Member. Notice of meetings of the Member shall be given in accordance with the bylaws of the Member.

Article IV. BOARD OF DIRECTORS

Section 4.01 Duties and Powers

With the exception of the powers reserved to the Member, Trinity Health or Catholic Health Ministries under the Corporation's Governance Documents or applicable law, the Board of Directors shall govern, regulate and direct the affairs and business of the Corporation, carry out such policies and guidelines as adopted by the Member and Trinity Health and carry out such responsibilities as shall be delegated to it by the Member and Trinity Health, all in a manner consistent with the Mission and Core Values of the Corporation. Additional descriptions of the duties and powers of the Board of Directors are set forth in the System Authority Matrix. Among the matters under the direction of the Corporation's Board of Directors are the following actions:

- (a) Elect the officers of the Corporation (except the President);
- (b) Adopt and amend from time to time rules, regulations, and policies for the conduct of the operations and affairs of the Corporation;
- (c) Develop and monitor the Corporation's quality improvement programs and approve quality and safety standards that shall be consistent with Trinity Health System quality and safety standards;
- (d) Conduct an annual review of the Corporation's quality and safety performance; and
- (e) Recommend to the Member or Trinity Health matters relating to the Corporation that require the approval or other action of the Member or Trinity Health pursuant to the Corporation's Governance Documents.

Section 4.02 Appointments and Composition

The Member shall appoint a Board of Directors on the basis of qualifications and criteria established by the Member. Except as otherwise authorized by action of the Member, the members of the Corporation's Board of Directors shall include: (i) at least one representative of the Member, designated by the Member (who shall serve ex officio with vote) (the "Member Director"), and, unless the Chief Executive Officer/Executive Vice Chief Executive Officer of the Corporation is designated as the Member Director, the Chief Executive Officer/Executive Vice Chief Executive Officer of the Corporation (who shall serve ex officio with vote), (ii) at least one physician, and (iii) members of the local community or members or associates of a Roman Catholic religious congregation who need not reside in the local community. Any exception to the Board composition requires the approval of the Member. The size of the Board shall be established by the Member, by policy or otherwise.

Section 4.03 Term

Directors shall serve a three-year term, or such shorter term as may be determined by the Member in order to achieve continuity in board composition. Ex officio members of the Board of Directors shall cease to be Directors upon the termination of their service in the office resulting in their ex officio service on the Board of Directors. Other than ex officio members, no Directors may serve for more than nine (9) consecutive years, unless appointed to complete the unexpired term of another Director, in which case a Director may serve for up to ten (10) consecutive years. Former Directors are eligible for reappointment after a one-year absence from service.

Section 4.04 Annual Meeting of the Board of Directors

An annual meeting of the Board of Directors shall be held at any time during the last six months of the calendar year for the purpose of the appointment of officers and the transaction of such other business as may properly come before the meeting. Notice of the annual meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting. The meeting notice shall specify the date, time and place of the meeting. Presence at any such meeting shall be deemed to be waiver of notice of said meeting.

Section 4.05 Regular Meetings and Notice

Regular meetings of the Board of Directors shall be held as determined by the Board but no less frequently than quarterly at such time, place and date as determined from time to time by the Board of Directors. An agenda, indicating items requiring a vote of the members of the Board of Directors, together with copies of reports, statements and other supporting information shall be mailed by the Chief Executive Officer prior to meetings. No notice of regular meetings shall be required other than the resolution setting the time, place and date of the meeting.

Section 4.06 Special Meetings and Notice

Special meetings of the Board may be called by or at the request of the Chair, by written request of any two (2) members of the Board, or by the Member. The special meeting shall be held within five (5) days after receipt of such request. Notice of the special meeting shall be given in writing, personally, by telephone, electronic transmission or by facsimile transmission at least forty-eight (48) hours prior to the special meeting. The notice of any special meeting shall state the purpose for which it is called. No other business shall be transacted at the special meeting except for that business stated in the notice.

Section 4.07 Waiver of Notice

Attendance of a Director at a meeting constitutes a waiver of notice of the meeting except where a Director attends a meeting for the express purpose of objecting to the transaction

of any business because the meeting is not lawfully called or convened. Notice also may be waived in writing, either before or after the meeting.

Section 4.08 Quorum and Valid Director Action

At all meetings of the Board, a simple majority of the Directors then in office shall constitute a quorum for the transaction of business. The vote of a majority of the Directors present and voting at any meeting at which a quorum is present shall constitute the act of the Board, unless the vote of a larger number is specifically required by law, or by the Certificate of Incorporation, Bylaws or policies of the Corporation.

Section 4.09 Written Consents

Any action required or permitted to be taken by vote at any meeting of the Board or of any committee thereof may be taken without a meeting, if before or after the action, all members of the Board or committee consent in writing. The written consents shall be filed with the minutes of proceedings of the Board or committee. Such consents shall have the same effect as a vote of the Board or committee for all purposes.

Section 4.10 Communication Equipment

Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of teleconference, video conference or similar communications equipment by virtue of which all persons participating in the meeting may hear each other if all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

Section 4.11 Resignation

Any Director may resign by written notice to the Chair of the Board. The Chair of the Board may resign by written notice to the Corporation's President who shall promptly thereafter notify the entire Board of Directors. Resignations shall be effective upon receipt or at a subsequent time if specified in the notice of resignation.

Section 4.12 Removal

Any Director may be removed with or without cause at any time by the Member. Absences of a Director from three (3) consecutive regular meetings of the Board of Directors may constitute cause for removal from the Board of Directors.

Section 4.13 Periodic Performance Review

The Board of Directors shall periodically review its own performance and issue reports to Trinity Health summarizing the results of its review.

Article V. MEDICAL STAFF

Section 5.01 Medical Staff

The Board of Directors shall have final responsibility for (i) appointment and reappointment of the members of the Medical staff and delineation of their staff privileges; (ii) taking such corrective action relating to Medical staff members as it deems appropriate; (iii) ratifying the selection of Medical staff officers made by the Medical staff; (iv) ratifying the selection of heads of the departments of the Medical staff; (v) reviewing and monitoring the quality improvement programs developed by the Medical staff; and (vi) determining which categories of practitioners are eligible for appointment to the Medical staff. The Board of Directors reserves the authority to take any direct action with respect to any Medical staff appointee action it deems to be in the best interests of the Corporation, whether initiated by the Medical staff or not, and the decision of the Board shall be final.

Article VI. COMMITTEES

Section 6.01 Committees

The Executive Committee of the Board of Directors and such other committees as state law may require shall be standing committees of the Corporation. The Board of Directors may establish such additional standing or special committees from time to time as it shall deem appropriate to conduct the activities of the Corporation and shall define the powers and responsibilities of such committees. Those other committees shall serve at the pleasure of the Board. The Corporation shall not have a separate audit committee as matters related to the audit of the Corporation's finances are consolidated at the Trinity Health level. The Board shall establish the purpose, composition, term and other operating matters relative to each such other committee. Each committee shall keep minutes in some manner reasonably intended to record the business that occurred at the meeting and shall forward these minutes to the Board of Directors.

Section 6.02 Executive Committee

There shall be an Executive Committee, consisting of the Chair of the Board, who shall serve as chair of the Executive Committee, the Chief Executive Officer, and at least two (2) other Directors selected by vote of the Board of Directors. All members of the Executive Committee must be members of the Board of Directors. The Executive Committee shall meet on the call of the Chair or President. Except as otherwise provided by resolution of the Board or as limited by law, the Executive Committee shall exercise the power and authority of the Board when necessary or advisable between meetings of the Board and shall exercise such other powers as may be assigned from time to time by the Board. The Executive Committee shall report on its actions at the next meeting of the Board and such actions shall be subject to revision and alteration of the Board; provided, however, that the rights of third parties shall not be affected by any such revision or alteration.

Section 6.03 Service on Committees

The committees shall establish rules and regulations for meetings and shall meet at such times as are necessary, provided that a reasonable notice of all meetings shall be given to committee members. No act of a committee shall be valid unless approved by the vote or written consent of a majority of its members. Committees shall keep regular minutes of their proceedings and report the same to the Board from time to time as the Board may require. Members of the committees (except the Executive Committee) shall be appointed for one (1) year by the Chair of the Board of Directors as soon as possible after the annual meeting of the Board. Members of the committees shall serve on their respective committees through the next annual meeting or until their successors are appointed. The Chair of the Board shall fill vacancies on committees (except the Executive Committee) and appointees shall serve through the next annual meeting. The President shall be an ex officio member of all committees, except for any committee that reviews compliance or executive compensation matters.

Section 6.04 Quorum, Meetings, Rules and Procedures

A quorum for any meeting of a committee shall be a simple majority of the committee members or as otherwise required by applicable law, except that any ex officio members of the committee shall not be included in calculating the quorum requirement unless they are present at the meeting, in which event they shall be included towards meeting the quorum requirement. The affirmative vote of a majority of the quorum is necessary to take action of the committee, including the affirmative vote of at least one (1) member of the Board present at the meeting of the committee in order to take any action other than recommendation by the committee to the Board or Executive Committee. Minutes of all committee meetings shall be kept and forwarded to the Board. Each committee shall adopt rules for its own governance not inconsistent with these Bylaws or the acts of the Board.

Section 6.05 Committee Composition

The members and all chairs of committees other than the Executive Committee shall be appointed by the Chair of the Board. The chair of each committee shall be a Director. Committees, other than the Executive Committee, may include persons other than members of the Board of Directors; provided that each standing committee shall have at least two (2) Director members in addition to the Chair and Chief Executive Officer who shall serve ex officio; and provided further, that no authority of the Board may be delegated to a committee unless the majority of the members of such committee with Board delegated authority are members of the Board of Directors and otherwise in accordance with applicable law.

Article VII. OFFICERS

Section 7.01 Officers

The officers of the Corporation shall be the Chair, President, Secretary and Treasurer. Additionally, upon recommendation of the President, the Board of Directors may appoint a Vice Chair, an Assistant Secretary, an Assistant Treasurer, and such other officers of the Corporation as shall be deemed necessary and appropriate from time to time. Officers shall hold their respective offices until their successors are chosen and qualified.

Section 7.02 Appointment and Election of Officers

The President of the Corporation shall be appointed, evaluated, reappointed and/or removed by the Member. The President shall be Chief Executive Officer of the Corporation and any vacancy in the office of President shall be filled by the Member. The Chair shall serve a term of one (1) year and may be elected for a total of three (3) consecutive complete one year terms. The Chair, Treasurer and Secretary of the Corporation shall be elected at the annual meeting of the Directors by the Board of Directors. The Treasurer and Secretary need not be members of the Board.

Section 7.03 Vacancies

Vacancies, occurring for any reason, shall be filled in the same manner as appointment or election and the officer so appointed or elected shall hold office until a successor is chosen and qualified.

Section 7.04 Chair

The Chair shall preside at the Board meetings and shall be an ex-officio voting member of all committees.

Section 7.05 President

The President shall have general and active management responsibility for the business of the Corporation and shall see that all orders and resolutions of the Board of Directors and the policies of the Member are carried into effect, consistent with the Mission and Core Values of the Corporation. The President shall be responsible for the appointment, evaluation, compensation and removal of the respective executive officers of those corporations of which the Corporation is the member or other controlling shareholder or owner. The President shall be a voting ex officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation.

Section 7.06 Secretary

The Secretary of the Corporation shall issue, or cause to be issued, notices of all Board meetings, shall be responsible for the keeping and the reporting of adequate records of all

transactions of the Board, and shall record the minutes of all meetings of the Board of Directors. The Secretary shall further perform such other duties incident to his or her office and as the Board of Directors may from time to time determine.

Section 7.07 Treasurer

The Treasurer of the Corporation shall be responsible for all funds of the Corporation, shall make reports to the Board of Directors as requested by the Board of Directors, and shall see that an accounting system is maintained in such a manner as to give a true and accurate accounting of the financial transactions of the Corporation. The Treasurer shall further perform such other duties incident to his or her office as the Board of Directors may from time to time determine. The Treasurer may delegate any of the functions, powers, duties, and responsibilities to any agent or employee of the Corporation. In the event of such delegation, the Treasurer shall thereafter be relieved of all responsibility for the proper performance or exercise thereof.

Article VIII. INDEMNIFICATION AND STANDARD OF CARE

Section 8.01 Indemnification

The Corporation shall, to the maximum extent allowed by law, indemnify those persons (including religious congregations and their members or other canonical persons and their members) who

(a) are serving or have served as members, trustees, directors, sponsors, officers, employees, committee or subcommittee members, or agents of the Corporation, or

(b) are serving or have served at the request of the Corporation as a member, trustee, director, sponsor, officer, employee, committee or subcommittee member, agent, manager, or partner of another corporation, partnership, joint venture, trust, employee benefit plan, limited liability company or other enterprise, whether for profit or nonprofit, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding.

Section 8.02 Insurance

Except as may be limited by law, the Corporation may purchase and maintain insurance on behalf of any person (including religious congregations and their members or other canonical persons and their members) who

(a) is or was a member, trustee, director, sponsor, officer, employee, committee or subcommittee member, or agent of the Corporation, or

(b) is or was serving at the request of the Corporation as a member, trustee, director, sponsor, officer, employee, committee or subcommittee member, agent,

manager, or partner of another corporation, partnership, joint venture, trust, employee benefit plan, limited liability company or other enterprise, whether for profit or nonprofit, to protect against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not this Corporation would have power to indemnify him or her against such liability under state law.

Section 8.03 Standard of Care

Each Director shall stand in a fiduciary relation to the Corporation and shall perform his or her duties as a Director, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, the Member and Trinity Health, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

Section 8.04 Justifiable Reliance

In performing his or her duties, a Director (including when such Director is acting as an officer of the Corporation) shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

- (a) One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented.
- (b) Counsel, public accountants or other persons on matters that the Director reasonably believes to be within the professional or expert competence of such person.
- (c) A committee of the Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

A Director shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

Section 8.05 Consideration of Factors

In discharging the duties of their respective positions, the Board of Directors, committees of the Board and individual Directors may, in considering the best interests of the Corporation, the Member and Trinity Health, consider the effects of any action upon employees, upon suppliers and customers of the Corporation and upon communities in which offices or other establishments of the Corporation, the Member and Trinity Health are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described herein.

Section 8.06 Presumption

Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any actions shall be presumed to be in the best interests of the Corporation, the Member and Trinity Health.

Section 8.07 Personal Liability of Directors

No Director shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless the Director has breached or failed to perform the duties of his or her office under the standards described herein, has engaged in self-dealing, or the action or inaction constitutes willful misconduct or recklessness. The provisions of this Section shall not apply to the responsibility or liability of a Director pursuant to any criminal statute or the liability of a Director for the payment of taxes pursuant to local, state or federal law.

Nothing in this Article is intended to preclude or limit the application of any other provision of law that may provide a more favorable standard or higher level of protection for the Corporation's Directors.

Article IX. SUBSIDIARIES AND VOLUNTARY SERVICE ORGANIZATIONS

Section 9.01 Authority

In accordance with policies of Trinity Health, including without limitation those referenced in the System Authority Matrix, each organization of which the Corporation is the sole or majority member or owner shall have reserved certain powers to be exercised by this Corporation.

Section 9.02 Voluntary Service Organizations

The Board of Directors may authorize the establishment or dissolution of voluntary service organizations, such as an auxiliary to the Corporation or any Operating Unit of the Corporation. Such organization may be a non-profit corporation or voluntary association. No service organization may be established without approval of the Board of Directors, subject to the reserved powers of the Member and Trinity Health and any guidelines or policies established by Trinity Health with respect to voluntary organizations.

Article X. OPERATING UNITS

Section 10.01 Authority

The Board of Directors of the Corporation may organize the operations of the Corporation into one or more other Operating Units of governance and management that shall have such powers and shall carry out such responsibilities as shall be delegated to

them pursuant to the policies of the Corporation and Trinity Health in effect from time to time.

Article XI. MISCELLANEOUS

Section 11.01 Fiscal Year

The fiscal year of the Corporation shall end on the 30th day of September of each year and shall begin on the 1st day of October of each year.

Section 11.02 Required Records

The officers, agents and employees of the Corporation shall maintain such books, records and accounts of the Corporation's business and affairs as may be from time to time required by the Board of Directors, or required by the laws of the state in which the Corporation is domiciled.

Section 11.03 Confidentiality

Except as otherwise publicly disclosed, or in order to appropriately conduct the Corporation's business, the records and reports of the Corporation shall be held in confidence by those persons with access to them.

Section 11.04 Conflict of Interest

Each of the Corporation's officers and members of the Board shall at all times act in a manner that furthers the Corporation's charitable purposes and shall exercise care that he or she does not act in a manner that furthers his or her private interests to the detriment of the Corporation's community benefit purposes. The Corporation's officers and members of the Board shall fully disclose to the Corporation any potential or actual conflicts of interest, if such conflicts cannot be avoided, so that such conflicts are dealt with in the best interests of the Corporation. Conflicts of interest shall be resolved in accordance with the Corporation's conflict of interest policy. The Corporation and all its officers and members of the Board shall comply with any policies of the Corporation and Trinity Health regarding conflicts of interest, as well as the requirements of applicable state law regarding such conflicts, and shall complete any and all disclosure forms as may be deemed necessary or useful by the Corporation for identifying potential conflicts of interest.

Article XII. AMENDMENT AND REVIEW

Section 12.01 Amendment

These Bylaws may be amended only in accordance with Article III of these Bylaws.

Section 12.02 Periodic Review

These Bylaws shall be reviewed periodically by the Board of Directors and any recommended revisions shall be forwarded to the Member and Trinity Health for action.

EXHIBIT A

System Authority Matrix

June 25, 2015

Ministry Schedule updated October 1 2015

TRINITY HEALTH
System Authority Matrix

This Authority Matrix summarizes a number of important activities that might be taken by an entity within the Trinity Health System and the corresponding actions or approvals that must be taken before proceeding with such activity. Many of these actions are delegations from the Board of Trinity Health to management, to Committees of the Board of Directors of Trinity Health and to governance of entities affiliated with Trinity Health. Trinity Health has adopted the following Operating Principles which apply to these delegations:

Unity: We act as a unified system, recognizing the interdependency of all its parts in fulfillment of its mission and vision while promoting the strength of our ministries serving our unique communities.

Excellence: We seek to continually innovate and improve our performance excellence and to add value by leveraging our skill and scale.

Simplicity and Clarity: Local, regional and system office leadership work in partnership to make decisions in a timely and collaborative manner that takes into account the variety of interests being affected.

Accountability: We are flexible in shaping roles, responsibilities and accountabilities at all leadership levels of the organization.

The Trinity Health Board retains control over its statutory obligations in carrying out the purposes of the corporation as the parent of a large Catholic health system. The Board is responsible for key strategic decisions and issues that will significantly impact the Trinity Health System. Delegations are established taking into account the balance between making efficient decisions close to the business activity and the need for the board and management to oversee areas of significant impact on the system as a whole in terms of Catholic Identity, strategic direction, risk and value.

The Board has adopted a process of Mission Discernment, which is intended to ensure that in the course of making major decisions, the Mission and Core Values are used as a measure to evaluate the effect of the proposed action.

This Authority Matrix is not intended to be an exclusive listing of the various actions reserved to Trinity Health or its affiliated entities. Trinity Health may clarify these delegations through policies. State law may confer additional rights or require additional actions. Those variations will be set forth in the governing documents of the entity and prevail over any conflicting authorities described in this System Authority Matrix. Different rights may also be set forth in the terms of joint venture organizing documents or other agreements. Decisions related to those joint venture entities should be made in accordance with the organizing documents; however, decisions which exceed financial thresholds or which may, in management's judgment, affect the reputation or identity of the Trinity Health System are required to be reviewed by Trinity Health management, regardless of the minority position held by the CHE Trinity affiliate in the joint venture.

Entities:

Catholic Health Ministries or CHM means the public juridic person that sponsors the Trinity Health system and exercises all canonical responsibilities related to its operations, subject to certain rights retained by sponsoring congregations or public juridic persons until such time as the stable patrimony (property) under the control of those sponsoring congregations or public juridic persons is alienated (transferred) to CHM.

Trinity Health means Trinity Health Corporation, an Indiana nonprofit corporation, which is the parent of the Trinity Health System.

Trinity Health System means Trinity Health, together with its subsidiaries and affiliates.

Ministry or Ministries means any or all RHMs, NHMs, and MHMs.

Mission Health Ministry or MHM means a first tier subsidiary of Trinity Health that maintains a governing body and which has oversight of non-institutional health operations and/or grant making. A list of MHMs is set forth on Exhibit A to this Matrix.

National Health Ministry or NHM means a first tier (direct) subsidiary that maintains a governing body that has day to day management oversight of a business line throughout the Trinity Health System. A list of NHMs is set forth on Exhibit A to this Matrix.

Regional Health Ministries or RHM means a first tier (direct) subsidiary, affiliate or operating division of Trinity Health that maintains a governing body that has day to day management oversight of a designated portion of the Trinity Health System within a geographical market. A list of RHMs is set forth Exhibit A to this Matrix.

Group 1 RHM means an RHM which had a minimum total operating revenue of \$300 million in the previous fiscal year or an RHM that has been selected by management for inclusion in Group 1 RHMs based on operational objectives.

Group 2 RHM means an RHM which is not a Group 1 RHM.

Second Tier Subsidiaries means subsidiaries and affiliates of Ministries.

Actions:

Approve means to have ultimate authority over an action. Approval includes the authority to adopt, accept, modify, disapprove or send back for further consideration an action recommended or approved by another entity in the Trinity Health System. Some actions required approval at more than one level. Final approval authority is exercised by the highest level independently of any recommendation or participation actions. If more than one entity has Approval authority, the matter may be initiated and approved by the highest level of Approval authority when permitted by law.

Participate means a timely, meaningful, collaborative and consultative process among interested parties to inform the decision under consideration.

Ratify means to confirm and adopt the act of another even if it was not approved beforehand. It also means final decision making authority, but without the power to initiate or change a recommendation.

Recommend means to review and present a matter for approval by another entity in the Trinity Health System. Recommending authority does not limit the right of the approving entity to initiate an action without a recommendation.

Other:

Governing documents are documents which establish and describe an entity, including the purposes, the powers reserved to the members or shareholders, and which set forth the rights of partners or joint owners relative to each other. Governing documents include documents filed with the state (such as articles or certificates of incorporation), bylaws (whether a corporation or an unincorporated division which has its own governing body), operating agreements and partnership agreements.

Key Bylaws Provisions are variations from the standard Governing Documents that concern any of the following: (a) the Ministry name and corporate purposes; (b) the Mission, Core Values and Catholic Identity of the Ministry and powers exercisable by CHM; (c) the identity of, reserved powers exercisable by and other matters pertaining to Trinity Health; and (d) the authority and membership (including election, composition and removal) of the Ministry Board of Directors. All other variations are not Key Bylaw Provisions.

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
I	Statements of Identity					
I a	Trinity Health System Mission Statement	-	-	-		Approve
1 b	Trinity Health System Core Values	-	-	-		Approve
II	Governing Documents					
II a	Articles and Bylaws of Trinity Health Corporation	-	-	Recommend	Approve and Recommend	Ratify
II b	Governing Documents of Ministries consistent with standard form approved by Trinity Health Board	-	Approve and Recommend	Approve variations from the approved standard Bylaws which are not Key Bylaws Provisions (determination by the General Counsel)	Approval of Governing Documents by Executive and Governance Committee, except as to Bylaws limited to approval of variations from the approved standard which are Key Bylaws Provisions	-

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
II c	Governing Documents of Second Tier Subsidiary which operates licensed healthcare facilities consistent with standard form approved by Trinity Health Board	-	Approve and Recommend	Approve variations from the approved standard Bylaws which are not Key Bylaws Provisions (determination by the General Counsel)	Approval of Governance Documents by Executive and Governance Committee, except as to Bylaws limited to approval of variations from the approved standard which are Key Bylaws Provisions	-
II d	Governing Documents of Second Tier Subsidiary	Recommend	Approve	Approve		
III	Appointments and Removals					
III a	Appointment or removal of CHM Members (which comprise the Trinity Health Board of Directors)					Approve
III b	Appointment or removal of Trinity Health Board Chair				Approve	Ratify
III c	Appointment or removal Ministry Boards of Directors		Recommend	Recommend	Approve (Executive and Governance Committee)	

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
III d	Appointment or removal of Ministry Board Chairs		Approve		Ratify (Executive and Governance Committee)	
III e	Appointment or removal of Second Tier Subsidiaries Governing Body	Recommend	Approve			
III f	Appointment or removal of Trinity Health CEO				Approve	Ratify
III g	Appointment or removal of Ministry CEOs	Participate	Recommend	Approve		
III h	Appointment or removal of Second Tier Subsidiaries CEOs	Approve				
IV	Strategy					
IV a	Trinity Health System Strategic Plans			Recommend	Approve	
IV b	Group 1 RHM and NHM Strategic Plans	Recommend	Approve	Approve		
IV c	Group 2 RHM and	Recommend	Approve	Participate		

	MHM Strategic Plans					
	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
V	Finance Matters					
V a	Group I RHM and NHM Capital Acquisitions and Dispositions	Recommend	Approve up to 2% of net assets with a maximum of \$5million	Approve above the RHM Governance level up to \$25 million	Approval \$25-\$50 million by Stewardship Committee and above that level by Board (upon recommendation by Stewardship Committee)	Approval as required by Canon Law
V b	Group II RHM and MHM Capital Acquisitions and Dispositions	Recommend	Approve up to 2% of net assets with a minimum of \$250,000 and a maximum of \$2 million	Approve above the RHM Governance level up to \$25 million	Approval \$25-\$50 million by Stewardship Committee and above that level by Board (upon recommendation by Stewardship Committee)	Approval as required by Canon Law

V c	Additional Debt and System Five Year Plan of Finance			Recommends	Approval up to \$50 million by the Stewardship Committee and above that level by the Board (upon recommendation by Stewardship Committee)	
	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
V d	System Operating and Capital Budget			Recommend	Approve (upon recommendation by Stewardship Committee)	
V e	RHM Operating and Capital Budget	Recommend	Approve	Approve		
V f	Second Tier Operating and Capital Budget	Recommend	Approve			
V g	Contracts (including leases) in which the Trinity Health is the financially obligated			Approve up to \$25 million	Approval up to \$50 million by the Stewardship Committee and above that level by the Board (upon recommendation by Stewardship Committee)	

					Committee)	
V h	Contracts (including leases) in which a Group I RHM or a NHM is financially obligated	Recommend	Approve up to 2% of net assets with a maximum of \$5million	Approve above the RHM Governance level up to \$25 million	Approval \$25-\$50 million by Stewardship Committee and above that level by Board (upon recommendation by Stewardship Committee)	
	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
V i	Contracts (including leases) in which a Group II RHM or MHM is financially obligated	Recommend	Approve up to 2% of net assets with a minimum of \$250,000 and a maximum of \$2 million	Approve above the RHM Governance level up to \$25 million	Approval \$25-\$50 million by Stewardship Committee and above that level by Board (upon recommendation by Stewardship Committee)	
V j	Auditor Selection (Trinity Health System and separate audits)			Recommend	Approve (upon recommendation by the Audit Committee)	
V k	Annual Trinity Health System Audit			Recommend	Approve (upon recommendation by the Audit Committee)	
VI	New Organizations and Major Transactions					

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
VI a	Major change affecting Trinity Health (merger, consolidation, creation, transfer, sale of substantially all assets)			Recommend	Approve	Approve
VI b	Major change affecting Ministry (merger, consolidation, creation, transfer, sale of all assets) not related to an Trinity Health System reorganization	Recommend	Recommend (Approve if required by State law)	Recommend	Approve	Approve as related to Sponsorship obligations
VI c	Major change affecting Ministry (merger, consolidation, creation, transfer, sale of all assets) related to a Trinity Health System reorganization	Recommend	Recommend (Approve if required by State law)	Recommend	Stewardship Committee Approve	Approve as related to Sponsorship obligations
VI d	Major change affecting Second Tier Subsidiaries (merger, consolidation,	Recommend	Approve	Approve		Approve as related to Sponsorship obligations

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
	creation, transfer, sale of all assets)					
VI e	Internal operational reorganization affecting tier structure	Participate	Recommend	Approve		
VI f	Formation or acquisition of an entity in which Trinity Health will be the sole parent			Recommend	Approve	Approve as related to Sponsorship obligations
VI g	Joint venture or other enterprise affecting ownership of a Group I RHM or NHM	Recommend	Approve	Recommend	Approve	Approve as related to Sponsorship obligations
VI h	Joint venture or other enterprise affecting ownership of a Group II RHM or MHM	Recommend	Approve	Recommend	Approval by Stewardship Committee	Approve as related to Sponsorship obligations
VII	People Centered					

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
	Care					
VII a	Trinity Health System Wide Quality and Safety Standards	Participates		Recommends	Approves (upon recommendation of the People Centered Care Committee	
VII b	RHM Quality and Safety Standards (consistent with Trinity Health System Quality Standards)	Recommends	Approves			
VII c	Annual review of Trinity Health System Quality and Safety			Recommends	People Centered Care Committee Approves, Board Receives Report	
VII d	Annual review of RHM Quality and Safety	Recommends	Approves	Receive Report		

EXHIBIT A

MINISTRIES

Based on the FY 2015 Income Statement and Supplemental Materials

October 1, 2015

REGIONAL HEALTH MINISTRIES (RHMs) – GROUP I

Holy Cross Health (Maryland)
Holy Cross Hospital (Florida)
Loyola University Health System (Illinois)
Mercy Health (Michigan)
Mercy Health Services – Iowa (Iowa)
Mercy Health System of Southeastern Pennsylvania (Pennsylvania)
Mount Carmel Health System (Ohio)
Our Lady of Lourdes Health Care Services (New Jersey)
Saint Agnes Medical Center (California)
Saint Alphonsus Health System (Idaho)
St. Francis Care, Inc. (Connecticut)
Saint Joseph Mercy Health System (Michigan)
Saint Joseph Regional Medical Center (Indiana)
St. Joseph's Hospital Health Center (New York)
Sisters of Providence Health System (Massachusetts)
St. Mary Medical Center (Pennsylvania)
St. Mary's Health Care System (Georgia)
St. Peter's Health Partners (New York)

REGIONAL HEALTH MINISTRIES (RHMs) – GROUP II

Mercy Health System of Chicago (Illinois)
Saint Michael's Medical Center (New Jersey)
St. Francis Hospital (Delaware)
St. Francis Medical Center (New Jersey)

NATIONAL HEALTH MINISTRIES (NHMs)

Trinity Home Health Services (multi-state)
Trinity Senior Living Communities (multi-state)
Trinity PACE

MISSION HEALTH MINISTRIES (MHMs)

Allegheny Franciscan Ministries (Florida)
Global Health Ministry (Pennsylvania)
Mercy Medical (Alabama)
Pittsburgh Mercy Health System (Pennsylvania)
Saint Joseph's Health System (Georgia)

Approved by Trinity Health Executive and Governance Committee 6/18/14, effective 7/1/14; revised and approved by the Trinity Health Executive and Governance Committee on January 27, 2015; revised and approved by the Trinity Health Board of Directors on February 25, 2015; revised and approved by the Trinity Health Executive and Governance Committee on April 9, 2015; approved by Catholic Health Ministries on June 25, 2015.

SECRETARY OF THE STATE OF
CONNECTICUT
30 TRINITY STREET
P.O. BOX 150470
HARTFORD, CT 06115-0470

01/04/2016

Attn: DANIELLE RYAN-PRAUS
HINCKLEY ALLEN & SNYDER, LLP
20 CHURCH STREET
HARTFORD, CT 06103

RE: Acceptance of Business Filing **THIS IS NOT A BILL**

This letter is to confirm the acceptance of the following business filing:

Business Name: JOHNSON MEMORIAL HOSPITAL, INC. Type of Request: AMEND NAME

Work Order Number	: 2016001221-006	Business Filing Number	: 0005457842
Filing Date/Time	: 01/04/2016 11:00 AM	Effective Date/Time	: 01/04/2016 11:00 AM
Work Order Payment Total	: \$560.00	Payment Received	: \$70.00
Credit on Account	: \$1,885.00	Customer ID	: 000308053
Business ID	: 1188474		

If you would like copies of this filing you must complete a Request for Corporate Copies and submit it with the appropriate fee.

RUBY VEAL
Commercial Recording Division
860-509-6003
www.concord-sots.ct.gov



SECRETARY OF THE STATE OF CONNECTICUT

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 150470, HARTFORD, CT 06115-0470

DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06106

PHONE: 860-509-6003

WEBSITE: www.concord-sots.ct.gov

CERTIFICATE OF AMENDMENT NONSTOCK CORPORATION

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS): NAME: Danielle Ryan-Praus ADDRESS: Hinckley, Allen & Snyder LLP 20 Church Street CITY: Hartford STATE: CT ZIP: 06103	FILING FEE: \$20 MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"
1. NAME OF CORPORATION: JMH Acquisition Corp.	
2. THE CERTIFICATE OF INCORPORATION IS (check A, B or C): <input checked="" type="checkbox"/> A. AMENDED <input type="checkbox"/> B. RESTATED <input type="checkbox"/> C. AMENDED AND RESTATED THE RESTATED CERTIFICATE CONSOLIDATES ALL AMENDMENTS INTO A SINGLE DOCUMENT	
3. TEXT OF EACH AMENDMENT / RESTATEMENT: Article I of the Certificate of Incorporation is hereby deleted in its entirety and substituted as follows: "The name of the Corporation is Johnson Memorial Hospital, Inc." The definition of "Corporation" under Article II is hereby deleted in its entirety and substituted as follows: "Corporation" shall mean Johnson Memorial Hospital, Inc., a Connecticut nonstock corporation."	

4. VOTE INFORMATION (CHECK A, B or C)

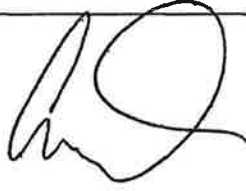
A. THE AMENDMENT WAS DULY APPROVED BY THE MEMBERS IN THE MANNER REQUIRED BY SECTIONS 33-1140 TO 33-1147 OF THE CONNECTICUT GENERAL STATUTES, AND BY THE CERTIFICATE OF INCORPORATION.

B. THE AMENDMENT WAS DULY APPROVED BY THE INCORPORATORS AND MEMBER APPROVAL WAS NOT REQUIRED.

C. THE AMENDMENT WAS DULY APPROVED BY THE BOARD OF DIRECTORS AND MEMBER APPROVAL WAS NOT REQUIRED.

5. EXECUTION:

DATED THIS 31st DAY OF December, 2015

NAME OF SIGNATORY	CAPACITY/TITLE OF SIGNATORY	SIGNATURE
Christopher Dadlez	President and Chief Executive Officer of Trinity Health – New England, Inc., sole member	

SECRETARY OF THE STATE OF
CONNECTICUT
30 TRINITY STREET
P.O. BOX 150470
HARTFORD, CT 06115-0470

11/24/2015

Attn: DANIELLE RYAN-PRAUS
HINCKLEY ALLEN & SNYDER, LLP
20 CHURCH STREET
HARTFORD, CT 06103

RE: Acceptance of Business Filing **THIS IS NOT A BILL**

This letter is to confirm the acceptance of the following business filing:

Business Name:
JMH ACQUISITION CORP.

Type of Request:
CERTIFICATE OF INCORPORATION

Work Order Number	: 2015351353-001	Business Filing Number	: 0005436373
Filing Date/Time	: 11/24/2015 12:00 PM	Effective Date/Time	: 11/24/2015 12:00 PM
Work Order Payment Total	: \$100.00	Payment Received	: \$100.00
Credit on Account	: \$2,265.00	Customer ID	: 000308053
Business ID	: 1188474		

If you would like copies of this filing you must complete a Request for Corporate Copies and submit it with the appropriate fee.

ELISSA MACMILLAN
Commercial Recording Division
860-509-6003
www.concord-sots.ct.gov



SECRETARY OF THE STATE OF CONNECTICUT

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 150470, HARTFORD, CT 06115-0470

DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06108

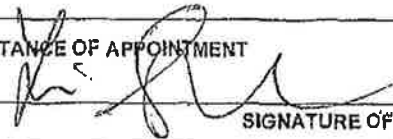
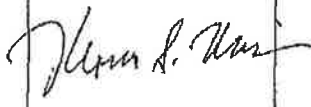
PHONE: 860-509-6003

WEBSITE: www.cqncord-sots.ct.gov

CERTIFICATE OF INCORPORATION NONSTOCK CORPORATION

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS): NAME: Danielle Ryan-Praus ADDRESS: Hinckley, Allen & Snyder, LLP 20 Church Street CITY: Hartford STATE: CT ZIP: 06103		FILING FEE: \$50 MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"
1. NAME OF CORPORATION: JMH Acquisition Corp.		
THE CORPORATION IS NONPROFIT AND SHALL NOT HAVE OR ISSUE SHARES OF STOCK OR MAKE DISTRIBUTIONS.		
2. PLACE A CHECK NEXT TO THE APPROPRIATE STATEMENT: <input type="checkbox"/> A. THE CORPORATION SHALL NOT HAVE MEMBERS. <input type="checkbox"/> B. THE CORPORATION SHALL ONLY HAVE MEMBERS, WHICH ARE NOT ENTITLED TO VOTE. <input checked="" type="checkbox"/> C. THE CORPORATION SHALL HAVE ONE CLASS OF MEMBERS. <input type="checkbox"/> D. THE CORPORATION SHALL HAVE MULTIPLE CLASSES OF MEMBERS WHICH CLASSES ARE DESIGNATED AS FOLLOWS: PLEASE NOTE: THE MANNER OF ELECTION AND APPOINTMENT OF MEMBERS ALONG WITH THEIR QUALIFICATIONS AND RIGHTS MAY BE SET FORTH IN THIS CERTIFICATE OR IN THE CORPORATION'S BYLAWS. PLEASE SEE C.G.S. § 33-1055 & -1056.		
3. APPOINTMENT OF REGISTERED AGENT: (PLEASE SELECT ONLY ONE A. OR B.)		
A. INDIVIDUAL'S AGENT NAME:		
BUSINESS ADDRESS: (P.O. BOX UNACCEPTABLE) ADDRESS: CITY: STATE: ZIP:	RESIDENCE ADDRESS: (P.O. BOX UNACCEPTABLE) ADDRESS: CITY: STATE: ZIP:	
B. BUSINESS ENTITY AGENT NAME: CT Corporation System ADDRESS: (P.O. BOX UNACCEPTABLE) ADDRESS: One Corporate Center CITY: Hartford STATE: CT ZIP: 06103		

ACCEPTANCE OF APPOINTMENT		
 _____ Lisa Sheeol, V.P. SIGNATURE OF AGENT		
4. THE NATURE OF THE ACTIVITIES TO BE CONDUCTED OR THE PURPOSES TO BE PROMOTED BY THE CORPORATION:		
See attached.		
5. OTHER INFORMATION:		
See attached.		
6. CORPORATION EMAIL ADDRESS. - <u>REQUIRED</u> : (IF NONE, MUST STATE "NONE.")		
None		
7. EXECUTION; CERTIFICATE MUST BE SIGNED BY EACH INCORPORATOR		
DATED THIS <u>24</u> DAY OF <u>November</u> , 20 <u>15</u>		
NAME OF INCORPORATOR	ADDRESS	SIGNATURE(S)
Thomas S. Marrion	ADDRESS: 20 Church Street CITY: Hartford STATE: CT ZIP: 06103	
	ADDRESS: CITY STATE: ZIP:	
	ADDRESS: CITY STATE: ZIP:	
	ADDRESS: CITY STATE: ZIP:	

Certificate of Incorporation of

JMH Acquisition Corp.

A Connecticut Nonstock Corporation

ARTICLE I

Name

The name of the Corporation is JMH Acquisition Corp.

ARTICLE II

Definitions

For the purposes of this Certificate, the following defined terms shall have the following meanings:

"Affiliate" means a corporation or other entity that is subject to the direct or indirect Control or Ownership (as defined in the Bylaws) of the Corporation.

"Board" or "Board of Directors" means the Board of Directors of the Corporation, and the term "Director" means an individual member of the Board.

"Catholic Health Ministries" or "CHM" means Catholic Health Ministries, a public juridic person that is the religious sponsor of the Corporation under the canon law of the Roman Catholic Church.

"Catholic Identity" means the theological, ethical, and canonical underpinnings of a Catholic-sponsored organization without which the entity cannot be considered a Roman Catholic church-related ministry.

"Certificate of Incorporation" means the Certificate of Incorporation of the Corporation, as amended or restated from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Corporation" shall mean JMH Acquisition Corp., a Connecticut nonstock corporation.

"Governance Documents" means the Articles of Incorporation, Certificate of Incorporation, Code of Regulations, System Authority Matrix, Bylaws or equivalent organizational documents of a corporation or other entity.

"Health System" or "Trinity Health System" means the health system which consists of Trinity Health and its subsidiaries and Affiliates.

"Member" shall refer to Trinity Health – New England, Inc., a Connecticut nonstock corporation which is the sole member of the Corporation.

"Significant Finance Matters" shall refer to the following matters which pursuant to the System Authority Matrix are subject to the approval of Trinity Health: (a) capital expenditures and dispositions; (b) incurrence of additional debt; and (c) execution of contracts and leases.

"System Authority Matrix" refers to the document that sets forth an allocation of corporate governance authority that is binding on the Corporation and its Affiliates as part of the Health System, as may be amended by Trinity Health from time to time.

"Trinity Health" means Trinity Health Corporation, an Indiana nonprofit corporation, its successors and assigns.

ARTICLE III

Purposes

The Corporation shall be organized and operated exclusively for religious, charitable, scientific, and educational purposes within the meaning of Section 501(c)(3) of the Code. The Corporation shall not have or issue shares of stock or make distributions. The Corporation shall have no power to act in a manner which is not exclusively within the contemplation of Section 501(c)(3) of the Code, and the Corporation shall not engage directly or indirectly in any activity which would prevent it from qualifying, and continuing to qualify, as a Corporation as described in Section 501(c)(3) of the Code. Without limiting the generality of the foregoing, the purposes for which the Corporation is organized are to advance, promote, support, and carry out the purposes of Trinity Health Corporation, an Indiana nonprofit corporation, or its successor, and to further the apostolate and charitable works of Catholic Health Ministries on behalf of and as an integral part of the Roman Catholic Church in the United States. Without limiting the generality of the foregoing, the specific purposes of the Corporation shall include the following:

- A. To carry out the purposes of Trinity Health – New England, Inc., a Connecticut nonstock corporation, or its successor, which is the Member of the Corporation, and to further the apostolate of Catholic Health Ministries on behalf of and as an integral part of the Roman Catholic Church in the United States;
- B. To engage in the delivery of and to carry on, sponsor or participate, directly or through one or more affiliates, in any activities related to the delivery of health care and health care related services of every kind, nature and description which, in the opinion of the Directors of the Corporation, are appropriate in carrying out the health care mission of the Trinity Health and Catholic Health Ministries. The Corporation shall take

all such actions including, but not limited to, support and assistance of affiliates, as may be necessary or desirable to accomplish the foregoing purpose within the restrictions and limitations of this Certificate of Incorporation, the Bylaws of the Corporation or applicable law, including, without limitation, promoting and carrying on scientific research and educational activities related to the care of the sick and promotion of health, and establishing, maintaining, owning, managing, operating, transferring, conveying, supporting, assisting and acquiring institutions, facilities and programs in several states, directly or through one or more affiliates, including, but not limited to, hospitals and clinics, which shall provide diagnosis and treatment to inpatients and outpatients and shall provide such support services as, but not limited to, extended care, shared services, pastoral care, home care, long-term care, operation of senior residences, care of the elderly and the handicapped, care of the economically needy, child care, social services, mental health and substance abuse services;

- C. To promote, support and further any and all charitable, scientific, religious and educational purposes within the meaning of Section 501(c)(3) of the Code;
- D. To coordinate and oversee the activities of Affiliates, and to allocate the assets, liabilities and resources of the Corporation and its Affiliates within the Health System;
- E. To acquire, purchase, own, loan and borrow, erect, maintain, hold, use, control, manage, invest, exchange, convey, transfer, sell, mortgage, lease and rent all real and personal property of every kind and nature, which may be necessary or incidental to the accomplishment of any and all of the above purposes;
- F. To accept, receive and hold, in trust or otherwise, all contributions, legacies, bequests, gifts and benefactions which may be left, made or given to the Corporation, or its predecessor or constituent corporations, by any person, persons or organizations;
- G. To take all such actions as may be necessary or desirable to accomplish the foregoing purposes within the restrictions and limitations of this Certificate of Incorporation, the Bylaws of the Corporation and applicable law, provided that no substantial part of the activities of the Corporation shall be to carry out propaganda, or to otherwise attempt to influence legislation; and the Corporation shall not participate or intervene in any political campaign on behalf of or in opposition of any candidate for public office (by the publishing or distribution of statements or otherwise), in violation of any provisions applicable to corporations exempt from

taxation under Section 501(c)(3) of the Code and the regulations promulgated thereunder as they now exist or as they may be amended;

- H. The Corporation shall not be operated for the pecuniary gain or profit, incidental or otherwise, of any private individual, and no part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its Directors, Officers or other private individuals, except the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to or for the Corporation and to make payments and distributions in furtherance of the purposes set forth herein consistent with applicable law; and
- I. Notwithstanding any other provisions of this Certificate of Incorporation, the Corporation shall not carry on any activity not permitted to be carried on by: (i) a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (ii) a corporation, contributions to which are deductible under Section 170(c)(2) of the Code; and a corporation described in Section 509(a)(3) of the Code (or, if the Corporation is classified, Section 509(a)(1) or 509(a)(2) of the Code).

ARTICLE IV

Catholic Identity

The activities of the Corporation shall be carried out in a manner consistent with the teachings of the Roman Catholic Church and "Founding Principles of Catholic Health Ministries" or successor documents which set forth principles describing how the apostolic and charitable works of Catholic Health Ministries are to be carried out, as well as the values and principles inherent in the medical-moral teachings of the Roman Catholic Church (such as the *Ethical and Religious Directives for Catholic Health Care Services* as promulgated from time to time by the United States Conference of Catholic Bishops (or any successor organization), as amended from time to time). Under Canon Law, Catholic Health Ministries shall retain its canonical stewardship with respect to those facilities, real or personal property, and other assets that constitute the temporal goods belonging, by operation of Canon Law, to Catholic Health Ministries. No alienation, within the meaning of Canon Law, of property considered to be stable patrimony of Catholic Health Ministries shall occur without prior approval of Catholic Health Ministries.

ARTICLE V

Organization

The Corporation is a religious corporation, organized on a non-stock basis as a membership corporation. The Corporation's sole member is Trinity Health – New England, Inc., a Connecticut nonstock corporation.

ARTICLE VI

Registered Office and Resident Agent

The address of the Corporation's registered office is c/o CT Corporation System, One Corporate Center, Hartford, CT 06103. The resident agent of the Corporation is CT Corporation System, One Corporate Center, Hartford, CT 06103. The address of the Corporation's registered office and/or name of the Corporation's resident agent may be changed from time to time by the Board of Directors of the Corporation.

ARTICLE VII

Membership

Trinity Health – New England, Inc., a Connecticut nonstock corporation ("Member") is the sole member of the Corporation. The Member shall be entitled to all rights and powers of a member under Connecticut law, this Certificate of Incorporation and the Bylaws of the Corporation. Certain rights and powers related to the Corporation are reserved to the Member and Trinity Health under the Corporation's Governance Documents. Action by the Corporation shall not be taken or authorized until the Member and Trinity Health, as required, shall have exercised their respective reserved powers in the manner provided in the Governance Documents. The following powers are reserved to the Member and Trinity Health:

- a. As reserved to the Member:
 - (a) Approve the amendment or restatement of the Certificate of Incorporation and Bylaws of the Corporation, in whole or in part, and recommend the same to Trinity Health for adoption;
 - (b) Appoint and remove members of the Corporation's Board of Directors;
 - (c) Appoint and remove the President of the Corporation;
 - (d) Approve the strategic plan of the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption as part of the consolidated strategic plan of the Regional Health Ministry in which the Corporation participates;
 - (e) Approve those Significant Finance Matters which pursuant to the System Authority Matrix are subject to the authority of the Member, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;
 - (f) Approve the annual operating and capital budgets of the Corporation, and recommend the same to Trinity Health for adoption as part of the consolidated

operating and capital budgets of the Regional Health Ministry in which the Corporation participates;

- (g) Approve any merger, consolidation, transfer or relinquishment of membership rights, or the sale of all or substantially all of the operating assets of the Corporation (certain transactions and transfers of real property and immovable goods may also be subject to the approval of Catholic Health Ministries), and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;
- (h) Approve any dissolution, winding up or abandonment of operations, liquidation, filing of action in bankruptcy, receivership or similar action affecting the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;
- (i) Approve any formation or dissolution of Affiliates, partnerships, cosponsorships, joint membership arrangements, and other joint ventures involving the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;
- (j) Approve any pledge or encumbrance of assets whether pursuant to a sale, capital lease, mortgage, disposition, hypothecation, or other transaction in excess of limits established by Trinity Health (pledges or encumbrances of certain real property and immovable goods may also be subject to the approval of Catholic Health Ministries), and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;
- (k) Approve any change to the structure or operations of the Corporation which would affect its status as a nonprofit entity, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and recommend the same to Trinity Health for approval; and
- (l) Approve all other matters and take all other actions reserved to members of nonstock corporations (or shareholders of for-profit corporations, as the case may be) by the laws of the state in which the Corporation is domiciled or as reserved in the Governance Documents of the Corporation.

b. As reserved to Trinity Health:

- (a) Adopt, amend, modify or restate the Certificate of Incorporation and Bylaws of the Corporation, in whole or in part, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
- (b) Approve those Significant Finance Matters which pursuant to the System Authority Matrix are subject to the authority of Trinity Health, or if Trinity Health

- receives a recommendation as to any such action, approve such action as recommended;
- (c) Approve any merger, consolidation, transfer or relinquishment of membership rights, or the sale of all or substantially all of the operating assets of the Corporation (certain transactions and transfers of real property and immovable goods may also be subject to the approval of Catholic Health Ministries), or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
 - (d) Approve any dissolution, winding up or abandonment of operations, liquidation, filing of action in bankruptcy, receivership or similar action affecting the Corporation, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
 - (e) Approve any formation or dissolution of Affiliates, partnerships, cosponsorships, joint membership arrangements, and other joint ventures involving the Corporation, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
 - (f) Approve any pledge or encumbrance of assets whether pursuant to a sale, capital lease, mortgage, disposition, hypothecation, or other transaction in excess of limits established by Trinity Health (pledges or encumbrances of certain real property and immovable goods may also be subject to the approval of Catholic Health Ministries), or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
 - (g) Approve any change to the structure or operation of the Corporation which would affect its status as a nonprofit entity, exempt from taxation under Section 501(c) of the Internal Revenue Code, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
 - (h) Appoint and remove the independent fiscal auditor of the Corporation;
 - (i) In recognition of the benefits accruing to the Corporation from Trinity Health, and in addition to any other rights reserved to Trinity Health under applicable law or Governance Documents of the Corporation, Trinity Health shall have the power to transfer assets of the Corporation, or to require the Corporation to transfer assets, to Trinity Health or an entity Controlled by, Controlling or under common Control with Trinity Health, whether within or without the state of domicile of the Corporation, to the extent necessary to accomplish Trinity Health's goals and objectives. The Corporation shall not be required to violate its corporate or charitable purposes, the terms of any restricted gifts, the covenants of its debt instruments, or the law of any applicable jurisdiction as a result of any asset transfers to be made to or directed by the Member or Trinity Health pursuant to this provision; and

- (j) Neither the Corporation, nor any of its Affiliates, shall transfer assets to entities other than Trinity Health without the approval of Trinity Health, except for (i) transfers previously approved by Trinity Health, either individually or as part of Trinity Health's budget process, (ii) transfers to any entity which is a direct or indirect subsidiary of Trinity Health and that is subject to the reserved powers set forth in this Certificate, or (iii) transfers in the ordinary course of business.

ARTICLE VIII

Indemnification and Standard of Care

Section 1. Indemnification. The Corporation shall, to the maximum extent allowed by law, indemnify those persons who are serving or have served as members, trustees, directors, religious congregations or other canonical persons serving as sponsors, officers, employees, committee members, or agents of the Corporation, and those who are serving or have served at the request of the Corporation as a trustee, director, religious congregation or other canonical person serving as sponsor, officer, manager, partner, employee, committee member, or agent of another corporation, partnership, joint venture, trust, employee benefit plan, limited liability company or other enterprise, whether for profit or nonprofit, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding.

Section 2. Insurance. Except as may be limited by law, the Corporation may purchase and maintain insurance on behalf of any person who is or was a member, director, trustee, religious congregation or other canonical person serving as sponsor, officer, director, committee member, employee, or agent of the Corporation, or who is or was serving at the request of the Corporation as a trustee, religious congregation or other canonical person serving as sponsor, officer, director, committee member, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, to protect against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have power to indemnify him or her against such liability under state law.

Section 3. Standard of Care. Each Director shall stand in a fiduciary relation to the Corporation and shall perform his or her duties as a Director, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

Section 4. Justifiable Reliance. In performing his or her duties, a Director (including when such Director is acting as an officer of the Corporation) shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

- a. One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented.
- b. Counsel, public accountants or other persons on matters that the Director reasonably believes to be within the professional or expert competence of such person.
- c. A committee of the Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.
- d. A Director shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

Section 5. Consideration of Factors. In discharging the duties of their respective positions, the Board of Directors, committees of the Board and individual Directors may, in considering the best interests of the Corporation, consider the effects of any action upon employees, upon suppliers and customers of the Corporation and upon communities in which offices or other establishments of the Corporation are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described herein.

Section 6. Presumption. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any actions shall be presumed to be in the best interests of the Corporation.

Section 7. Personal Liability of Director. No Director shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless the Director has breached or failed to perform the duties of his or her office under the standards described herein, has engaged in self-dealing, or the action or inaction constitutes willful misconduct or recklessness. The provisions of this Section shall not apply to the responsibility or liability of a Director pursuant to any criminal statute or the liability of a Director for the payment of taxes pursuant to local, state or federal law.

Nothing in this Article is intended to preclude or limit the application of any other provision of law that may provide a more favorable standard or higher level of protection for the Corporation's Directors.

ARTICLE IX

Dissolution

Subject to any approvals described in this Certificate of Incorporation or the Bylaws of the Corporation, upon the dissolution and final liquidation of the Corporation, all of its assets, after paying or making provision for payment of all its known debts, obligations and liabilities, and returning, transferring or conveying assets held by the Corporation conditional upon their return, transfer or conveyance upon dissolution of the Corporation, shall be distributed to the

Member of this Corporation or its successor, so long as such distributee is an organization exempt from federal income tax by virtue of being an organization as described in Section 501(c)(3) of the Code. Any such assets not disposed of in accordance with the foregoing shall be distributed to Trinity Health Corporation, an Indiana nonprofit corporation or its successor, so long as such distributee is an organization exempt from federal income tax by virtue of being an organization as described in Section 501(c)(3) of the Code. Any assets not so disposed of in accordance with the foregoing shall be distributed to one or more corporations, trusts, funds or organizations which at the time appear in the Official Catholic Directory published annually by P.J. Kenedy & Sons or any successor publication, or are controlled by any such corporation, trust, fund or organization that so appears, and are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code, as in the sole judgment of the Catholic Health Ministries have purposes most closely aligned to those of the Corporation, subject to any approvals described in this Certificate of Incorporation or the Bylaws of the Corporation and applicable law. Any assets not so disposed of shall be disposed of by a court of competent jurisdiction exclusively to one or more corporations, trusts, funds or other organizations as said court shall determine, which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code and which are organized and operated exclusively for such purposes. No private individual shall share in the distribution of any Corporation assets upon dissolution of the Corporation.

ARTICLE X

Effective Date

This Certificate of Incorporation is effective as of November 24, 2015.

55293639 v4

BYLAWS OF JMH ACQUISITION CORP.

JMH Acquisition Corp. (the "Corporation") changed its name to Johnson Memorial Hospital, Inc. effective January 4, 2015. The Bylaws of the Corporation are attached hereto.

BYLAWS
OF
JMH ACQUISITION CORPORATION
A CONNECTICUT NONSTOCK CORPORATION

Effective Date: _____, 2015

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Article I. DEFINITIONS

For the purposes of these Bylaws, the following defined terms shall have the following meanings:

“Affiliate” means a corporation or other entity that is subject to the direct or indirect Control or Ownership of the Corporation.

"Board" or "Board of Directors" means the Board of Directors of the Corporation, and the term “Director” means an individual member of the Board.

"Catholic Health Ministries" or "CHM" means Catholic Health Ministries, a public juridic person that is the religious sponsor of the Corporation under the canon law of the Roman Catholic Church.

"Catholic Identity" means the theological, ethical, and canonical underpinnings of a Catholic-sponsored organization without which the entity cannot be considered a Roman Catholic church-related ministry.

“Certificate of Incorporation” means the Certificate of Incorporation of the Corporation, as amended or restated from time to time.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

“Control” or “Ownership” will be deemed to exist:

(i) as to a corporation: (a) through ownership of the majority of voting stock or the ownership of the class of stock which exercises reserved powers, if it is a stock corporation; or (b) through serving as member and having the power to appoint (including through appointing one’s own directors or officers who then serve *ex officio* as to the Affiliate) the majority of the voting members or the class of members which exercises reserved powers, if it is a corporation with members; or (c) through having the power to appoint (including through appointing one’s own directors or officers who then serve *ex officio* as to the Affiliate) the majority of the voting directors or trustees or the controlling class of directors or trustees, if it is a corporation without members; or

(ii) as to a partnership or other joint venture: through the possession of sufficient controls over the activities of the partnership or joint venture that the entity having control is permitted to consolidate the activities of the partnership or joint venture on its financial statements under generally accepted accounting principles.

The terms “Controlled,” “Controlling,” “Owned” or “Owning” shall be subsumed within the definitions of “Control” or “Ownership.”

“Corporation” shall mean JMH Acquisition Corporation, a Connecticut nonstock corporation.

"Governance Documents" means the Articles of Incorporation, Certificate of Incorporation, Bylaws, System Authority Matrix, Code of Regulations or equivalent organizational documents of a corporation or other entity.

“Health System” or “Trinity Health System” means the health system which consists of Trinity Health and its subsidiaries and Affiliates.

“Key Bylaws Provisions” shall refer to sections of these Bylaws that concern any of the following: (a) the name and corporate purposes of the Corporation; (b) the Catholic Identity and Mission and Core Values of the Corporation and the powers exercisable by CHM; (c) the identity of, reserved powers exercisable by, and other matters pertaining to, the Member and Trinity Health; and (d) the authority and membership (including election, composition and removal) of the Board of Directors of the Corporation.

"Member" shall refer to Trinity Health – New England, Inc., a Connecticut nonstock corporation which is the sole member of the Corporation.

“Operating Unit” shall have the definition set forth in Section 5.04 of these Bylaws.

"Regional Health Ministry" or “RHM” is an Affiliate or operating division within the Health System that maintains a governing body that has day to day management oversight of a designated portion of the Health System, subject to certain authorities that are reserved to Trinity Health. RHMs may be based on a geographical market or dedicated to a service line or business.

“Significant Finance Matters” shall refer to the following matters which pursuant to the System Authority Matrix are subject to the approval of Trinity Health: (a) capital expenditures and dispositions; (b) incurrence of additional debt; and (c) execution of contracts and leases.

“System Authority Matrix” refers to the document that sets forth an allocation of corporate governance authority that is binding on the Corporation and its Affiliates as part of the Health System, a copy of which is attached and incorporated into these Bylaws as Exhibit A, and as may be amended by Trinity Health from time to time.

“Trinity Health” means Trinity Health Corporation, an Indiana nonprofit corporation, its successors and assigns.

Article II. PURPOSES

Section 2.01 Purposes

The purposes of the Corporation are set forth in the Certificate of Incorporation of the Corporation.

Section 2.02 Catholic Identity

The activities of the Corporation shall be carried out in a manner consistent with the teachings of the Roman Catholic Church and "Founding Principles of Catholic Health Ministries" or successor documents which set forth principles describing how the apostolic and charitable works of Catholic Health Ministries are to be carried out, as well as the values and principles inherent in the medical-moral teachings of the Roman Catholic Church (such as the *Ethical and Religious Directives for Catholic Health Care Services* as promulgated from time to time by the United States Conference of Catholic Bishops (or any successor organization), as amended from time to time).

Section 2.03 Mission Statement

The Mission and Core Values of the Corporation shall be as adopted and approved from time to time by Catholic Health Ministries. The mission statement may by action of the Corporation's Board of Directors be supplemented by reference to the purposes of the Corporation. The mission statement of the Corporation shall be as follows:

"We serve together in the spirit of the Gospel as a compassionate and transforming healing presence within our communities."

The mission statement may by action of the Corporation's Board of Directors be supplemented by reference to the purposes of the Corporation.

Section 2.04 Alienation of Property

Under Canon Law, Catholic Health Ministries shall retain its canonical stewardship with respect to those facilities, real or personal property, and other assets that constitute the temporal goods belonging, by operation of Canon Law, to Catholic Health Ministries. No alienation, within the meaning of Canon Law, of property considered to be stable patrimony of Catholic Health Ministries shall occur without prior approval of Catholic Health Ministries.

Article III. MEMBER

Section 3.01 Sole Member

The sole member of the Corporation is Trinity Health – New England, Inc., a Connecticut nonstock corporation, or its successors or assigns.

Section 3.02 Member Authority

The following actions shall be reserved exclusively to the Member of the Corporation. Subject to the reserved powers of Trinity Health, the Member may initiate and implement any proposal with respect to any of the following, or if any proposal with respect to any of the following is otherwise initiated, it shall not become effective unless the requisite approvals and other actions shall have been taken by the Member and Trinity Health, as required pursuant to the Corporation's Governance Documents:

(a) Approve the amendment or restatement of the Certificate of Incorporation and Bylaws of the Corporation, in whole or in part, and recommend the same to Trinity Health for adoption;

(b) Appoint and remove members of the Corporation's Board of Directors;

(c) Appoint and remove the President of the Corporation;

(d) Approve the strategic plan of the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption as part of the consolidated strategic plan of the Regional Health Ministry in which the Corporation participates;

(e) Approve those Significant Finance Matters which pursuant to the System Authority Matrix are subject to the authority of the Member, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(f) Approve the annual operating and capital budgets of the Corporation, and recommend the same to Trinity Health for adoption as part of the consolidated operating and capital budgets of the Regional Health Ministry in which the Corporation participates;

(g) Approve any merger, consolidation, transfer or relinquishment of membership rights, or the sale of all or substantially all of the operating assets of the Corporation (certain transactions and transfers of real property and immovable goods may also be subject to the approval of Catholic Health Ministries), and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(h) Approve any dissolution, winding up or abandonment of operations, liquidation, filing of action in bankruptcy, receivership or similar action affecting the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(i) Approve any formation or dissolution of Affiliates, partnerships, cosponsorships, joint membership arrangements, and other joint ventures involving the

Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(j) Approve any pledge or encumbrance of assets whether pursuant to a sale, capital lease, mortgage, disposition, hypothecation, or other transaction in excess of limits established by Trinity Health (pledges or encumbrances of certain real property and immovable goods may also be subject to the approval of Catholic Health Ministries), and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(k) Approve any change to the structure or operations of the Corporation which would affect its status as a nonprofit entity, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and recommend the same to Trinity Health for approval; and

(l) Approve all other matters and take all other actions reserved to members of nonprofit corporations (or shareholders of for-profit-corporations, as the case may be) by the laws of the state in which the Corporation is domiciled or as reserved in the Governance Documents of the Corporation.

Section 3.03 Reserved Powers of Trinity Health

The following actions shall be reserved exclusively to Trinity Health. Trinity Health may initiate and implement any proposal with respect to any of the following, or if a proposal with respect to any of the following is otherwise initiated, it shall not become effective unless the requisite approval and other actions shall have been taken by Trinity Health, as required pursuant to the Corporation's Governance Documents:

(a) Adopt, amend, modify or restate the Certificate of Incorporation and Bylaws of the Corporation, in whole or in part, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(b) Approve those Significant Finance Matters which pursuant to the System Authority Matrix are subject to the authority of Trinity Health, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(c) Approve any merger, consolidation, transfer or relinquishment of membership rights, or the sale of all or substantially all of the operating assets of the Corporation (certain transactions and transfers of real property and immovable goods may also be subject to the approval of Catholic Health Ministries), or Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(d) Approve any dissolution, winding up or abandonment of operations, liquidation, filing of action in bankruptcy, receivership or similar action affecting the Corporation, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(e) Approve any formation or dissolution of Affiliates, partnerships, cosponsorships, joint membership arrangements, and other joint ventures involving the Corporation, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(f) Approve any pledge or encumbrance of assets whether pursuant to a sale, capital lease, mortgage, disposition, hypothecation, or other transaction in excess of limits established by Trinity Health (pledges or encumbrances of certain real property and immovable goods may also be subject to the approval of Catholic Health Ministries), or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(g) Approve any change to the structure or operation of the Corporation which would affect its status as a nonprofit entity, exempt from taxation under Section 501(c) of the Internal Revenue Code, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(h) Appoint and remove the independent fiscal auditor of the Corporation;

(i) In recognition of the benefits accruing to the Corporation from Trinity Health, and in accordance to any other rights reserved to Trinity Health under applicable law or Governance Documents of the Corporation, Trinity Health shall have the power to transfer assets of the Corporation, or to require the Corporation to transfer assets, to Trinity Health or an entity Controlled by, Controlling or under common Control with Trinity Health, whether within or without the state of domicile of the Corporation, to the extent necessary to accomplish Trinity Health's goals and objectives. The Corporation shall not be required to violate its corporate or charitable purposes, the terms of any restricted gifts, the covenants of its debt instruments, or the law of any applicable jurisdiction as a result of any asset transfers to be made to or directed by the Member or Trinity Health pursuant to this provision; and

(j) Neither the Corporation, nor any of its Affiliates, shall transfer assets to entities other than Trinity Health without the approval of Trinity Health, except for (i) transfers previously approved by Trinity Health, either individually or as part of Trinity Health's budget process, (ii) transfers to any entity which is a direct or indirect subsidiary of Trinity Health and that is subject to the reserved powers set forth in Sections 3.02 and 3.03 of these Bylaws, or (iii) transfers in the ordinary course of business.

Section 3.04 Meetings of the Member

Meetings of the Member shall be held at the principal office of the Member or as otherwise provided in the bylaws of the Member at such time and date determined in accordance with the bylaws of the Member. Notice of meetings of the Member shall be given in accordance with the bylaws of the Member.

Article IV. BOARD OF DIRECTORS

Section 4.01 Duties and Powers

With the exception of the powers reserved to the Member, Trinity Health or Catholic Health Ministries under the Corporation's Governance Documents or applicable law, the Board of Directors shall govern, regulate and direct the affairs and business of the Corporation, carry out such policies and guidelines as adopted by the Member and Trinity Health and carry out such responsibilities as shall be delegated to it by the Member and Trinity Health, all in a manner consistent with the Mission and Core Values of the Corporation. Additional descriptions of the duties and powers of the Board of Directors are set forth in the System Authority Matrix. Among the matters under the direction of the Corporation's Board of Directors are the following actions:

- (a) Elect the officers of the Corporation (except the President);
- (b) Approve the Medical/Dental staff credentials for the hospital facilities owned and operated by the Corporation;
- (c) Oversee the Corporation's relationship with the Medical/Dental staff as contemplated in Article V of these Bylaws;
- (d) Adopt, amend, or repeal the Medical/Dental staff bylaws;
- (e) Adopt and amend from time to time rules, regulations, and policies for the conduct of the operations and affairs of the Corporation;
- (f) Develop and monitor the Corporation's quality improvement programs and approve quality and safety standards that shall be consistent with Trinity Health System quality and safety standards;
- (g) Conduct an annual review of the Corporation's quality and safety performance; and
- (h) Recommend to the Member or Trinity Health matters relating to the Corporation that require the approval or other action of the Member or Trinity Health pursuant to the Corporation's Governance Documents.

Section 4.02 Appointments and Composition

The Member shall appoint a Board of Directors on the basis of qualifications and criteria established by the Member. Except as otherwise authorized by action of the Member, the members of the Corporation's Board of Directors shall include: (i) at least one representative of the Member, designated by the Member (who shall serve *ex officio* with vote) (the "Member Director"), and, unless the Chief Executive Officer/Executive Vice Chief Executive Officer of the Corporation is designated as the Member Director, the Chief Executive Officer/Executive Vice Chief Executive Officer of the Corporation

(who shall serve ex officio with vote), (ii) at least one physician, and (iii) members of the local community or members or associates of a Roman Catholic religious congregation who need not reside in the local community. Any exception to the Board composition requires the approval of the Member. The size of the Board shall be established by the Member, by policy or otherwise.

Section 4.03 Term

Directors shall serve a three-year term, or such shorter term as may be determined by the Member in order to achieve continuity in board composition. Ex officio members of the Board of Directors shall cease to be Directors upon the termination of their service in the office resulting in their ex officio service on the Board of Directors. Other than ex officio members, no Directors may serve for more than nine (9) consecutive years, unless appointed to complete the unexpired term of another Director, in which case a Director may serve for up to ten (10) consecutive years. Former Directors are eligible for reappointment after a one-year absence from service.

Section 4.04 Annual Meeting of the Board of Directors

An annual meeting of the Board of Directors shall be held at any time during the last six months of the calendar year for the purpose of the appointment of officers and the transaction of such other business as may properly come before the meeting. Notice of the annual meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting. The meeting notice shall specify the date, time and place of the meeting. Presence at any such meeting shall be deemed to be waiver of notice of said meeting.

Section 4.05 Regular Meetings and Notice

Regular meetings of the Board of Directors shall be held as determined by the Board but no less frequently than quarterly at such time, place and date as determined from time to time by the Board of Directors. An agenda, indicating items requiring a vote of the members of the Board of Directors, together with copies of reports, statements and other supporting information shall be mailed by the Chief Executive Officer prior to meetings. No notice of regular meetings shall be required other than the resolution setting the time, place and date of the meeting.

Section 4.06 Special Meetings and Notice

Special meetings of the Board may be called by or at the request of the Chair, by written request of any two (2) members of the Board, or by the Member. The special meeting shall be held within five (5) days after receipt of such request. Notice of the special meeting shall be given in writing, personally, by telephone, electronic transmission or by facsimile transmission at least forty-eight (48) hours prior to the special meeting. The notice of any special meeting shall state the purpose for which it is called. No other business shall be transacted at the special meeting except for that business stated in the notice.

Section 4.07 Waiver of Notice

Attendance of a Director at a meeting constitutes a waiver of notice of the meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Notice also may be waived in writing, either before or after the meeting.

Section 4.08 Quorum and Valid Director Action

At all meetings of the Board, a simple majority of the Directors then in office shall constitute a quorum for the transaction of business. The vote of a majority of the Directors present and voting at any meeting at which a quorum is present shall constitute the act of the Board, unless the vote of a larger number is specifically required by law, or by the Certificate of Incorporation, Bylaws or policies of the Corporation.

Section 4.09 Written Consents

Any action required or permitted to be taken by vote at any meeting of the Board or of any committee thereof may be taken without a meeting, if before or after the action, all members of the Board or committee consent in writing. The written consents shall be filed with the minutes of proceedings of the Board or committee. Such consents shall have the same effect as a vote of the Board or committee for all purposes.

Section 4.10 Communication Equipment

Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of teleconference, video conference or similar communications equipment by virtue of which all persons participating in the meeting may hear each other if all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

Section 4.11 Resignation

Any Director may resign by written notice to the Chair of the Board. The Chair of the Board may resign by written notice to the Corporation's President who shall promptly thereafter notify the entire Board of Directors. Resignations shall be effective upon receipt or at a subsequent time if specified in the notice of resignation.

Section 4.12 Removal

Any Director may be removed with or without cause at any time by the Member. Absences of a Director from three (3) consecutive regular meetings of the Board of Directors may constitute cause for removal from the Board of Directors.

Section 4.13 Periodic Performance Review

The Board of Directors shall periodically review its own performance and issue reports to Trinity Health summarizing the results of its review.

Article V. MEDICAL/DENTAL STAFF

Section 5.01 Medical/Dental Staff Bylaws

The Medical/Dental staff of the hospital operated by the Corporation shall be organized pursuant to the bylaws of the Medical/Dental staff. The bylaws shall (i) describe the organization of the medical staff, (ii) describe the qualifications and criteria for Medical/Dental staff appointment and privilege determinations, (iii) state the duties and privileges of each category of the Medical/Dental staff, (iv) include procedures for recommendations by the Medical/Dental staff on the appointment of members of the Medical/Dental staff, the delineation of their staff privileges and the initiation of corrective action taken against any member, and (v) state the requirements for completion and documentation of patient histories and physical exams. The Medical/Dental staff bylaws also shall contain procedures for the resolution of disputes that may arise regarding the granting, denial or limitation of staff privileges or corrective action taken against any member of the Medical/Dental staff, including a hearing and appeal process and the circumstances in which such hearing/appeal rights will be made available. Bylaws, rules, regulations, and policies of the Medical/Dental staff may be proposed and adopted by the Medical/Dental staff of the hospital (or other health care provider that has a Medical/Dental staff), but the bylaws, rules, regulations, policies, and amendments thereto shall not become effective until approved by the Corporation's Board of Directors.

The Board of Directors shall have final responsibility for (i) appointment and reappointment of the members of the Medical/Dental staff and delineation of their staff privileges; (ii) taking such corrective action relating to Medical/Dental staff members as it deems appropriate; (iii) ratifying the selection of Medical/Dental staff officers made by the Medical/Dental staff; (iv) ratifying the selection of heads of the departments of the Medical/Dental staff; (v) reviewing and monitoring the quality improvement programs developed by the Medical/Dental staff; and (vi) determining which categories of practitioners are eligible for appointment to the Medical/Dental Staff. The Medical/Dental staff bylaws are not deemed to be a contract and are not intended to create contractual rights or responsibilities. The Board of Directors reserves the authority to take any direct action with respect to any Medical/Dental staff appointee action it deems to be in the best interests of the hospital operated by the Corporation, whether initiated by the Medical/Dental staff or not, and the decision of the Board shall be final.

Section 5.02 Medical/Dental Staff of Operating Units

The powers described in this Article V may be delegated to the governing body of an unincorporated operating division of governance and management of the Corporation

("Operating Unit") where such Operating Unit governing body is responsible for the operation of a hospital under applicable state law or standards of accrediting agencies. Such delegation may be accomplished by resolution or by setting forth the powers and duties of such governing body in the bylaws of the Operating Unit.

Article VI. COMMITTEES

Section 6.01 Committees

The Executive Committee of the Board of Directors and such other committees as state law may require shall be standing committees of the Corporation. The Board of Directors may establish such additional standing or special committees from time to time as it shall deem appropriate to conduct the activities of the Corporation and shall define the powers and responsibilities of such committees. Those other committees shall serve at the pleasure of the Board. The Corporation shall not have a separate audit committee as matters related to the audit of the Corporation's finances are consolidated at the Trinity Health level. The Board shall establish the purpose, composition, term and other operating matters relative to each such other committee. Each committee shall keep minutes in some manner reasonably intended to record the business that occurred at the meeting and shall forward these minutes to the Board of Directors.

Section 6.02 Executive Committee

There shall be an Executive Committee, consisting of the Chair of the Board, who shall serve as chair of the Executive Committee, the Chief Executive Officer, and at least two (2) other Directors selected by vote of the Board of Directors. All members of the Executive Committee must be members of the Board of Directors. The Executive Committee shall meet on the call of the Chair or President. Except as otherwise provided by resolution of the Board or as limited by law, the Executive Committee shall exercise the power and authority of the Board when necessary or advisable between meetings of the Board and shall exercise such other powers as may be assigned from time to time by the Board. The Executive Committee shall report on its actions at the next meeting of the Board and such actions shall be subject to revision and alteration of the Board; provided, however, that the rights of third parties shall not be affected by any such revision or alteration.

Section 6.03 Service on Committees

The committees shall establish rules and regulations for meetings and shall meet at such times as are necessary, provided that a reasonable notice of all meetings shall be given to committee members. No act of a committee shall be valid unless approved by the vote or written consent of a majority of its members. Committees shall keep regular minutes of their proceedings and report the same to the Board from time to time as the Board may require. Members of the committees (except the Executive Committee) shall be appointed for one (1) year by the Chair of the Board of Directors as soon as possible after the annual meeting of the Board. Members of the committees shall serve on their respective committees through the next annual meeting or until their successors are

appointed. The Chair of the Board shall fill vacancies on committees (except the Executive Committee) and appointees shall serve through the next annual meeting. The President shall be an ex officio member of all committees, except for any committee that reviews compliance or executive compensation matters.

Section 6.04 Quorum, Meetings, Rules and Procedures

A quorum for any meeting of a committee shall be a simple majority of the committee members or as otherwise required by applicable law, except that any ex officio members of the committee shall not be included in calculating the quorum requirement unless they are present at the meeting, in which event they shall be included towards meeting the quorum requirement. The affirmative vote of a majority of the quorum is necessary to take action of the committee, including the affirmative vote of at least one (1) member of the Board present at the meeting of the committee in order to take any action other than recommendation by the committee to the Board or Executive Committee. Minutes of all committee meetings shall be kept and forwarded to the Board. Each committee shall adopt rules for its own governance not inconsistent with these Bylaws or the acts of the Board.

Section 6.05 Committee Composition

The members and all chairs of committees other than the Executive Committee shall be appointed by the Chair of the Board. The chair of each committee shall be a Director. Committees, other than the Executive Committee, may include persons other than members of the Board of Directors; provided that each standing committee shall have at least two (2) Director members in addition to the Chair and Chief Executive Officer who shall serve ex officio; and provided further, that no authority of the Board may be delegated to a committee unless the majority of the members of such committee with Board delegated authority are members of the Board of Directors and otherwise in accordance with applicable law.

Article VII. OFFICERS

Section 7.01 Officers

The officers of the Corporation shall be the Chair, President, Secretary and Treasurer. Additionally, upon recommendation of the President, the Board of Directors may appoint a Vice Chair, an Assistant Secretary, an Assistant Treasurer, and such other officers of the Corporation as shall be deemed necessary and appropriate from time to time. Officers shall hold their respective offices until their successors are chosen and qualified.

Section 7.02 Appointment and Election of Officers

The President of the Corporation shall be appointed, evaluated, reappointed and/or removed by the Member. The President shall be Chief Executive Officer of the Corporation and any vacancy in the office of President shall be filled by the Member. The Chair shall serve a term of one (1) year and may be elected for a total of three (3)

consecutive complete one year terms. The Chair, Treasurer and Secretary of the Corporation shall be elected at the annual meeting of the Directors by the Board of Directors. The Treasurer and Secretary need not be members of the Board.

Section 7.03 Vacancies

Vacancies, occurring for any reason, shall be filled in the same manner as appointment or election and the officer so appointed or elected shall hold office until a successor is chosen and qualified.

Section 7.04 Chair

The Chair shall preside at the Board meetings and shall be an ex-officio voting member of all committees.

Section 7.05 President

The President shall have general and active management responsibility for the business of the Corporation and shall see that all orders and resolutions of the Board of Directors and the policies of the Member are carried into effect, consistent with the Mission and Core Values of the Corporation. The President shall be responsible for the appointment, evaluation, compensation and removal of the respective executive officers of those corporations of which the Corporation is the member or other controlling shareholder or owner. The President shall be a voting ex officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation.

Section 7.06 Secretary

The Secretary of the Corporation shall issue, or cause to be issued, notices of all Board meetings, shall be responsible for the keeping and the reporting of adequate records of all transactions of the Board, and shall record the minutes of all meetings of the Board of Directors. The Secretary shall further perform such other duties incident to his or her office and as the Board of Directors may from time to time determine.

Section 7.07 Treasurer

The Treasurer of the Corporation shall be responsible for all funds of the Corporation, shall make reports to the Board of Directors as requested by the Board of Directors, and shall see that an accounting system is maintained in such a manner as to give a true and accurate accounting of the financial transactions of the Corporation. The Treasurer shall further perform such other duties incident to his or her office as the Board of Directors may from time to time determine. The Treasurer may delegate any of the functions, powers, duties, and responsibilities to any agent or employee of the Corporation. In the event of such delegation, the Treasurer shall thereafter be relieved of all responsibility for the proper performance or exercise thereof.

Article VIII. INDEMNIFICATION AND STANDARD OF CARE

Section 8.01 Indemnification

The Corporation shall, to the maximum extent allowed by law, indemnify those persons (including religious congregations and their members or other canonical persons and their members) who

(a) are serving or have served as members, trustees, directors, sponsors, officers, employees, committee or subcommittee members, or agents of the Corporation, or

(b) are serving or have served at the request of the Corporation as a member, trustee, director, sponsor, officer, employee, committee or subcommittee member, agent, manager, or partner of another corporation, partnership, joint venture, trust, employee benefit plan, limited liability company or other enterprise, whether for profit or nonprofit, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding.

Section 8.02 Insurance

Except as may be limited by law, the Corporation may purchase and maintain insurance on behalf of any person (including religious congregations and their members or other canonical persons and their members) who

(a) is or was a member, trustee, director, sponsor, officer, employee, committee or subcommittee member, or agent of the Corporation, or

(b) is or was serving at the request of the Corporation as a member, trustee, director, sponsor, officer, employee, committee or subcommittee member, agent, manager, or partner of another corporation, partnership, joint venture, trust, employee benefit plan, limited liability company or other enterprise, whether for profit or nonprofit, to protect against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not this Corporation would have power to indemnify him or her against such liability under state law.

Section 8.03 Standard of Care

Each Director shall stand in a fiduciary relation to the Corporation and shall perform his or her duties as a Director, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, the Member and Trinity Health, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

Section 8.04 Justifiable Reliance

In performing his or her duties, a Director (including when such Director is acting as an officer of the Corporation) shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(a) One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented.

(b) Counsel, public accountants or other persons on matters that the Director reasonably believes to be within the professional or expert competence of such person.

(c) A committee of the Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

A Director shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

Section 8.05 Consideration of Factors

In discharging the duties of their respective positions, the Board of Directors, committees of the Board and individual Directors may, in considering the best interests of the Corporation, the Member and Trinity Health, consider the effects of any action upon employees, upon suppliers and customers of the Corporation and upon communities in which offices or other establishments of the Corporation, the Member and Trinity Health are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described herein.

Section 8.06 Presumption

Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any actions shall be presumed to be in the best interests of the Corporation, the Member and Trinity Health.

Section 8.07 Personal Liability of Directors

No Director shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless the Director has breached or failed to perform the duties of his or her office under the standards described herein, has engaged in self-dealing, or the action or inaction constitutes willful misconduct or recklessness. The provisions of this Section shall not apply to the responsibility or liability of a Director pursuant to any criminal statute or the liability of a Director for the payment of taxes pursuant to local, state or federal law.

Nothing in this Article is intended to preclude or limit the application of any other provision of law that may provide a more favorable standard or higher level of protection for the Corporation's Directors.

Article IX. SUBSIDIARIES AND VOLUNTARY HOSPITAL SERVICE ORGANIZATIONS

Section 9.01 Authority

In accordance with policies of Trinity Health, including without limitation those referenced in the System Authority Matrix, each organization of which the Corporation is the sole or majority member or owner shall have reserved certain powers to be exercised by this Corporation.

Section 9.02 Voluntary Hospital Service Organizations

The Board of Directors may authorize the establishment or dissolution of voluntary service organizations, such as an auxiliary to the Corporation or any Operating Unit of the Corporation. Such organization may be a non-profit corporation or voluntary association. No service organization may be established without approval of the Board of Directors, subject to the reserved powers of the Member and Trinity Health and any guidelines or policies established by Trinity Health with respect to voluntary organizations.

Article X. OPERATING UNITS

Section 10.01 Authority

The Board of Directors of the Corporation may organize the operations of the Corporation into one or more other Operating Units of governance and management that shall have such powers and shall carry out such responsibilities as shall be delegated to them pursuant to the policies of the Corporation and Trinity Health in effect from time to time.

Article XI. MISCELLANEOUS

Section 11.01 Fiscal Year

The fiscal year of the Corporation shall end on the 30th day of September of each year and shall begin on the 1st day of October of each year.

Section 11.02 Required Records

The officers, agents and employees of the Corporation shall maintain such books, records and accounts of the Corporation's business and affairs as may be from time to time required by the Board of Directors, or required by the laws of the state in which the Corporation is domiciled.

Section 11.03 Confidentiality

Except as otherwise publicly disclosed, or in order to appropriately conduct the Corporation's business, the records and reports of the Corporation shall be held in confidence by those persons with access to them.

Section 11.04 Conflict of Interest

Each of the Corporation's officers and members of the Board shall at all times act in a manner that furthers the Corporation's charitable purposes and shall exercise care that he or she does not act in a manner that furthers his or her private interests to the detriment of the Corporation's community benefit purposes. The Corporation's officers and members of the Board shall fully disclose to the Corporation any potential or actual conflicts of interest, if such conflicts cannot be avoided, so that such conflicts are dealt with in the best interests of the Corporation. Conflicts of interest shall be resolved in accordance with the Corporation's conflict of interest policy. The Corporation and all its officers and members of the Board shall comply with any policies of the Corporation and Trinity Health regarding conflicts of interest, as well as the requirements of applicable state law regarding such conflicts, and shall complete any and all disclosure forms as may be deemed necessary or useful by the Corporation for identifying potential conflicts of interest.

Article XII. AMENDMENT AND REVIEW

Section 12.01 Amendment

These Bylaws may be amended only in accordance with Article III of these Bylaws.

Section 12.02 Periodic Review

These Bylaws shall be reviewed periodically by the Board of Directors and any recommended revisions shall be forwarded to the Member and Trinity Health for action.

EXHIBIT A

System Authority Matrix

June 25, 2015

Ministry Schedule updated October 1 2015

TRINITY HEALTH
System Authority Matrix

This Authority Matrix summarizes a number of important activities that might be taken by an entity within the Trinity Health System and the corresponding actions or approvals that must be taken before proceeding with such activity. Many of these actions are delegations from the Board of Trinity Health to management, to Committees of the Board of Directors of Trinity Health and to governance of entities affiliated with Trinity Health. Trinity Health has adopted the following Operating Principles which apply to these delegations:

Unity: We act as a unified system, recognizing the interdependency of all its parts in fulfillment of its mission and vision while promoting the strength of our ministries serving our unique communities.

Excellence: We seek to continually innovate and improve our performance excellence and to add value by leveraging our skill and scale.

Simplicity and Clarity: Local, regional and system office leadership work in partnership to make decisions in a timely and collaborative manner that takes into account the variety of interests being affected.

Accountability: We are flexible in shaping roles, responsibilities and accountabilities at all leadership levels of the organization.

The Trinity Health Board retains control over its statutory obligations in carrying out the purposes of the corporation as the parent of a large Catholic health system. The Board is responsible for key strategic decisions and issues that will significantly impact the Trinity Health System. Delegations are established taking into account the balance between making efficient decisions close to the business activity and the need for the board and management to oversee areas of significant impact on the system as a whole in terms of Catholic Identity, strategic direction, risk and value.

The Board has adopted a process of Mission Discernment, which is intended to ensure that in the course of making major decisions, the Mission and Core Values are used as a measure to evaluate the effect of the proposed action.

This Authority Matrix is not intended to be an exclusive listing of the various actions reserved to Trinity Health or its affiliated entities. Trinity Health may clarify these delegations through policies. State law may confer additional rights or require additional actions. Those variations will be set forth in the governing documents of the entity and prevail over any conflicting authorities described in this System Authority Matrix. Different rights may also be set forth in the terms of joint venture organizing documents or other agreements. Decisions related to those joint venture entities should be made in accordance with the organizing documents; however, decisions which exceed financial thresholds or which may, in management's judgment, affect the reputation or identity of the Trinity Health System are required to be reviewed by Trinity Health management, regardless of the minority position held by the CHE Trinity affiliate in the joint venture.

Entities:

Catholic Health Ministries or CHM means the public juridic person that sponsors the Trinity Health system and exercises all canonical responsibilities related to its operations, subject to certain rights retained by sponsoring congregations or public juridic persons until such time as the stable patrimony (property) under the control of those sponsoring congregations or public juridic persons is alienated (transferred) to CHM.

Trinity Health means Trinity Health Corporation, an Indiana nonprofit corporation, which is the parent of the Trinity Health System.

Trinity Health System means Trinity Health, together with its subsidiaries and affiliates.

Ministry or Ministries means any or all RHMs, NHMs, and MHMs.

Mission Health Ministry or MHM means a first tier subsidiary of Trinity Health that maintains a governing body and which has oversight of non-institutional health operations and/or grant making. A list of MHMs is set forth on Exhibit A to this Matrix.

National Health Ministry or NHM means a first tier (direct) subsidiary that maintains a governing body that has day to day management oversight of a business line throughout the Trinity Health System. A list of NHMs is set forth on Exhibit A to this Matrix.

Regional Health Ministries or RHM means a first tier (direct) subsidiary, affiliate or operating division of Trinity Health that maintains a governing body that has day to day management oversight of a designated portion of the Trinity Health System within a geographical market. A list of RHMs is set forth Exhibit A to this Matrix.

Group 1 RHM means an RHM which had a minimum total operating revenue of \$300 million in the previous fiscal year or an RHM that has been selected by management for inclusion in Group 1 RHMs based on operational objectives.

Group 2 RHM means an RHM which is not a Group 1 RHM.

Second Tier Subsidiaries means subsidiaries and affiliates of Ministries.

Actions:

Approve means to have ultimate authority over an action. Approval includes the authority to adopt, accept, modify, disapprove or send back for further consideration an action recommended or approved by another entity in the Trinity Health System. Some actions required approval at more than one level. Final approval authority is exercised by the highest level independently of any recommendation or participation actions. If more than one entity has Approval authority, the matter may be initiated and approved by the highest level of Approval authority when permitted by law.

Participate means a timely, meaningful, collaborative and consultative process among interested parties to inform the decision under consideration.

Ratify means to confirm and adopt the act of another even if it was not approved beforehand. It also means final decision making authority, but without the power to initiate or change a recommendation.

Recommend means to review and present a matter for approval by another entity in the Trinity Health System. Recommending authority does not limit the right of the approving entity to initiate an action without a recommendation.

Other:

Governing documents are documents which establish and describe an entity, including the purposes, the powers reserved to the members or shareholders, and which set forth the rights of partners or joint owners relative to each other. Governing documents include documents filed with the state (such as articles or certificates of incorporation), bylaws (whether a corporation or an unincorporated division which has its own governing body), operating agreements and partnership agreements.

Key Bylaws Provisions are variations from the standard Governing Documents that concern any of the following: (a) the Ministry name and corporate purposes; (b) the Mission, Core Values and Catholic Identity of the Ministry and powers exercisable by CHM; (c) the identity of, reserved powers exercisable by and other matters pertaining to Trinity Health; and (d) the authority and membership (including election, composition and removal) of the Ministry Board of Directors. All other variations are not Key Bylaw Provisions.

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
I	Statements of Identity					
I a	Trinity Health System Mission Statement	-	-	-		Approve
1 b	Trinity Health System Core Values	-	-	-		Approve
II	Governing Documents					
II a	Articles and Bylaws of Trinity Health Corporation	-	-	Recommend	Approve and Recommend	Ratify
II b	Governing Documents of Ministries consistent with standard form approved by Trinity Health Board	-	Approve and Recommend	Approve variations from the approved standard Bylaws which are not Key Bylaws Provisions (determination by the General Counsel)	Approval of Governing Documents by Executive and Governance Committee, except as to Bylaws limited to approval of variations from the approved standard which are Key Bylaws Provisions	-

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
II c	Governing Documents of Second Tier Subsidiary which operates licensed healthcare facilities consistent with standard form approved by Trinity Health Board	-	Approve and Recommend	Approve variations from the approved standard Bylaws which are not Key Bylaws Provisions (determination by the General Counsel)	Approval of Governance Documents by Executive and Governance Committee, except as to Bylaws limited to approval of variations from the approved standard which are Key Bylaws Provisions	-
II d	Governing Documents of Second Tier Subsidiary	Recommend	Approve	Approve		
III	Appointments and Removals					
III a	Appointment or removal of CHM Members (which comprise the Trinity Health Board of Directors)					Approve
III b	Appointment or removal of Trinity Health Board Chair				Approve	Ratify
III c	Appointment or removal Ministry Boards of Directors		Recommend	Recommend	Approve (Executive and Governance Committee)	

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
III d	Appointment or removal of Ministry Board Chairs		Approve		Ratify (Executive and Governance Committee)	
III e	Appointment or removal of Second Tier Subsidiaries Governing Body	Recommend	Approve			
III f	Appointment or removal of Trinity Health CEO				Approve	Ratify
III g	Appointment or removal of Ministry CEOs	Participate	Recommend	Approve		
III h	Appointment or removal of Second Tier Subsidiaries CEOs	Approve				
IV	Strategy					
IV a	Trinity Health System Strategic Plans			Recommend	Approve	
IV b	Group 1 RHM and NHM Strategic Plans	Recommend	Approve	Approve		
IV c	Group 2 RHM and	Recommend	Approve	Participate		

	MHM Strategic Plans					
	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
V	Finance Matters					
V a	Group I RHM and NHM Capital Acquisitions and Dispositions	Recommend	Approve up to 2% of net assets with a maximum of \$5million	Approve above the RHM Governance level up to \$25 million	Approval \$25-\$50 million by Stewardship Committee and above that level by Board (upon recommendation by Stewardship Committee)	Approval as required by Canon Law
V b	Group II RHM and MHM Capital Acquisitions and Dispositions	Recommend	Approve up to 2% of net assets with a minimum of \$250,000 and a maximum of \$2 million	Approve above the RHM Governance level up to \$25 million	Approval \$25-\$50 million by Stewardship Committee and above that level by Board (upon recommendation by Stewardship Committee)	Approval as required by Canon Law

V c	Additional Debt and System Five Year Plan of Finance			Recommends	Approval up to \$50 million by the Stewardship Committee and above that level by the Board (upon recommendation by Stewardship Committee)	
	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
V d	System Operating and Capital Budget			Recommend	Approve (upon recommendation by Stewardship Committee)	
V e	RHM Operating and Capital Budget	Recommend	Approve	Approve		
V f	Second Tier Operating and Capital Budget	Recommend	Approve			
V g	Contracts (including leases) in which the Trinity Health is the financially obligated			Approve up to \$25 million	Approval up to \$50 million by the Stewardship Committee and above that level by the Board (upon recommendation by Stewardship Committee)	

					Committee)	
V h	Contracts (including leases) in which a Group I RHM or a NHM is financially obligated	Recommend	Approve up to 2% of net assets with a maximum of \$5million	Approve above the RHM Governance level up to \$25 million	Approval \$25-\$50 million by Stewardship Committee and above that level by Board (upon recommendation by Stewardship Committee)	
	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
V i	Contracts (including leases) in which a Group II RHM or MHM is financially obligated	Recommend	Approve up to 2% of net assets with a minimum of \$250,000 and a maximum of \$2 million	Approve above the RHM Governance level up to \$25 million	Approval \$25-\$50 million by Stewardship Committee and above that level by Board (upon recommendation by Stewardship Committee)	
V j	Auditor Selection (Trinity Health System and separate audits)			Recommend	Approve (upon recommendation by the Audit Committee)	
V k	Annual Trinity Health System Audit			Recommend	Approve (upon recommendation by the Audit Committee)	
VI	New Organizations and Major Transactions					

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
VI a	Major change affecting Trinity Health (merger, consolidation, creation, transfer, sale of substantially all assets)			Recommend	Approve	Approve
VI b	Major change affecting Ministry (merger, consolidation, creation, transfer, sale of all assets) not related to an Trinity Health System reorganization	Recommend	Recommend (Approve if required by State law)	Recommend	Approve	Approve as related to Sponsorship obligations
VI c	Major change affecting Ministry (merger, consolidation, creation, transfer, sale of all assets) related to a Trinity Health System reorganization	Recommend	Recommend (Approve if required by State law)	Recommend	Stewardship Committee Approve	Approve as related to Sponsorship obligations
VI d	Major change affecting Second Tier Subsidiaries (merger, consolidation,	Recommend	Approve	Approve		Approve as related to Sponsorship obligations

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
	creation, transfer, sale of all assets)					
VI e	Internal operational reorganization affecting tier structure	Participate	Recommend	Approve		
VI f	Formation or acquisition of an entity in which Trinity Health will be the sole parent			Recommend	Approve	Approve as related to Sponsorship obligations
VI g	Joint venture or other enterprise affecting ownership of a Group I RHM or NHM	Recommend	Approve	Recommend	Approve	Approve as related to Sponsorship obligations
VI h	Joint venture or other enterprise affecting ownership of a Group II RHM or MHM	Recommend	Approve	Recommend	Approval by Stewardship Committee	Approve as related to Sponsorship obligations
VII	People Centered					

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
	Care					
VII a	Trinity Health System Wide Quality and Safety Standards	Participates		Recommends	Approves (upon recommendation of the People Centered Care Committee	
VII b	RHM Quality and Safety Standards (consistent with Trinity Health System Quality Standards)	Recommends	Approves			
VII c	Annual review of Trinity Health System Quality and Safety			Recommends	People Centered Care Committee Approves, Board Receives Report	
VII d	Annual review of RHM Quality and Safety	Recommends	Approves	Receive Report		

EXHIBIT A

MINISTRIES

Based on the FY 2015 Income Statement and Supplemental Materials

October 1, 2015

REGIONAL HEALTH MINISTRIES (RHMs) – GROUP I

Holy Cross Health (Maryland)
Holy Cross Hospital (Florida)
Loyola University Health System (Illinois)
Mercy Health (Michigan)
Mercy Health Services – Iowa (Iowa)
Mercy Health System of Southeastern Pennsylvania (Pennsylvania)
Mount Carmel Health System (Ohio)
Our Lady of Lourdes Health Care Services (New Jersey)
Saint Agnes Medical Center (California)
Saint Alphonsus Health System (Idaho)
St. Francis Care, Inc. (Connecticut)
Saint Joseph Mercy Health System (Michigan)
Saint Joseph Regional Medical Center (Indiana)
St. Joseph's Hospital Health Center (New York)
Sisters of Providence Health System (Massachusetts)
St. Mary Medical Center (Pennsylvania)
St. Mary's Health Care System (Georgia)
St. Peter's Health Partners (New York)

REGIONAL HEALTH MINISTRIES (RHMs) – GROUP II

Mercy Health System of Chicago (Illinois)
Saint Michael's Medical Center (New Jersey)
St. Francis Hospital (Delaware)
St. Francis Medical Center (New Jersey)

NATIONAL HEALTH MINISTRIES (NHMs)

Trinity Home Health Services (multi-state)
Trinity Senior Living Communities (multi-state)
Trinity PACE

MISSION HEALTH MINISTRIES (MHMs)

Allegheny Franciscan Ministries (Florida)
Global Health Ministry (Pennsylvania)
Mercy Medical (Alabama)
Pittsburgh Mercy Health System (Pennsylvania)
Saint Joseph's Health System (Georgia)

Approved by Trinity Health Executive and Governance Committee 6/18/14, effective 7/1/14; revised and approved by the Trinity Health Executive and Governance Committee on January 27, 2015; revised and approved by the Trinity Health Board of Directors on February 25, 2015; revised and approved by the Trinity Health Executive and Governance Committee on April 9, 2015; approved by Catholic Health Ministries on June 25, 2015.



DENISE W. MERRILL
CONNECTICUT SECRETARY OF THE STATE

Connecticut eRegulations System



Official V

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Browse the Regulations of Connecticut State Agencies

Last updated: 12/23/2015

Section 19-13-B102

Title 19 - Public Health and Safety

Department of Public Health

Printer-Friendly

12/23/2015

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Regulations of Connecticut State Agencies

Sec. 19-13-B102. Standards for quality of public drinking water

(a) **Definitions.** As used in this section:

- (1) "Action level" means the concentration of lead or copper in water specified in subsection (j)(6)(B) of this section which determines, in some cases, treatment requirements contained in subsection (j)(6) of this section that a system is required to complete;
- (2) "Active source of supply" means all springs, streams, watercourses, brooks, rivers, lakes, ponds, wells, or underground water from which water is taken on a regular or periodic basis for water supply purposes. A number of wells drawing water from a single aquifer or more than 1 surface water body or a combination of surface water and ground water sources connected to a common distribution system may be considered a single source of supply;
- (3) "Annual average" means the arithmetic average of the quarterly averages of 4 consecutive quarters of monitoring;
- (4) "Bag filters" means pressure-driven separation devices that remove particulate matter larger than 1 micrometer using an engineered porous filtration media that are typically constructed of a non-rigid, fabric filtration media housed in a pressure vessel in which the direction of flow is from the inside of the bag to the outside;
- (5) "Bank filtration" means a water treatment process that uses a well to recover surface water that has naturally infiltrated into ground water through a river or bank(s). Infiltration is typically enhanced by the hydraulic gradient imposed by a nearby pumping water supply or other well(s);
- (6) "Cartridge filters" means pressure-driven separation devices that remove particulate matter larger than 1 micrometer using an engineered porous filtration media and are typically constructed as rigid or semi-rigid, self-supporting filter elements housed in pressure vessels in which flow is from the outside of the cartridge to the inside;
- (7) "CFR" means Code of Federal Regulations;
- (8) "Certified distribution system operator" means an operator who has met the education, experience, and examination requirements specified in section 25-32-9 of the Regulations of Connecticut State Agencies and has been certified by the department;
- (9) "Certified operator" means an operator who has met the education, experience, and examination requirements specified in sections 25-32-7a to 25-32-9 of the Regulations of Connecticut State Agencies and has been certified by the department;
- (10) "Certified water treatment plant operator" means an operator who has met the education, experience, and examination requirements of section 25-32-9 of the Regulations of Connecticut State Agencies and has been certified by the department;
- (11) "Coagulation" means a process using coagulant chemicals and mixing by which colloidal and suspended materials are destabilized and agglomerate into flocs;
- (12) "Coliform" means a group of bacteria found in the intestines of warm-blooded animals (including humans) and found in plants, soil, air, and water;
- (13) "Combined distribution system" means the interconnected distribution system consisting of the distribution systems of wholesale systems and

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SECRETARY OF THE STATE OF
CONNECTICUT
30 TRINITY STREET
P.O. BOX 150470
HARTFORD, CT 06115-0470

01/04/2016

Attn: DANIELLE RYAN-PRAUS
HINCKLEY ALLEN & SNYDER, LLP
20 CHURCH STREET
HARTFORD, CT 06103

RE: Acceptance of Business Filing **THIS IS NOT A BILL**

This letter is to confirm the acceptance of the following business filing:

Business Name: JOHNSON MEMORIAL MEDICAL CENTER, INC. Type of Request: AMEND NAME

Work Order Number	: 2016001221-005	Business Filing Number	: 0005457839
Filing Date/Time	: 01/04/2016 11:00 AM	Effective Date/Time	: 01/04/2016 11:00 AM
Work Order Payment Total	: \$560.00	Payment Received	: \$70.00
Credit on Account	: \$1,885.00	Customer ID	: 000308053
Business ID	: 1188471		

If you would like copies of this filing you must complete a Request for Corporate Copies and submit it with the appropriate fee.

RUBY VEAL
Commercial Recording Division
860-509-6003
www.concord-sots.ct.gov



SECRETARY OF THE STATE OF CONNECTICUT

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 190470, HARTFORD, CT 06116-0470

DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06106

PHONE: 860-509-6003

WEBSITE: [WWW.COMRECrd-sots.ct.gov](http://www.comrecrd-sots.ct.gov)

CERTIFICATE OF AMENDMENT NONSTOCK CORPORATION

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS): NAME: Danielle Ryan-Praus ADDRESS: Hinckley, Allen & Snyder LLP 20 Church Street CITY: Hartford STATE: CT ZIP: 06103	FILING FEE: \$20 MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"
1. NAME OF CORPORATION: JMMC Acquisition Corp.	
2. THE CERTIFICATE OF INCORPORATION IS (check A, B or C): <input checked="" type="checkbox"/> A. AMENDED <input type="checkbox"/> B. RESTATED <input type="checkbox"/> C. AMENDED AND RESTATED THE RESTATED CERTIFICATE CONSOLIDATES ALL AMENDMENTS INTO A SINGLE DOCUMENT	
3. TEXT OF EACH AMENDMENT / RESTATEMENT: Article I of the Certificate of Incorporation is hereby deleted in its entirety and substituted as follows: "The name of the Corporation is Johnson Memorial Medical Center, Inc." The definition of "Corporation" under Article II is hereby deleted in its entirety and substituted as follows: "Corporation" shall mean Johnson Memorial Medical Center, Inc., a Connecticut nonstock corporation."	

4. VOTE INFORMATION (CHECK A, B or C)


A. THE AMENDMENT WAS DULY APPROVED BY THE MEMBERS IN THE MANNER REQUIRED BY SECTIONS 33-1140 TO 33-1147 OF THE CONNECTICUT GENERAL STATUTES, AND BY THE CERTIFICATE OF INCORPORATION.

B. THE AMENDMENT WAS DULY APPROVED BY THE INCORPORATORS AND MEMBER APPROVAL WAS NOT REQUIRED.

C. THE AMENDMENT WAS DULY APPROVED BY THE BOARD OF DIRECTORS AND MEMBER APPROVAL WAS NOT REQUIRED.

5. EXECUTION:

DATED THIS 31st DAY OF December, 2015

NAME OF SIGNATORY	CAPACITY/TITLE OF SIGNATORY	SIGNATURE
Christopher Dadlez	President and Chief Executive Officer of Trinity Health – New England, Inc., sole member	

SECRETARY OF THE STATE OF
CONNECTICUT
30 TRINITY STREET
P.O. BOX 150470
HARTFORD, CT 06115-0470

11/24/2015

Attn: DANIELLE RYAN-PRAUS
HINCKLEY ALLEN & SNYDER, LLP
20 CHURCH STREET
HARTFORD, CT 06103

RE: Acceptance of Business Filing **THIS IS NOT A BILL**

This letter is to confirm the acceptance of the following business filing:

Business Name:	JMMC ACQUISITION CORP.	Type of Request:	CERTIFICATE OF INCORPORATION
Work Order Number	: 2015351379-001	Business Filing Number	: 0005436389
Filing Date/Time	: 11/24/2015 12:00 PM	Effective Date/Time	: 11/24/2015 12:00 PM
Work Order Payment Total	: \$100.00	Payment Received	: \$100.00
Credit on Account	: \$1,965.00	Customer ID	: 000308053
Business ID	: 1188471		

If you would like copies of this filing you must complete a Request for Corporate Copies and submit it with the appropriate fee.

ELISSA MACMILLAN
Commercial Recording Division
860-509-6003
www.concord-sots.ct.gov



SECRETARY OF THE STATE OF CONNECTICUT

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 160470, HARTFORD, CT 06115-0470
DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06109
PHONE: 860-508-6003 WEBSITE: www.concord-sofs.ct.gov

CERTIFICATE OF INCORPORATION NONSTOCK CORPORATION

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

FILING PARTY (CONFIRMATION WILL BE SENT TO THIS ADDRESS): NAME: Danielle Ryan-Praus ADDRESS: Hinckley, Allen & Snyder, LLP 20 Church Street CITY: Hartford STATE: CT ZIP: 06103		FILING FEE: \$50 MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"
1. NAME OF CORPORATION: JMMC Acquisition Corp.		
THE CORPORATION IS NONPROFIT AND SHALL NOT HAVE OR ISSUE SHARES OF STOCK OR MAKE DISTRIBUTIONS.		
2. PLACE A CHECK NEXT TO THE APPROPRIATE STATEMENT: <input type="checkbox"/> A. THE CORPORATION SHALL NOT HAVE MEMBERS. <input type="checkbox"/> B. THE CORPORATION SHALL ONLY HAVE MEMBERS, WHICH ARE NOT ENTITLED TO VOTE. <input checked="" type="checkbox"/> C. THE CORPORATION SHALL HAVE ONE CLASS OF MEMBERS. <input type="checkbox"/> D. THE CORPORATION SHALL HAVE MULTIPLE CLASSES OF MEMBERS WHICH CLASSES ARE DESIGNATED AS FOLLOWS: PLEASE NOTE: THE MANNER OF ELECTION AND APPOINTMENT OF MEMBERS ALONG WITH THEIR QUALIFICATIONS AND RIGHTS MAY BE SET FORTH IN THIS CERTIFICATE OR IN THE CORPORATION'S BYLAWS. PLEASE SEE C.G.S. § 33-1055 & -1056.		
3. APPOINTMENT OF REGISTERED AGENT: (PLEASE SELECT ONLY ONE A. OR B.)		
A. INDIVIDUAL'S AGENT NAME:		
BUSINESS ADDRESS: (P.O. BOX UNACCEPTABLE) ADDRESS: CITY: STATE: ZIP:	RESIDENCE ADDRESS: (P.O. BOX UNACCEPTABLE) ADDRESS: CITY: STATE: ZIP:	
B. BUSINESS ENTITY AGENT NAME: CT Corporation System ADDRESS: (P.O. BOX UNACCEPTABLE) ADDRESS: One Corporate Center CITY: Hartford STATE: CT ZIP: 06103		

1. ACCEPTANCE OF APPOINTMENT

Lisa Shreed V.P.
SIGNATURE OF AGENT

4. THE NATURE OF THE ACTIVITIES TO BE CONDUCTED OR THE PURPOSES TO BE PROMOTED BY THE CORPORATION:

See attached.

5. OTHER INFORMATION:

See attached.

6. CORPORATION EMAIL ADDRESS - REQUIRED: (IF NONE, MUST STATE "NONE.")

None

7. EXECUTION: CERTIFICATE MUST BE SIGNED BY EACH INCORPORATOR

DATED THIS 24 DAY OF November, 2015

NAME OF INCORPORATOR	ADDRESS	SIGNATURE(S)
Thomas S. Merrion	ADDRESS: 20 Church Street CITY: Hartford STATE: CT ZIP: 06108	<i>Thomas S. Merrion</i>
	ADDRESS: CITY: STATE: ZIP:	
	ADDRESS: CITY: STATE: ZIP:	
	ADDRESS: CITY: STATE: ZIP:	

Certificate of Incorporation of
JMMC Acquisition Corp.
A Connecticut Nonstock Corporation

ARTICLE I

Name

The name of the Corporation is JMMC Acquisition Corp.

ARTICLE II

Definitions

For the purposes of this Certificate, the following defined terms shall have the following meanings:

"Affiliate" means a corporation or other entity that is subject to the direct or indirect Control or Ownership (as defined in the Bylaws) of the Corporation.

"Board" or "Board of Directors" means the Board of Directors of the Corporation, and the term "Director" means an individual member of the Board.

"Catholic Health Ministries" or "CHM" means Catholic Health Ministries, a public juridic person that is the religious sponsor of the Corporation under the canon law of the Roman Catholic Church.

"Catholic Identity" means the theological, ethical, and canonical underpinnings of a Catholic-sponsored organization without which the entity cannot be considered a Roman Catholic church-related ministry.

"Certificate of Incorporation" means the Certificate of Incorporation of the Corporation, as amended or restated from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Corporation" shall mean JMMC Acquisition Corp., a Connecticut nonstock corporation.

"Governance Documents" means the Articles of Incorporation, Certificate of Incorporation, Code of Regulations, System Authority Matrix, Bylaws or equivalent organizational documents of a corporation or other entity.

"Health System" or "Trinity Health System" means the health system which consists of Trinity Health and its subsidiaries and Affiliates.

"Member" shall refer to Trinity Health – New England, Inc., a Connecticut nonstock corporation which is the sole member of the Corporation.

"Significant Finance Matters" shall refer to the following matters which pursuant to the System Authority Matrix are subject to the approval of Trinity Health: (a) capital expenditures and dispositions; (b) incurrence of additional debt; and (c) execution of contracts and leases.

"System Authority Matrix" refers to the document that sets forth an allocation of corporate governance authority that is binding on the Corporation and its Affiliates as part of the Health System, as may be amended by Trinity Health from time to time.

"Trinity Health" means Trinity Health Corporation, an Indiana nonprofit corporation, its successors and assigns.

ARTICLE III

Purposes

The Corporation shall be organized and operated exclusively for religious, charitable, scientific, and educational purposes within the meaning of Section 501(c)(3) of the Code. The Corporation shall not have or issue shares of stock or make distributions. The Corporation shall have no power to act in a manner which is not exclusively within the contemplation of Section 501(c)(3) of the Code, and the Corporation shall not engage directly or indirectly in any activity which would prevent it from qualifying, and continuing to qualify, as a Corporation as described in Section 501(c)(3) of the Code. Without limiting the generality of the foregoing, the purposes for which the Corporation is organized are to advance, promote, support, and carry out the purposes of Trinity Health Corporation, an Indiana nonprofit corporation, or its successor, and to further the apostolate and charitable works of Catholic Health Ministries on behalf of and as an integral part of the Roman Catholic Church in the United States. Without limiting the generality of the foregoing, the specific purposes of the Corporation shall include the following:

- A. To carry out the purposes of Trinity Health – New England, Inc., a Connecticut nonstock corporation, or its successor, which is the Member of the Corporation, and to further the apostolate of Catholic Health Ministries on behalf of and as an integral part of the Roman Catholic Church in the United States;
- B. To engage in the delivery of and to carry on, sponsor or participate, directly or through one or more affiliates, in any activities related to the delivery of health care and health care related services of every kind, nature and description which, in the opinion of the Directors of the Corporation, are appropriate in carrying out the health care mission of the Trinity Health and Catholic Health Ministries. The Corporation shall take

all such actions including, but not limited to, support and assistance of affiliates, as may be necessary or desirable to accomplish the foregoing purpose within the restrictions and limitations of this Certificate of Incorporation, the Bylaws of the Corporation or applicable law, including, without limitation, to assist JMH Acquisition Corporation ("JMH"), a Connecticut nonstock corporation, in carrying out its tax-exempt functions;

- C. To engage in the teaching and education of medical students, residents and fellows, to perform medical and related research activities, and to render professional medical services to persons in need of such services and to do so in connection with Saint Francis Hospital and Medical Center ("Saint Francis"), and under the common control and direction of Trinity Health – New England, Inc. and in pursuit thereof the corporation may engage in the following activities:
- a. providing and employing physicians to render medical services in the Greater Hartford area including those areas which are in need of additional professional medical services in one or more medical specialties;
 - b. improving and developing the scope, quality and availability of medical care and related services in the Greater Hartford area to the extent possible or reasonably feasible;
 - c. recruiting physicians to the Greater Hartford area;
 - d. promoting high quality medical care and other human services for the benefit of persons suffering from illness and for the benefit of the sick and injured generally;
 - e. providing teaching services to Saint Francis for its programs in undergraduate and graduate medical education;
 - f. conducting medical and related research in cooperation with Saint Francis;
 - g. taking an active part in the planning for and the promotion of the general medical and physician health and human needs of persons in the Greater Hartford area ; and
 - h. providing for a responsive and cost-effective administrative organization and information system as a means of ensuring high-quality management and accountability in the accomplishment of the aforesaid purposes.

- D. To promote, support and further any and all charitable, scientific, religious and educational purposes within the meaning of Section 501(c)(3) of the Code;
- E. To coordinate and oversee the activities of Affiliates, and to allocate the assets, liabilities and resources of the Corporation and its Affiliates within the Health System;
- F. To acquire, purchase, own, loan and borrow, erect, maintain, hold, use, control, manage, invest, exchange, convey, transfer, sell, mortgage, lease and rent all real and personal property of every kind and nature, which may be necessary or incidental to the accomplishment of any and all of the above purposes;
- G. To accept, receive and hold, in trust or otherwise, all contributions, legacies, bequests, gifts and benefactions which may be left, made or given to the Corporation, or its predecessor or constituent corporations, by any person, persons or organizations;
- H. To take all such actions as may be necessary or desirable to accomplish the foregoing purposes within the restrictions and limitations of this Certificate of Incorporation, the Bylaws of the Corporation and applicable law, provided that no substantial part of the activities of the Corporation shall be to carry out propaganda, or to otherwise attempt to influence legislation; and the Corporation shall not participate or intervene in any political campaign on behalf of or in opposition of any candidate for public office (by the publishing or distribution of statements or otherwise), in violation of any provisions applicable to corporations exempt from taxation under Section 501(c)(3) of the Code and the regulations promulgated thereunder as they now exist or as they may be amended;
- I. The Corporation shall not be operated for the pecuniary gain or profit, incidental or otherwise, of any private individual, and no part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its Directors, Officers or other private individuals, except the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to or for the Corporation and to make payments and distributions in furtherance of the purposes set forth herein consistent with applicable law; and
- J. Notwithstanding any other provisions of this Certificate of Incorporation, the Corporation shall not carry on any activity not permitted to be carried on by: (i) a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (ii) a corporation, contributions to which are

deductible under Section 170(c)(2) of the Code; and a corporation described in Section 509(a)(3) of the Code (or, if the Corporation is classified, Section 509(a)(1) or 509(a)(2) of the Code).

ARTICLE IV

Catholic Identity

The activities of the Corporation shall be carried out in a manner consistent with the teachings of the Roman Catholic Church and "Founding Principles of Catholic Health Ministries" or successor documents which set forth principles describing how the apostolic and charitable works of Catholic Health Ministries are to be carried out, as well as the values and principles inherent in the medical-moral teachings of the Roman Catholic Church (such as the *Ethical and Religious Directives for Catholic Health Care Services* as promulgated from time to time by the United States Conference of Catholic Bishops (or any successor organization), as amended from time to time). Under Canon Law, Catholic Health Ministries shall retain its canonical stewardship with respect to those facilities, real or personal property, and other assets that constitute the temporal goods belonging, by operation of Canon Law, to Catholic Health Ministries. No alienation, within the meaning of Canon Law, of property considered to be stable patrimony of Catholic Health Ministries shall occur without prior approval of Catholic Health Ministries.

ARTICLE V

Organization

The Corporation is a religious corporation, organized on a non-stock basis as a membership corporation. The Corporation's sole member is Trinity Health – New England, Inc., a Connecticut nonstock corporation.

ARTICLE VI

Registered Office and Resident Agent

The address of the Corporation's registered office is c/o CT Corporation System, One Corporate Center, Hartford, CT 06103. The resident agent of the Corporation is CT Corporation System, One Corporate Center, Hartford, CT 06103. The address of the Corporation's registered office and/or name of the Corporation's resident agent may be changed from time to time by the Board of Directors of the Corporation.

ARTICLE VII

Membership

Trinity Health – New England, Inc., a Connecticut nonstock corporation ("Member"), is the sole member of the Corporation. The Member shall be entitled to all rights and powers of a

member under Connecticut law, this Certificate of Incorporation and the Bylaws of the Corporation. Certain rights and powers related to the Corporation are reserved to the Member and Trinity Health under the Corporation's Governance Documents. Action by the Corporation shall not be taken or authorized until the Member and Trinity Health, as required, shall have exercised their respective reserved powers in the manner provided in the Governance Documents. The following powers are reserved to the Member and Trinity Health:

a. As reserved to the Member:

- (a) Approve the amendment or restatement of the Certificate of Incorporation and Bylaws of the Corporation, in whole or in part, and recommend the same to Trinity Health for adoption;
- (b) Appoint and remove members of the Corporation's Board of Directors;
- (c) Appoint and remove the President of the Corporation;
- (d) Approve the strategic plan of the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption as part of the consolidated strategic plan of the Regional Health Ministry in which the Corporation participates;
- (e) Approve those Significant Finance Matters which pursuant to the System Authority Matrix are subject to the authority of the Member, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;
- (f) Approve the annual operating and capital budgets of the Corporation, and recommend the same to Trinity Health for adoption as part of the consolidated operating and capital budgets of the Regional Health Ministry in which the Corporation participates;
- (g) Approve any merger, consolidation, transfer or relinquishment of membership rights, or the sale of all or substantially all of the operating assets of the Corporation (certain transactions and transfers of real property and immovable goods may also be subject to the approval of Catholic Health Ministries), and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;
- (h) Approve any dissolution, winding up or abandonment of operations, liquidation, filing of action in bankruptcy, receivership or similar action affecting the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

- (i) Approve any formation or dissolution of Affiliates, partnerships, co-sponsorships, joint membership arrangements, and other joint ventures involving the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;
 - (j) Approve any pledge or encumbrance of assets whether pursuant to a sale, capital lease, mortgage, disposition, hypothecation, or other transaction in excess of limits established by Trinity Health (pledges or encumbrances of certain real property and immovable goods may also be subject to the approval of Catholic Health Ministries), and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;
 - (k) Approve any change to the structure or operations of the Corporation which would affect its status as a nonprofit entity, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and recommend the same to Trinity Health for approval; and
 - (l) Approve all other matters and take all other actions reserved to members of nonstock corporations (or shareholders of for-profit corporations, as the case may be) by the laws of the state in which the Corporation is domiciled or as reserved in the Governance Documents of the Corporation.
- b. As reserved to Trinity Health:
- (a) Adopt, amend, modify or restate the Certificate of Incorporation and Bylaws of the Corporation, in whole or in part, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
 - (b) Approve those Significant Finance Matters which pursuant to the System Authority Matrix are subject to the authority of Trinity Health, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
 - (c) Approve any merger, consolidation, transfer or relinquishment of membership rights, or the sale of all or substantially all of the operating assets of the Corporation (certain transactions and transfers of real property and immovable goods may also be subject to the approval of Catholic Health Ministries), or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
 - (d) Approve any dissolution, winding up or abandonment of operations, liquidation, filing of action in bankruptcy, receivership or similar action affecting the Corporation, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

- (e) Approve any formation or dissolution of Affiliates, partnerships, co-sponsorships, joint membership arrangements, and other joint ventures involving the Corporation, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
- (f) Approve any pledge or encumbrance of assets whether pursuant to a sale, capital lease, mortgage, disposition, hypothecation, or other transaction in excess of limits established by Trinity Health (pledges or encumbrances of certain real property and immovable goods may also be subject to the approval of Catholic Health Ministries), or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
- (g) Approve any change to the structure or operation of the Corporation which would affect its status as a nonprofit entity, exempt from taxation under Section 501(c) of the Internal Revenue Code, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;
- (h) Appoint and remove the independent fiscal auditor of the Corporation;
- (i) In recognition of the benefits accruing to the Corporation from Trinity Health, and in addition to any other rights reserved to Trinity Health under applicable law or Governance Documents of the Corporation, Trinity Health shall have the power to transfer assets of the Corporation, or to require the Corporation to transfer assets, to Trinity Health or an entity Controlled by, Controlling or under common Control with Trinity Health, whether within or without the state of domicile of the Corporation, to the extent necessary to accomplish Trinity Health's goals and objectives. The Corporation shall not be required to violate its corporate or charitable purposes, the terms of any restricted gifts, the covenants of its debt instruments, or the law of any applicable jurisdiction as a result of any asset transfers to be made to or directed by the Member or Trinity Health pursuant to this provision; and
- (j) Neither the Corporation, nor any of its Affiliates, shall transfer assets to entities other than Trinity Health without the approval of Trinity Health, except for (i) transfers previously approved by Trinity Health, either individually or as part of Trinity Health's budget process, (ii) transfers to any entity which is a direct or indirect subsidiary of Trinity Health and that is subject to the reserved powers set forth in this Certificate, or (iii) transfers in the ordinary course of business.

ARTICLE VIII

Indemnification and Standard of Care

Section 1. Indemnification. The Corporation shall, to the maximum extent allowed by law, indemnify those persons who are serving or have served as members, trustees, directors, religious congregations or other canonical persons serving as sponsors, officers, employees, committee members, or agents of the Corporation, and those who are serving or have served at the request of the Corporation as a trustee, director, religious congregation or other canonical person serving as sponsor, officer, manager, partner, employee, committee member, or agent of another corporation, partnership, joint venture, trust, employee benefit plan, limited liability company or other enterprise, whether for profit or nonprofit, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding.

Section 2. Insurance. Except as may be limited by law, the Corporation may purchase and maintain insurance on behalf of any person who is or was a member, director, trustee, religious congregation or other canonical person serving as sponsor, officer, director, committee member, employee, or agent of the Corporation, or who is or was serving at the request of the Corporation as a trustee, religious congregation or other canonical person serving as sponsor, officer, director, committee member, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, to protect against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have power to indemnify him or her against such liability under state law.

Section 3. Standard of Care. Each Director shall stand in a fiduciary relation to the Corporation and shall perform his or her duties as a Director, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

Section 4. Justifiable Reliance. In performing his or her duties, a Director (including when such Director is acting as an officer of the Corporation) shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

- a. One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented.
- b. Counsel, public accountants or other persons on matters that the Director reasonably believes to be within the professional or expert competence of such person.
- c. A committee of the Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

- d. A Director shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

Section 5. Consideration of Factors. In discharging the duties of their respective positions, the Board of Directors, committees of the Board and individual Directors may, in considering the best interests of the Corporation, consider the effects of any action upon employees, upon suppliers and customers of the Corporation and upon communities in which offices or other establishments of the Corporation are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described herein.

Section 6. Presumption. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any actions shall be presumed to be in the best interests of the Corporation.

Section 7. Personal Liability of Director. No Director shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless the Director has breached or failed to perform the duties of his or her office under the standards described herein, has engaged in self-dealing, or the action or inaction constitutes willful misconduct or recklessness. The provisions of this Section shall not apply to the responsibility or liability of a Director pursuant to any criminal statute or the liability of a Director for the payment of taxes pursuant to local, state or federal law.

Nothing in this Article is intended to preclude or limit the application of any other provision of law that may provide a more favorable standard or higher level of protection for the Corporation's Directors.

ARTICLE IX

Dissolution

Subject to any approvals described in this Certificate of Incorporation or the Bylaws of the Corporation, upon the dissolution and final liquidation of the Corporation, all of its assets, after paying or making provision for payment of all its known debts, obligations and liabilities, and returning, transferring or conveying assets held by the Corporation conditional upon their return, transfer or conveyance upon dissolution of the Corporation, shall be distributed to the Member of this Corporation or its successor, so long as such distributee is an organization exempt from federal income tax by virtue of being an organization as described in Section 501(c)(3) of the Code. Any such assets not disposed of in accordance with the foregoing shall be distributed to Trinity Health Corporation, an Indiana nonprofit corporation or its successor, so long as such distributee is an organization exempt from federal income tax by virtue of being an organization as described in Section 501(c)(3) of the Code. Any assets not so disposed of in accordance with the foregoing shall be distributed to one or more corporations, trusts, funds or organizations which at the time appear in the Official Catholic Directory published annually by

P.J. Kenedy & Sons or any successor publication, or are controlled by any such corporation, trust, fund or organization that so appears, and are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code, as in the sole judgment of the Catholic Health Ministries have purposes most closely aligned to those of the Corporation, subject to any approvals described in this Certificate of Incorporation or the Bylaws of the Corporation and applicable law. Any assets not so disposed of shall be disposed of by a court of competent jurisdiction exclusively to one or more corporations, trusts, funds or other organizations as said court shall determine, which at the time are exempt from federal income tax as organizations described in Section 501(c)(3) of the Code and which are organized and operated exclusively for such purposes. No private individual shall share in the distribution of any Corporation assets upon dissolution of the Corporation.

ARTICLE X

Effective Date

This Certificate of Incorporation is effective as of November 24, 2015.

BYLAWS OF JMMC ACQUISITION CORP.

JMMC Acquisition Corp. (the "Corporation") changed its name to Johnson Memorial Medical Center, Inc. effective January 4, 2015. The Bylaws of the Corporation are attached hereto.

BYLAWS
OF
JMMC ACQUISITION CORPORATION
A CONNECTICUT NONSTOCK CORPORATION

Effective Date: _____, 2015

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Article I. DEFINITIONS

For the purposes of these Bylaws, the following defined terms shall have the following meanings:

“Affiliate” means a corporation or other entity that is subject to the direct or indirect Control or Ownership of the Corporation.

"Board" or "Board of Directors" means the Board of Directors of the Corporation, and the term “Director” means an individual member of the Board.

"Catholic Health Ministries" or "CHM" means Catholic Health Ministries, a public juridic person that is the religious sponsor of the Corporation under the canon law of the Roman Catholic Church.

"Catholic Identity" means the theological, ethical, and canonical underpinnings of a Catholic-sponsored organization without which the entity cannot be considered a Roman Catholic church-related ministry.

“Certificate of Incorporation” means the Certificate of Incorporation of the Corporation, as amended or restated from time to time.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

“Control” or “Ownership” will be deemed to exist:

(i) as to a corporation: (a) through ownership of the majority of voting stock or the ownership of the class of stock which exercises reserved powers, if it is a stock corporation; or (b) through serving as member and having the power to appoint (including through appointing one’s own directors or officers who then serve *ex officio* as to the Affiliate) the majority of the voting members or the class of members which exercises reserved powers, if it is a corporation with members; or (c) through having the power to appoint (including through appointing one’s own directors or officers who then serve *ex officio* as to the Affiliate) the majority of the voting directors or trustees or the controlling class of directors or trustees, if it is a corporation without members; or

(ii) as to a partnership or other joint venture: through the possession of sufficient controls over the activities of the partnership or joint venture that the entity having control is permitted to consolidate the activities of the partnership or joint venture on its financial statements under generally accepted accounting principles.

The terms “Controlled,” “Controlling,” “Owned” or “Owning” shall be subsumed within the definitions of “Control” or “Ownership.”

“Corporation” shall mean JMMC Acquisition Corporation, Inc., a Connecticut nonstock corporation.

"Governance Documents" means the Articles of Incorporation, Certificate of Incorporation, Bylaws, System Authority Matrix, Code of Regulations or equivalent organizational documents of a corporation or other entity.

“Health System” or “Trinity Health System” means the health system which consists of Trinity Health and its subsidiaries and Affiliates.

“Key Bylaws Provisions” shall refer to sections of these Bylaws that concern any of the following: (a) the name and corporate purposes of the Corporation; (b) the Catholic Identity and Mission and Core Values of the Corporation and the powers exercisable by CHM; (c) the identity of, reserved powers exercisable by, and other matters pertaining to, the Member and Trinity Health; and (d) the authority and membership (including election, composition and removal) of the Board of Directors of the Corporation.

“Member” shall refer to Trinity Health – New England, Inc., a Connecticut nonstock corporation which is the sole member of the Corporation.

"Regional Health Ministry" or “RHM” is an Affiliate or operating division within the Health System that maintains a governing body that has day to day management oversight of a designated portion of the Health System, subject to certain authorities that are reserved to Trinity Health. RHMs may be based on a geographical market or dedicated to a service line or business.

“Significant Finance Matters” shall refer to the following matters which pursuant to the System Authority Matrix are subject to the approval of Trinity Health: (a) capital expenditures and dispositions; (b) incurrence of additional debt; and (c) execution of contracts and leases.

“System Authority Matrix” refers to the document that sets forth an allocation of corporate governance authority that is binding on the Corporation and its Affiliates as part of the Health System, a copy of which is attached and incorporated into these Bylaws as Exhibit A, and as may be amended by Trinity Health from time to time.

“Trinity Health” means Trinity Health Corporation, an Indiana nonprofit corporation, its successors and assigns.

Article II. PURPOSES

Section 2.01 Purposes

The purposes of the Corporation are set forth in the Certificate of Incorporation of the Corporation.

Section 2.02 Catholic Identity

The activities of the Corporation shall be carried out in a manner consistent with the teachings of the Roman Catholic Church and "Founding Principles of Catholic Health Ministries" or successor documents which set forth principles describing how the apostolic and charitable works of Catholic Health Ministries are to be carried out, as well as the values and principles inherent in the medical-moral teachings of the Roman Catholic Church (such as the *Ethical and Religious Directives for Catholic Health Care Services* as promulgated from time to time by the United States Conference of Catholic Bishops (or any successor organization), as amended from time to time).

Section 2.03 Mission Statement

The Mission and Core Values of the Corporation shall be as adopted and approved from time to time by Catholic Health Ministries. The mission statement may by action of the Corporation's Board of Directors be supplemented by reference to the purposes of the Corporation. The mission statement of the Corporation shall be as follows:

"We serve together in the spirit of the Gospel as a compassionate and transforming healing presence within our communities."

The mission statement may by action of the Corporation's Board of Directors be supplemented by reference to the purposes of the Corporation.

Section 2.04 Alienation of Property

Under Canon Law, Catholic Health Ministries shall retain its canonical stewardship with respect to those facilities, real or personal property, and other assets that constitute the temporal goods belonging, by operation of Canon Law, to Catholic Health Ministries. No alienation, within the meaning of Canon Law, of property considered to be stable patrimony of Catholic Health Ministries shall occur without prior approval of Catholic Health Ministries.

Article III. MEMBER

Section 3.01 Sole Member

The sole member of the Corporation is Trinity Health – New England, Inc., a Connecticut nonstock corporation, or its successors or assigns.

Section 3.02 Member Authority

The following actions shall be reserved exclusively to the Member of the Corporation. Subject to the reserved powers of Trinity Health, the Member may initiate and implement any proposal with respect to any of the following, or if any proposal with respect to any of the following is otherwise initiated, it shall not become effective unless the requisite approvals and other actions shall have been taken by the Member and Trinity Health, as required pursuant to the Corporation's Governance Documents:

(a) Approve the amendment or restatement of the Certificate of Incorporation and Bylaws of the Corporation, in whole or in part, and recommend the same to Trinity Health for adoption;

(b) Appoint and remove members of the Corporation's Board of Directors;

(c) Appoint and remove the President of the Corporation;

(d) Approve the strategic plan of the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption as part of the consolidated strategic plan of the Regional Health Ministry in which the Corporation participates;

(e) Approve those Significant Finance Matters which pursuant to the System Authority Matrix are subject to the authority of the Member, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(f) Approve the annual operating and capital budgets of the Corporation, and recommend the same to Trinity Health for adoption as part of the consolidated operating and capital budgets of the Regional Health Ministry in which the Corporation participates;

(g) Approve any merger, consolidation, transfer or relinquishment of membership rights, or the sale of all or substantially all of the operating assets of the Corporation (certain transactions and transfers of real property and immovable goods may also be subject to the approval of Catholic Health Ministries), and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(h) Approve any dissolution, winding up or abandonment of operations, liquidation, filing of action in bankruptcy, receivership or similar action affecting the Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(i) Approve any formation or dissolution of Affiliates, partnerships, co-sponsorships, joint membership arrangements, and other joint ventures involving the

Corporation, and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(j) Approve any pledge or encumbrance of assets whether pursuant to a sale, capital lease, mortgage, disposition, hypothecation, or other transaction in excess of limits established by Trinity Health (pledges or encumbrances of certain real property and immovable goods may also be subject to the approval of Catholic Health Ministries), and if required by the System Authority Matrix, recommend the same to Trinity Health for adoption and authorization;

(k) Approve any change to the structure or operations of the Corporation which would affect its status as a nonprofit entity, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and recommend the same to Trinity Health for approval; and

(l) Approve all other matters and take all other actions reserved to members of nonprofit corporations (or shareholders of for-profit-corporations, as the case may be) by the laws of the state in which the Corporation is domiciled or as reserved in the Governance Documents of the Corporation.

Section 3.03 Reserved Powers of Trinity Health

The following actions shall be reserved exclusively to Trinity Health. Trinity Health may initiate and implement any proposal with respect to any of the following, or if a proposal with respect to any of the following is otherwise initiated, it shall not become effective unless the requisite approval and other actions shall have been taken by Trinity Health, as required pursuant to the Corporation's Governance Documents:

(a) Adopt, amend, modify or restate the Certificate of Incorporation and Bylaws of the Corporation, in whole or in part, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(b) Approve those Significant Finance Matters which pursuant to the System Authority Matrix are subject to the authority of Trinity Health, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(c) Approve any merger, consolidation, transfer or relinquishment of membership rights, or the sale of all or substantially all of the operating assets of the Corporation (certain transactions and transfers of real property and immovable goods may also be subject to the approval of Catholic Health Ministries), or Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(d) Approve any dissolution, winding up or abandonment of operations, liquidation, filing of action in bankruptcy, receivership or similar action affecting the Corporation, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(e) Approve any formation or dissolution of Affiliates, partnerships, co-sponsorships, joint membership arrangements, and other joint ventures involving the Corporation, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(f) Approve any pledge or encumbrance of assets whether pursuant to a sale, capital lease, mortgage, disposition, hypothecation, or other transaction in excess of limits established by Trinity Health (pledges or encumbrances of certain real property and immovable goods may also be subject to the approval of Catholic Health Ministries), or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(g) Approve any change to the structure or operation of the Corporation which would affect its status as a nonprofit entity, exempt from taxation under Section 501(c) of the Internal Revenue Code, or if Trinity Health receives a recommendation as to any such action, approve such action as recommended;

(h) Appoint and remove the independent fiscal auditor of the Corporation;

(i) In recognition of the benefits accruing to the Corporation from Trinity Health, and in accordance to any other rights reserved to Trinity Health under applicable law or Governance Documents of the Corporation, Trinity Health shall have the power to transfer assets of the Corporation, or to require the Corporation to transfer assets, to Trinity Health or an entity Controlled by, Controlling or under common Control with Trinity Health, whether within or without the state of domicile of the Corporation, to the extent necessary to accomplish Trinity Health's goals and objectives. The Corporation shall not be required to violate its corporate or charitable purposes, the terms of any restricted gifts, the covenants of its debt instruments, or the law of any applicable jurisdiction as a result of any asset transfers to be made to or directed by the Member or Trinity Health pursuant to this provision; and

(j) Neither the Corporation, nor any of its Affiliates, shall transfer assets to entities other than Trinity Health without the approval of Trinity Health, except for (i) transfers previously approved by Trinity Health, either individually or as part of Trinity Health's budget process, (ii) transfers to any entity which is a direct or indirect subsidiary of Trinity Health and that is subject to the reserved powers set forth in Sections 3.02 and 3.03 of these Bylaws, or (iii) transfers in the ordinary course of business.

Section 3.04 Meetings of the Member

Meetings of the Member shall be held at the principal office of the Member or as otherwise provided in the bylaws of the Member at such time and date determined in accordance with the bylaws of the Member. Notice of meetings of the Member shall be given in accordance with the bylaws of the Member.

Article IV. BOARD OF DIRECTORS

Section 4.01 Duties and Powers

With the exception of the powers reserved to the Member, Trinity Health or Catholic Health Ministries under the Corporation's Governance Documents or applicable law, the Board of Directors shall govern, regulate and direct the affairs and business of the Corporation, carry out such policies and guidelines as adopted by the Member and Trinity Health and carry out such responsibilities as shall be delegated to it by the Member and Trinity Health, all in a manner consistent with the Mission and Core Values of the Corporation. Additional descriptions of the duties and powers of the Board of Directors are set forth in the System Authority Matrix. Among the matters under the direction of the Corporation's Board of Directors are the following actions:

- (a) Elect the officers of the Corporation (except the President);
- (b) Adopt and amend from time to time rules, regulations, and policies for the conduct of the operations and affairs of the Corporation;
- (c) Develop and monitor the Corporation's quality improvement programs and approve quality and safety standards that shall be consistent with Trinity Health System quality and safety standards;
- (d) Conduct an annual review of the Corporation's quality and safety performance; and
- (e) Recommend to the Member or Trinity Health matters relating to the Corporation that require the approval or other action of the Member or Trinity Health pursuant to the Corporation's Governance Documents.

Section 4.02 Appointments and Composition

The Member shall appoint a Board of Directors on the basis of qualifications and criteria established by the Member. Except as otherwise authorized by action of the Member, the members of the Corporation's Board of Directors shall include: (i) at least one representative of the Member, designated by the Member (who shall serve ex officio with vote) (the "Member Director"), and, unless the Chief Executive Officer/Executive Vice Chief Executive Officer of the Corporation is designated as the Member Director, the Chief Executive Officer/Executive Vice Chief Executive Officer of the Corporation (who shall serve ex officio with vote), (ii) at least one physician, and (iii) members of the local community or members or associates of a Roman Catholic religious congregation who need not reside in the local community. Any exception to the Board composition requires the approval of the Member. The size of the Board shall be established by the Member, by policy or otherwise.

Section 4.03 Term

Directors shall serve a three-year term, or such shorter term as may be determined by the Member in order to achieve continuity in board composition. Ex officio members of the Board of Directors shall cease to be Directors upon the termination of their service in the office resulting in their ex officio service on the Board of Directors. Other than ex officio members, no Directors may serve for more than nine (9) consecutive years, unless appointed to complete the unexpired term of another Director, in which case a Director may serve for up to ten (10) consecutive years. Former Directors are eligible for reappointment after a one-year absence from service.

Section 4.04 Annual Meeting of the Board of Directors

An annual meeting of the Board of Directors shall be held at any time during the last six months of the calendar year for the purpose of the appointment of officers and the transaction of such other business as may properly come before the meeting. Notice of the annual meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting. The meeting notice shall specify the date, time and place of the meeting. Presence at any such meeting shall be deemed to be waiver of notice of said meeting.

Section 4.05 Regular Meetings and Notice

Regular meetings of the Board of Directors shall be held as determined by the Board but no less frequently than quarterly at such time, place and date as determined from time to time by the Board of Directors. An agenda, indicating items requiring a vote of the members of the Board of Directors, together with copies of reports, statements and other supporting information shall be mailed by the Chief Executive Officer prior to meetings. No notice of regular meetings shall be required other than the resolution setting the time, place and date of the meeting.

Section 4.06 Special Meetings and Notice

Special meetings of the Board may be called by or at the request of the Chair, by written request of any two (2) members of the Board, or by the Member. The special meeting shall be held within five (5) days after receipt of such request. Notice of the special meeting shall be given in writing, personally, by telephone, electronic transmission or by facsimile transmission at least forty-eight (48) hours prior to the special meeting. The notice of any special meeting shall state the purpose for which it is called. No other business shall be transacted at the special meeting except for that business stated in the notice.

Section 4.07 Waiver of Notice

Attendance of a Director at a meeting constitutes a waiver of notice of the meeting except where a Director attends a meeting for the express purpose of objecting to the transaction

of any business because the meeting is not lawfully called or convened. Notice also may be waived in writing, either before or after the meeting.

Section 4.08 Quorum and Valid Director Action

At all meetings of the Board, a simple majority of the Directors then in office shall constitute a quorum for the transaction of business. The vote of a majority of the Directors present and voting at any meeting at which a quorum is present shall constitute the act of the Board, unless the vote of a larger number is specifically required by law, or by the Certificate of Incorporation, Bylaws or policies of the Corporation.

Section 4.09 Written Consents

Any action required or permitted to be taken by vote at any meeting of the Board or of any committee thereof may be taken without a meeting, if before or after the action, all members of the Board or committee consent in writing. The written consents shall be filed with the minutes of proceedings of the Board or committee. Such consents shall have the same effect as a vote of the Board or committee for all purposes.

Section 4.10 Communication Equipment

Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of the Board or committee by means of teleconference, video conference or similar communications equipment by virtue of which all persons participating in the meeting may hear each other if all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

Section 4.11 Resignation

Any Director may resign by written notice to the Chair of the Board. The Chair of the Board may resign by written notice to the Corporation's President who shall promptly thereafter notify the entire Board of Directors. Resignations shall be effective upon receipt or at a subsequent time if specified in the notice of resignation.

Section 4.12 Removal

Any Director may be removed with or without cause at any time by the Member. Absences of a Director from three (3) consecutive regular meetings of the Board of Directors may constitute cause for removal from the Board of Directors.

Section 4.13 Periodic Performance Review

The Board of Directors shall periodically review its own performance and issue reports to Trinity Health summarizing the results of its review.

Article V. RESERVED

Article VI. COMMITTEES

Section 6.01 Committees

The Executive Committee of the Board of Directors and such other committees as state law may require shall be standing committees of the Corporation. The Board of Directors may establish such additional standing or special committees from time to time as it shall deem appropriate to conduct the activities of the Corporation and shall define the powers and responsibilities of such committees. Those other committees shall serve at the pleasure of the Board. The Corporation shall not have a separate audit committee as matters related to the audit of the Corporation's finances are consolidated at the Trinity Health level. The Board shall establish the purpose, composition, term and other operating matters relative to each such other committee. Each committee shall keep minutes in some manner reasonably intended to record the business that occurred at the meeting and shall forward these minutes to the Board of Directors.

Section 6.02 Executive Committee

There shall be an Executive Committee, consisting of the Chair of the Board, who shall serve as chair of the Executive Committee, the Chief Executive Officer, and at least two (2) other Directors selected by vote of the Board of Directors. All members of the Executive Committee must be members of the Board of Directors. The Executive Committee shall meet on the call of the Chair or President. Except as otherwise provided by resolution of the Board or as limited by law, the Executive Committee shall exercise the power and authority of the Board when necessary or advisable between meetings of the Board and shall exercise such other powers as may be assigned from time to time by the Board. The Executive Committee shall report on its actions at the next meeting of the Board and such actions shall be subject to revision and alteration of the Board; provided, however, that the rights of third parties shall not be affected by any such revision or alteration.

Section 6.03 Service on Committees

The committees shall establish rules and regulations for meetings and shall meet at such times as are necessary, provided that a reasonable notice of all meetings shall be given to committee members. No act of a committee shall be valid unless approved by the vote or written consent of a majority of its members. Committees shall keep regular minutes of their proceedings and report the same to the Board from time to time as the Board may require. Members of the committees (except the Executive Committee) shall be appointed for one (1) year by the Chair of the Board of Directors as soon as possible after the annual meeting of the Board. Members of the committees shall serve on their respective committees through the next annual meeting or until their successors are appointed. The Chair of the Board shall fill vacancies on committees (except the Executive Committee) and appointees shall serve through the next annual meeting. The

President shall be an ex officio member of all committees, except for any committee that reviews compliance or executive compensation matters.

Section 6.04 Quorum, Meetings, Rules and Procedures

A quorum for any meeting of a committee shall be a simple majority of the committee members or as otherwise required by applicable law, except that any ex officio members of the committee shall not be included in calculating the quorum requirement unless they are present at the meeting, in which event they shall be included towards meeting the quorum requirement. The affirmative vote of a majority of the quorum is necessary to take action of the committee, including the affirmative vote of at least one (1) member of the Board present at the meeting of the committee in order to take any action other than recommendation by the committee to the Board or Executive Committee. Minutes of all committee meetings shall be kept and forwarded to the Board. Each committee shall adopt rules for its own governance not inconsistent with these Bylaws or the acts of the Board.

Section 6.05 Committee Composition

The members and all chairs of committees other than the Executive Committee shall be appointed by the Chair of the Board. The chair of each committee shall be a Director. Committees, other than the Executive Committee, may include persons other than members of the Board of Directors; provided that each standing committee shall have at least two (2) Director members in addition to the Chair and Chief Executive Officer who shall serve ex officio; and provided further, that no authority of the Board may be delegated to a committee unless the majority of the members of such committee with Board delegated authority are members of the Board of Directors and otherwise in accordance with applicable law.

Article VII. OFFICERS

Section 7.01 Officers

The officers of the Corporation shall be the Chair, President, Secretary and Treasurer. Additionally, upon recommendation of the President, the Board of Directors may appoint a Vice Chair, an Assistant Secretary, an Assistant Treasurer, and such other officers of the Corporation as shall be deemed necessary and appropriate from time to time. Officers shall hold their respective offices until their successors are chosen and qualified.

Section 7.02 Appointment and Election of Officers

The President of the Corporation shall be appointed, evaluated, reappointed and/or removed by the Member. The President shall be Chief Executive Officer of the Corporation and any vacancy in the office of President shall be filled by the Member. The Chair shall serve a term of one (1) year and may be elected for a total of three (3) consecutive complete one year terms. The Chair, Treasurer and Secretary of the

Corporation shall be elected at the annual meeting of the Directors by the Board of Directors. The Treasurer and Secretary need not be members of the Board.

Section 7.03 Vacancies

Vacancies, occurring for any reason, shall be filled in the same manner as appointment or election and the officer so appointed or elected shall hold office until a successor is chosen and qualified.

Section 7.04 Chair

The Chair shall preside at the Board meetings and shall be an ex-officio voting member of all committees.

Section 7.05 President

The President shall have general and active management responsibility for the business of the Corporation and shall see that all orders and resolutions of the Board of Directors and the policies of the Member are carried into effect, consistent with the Mission and Core Values of the Corporation. The President shall be responsible for the appointment, evaluation, compensation and removal of the respective executive officers of those corporations of which the Corporation is the member or other controlling shareholder or owner. The President shall be a voting ex officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation.

Section 7.06 Secretary

The Secretary of the Corporation shall issue, or cause to be issued, notices of all Board meetings, shall be responsible for the keeping and the reporting of adequate records of all transactions of the Board, and shall record the minutes of all meetings of the Board of Directors. The Secretary shall further perform such other duties incident to his or her office and as the Board of Directors may from time to time determine.

Section 7.07 Treasurer

The Treasurer of the Corporation shall be responsible for all funds of the Corporation, shall make reports to the Board of Directors as requested by the Board of Directors, and shall see that an accounting system is maintained in such a manner as to give a true and accurate accounting of the financial transactions of the Corporation. The Treasurer shall further perform such other duties incident to his or her office as the Board of Directors may from time to time determine. The Treasurer may delegate any of the functions, powers, duties, and responsibilities to any agent or employee of the Corporation. In the event of such delegation, the Treasurer shall thereafter be relieved of all responsibility for the proper performance or exercise thereof.

Article VIII. INDEMNIFICATION AND STANDARD OF CARE

Section 8.01 Indemnification

The Corporation shall, to the maximum extent allowed by law, indemnify those persons (including religious congregations and their members or other canonical persons and their members) who

(a) are serving or have served as members, trustees, directors, sponsors, officers, employees, committee or subcommittee members, or agents of the Corporation, or

(b) are serving or have served at the request of the Corporation as a member, trustee, director, sponsor, officer, employee, committee or subcommittee member, agent, manager, or partner of another corporation, partnership, joint venture, trust, employee benefit plan, limited liability company or other enterprise, whether for profit or nonprofit, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit, or proceeding.

Section 8.02 Insurance

Except as may be limited by law, the Corporation may purchase and maintain insurance on behalf of any person (including religious congregations and their members or other canonical persons and their members) who

(a) is or was a member, trustee, director, sponsor, officer, employee, committee or subcommittee member, or agent of the Corporation, or

(b) is or was serving at the request of the Corporation as a member, trustee, director, sponsor, officer, employee, committee or subcommittee member, agent, manager, or partner of another corporation, partnership, joint venture, trust, employee benefit plan, limited liability company or other enterprise, whether for profit or nonprofit, to protect against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not this Corporation would have power to indemnify him or her against such liability under state law.

Section 8.03 Standard of Care

Each Director shall stand in a fiduciary relation to the Corporation and shall perform his or her duties as a Director, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, the Member and Trinity Health, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

Section 8.04 Justifiable Reliance

In performing his or her duties, a Director (including when such Director is acting as an officer of the Corporation) shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(a) One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented.

(b) Counsel, public accountants or other persons on matters that the Director reasonably believes to be within the professional or expert competence of such person.

(c) A committee of the Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

A Director shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

Section 8.05 Consideration of Factors

In discharging the duties of their respective positions, the Board of Directors, committees of the Board and individual Directors may, in considering the best interests of the Corporation, the Member and Trinity Health, consider the effects of any action upon employees, upon suppliers and customers of the Corporation and upon communities in which offices or other establishments of the Corporation, the Member and Trinity Health are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described herein.

Section 8.06 Presumption

Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any actions shall be presumed to be in the best interests of the Corporation, the Member and Trinity Health.

Section 8.07 Personal Liability of Directors

No Director shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless the Director has breached or failed to perform the duties of his or her office under the standards described herein, has engaged in self-dealing, or the action or inaction constitutes willful misconduct or recklessness. The provisions of this Section shall not apply to the responsibility or liability of a Director pursuant to any criminal statute or the liability of a Director for the payment of taxes pursuant to local, state or federal law.

Nothing in this Article is intended to preclude or limit the application of any other provision of law that may provide a more favorable standard or higher level of protection for the Corporation's Directors.

Article IX. SUBSIDIARIES AND VOLUNTARY SERVICE ORGANIZATIONS

Section 9.01 Authority

In accordance with policies of Trinity Health, including without limitation those referenced in the System Authority Matrix, each organization of which the Corporation is the sole or majority member or owner shall have reserved certain powers to be exercised by this Corporation.

Section 9.02 Voluntary Service Organizations

The Board of Directors may authorize the establishment or dissolution of voluntary service organizations, such as an auxiliary to the Corporation or any Operating Unit of the Corporation. Such organization may be a non-profit corporation or voluntary association. No service organization may be established without approval of the Board of Directors, subject to the reserved powers of the Member and Trinity Health and any guidelines or policies established by Trinity Health with respect to voluntary organizations.

Article X. OPERATING UNITS

Section 10.01 Authority

The Board of Directors of the Corporation may organize the operations of the Corporation into one or more other Operating Units of governance and management that shall have such powers and shall carry out such responsibilities as shall be delegated to them pursuant to the policies of the Corporation and Trinity Health in effect from time to time.

Article XI. MISCELLANEOUS

Section 11.01 Fiscal Year

The fiscal year of the Corporation shall end on the 30th day of September of each year and shall begin on the 1st day of October of each year.

Section 11.02 Required Records

The officers, agents and employees of the Corporation shall maintain such books, records and accounts of the Corporation's business and affairs as may be from time to time required by the Board of Directors, or required by the laws of the state in which the Corporation is domiciled.

Section 11.03 Confidentiality

Except as otherwise publicly disclosed, or in order to appropriately conduct the Corporation's business, the records and reports of the Corporation shall be held in confidence by those persons with access to them.

Section 11.04 Conflict of Interest

Each of the Corporation's officers and members of the Board shall at all times act in a manner that furthers the Corporation's charitable purposes and shall exercise care that he or she does not act in a manner that furthers his or her private interests to the detriment of the Corporation's community benefit purposes. The Corporation's officers and members of the Board shall fully disclose to the Corporation any potential or actual conflicts of interest, if such conflicts cannot be avoided, so that such conflicts are dealt with in the best interests of the Corporation. Conflicts of interest shall be resolved in accordance with the Corporation's conflict of interest policy. The Corporation and all its officers and members of the Board shall comply with any policies of the Corporation and Trinity Health regarding conflicts of interest, as well as the requirements of applicable state law regarding such conflicts, and shall complete any and all disclosure forms as may be deemed necessary or useful by the Corporation for identifying potential conflicts of interest.

Article XII. AMENDMENT AND REVIEW

Section 12.01 Amendment

These Bylaws may be amended only in accordance with Article III of these Bylaws.

Section 12.02 Periodic Review

These Bylaws shall be reviewed periodically by the Board of Directors and any recommended revisions shall be forwarded to the Member and Trinity Health for action.

EXHIBIT A

System Authority Matrix

June 25, 2015

Ministry Schedule updated October 1 2015

TRINITY HEALTH
System Authority Matrix

This Authority Matrix summarizes a number of important activities that might be taken by an entity within the Trinity Health System and the corresponding actions or approvals that must be taken before proceeding with such activity. Many of these actions are delegations from the Board of Trinity Health to management, to Committees of the Board of Directors of Trinity Health and to governance of entities affiliated with Trinity Health. Trinity Health has adopted the following Operating Principles which apply to these delegations:

Unity: We act as a unified system, recognizing the interdependency of all its parts in fulfillment of its mission and vision while promoting the strength of our ministries serving our unique communities.

Excellence: We seek to continually innovate and improve our performance excellence and to add value by leveraging our skill and scale.

Simplicity and Clarity: Local, regional and system office leadership work in partnership to make decisions in a timely and collaborative manner that takes into account the variety of interests being affected.

Accountability: We are flexible in shaping roles, responsibilities and accountabilities at all leadership levels of the organization.

The Trinity Health Board retains control over its statutory obligations in carrying out the purposes of the corporation as the parent of a large Catholic health system. The Board is responsible for key strategic decisions and issues that will significantly impact the Trinity Health System. Delegations are established taking into account the balance between making efficient decisions close to the business activity and the need for the board and management to oversee areas of significant impact on the system as a whole in terms of Catholic Identity, strategic direction, risk and value.

The Board has adopted a process of Mission Discernment, which is intended to ensure that in the course of making major decisions, the Mission and Core Values are used as a measure to evaluate the effect of the proposed action.

This Authority Matrix is not intended to be an exclusive listing of the various actions reserved to Trinity Health or its affiliated entities. Trinity Health may clarify these delegations through policies. State law may confer additional rights or require additional actions. Those variations will be set forth in the governing documents of the entity and prevail over any conflicting authorities described in this System Authority Matrix. Different rights may also be set forth in the terms of joint venture organizing documents or other agreements. Decisions related to those joint venture entities should be made in accordance with the organizing documents; however, decisions which exceed financial thresholds or which may, in management's judgment, affect the reputation or identity of the Trinity Health System are required to be reviewed by Trinity Health management, regardless of the minority position held by the CHE Trinity affiliate in the joint venture.

Entities:

Catholic Health Ministries or CHM means the public juridic person that sponsors the Trinity Health system and exercises all canonical responsibilities related to its operations, subject to certain rights retained by sponsoring congregations or public juridic persons until such time as the stable patrimony (property) under the control of those sponsoring congregations or public juridic persons is alienated (transferred) to CHM.

Trinity Health means Trinity Health Corporation, an Indiana nonprofit corporation, which is the parent of the Trinity Health System.

Trinity Health System means Trinity Health, together with its subsidiaries and affiliates.

Ministry or Ministries means any or all RHMs, NHMs, and MHMs.

Mission Health Ministry or MHM means a first tier subsidiary of Trinity Health that maintains a governing body and which has oversight of non-institutional health operations and/or grant making. A list of MHMs is set forth on Exhibit A to this Matrix.

National Health Ministry or NHM means a first tier (direct) subsidiary that maintains a governing body that has day to day management oversight of a business line throughout the Trinity Health System. A list of NHMs is set forth on Exhibit A to this Matrix.

Regional Health Ministries or RHM means a first tier (direct) subsidiary, affiliate or operating division of Trinity Health that maintains a governing body that has day to day management oversight of a designated portion of the Trinity Health System within a geographical market. A list of RHMs is set forth Exhibit A to this Matrix.

Group 1 RHM means an RHM which had a minimum total operating revenue of \$300 million in the previous fiscal year or an RHM that has been selected by management for inclusion in Group 1 RHMs based on operational objectives.

Group 2 RHM means an RHM which is not a Group 1 RHM.

Second Tier Subsidiaries means subsidiaries and affiliates of Ministries.

Actions:

Approve means to have ultimate authority over an action. Approval includes the authority to adopt, accept, modify, disapprove or send back for further consideration an action recommended or approved by another entity in the Trinity Health System. Some actions required approval at more than one level. Final approval authority is exercised by the highest level independently of any recommendation or participation actions. If more than one entity has Approval authority, the matter may be initiated and approved by the highest level of Approval authority when permitted by law.

Participate means a timely, meaningful, collaborative and consultative process among interested parties to inform the decision under consideration.

Ratify means to confirm and adopt the act of another even if it was not approved beforehand. It also means final decision making authority, but without the power to initiate or change a recommendation.

Recommend means to review and present a matter for approval by another entity in the Trinity Health System. Recommending authority does not limit the right of the approving entity to initiate an action without a recommendation.

Other:

Governing documents are documents which establish and describe an entity, including the purposes, the powers reserved to the members or shareholders, and which set forth the rights of partners or joint owners relative to each other. Governing documents include documents filed with the state (such as articles or certificates of incorporation), bylaws (whether a corporation or an unincorporated division which has its own governing body), operating agreements and partnership agreements.

Key Bylaws Provisions are variations from the standard Governing Documents that concern any of the following: (a) the Ministry name and corporate purposes; (b) the Mission, Core Values and Catholic Identity of the Ministry and powers exercisable by CHM; (c) the identity of, reserved powers exercisable by and other matters pertaining to Trinity Health; and (d) the authority and membership (including election, composition and removal) of the Ministry Board of Directors. All other variations are not Key Bylaw Provisions.

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
I	Statements of Identity					
I a	Trinity Health System Mission Statement	-	-	-		Approve
1 b	Trinity Health System Core Values	-	-	-		Approve
II	Governing Documents					
II a	Articles and Bylaws of Trinity Health Corporation	-	-	Recommend	Approve and Recommend	Ratify
II b	Governing Documents of Ministries consistent with standard form approved by Trinity Health Board	-	Approve and Recommend	Approve variations from the approved standard Bylaws which are not Key Bylaws Provisions (determination by the General Counsel)	Approval of Governing Documents by Executive and Governance Committee, except as to Bylaws limited to approval of variations from the approved standard which are Key Bylaws Provisions	-

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
II c	Governing Documents of Second Tier Subsidiary which operates licensed healthcare facilities consistent with standard form approved by Trinity Health Board	-	Approve and Recommend	Approve variations from the approved standard Bylaws which are not Key Bylaws Provisions (determination by the General Counsel)	Approval of Governance Documents by Executive and Governance Committee, except as to Bylaws limited to approval of variations from the approved standard which are Key Bylaws Provisions	-
II d	Governing Documents of Second Tier Subsidiary	Recommend	Approve	Approve		
III	Appointments and Removals					
III a	Appointment or removal of CHM Members (which comprise the Trinity Health Board of Directors)					Approve
III b	Appointment or removal of Trinity Health Board Chair				Approve	Ratify
III c	Appointment or removal Ministry Boards of Directors		Recommend	Recommend	Approve (Executive and Governance Committee)	

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
III d	Appointment or removal of Ministry Board Chairs		Approve		Ratify (Executive and Governance Committee)	
III e	Appointment or removal of Second Tier Subsidiaries Governing Body	Recommend	Approve			
III f	Appointment or removal of Trinity Health CEO				Approve	Ratify
III g	Appointment or removal of Ministry CEOs	Participate	Recommend	Approve		
III h	Appointment or removal of Second Tier Subsidiaries CEOs	Approve				
IV	Strategy					
IV a	Trinity Health System Strategic Plans			Recommend	Approve	
IV b	Group 1 RHM and NHM Strategic Plans	Recommend	Approve	Approve		
IV c	Group 2 RHM and MHM Strategic Plans	Recommend	Approve	Participate		

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
V	Finance Matters					
V a	Group I RHM and NHM Capital Acquisitions and Dispositions	Recommend	Approve up to 2% of net assets with a maximum of \$5million	Approve above the RHM Governance level up to \$25 million	Approval \$25-\$50 million by Stewardship Committee and above that level by Board (upon recommendation by Stewardship Committee)	Approval as required by Canon Law
V b	Group II RHM and MHM Capital Acquisitions and Dispositions	Recommend	Approve up to 2% of net assets with a minimum of \$250,000 and a maximum of \$2 million	Approve above the RHM Governance level up to \$25 million	Approval \$25-\$50 million by Stewardship Committee and above that level by Board (upon recommendation by Stewardship Committee)	Approval as required by Canon Law
V c	Additional Debt and System Five Year Plan of Finance			Recommends	Approval up to \$50 million by the Stewardship Committee and above that level by the Board (upon recommendation by Stewardship Committee)	

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
V d	System Operating and Capital Budget			Recommend	Approve (upon recommendation by Stewardship Committee)	
V e	RHM Operating and Capital Budget	Recommend	Approve	Approve		
V f	Second Tier Operating and Capital Budget	Recommend	Approve			
V g	Contracts (including leases) in which the Trinity Health is the financially obligated			Approve up to \$25 million	Approval up to \$50 million by the Stewardship Committee and above that level by the Board (upon recommendation by Stewardship Committee)	
V h	Contracts (including leases) in which a Group I RHM or a NHM is financially obligated	Recommend	Approve up to 2% of net assets with a maximum of \$5million	Approve above the RHM Governance level up to \$25 million	Approval \$25-\$50 million by Stewardship Committee and above that level by Board (upon recommendation by Stewardship Committee)	

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
V i	Contracts (including leases) in which a Group II RHM or MHM is financially obligated	Recommend	Approve up to 2% of net assets with a minimum of \$250,000 and a maximum of \$2 million	Approve above the RHM Governance level up to \$25 million	Approval \$25-\$50 million by Stewardship Committee and above that level by Board (upon recommendation by Stewardship Committee)	
V j	Auditor Selection (Trinity Health System and separate audits)			Recommend	Approve (upon recommendation by the Audit Committee)	
V k	Annual Trinity Health System Audit			Recommend	Approve (upon recommendation by the Audit Committee)	
VI	New Organizations and Major Transactions					
VI a	Major change affecting Trinity Health (merger, consolidation, creation, transfer, sale of substantially all assets)			Recommend	Approve	Approve

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
VI b	Major change affecting Ministry (merger, consolidation, creation, transfer, sale of all assets) not related to an Trinity Health System reorganization	Recommend	Recommend (Approve if required by State law)	Recommend	Approve	Approve as related to Sponsorship obligations
VI c	Major change affecting Ministry (merger, consolidation, creation, transfer, sale of all assets) related to a Trinity Health System reorganization	Recommend	Recommend (Approve if required by State law)	Recommend	Stewardship Committee Approve	Approve as related to Sponsorship obligations
VI d	Major change affecting Second Tier Subsidiaries (merger, consolidation, creation, transfer, sale of all assets)	Recommend	Approve	Approve		Approve as related to Sponsorship obligations
VI e	Internal operational reorganization affecting tier structure	Participate	Recommend	Approve		

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
VI f	Formation or acquisition of an entity in which Trinity Health will be the sole parent			Recommend	Approve	Approve as related to Sponsorship obligations
VI g	Joint venture or other enterprise affecting ownership of a Group I RHM or NHM	Recommend	Approve	Recommend	Approve	Approve as related to Sponsorship obligations
VI h	Joint venture or other enterprise affecting ownership of a Group II RHM or MHM	Recommend	Approve	Recommend	Approval by Stewardship Committee	Approve as related to Sponsorship obligations
VII	People Centered Care					
VII a	Trinity Health System Wide Quality and Safety Standards	Participates		Recommends	Approves (upon recommendation of the People Centered Care Committee)	

	Action	Ministry Management	Ministry Governance	Trinity Health Management	Trinity Health Governance	Catholic Health Ministries
VII b	RHM Quality and Safety Standards (consistent with Trinity Health System Quality Standards)	Recommends	Approves			
VII c	Annual review of Trinity Health System Quality and Safety			Recommends	People Centered Care Committee Approves, Board Receives Report	
VII d	Annual review of RHM Quality and Safety	Recommends	Approves	Receive Report		

EXHIBIT A

MINISTRIES

Based on the FY 2015 Income Statement and Supplemental Materials

October 1, 2015

REGIONAL HEALTH MINISTRIES (RHMs) – GROUP I

Holy Cross Health (Maryland)
Holy Cross Hospital (Florida)
Loyola University Health System (Illinois)
Mercy Health (Michigan)
Mercy Health Services – Iowa (Iowa)
Mercy Health System of Southeastern Pennsylvania (Pennsylvania)
Mount Carmel Health System (Ohio)
Our Lady of Lourdes Health Care Services (New Jersey)
Saint Agnes Medical Center (California)
Saint Alphonsus Health System (Idaho)
St. Francis Care, Inc. (Connecticut)
Saint Joseph Mercy Health System (Michigan)
Saint Joseph Regional Medical Center (Indiana)
St. Joseph's Hospital Health Center (New York)
Sisters of Providence Health System (Massachusetts)
St. Mary Medical Center (Pennsylvania)
St. Mary's Health Care System (Georgia)
St. Peter's Health Partners (New York)

REGIONAL HEALTH MINISTRIES (RHMs) – GROUP II

Mercy Health System of Chicago (Illinois)
Saint Michael's Medical Center (New Jersey)
St. Francis Hospital (Delaware)
St. Francis Medical Center (New Jersey)

NATIONAL HEALTH MINISTRIES (NHMs)

Trinity Home Health Services (multi-state)
Trinity Senior Living Communities (multi-state)
Trinity PACE

MISSION HEALTH MINISTRIES (MHMs)

Allegheny Franciscan Ministries (Florida)
Global Health Ministry (Pennsylvania)
Mercy Medical (Alabama)
Pittsburgh Mercy Health System (Pennsylvania)
Saint Joseph's Health System (Georgia)

Approved by Trinity Health Executive and Governance Committee 6/18/14, effective 7/1/14; revised and approved by the Trinity Health Executive and Governance Committee on January 27, 2015; revised and approved by the Trinity Health Board of Directors on February 25, 2015; revised and approved by the Trinity Health Executive and Governance Committee on April 9, 2015; approved by Catholic Health Ministries on June 25, 2015.

Greer, Leslie

From: Roberts, Karen
Sent: Monday, February 01, 2016 3:34 PM
To: Huber, Jack; Greer, Leslie
Subject: Fw: 15-32002 Transfer of Ownership of Johnson Memorial Medical Center to Saint Francis Care CON
Attachments: Cover letter 1 29 to Karen Roberts re JMH Financial Assistance Policy.doc; 1.4.3 Revised Financial Assistance Application Policy effective 3~1~2016.docx; Letter to Karen Roberts 2 1 16 via email and regular mail.pdf

From: Rotavera, Liz <LRotaver@stfranciscare.org>
Sent: Monday, February 1, 2016 12:19 PM
To: Roberts, Karen
Cc: Hartley, Christopher
Subject: DN: 15-32002 Transfer of Ownership of Johnson Memorial Medical Center to Saint Francis Care CON

Hi Karen,

Happy New Year.

We hope all is well.

See above documents for the filing requirements for the above referenced CON in word and pdf.

I will put the original in the regular mail today.

Thanks

Liz and Chris

NOTICE: This email and/or attachments may contain confidential or proprietary information which may be legally privileged. It is intended only for the named recipient(s). If an addressing or transmission error has misdirected this email, please notify the author by replying to this message. If you are not the named recipient, you are not authorized to use, disclose, distribute, make copies or print this email, and should immediately delete it from your computer system. Saint Francis Care has scanned this email and its attachments for malicious content. However, the recipient should check this email and any attachments for the presence of viruses. Saint Francis Care accepts no liability for any damage caused by any virus transmitted by this email.

114 Woodland Street
Hartford, CT 06105
860-714-5573
Fax: 860-714-8093

R. Christopher Hartley
Senior Vice President
Planning, Business Development &
Government Relations

February 1, 2016

Karen Roberts
Principal Health Care Analyst
Office of Health Care Access
410 Capitol Avenue
MS# 13HCA
P.O. Box 340308
Hartford, CT 06134-0308

RE: Docket Number: 15-32002-CON Transfer of Ownership of Johnson Memorial Medical Center to Saint Francis Care, Inc.

Dear Mrs. Roberts:

In accordance with Item 12 of the above-referenced Agreed Settlement Order dated November 24, 2015, the revised JMH Charity Care and Financial Assistance Policy, effective March 1, 2016, is attached. This policy will be published on the JMH website on March 1, 2016 after education and changes to the system have been put in place.

Please do not hesitate to contact me if you have any questions regarding this matter at 860-714-5573.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Chris Hartley". The signature is written in a cursive, flowing style.

R. Christopher Hartley
Senior Vice President
Planning, Business Development & Government Relations

Enclosures

JOHNSON MEMORIAL MEDICAL CENTER
PATIENT ACCOUNTS DEPARTMENT
FINANCIAL ASSISTANCE APPLICATION POLICY

I. POLICY:

Johnson Memorial Hospital (JMH) recognizes that there are times when patients in need of medical care will have difficulty paying for services provided. JMH's financial assistance program may provide discounts to qualifying individuals based on their income and assets. Excluded from this policy are cosmetic procedures, bariatric services and liability cases.

II. APPLIES TO:

Patient Accounting Department, Customer Service Representative

III. PROCEDURE:

Application for Financial Relief

1. Application may be obtained from the appropriate hospital personnel: Financial Counselors, Collection Representatives, and Telephone Representatives.
2. The completed and signed application must be returned to the Business Office with the following requested documentation, in the return envelope provided:
 - a. Family size - as reflected on prior year tax return; and
 - b. Income verification – to include one of the following:
 - i. Four most current pay stubs;
 - ii. A letter from employer or government agency which verifies income and previous year's tax return; or
 - iii. Active Medicaid eligibility screen print that indicates current full Medicaid coverage

If any of the above required documents are not received, the application will be pending for thirty (30) days. A written notification will be sent to the applicant detailing the missing documentation. If the missing documentation is not provided within twenty (20) days, the application will be denied. An approved application will cover all previous covered services and as well as future qualifying services for the next six (6) months.

3. An application for State Medical Assistance (Medicaid) must be completed for those patients with a verified income below 100% of the poverty guidelines. If the patient is ineligible for Medicaid they will be offered hospital financial relief based on the Medicare allowed amounts.

- If a patient is approved for Medicaid with no spenddown, the proof of eligibility determination from the Department of Social Services can be used as verification of their income and be eligible for 100% financial assistance .
- If the balance on an account is the result of a spenddown, the income guidelines will apply to determine eligibility. The Medicare allowed calculation will apply so the balance may not be eligible for financial assistance.

Effective 1/1/2014: Un-insured applicants must complete an application through Access Health during open enrollment for eligibility determination for a qualified health plan, or HUSKY Health..

4. Eligibility is determined on family size and current income.

- a. Income eligibility is based on the federal poverty guidelines. Patients with income levels **under 200%** of the federal poverty guidelines who are ineligible for State Medical Assistance will receive 100% financial relief.
- b. Patients with income levels ranging between **200% to 250%** of the federal poverty guidelines and who are ineligible for State Medical Assistance will be eligible for financial assistance based upon Medicare allowed amount. This may or may not provide a discount on the patient balance that is owed.

Self Pay Patients with income over 250% of the federal poverty guidelines will not be eligible for financial assistance but may still receive a self pay discount if applicable.

Examples:

- If an insurance payment (cash from insurance) is the same or greater than the Medicare allowed amount for the same service, there will be no patient responsibility. The patient balance will be adjusted 100% with the financial assistance code 97000039.
- If the insurance payment is less than the Medicare allowed amount, the patient is responsible to pay up to the Medicare allowed amount. Any amount over the Medicare allowed amount will be adjusted with the financial assistance code 97000039 or 5017.
- Patients with health insurance who have medically necessary inpatient and outpatient services will be eligible to apply for financial assistance in the following instances:
 - Reached their maximum benefits
 - Entire procedure is non covered due to limitations of their policy or diagnosis

C-tag: 1.4.3

Patients within the 200-250% of the federal poverty guidelines will be required to pay the Medicare allowed amount.

Patients over 250% of the federal poverty guidelines will be granted the self pay discount.

5. The Self Pay Manager and appropriate personnel must determine eligibility within thirty (30) days of receipt of a completed application.
6. Assessment for other free bed funding is completed as part of the financial assessment.

PRESUMPTIVE SUPPORT:

The Hospital recognizes that not all patients are able to provide complete financial information. Therefore, approval for Financial Support may be determined based on limited available information. When such approval is granted, it is classified as “Presumptive Support.” No application is required for this group.

Examples of presumptive cases include:

- Deceased patients with no known estate;
- Homeless patients;
- Patient bankruptcies;
- Members of religious organizations who have taken a vow of poverty and have no resources individually or through religious order and
- Patients who are qualified for other State Assistance Programs that are income based.

ADJUSTMENTS GREATER THAN \$5,000.00 ARE SUBJECT TO APPROVALS AS FOLLOWS:

<\$4,999 - Customer Service Rep/Financial Counselors/Team Leads

\$5,000-\$24,999 - Supervisor

\$25,000-\$49,999 - Manager

\$50,000-\$99,999 - Director of Patient Financial Services

>\$100,000 - VP, Revenue Cycle

After obtaining approval, staff will apply adjustment.

To be Noted

- For all financial relief cases where the patient or spouse is self employed, the gross income will be used after the business expenses are deducted. This information is obtained from the “Profit and Loss Statement” or income reported on the 1040 or 1040A.

C-tag: 1.4.3

- Patients seeking financial relief who are under sponsorship of relatives are determined eligible if the sponsor provides the appropriate income/household documentation. Eligibility is determined on income.
- Cosmetic and Bariatric Procedures are excluded from financial assistance
- Liability Cases that have secured liens are excluded from financial assistance
- Undocumented patients who are eligible for Medicaid Emergency Medical coverage (for their inpatient emergency account) are automatically eligible for financial assistance when proof of eligibility is determined from the Department of Social Services.
- Applications are approved for six (6) months.
- Patients with non-contracted insurance carriers or medically necessary non-covered services may be eligible for a discount up to 45% on a case by case review (no application required).

Date of Origination:

Signature

12/28/11, 10/17/12, 02/01/15; 3/01/16
Revision Dates



Johnson Memorial Medical Center

Health care. The way it should be.

February 24, 2016

Ms. Kimberly Martone
Director of Operations
Office of Health Care Access
410 Capitol Avenue, MS #13HCA
P.O. Box 340308
Hartford, CT 06134-0308

Re: Docket Number: 15-32002-CON Transfer of Ownership of Johnson Memorial Hospital, Inc. to Trinity Health-New England

Dear Ms. Martone:

In accordance with Items 6 and 7 of the Order dated November 24, 2015, we have enclosed a list of inpatient bed allocation and hours of operation of all outpatient services at Johnson Memorial Hospital. These services may also be accessed through the Johnson Memorial webpage at www.jmmc.com.

With regard to Trinity Health-New England's plans for inpatient and outpatient services of Johnson Memorial Hospital for the first three years following transfer of ownership, we will describe current plans for consolidation, reduction, elimination or expansion of existing services or the introduction of new services.

As stated in our application, after working together under the Affiliation Agreement, Johnson and SFC (now Trinity Health-New England), determined that a greater integration of Johnson and SFC was needed to ensure the continuity of services in the communities served by Johnson. On January 1, 2016 Johnson Memorial Hospital Inc. became a formal part of Trinity Health - New England.. The integration of Johnson under the Trinity Health-New England umbrella will benefit both organizations and the community by ensuring the ongoing operation of Johnson, thereby continuing the 104-year legacy of providing quality healthcare services in North Central Connecticut. Both Trinity Health-New England and Johnson understand the importance of treating and improving the overall health of its populations. Johnson will benefit from Trinity Health-New England's knowledge and experience with improving chronic diseases.

Currently, Trinity Health-New England does not have any plans to consolidate, reduce, eliminate, expand or add any services to Johnson Memorial Hospital during the next three years. However, the mix of services, breadth of services and location could change as a result of the following actions:

- Completion of the Community Health Needs Assessment for 2016 currently being performed by Data Haven. This community well-being survey is the largest survey on the neighborhood level of quality of life, health and happiness. As a sponsor of this survey, the results of the survey should be available to Trinity Health-New England in June 2016 and may result in changes to the services offered at Johnson.

Johnson Memorial Hospital
201 Chestnut Hill Road
Stafford Springs, CT 06076
860-684-4251/860-749-2201
TTY: 860-684-8441

Evergreen Health Care Center
205 Chestnut Hill Road
Stafford Springs, CT 06076
860-684-6341

Home & Community Health Services
101 Phoenix Avenue
P.O. Box 1199
Enfield, CT 06083
860-763-7600

- In February 2016 Governor Malloy proposed a \$90 million reduction in Medicaid payments to hospitals. This Medicaid budget reduction when combined with the Hospital Tax increase included in the FY2016-2017 state budget has placed an unprecedented cost burden on Connecticut hospitals. This is in addition to the \$90 million Medicaid reduction that occurred as a result of the Special Session in December 2015. . Moreover, under current State guidelines, Johnson Memorial is no longer eligible for Small Hospital Funding. In addition to the impact of the Tax Increase, Johnson's allocation will be reduced by an additional \$1 million. Trinity Health-New England will make every effort to preserve all current services offered by Johnson but final decisions on service changes must await the results of the current 2016 legislative session.

Please do not hesitate to contact me if you have any questions regarding this matter at (860) 684-8101.

Thank you for your attention to this matter.

Sincerely,



Stuart E. Rosenberg
President

Enclosures

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0072

General Hospital

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

Johnson Memorial Hospital, Inc. of Stafford Springs, CT d/b/a Johnson Memorial Hospital is hereby licensed to maintain and operate a General Hospital.

Johnson Memorial Hospital is located at 201 Chestnut Hill Road, Stafford Springs, CT 06076-4005.

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

9 Bassinets
92 General Hospital Beds

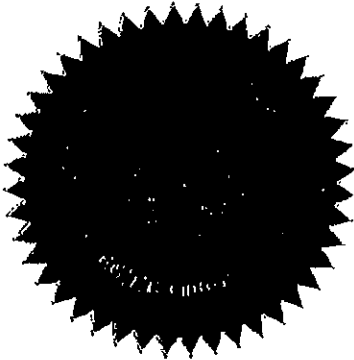
This license expires **December 31, 2017** and may be revoked for cause at any time.
Dated at Hartford, Connecticut, January 1, 2016.

Satellites:

Johnson Surgery Center, 148 Hazard Avenue, Enfield, CT
JMH Behavioral Health, 151 Hazard Avenue, Enfield, CT
JMH Advanced Wound Center, 140 Hazard Avenue, Enfield, CT

License revised to reflect:

*Amended name of Licensee effective 2/4/16



A handwritten signature in black ink, appearing to read "Raul Pino".

Raul Pino, MD, MPH
Acting Commissioner

JOHNSON MEMORIAL HOSPITAL SERVICES

Advanced Wound Care

Behavioral Health

Cancer Center

Cardiac and Pulmonary Rehabilitation

Cardiology and Cardiovascular Services

Chemical Dependency Program

Diagnostic Imaging

Electroencephalography

Emergency Department

Hospice Services

Hospitalist Services

Infusion Services

Laboratory and Pathology

Obstetrics

Occupational Medicine

Palliative Care

Physical and Rehabilitative Medicine

Sleep Laboratory and Pulmonary Medicine

Surgical Services

Allocation of Inpatient Beds at Johnson Memorial Hospital:

Licensed Beds – General Hospital beds 92
Bassinets - 9

Current staffed bed allocation:

General Medical/Surgical beds - 37 (includes observation)
OB - 6
Medical/Surgical Intensive Care - 6
Cardiac Intensive Care - 0
Psychiatric Care for Adults, adolescents and children - 18
Neonatal intensive care bassinette - 0
Normal Newborn Bassinets - 6

Greer, Leslie

From: Roberts, Karen
Sent: Monday, February 29, 2016 9:02 AM
To: Huber, Jack; Greer, Leslie
Cc: Cotto, Carmen
Subject: FW: OHCA Letter - revised
Attachments: OHCA Letter - Transfer of Ownership.PDF

Jack and Leslie – please see attached CON compliance submission. Karen

From: Hartley, Christopher [<mailto:CHartley@stfranciscare.org>]
Sent: Monday, February 29, 2016 8:01 AM
To: Martone, Kim
Cc: Rotavera, Liz; Rosenberg, Stuart E (Stuart.Rosenberg@jmmc.com); Lubin-Szafranski, Janeanne; Schneider, Jennifer; Roberts, Karen
Subject: OHCA Letter - revised

Dear Ms. Martone

Please find a replacement letter for our earlier 2/24/16 letter on this topic .This letter more accurately reflects the corporate names and relationships of the entities involved . Please call me if you have any questions regarding this matter at 860-714-5573.We are also sending you a copy of this letter by regular mail.

Thank you for your assistance in this matter.

Chris Hartley

NOTICE: This email and/or attachments may contain confidential or proprietary information which may be legally privileged. It is intended only for the named recipient(s). If an addressing or transmission error has misdirected this email, please notify the author by replying to this message. If you are not the named recipient, you are not authorized to use, disclose, distribute, make copies or print this email, and should immediately delete it from your computer system. Saint Francis Care has scanned this email and its attachments for malicious content. However, the recipient should check this email and any attachments for the presence of viruses. Saint Francis Care accepts no liability for any damage caused by any virus transmitted by this email.



Johnson Memorial Medical Center
Health care. The way it should be.

February 29, 2016

Ms. Kimberly Martone
Director of Operations
Office of Health Care Access
410 Capitol Avenue, MS #13HCA
P.O. Box 340308
Hartford, CT 06134-0308

Re: Docket Number: 15-32002-CON Transfer of Ownership of Johnson Memorial Hospital, Inc. to Trinity Health - New England, Inc.

Dear Ms. Martone:

In accordance with Items 6 and 7 of the Order dated November 24, 2015, we have enclosed a list of inpatient bed allocation and hours of operation of all outpatient services at Johnson Memorial Hospital, Inc. These services may also be accessed through the Johnson Memorial Medical Center, Inc. webpage at www.jmmc.com.

With regard to Trinity Health - New England, Inc.'s plans for inpatient and outpatient services of Johnson Memorial Hospital, Inc for the first three years following transfer of ownership, this letter will describe current plans for consolidation, reduction, elimination or expansion of existing services or the introduction of new services.

As stated in our application, after working together since 2012 under an Affiliation Agreement, it was determined that a greater integration of Johnson Memorial Hospital, Inc and the Saint Frances Care, Inc. (now Trinity Health - New England, Inc.) was needed to ensure the continuity of services in the communities served by Johnson Memorial Hospital, Inc. On January 1, 2016 Johnson Memorial Hospital Inc. became a wholly owned subsidiary of Trinity Health - New England, Inc. The integration of Johnson Memorial Hospital, Inc. under the Trinity Health - New England, Inc. umbrella will benefit both organizations and the community by ensuring the ongoing operation of Johnson Memorial Hospital, Inc., thereby continuing the 104-year legacy of providing quality healthcare services in North Central Connecticut. Both Trinity Health - New England, Inc. and Johnson Memorial Hospital, Inc. understand the importance of treating and improving the overall health of its populations. Johnson Memorial Hospital, Inc. will benefit from Trinity Health - New England's knowledge and experience with improving chronic diseases.

Currently, Trinity Health - New England, Inc. does not have any plans to consolidate, reduce, eliminate, expand or add any services to Johnson Memorial Hospital, Inc. during the next three years. However, the mix of services, breadth of services and location could change as a result of the following actions:

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England, Inc. in June 2016 and may result in changes to the services offered at Johnson Memorial Hospital, Inc.

- In February 2016, Governor Malloy proposed a \$90 million reduction in Medicaid payments to hospitals. This Medicaid budget reduction when combined with the hospital tax increase included in the FY2016-2017 state budget has placed an unprecedented cost burden on Connecticut hospitals. This is in addition to the \$90 million Medicaid reduction that occurred as a result of the Special Session in December 2015. Moreover, under current State guidelines, Johnson Memorial Hospital, Inc. is no longer eligible for small hospital funding. In addition to the impact of the tax increase, Johnson Memorial Hospital Inc.'s allocation will be reduced by an additional \$1 million. Trinity Health - New England, Inc. will make every effort to preserve all current services offered by Johnson but final decisions on service changes must await the results of the current 2016 legislative session.

Please do not hesitate to contact me if you have any questions regarding this matter at (860) 684-8101.

Thank you for your attention to this matter.

Sincerely,

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Stuart E. Rosenberg
President

Enclosures

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0072

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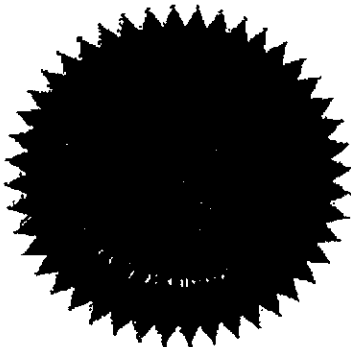
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License revised to reflect:

*Amended name of Licensee effective 2/4/16



A handwritten signature in black ink, appearing to read "Raul Pino", is written over a horizontal line.

Raul Pino, MD, MPH
Acting Commissioner

JOHNSON MEMORIAL HOSPITAL SERVICES

Advanced Wound Care

Behavioral Health

Cancer Center

Cardiac and Pulmonary Rehabilitation

Cardiology and Cardiovascular Services

Chemical Dependency Program

Diagnostic Imaging

Electroencephalography

Emergency Department

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Johnson Memorial Medical Center

Health care. The way it should be.

February 24, 2016

Ms. Kimberly Martone
Director of Operations
Office of Health Care Access
410 Capitol Avenue, MS #13HCA
P.O. Box 340308
Hartford, CT 06134-0308



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Stuart E. Rosenberg
President

Enclosures

STATE OF CONNECTICUT

Department of Public Health

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Dated at Hartford, Connecticut, January 1, 2016.

Satellites:

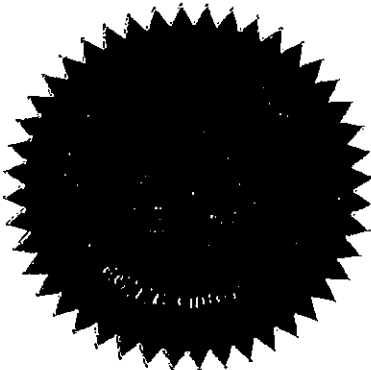
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JMH Advanced Wound Center, 140 Hazard Avenue, Enfield, CT

License revised to reflect:

*Amended name of Licensee effective 2/4/16



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Raul Pino, MD, MPH
Acting Commissioner

JOHNSON MEMORIAL HOSPITAL SERVICES

Advanced Wound Care

Behavioral Health

Cancer Center

Cardiac and Pulmonary Rehabilitation

Cardiology and Cardiovascular Services

Chemical Dependency Program

Diagnostic Imaging

Electroencephalography

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General Medical/Surgical beds - 37 (includes observation)
OB - 6
Medical/Surgical Intensive Care - 6
Cardiac Intensive Care - 0
Psychiatric Care for Adults, adolescents and children - 18
Neonatal intensive care bassinette - 0
Normal Newborn Bassinets - 6

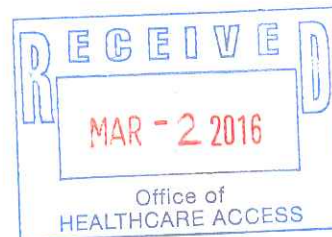


Johnson Memorial Medical Center

Health care. The way it should be.

February 29, 2016

Ms. Kimberly Martone
Director of Operations
Office of Health Care Access
410 Capitol Avenue, MS #13HCA
P.O. Box 340308
Hartford, CT 06134-0308



Re: Docket Number: 15-32002-CON Transfer of Ownership of Johnson Memorial Hospital, Inc. to Trinity Health - New England, Inc.

Dear Ms. Martone:

In accordance with Items 6 and 7 of the Order dated November 24, 2015, we have enclosed a list of inpatient bed allocation and hours of operation of all outpatient services at Johnson Memorial Hospital, Inc. These services may also be accessed through the Johnson Memorial Medical Center, Inc. webpage at www.jmmc.com.

With regard to Trinity Health - New England, Inc.'s plans for inpatient and outpatient services of Johnson Memorial Hospital, Inc for the first three years following transfer of ownership, this letter will describe current plans for consolidation, reduction, elimination or expansion of existing services or the introduction of new services.

As stated in our application, after working together since 2012 under an Affiliation Agreement, it was determined that a greater integration of Johnson Memorial Hospital, Inc and the Saint Frances Care, Inc. (now Trinity Health - New England, Inc.) was needed to ensure the continuity of services in the communities served by Johnson Memorial Hospital, Inc. On January 1, 2016 Johnson Memorial Hospital Inc. became a wholly owned subsidiary of Trinity Health - New England, Inc. The integration of Johnson Memorial Hospital, Inc. under the Trinity Health - New England, Inc. umbrella will benefit both organizations and the community by ensuring the ongoing operation of Johnson Memorial Hospital, Inc., thereby continuing the 104-year legacy of providing quality healthcare services in North Central Connecticut. Both Trinity Health - New England, Inc. and Johnson Memorial Hospital, Inc. understand the importance of treating and improving the overall health of its populations. Johnson Memorial Hospital, Inc. will benefit from Trinity Health - New England's knowledge and experience with improving chronic diseases.

Currently, Trinity Health - New England, Inc. does not have any plans to consolidate, reduce, eliminate, expand or add any services to Johnson Memorial Hospital, Inc. during the next three years. However, the mix of services, breadth of services and location could change as a result of the following actions:

- Completion of the Community Health Needs Assessment for 2016 currently being performed by Data Haven. This community well-being survey is the largest survey on the neighborhood level of quality of life, health and happiness. As a sponsor of this survey, the results of the survey should be available to Trinity Health - New

Johnson Memorial Hospital
201 Chestnut Hill Road
Stafford Springs, CT 06076
860-684-4251/860-749-2201
TTY: 860-684-8441

Evergreen Health Care Center
205 Chestnut Hill Road
Stafford Springs, CT 06076
860-684-6341

Home & Community Health Services
101 Phoenix Avenue
P.O. Box 1199
Enfield, CT 06083
860-763-7600

England, Inc. in June 2016 and may result in changes to the services offered at Johnson Memorial Hospital, Inc.

- In February 2016, Governor Malloy proposed a \$90 million reduction in Medicaid payments to hospitals. This Medicaid budget reduction when combined with the hospital tax increase included in the FY2016-2017 state budget has placed an unprecedented cost burden on Connecticut hospitals. This is in addition to the \$90 million Medicaid reduction that occurred as a result of the Special Session in December 2015. Moreover, under current State guidelines, Johnson Memorial Hospital, Inc. is no longer eligible for small hospital funding. In addition to the impact of the tax increase, Johnson Memorial Hospital Inc.'s allocation will be reduced by an additional \$1 million. Trinity Health - New England, Inc. will make every effort to preserve all current services offered by Johnson but final decisions on service changes must await the results of the current 2016 legislative session.

Please do not hesitate to contact me if you have any questions regarding this matter at (860) 684-8101.

Thank you for your attention to this matter.

Sincerely,



Stuart E. Rosenberg
President

Enclosures

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0072

General Hospital

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

Johnson Memorial Hospital, Inc. of Stafford Springs, CT d/b/a Johnson Memorial Hospital is hereby licensed to maintain and operate a General Hospital.

Johnson Memorial Hospital is located at 201 Chestnut Hill Road, Stafford Springs, CT 06076-4005.

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

9 Bassinets

92 General Hospital Beds

This license expires December 31, 2017 and may be revoked for cause at any time.
Dated at Hartford, Connecticut, January 1, 2016.

Satellites:

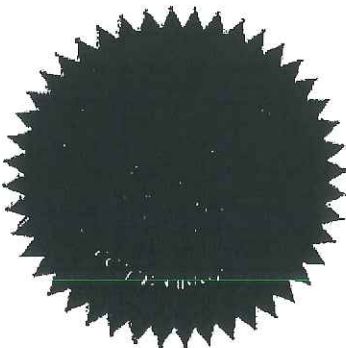
Johnson Surgery Center, 148 Hazard Avenue, Enfield, CT

JMH Behavioral Health, 151 Hazard Avenue, Enfield, CT

JMH Advanced Wound Center, 140 Hazard Avenue, Enfield, CT

License revised to reflect:

*Amended name of Licensee effective 2/4/16



A handwritten signature in black ink, appearing to read "Raul Pino".

Raul Pino, MD, MPH
Acting Commissioner

JOHNSON MEMORIAL HOSPITAL SERVICES

Advanced Wound Care

Behavioral Health

Cancer Center

Cardiac and Pulmonary Rehabilitation

Cardiology and Cardiovascular Services

Chemical Dependency Program

Diagnostic Imaging

Electroencephalography

Emergency Department

Hospice Services

Hospitalist Services

Infusion Services

Laboratory and Pathology

Obstetrics

Occupational Medicine

Palliative Care

Physical and Rehabilitative Medicine

Sleep Laboratory and Pulmonary Medicine

Surgical Services

Allocation of Inpatient Beds at Johnson Memorial Hospital:

Licensed Beds – General Hospital beds 92

Bassinets - 9

Current staffed bed allocation:

General Medical/Surgical beds - 37 (includes observation)

OB - 6

Medical/Surgical Intensive Care - 6

Cardiac Intensive Care - 0

Psychiatric Care for Adults, adolescents and children - 18

Neonatal intensive care bassinette - 0

Normal Newborn Bassinets - 6