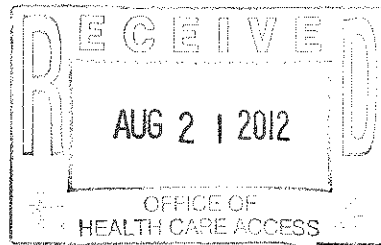




SHIPMAN & GOODWIN^{LLP}
COUNSELORS AT LAW

Joan W. Feldman
Phone: (860) 251-5104
Fax: (860) 251-5211
jfeldman@goodwin.com



2012 SEP 21 P 12
OFFICE OF HEALTH CARE ACCESS

August 21, 2012

Kimberly Martone
Director of Operations
Department of Public Health
Office of Health Care Access
410 Capitol Avenue, MS#13HCA
P.O. Box 340308
Hartford, CT 06134-0308

Re: Termination and Transfer of Outpatient Prenatal Clinic Services


Dear Ms. Martone:

On behalf of Windham Community Memorial Hospital, Inc. ("Windham Hospital") and Generations Family Health Center, Inc., enclosed please find a Certificate of Need Application for the termination and transfer of Windham Hospital's outpatient prenatal clinic services.

As requested, we have included 1 original and 4 hard copies of the Certificate of Need Application in 3-ring binders and a CD with the electronic version of the enclosed documents and materials. Also attached to this letter is a check for the \$500.00 filing fee.

Please do not hesitate to contact me at 860-251-5104 if you have any questions.

Sincerely,


Joan W. Feldman

Enclosures

Application Checklist

Instructions:

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

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

For OHCA Use Only:

Docket No.: 12-31782-CON Check No.: 4057
OHCA Verified by: [Signature] Date: 8/22/12

- Attached is evidence demonstrating that public notice has been published in a suitable newspaper that relates to the location of the proposal, 3 days in a row, at least 20 days prior to the submission of the CON application to OHCA. (OHCA requests that the Applicant fax a courtesy copy to OHCA (860) 418-7053, at the time of the publication)
- Attached is a paginated hard copy of the CON application including a completed affidavit, signed and notarized by the appropriate individuals.
- Attached are completed Financial Attachments I and II.
- Submission includes one (1) original and four (4) hard copies with each set placed in 3-ring binders.

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

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

- The following have been submitted on a CD
1. A scanned copy of each submission in its entirety, including all attachments in Adobe (.pdf) format.
 2. An electronic copy of the documents in MS Word and MS Excel as appropriate.

WINDHAM COMMUNITY MEMORIAL HOSPITAL
 ATTN: ACCOUNTS PAYABLE
 112 MANSFIELD AVE
 WILLIMANTIC, CT 06226

51-57
 119

Check Number
4057
 FLEET BANK

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

Five hundred and 00/100 Dollars

Pay to the order of

TREASURER STATE OF CONNECTICUT
 ATTN LESLIE GREER
 OFFICE OF HEALTHCARE ACCESS
 410 CAPITAL AVE
 MS#13HCA BOX 340308

Date

07/25/2012

Payment Amount

*****\$500.00

VOID AFTER 90 DAYS



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

⑈004057⑈ ⑆011900571⑆ 385008554202⑈

TREASURER STATE OF CONNECTICUT
 ATTN LESLIE GREER
 OFFICE OF HEALTHCARE ACCESS
 410 CAPITAL AVE
 MS#13HCA BOX 340308

Entity	Vendor ID / Location	Check Number
0400	04913 024	4057

WINDHAM COMMUNITY MEMORIAL HOSPITAL

Invoice Number	Invoice Date	Gross Amount	Discount Amount	Withholding Amount	Net Amount
CERTIFICATE	07/23/2012	500.00			500.00
CERTIFICATE OF NEED FOR TERMINATION & TRANSFER OF WCMH OUTPA					

TOTALS \$500.00 0.00 0.00 \$500.00

AFFIDAVIT OF PUBLICATION

State of Connecticut

County of Windham

} ss. *Willimantic*

I, *Wendy J. Cummings* do solemnly swear that I am
advertising sales of The Chronicle, printed and published at Willimantic,
in the State of Connecticut and that from my own personal knowledge and reference to the files
of said publication the advertisement *legal notice*
Windham Community Memorial Hospital

was inserted in the regular editions on dates as follows:

May 24, 2012, May 25, 2012 and May 26, 2012
the Chronicle Printing Company

Subscribed and sworn to before me this *31st* day of *May* 20*12*

JODI L. GREEN
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2012

[Signature]
Jodi L. Green
Notary Public

AFFIDAVIT

Applicant: Windham Community Memorial Hospital, Inc.

Project Title: Termination and Transfer of Outpatient Prenatal Clinic Services

I, Stephen Larcen, PhD, President, CEO of Windham Community Memorial Hospital, Inc. being duly sworn, depose and state that Windham Community Memorial Hospital Inc.'s information submitted in this Certificate of Need Application is accurate and correct to the best of my knowledge.

Stephen Larcen 7/24/12
Signature Date

Subscribed and sworn to before me on July 24, 2012

Sharon K. Lee

Notary Public/Commissioner of Superior Court

My commission expires:

SHARON K. LEE
Notary Public, State of Connecticut
My Commission Expires Jan. 31, 2017



AFFIDAVIT

Applicant: Generations Family Health Center, Inc.

Project Title: Termination and Transfer of Outpatient Prenatal Clinic Services

I, Arvind Shaw, Chief Executive Officer of Generations Family Health Center, Inc. being duly sworn, depose and state that Generations Family Health Center, Inc.'s information submitted in this Certificate of Need Application is accurate and correct to the best of my knowledge.

Arvind Shaw
Signature

7/31/2012
Date

Subscribed and sworn to before me on July 31, 2012

Travis Boulay
Notary Public/Commissioner of Superior Court

My commission expires: April 2015



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

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

Docket Number:		
Applicant:	<u>Applicant # 1</u> Windham Community Memorial Hospital, Inc.	<u>Applicant # 2</u> Generations Family Health Center, Inc.
Contact Person:	Stephen Larcen	Arvind Shaw
Contact Person’s Title:	President & CEO	CEO
Contact Person’s Address:	112 Mansfield Avenue Willimantic, CT 06226	40 Mansfield Avenue Willimantic, CT 06226-1948
Contact Person’s Phone Number:	(860) 456-6800	(860) 450-7471
Contact Person’s Fax Number:	(860) 456-6838	(860) 450-7475
Contact Person’s Email Address:	slarcen@wcmh.org	ashaw@genhealth.org
Project Town:	Willimantic	Willimantic
Project Name:	Termination and Transfer of Outpatient Prenatal Clinic Services	Termination and Transfer of Outpatient Prenatal Clinic Services
Statute Reference:	Section 19a-638, C.G.S.	Section 19a-638, C.G.S.
Estimated Total Capital Expenditure:	\$30,000	\$30,000

1. Project Description: Service Termination

a. Provide a narrative detailing the proposal.

Windham Community Memorial Hospital, Inc. (the “Hospital”) currently owns and operates a prenatal clinic for Medicaid, underinsured and uninsured pregnant patients (the “Clinic Patients”) on its hospital campus pursuant to its hospital license (the “Clinic”). To date, the Clinic’s focus has been on keeping the Clinic Patients healthy during their pregnancies through primary and secondary prevention and psychological and educational support (the “Services”). In providing the Services, the Clinic staff has historically worked closely with Generations Family Health Center, Inc. (“Generations”) and Mansfield Ob/Gyn Associates (“Mansfield Ob/Gyn”) in the delivery and coordination of care for the Clinic Patients. Specifically, many of the Clinic Patients receive complementary primary care services from Generations. Mansfield Ob/Gyn currently provides the Clinic’s physician and mid-level provider support in connection with the provision of the Services.

The Hospital now proposes to terminate its provision of the Services and transfer the operational responsibility for the Services to Generations (the “Proposal”). To effectuate the Proposal, the Hospital and Generations will enter into: (i) a Master Agreement; (ii) a Community Support Grant Agreement wherein the Hospital will provide a five (5)-year funding grant to Generations to assist with funding the transition of Services and covering the deficiencies between certain operating expenses and revenues; (iii) a Clinical Staff Lease Agreement for the professional clinic staff services (essentially continuing with the same providers); and (iv) a Space Access Agreement for use of the same space and facilities from which the Hospital provides the Services. Please see **Attachment A** for copies of these agreements.

Thus, for the Clinic Patients, very little will change other than the fact that the Services will now be provided under Generations’ clinic license rather than the Hospital’s license. Medicaid, uninsured and underinsured pregnant patients will continue to receive the same Services at the same Clinic location (i.e. at the Hospital’s campus at 112 Mansfield Avenue, Willimantic, CT 06226) and with the same providers, but with Generations being the provider of record rather than the Hospital. Although the Hospital will no longer be providing outpatient prenatal services, it will continue to provide diagnostic and labor and delivery services to all patients, including the Clinic Patients. Accordingly, there will be no duplication of services between the Hospital and the Clinic once the Clinic is operated by Generations.

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

The Hospital operates the Clinic on its main Hospital campus (3rd floor West Wing) and it serves Medicaid, underinsured and uninsured patients in need of prenatal services. The Services are the only women’s outpatient health services that the Hospital provides and proposes to terminate. The Clinic operates five (5) days per week (Monday - Friday) from 8:30 am to 4:00 pm.

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

The Clinic has been in operation since 1979 and has been providing prenatal care services for women (living in Andover, Ashford, Brooklyn, Canterbury, Chaplin, Colchester, Columbia, Coventry, Dayville, Eastford, Franklin, Hampton, Hebron, Lebanon, Mansfield, North Windham, Norwich, Plainfield, Putnam, Scotland, South Windham, Sprague, Tolland, Waterbury, Willimantic, Willington and Windham) who are pregnant and who have no health insurance or are underinsured. No Certificate of Need was obtained as it was not required for the Hospital at the time that it began to offer the Services.

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

The Hospital, as part of its strategic planning process, determined that Generations was a preferred provider of the Services given that many of the Clinic Patients are also patients of Generations. Moreover, the Hospital and Generations are committed to strengthening their working relationship and increasing opportunities for coordination of care. At this time, many of the Clinic Patients are also patients of Generations. Generations has expressed interest in expanding its scope of services to include obstetrics and gynecology so that it may offer more coordinated care to its female patients. The Hospital supports the idea of this integration and will work closely with Generations while Generations transitions as the provider of the Services. In turn, the Hospital will redirect its resources to providing services that are not provided by Generations. This type of collaboration in this small community will better serve the health care needs of its population.

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

Yes. Please see **Attachment B** for the Hospital's relevant and redacted Board of Director meeting minutes. Please see **Attachment C** for Generations' relevant Board of Director resolutions excerpt.

2. Termination’s Impact on Patients and Provider Community

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

Hospital	Address	Services	Hours/Days	Utilization*
Rockville Hospital (ECHN)	31 Union Street, Vernon, CT 06066	Maternity Care Center	Monday, Wednesday, Friday 9:00am-5:00pm	unavailable
Lawrence & Memorial Hospital	365 Montauk Avenue, New London, CT 06320	OB-GYN Clinic	Hours vary weekly and open Mondays, Tuesdays, Thursdays and Fridays	unavailable
Hartford Hospital	111 Park Street, Hartford, CT 06106	Women’s Ambulatory Health Services	Monday - Friday 8:00 am - 3:00 pm	unavailable

*The Hospital does not have access to these utilization figures.

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

The Hospital’s decision to terminate Services is contingent upon Generations assuming responsibility for the same Services. In connection with this arrangement, the Hospital has entered into several agreements with Generations wherein the parties have set forth their mutual obligations for the transition and continuation of the Services. More specifically, the applicants have entered into: (i) a Master Agreement; (ii) a Community Support Grant Agreement wherein the Hospital will provide a five (5)-year funding grant to Generations to assist with funding the transition of Services and covering the deficiencies between certain operating expenses and revenues; (iii) a Clinical Staff Lease Agreement for the professional clinic staff services (essentially continuing with the same providers); and (iv) a Space Access Agreement for use of the same space and facilities from which the Hospital provides the Services. Please see **Attachment A** for copies of these agreements.

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

Not applicable. This is a new service for Generations and, thus, there is no available utilization data for Generations. Generations will have the capacity to see all the patients the Hospital is currently seeing at the Clinic.

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

Pregnant women who are Medicaid beneficiaries, uninsured or underinsured most often utilize the Services. These patients will continue to have the same access to the Services as the Hospital has arranged for the transfer of the Clinic's operations to and continuation of the Services by Generations. The Services will be provided in the same exact location and by the same providers.

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

Not applicable. The Clinic Patients are not being displaced. The Clinic Patients will continue to receive the same Services at the same location and with the same providers.

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

All Clinic Patients will be notified by written correspondence of the transfer from the Hospital to Generations. Please see **Attachment D** for a copy of this draft notice.

3. Actual and Projected Volume

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

Please see **Attachment E** for the volume breakdown of visits and admissions set forth in Table 1 below.

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

Please note the following information for the two Table 1s below:

FY 2009: 10/1/08 - 9/30/09

FY 2010: 10/1/09 - 09/30/10

FY 2011: 10/1/10 - 9/30/11

FY 2012: 10/1/11 - 6/30/12 (annualized)

Table 1: Historical and Current Visits & Admissions

<u>VISITS</u>	Actual Volume (Last 3 Completed FYs)			CFY Volume*
	FY 2009	FY 2010	FY 2011	FY 2012
Service**				
Prenatal	482	608	542	1,292
Total	482	608	542	1292

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

Table 1: Historical and Current Visits & Admissions

<u>ADMISSIONS</u>	Actual Volume (Last 3 Completed FYs)			CFY Volume*
	FY 2009	FY 2010	FY 2011	FY 2012
Service**				
Prenatal	481	608	539	1,261
Total	481	608	539	1261

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

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

The increases in volumes reflected in Table 1 above reflect the closures of similar prenatal clinics at The William W. Backus Hospital and Day Kimball Hospital and Mansfield Ob/Gyn's decision to cease seeing new Medicaid patients starting in October of 2011.

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

Not applicable.

4. Quality Measures

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

Please see Attachment F for the Curriculum Vitae for each of the individuals identified below.

Stephen Larcen, President & CEO, Hospital
 Carolyn Trantalis, Vice President Operations, Hospital

Arvind Shaw, CEO, Generations
Melissa Bonsall, Chief Operating Officer, Generations
James E. Watson, MD, Gynecology Consultant, Generations

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

The Proposal will improve the coordination of care for those patients who receive their primary care services from Generations. Improved coordination of care will likely improve quality and reduce costs by avoiding duplication of services.

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

The Clinic is operated under the Hospital's license. Upon approval, DPH will be notified of the Hospital's discontinuation of Services and Generations will seek approval to add the Services to its outpatient clinic license.

d. Describe the impact of the proposal on the interests of consumers of health care services and the payers of such services.

The Proposal will have a positive impact on the delivery of Services since there will be enhanced coordination in relation to the services that many of the Clinic Patients will receive. There will be no adverse impact on payers as the same Services will continue to be provided.

5. Organizational and Financial Information

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

The Hospital is a nonstock corporation and a subsidiary and affiliate of the Hartford HealthCare System. Generations is a nonstock corporation.

b. Does the Applicant have non-profit status?

Yes (Provide documentation) No

Please see **Attachment G** for the Hospital's IRS determination letter concerning tax-exempt status.

Please see **Attachment H** for Generations' IRS determination letter concerning tax-exempt status.

c. Financial Statements

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

Please see the Hospital's most recently completed fiscal year 2011 audited financial statements, which have been filed with OHCA.

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

Please see Attachment I for Generations Audited Financial Statements for FY 2011.

d. Submit a final version of all capital expenditures/costs related to the proposal.

Please see Attachment J for the expenses associated with this Proposal to upgrade the Clinic space.

- e. List all funding or financing sources for the proposal and the dollar amount of each. Provide applicable details such as interest rate; term; monthly payment; pledges and funds received to date; letter of interest or approval from a lending institution.**

The funding for this Proposal will come from Windham's own cash reserves. There will be no financing.

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

This Proposal provides continued and coordinated access to prenatal services, especially for women who are Medicaid beneficiaries, underinsured or uninsured. Prenatal services are vital to ensuring healthy mothers and newborns, which in turn lessens the financial burden on the State to pay for and expend considerable resources in connection with paying for preventable diseases and ailments.

6. Financial Attachments I & II

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

Please see Attachment K for the Hospital's Financial Attachment I.

Please see Attachment L for Generations' Financial Attachment I.

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

Please see Attachment M for the Hospital's Financial Attachment II.

Please see Attachment N for Generations' Financial Attachment II.

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

Assumptions for the Hospital's Financial Attachments I and II: Please see Attachment O.

Assumptions for Generations' Financial Attachments I and II: Please see Attachment P.

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

This question is not applicable to the Hospital as it is terminating and transferring the Services. Please see Attachment Q for Generations' rate schedule for the Services. The Services will be subject to the Department of Social Services approved rate for "Medical/Health Track" services.

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

Historically, most of the Clinic's patients were uninsured. As stated earlier, for continuity of care purposes, Generations would like to assume responsibility for providing the Services to this same patient population. Recently, the Hospital has been seeing a larger number of Medicaid patients at the Clinic for the reasons listed above in the response to Question 3.c.

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

For the Hospital: Not applicable.

For Generations: The minimum number of units (i.e. visits) required to show an incremental gain from operations for each fiscal year shall be 6,193 woman's health visits in the first year and 6,680 woman's visits in the second and subsequent years. These projections are based on the Community Benefit Grants provided by the Hospital to support the Services, and the cost-based reimbursement received by Generations. Woman's health visits includes all woman's health services such as prenatal, gynecological and obstetrics services. Please see **Attachment R** for Generations' supporting documentation, basis and assumptions.

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

For the Hospital: Not applicable.

For Generations: Not applicable.

- h. Describe how this proposal is cost effective.**

The Proposal will improve the coordination of care for those patients who receive their primary care services from Generations. Improved coordination of care will be cost effective and reduce costs by avoiding duplication of services.

Attachment A

- (i) Master Agreement (draft)**
- (ii) Community Support Grant Agreement (draft)**
- (iii) Clinical Staff Lease Agreement (draft)**
- (iv) Space Access Agreement (draft)**

MASTER AGREEMENT

This MASTER AGREEMENT (“the Agreement”) is entered into as of _____, 2012, by and between Generations Family Health Center (“Generations”) and the Windham Community Memorial Hospital, Inc. (“Hospital”) (individually a “Party,” and collectively the “Parties”).

WITNESSETH

WHEREAS, Generations is a Federally Qualified Health Center (“FQHC”) that receives Federal grant support from the Health Resources and Services Administration (“HRSA”) within the United States Department of Health and Human Services (“DHHS”) pursuant to Section 330 of the Public Health Service Act (“Section 330”) to provide, or arrange for the provision of, high quality, cost-effective, community-based comprehensive primary and preventive health care and related services (including, but not limited to, ancillary and enabling services) to residents of its medically underserved service area, regardless of the individual’s or family’s ability to pay for such services;

WHEREAS, Hospital is a tax-exempt community hospital committed to providing high quality and cost-effective services to the community, including those individuals that are medically underserved;

WHEREAS, Hospital currently provides certain outpatient women’s health services on its campus located at 112 Mansfield Avenue, Willimantic, Connecticut (“Campus Location”) to a significant number of low income, uninsured and underinsured patients, many of whom are within Generations’ same service area (“Women’s Health Services Clinic”);

WHEREAS, the Parties agree that it is a beneficial to the community that women’s health care services are accessible and available to all persons who seek such services, regardless of any individual’s ability to pay;

WHEREAS, the Parties have determined, in furtherance of their respective missions, that accessibility to, and continuity of, community-based prenatal care consistent with Generations’ service area would be enhanced if the Hospital transfers responsibility for its operation of the Women’s Health Clinic to Generations and Generations establishes a new FQHC site at the Campus Location so that Generations can continue to operate the Women’s Health Services Clinic and offer the prenatal services that were previously offered by the Hospital as a complement to the continuation of obstetrical, diagnostic and high risk prenatal services that the Hospital will continue to provide; and

WHEREAS, to effectuate such transfer of operations, both Parties will seek the appropriate state and federal approvals, including but not limited to HRSA and the State of Connecticut Office of Health Care Access and the State of Connecticut Department of Public Health approvals.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. OVERVIEW.

Subject to HRSA's approval of Generations' application to add the Campus Location to Generations' federally-approved scope of project, the Parties agree that the Hospital will transfer operations for the Women's Health Services Clinic to Generations effective as of a date mutually agreed upon by the Parties (the "Transfer Date"). In connection with this transfer, Generations will pursue establishing a new FQHC site at the Campus Location, which will operate under the name of "Generations Family Health Center-Windham Women's Health Services Clinic". The Parties agree that the Women's Health Services Clinic located at the Campus Location shall be operated exclusively by Generations.

SECTION 2. COOPERATION.

2.1 The Parties agree to convene a Joint Steering Committee as of the date first written above to work collaboratively in addressing relevant clinical, financial, and operational issues relating to the transfer of the Women's Health Services Clinic's operations from the Hospital to Generations. Each Party may designate up to five (5) representatives to the Joint Steering Committee who are authorized to make recommendations and/or decisions relating to the issues covered hereunder. The Joint Steering Committee shall meet on a schedule mutually agreed upon by the Parties for a period of one hundred and twenty (120) days from the date first written above ("Transition Period") to address transitional issues. During this Transitional Period, the parties shall work collaboratively on the establishment of Generations' Women's Health Quality Committee. The Parties agree to cooperate and work in good faith with each other in securing any required Federal, State and local regulatory approvals (e.g., State licensure, Medicaid/Medicare provider agreements, billing numbers, and certificate of need approval, as may be applicable).

2.2 Upon reasonable request, the Hospital shall make all books, records, and documents (including, without limitation, financial records) relating to its prior operation of the Women's Health Services Clinic reasonably available to Generations and Generations shall do the same for the Hospital with respect to its operations of the Women's Health Services Clinic so that the Hospital may assure its regulatory compliance as it relates to its obligations hereunder.

SECTION 3. COMMUNICATION PLANS AND OUTREACH.

The Parties agree to collaborate with one another in the development and implementation of internal and external communication plans and outreach activities as mutually agreed upon to inform the community of the transfer of operations of the Women's Health Services Clinic from the Hospital to Generations. The Parties shall send to all patients who had been patients of the Women's Health Service Clinic within the prior two years of the Transfer Date, a written communication in the form attached hereto as Exhibit A.

SECTION 4. TRANSFER OF RECORDS.

4.1 The Parties agree that for good and valuable consideration that the Hospital will transfer to Generations the following on the Transfer Date:

4.1.1 The Women's Health Services Clinic's patients' names, addresses, email addresses, payor insurance information and telephone numbers; and

4.1.2 The Hospital shall be responsible for making copies for transfer, at its sole cost and expense the Women's Health Services Clinic's medical records. In the event that a patient chooses not to have their records transferred upon receiving notice of the transfer of Women's Health Services Clinic operations, the Hospital will provide the patient with the names of alternative providers for women's health services. To the extent that the Hospital's Women's Health Services Clinic medical records are electronic records, the Parties will have their respective information technology teams coordinate the transfer of the relevant medical records from the Hospital to Generations.

4.2 On and after the transfer of medical records from Hospital to Generations, Generations shall maintain the medical records in accordance with all applicable state and federal laws, rules, and regulations governing the confidentiality of patient records including, but not limited to, 42 U.S.C. §1171 et seq., the Health Insurance Portability and Accountability Act and regulations promulgated thereunder, as amended from time to time. Generations shall take reasonable measures to protect the medical records from theft, loss, unauthorized destruction, and unauthorized access.

4.3 The Parties agree that the Hospital, upon reasonable notice to Generations and consistent with applicable federal and state laws and regulations and Generations' policies and procedures regarding the privacy and confidentiality of patient records, shall have timely and reasonable access to the medical records transferred to Generations pursuant to above to inspect and/or duplicate at the Hospital's expense, any individual medical record produced and/or maintained by the Hospital personnel to the extent necessary to: (i) bill for and resolve any billing/payment disputes regarding services provided by the Hospital prior to the Transfer Date; (ii) respond to any government or payor audits; (iii) meet responsibilities to patients for whom the Hospital provided services; (iv) assist in

the defense of any malpractice or other claims to which such chart or record may be pertinent; and (v) for any other legitimate business purpose, consistent with patient confidentiality and to the extent permitted by law.

SECTION 5. HOSPITAL'S RETAINED ASSETS AND OBLIGATIONS.

5.1 The Hospital shall retain ownership of and rights to all Hospital accounts receivable and cash applicable to the operation of and the services provided at Women's Health Services Clinic prior to the Transfer Date.

5.2 Neither Party shall assume any of the other Party's debts, accounts payable, contractual obligations, or liabilities of any kind or description associated with the operation of the Women's Health Services Clinic. Accordingly, each Party shall remain solely liable for their own obligations (including, but not limited to, federal and state income taxes, personal property taxes, supplier bills, business licenses, and other pro-ratable costs and expenses) applicable to the Women's Health Services Clinic incurred prior to and or subsequent to the Transfer Date.

SECTION 6. REPRESENTATIONS AND WARRANTIES OF THE PARTIES.

6.1 Each Party represents and warrants that it is a corporation duly organized, validly existing, and in good standing under Connecticut law with full power and authority to own or to lease its properties and to conduct its business in the manner and in the places where such properties are owned or leased or such business is conducted.

6.2 The Parties each certify that it is not an "Ineligible Entity," which is defined for purposes of this Agreement to mean an entity that (i) is debarred, suspended or otherwise excluded from participation in Medicaid, Medicare, and/or any other applicable federal or state healthcare program (42 U.S.C. §1320a-7(a)); or (ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not been excluded, debarred, suspended, or otherwise declared ineligible. A Party shall promptly notify the other Party upon receipt of any notice, whether or not official, that the Party has become or may become an Ineligible Entity during the term of this Agreement.

6.3 Each Party represents and warrants that it is not subject to any investigation, whether threatened, current, or pending, under which it may be required to forfeit or suffer revocation, suspension, or limitation of its health care provider license/certifications, or under which it may be subject to a final determination by any agency, board, court, or other tribunal under any rules and regulations prescribed by the DHHS Office of Inspector General. A Party shall promptly notify the other Party upon receipt of any notice, whether or not official, that the Party has become or may become subject to an investigation, as set forth above, during the term of this Agreement.

6.4 Each Party represents and warrants that it has taken all necessary action to authorize this Agreement's execution, delivery, and performance of the transactions contemplated herein, and this Agreement is a valid and binding obligation.

6.5 To the best of each Party's knowledge, neither the execution, delivery, and performance of this Agreement nor the performance of the transactions contemplated herein, will (i) constitute a violation of its respective Articles of Incorporation or bylaws; (ii) conflict with or constitute (with or without the passage of time or the giving of notice) a breach of, or default under, any debt instrument to which it is a party, or give any person the right to accelerate any material indebtedness or to terminate any material right; (iii) constitute (with or without the passage of time or giving of notice) a default under or breach of any other material agreement, instrument or obligation to which it is a party or by which it or its assets are bound; or (iv) result in a violation of any law, regulation, or administrative or judicial order applicable its business or assets.

6.6 The Hospital warrants that it has possessed claims made/occurrence-based professional liability coverage for the five (5) years prior to the Transfer Date protecting it and its employees and contracted clinicians from any medical malpractice liability that might arise from the provision of healthcare services and/or its clinicians in the Women's Health Services Clinic over the preceding five (5) years. Upon request, the Hospital shall furnish such evidence of such coverage to Generations.

6.7 The representations and warranties of the Parties contained in this Section 6 shall be true in all material respects at and as of the Transfer Date as though such representations and warranties were made on that date. Each Party shall provide the other Party with a detailed written notice of any actual, impending, or threatened occurrence of any event that would cause or constitute a breach to this Agreement of which such Party becomes aware, and shall use its best efforts to prevent or to promptly remedy the same.

SECTION 7. PROVIDER FREEDOM OF CHOICE.

7.1 All health and health-related professionals employed by or under contract with the Parties shall retain sole and complete discretion, subject to any valid restriction(s) imposed by participation in a managed care plan, to refer patients to any and all provider(s) that best meet the requirements of such patients. All such patients shall be advised that, subject to any valid restriction(s) imposed by participation in a managed care plan, said patients may request referral to any provider(s) they choose.

7.2 It is specifically agreed and understood between the Parties that nothing in this Agreement is intended to require, nor requires, nor provides payment or benefit of any kind (directly or indirectly) for, the referral of individuals or business to any of the aforementioned organizations by any other such organization. Specifically, the Parties shall not require or encourage their health and health-related professionals to refer

patients to each other (or to any other entity or person), shall not track such referrals for purposes relating to setting the compensation of their professionals or influencing their choice, and shall not compensate their professionals (including, without limitation, their base salaries and any bonuses paid to them) in a manner that relates to the volume or value of such referrals. Notwithstanding, to the extent that Generations is seeking to subcontract with another provider or enter into an arrangement with another provider to offer services at the Women's Health Services Clinic located on the Campus Location, Generations shall provide the Hospital a right of first refusal to provide such services, provided, the arrangement is at fair market value and entered into through arms-length negotiations, compliant with Generations' procurement policy, federal procurement standards and Section 330(k)(3)(B).

SECTION 8. COMMUNITY SUPPORT GRANT; CLINICAL STAFF SUPPORT AND CAMPUS LOCATION LEASE.

8.1 The Hospital recognizes the importance and significance of the continuation of the Women's Health Services Clinic and has agreed to provide the financial support described in the Community Support Grant Agreement attached hereto as Exhibit B.

8.2 The Hospital has also agreed to provide Generations with the clinicians to staff the Women's Health Services Clinic in accordance with the terms of the Clinical Staff Lease Agreement attached hereto as Exhibit C.

8.3 The Hospital has agreed to enter into a Space Access Agreement with Generations in the form attached hereto as Exhibit D to provide Generations with access to the Campus Location and use of the equipment located in the Women's Health Services Clinic as of the Transfer Date.

SECTION 9. TERM.

The effective date of this Agreement shall be the date upon which the Parties receive all of the regulatory approvals set forth in Schedule 9 attached hereto. This Agreement shall remain in effect until such time as all obligations hereunder are fulfilled, as mutually agreed by the Parties; provided, however, the term of this Agreement shall not extend beyond the term of any of the other agreements attached hereto. All representations, warranties, indemnities and agreements of the Parties contained herein shall survive the Transfer Date and terminate as of the date that all the agreements incorporated herein have also terminated.

SECTION 10. TERMINATION AND UNWIND.

10.1 Either Party may terminate this Agreement at any time by providing written notice to the other Party. In the event that this Agreement shall terminate, it is the intent

of the Parties that the agreements incorporated herein and set forth as attached Schedules shall also terminate contemporaneously with this Agreement.

10.2 In the event that Generations determines to discontinue operating the Women's Health Services Clinic as contemplated by this Agreement, then Generations will provide the Hospital with one hundred and eighty (180) days' notice so that the Hospital can have sufficient time to determine whether or not it will replicate such Women's Health Services under its Hospital license. In such event, the Parties will collaborate upon a smooth and supportive transition of Generations from the Hospital campus and or the resumption of Women's Health Services by the Hospital. This provision shall survive termination of this Agreement.

SECTION 11. PROTECTION OF GENERATIONS' FQHC STATUS.

This Agreement is not intended to impact adversely on Generations' continuing status as an FQHC. The Parties agree to amend this Agreement if, and to the extent, such amendments are necessary to ensure Generations' continued status as an FQHC. In addition, the Parties agree that the terms of any of the agreements between the Parties attached hereto shall be consistent with the requirements of, and, if necessary, subject to approval by, HRSA.

SECTION 12. INDEMNIFICATION.

12.1 Hospital agrees to defend and hold harmless Generations, its respective directors, officers, agents, employees and contractors from any and all damages, claims, losses or liabilities resulting to Generations, including attorneys' fees, costs and expenses, arising out of, or resulting from (i) events, occurrences, claims or liabilities of any type arising out of Hospital's operation of the Women's Health Services Clinic prior to the Transfer Date; (ii) Hospital's performance, failure to perform or negligent performance of any of its obligations under this Agreement; or (iii) violation of any term or condition of this Agreement, including the inaccuracy of any representation made by Hospital, as of the date when made, or any breach of any warranty or covenant made by Hospital hereunder.

12.2 Generations agrees to defend and hold harmless Hospital, its respective directors, officers, agents, employees and contractors from any and all damages, claims, losses or liabilities resulting to Hospital, including attorney's fees, costs and expenses arising out of, or resulting from (i) events, occurrences, claims or liabilities of any type arising out of Generations' operation of the Campus Location after the Transfer Date; (ii) Generations' performance, failure to perform or negligent performance of any of its obligations under this Agreement; or (ii) violation of any term or condition of this Agreement, including the inaccuracy of any representation made by Generations, as of the date when made or any breach of any warranty or covenant made by Generations hereunder.

SECTION 13.

CONFIDENTIALITY.

13.1 In connection with the transition contemplated hereunder, each Party will require access to certain confidential and/or proprietary information relating to the business, financial, and strategic condition of the other Party, which may be in written, oral, or electronic format (“Confidential Information”). The term Confidential Information shall not include information that is or becomes publicly available through no fault of either Party.

13.2 Each Party acknowledges that the Confidential Information furnished by the other Party during the course of the negotiations and due diligence contemplated hereunder is a valuable, special, and unique asset of the Party furnishing such Confidential Information (hereinafter, the “Furnishing Party”). Accordingly, each Party agrees that, except as specifically provided herein, it will not disclose to any person, institution, entity, company, or any other third party, directly or indirectly, any Confidential Information, without the prior written consent of the Furnishing Party or as required by law, consistent with section 13.4.

13.2.1 Each Party agrees that Confidential Information shall be disclosed to members of its Board, staff, contractors, or other agents only: (i) on a need-to-know basis, and (ii) for the purpose of planning, negotiations and due diligence review contemplated by this Agreement. Each Party shall require its Board members, staff, contractors, and other agents who receive Confidential Information regarding the other Party comply with the standards set forth in Section 13.

13.2.1 Each Party agrees that Confidential Information shall be disclosed to federal and state governmental bodies in connection with implementing this Agreement and obtaining applicable approvals.

13.3 Nothing in this Agreement shall prohibit a Party from making any disclosure of Confidential Information that, in the good faith opinion of such Party making the disclosure, is required by law. If disclosure of the Confidential Information is required, the Party making the disclosure shall promptly notify the Furnishing Party, and shall exercise reasonable efforts to obtain, or to permit the Furnishing Party to obtain, a court order or other reliable assurance that confidential treatment shall be accorded to the disclosed Confidential Information.

13.4 Each Party warrants that, to its knowledge as of the date of this Agreement’s execution and at the time of any subsequent disclosure, it is permitted to disclose to the other Party, as provided herein, its respective Confidential Information and that such disclosure does not, and will not, violate the rights of any third party.

13.5 Each Party shall retain title and all rights to the Confidential Information that has been disclosed to the other Party. Upon request, each Party agrees to return promptly to the other Party all Confidential Information and to not retain any copies, extracts, or other reproductions, in whole or in part, of such returned Confidential Information.

13.6 This Section 13 regarding the obligation of both Parties to keep confidential all Confidential Information, regardless of the manner of transmission, survives the expiration or termination of this Agreement.

SECTION 14. NOTICES.

Any and all notices, designations, consents, offers, acceptances or other communication required to be given under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

If to Generations:

Mr. Arvind Shaw
Chief Executive Officer
Generations Family Health Center
40 Mansfield Avenue
Willimantic, CT 06226

If to Hospital:

Dr. Stephen Larcen
Interim President & CEO
Windham Community Memorial Hospital, Inc.
112 Mansfield Avenue
Willimantic, CT 06226

The foregoing addresses may be changed and/or additional persons may be added thereto by notifying the other Party hereto in writing and in the manner hereinafter set forth. All notices shall be effective upon receipt.

SECTION 15. INDEPENDENT CONTRACTORS.

The Parties shall remain separate and independent entities. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between or among the Parties other than that of independent contractors. Except as otherwise provided, neither of the Parties shall be construed to be the agent, partner, co-venturer, employee or representative of the other Party.

SECTION 16. GOVERNING LAW.

This Agreement is made pursuant to and shall be governed by the laws of the State of Connecticut, as well as all applicable Federal laws, regulations, and policies, including, but not limited to, all laws, rules, policies, and other terms applicable to Generations' Section 330 grant.

SECTION 17. SEVERABILITY.

The provisions of this Agreement are not severable. In the event that any one or more provisions of this Agreement are deemed null, void, illegal, or unenforceable, the Parties shall renegotiate or terminate the remaining provisions of this Agreement unless the Parties mutually agree in writing that the invalidity, illegality, or unenforceability of said provision does not materially change the obligations of the Parties under this Agreement, in which case this Agreement shall be construed in all respects as if such invalid or unenforceable provisions have been omitted.

SECTION 18. THIRD PARTY BENEFICIARIES.

The Agreement is not intended to benefit, and shall not be construed to benefit, any person or entities other than the Parties hereto, or to create any third-party beneficiary right for any other person or entities.

SECTION 19. ASSIGNMENT.

Neither Party may assign, delegate, or transfer this Agreement, or its rights and obligations hereunder, without the other Party's express, prior written consent. Any assignment attempted without such consent shall be void. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their duly authorized transferees, successors and assigns.

SECTION 20. ENTIRE AGREEMENT; AMENDMENTS.

This Agreement and its attachments represent the Parties' complete understanding regarding the subject matter herein. Any amendment to this Agreement shall be in writing and signed by both Parties. Except for any specific provision being amended, this Agreement shall remain in full force and effect after such amendment. This Agreement supersedes any other agreements or understandings between the Parties, whether oral or written, relating to the subject matter of this Agreement. No such other agreements or understandings may be enforced by any Party nor may they be employed for interpretation purposes in any dispute involving this Agreement.

SECTION 21.

AUTHORITY.

Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity on whose behalf he or she is signing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date set forth above by their duly-authorized representatives.

Generations Family Health Center, Inc.

Windham Community Memorial
Hospital, Inc.

By: _____
Its

By: _____
Its

Date: _____

Date: _____

EXHIBIT A

NOTICE TO HOSPITAL PATIENTS

[Date]

To All Our Patients:

We are writing to inform you of an upcoming change at Windham Hospital's Prenatal Clinic (the "Clinic"). As of [_____], Windham Hospital is transferring the operational responsibility for the Clinic to Generations Family Health Center ("Generations").

Please be assured that very little will change from your perspective other than the fact that Generations will be your official provider of record and any future statements you may receive will come from Generations instead of Windham Hospital. However, and more importantly for you, Generations will continue to provide you with the same services, in the same exact location at 112 Mansfield Avenue, Willimantic, CT 06226, and with the same medical providers. The transfer does not even affect any of your upcoming appointments. Moreover, new appointments can be made through the Generation telephone number at (860-_____). Although Windham Hospital will no longer be providing outpatient prenatal services, it will continue to provide diagnostic and labor and delivery services to all patients, including the Clinic's patients.

As part of this transfer, Windham Hospital will be transferring your medical records to Generations at absolutely no cost to you. Should you have any questions or if this arrangement is not desirable to you and you would like your medical records sent to another provider of your choosing, please contact us at [_____] by [_____] at which time we will provide you with the names of alternate providers for women's health services.

Generations is excited about this opportunity and is looking forward to continuing to be able to serve your needs into the future.

Sincerely,

[Signature]

[Name]

SCHEDULE 9

REGULATORY APPROVALS

- 1. OHCA-Hospital and Generations**
- 2. DPH-Generations**
- 3. HRSA-Generations**

EXHIBIT B

COMMUNITY SUPPORT GRANT AGREEMENT

This AGREEMENT (“the Grant Agreement”) is entered into as of _____ 2012, by and between Generations Family Health Center (“Generations”) and the Windham Community Memorial Hospital, Inc. (“Hospital”) (individually a “Party,” and collectively the “Parties”).

BACKGROUND

The Hospital has historically operated a Women’s Health Services Clinic serving uninsured and underinsured women on its Hospital campus (“Women’s Health Services Clinic”). To date, the Women’s Health Services Clinic’s focus has been on keeping uninsured and underinsured pregnant women healthy during their pregnancies through primary and secondary prevention, and psychological and educational support (the “Services”). Many of the patients seen by the Women’s Health Services Clinic are also patients of Generations. The Hospital believes that Services are important services to the Community and because Generations is more poised to provide more comprehensive primary care services to the same patient population that utilizes the Women’s Health Services Clinic, the Hospital has proposed to Generations that Generations assume full responsibility for the operation of the Women’s Health Services Clinic located on the Hospital’s campus (the “Campus Location”). Generations, subject to state and federal regulatory approvals, is desirous of assuming operational responsibility for the Women’s Health Services Clinic as it would fully complement the other primary care services offered by Generations. To facilitate the transition of the Women’s Health Services Clinic from the Hospital to Generations, the Hospital is proposing to provide a Community Support Grant that will have two funding components to (i) cover some of the start up expenses associated with the transition of Women’s Health Services Clinic operations; and (ii) to cover some of Generations’ costs on a yearly basis associated with providing Services to the uninsured and medically underserved population.

1. **Compliance.** It is the intention of the Parties hereto that this Community Support Grant Agreement fully comply with the requirements of 42 C.F.R. §1001.952(w). To the extent that it is determined by either Party’s legal counsel or the Federal government that the Grant Agreement is not fully compliant, this Grant Agreement will be reformed to fully comply. Specifically,

- (a) The amount of the Community Support Grant will not be conditioned or varied based upon (or otherwise determined by taking into account in any way) the volume or value of any referrals or other business generated between Generations and Hospital, which referrals or business are reimbursed, in whole or in part, under Medicare, Medicaid, CHIP, or any other federal health care program

(b) The amount of the Community Support Grant will contribute meaningfully to its ability to maintain or increase the availability, or enhance the quality, of the services provided to the medically underserved populations in its service area. Generations will re-evaluate the Grant Agreement annually to ensure that the grant is satisfying, and is reasonably expected to continue satisfying, this standard, and will document such evaluation on a yearly basis.

(b) Generations and Hospital agree that each Party's health care professionals retain the right to refer patients to any providers they deem appropriate, based on their professional judgment, and that all patients served by either Party retain the right to request referrals to any providers of their choosing. Generations will explicitly retain the right to contract with other providers/suppliers

(c) Generations and Hospital agree to maintain a list of all agreements between the parties. This list shall be centrally located, updated regularly, and maintained in a manner that preserves the historical record of arrangement, and made available for review by the Secretary of DHHS upon request.

(d) All Generations patients shall be advised, upon request, of the existence and nature of the Grant Agreement between the Parties in a timely fashion and in a manner reasonably calculated to be effective and understood by the patient.

2. **Start-Up Grant.** Hospital agrees to provide Generations with a one-time start up grant up to Thirty Five Thousand and Five Hundred and Eighty, Dollars (\$35,580.00) to cover the costs associated with transfer of the operations for the Women's Health Services Clinic from the Hospital to Generations and Generations assuming responsibility for operating a new program at a new location ("Start Up Grant"). These funds must be spent by Generations during the first twelve months of the Grant Agreement and will be advanced to Generations within thirty (30) days of receipt of undisputed invoices relating to reasonable costs for furnishings and equipment.

3. **Operational Deficits Grant Funds.** The Hospital shall provide additional funding to cover operational deficits relating to providing Services at the Campus Location to patients for the period of October 1, 2012 through September 30, 2013 (the "First Period"), the period of October 1, 2013 through September 30, 2014 (the "Second Period"), the period of October 1, 2014 through September 30, 2015 (the "Third Period"), the period of October 1, 2015 through September 30, 2016 (the "Fourth Period") and the period of October 1, 2016 through September 30, 2017 (the "Fifth Period"). The Operational Deficits Grant Funds are intended to contribute meaningfully to Generations' ability to maintain or increase the

availability, or enhance the quality, of the services provided to the medically underserved populations in its service area. The amount of the Operational Deficits Grant Funds for each Period shall be based on Generations' operating deficits relating to caring for patients. Operating deficits shall mean the prorated share of all reasonable expenses associated with caring for patients and offset by the excess of revenues over the expenses (the "Operational Deficits"). In each Period, the Operational Deficit Grant Funds will be paid to Generations in equal quarterly installments, with payments due by the first day of each quarter.

3.1 For the First Period, the Operational Deficit Grant Funding will be Two Hundred Twenty Thousand and Five Hundred and Twenty (\$220,520) Dollars. The Women's Health Services Clinic budget for the First Period is attached hereto as Schedule 1.

3.2 For the Second, Third, Fourth and Fifth Periods, the Operational Deficit Grant Funding will be One Hundred Three Thousand, Seven Hundred and Twelve (\$103,712) Dollars.

3.3 No later than sixty (60) days before the beginning of the Second Period through the Fifth Period, Generations will prepare and submit to Hospital a budget for the Services for the upcoming Period. The budget will specify Generations' anticipated operating costs and the projected Operational Deficits. Operating costs included in the budget shall not include any costs related to capital expense. If the projected Operational Deficits are less than \$103,712, then the Operating Deficit Grant for the upcoming Period will be adjusted accordingly. If the projected Operational Deficits are more than \$103,712, then the Operating Deficit Grant for the upcoming Period will be adjusted accordingly, subject to the approval of the Hospital.

3.4 The Parties shall meet on a quarterly basis to discuss the reasonableness of expenses during the previous quarter and to reconcile the Operating Deficit Grant Funds and Generations' actual Operational Deficits. In the event that the Operational Deficits incurred by Generations are greater than the Operational Deficits Grant Funds received by Generations, Hospital shall provide Generations with a grant payment within thirty (30) days to cover the difference, as long as such reconciliation will not result in the Operational Deficit Grant Funding for the Period exceeding the amounts specified in Sections 3.1 or Section 3.2, as applicable. In the event that there are any Operational Deficits Grant Funds received by Generations that are in excess of incurred Operational Deficits, such excess amounts will be offset against the next Operating Deficit Grant payment(s) during that same Grant fiscal period or, if requested by Hospital, shall be returned to the Hospital within thirty (30) days.

3.5 If, at any time during the term of this Agreement, the core financial assumptions prove faulty (*e.g.*, material change in payor mix or patient volume) and/or other exigent circumstances occur such that Generations is unable to operate the

Women's Health Services Clinic in accordance with the budget and/or there are actual or anticipated material deviations between the budget and actual financial performance, either Party may request a special meeting of the Parties to determine what reasonable options are available to address the circumstances, including but not limited to an adjustment in the budget and the Operating Deficit Grant amount.

4. **Term of Agreement.** The effective date of this Agreement shall be the date upon which the Master Agreement becomes effective and shall terminate on September 30, 2017 (the "Term") unless sooner terminated as set forth below.

5. **Termination of Agreement.**

5.1 **For Breach.** Notwithstanding any of the provisions in this Agreement to the contrary, prior to the expiration of the Initial Term, either Party may terminate this Agreement upon written notice to the other Party in the event of such other Party's breach of a material provision of this Agreement, which breach remains uncured for a period of thirty (30) days following receipt of written notice specifying the breach complained of.

5.2 **Tax-Exempt or Medicare/Medicaid Status.** Notwithstanding any of the provisions in this Agreement to the contrary, prior to the expiration of the Initial Term, either Party may terminate this Agreement upon written notice to the other Party if the other Party loses its (i) tax-exempt status, (ii) eligibility status in a federal or state health care program, including but not limited to Medicare or Medicaid; or (iii) state facility licensure or Federally Qualified Health Care status.

5.3 **Bankruptcy.** This Agreement shall immediately terminate upon: (i) the bankruptcy, insolvency, or cessation of operations of either Party, as applicable, or the filing of any voluntary petition for bankruptcy, dissolution, liquidation, or winding-up of the affairs of either Party, as applicable, or any assignment by either Party, as applicable, for the benefit of creditors; (ii) or the filing of any involuntary petition for bankruptcy, dissolution, liquidation, or winding-up of the affairs of either Party, as applicable, which petition is not dismissed within ninety (90) days of the date upon which it is filed.

5.4 **Termination without Cause.** Notwithstanding any of the provisions in this Agreement to the contrary, the Parties may mutually agree to terminate this Agreement at any time.

5.5 **Termination Upon Other Terminating Events.** In the event either the Space Access Agreement or the Clinical Staff Lease Agreement terminates, either Party shall have the right to terminate this Agreement upon thirty (30) days written notice.

6. **Modification for Prospective Legal Events.** In the event any state, federal, or local laws or regulations, now existing or enacted, promulgated, or amended after the

effective date of this Agreement, are interpreted by judicial decision, by a regulatory agency, or reasonably by either Party's legal counsel (which shall be a firm of recognized standing) in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or regulations (an "Adverse Event"), the Parties hereto shall negotiate in good faith to amend this Agreement as necessary. To the maximum extent possible, any amendment to this Agreement effected shall preserve the underlying economic and financial arrangements between the Parties. Notwithstanding the foregoing, a Party shall not be obligated to agree to an amendment to this Agreement if that Party in good faith disagrees, in a writing delivered to the other Party, that an Adverse Event has occurred, or if the Parties cannot, using good faith efforts within sixty (60) days of either Party's notification in writing to the other Party that an Adverse Event has occurred, mutually agree upon amendments to this Agreement as necessary to cure such Adverse Event.

7. Confidentiality.

7.1 Each Party will require access to certain confidential and/or proprietary information relating to the business, financial, and strategic condition of the other Party, which may be in written, oral, or electronic format ("Confidential Information"). The term Confidential Information shall not include information that is or becomes publicly available through no fault of either Party.

7.2 Each Party acknowledges that the Confidential Information furnished by the other Party during the course of the negotiations and due diligence contemplated hereunder is a valuable, special, and unique asset of the Party furnishing such Confidential Information (hereinafter, the "Furnishing Party"). Accordingly, each Party agrees that, except as specifically provided herein, it will not disclose to any person, institution, entity, company, or any other third party, directly or indirectly, any Confidential Information, without the prior written consent of the Furnishing Party or as required by law.

7.2.1 Each Party agrees that Confidential Information shall be disclosed to members of its Board, staff, contractors, or other agents only: (i) on a need-to-know basis, and (ii) for the purpose of planning, negotiations and due diligence review contemplated by this Agreement. Each Party shall require its Board members, staff, contractors, and other agents who receive Confidential Information regarding the other Party comply with the standards set forth in Section 13.

7.2.2 Each Party agrees that Confidential Information shall be disclosed to federal and state government bodies for the purpose of implementing this Agreement and obtaining applicable approvals relating thereto.

7.3 Nothing in this Agreement shall prohibit a Party from making any disclosure of Confidential Information that, in the good faith opinion of such Party making the disclosure, is required by law. If disclosure of the Confidential Information is required, the Party making the disclosure shall promptly notify the Furnishing Party, and shall exercise reasonable efforts to obtain, or to permit the Furnishing Party to obtain, a court order or other reliable assurance that confidential treatment shall be accorded to the disclosed Confidential Information.

7.4 Each Party warrants that, to its knowledge as of the date of this Agreement's execution and at the time of any subsequent disclosure, it is permitted to disclose to the other Party, as provided herein, its respective Confidential Information and that such disclosure does not, and will not, violate the rights of any third party.

7.5 Each Party shall retain title and all rights to the Confidential Information that has been disclosed to the other Party. Upon request, each Party agrees to return promptly to the other Party all Confidential Information and to not retain any copies, extracts, or other reproductions, in whole or in part, of such returned Confidential Information.

7.6 This Section 7 regarding the obligation of both Parties to keep confidential all Confidential Information, regardless of the manner of transmission, survives the expiration or termination of this Agreement.

8. Notices.

Any and all notices, designations, consents, offers, acceptances or other communication required to be given under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

If to Generations:

Mr. Arvind Shaw
Chief Executive Officer
Generations Family Health Center
40 Mansfield Avenue
Willimantic, CT 06226

If to Hospital:

Dr. Stephen Larcen
President & CEO
Windham Community Memorial Hospital, Inc.
112 Mansfield Avenue
Willimantic, CT 06226

The foregoing addresses may be changed and/or additional persons may be added thereto by notifying the other Party hereto in writing and in the manner hereinafter set forth. All notices shall be effective upon receipt.

9. **Independent Contractors.**

The Parties shall remain separate and independent entities. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between or among the Parties other than that of independent contractors. Except as otherwise provided, neither of the Parties shall be construed to be the agent, partner, co-venturer, employee or representative of the other Party.

10. **Governing Law.**

This Agreement is made pursuant to and shall be governed by the laws of the State of Connecticut, as well as all applicable Federal laws, regulations, and policies, including, but not limited to, all laws, rules, policies, and other terms applicable to Generations' Section 330 grant.

11. **Severability.**

The provisions of this Agreement are not severable. In the event that any one or more provisions of this Agreement are deemed null, void, illegal, or unenforceable, the Parties shall renegotiate or terminate the remaining provisions of this Agreement unless the Parties mutually agree in writing that the invalidity, illegality, or unenforceability of said provision does not materially change the obligations of the Parties under this Agreement, in which case this Agreement shall be construed in all respects as if such invalid or unenforceable provisions have been omitted.

12. **Third Party Beneficiaries.**

The Agreement is not intended to benefit, and shall not be construed to benefit, any person or entities other than the Parties hereto, or to create any third-party beneficiary right for any other person or entities.

13. **Assignment.**

Neither Party may assign, delegate, or transfer this Agreement, or its rights and obligations hereunder, without the other Party's express, prior written consent. Any assignment attempted without such consent shall be void. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their duly authorized transferees, successors and assigns.

14. **Entire Agreement; Amendments.**

This Agreement and its attachments represent the Parties' complete understanding regarding the subject matter herein. Any amendment to this Agreement shall be in writing and signed by both Parties. Except for any specific provision being amended, this Agreement shall remain in full force and effect after such amendment. This Agreement supersedes any other agreements or understandings between the Parties, whether oral or written, relating to the subject matter of this Agreement. No such other agreements or understandings may be enforced by any Party nor may they be employed for interpretation purposes in any dispute involving this Agreement.

15. **Authority.**

Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity on whose behalf he or she is signing.

16. **Government Access.**

If Section 952 of the Medicare and Medicaid Amendments of 1980, 42 U.S.C. §1395x(v)(1)(I), is applicable to this Agreement, Generations agrees upon written request, to make available to the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, all contracts, books, documents and records of Generations necessary to certify the nature and extent of costs associated with the services furnished under this Agreement. All books and records described in this Section shall be maintained and made available for a period of four (4) years after the last date that services were rendered under this Agreement. The provisions of the Medicare and Medicaid Amendments of 1980, including Section 952 thereof, and the rules and regulations adopted from time to time thereunder, are incorporated herein by reference, and Generations agrees to be bound thereby. This Subsection shall survive the termination of this Agreement.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date set forth above by their duly-authorized representatives.

Generations Family Health Center, Inc.

Windham Community Memorial
Hospital, Inc.

By: _____
Its

By: _____
Its

Date: _____

Date: _____

SCHEDULE 1

Operating Deficits

**GENERATIONS FAMILY HEALTH CENTER, INC.
SUMMARY- YEAR ONE**

EXPENSES

Personnel	\$	284,894
Fringes	\$	68,375
Contractual	\$	422,942
Occupancy	\$	68,440
Supplies/Other	\$	39,063
Other		
Admin	\$	59,516

TOTAL EXPENSES \$ **943,230**

REVENUE

Patient Revenue	\$	722,710
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TOTAL REVENUE \$ **722,710**

DEFICIT \$ (220,520) 23%

Expected Community Benefit Grant
\$ 220,520 Note

Surplus/ Deficit \$ -

\$
One Time Start-Up Grant \$35,580.00

Note: CB grant includes occupancy costs of \$64K valued at Fair Market Value

EXHIBIT C

CLINICAL STAFF LEASE AGREEMENT

This CLINICAL STAFF LEASE AGREEMENT (“the Agreement”) is entered into as of _____, 2012, by and between Generations Family Health Center (“Generations”) and Windham Community Memorial Hospital (“Hospital”) (individually a “Party,” and collectively the “Parties”).

WITNESSETH

WHEREAS, Generations is a Federally Qualified Health Center (“FQHC”) that receives Federal grant support from the Health Resources and Services Administration (“HRSA”) within the United States Department of Health and Human Services (“DHHS”) pursuant to Section 330 of the Public Health Service Act (“Section 330”) to provide, or arrange for the provision of, high quality, cost-effective, community-based comprehensive primary and preventive health care and related services (including, but not limited to, ancillary and enabling services) to residents of its medically underserved service area, regardless of the individual’s or family’s ability to pay for such services;

WHEREAS, Hospital is a tax-exempt community hospital committed to providing high quality and cost-effective services to the community, including those individuals that are medically underserved;

WHEREAS, Hospital currently provides certain outpatient women’s health services on its campus located at 112 Mansfield Avenue, Willimantic, Connecticut (“Campus Location”) to a significant number of low income, uninsured and underinsured patients, many of whom are within Generations’ same service area;

WHEREAS, the Parties agree that it is a beneficial that women’s health services are accessible and available to all persons who seek such services, regardless of any individual’s ability to pay (“Women’s Health Services Clinic”);

WHEREAS, the Parties have determined, in furtherance of their respective missions, that accessibility to, and continuity of, community-based women’s health services for residents of Generations’ service area would be enhanced if the Hospital transfers responsibility for its operation of the Women’s Health Services Clinic to Generations and Generations establishes a new FQHC site at the Campus Location so that Generations can continue to operate Women’s Health Services Clinic and offer the prenatal services that were previously offered by the Hospital as a complement to the continuation of prenatal and other obstetrical services that the Hospital will continue to provide; and

WHEREAS, Hospital has an established relationship with certain obstetrics and gynecology providers who currently provide professional services at the Women's Health Services Clinic and Generations desires to lease these same individuals through the Hospital for the purpose of providing professional services at the Women's Health Services Clinic on behalf of Generations;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. LEASED OB/GYN PHYSICIANS.

1.1 Hospital shall lease OB/GYN physicians, OB/GYN Advanced Practice Registered Nurses ("APRNs"), and nurse midwives to Generations (hereinafter, the "OB/GYN Providers") to furnish, on Generations' behalf, OB/GYN services on behalf of Generations at the Hospital's 112 Mansfield Avenue, Willimantic, Connecticut location (the "Campus Location"). The physician OB/GYN Providers shall be board eligible or board certified by The American Board of Obstetrics and Gynecology, Inc. The OB/GYN Providers' names, time commitments, productivity expectations, and schedules are set forth more specifically in Schedule 1, attached hereto and incorporated by reference herein. This Agreement does not create any rights with respect to the Hospital that did not already exist.

1.2 The Parties recognize that, from time to time, Hospital may be required to replace or temporarily substitute another OB/GYN physician, APRN, and/or nurse midwife for the OB/GYN Providers listed in Schedule 1, subject to approval by Generations' Chief Executive Officer ("CEO") and Chief Medical Officer ("CMO"). The Parties will cooperate to ensure that substitute physicians, APRNs, and nurse midwives have the necessary qualifications, as applicable and consistent with Section 3.6.1 of this Agreement, either in advance of assignment or immediately upon assignment, to enable them to perform as substitutes. All provisions of this Agreement apply to such substitutes as they do to the OB/GYN Providers identified in Schedule 1.

1.3 The Parties recognize that, from time to time, the parties may increase or reduce the number and/or range of OB/GYN Providers and revise Schedule 1 accordingly based on a review of patient demand, upon the mutual agreement of the Parties.

1.4 Generations will provide all reasonably necessary office space, medical equipment, supplies, and related services for the OB/GYN Providers to furnish services on Generations' behalf.

1.5 The Parties acknowledge and agree that the OB/GYN Providers are employees or contractors of Hospital and shall not be considered employees of Generations. As such, the OB/GYN Providers shall not be covered by, or entitled to, any health insurance including, but not limited to, worker's compensation coverage, or other benefits maintained by Generations for its employees.

1.6 Hospital shall be responsible for compensating OB/GYN Providers for their services hereunder. Generations shall not have any obligations to the OB/GYN Providers with respect to compensation for their services hereunder.

1.7 Generations shall not be responsible for the withholding of taxes and similar items or the remitting of payments and returns to governmental agencies applicable to the services of OB/GYN Providers hereunder.

SECTION 2. PAYMENT.

2.1 Generations hereby agrees to pay Hospital for the services provided by the OB/GYN Providers in accordance with the terms set forth in Schedule 2, attached hereto and incorporated by reference herein. Hospital agrees to accept such compensation as payment in full for the OB/GYN Providers' services provided pursuant to this Agreement.

2.2 The Parties acknowledge and agree that all patients receiving services from the OB/GYN Providers pursuant to this Agreement shall be Generations' patients. Accordingly, Generations shall be solely and exclusively responsible for billing patients and/or third party payors for all services rendered on behalf of Generations to Generations' patients by the OB/GYN Providers hereunder, and shall retain all payments so collected. Except as the Parties otherwise specifically agree in writing, Hospital agrees that neither it, nor the OB/GYN Providers, shall seek reimbursement from patients or from any third party healthcare payor, including Medicaid or Medicare, for services rendered pursuant to this Agreement. If a third party payor requires Hospital and/or the OB/GYN Providers to bill directly for any services that they furnish at Generations pursuant to this Agreement, Hospital and/or the OB/GYN Providers, as applicable, shall assign those payments to Generations to the extent permitted by law.

2.3 All payments to Hospital specified in this Agreement have been determined through good-faith and arm's length bargaining and are consistent with what the Parties reasonably believe to be within fair market value for the services to be provided, unrelated to the volume or value of any referrals or business generated between the Parties.

2.4 Nothing in this Agreement requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or business to either Party by the other Party. Neither Party shall (i) require their employed and/or

contracted professionals to refer patients to one another (or to any other entity or person); or (ii) track referrals for purposes relating to setting the compensation of their employed and/or contracted professionals or influencing their referral choice.

2.5 To ensure that Generations may bill for services provided by the OB/GYN Providers, Hospital shall promptly provide Generations with information necessary for Generations to credential the OB/GYN Providers, as well as any other information Generations reasonably requests with respect to the OB/GYN Providers assigned to provide services hereunder.

SECTION 3. OB/GYN SERVICES.

3.1 OB/GYN Providers shall provide prenatal services for Generations' patients experiencing both well and high-risk pregnancies; provided, however, such services shall not include deliveries. Hospital represents that the OB/GYN Providers shall be licensed and/or certified, as appropriate, and shall have appropriate education, training, experience and other qualifications as may be reasonably established by Generations relevant to providing services consistent with applicable Generations policies. Hospital further represents that the OB/GYN Providers shall maintain medical staff privileges at Hospital.

3.2 When providing services to Generations' patients pursuant to this Agreement, Hospital shall ensure that the OB/GYN Providers present themselves to patients as health care professionals "affiliated with Generations".

3.3 Hospital shall specifically instruct the OB/GYN Providers that, in furnishing services pursuant to this Agreement, he/she is to follow applicable Generations policies and procedures (which shall include, but not be limited to, clinical policies, procedures and protocols; HIPAA privacy and security policies; quality assurance standards; productivity standards; standards of conduct; and grievance and complaint resolution procedures), as amended from time to time, provided that Generations shall inform Hospital of all such policies and procedures and notify Hospital of any amendments thereto not less than thirty (30) days before they are to take effect with respect to the OB/GYN Providers. Generations shall provide the OB/GYN Providers with an orientation and trainings, as applicable, regarding Generations' policies and procedures relevant to providing clinical services on Generations' behalf. Subject to the above, both Parties agree that the OB/GYN Providers shall retain the right to exercise independent professional judgment in the performance of providing clinical services hereunder.

3.4 Hospital represents that, during the term of this Agreement, the OB/GYN Providers shall:

3.4.1 comply with applicable standards of professional practice and have customary narcotics and controlled substance authorizations;

3.4.2 comply with all applicable federal, state and local laws, rules and regulations;

3.4.3 be and remain eligible to participate in Medicaid, Medicare, and any other federal, state, local and private third party healthcare payor with which Generations participates;

3.4.4 maintain an unrestricted license in the State of Connecticut;

3.4.5 fully cooperate with Generations, as reasonably requested, in Generations' quality improvement processes, as well as comply with Generations' corporate compliance program or other regulatory certification or accreditation programs, including but not limited to Primary Care Medical Home recognition;

3.4.6 establish and maintain medical records in accordance with standards prescribed by Generations, regardless of whether such data and information is in paper or electronic format;

3.4.7 fully cooperate with and, as reasonably requested, assist Generations in the development, preparation, and maintenance of all required records and reports, in accordance with Section 9; and

3.4.8 provide or arrange to provide after hours coverage for patients of the Women's Health Services Clinic.

3.5 Upon receiving notice, Hospital shall immediately inform Generations if any of the OB/GYN Providers cease satisfying the requirements set forth in Section 3.4.

3.6 Generations, through its CEO or his/her designee, shall exercise general oversight authority over the OB/GYN Providers' performance of any obligations required by this Agreement, and shall exercise ultimate authority over:

3.6.1 credentialing and privileging OB/GYN Providers to provide services on Generations' behalf pursuant to this Agreement consistent with Generations' Board-approved credentialing and privileging policy;

3.6.2 in consultation with Hospital, determining the OB/GYN Providers' schedule of shifts, in accordance with Schedule 1; and

3.6.3 determining whether the OB/GYN Providers' performance satisfactorily and consistently complies with policies, procedures, standards and protocols set forth in Section 3.3 of this Agreement.

3.7 The OB/GYN Providers' day-to-day performance of patient care services at the Women's Health Services Clinic will be subject to immediate and ongoing supervision by the Generations Medical Director and/or his/her duly appointed designee to ensure the quality, timeliness and appropriateness of the OB/GYN Providers' provision of services. The OB/GYN Providers' overall performance will also be subject to the Generations' ongoing, reasonable and appropriate evaluation throughout this Agreement's term, and Hospital will be advised, as appropriate, of identified deficiencies. If Generations' determines, in good faith, that any OB/GYN Provider fails to meet the standards and requirements set forth in Sections 3.3 or 3.4, or if he/she is dissatisfied with any of the OB/GYN Providers' performance, Generations may require Hospital to remove such individual from providing services on Generations' behalf pursuant to this Agreement, provided, however, that Generations shall exercise this authority reasonably and in good faith and shall afford the OB/GYN Provider a reasonable opportunity to respond to any concerns. Generations expressly absolves Hospital of liability which results from control over the OB/GYN Providers' day-to-day job duties, including without limitation any decisions relating to the rendering or withholding of professional services. Further, Generations retains full responsibility for its business and services, and any actions by any of its agents, contractors, or employees.

3.8 Hospital represents that it will promptly inform Generations, upon receipt of any notice, whether or not official, of the existence and basis of any action, event, claim, proceeding, or investigation of an OB/GYN Provider about which Hospital is informed (including, without limitation, any report to the National Practitioner Data Bank) instituted by a person, government agency, healthcare facility, peer review organization or professional society, which involves an allegation of negligent conduct raised against the OB/GYN Provider and/or that could result, in the revocation, termination, suspension, limitation or restriction of the OB/GYN Provider's license, or authorization required to provide such clinical services on Generations' behalf pursuant to this Agreement. Upon Generations' reasonable request given all the facts and circumstances, Hospital will remove the OB/GYN Provider from providing services pursuant to this Agreement until a final determination is made regarding the aforesaid alleged action, event, claim, proceeding, or investigation.

3.9 Hospital shall promptly inform Generations and remove an OB/GYN Provider from providing services on Generations' behalf pursuant to this Agreement upon the occurrence of any of the following:

3.9.1 an OB/GYN Provider's loss of insurance required hereunder;

3.9.2 the loss or suspension of an OB/GYN Provider's license, certification, or other authorization necessary to perform services hereunder;

3.9.3 an OB/GYN Provider's proposed or actual debarment, suspension or otherwise exclusion from Medicaid, Medicare and/or any other applicable federal or state healthcare program (42 U.S.C. §1320a-7(a)); or

3.9.4 an OB/GYN Provider's commission of any act, criminal or otherwise, that, in Generations' reasonable and good faith opinion, has a substantial likelihood of injuring, or the potential to injure, the professional reputation or community standing of Generations.

3.10 Upon the reasonable request of Generations, Hospital shall replace a removed OB/GYN Provider with another physician, APRN, or nurse midwife, as applicable, qualified in accordance with Section 1.2, within a reasonable period of time, subject to the approval by Generations' CEO or CMO, which approval shall not be unreasonably withheld.

3.11 The hiring, firing, disciplining and determination of compensation and benefits of the OB/GYN Providers shall be within the sole discretion of the OB/GYN Providers' employer.

3.12 Hospital shall reasonably assist Generations in handling grievances and complaints by patients or third party payors to the extent such grievances and complaints are related to the services provided by the OB/GYN Providers pursuant to this Agreement.

SECTION 4. WOMEN'S HEALTH QUALITY COMMITTEE.

In connection with their services hereunder, two (2) of the OB/GYN Providers will serve on Generations' Women's Health Quality Committee (which shall report to the Generations Quality Committee). The Women's Health Quality Committee shall identify significant indicators of performance in the effectiveness and efficiency in the delivery of patient care services, monitor progress on the quality indicators, and provide recommendations regarding Generations' staffing productivity, equipment and space resources, clinical policies and procedures and quality assurance activities and initiatives specific to the services provided to Generations' patients served at the Women's Health Services Clinic. Such evaluations and related recommendations shall be shared with the Generations' CEO, CMO, and the Quality Committee of Generations. The Women's Health Quality Committee shall meet monthly for the first year of this Agreement, after which the Women's health Quality Committee shall meet on a quarterly basis or as frequently as determined by the Generations' Chief Medical Director and Chief Executive Officer. Any dispute arising under this Agreement relating to quality issues shall first be addressed by informal discussions by the Women's Health Quality Committee, subject to good cause exceptions, including but not limited to, disputes determined by either Party to require immediate relief (e.g., circumstances under which an extended resolution procedure may endanger the health and safety of the patients.)

Any dispute that has failed to be resolved by informal discussions between the Parties within a reasonable period of time not to exceed thirty (30) days may be resolved through all means available.

SECTION 5. DELIVERY AND HIGH RISK PRENATAL SERVICES.

Hospital agrees that to the extent that it provides the services and has the necessary expertise and qualifications, it will continue to provide delivery and high risk prenatal services to the Women's Health Services Clinic patients regardless of the patient's ability to pay. The provision of delivery services shall be outside of the scope of this Clinical Staff Lease Agreement. To the extent that the Women's Health Services Clinic is providing services to patients who are experiencing high-risk pregnancies, the Hospital and the Women's Health Services Clinic will coordinate and collaborate care for these patients. Accordingly, to the extent that individuals receive delivery or high risk prenatal services from Hospital, such individuals will be considered patients of Hospital; and the Hospital providers will provide services on Hospital's behalf, and Hospital agrees to be solely responsible for billing and collection of all payments from appropriate third party payors, funding sources, and, as applicable, patients, for such services, observing Hospital's customary billing, collection, and free care policies.

SECTION 6. INSURANCE OBLIGATION.

6.1 Hospital agrees to secure and maintain, or cause to be secured and maintained, with respect to Hospital and the OB/GYN Providers, Worker's Compensation and comprehensive general liability insurance coverage, consistent with prevailing standards. Hospital agrees to secure and maintain, or cause to be secured and maintained, during the term of this Agreement, policies of professional liability (malpractice, errors and omissions) insurance and/or self-insurance providing coverage of at least \$1,000,000 per occurrence and \$3,000,000 aggregate against professional liabilities for itself and the OB/GYN Providers, which may occur as a result of services provided under this Agreement. If such professional liability insurance is written in a "claims made," as opposed to an "occurrence" form, the Hospital agrees to purchase or otherwise make arrangements for a "tail" or extended disclosure period policy for all activities so insured during the course of this Agreement. Hospital shall furnish certificates of insurance to Generations upon request. Hospital will give Generations thirty (30) days advance written notice of any material change in such insurance status.

6.2 Generations shall obtain and maintain at its sole cost and expense professional liability insurance and/or coverage through the Federal Tort Claims Act with respect to the medical services rendered by Generations. This insurance or coverage shall provide coverage for the Generations and its employees and certain contractors while providing services at the Premises. Upon request, Generations shall provide a copy of any such Federal Tort Claims Act coverage, policy or a certificate of insurance to Hospital as evidence of such insurance coverage.

SECTION 7. ASSURANCES OF PATIENT AND CLINICIAN CHOICE.

7.1 The Parties acknowledge and agree that all health and health-related professionals employed by or under contract with either Party retain sole and complete discretion, subject to any valid restriction(s) imposed by participation in a managed care plan, to refer patients to any and all provider(s) that best meet the clinical needs of such patients.

7.2 The Parties acknowledge that all patients have the freedom to choose (and/or request referral to) any provider of services, and the Parties will advise patients of such right, subject to any valid restriction(s) imposed by participation in a managed care plan.

SECTION 8. CONTRACTS WITH OTHER PARTIES.

Generations retains the authority to contract with other parties, if, and to the extent that, Generations' reasonably determines that such contracts are necessary in order to implement Generations' policies and procedures, or as otherwise may be necessary to ensure appropriate collaboration with other local providers (as required by Section 330(k)(3)(B)), to enhance patient freedom of choice, and/or to enhance accessibility, availability, quality, and comprehensiveness of care. Hospital also retains the right to contract with other parties.

SECTION 9. RECORDKEEPING AND REPORTING.

9.1 The Parties understand and agree that Generations requires certain programmatic information to comply with federal and state reporting requirements applicable to its Section 330 grant and FQHC status. If medical records developed in accordance with Section 3.4.6 do not include sufficient information, OB/GYN Providers agree to provide Generations with such additional information as Generations may require to fulfill its reporting obligations.

9.2 Hospital agrees to permit Generations, the DHHS, and the Connecticut Department of Public Health to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Agreement.

9.3 Each Party shall maintain financial records and reports, supporting documents, statistical records, and all other books, documents, papers, or other records related and pertinent to this Agreement for four (4) years from the date of this Agreement's expiration or termination. If an audit, litigation, or other action involving these records commences during this aforesaid four (4) years, each Party shall maintain the records until the later of the four (4) years ending or until the audit, litigation, or other action is completed, whichever is later.

9.4 Hospital shall make available to Generations, DHHS, and the Comptroller General of the United States, or any of their duly authorized representatives, upon

appropriate notice, such financial systems, records, reports, books, documents, and papers as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such systems, records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to Hospital personnel for the purpose of interview and discussion related to such documents.

9.5 As applicable, Hospital agrees to assist and cooperate with Generations regarding any A-133 audit (and all audit-related requirements and responsibilities) performed in connection with the activities contemplated hereunder.

SECTION 10. COMPLIANCE WITH APPLICABLE LAW.

10.1 This Agreement is made pursuant to and shall be governed by the laws of the State of Connecticut, as well as all applicable federal laws, regulations, and policies, including, but not limited to, all laws, rules, and policies applicable to Generations' status as an FQHC. Should such laws be amended so as to modify this Agreement, such amendment shall be incorporated herein and be immediately effective between the Parties.

10.2 In providing services pursuant to this Agreement, each Party shall comply with the following requirements, as applicable:

10.2.1 The Civil Rights Act of 1964 and all other federal, state or local laws, rules and orders prohibiting discrimination, and consistent with the foregoing, the Parties shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations at 41 C.F.R. Part 60;

10.2.2 All applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. § 1857 *et. seq.*) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et. seq.*), as amended; and

10.2.3 The certification requirements of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), as applicable.

10.3 Each Party hereby certifies that it is not an "Ineligible Entity" which is defined for purposes of this Agreement to mean an entity that (i) is or is threatened to be debarred, suspended or otherwise excluded from Medicaid, Medicare and/or any other applicable federal or state healthcare program (42 U.S.C. §1320a-7(a)); or (ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not been excluded, debarred, suspended, or otherwise declared ineligible. Either Party shall promptly notify the other Party upon receipt of any notice, whether or not official, that it has become or may become an Ineligible Entity during the term of this Agreement.

SECTION 11. TERM.

This Agreement shall remain in effect for a term of two (2) years, starting on the date Generations commences operations at the Campus Location (the "Effective Date"). After the expiration of the initial term, this Agreement will automatically renew for successive one (1) year terms, unless this Agreement is terminated pursuant to Section 12 or written notice is provided from one Party to the other Party no less than ninety (90) days prior to the expiration of the Agreement.

SECTION 12. TERMINATION.

12.1 This Agreement may be terminated, in whole or in part, at any time upon the mutual agreement of the Parties.

12.2 This Agreement may be terminated without cause upon ninety (90) days written notice by either Party.

12.3 This Agreement may be terminated for cause upon written notice by either Party. "Cause" shall include, but is not limited to, the following:

12.3.1 A material breach of any term of this Agreement, subject to a thirty (30) day opportunity to cure and a failure to cure by the end of the thirty (30) day period. This cure period shall be shortened if a shorter period is needed to protect patients' health or safety or if required by the Connecticut Department of Public Health, DHHS, the Joint Commission or any other entity by which Hospital or Generations must be licensed or accredited in order to conduct regular operations;

12.3.2 The loss of Hospital's required insurance, as set forth in Section 6;

12.3.3 Any material change in the financial condition of a Party, which reasonably indicates that such Party will be unable to perform services as required under this Agreement;

12.3.4 Loss of Generations' status as a FQHC or a material reduction in its Section 330 grant;

12.3.5 The loss or suspension of any license or other authorization to do business necessary for either Party to perform services under this Agreement;

12.3.6 Generations ceases to operate the Women's Health Services Clinic at the Campus Location;

12.3.7 Either Party becoming an Ineligible Entity, as defined in Section 10.3;

12.3.8 The occurrence of, or criminal indictment for, any act or omission by either Party, or its personnel, that is reasonably determined by the other Party to be so detrimental to the reputation, operation, or activities of the other Party;

12.3.9 The good faith determination by Generations that the health, welfare and/or safety of patients receiving care from an OB/GYN Provider is jeopardized by the continuation of the Agreement; or

12.3.10 If Hospital is unable to provide qualified OB/GYN physicians, APRNs, and nurse midwives at the level of capacity and productivity in accordance with the schedule contemplated by this Agreement.

12.4 In the event either the Space Access Agreement or the Community Support Grant Agreement terminates, either Party shall have the right to terminate this Agreement upon thirty (30) days' written notice.

SECTION 13. CONFIDENTIALITY OF PATIENT AND BUSINESS INFORMATION.

13.1 Hospital shall ensure that it and the OB/GYN Providers maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of the Generations patients, in accordance with all applicable federal and state laws and regulations (including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations set forth at 45 C.F.R. Part 160 and Part 164 ("HIPAA")) and Generations' policies and procedures regarding the privacy and confidentiality of such information. Hospital represents that, during the term of this Agreement, it shall notify Generations in the event Hospital and/or an OB/GYN Provider becomes aware of any use or disclosure of Generations patient information that violates the terms and conditions of this Agreement, Generations policies and procedures, HIPAA, or other applicable federal and state laws or regulations. To the extent that any Generations staff or employees gains access to any Hospital information that is protected by any State or Federal privacy laws, including but not limited to HIPAA, Generations agrees to be subject to this same provision regarding maintaining the confidentiality of Hospital protected health information set forth in this Section 13.2 and shall not disclose such information except as required by applicable law.

13.2 Except as is necessary in the performance of this Agreement, or as authorized in writing by a Party or by law, neither Party (nor its directors, officers, employees, agents, and contractors) shall disclose to any person, institution, entity, company, or any other party, any information which is directly or indirectly related to the other Party that it (or its directors, officers, employees, agents, and contractors) receives in any form as a result of performing obligations under this Agreement, or of which it is otherwise aware.

13.2.1 The Parties (and their directors, officers, employees, agents, and contractors) also agree not to disclose, except to each other, any proprietary information, professional secrets or other information obtained in any form during the course of carrying out the responsibilities under this Agreement, unless the disclosing Party receives prior written authorization to do so from the other Party or as authorized by law.

13.2.2 Each Party agrees that the Confidential Information shall be disclosed to federal and state governmental bodies for the purpose of implementing this Agreement and obtaining applicable approvals relating thereto.

13.3 Each Party shall retain title and all rights to the confidential and proprietary information that has been disclosed to the other Party. Upon request of a Party, each Party agrees to return promptly to the other Party all confidential and proprietary information and to not retain any copies, extracts, or other reproductions, in whole or in part, of such returned confidential or proprietary information or any memoranda, notes, records, and/or other documents related to such information.

13.4 The Parties shall ensure that their respective directors, officers, employees, agents, and contractors are aware of and shall comply with the aforementioned obligations set forth in this Section 13.

13.5 The Parties agree that their obligations and representations regarding confidential and proprietary information (including the continued confidentiality of information transmitted orally) shall be in effect during the term of this Agreement and shall survive the expiration or termination of this Agreement.

SECTION 14. NOTICES.

Any and all notices, designations, consents, offers, acceptances or other communication required to be given under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

If to Generations:

Mr. Arvind Shaw
Chief Executive Officer
Generations Family Health Center
40 Mansfield Avenue
Willimantic, CT 06226

If to Hospital:

Dr. Stephen Larcen
Interim President & CEO
Windham Community Memorial Hospital, Inc.
112 Mansfield Avenue
Willimantic, CT 06226

The foregoing addresses may be changed and/or additional persons may be added thereto by notifying the other Party hereto in writing and in the manner hereinafter set forth. All notices shall be effective upon receipt.

SECTION 15. INDEPENDENT CONTRACTORS.

The Parties shall remain separate and independent entities. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between or among the Parties other than that of independent contractors. Except as otherwise provided, neither of the Parties shall be construed to be the agent, partner, co-venturer, employee or representative of the other Party.

SECTION 16. DISPUTE RESOLUTION.

Any dispute arising under this Agreement shall first be resolved by informal discussions between the Parties, subject to good cause exceptions, including, but not limited to, disputes determined by either Party to require immediate relief (*i.e.*, circumstances under which an extended resolution procedure may endanger the health and safety of Generations' patients). Any dispute that has failed to be resolved by informal discussions between the Parties within a reasonable period of time of the commencement of such discussions (not to exceed thirty (30) days) may be resolved through any and all means available.

SECTION 17. GOVERNING LAW.

This Agreement is made pursuant to and shall be governed by the laws of the State of Connecticut, as well as all applicable Federal laws, regulations, and policies, including, but not limited to, all laws, rules, policies, and other terms applicable to Generations' Section 330 grant.

SECTION 18. SEVERABILITY.

The provisions of this Agreement are not severable. In the event that any one or more provisions of this Agreement are deemed null, void, illegal, or unenforceable, the Parties shall renegotiate or terminate the remaining provisions of this Agreement unless the Parties mutually agree in writing that the invalidity, illegality, or unenforceability of said

provision does not materially change the obligations of the Parties under this Agreement, in which case this Agreement shall be construed in all respects as if such invalid or unenforceable provisions have been omitted.

SECTION 19. THIRD PARTY BENEFICIARIES.

The Agreement is not intended to benefit, and shall not be construed to benefit, any person or entities other than the Parties hereto, or to create any third-party beneficiary right for any other person or entities.

SECTION 20. ASSIGNMENT.

Neither Party may assign, delegate, or transfer this Agreement, or its rights and obligations hereunder, without the other Party's express, prior written consent. Any assignment attempted without such consent shall be void. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their duly authorized transferees, successors and assigns.

SECTION 21. ENTIRE AGREEMENT; AMENDMENTS.

This Agreement represents the Parties' complete understanding regarding the subject matter herein. Any amendment to this Agreement shall be in writing and signed by both Parties. Except for any specific provision being amended, this Agreement shall remain in full force and effect after such amendment. This Agreement supersedes any other agreements or understandings between the Parties, whether oral or written, relating to the subject matter of this Agreement. No such other agreements or understandings may be enforced by any Party nor may they be employed for interpretation purposes in any dispute involving this Agreement.

SECTION 22. AUTHORITY.

Each signatory to this Agreement represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity on whose behalf he or she is signing.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date set forth above by their duly-authorized representatives.

Generations Family Health Center, Inc.

**Windham Community Memorial
Hospital, Inc.**

By: _____

By: _____

Date: _____

Date: _____

SCHEDULE 1

OB/GYN PROVIDERS, SCHEDULE AND PRODUCTIVITY EXPECTATIONS

OB/GYN Providers and Schedule

Schedule

Physician	.60 FTE (6- 4 hr sessions)
APRN	.90 FTE (9- 4 hr sessions)
Midwife	.80 FTE (8- 4hr sessions)

Productivity Expectations

3,900 visits per year per 1 FTE Physician

2,800 visits per year per 1 FTE Midlevel APRN or Nurse Midwife

The OB/GYN Providers set forth above shall make best efforts to achieve a productivity rate of 3,900 visits per FTE per year. The parties agree that 90% of 3,900 visits shall be considered best efforts for Physicians and 90% of 2,800 visits per year per 1 FTE Midlevel APRN or Nurse Midwife.

The OB/GYN Providers set forth above shall make “best efforts” to achieve the productivity expectations listed above. The Parties agree that 90% of these targeted number of visits per year shall be considered best efforts.

SCHEDULE 2

COMPENSATION FORMULA

Generations shall provide compensation to Hospital for the services of the OB/GYN Providers in accordance with the following agreed upon rate, which reflects fair market value.

- OB/GYN physicians: \$579.62 per four hour session
- OB/GYN APRN: \$302.98 per four hour session
- OB/GYN nurse midwives: \$241.12 per four hour session

Windham Hospital will provide Generations with a monthly invoice by the 10th of each month, which will document the OB/GYN Providers' sessions and/or services performed during the previous month, inclusive of paid time off, pursuant to this Agreement. These budgeted session rates will be adjusted at the end of each Term as mutually agreed upon by the Parties. Generations shall provide full payment to Hospital within thirty (30) days after receipt of invoice, provided that all sessions and services documented on such invoice are verifiable and allowable under Federal cost principles set forth in Office of Management and Budget Circular A-122.

EXHIBIT D

SPACE ACCESS AGREEMENT

THIS SPACE ACCESS AGREEMENT (this "Agreement") is entered into as of _____, 2012, by and between WINDHAM COMMUNITY MEMORIAL HOSPITAL, INC., a Connecticut nonstock corporation and licensed acute care general hospital ("Hospital"), and GENERATIONS FAMILY HEALTH CENTER, INC., a Connecticut nonstock corporation (the "Generations"),

W I T N E S S E T H:

WHEREAS, the Hospital, as a Connecticut licensed general hospital, has certain dedicated resources and facilities for the operation of a women's health clinic;

WHEREAS, Generations desires to have access to such facilities and resources for the purpose of providing women's health services to its patients; and

WHEREAS, Hospital and Generations desire to provide a full statement of their respective rights, duties and obligations in connection with the use of the Hospital's dedicated resources and facilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, Hospital and Generations do hereby agree as follows:

ARTICLE 1

LICENSE OF THE PREMISES

1.1 Grant of License. During the term of this Agreement, Hospital hereby grants to Generations, and Generations hereby accepts from Hospital, commencing on _____, 2012 or such other date as may be agreed upon by the parties (the "Commencement Date") a license and right for Generations and its Designated Staff to use the premises as described in Schedule 1 hereto (the "Premises"). "Designated Staff" shall mean all Generations employees or agents who have a need to be on Premises in order to provide, or to support the provision of, the services described in Section 1.2 below. All Designated Staff shall wear Generations' I.D. badges to use the areas and resources set at the Premises as determined by the Hospital. Nothing in this Agreement shall be construed to mean that this Agreement is a lease of the Premises.

1.2 Permitted Use of Premises. Generations and its Designated Staff may use the Premises only for the provision of women's health services and other primary care and preventative services within Generations' scope of project to patients of Generations. All other uses of the Premises by Generations are strictly prohibited without the written

consent of Hospital. In addition, Generations and its Designated Staff shall have access only to those areas of the Hospital required for the performance of the services covered by this Agreement, and shall have access to all common public areas, and cafeteria.

1.3 Parking. Designated Staff shall park only in the areas designated by the Hospital. To the extent that Designated Staff need access cards to avail themselves of such parking, the Hospital shall provide such to Generations. All other visitors and invitees to the Premises, including patients, shall park only in lots at the Hospital designated for visitor and/or patient parking.

1.4 Signage. Generations shall submit a signage proposal to Hospital for identifying the location of the women's health clinic to be operated at Premises which shall be subject to approval by Hospital in its sole discretion.

ARTICLE 2 SERVICES OF HOSPITAL

2.1 Specific Services and Supplies. Hospital shall provide the following services and supplies in connection with Generations' access to the Premises: all utilities, (i.e., electricity, water, heat, air conditioning and ventilation), housekeeping, laundry, waste removal, biohazardous waste removal, and security.

2.2 Work Environment. Hospital shall comply with all obligations imposed by federal, state and local laws and regulations relating to providing a safe and accessible work environment, including, without limitation, the Americans with Disabilities Act and rules and regulations of the Occupational Safety and Health Administration thereunder, but only to the extent that such compliance is not occasioned by the non-compliant activities of Generations. In the event that Generations has specific regulatory requirements that it must satisfy with respect to its license, the Hospital will work with Generations in assisting Generations to satisfy its physical plant requirements under State of Connecticut licensure laws; provided, however, the Hospital shall not be responsible for making any structural changes to the premises.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations of Generations.

(a) No Violation. Generations has the power and authority to execute, deliver and perform this Agreement. Prior to providing services at the Premises, Generations shall take all actions required by law, its charter documents or otherwise to authorize the performance of this Agreement. The execution and delivery of this Agreement does not, and will not, violate any provisions of the charter documents, or result in the acceleration of, any obligation under any mortgage, lien, lease, agreement, instrument, order, arbitration award, judgment

or decree, to which Generations is a party, or by which it is bound. This Agreement has been duly executed and delivered by Generations and constitutes the legal, valid and binding obligation of Generations, enforceable in accordance with its terms.

(b) Permits and Approvals. Prior to providing services at the Premises, Generations shall obtain all permits, approvals, licenses and other governmental authorizations and approvals, or waivers thereof, which are required for the provision of medical services at the Premises, all of such permits and approvals are in full force and effect, and there are no proceedings pending or, to the best knowledge of Generations, threatened, which may result in the revocation, cancellation or suspension, or any restriction or adverse modification, of any thereof.

(c) Standards of Conduct. While occupying the Premises, Generations shall comply with all applicable federal, state and local laws and all Hospital rules, regulations, policies and procedures that relate to the provision of clinical care by Generations.

ARTICLE 4 COMPENSATION OF HOSPITAL

4.1 Fees. In consideration for the use of the Premises Generations shall pay Hospital monthly in advance a use fee equal to the amounts set forth in Schedule 1 attached hereto. If and to the extent that this Agreement causes any real or personal property tax to be assessed by the Town of Windham against the Premises or the personal property therein being used by Generations, Generations shall pay the same.

4.2 Fair Market Compensation. The fees paid and payable hereunder by Generations to Hospital have been determined by the parties through good-faith and arm's length bargaining and are consistent with what the parties reasonably believe to be within fair market value for the use of the Premises. No amount paid hereunder is intended to be, nor shall be construed as, an inducement or payment for referral of or recommending referral of, patients by either party to the other or its affiliates. In addition, the fees charged hereunder do not include any discount, rebate, kickback or other reduction in charge, and the fees charged hereunder are not intended to be, nor shall they be construed as, an inducement or payment for referral, or recommendation of referral, of patients by the either party or its affiliates to the other or its affiliates.

ARTICLE 5
RELATIONSHIP OF THE PARTIES

5.1 Relationship. Generations and the Hospital are independent entities. Nothing in this Agreement shall be construed or be deemed to create a relationship of partners, joint venturers, employer and employee, principal and agent or any relationship other than that of independent entities contracting with each other solely for the purpose of carrying out the terms of this Agreement.

5.2 Generations Employees. All Generations employees providing services at the Premises shall be Generations employees for all purposes hereunder. Generations, as employer, shall remain solely responsible for paying such employees salaries and benefits as a Generations employee and shall also be responsible for withholding and paying all federal, state and local income and occupational taxes, FICA taxes, unemployment compensation and workers' compensation contributions in such employee's capacity as a Generations employee.

ARTICLE 6
BOOKS AND RECORDS

6.1 Confidentiality. (a) Each party and their respective employees and agents shall comply with the requirements of applicable law with respect to maintaining the confidential nature of the medical services provided by the respective parties at the Premises and Hospital. Unless the other party has given its prior written consent or unless otherwise required by law, neither party shall disclose any information relating to the other party's operations to persons other than governmental or private accreditation or licensing bodies or third party payors which such other party has directed or authorized such party to deal with.

(b) Each of the parties shall require its employees and other representatives to keep all protected health information directly or incidentally disclosed to them confidential, as well as any financial, statistical, personnel and patient information relating to the provision of services by the other at the Premises or the Hospital as the case may be.

6.2 Government Access to Records. If Section 952 of the Medicare and Medicaid Amendments of 1980, 42 U.S.C. §1395x(v)(1)(I), is applicable to this Agreement, Hospital shall make available upon written request by the Secretary, U.S. Department of Health and Human Services (the "Secretary") or upon request by the Comptroller General, or any of their duly authorized representatives, this Agreement and all books, documents and records of Hospital that are necessary to certify the nature and extent of the costs incurred by the Generations with respect to the services furnished under this Agreement. If Hospital provides such services through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month

period with a related organization, the subcontract shall also contain a clause requiring the subcontractor to make available to the Secretary and the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents and records of the related organization. All books and records described in this Section shall be maintained and made available for a period of four (4) years after the last date that the services were rendered. Hospital and each of its subcontractors agrees to be bound by the criteria and procedures adopted from time to time by the Secretary with respect to providing access to such books, documents and records. This Section shall survive the termination of this Agreement.

ARTICLE 7 INSURANCE AND INDEMNIFICATION

7.1 Insurance.

(a) Generations shall obtain and maintain at its sole cost and expense professional liability insurance and/or coverage through the Federal Tort Claims Act with respect to the medical services rendered by Generations. This insurance or coverage shall provide coverage for the Generations and its employees while providing services at the Premises. Upon request, Generations shall provide a copy of any such Federal Tort Claims Act coverage, policy or a certificate of insurance to Hospital as evidence of such insurance coverage.

(b) Generations shall also obtain and maintain at its sole cost and expense broad form comprehensive general liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate per year; an umbrella policy, excluding professional liability, in a minimum amount of Three Million Dollars (\$3,000,000) and such other insurance as is ordinary and customary in the industry under the circumstances. Such insurance shall provide coverage for Generations employees while providing services at the Premises. Upon request, Generations shall provide a copy of any such policy or a certificate of insurance to the Hospital as evidence of such insurance coverage on an annual basis.

Section 7.2 Indemnification.

(a) Generations shall indemnify, hold harmless and defend Hospital and its officers, directors, and employees, from and against any and all liabilities, losses, damages, claims, causes of action, and expenses (including reasonable attorneys' fees), resulting from (i) the acts or omissions relating to the use and occupancy of the Premises by Generations or any of its employees, and agents, (ii) breach of any representation or warranty of Generations or default in the performance of any obligation of the Generations under this Agreement, or (iii) negligence or willful misconduct of the Generations or any of its employees, and agents. In case any action or proceeding is brought against the Hospital by reason of such claim, Generations, upon notice from the

Hospital, shall defend the same at the Generations' expense by counsel reasonably acceptable to the Hospital.

(b) The obligations set forth in this Section 7.2 shall continue in effect regardless of any expiration, termination or rescission of this Agreement.

ARTICLE 8 TERM AND TERMINATION

8.1 Term. The Commencement Date of this Agreement shall be no sooner than the date upon which the Master Agreement becomes effective. The term of this Agreement shall commence on the Commencement Date and shall continue until September 30, 2017, unless sooner terminated as set forth below. In the event that the Parties wish to renew the Agreement for an additional one year term, the Parties shall sign a written amendment to this Agreement with the new mutually agreed upon Fees.

8.2 Termination.

(a) This Agreement may be terminated by either party: (i) immediately upon delivery of written notice of termination in the event that any representation or warranty of the other party proves to have been false in any material respect when made; (ii) upon written notice of termination in the event that either party has breached any covenant or other agreement contained herein, and such breach has remained unremedied, after written notice thereof, for a period of thirty (30) days; or (iii) upon ninety (90) days' prior written notice should either party reasonably determine that this Agreement or any other material agreement between the parties (including, but limited to, the Master Agreement of even date herewith) has the potential to violate any provision of federal, state or local law or should create material risk of loss of any federal income tax exemption or any taxability of any tax-exempt bonds issued by or on behalf of the Hospital or should be terminated in accordance with its terms; or (iv) Generations ceases to operate a women's health clinic on the Premises.

(b) In addition, this Agreement may be terminated by the Hospital if Generations voluntarily files a petition in or for bankruptcy, reorganization or an arrangement with creditors, makes a general assignment for the benefit of its creditors, is adjudged bankrupt, is unable to pay its debts as they become due or has a trustee, receiver or other custodian appointed on its behalf, or should any other case or proceeding under any bankruptcy or insolvency law be commenced against it and not dismissed within sixty (60) days after the filing thereof, or should it commence a proceeding for its dissolution or liquidation.

(c) This Agreement may be terminated by either party upon ninety (90) days' prior written notice to the other party in the event that any agency or bureau of any federal, state or local government issues an order, decree or ruling or takes any other action which materially and adversely affects the ability of such party to perform its

obligations under this Agreement or otherwise prohibits or restricts the performance of its obligations hereunder, including commencement of a legal proceeding or threat to commence such a proceeding on the basis of such party's participation herein, or if any change in federal, state or local law or regulation or the interpretation thereof by any governmental agency or judicial body after the date hereof would subject either party to civil or criminal prosecution or other adverse proceeding on the basis of such party's participation herein in the reasonable opinion of counsel to either party who is experienced in health law matters, provided that the parties have negotiated in good faith to modify this Agreement to resolve any adverse effects created by such action and have failed to reach agreement as to an acceptable modification of terms within such sixty (60) day period.

(d) In the event either the Clinical Staff Lease Agreement or the Community Support Grant Agreement terminates, or in the event that Generations fails to offer the Hospital the right of first refusal under Section 7.2 of the Master Agreement, either party shall have the right to terminate this Agreement upon thirty (30) days' written notice.

8.3 Effect of Termination. Following expiration or termination of this Agreement, neither party shall have any further obligation hereunder except that (i) obligations arising prior to the date of expiration or termination of this Agreement shall survive until fully discharged, and (ii) obligations, promises and covenants contained herein which expressly extend beyond the term hereof shall survive until they expire in accordance with their terms.

8.4 Remedies. All rights and remedies granted or otherwise available at law or in equity shall be deemed concurrent and cumulative, and not alternative remedies, and any party may proceed with any number of remedies at the same time. The exercise of any one right or remedy shall not be deemed a waiver or release of any other right or remedy. If this Agreement is terminated by either party pursuant to this Article, the other party shall nevertheless remain liable for all damages hereunder.

ARTICLE 9 MISCELLANEOUS

9.1 Notices. Generations shall promptly notify the Hospital in writing of all relevant facts related to the existence and basis of any suit, investigation, disciplinary action or other proceeding against Generations while providing services at the Premises. Except as otherwise expressly set forth herein, all notices required or permitted to be given hereunder shall be in writing and shall be deemed effective when personally delivered, sent via overnight delivery or, if mailed, three (3) days after the date deposited in the United States mail, postage prepaid, registered or certified, and return receipt requested. Unless changed by written notice given by one party to the other as provided herein, such notices shall be given to Hospital at the following address:

Attention: Stephen Larcen, President, CEO
Windham Community Memorial Hospital
112 Mansfield Avenue
Willimantic, CT 06226

with a copy to: Joan Feldman, Esq.
Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103-1919

and such notices shall be given to Generations at the following address:

Attention: Arvind Shaw, Executive Director
Generations Family Health Center
1315 Main Street
Willimantic, CT 06226-1948

with a copy to: Marcie H. Zakheim, Esq.
Feldesman Tucker Leifer Fidell LLP
1129 20th Street, NW
4th Floor
Washington, DC 20036

Any party may change its address for notice purposes by written notice to the other parties and such change shall be effective upon receipt.

9.2 Assignment. Nothing contained in this Agreement shall be construed to permit the assignment by Generations or the Hospital of any rights or obligations hereunder, and Generations may not grant any sublicense of the Premises or any portion thereof nor use or permit the Premises or any portion thereof to be used by others except in either case with the prior written consent of the Hospital, which consent may be withheld by the Hospital in its sole and absolute discretion. Any assignment or attempted assignment in violation of this provision shall be null and void.

9.3 Amendments. No amendment of this Agreement shall be binding on any party unless it is in writing and is executed by the duly authorized representatives of all of the parties.

9.4 Waiver. No failure by any party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or

remedy hereunder shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

9.5 Entire Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all other agreements and understandings between the parties either oral or written and constitutes the entire agreement among the parties with respect to the subject matter hereof.

9.6 Headings. The section headings and all other headings contained in this Agreement are for reference purposes only and shall not in any way whatsoever affect the meaning or interpretation of this Agreement.

9.7 Severability. If any provision of this Agreement or any portion hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity and enforceability of the remainder of this Agreement. In such event, all parties agree that the court making such determination shall have the power to alter or amend such provision so that it shall be enforceable consistent with the intention of the parties.

9.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and upon their respective successors and permitted assigns.

9.10 Counterparts. This Agreement may be executed in counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which taken together shall constitute one and the same Agreement, and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart.

9.11 Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Connecticut, other than its conflict of laws rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date set forth above by their duly-authorized representatives.

**WINDHAM COMMUNITY MEMORIAL
HOSPITAL, INC.**

By: _____
Name:
Title:

Date: _____

**GENERATIONS FAMILY HEALTH
CENTER, INC.**

By: _____
Name:
Title:

Date: _____

SCHEDULE 1

FLOOR PLAN OF PREMISES AND RENT

The Premises consist of 2140 square feet as shown on the attached floor plan. The annual per square foot use charge is \$32.00. Therefore, total annual use fees are \$68,480.00, payable monthly in advance on the first day of each calendar month in the amount of \$5,706.67.

Attachment B

**Hospital's
Redacted Board of
Director
Meeting Minutes**

**WINDHAM HOSPITAL
BOARD OF DIRECTORS**

CALL TO ORDER

A meeting of the Windham Hospital Board of Directors was called to order by Chair Lin Klein, PhD on Monday, January 23, 2012 at 6:00 p.m. and was convened in the Bernard and Desrosier Room.

PRESENT:

Lin Klein, PhD, Chair and Members Rheo Brouillard; Pat Crosbie; Karla Fox; Ethan Foxman, MD; Dennis Hannon; Bruce Johnson; Stephen Larcen, PhD; Kenneth Porter; and Charles Shooks, MD. Guest: Craig Elliott, MD. Staff: Michael Dion, Marty Levine, Jim Papadakos, and Cary Trantalis. Recorder: Marie Santa.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Dr. Larcen reviewed his Summary of Women's Health Initiative (attached). He stated this initiative is lead by Ms. Trantalis with Mr. Papadakos assisting. There has been substantial progress with plans to form a joint venture with Generations and Mansfield OB/GYN to expand Windham's Women's Health Services. The financial feasibility has been completed and draft contracts are currently under review by counsel. Dr. Larcen noted that Board approval is required to move forward with the project and that once approval is given, management will determine if a Certificate of Need is required, complete negotiations regarding the contracts with both parties, and establish a plan to phase-in the expanded program. A motion was made to approve moving forward with the project and submission of a Certificate of Need, if required.

MSC: TO APPROVE MOVING FORWARD WITH THE PROJECT AND SUBMISSION OF A CERTIFICATE OF NEED, IF REQUIRED.

ADJOURNMENT; NEXT MEETING DATE

The meeting adjourned at 7:20 p.m. The next meeting of the Board of Directors is scheduled for Monday, March 19, 2012 beginning at 5:30 p.m. (dinner).

May Meeting Date

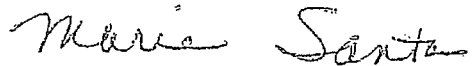
Dr. Klein noted the May 21st Board of Directors' meeting date requires change as she and Rheo Brouillard are unavailable to attend the meeting. The May meeting will be changed to May 14th.

Reviewed and approved by:



Lin Klein, PhD

Recorded by:



Marie Santa

Attachment C

Generations'
Board of Director
Resolutions Excerpt

BOARD MEETING MINUTES

July 26, 2012

With regard to the planning and implementation of the Women's Health Services, Doug Cutler moved that Generations Family Health Center proceed to establish a Women's Health Program in a collaborative agreement between Windham Hospital and Generations:

Board of Generations Family Health Center RESOLVES to:

- Authorize Arvind Shaw, Chief Executive Officer, to negotiate on behalf of Generations Family Health Center;
- Execute legal documents with Windham Hospital pertaining to adding Women's Health Services, including the provision of obstetrics and gynecological outpatient services;
- Submit a Certificate Of Need application to OCHA as co-applicant with Windham Hospital;
- Submit Change Of Scope application to HRSA to add Women's Health Services at 112 Mansfield Avenue, Willimantic, CT.

Doug Cutler moved to approve these resolutions and was seconded by John Schwenk. Motion was carried.

Reviewed and approved by:

Arvind Shaw 8/1/2012
Arvind Shaw Date

Attachment D

Patient Notification (Draft)



[Date]

To All Our Patients:

We are writing to inform you of an upcoming change at Windham Hospital's Prenatal Clinic (the "Clinic"). As of [_____], Windham Hospital is transferring the operational responsibility for the Clinic to Generations Family Health Center ("Generations").

Please be assured that very little will change from your perspective other than the fact that Generations will be your official provider of record and any future statements you may receive will come from Generations instead of Windham Hospital. However, and more importantly for you, Generations will continue to provide you with the same services, in the same exact location at 112 Mansfield Avenue, Willimantic, CT 06226, and with the same medical providers. The transfer does not even affect any of your upcoming appointments. Moreover, new appointments can be made through the Generation telephone number at (860-_____). Although Windham Hospital will no longer be providing outpatient prenatal services, it will continue to provide diagnostic and labor and delivery services to all patients, including the Clinic's patients.

As part of this transfer, Windham Hospital will be transferring your medical records to Generations at absolutely no cost to you. Should you have any questions or if this arrangement is not desirable to you and you would like your medical records sent to another provider of your choosing, please contact us at [_____] by [_____] at which time we will provide you with the names of alternate providers for women's health services.

Generations is excited about this opportunity and is looking forward to continuing to be able to serve your needs into the future.

Sincerely,

[Signature]

[Name]

Attachment E

Volume Breakdown

Windham Hospital
 FY11 Visits/Admissions by Town
 Prenatal/Generations CON - 3a

CITY	Visits	Admissions
BROOKLYN	15	14
CHAPLIN	4	4
COLUMBIA	1	1
COVENTRY	4	4
DAYVILLE	5	5
MANSFIELD CENTER	2	2
NORTH WINDHAM	8	8
NORWICH	47	47
PLAINFIELD	13	13
PUTNAM	8	8
SOUTH WINDHAM	2	2
WATERBURY	6	6
WILLIMANTIC	418	416
WINDHAM	9	9
Grand Total	542	539

Attachment F

Curriculum Vitae

For:

Stephen Larcen

Carolyn Trantalis

Arvind Shaw

Melissa Bonsall

James E. Watson

Stephen W. Larcen, Ph.D.

47 Oswegatchie Hills Road

Niantic, CT 06357

860-739-2618 (h)

860-456-1311 (w)

slarcen@snet.net

EDUCATION & TRAINING

- 1970 B.A. Psychology, TEMPLE UNIVERSITY, Philadelphia, PA.
- 1973 M.A. Clinical Psychology, UNIVERSITY OF CONNECTICUT, Storrs, CT.
- 1974 Internship in Clinical & Community Psychology,
WASHINGTON UNIVERSITY, St. Louis, Missouri
- 1980 Ph.D. Clinical Psychology, UNIVERSITY OF CONNECTICUT, Storrs, CT.
- 1981 Advanced Training Program in Community Mental Health Administration
STAFF COLLEGE, NATIONAL INSTITUTE OF MENTAL HEALTH,
Washington, D.C.

HONORS & AWARDS

- 1974 Goodwin Research Award, National Psychological
Consultants to Management & Division of Consulting Psychology,
AMERICAN PSYCHOLOGICAL ASSOCIATION
- 2010 Grassroots Leadership Award, NATIONAL ASSOCIATION OF PSYCHIATRIC HEALTH
SYSTEMS

EXPERIENCE

- 2008 - **Member, Management Committee**
- 2004 - 2008 **Chair, Management Committee**
- 1998 - 2004 **President**
BEHAVIORAL HEALTH CONNECTICUT, LLC, Newington, CT.

Established a provider-sponsored managed behavioral health organization which managed care on a risk basis for over 180,000 members. Oversee clinical and business operations to ensure member access to a statewide network of providers and compliance with NCQA standards for delegated credentialing, utilization management and quality management of the behavioral health services managed by BHC.

- 1997- **Vice President, Behavioral Health**
HARTFORD HEALTHCARE, Hartford, CT.

Responsible for the development of the behavioral health network of HHC affiliates, including Hartford Hospital/Institute of Living, Natchaug Hospital, MidState Medical Center, Hospital of Central Connecticut, and Rushford Center. Responsibilities include business development and acquisitions for the enterprise, public policy advocacy, and oversight of integrated informatics for the system.

1990-

President & CEO

NATCHAUG HOSPITAL, Mansfield Center, CT.

Overall responsibility for regional behavioral health organization which provides inpatient, partial hospital, special education and outpatient services for children, adolescents and adults at 12 sites throughout Eastern Connecticut. Developed behavioral health management services for both HHC affiliates and general hospital client.

1985 -90

CUMBERLAND HEALTH SYSTEMS, Nashville, TN

Chief Executive Officer, Cumberland Hall of Nashville, Nashville, TN.

Overall responsibility for 154 Bed Psychiatric Facility including adult, adolescent and pediatric inpatient and partial hospital programs.

Vice President of Operations, Corporate Office, Nashville, TN

Development of business and clinical policies and monitoring systems, including operating budget, key performance indicators and other operating policies for 12 owned and managed psychiatric and general acute care medical facilities. Directed company operations team, reported to Board of Directors and assisted with re-financing senior debt system of \$34 million.

Chief Executive Officer

Northwest Medical Center and Cumberland Hall of Knoxville, Knoxville, TN.

Responsible for overall management of small medical-surgical acute care hospital. Develop and determine financial feasibility of a comprehensive child and adolescent psychiatric facility, acquire certificate of need and negotiate joint venture agreements with community mental health centers and other key stakeholders.

1977-85

Executive Director

UNITED SERVICES, Dayville, CT.

Overall responsibility for the clinical and business operations of a comprehensive community mental health center. Developed regional outpatient mental health and substance abuse services, crisis evaluation and intervention services, and specialized services for the chronically mentally ill, children, elderly and victims of abuse. Negotiated contracts with two general acute care hospitals and one psychiatric hospital as part of the network.

1976-77

Program Developer

EASTERN REGIONAL MENTAL HEALTH BOARD, Norwich, CT.

Developed the needs assessment and program plan, governance structure and operating budget for a comprehensive community mental health center in Dayville, CT.

1975-76

Research Associate

CHILD & FAMILY SERVICES (Now Village for Families & Children), Hartford CT.

Developed first integrated clinical and business management information system, evaluated agency programs, and provided consultation to child guidance clinic operations.

1974-75

Coordinator, Research & Development

EASTERN CONNECTICUT PARENT-CHILD RESOURCE SYSTEM, Putnam, CT.

Consultant, State of Connecticut, Council of Human Services. Peter Cashman, Lt. Governor, Chair. Developed clinical tracking and program evaluation procedures, provided consultation on development of a new child guidance clinic, and an information and referral service.

1969-71

Program Director, Counselor

METHODIST HOME FOR CHILDREN, Philadelphia, PA.

CONSULTING EXPERIENCE

1980 - Organizational Consultant

Provide organizational consultation regarding merger and affiliations, organizational development, professional staff productivity, performance contracting, clinical and business operations, and improved financial management for a wide range of health care facilities and organizations. A partial client list includes:

Carolina Permanente Medical Group, Raleigh, NC.

Heritage Hospital, Sommerville, MA.

Psychiatric Centers of Michigan, Detroit, MI

Partners National Health Plans, Inc., Irving TX.

Division of Mental Health, State of Nebraska, Lincoln, NE.

Ohio Council of Mental Health Centers, Columbus, OH.

Rocky Mountain Council of Mental Health Centers, Denver, CO.

Community Mental Health Services of Southeastern Connecticut, New London, CT.

1972-80

Program Consultant

Provided consultation to teachers and guidance personnel, developed, provided and evaluated various parent effectiveness training programs, developed primary and secondary prevention programs in the schools, developed screening, clinical triage and crisis intervention programs for disaster relief staff and volunteers. Partial client list includes:

Tolland Elementary School System, Tolland, CT.

Judevine Center for Autistic Children, St.Louis, MO.

Rutgers University, Primary Prevention Project, New Brunswick, NJ.

University of Rochester, Primary Project, Rochester, NY.

American Red Cross, St. Louis, MO.
Lt. Governor's Task Force on Mental Health
Delivery Systems in Times of Natural Disaster, St. Louis, MO.

APPOINTMENTS, BOARDS AND COMMUNITY INVOLVEMENT

- 1990- **Connecticut Hospital Association**, Member Psychiatric Hospital Conference, Chair Psychiatric Hospital Conference 1992-2002, Member Government Committee 1994 – Present.
- 2000- 01 **Governor's Task Force on Mental Health Delivery System for Children**, Appointed Member.
- 2000-08 **Connecticut Mental Health Strategy Board**, Appointed by the Speaker of the House, Member, Chair Finance Committee
- 2003 – **East Lyme Democratic Town Committee**, Elected Member.
- 2005-07 **Lt. Governor's Mental Health Cabinet**, Appointed Member, Chair Finance Workgroup
- 2006 – **Connecticut Behavioral Health Partnership Oversight Council**, Governor's Appointee, Chair Operations Committee
- 2006 – **East Lyme Community Emergency Response Team**, Certified Member
- 2007 – **East Lyme Board of Finance**, Elected Member, Chair 2007-2009.
- 2007-11 **Ambulance Service of Manchester, LLC**, Member Management Committee, Secretary
- 2007-10 **National Association of Psychiatric Health Systems**, Member, Board of Trustees
- 2008 – **Lawrence & Memorial Hospital**, Corporator

LIST OF PUBLICATIONS AVAILABLE UPON REQUEST

CAROLYN M. TRANTALIS, RN, MSN

34 HILLSIDE LANE
COLCHESTER, CT 06415

HOME: (860) 267-2497
CELL: (860) 617-3621
BUSINESS: (860)-456-6722
Ctrantalis@wcmh.org

PROFILE

Enterprise thinking, strategically oriented and innovative leader who is results-focused with a strong record of change leadership and managerial courage.

ACADEMIC PREPARATION

University of Hartford

Hartford, Connecticut

Masters of Science Degree in Nursing Management: May 2005. Focus of study related to public policy with a graduate practicum at the Connecticut Department of Public Health's Licensing Bureau.

Western Connecticut State University

Danbury, Connecticut

Bachelors of Science Degree in Nursing: May 1986

Licensure

State of Connecticut E49594, July 1986

PROFESSIONAL EXPERIENCE

Windham Hospital

Willimantic, Connecticut

A partner in Hartford Healthcare Corporation, Windham Hospital is a 130 bed not-for-profit acute care community hospital that provides comprehensive medical services to a 19 town service area.

April 2011-Present

Vice President of Operations

Accountable for strategic development, maintaining a culture of excellence, and overall operations including Process Improvement, Medical Staff Support, Physician Recruitment & Relations, Imaging, Cardiopulmonary, Oncology, Pharmacy, Lab, Physical Medicine, Prenatal Clinic, School-Based Health Clinics, Food & Nutrition, Plant Operations, Safety & Security, and Environmental Services. As an Executive Team member, responsible for the strategic and long-range planning of the organization, allocation of human, material, and financial resources, service excellence, fiscal performance, and quality of clinical practice.

- Recruited primary care, cardiology, OB/GYN, and Rheumatology physicians to meet strategic market needs
- Implemented internal Hospitalist program
- Opened centers for Physical Therapy, Mammography, and Surgical Clinic
- Executed & sustained a culture of staff engagement and performance improvement
- Implemented a unified approach to cancer services obtaining NAPBC accreditation with 100% of breast cancer patients being offered navigation and 100% of new breast cancer cases being prospectively reviewed in multidisciplinary cases conferences.

June 2007-April 2011

Vice President of Patient Care Services

Responsible for strategic development, and overall operations of the Patient Care Division including Nursing, Imaging, Cardiopulmonary, Oncology, Pharmacy, Lab, Physical Medicine, School-Based Health Clinics, and Paramedic Services. As an Executive Team member, responsible for the allocation of human, material, and financial resources, service excellence, fiscal performance, and quality of clinical practice. As Chief Nurse Executive, responsible for setting evidenced-based standards of nursing practice and patient care.

- Recruited and stabilized high performing Nurse Leader Team

- Maintained low RN vacancy rates: 1.5 – 0.75%
- Successful bargaining unit negotiations for Nursing and Support Services
- Outstanding results for 2 consecutive Joint Commission surveys
- Maintained top decile performance in composite CORE Measures
- ED Door to Provider in 30 minutes at greater than 85%
- ED ranked at 99th percentile for Connecticut by Press Ganey
- 2010 no hospital acquired pressure ulcers
- 2010 no hospital acquired central line infections
- Reduced & maintained monthly labor productivity FTE variance from 33 to 13

February 2006-June 2007

Director of Outpatient Services

Accountable for planning, organizing and directing all activities for the Emergency Department, Operating Room, Post Anesthesia Care Unit, Ambulatory Care Unit, Central Processing Department, and Pain Management Clinic

- Directed the completion of the 22 bed Jeffrey P. Ossen Emergency Department
- Revised staffing plans to maintain efficient staffing levels to ensure safe continuity of care while maintaining established budgetary guidelines
- Implemented Empower electronic medical record for the ED
- Instituted OR equipment reprocessing program with significant decrease in operational costs
- Developed strategies for labor efficiencies in OR and Pain Management
- Collaborated with Finance on ED, OR, and ACU coding and charging revisions

Hartford Hospital, Hartford, CT

An 800 bed major teaching hospital providing tertiary care to the city of Hartford and surrounding suburbs.

November 2001-February 2006

Emergency Department Nurse Manager

Responsible for the 24-hour operations of a 60-bed Emergency Department with greater than 80,000 patient visits per year and 200 staff.

- Maintained accreditation as a Level I Trauma, Stroke, and Chest Pain Center
- Developed and implemented Computerized Provider Order Entry and Electronic Medication Administration Record
- Implemented multi-disciplinary trauma rounds
- Obtained Magnet status: voting member of Shared Governance Operations Council, Co-chair of Shared Governance Human Resource Subgroup, and Co-chair of Nurse Manager Leadership Development Committee
- Emergency Department APC and Revenue Enhancement Taskforce: 31% improvement in department revenue generation.

July 1986 to November 2001

Staff Nurse - Clinical Leader

- Primary Nurse in an acute care medical/surgical and critical care setting
- Charge Nurse in Level I Trauma Center Emergency Department
- Team Leader for Emergency Department Redesign Project:

PROFESSIONAL ASSOCIATIONS:

Committee on Human Resources of the Connecticut Hospital Association Board of Trustees
 Sub-committee on Diversity and Cultural Competence- Connecticut Hospital Association
 Organization of Nurse Executives- Connecticut : Secretary January 2010 to present
 American Organization of Nurse Executives
 Sigma Theta Tau, Iota Upsilon-At-Large Chapter
 Connecticut Nurses Association
 American Nurse Association
 Site Preceptor Boston University Masters of Public Health
 Site Preceptor University of Hartford Masters of Science in Nursing Management
 Hartford Healthcare Oncology Steering Committee and Quality Steering Committee

ACHIEVEMENTS

Recipient of Nightingale Award for Excellence in Nursing 2007
 Recognized as Patriotic Employer by National Committee for Employer Support of the Guard and Reserve

REFERENCES ~ furnished upon request

ARVIND SHAW
111 Piffershire Road
Eastford, CT 06242
860-974-2636

Page 1

EXPERIENCE:

May 2001 - Present

Executive Director -- Generations Family Health Center, Inc.

1315 Main Street, Willimantic, CT 06226-1948

- Directing, planning, and oversight of all aspects of executive management of a Federally Qualified Community Health Center with four sites of service in Eastern Connecticut.

2000- 2001

Chief Operating Officer - Bridgeport Community Health Center

471 Barnum Road, Bridgeport, CT 06608

- Merged with Stamford Community Health Center - identified land to expand facilities
- Integrated operations, secured Federal and State funding
- WAN, DSL and MIS expansion

1988 - 2000

Chief Financial Officer - Bridgeport Community Health Center

471 Barnum Road, Bridgeport, CT 06608

- Expanded revenues tenfold, shared leadership for JCAHO accreditation, expanded dental and mental services and established full time satellites.
- Improved collections every one of the last nine years.
- Restructured and reduced costs per visit for the last five consecutive years.
- Retained market share in aggressive Managed Care environment.

Managed Federal, State and Local Funds for health and related services.

- Federal Experience: BCRR, PCER, UDS & MEDICARE FQHC cost reporting.
- Experience with reporting to HHS, CDC, Ryan White I, II & III(b), HUD, OMH, and MCH.
- Federal Community Health Center Consultant for Technical Assistance.

External and Internal Audits:

- Establishment of Financial Policies and Procedures.
- Development of reporting systems, coordination of regulatory compliance.
- In the last seven audits (A-133), the center received clean opinions.

Construction:

- Supervised completion of ten projects, the largest being \$2.5 million.
- Financing and Legal Liaison for the center; contract review and execution.
- Facility Management - purchased all medical, dental and vehicular equipment.

Computerization:

- Overhaul the center's computer systems twice - billing, reporting, word processing, G/L (Fund Accounting), analysis ' purchase of hardware and software.
- Installed a RISC based 64 station WAN with integrated appointment scheduling, point of sale service billing, patient tracking and care coordination and advanced report generation.
- Reduced no-show rates by 15% by integrating phone systems with computerized appointment reminding system.
- Fringe Benefit Administration - Section 125, 403 (b) plans. Implemented a CHC-wide Incentive Plan. Insurance coordination and analysis.
- Development of grant proposals, satellites and school based clinics.

ARVIND SHAW
111 Pilsershire Road
Eastford, CT 06242
860-974-2636

Page 2

- Banking and maintaining vendor relations.
- Website development and Technological Advisor

Memberships

- CPCA - Chief Financial Officers' Group
- New England Community Health Center Association - Regional Services Committee
- NECHA Finance Director's Group, MIS group.
- Active in development and strategic analysis and performance of Community Health Network (CHC Based Medicaid Managed Care Organization) marketing in Connecticut. Development of marketing materials and overhaul of corporate logo.

1986 - 1988

Entrepreneur - The Fair Price, Bridgeport, CT

- Developed a nationwide giftware and general merchandise distribution system
- Managed all phases from purchasing through sales and service.

1981 - 1986

General Manager - IAC International, Bridgeport, CT

- Supervised all accounting, personnel, training, purchasing, merchandising, customer service and capital expansion for international importers.
- Reduced bad debt by 30%.
- Managed UMAGA showroom

1973 - 1974

Audit Assistant - Deloitte & Co.

- External auditors for national accounts verifying payroll, stocks and records

EDUCATION:

1997	Harvard School of Public Health. - Strategic Financial Planning for CHC's
1983	M. B. A. - University of St. Thomas, St. Paul, MN
1978	Post graduate Diploma in Business and Industrial Management Datamatics Institute - New Delhi, India
1977	B. A. - English, Economics and Philosophy St. Stephens College, New Delhi, India

**COMPUTER
EXPERIENCE:**

- Operating Systems -DOS, UNIX, IRIS
- Programming languages - FORTRAN, COBOL
- Applications - Lotus, Symphony, WordPerfect, MS Word, Multiplan, Displaywrite, Fund EZ, Office 97, Medical Manager (report writing, information generation and data extraction).

LANGUAGES: Hindi, Spanish

**SELECTED
COURSE
PRESENTATIONS:**

May 1991	Computerization of Health Centers, Portsmouth, NH
May 1992	Compliance with auditing standards for A-133 audits, Sturbridge, MA
June 1995	Financial systems for Managed Care, Westbrook, CT

ARVIND SHAW
111 Piffershire Road
Eastford, CT 06242
860-974-2636

Page 3

Oct. 1996 Implementing Clinical Tracking, Portland, ME
June 1997 Advanced Managed Care Concepts, Westbrook, CT
June 1997 Managed Care Financing, Westbrook, CT
Nov. 1997 Provider Productivity, Burlington, VT
June 1998 Host Medicaid Managed Care Contracting

PUBLICATIONS: Mar. 1994 Health Center Information Systems for Success NACHC
Collaboration with the New England Community Health Center Association
A guide to computerization for Community Health Centers.

INTERESTS: Gardening, Art, Music

EXPERIENCE:

1/05 - Present

CHIEF OPERATING OFFICER (Formerly Director of Operations)**Generations Family Health Center, Inc.**

As a member of Senior Management at a community health center, participate in the implementation and monitoring of systems, strategic planning, and organizational growth as necessary for effective operations and regulatory compliance. Personal responsibilities include:

- Supervise Directors of Human Resources, Operations, and Healthcare Access and Promotions
- Lead efforts to design and build new site construction (Willimantic and Putnam)
- Facilitate and participate in Internal committees focused on performance improvement
- Facilitate planning and implementation of new grants, services and operational systems
- Act as agency's Compliance Officer, Privacy Officer, Safety Officer
- Oversee compliance with regulatory entities (BPHC, ARRA, JCAHO, State Dept. of Public Health, HIPAA, OSHA)
- Act as liaison with legal counsel for operational issues
- Represent organization in multiple local, state and national forums

2/01 - 1/05

DIRECTOR OF OPERATIONS & COMPLIANCE**Generations Family Health Center, Inc.**

As a member of Senior Management at a community health center, participate in the implementation and monitoring of systems, strategic planning, and organizational growth as necessary for effective operations and regulatory compliance. Personal responsibilities include:

- Supervise Site and Program Managers
- Oversee staff training and compliance with agency's operational policies
- Facilitate and participate in Internal committees focused on performance improvement
- Facilitate planning and implementation of new grants, services and operational systems
- Develop and implement marketing plans for agency, utilizing Internal and external strategies
- Participate in administrative processes for physical plant design/build
- Act as agency's Compliance Officer, Privacy Officer, Safety Officer
- Oversee compliance with regulatory entities (JCAHO, State Dept. of Public Health, HIPAA, OSHA)
- Act as liaison with legal counsel for operational issues
- Represent organization in multiple local, state and national forums

7/99 - 2/01

SITE MANAGER - Danielson**Generations Family Health Center, Inc.**

Directed the daily operations of site, including staff supervision, clinical practices, patient flow and relations, records, billing and collections. Provided facility management, including maintenance and repair services, cleaning, supplies, and emergency response systems. Daily supervision of grant-funded positions and activities. Participated in community-based coalitions, and collaborated with local agencies and hospital on joint ventures. Performed many organizational tasks such as compliance audits, manager training, staff training, systems analysis, and implementation of new clinical protocols.

10/98 - 7/99

ASSISTANT SITE MANAGER - Danielson**Generations Family Health Center, Inc.**

Provided site oversight in all capacities while Director of Administrative Services acted as Site Manager for the Danielson and Norwich offices. Used independent judgment and problem-solving skills to direct site operations in absence of supervisor. Coordinated all patient care functions, including reception, clinical assisting, and case management. Developed supervisory and administrative skills, by participating in all staff evaluations and program development activities.

2/95 - 10/98

MEDICAL CASE MANAGER - Danielson**Generations Family Health Center, Inc.**

Main functions included coordinating all patient care referrals, and facilitating access to community resources. Supported center operations by performing patient registration, case management duties, and for the first two years- also acted as the site's sole medical assistant in conjunction with case management duties. Conducted home visits and community outreach as necessary to facilitate patient care. Recognized within organization for capabilities, and given agency-wide tasks such as compliance audits and committee membership.

9/90 - 2/95

CLINICAL OPERATIONS ASSISTANT**Planned Parenthood, Inc.**

Participated in all areas of office function and patient care: reception, billing, clinical, counseling, and case management. Counseling and education provided in areas of health, family planning issues, pregnancy options, substance abuse, and HIV. Personally responsible for ensuring center's compliance with OSHA regulations. Stationed at Norwich, CT site from 9/90-1/93, and at the Danielson, CT site from 2/93-2/95.

2/93 - 2/95

**** Also held the position of HIV Counselor, receiving state certification and implementing the new HIV testing services at Planned Parenthood of Danielson.**

POSITIONS and CERTIFICATIONS HELD:

01-00 - Present	Board of Directors, Northeast Communities Against Substance Abuse (Officer)
98-01 & 11/10-Present	HealthQuest - Formerly known as Northeastern CT. Coordinating Health Council (Leadership Team)
06-07 - Present	Non-profit Alliance of Northeastern Ct (NANC), (Steering Committee)
01/07 - Present	New London County Health Collaborative (Executive Committee)
11/03 - 11/06	Board of Directors, Eastern CT Area Health Education Center (Officer)
11/01 - 08/03	Member - Ryan White HIV Consortia (Windham, Tolland & New London Counties)
10/00 - 10/02	Board of Directors, New England Rural Health Roundtable (State of CT. Representative)

EDUCATION:

2007 M.A. in Health Administration, A.T. Still University, Kirksville, MO
1989 B.A. in Sociology and Applied Social Relations, Eastern Connecticut State University, Willimantic, CT

James E. Watson, MD
87 Ballamahack Road
Windham, CT 06280
PO Box 368
860-377-0026
docwatson1968@charter.net

Curriculum Vitae

Current Professional Experience

1988 to 2010 Mansfield Obstetrics and Gynecological Associates, P.C.
Private Practice, Obstetrics and Gynecology
Mansfield Center, CT. (Retired 2010)

2008 to Present Gynecology Consultant Generations Family Health Center, Inc.

Past Professional Experience

1983 to 1988 Medical Director, Division of Health Services
University of CT, Storrs, CT

1975 to 1983 Obstetrics and Gynecology Associates, P.C.
Bingham, Watson, Crootof & Zwerner, Norwich, CT

Hospital Affiliation

1985 to 2010 Active Staff
Windham Community Memorial Hospital, Willimantic, CT

1983 to 2010 Clinical Assistant Professor, UCONN Medical School
John Dempsey Hospital, Farmington, CT

1983 to 1985 Associate Staff
Windham Community Memorial Hospital, Willimantic, CT

1975 to 1983 Active Staff
William W. Backus Hospital, Norwich, CT

Appointments

2012 Chair, Board of Directors, Natchaug Hospital, Mansfield, CT

2008 to Present Gynecology Consultant, Generations Family Health

1975 to Present Medical Director & Physician Consultant, Planned Parenthood
Willimantic, CT

2001 to 2010	Board of Directors Member, Windham Community Hospital, Willimantic, CT
2006 to 2008	Chair, Board of Directors, Windham Community Hospital, Willimantic, CT
2004 to 2006	Chair, Development Committee, Windham Community Hospital Willimantic, CT
2004 to 2006	Chair, Medical Development Committee, Windham Community Hospital, Willimantic, CT
2002 to 2004	Infant Mortality and Morbidity Committee, W.R.C.C. Willimantic, CT
2002 to 2005	School Based Health Committee, Windham Public Schools Willimantic, CT
2001 to 2010	Board of Directors, Windham Community Hospital Willimantic, CT (Chair 2006-2008)
2001 to 2010	Member Planning Committee, Windham Community Hospital Willimantic, CT (Chair 2008-2010)
2001 to 2003	Member Nominating Committee, Windham Community Hospital Willimantic, CT
1999 to 2004	Board of Directors, UCONN School of Allied Health Storrs, CT
1998 to 2010	Assistant Clinical Professor, UCONN Medical Health Center Farmington, CT
1998 to 2009	Legislative Committee, CT State Medical Society New Haven, CT
1994 to 1998	Counselor, CT State Medical Society New Haven, CT
1985 to 1988	Surveyor, Accreditation Association of Ambulatory Health Care

Clinical Research

1986 to 1996	Member Human Subject Committee, University of CT Storrs, CT
1985	Clinical Investigator. Evaluation of Cefadroxil & Trimethoprim in the Treatment of S. Saprophyticus, Bristol-Meyers Laboratories, Bristol, CT

1984 to 1988 Clinical Investigator for Lederle Laboratories,
Storrs, CT

Publication

Role of Chlamydia Trachomatis in Acute Pharyngitis in young adults. Gerber, M.A., Ryan, R.W.; Tilton, R.C.; Watson, J.E. Journal of Clinical Microbiology. Nov 1984, p. 993-994.

Education

1969-1973 Yale-New Haven Hospital – Residency
Obstetrics and Gynecology

1968-1969 University of Texas - Internship – Internal Medicine
Galveston, TX

1964-1968 Ohio State University, College of Medicine
MD

1960-1964 Ohio University
B.S. Zoology and Minor in Chemistry

1956-1960 Fairmont High School
Kettering, OH

Physician License Number: CT 14648 August 1970 to present

Certifications

2002 to 2010 Certification by North American Menopausal Society for Menopausal Counseling

1975 Certified by American Board of Obstetrics and Gynecology.

1999 to 2004 Recertified American Board of Obstetrics and Gynecology.

Presentations

1999 to 2001 Moderator Women's Health Conferences. School of Allied Health
University of Connecticut, Storrs, CT

April 12, 1997 A Day for Woman. Transition through Premenopause and Menopause
Eastern Connecticut State University, Willimantic, CT

October 22, 1987 The Governor's Committee of Physical Fitness, State of Connecticut
University of Connecticut Health Center, Farmington, CT
The Women's Fitness Symposium.
Menstrual Dysfunction in Exercising Women

- May 29, 1986 American College Health Association Annual Meeting
An Update of Menstrual Dysfunction in Exercise
New Orleans, LA
- February 28, 1986 Connecticut State Medical Society, United States Coast Guard
New London, CT. The Female Athlete
- May 7, 1985 University of Connecticut Symposium of Sports Medicine
Menstrual Dysfunction in the Female Athlete
Storrs, CT
- February 17, 1984 Eastern Athletic Trainers' Meeting
The Female Athlete – An Overview
Grossingers, NY

Honors and Awards

- 2007 Philanthropist of the Year
Windham Community Hospital
- 2004 Physician of the Year
Windham Community Hospital
- 2003 Consumers Research Council of America
Top Doctor, Obstetrics and Gynecology.
- April 1972 Meade Johnson Fellowship, Obstetrics and Gynecology
Yale University
- June 1968 Student Achievement Award, Obstetrics and Gynecology,
Ohio State University College of Medicine
- Honors Student, Surgery and Obstetrics and Gynecology,
Ohio State University College of Medicine

Professional Affiliations

Fellow of the American Congress of Obstetrics and Gynecology
CT State Medical Society
Windham County Medical Association
North American Menopausal Society
National Physicians Alliance

Military Service

- 1973-1975 United States Army
Fort Rucker, Alabama
Rank: Major
Recipient: Army Commendation Medal
Honorable Discharge

Volunteer Work

1985 and 1986 The American College of Obstetrics and Gynecologists Program for Native American Women.

Chinle Comprehensive Health Care Facility, Indian Health Service
Chinle, Arizona

Attachment G

IRS Determination Letter (Hospital)

Address any reply to: 450 Main St., Hartford, Conn. 06115

US Treasury Department

Post Office Box 2575
Hartford, Connecticut 06101

District Director

Internal Revenue Service

Date:

JUL 18 1969

In reply refer to:

AU:R:EO

Call 244-2433



▷ Windham Community Memorial Hospital
Mansfield Avenue
Willimantic, Connecticut 06226

Attention: Richard B. Ogrean
Administrator

Gentlemen:

This refers to your letter of July 15, 1969 requesting verification that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code.

In a ruling dated June 15, 1932 you were held to be exempt from Federal income tax under section 103(6) of the Revenue Act of 1928 which corresponds with section 501(c)(3) of the Code now in effect.

Accordingly, you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Code.

Sincerely yours,

Handwritten signature of P. L. Dillon in cursive.

P. L. DILLON
Chief, Audit Division

Attachment H

**IRS Determination
Letter
(Generations)**

RECEIVED OCT 8 1999

Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: October 4, 1999

Person to Contact:

Felicia Johnson #31-04013
Customer Service Representative

Generations Family Health Center Inc.
1315 Main St
Willingham, CT 06226

Telephone Number:
877-829-5500

Fax Number:
513-684-5936

Federal Identification Number:
22-3158253

Dear Ms. Moulin:

This letter is in response to your telephone request regarding your organization's name change. This is an updated copy of your organization's determination letter.

Our records indicate that a determination letter issued in May 1992, we granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

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

000101

Generations Family Health Center Inc.
22-3158253

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.


The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

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

This letter affirms your organization's exempt status.

Sincerely,



C. Ashley Bullard
District Director

Attachment I

**Audited Financial
Statements
(Generations / FY
2011)**

Generations Family Health Center, Inc. and Subsidiary

**Report on Consolidated Financial Statements
(With Supplementary Information)**

Year Ended June 30, 2011

GENERATIONS FAMILY HEALTH CENTER, INC. AND SUBSIDIARY

Index

	<u>Page</u>
Report of Independent Public Accountants	2
Consolidated Statement of Financial Position June 30, 2011	3
Consolidated Statement of Activities Year Ended June 30, 2011	4
Consolidated Statement of Changes in Net Assets Year Ended June 30, 2011	5
Consolidated Statement of Functional Expenses Year Ended June 30, 2011	6
Consolidated Statement of Cash Flows Year Ended June 30, 2011	7
Notes to Consolidated Financial Statements	8-19
Supplementary Information: Consolidating Statement of Financial Position June 30, 2011	20
Consolidating Statement of Activities Year Ended June 30, 2011	21

Report of Independent Public Accountants

To the Board of Directors
Generations Family Health Center, Inc.

We have audited the accompanying consolidated statement of financial position of Generations Family Health Center, Inc. and Subsidiary as of June 30, 2011, and the related consolidated statements of activities, changes in net assets, functional expenses and cash flows for the year then ended. These consolidated financial statements are the responsibility of the Generations Family Health Center, Inc. and Subsidiary's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Generations Family Health Center, Inc. and Subsidiary as of June 30, 2011, and the changes in their net assets and cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated January 5, 2012 on our consideration of Generations Family Health Center Inc. and Subsidiary's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Our audit of the consolidated financial statements was conducted for the purpose of forming an opinion on the basic consolidated financial statements taken as a whole. The supplementary information contained on pages 19 and 20 is presented for purposes of additional analysis and is not a required part of the basic consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic consolidated financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic consolidated financial statements taken as a whole.

 J.H. Cohn LLP

Glastonbury, Connecticut
January 5, 2012

GENERATIONS FAMILY HEALTH CENTER, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

JUNE 30, 2011

ASSETS

Current assets:	
Cash and cash equivalents	\$ 1,601,580
Patient services receivable, net	747,868
Interest receivable	31,916
Prepaid expenses and other current assets	347,128
Total current assets	2,728,492
Property and equipment, net	8,714,160
Other assets:	
Restricted cash and cash equivalents	6,395,490
Note receivable	9,005,125
Investment, at cost	83,333
Deferred financing costs	50,000
Total other assets	15,533,948
Total assets	\$ 26,976,600

LIABILITIES AND NET ASSETS

Current liabilities:	
Accounts payable and accrued expenses	\$ 1,116,811
Accrued compensation	565,076
Refundable advances	101,874
Line of credit	125,000
Current maturities of long-term debt	59,371
Current maturities of capital leases	7,182
Total current liabilities	1,975,314
Long-term debt, less current maturities	19,519,698
Deferred revenue	778,103
Capital leases, less current maturities	9,577
Total liabilities	22,282,692
Commitments and contingencies	
Net assets:	
Unrestricted consolidated net assets	4,508,387
Non-controlling interest	185,521
Total net assets	4,693,908
Total liabilities and net assets	\$ 26,976,600

See Notes to Consolidated Financial Statements.

GENERATIONS FAMILY HEALTH CENTER, INC. AND SUBSIDIARY

**CONSOLIDATED STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2011**

Unrestricted revenue:	
DHHS grants	\$ 3,575,597
Patient services revenue, net	7,243,076
Contract services and other grants	1,171,061
Contribution revenue	111,298
Other revenue	<u>62,520</u>
Total unrestricted revenue	<u>12,163,552</u>
Expenses:	
Salaries and benefits	9,004,617
Other than personnel services	2,986,099
Provision for bad debts	289,931
Interest	<u>51,012</u>
Total expenses	<u>12,331,659</u>
Operating loss before depreciation and amortization	(168,107)
Depreciation and amortization	<u>189,153</u>
Operating loss before nonoperating activities	<u>(357,260)</u>
Nonoperating activities:	
Grant funds used for capital expenditures	2,313,470
Other income	158,127
Interest income	379,595
Interest expense	(394,451)
Contribution revenue	<u>41,323</u>
Total nonoperating activities	<u>2,498,064</u>
Change in consolidated net assets	2,140,804
Change in net assets attributable to non-controlling interest	<u>(2,188)</u>
Increase in net assets attributable to Generations Family Health Center, Inc. and Subsidiary	<u>\$ 2,138,616</u>

See Notes to Consolidated Financial Statements.

GENERATIONS FAMILY HEALTH CENTER, INC. AND SUBSIDIARY

**CONSOLIDATED STATEMENT OF CHANGES IN NET ASSETS
YEAR ENDED JUNE 30, 2011**

	<u>Total Generations Family Health Center, Inc. and Subsidiary</u>	<u>Non-controlling Interest</u>	<u>Total</u>
Net assets, beginning of year	\$ 2,369,771	\$ -	\$ 2,369,771
Capital contributions	-	183,333	183,333
Change in consolidated net assets	<u>2,138,616</u>	<u>2,188</u>	<u>2,140,804</u>
Net assets, end of year	<u>\$ 4,508,387</u>	<u>\$ 185,521</u>	<u>\$ 4,693,908</u>

See Notes to Consolidated Financial Statements.

GENERATIONS FAMILY HEALTH CENTER, INC. AND SUBSIDIARY

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2011**

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Total</u>
Salary and wages	\$ 5,975,319	\$ 1,220,465	\$ 7,195,784
Fringe benefits	1,372,489	436,344	1,808,833
Occupancy	454,625	292,719	747,344
Patient care related contractual services	647,535	-	647,535
Consumable supplies	421,585	132,620	554,205
Other	215,007	200,897	415,904
Equipment rental and maintenance	347,176	57,091	404,267
Provision for bad debts	289,931	-	289,931
Non patient care related contractual services	-	182,241	182,241
Interest	204	50,808	51,012
Travel, conferences and meetings	30,192	4,411	34,603
	<u>9,754,063</u>	<u>2,577,596</u>	<u>12,331,659</u>
Depreciation and amortization	151,322	37,831	189,153
Total functional expenses	<u>\$ 9,905,385</u>	<u>\$ 2,615,427</u>	<u>\$ 12,520,812</u>

See Notes to Consolidated Financial Statements.

GENERATIONS FAMILY HEALTH CENTER, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2011

Operating activities:	
Change in consolidated net assets	\$ 2,140,804
Adjustments to reconcile change in consolidated net assets to net cash provided by operating activities:	
Depreciation and amortization	189,153
Bad debt expense	289,931
Grants and contributions received for capital expenditures	(2,354,793)
Changes in operating assets and liabilities:	
Patient services receivable	(316,571)
Interest receivable	(31,916)
Prepaid expenses and other current assets	(70,748)
Accounts payable and accrued expenses	801,276
Accrued compensation	161,275
Refundable advances	46,516
Net cash provided by operating activities	<u>854,927</u>
Investing activities:	
Increase in restricted cash	(6,395,490)
Purchase of construction in progress	(6,142,265)
Purchase of property and equipment	(40,115)
Net cash used in investing activities	<u>(12,577,870)</u>
Financing activities:	
Cash paid to establish note receivable	(405,125)
Deferred financing costs	(50,000)
Proceeds from line of credit	125,000
Proceeds from long-term debt	12,022,466
Repayment of long-term debt	(2,156,044)
Proceeds from deferred revenue	778,103
Repayment of capital lease obligations	(7,183)
Grants and contributions received for capital expenditures	2,354,793
Capital contributions	183,333
Net cash provided by financing activities	<u>12,845,343</u>
Net increase in cash and cash equivalents	1,122,400
Cash and cash equivalents, beginning of year	479,180
Cash and cash equivalents, end of year	<u>\$ 1,601,580</u>
Supplemental disclosure of cash flow data:	
Interest paid	<u>\$ 418,731</u>
Supplemental disclosure of noncash investing transactions:	
Net change in long-term debt	\$ 18,466,422
Payments on long term debt	2,156,044
Amounts transferred to Generations Investment Fund, LLC	(8,600,000)
Net proceeds from long-term debt	<u>\$ 12,022,466</u>
Increase in notes receivable	\$ 9,005,125
Amounts transferred to Generations Investment Fund, LLC	(8,600,000)
Cash paid to establish note receivable	<u>\$ 405,125</u>

See Notes to Consolidated Financial Statements.

GENERATIONS FAMILY HEALTH CENTER, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1 - Organization and summary of significant accounting policies:

Nature of activities:

Generations Family Health Center, Inc. (the "Center") operates community healthcare centers located in Willimantic, Putnam, Danielson and Norwich, Connecticut. The Center provides a broad range of health services to a largely medically underserved population. Generations Willimantic, LLC ("GW") is a limited liability company that was formed in June 2010 to acquire, invest in, own and maintain a 32,000 square foot community health center (the "Project") located in Willimantic, Connecticut. The Center holds a 90% membership interest in GW and is the managing member and statutory agent. The remaining 10% non-controlling membership interest in GW is held by Capital Link, Inc. a non-profit Corporation which is an unrelated third-party. Collectively, the Center and GW are referred to herein as the "Organization".

The U.S. Department of Health and Human Services (the "DHHS") provides substantial support to the Center. The Center is obligated under the terms of the DHHS grants to comply with specified conditions and program requirements set forth by the grantor.

Principles of consolidation:

The consolidated financial statements include the accounts of the Center and GW. All significant inter-company accounts and transactions are eliminated in consolidation.

Basis of presentation:

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The Organization reports information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted and permanently restricted. They are described as follows:

Unrestricted - Net assets that are not subject to explicit donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted - Net assets whose use by the Organization is subject to either explicit donor-imposed stipulations or by the operation of law that can be fulfilled by actions of the Organization or that expire by the passage of time. At June 30, 2011, there were no temporarily restricted net assets.

Permanently Restricted - Net assets subject to explicit donor-imposed stipulations that they be maintained permanently by the Organization and stipulate the use of income and/or appreciation as either unrestricted or temporarily restricted based on donor imposed stipulations or by operation of law. At June 30, 2011, there were no permanently restricted net assets.

GENERATIONS FAMILY HEALTH CENTER, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1 - Organization and summary of significant accounting policies (continued):

Non-controlling interest:

Non-controlling interest in the consolidated statement of activities represents the non-controlling member's share of the income or loss of GW. The non-controlling interest in the consolidated statement of financial position reflects the original capital contribution by the non-controlling member, along with its proportional share of the earnings of GW.

Cash and cash equivalents:

The Organization considers all highly liquid investments purchased with a maturity of three months or less to be cash equivalents. At June 30, 2011, cash equivalents were \$6,863,640.

Restricted cash and cash equivalents:

Restricted cash and cash equivalents consists of funds held by GW that are required to be held in a construction escrow account (see Note 6), asset management fee reserves required to be held by GW (see Note 10) and unused bonding funds received from the Department of Social Service ("DSS") and held by the Center in a tax-exempt proceeds fund.

The composition of restricted cash and cash equivalents as of June 30, 2011 is as follows:

Escrow account	\$ 5,278,655
Bond funds	441,850
Asset management fees	240,000
Construction period interest	434,985
	<u>\$ 6,395,490</u>

Financial instruments:

The carrying value of cash and cash equivalents, restricted cash and cash equivalents, patient services receivable, interest receivable, accounts payable and accrued expenses, line of credit, obligations under capital leases and long-term debt as of June 30, 2011, are believed to approximate fair value based on their maturities and current market conditions.

Income taxes:

The Center was incorporated as a not-for-profit entity and is exempt from Federal income tax under the provisions of the Internal Revenue Code Section 501(c)(3). GW is a newly formed limited liability company and in lieu of Federal and state corporate income taxes, the members are taxed individually on their proportionate share of GW's taxable income.

The Organization has no unrecognized tax benefits at June 30, 2011. The Organization's U.S. Federal and state tax returns prior to calendar year 2008 are closed and management continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

GENERATIONS FAMILY HEALTH CENTER, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1 - Organization and summary of significant accounting policies (continued):

Income taxes (concluded):

If the Organization has unrelated business income taxes, they will recognize interest and penalties associated with uncertain tax positions as part of the income tax provision and include accrued interest and penalties with the related tax liability in the consolidated statement of financial position.

Patient services receivable:

Patient services receivable are reported at their outstanding unpaid balance reduced by an allowance for doubtful accounts. The Organization estimates doubtful accounts based on historical bad debts, factors related to specific payors' ability to pay and current economic trends. The Center writes off accounts receivable against the allowance when a balance is determined to be uncollectible.

Property and equipment:

The Organization capitalizes all expenditures for property and equipment in excess of \$5,000 and having a useful life greater than one year. Purchased property and equipment is carried at cost. Donated property and equipment are carried at the approximate fair value at the date of donation. Depreciation and amortization is computed using the straight-line method over the estimated useful lives of the assets which range from 3 to 40 years. Leasehold improvements are amortized on a straight-line basis over the estimated useful life of the improvement or the term of the lease, whichever is less.

Construction-in-progress is recorded at cost. The Organization capitalizes construction, insurance and other costs during the period of construction. Depreciation is recorded when construction is substantially complete and the assets are placed in service.

Expenditures for repairs and maintenance are charged to expense as incurred. For assets sold or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is reflected in the consolidated statement of activities.

Construction in progress:

The Organization incurred costs associated mainly with construction of a 32,000 square foot community health center located in Willimantic, Connecticut. Upon completion, this Project will be placed into service and depreciated over its applicable useful life. In addition, there were construction costs incurred relating to a property in Putnam, Connecticut. For the year ended June 30, 2011, the Organization capitalized interest of \$367,719.

Deferred financing costs:

Deferred financing costs consist of commitment fees paid to institutions within the new market tax credit financing structure (see Note 6). Costs are being amortized on a straight-line basis over the length of the corresponding loans.

GENERATIONS FAMILY HEALTH CENTER, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1 - Organization and summary of significant accounting policies (continued):

Revenue recognition:

Grants and contracts:

Grant revenue from government grants and contracts designated for use in specific activities is recognized in the period when expenditures have been incurred in compliance with the grantor's requirements. Grants and contracts awarded for the acquisition of long-lived assets are reported as unrestricted nonoperating revenue, in the absence of donor stipulations to the contrary, during the fiscal year in which the assets are acquired. Cash received in excess of revenue recognized is recorded as refundable advances. These grants and contracts require the Center to provide certain healthcare services during specified periods. If such services are not provided during the periods, the governmental entities are not obligated to expend the funds allocated under the grants and contracts.

Patient services revenue:

Patient services revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered. Self-pay revenue is recorded at published charges with a charitable allowance deducted to arrive at net self-pay revenue. All other patient services revenue is recorded at published charges with contractual allowances deducted to arrive at patient services revenue, net.

Contributions:

Contributions are recorded as either temporarily or permanently restricted revenue if they are received with donor stipulations that limit the use of the donated asset. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and are reported in the statement of operations and changes in net assets as net assets released from restrictions. Donor restricted contributions whose restrictions expire during the same fiscal year are recognized as unrestricted revenue.

Donated goods:

The value of donated services is recorded as revenue and expenses when an estimated amount is ascertainable.

Interest income:

Interest earned on nonfederal funds is recorded as income on an accrual basis. Interest earned on Federal funds is recorded as a payable to the Public Health Service (the "PHS") in compliance with Office of Management and Budget ("OMB") Circular A-110.

Functional expenses:

Expenses are charged to program services or general and administrative based on a combination of specific identification and allocation by management.

GENERATIONS FAMILY HEALTH CENTER, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1 - Organization and summary of significant accounting policies (concluded):

Cost settlement:

The Organization is subject to cost settlement procedures prescribed by various state agencies. As of June 30, 2011, management has recorded cost settlement payables of \$11,306 which is included in refundable advances in the consolidated statement of financial position.

Use of estimates:

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Concentration of credit risk:

Financial instruments that potentially subject the Organization to concentrations of credit risk consist principally of cash and cash equivalents and patient services receivable. The Organization maintains its cash and cash equivalents with high-credit financial institutions, which at times, may exceed Federally insured limits. At June 30, 2011 the Organization had cash in excess of the Federally insured limits of \$7,688,226.

Patient services receivable are reported at their outstanding unpaid balances reduced by an allowance for doubtful accounts. The Organization estimates doubtful accounts based on historical bad debts, factors related to specific payors' ability to pay and current economic trends.

Subsequent events:

The Organization has evaluated events and transactions for potential recognition or disclosure through January 5, 2012, which is the date the consolidated financial statements were available to be issued (see Note 20).

Note 2 - Patient services receivable, net

Patient services receivable, net, consist of the following at June 30, 2011:

Medicaid	\$ 417,650
Medicare	187,864
Private insurance	132,174
Self-pay	466,054
	<u>1,203,742</u>
Less allowance for doubtful accounts	455,874
	<u>\$ 747,868</u>

GENERATIONS FAMILY HEALTH CENTER, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 3 - Property and equipment, net

Property and equipment, net, consists of the following at June 30, 2011:

Land	\$ 1,200,280
Condominium	1,009,942
Building	98,700
Equipment	1,044,683
Construction in progress	6,734,262
Leasehold improvements	538,772
	<hr/>
	10,626,639
Less accumulated depreciation and amortization	1,912,479
	<hr/>
	<u>\$ 8,714,160</u>

In the event the DHHS grants are terminated, the DHHS reserves the right to transfer any property and equipment purchased with grant funds to PHS or third parties.

Note 4 - Note receivable:

As a result of the new market tax credit financing structure as described in Note 6, the Center is the holder of a promissory note with Generations Investment Fund, LLC (the "Investment Fund") effective September 1, 2010 for the face value of \$9,005,125. This note bears interest at 4.2531% per annum and is due in interest-only payments terminating on March 1, 2018, which coincides with the date the new market tax credit period expires. At that time, management expects this note to be offset against the related secured note payable with the remaining amount of \$3,017,340 being recognized as an increase in net assets. If this transaction were not to occur, the principal balance will amortize over the life of the note maturing on December 1, 2042. Interest income for the year ended June 30, 2011 totaled \$348,953 and is included in the consolidated statement of activities as non-operating revenue.

Note 5 - Investments:

The Center is a member of a not-for-profit health plan, Community Health Network of Connecticut, Inc. ("CHNCT"). CHNCT provides statewide healthcare services for the State of Connecticut HUSKY A, HUSKY B, and Charter Oak Populations. CHNCT is one of three health plans serving Connecticut HUSKY participants. The Center has purchased an interest in CHNCT. The Center's investment in CHNCT, as of June 30, 2011, amounted to \$83,333 and is recognized based on cost due to ownership of less than 20%. In 2011, the Center received a grant of \$36,689 from CHNCT.

Note 6 - New market tax credit financing:

The Organization entered into a financing agreement with various entities for the purpose of receiving financing for the Project as described in Note 1. The new market tax credit structure consists of new market tax credit investors and other lenders that provide qualified equity investments to community development entities ("CDE") who in turn provide debt financing to qualified active low income community businesses ("QALICB").

GENERATIONS FAMILY HEALTH CENTER, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 6 - New market tax credit financing (concluded):

The Center is a lender in this process and holds a note with the Investment Fund (see Note 4). The Center is also the managing and majority member of the newly formed GW, through capital contributions of \$1,650,000 which were made during fiscal year 2011. The Investment Fund made qualified equity investments to MHIC NE CDE II Subsidiary 2, LLC ("MHIC"), who qualifies as a CDE. As a CDE, MHIC has provided debt financing to GW. GW, who qualifies as a QALICB, received debt financing of \$12,022,466 from MHIC for the qualified purpose of constructing a community health center in a low-income area, as required by the terms of the agreements.

This structure will stay in effect for a period of 7 years, until March 31, 2018 when the new market tax credit period expires. Built within the agreements are put and call options for the Organization to acquire 100% of Investment Fund. After either the put or call options have been exercised, the remaining debt will be \$7,000,000 loan payable to the Rural Housing Service of the United States Department of Agriculture (see Note 8).

Note 7 - Line of credit:

The Center has a revolving line of credit of \$500,000, which is payable in full on demand and up for renewal on April 2, 2012. This agreement requires interest to be charged at the bank's prime rate (3.25% at June 30, 2011) plus .50%. The line of credit is secured by all of the Center's business assets. Interest is payable monthly on any outstanding balance. As of June 30, 2011, the Center had an outstanding balance of \$125,000.

Note 8 - Long-term debt:

Long-term debt consists of the following at June 30, 2011:

Mortgage payable - \$96,000 face amount maturing on October 1, 2019, payable in equal monthly installments of \$647 including interest of 6.25% with the remaining balance due at the maturity date. The note is collateralized by real property located in Willimantic, Connecticut.	\$ 84,050
Mortgage payable - \$475,000 face amount maturing on December 1, 2029, payable in equal monthly payments of \$3,683 including interest of 7.00% with the remaining balance due at the maturity date. The note is collateralized by real property located in Putnam, Connecticut.	458,128
Unsecured installment note - \$55,000 face amount maturing on December 3, 2011, payable in equal monthly payments of \$2,450 on the 3rd day of the month including interest of 6.50% with the remaining balance due at the maturity date.	14,426

GENERATIONS FAMILY HEALTH CENTER, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 8 - Long-term debt (concluded):

Promissory note - \$7,800,000 face amount maturing upon completion of the Project described in Note 1. The Center is required to pay interest-only payments using the greater of The Wall Street Journal prime rate plus one percent, or 5%. Upon completion of the Project, the principal balance will be repaid through a permanent loan through the Rural Housing Service of the United States Department of Agriculture. 7,000,000

Secured note payable - \$12,022,465 face amount. During the introductory period which terminates on March 2018, interest-only payments are due in equal amounts of \$33,813, based on an interest rate of 3.357% per annum. From April 2018 through maturity, monthly payments are increased to \$50,753, which include principal plus interest of 7.357% per annum. The remaining principal balance is due on August 2050. This note requires the Center to comply with certain financial, non-financial and construction-related covenants, once the construction project is completed.

	12,022,465
	<u>19,579,069</u>
Less current maturities	59,371
Long-term portion	<u>\$ 19,519,698</u>

Principal payments on long-term debt during each of the five years subsequent to June 30, 2011 and thereafter are as follows:

<u>Year ending June 30,</u>	<u>Total</u>
2012	\$ 59,371
2013	89,809
2014	93,959
2015	98,311
2016	102,878
Thereafter	19,134,741
	<u>\$ 19,579,069</u>

Note 9 - Deferred revenue:

The Organization has received bond funds for capital projects. The provider of the bond funds place a ten year lien on the property when the Project is complete. The Project is expected to be completed in fiscal year 2012. If the property is not utilized by the Organization, the bond funds will have to be repaid. The repayment is made in an amount equal to the amount of the bond less 10% for each full year of the ten year period that the location was utilized. The total funds received as of June 30, 2011 were \$778,103 and are classified as deferred revenue in the accompanying consolidated statement of financial position.

GENERATIONS FAMILY HEALTH CENTER, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 10 - Asset management fee reserve:

GW is required to establish and maintain an asset management fee reserve related to fees due under certain management agreements with MHIC and other parties. The initial deposit of \$240,000 and additional annual deposits commencing on June 30, 2012 and continuing to June 30th of each subsequent year terminating on June 30, 2016 in the amount of \$1,577 are required to be made to the reserve account. This balance is included in restricted cash. These funds shall be used by GW to make annual payments directly to MHIC in set amounts commencing on December 1, 2010 and continuing on December 1st of each subsequent year with the final payment being due upon maturity of the secured note payable.

Note 11 - Construction period interest reserve:

GW is required to hold, or direct the escrow agent to hold, loan proceeds in the amount of \$434,985, which will be applied to make interest payments during the construction of the Project.

Note 12 - Guarantee:

GW's note payable with MHIC is guaranteed by the Center. This guarantee includes completion of the Project in accordance with applicable provisions of the agreement, liability for any insufficient funds necessary to complete the Project, and liability for any non-payment or non-performance of GW during the term of the note.

Note 13 - DHHS grants:

For the year ended June 30, 2011, the Center received the following grants from the DHHS:

<u>Grant Number</u>	<u>Grant Period</u>	<u>Total Grant</u>	<u>Revenue Recognized</u>
6H80CS00155-09-06	01/01/10- 02/28/11	\$ 2,275,453	\$ 1,300,251
6H80CS00155-10-04	03/01/11- 12/31/11	2,140,339	650,142
1C8ACS21267-01-00	10/01/10- 09/30/12	5,000,000*	2,257,000
6H76HA00787-08-01	04/01/10- 03/31/11	321,750	258,131
5H76HA00787-09-02	04/01/11- 03/31/12	321,750	76,631
1H8ACS11306-01-05	03/01/09- 04/30/11	1,125,000	835,826
6C81CS13519-01-02	06/29/09- 06/28/11	768,210*	374,527
6H8BCS11773-01-00	03/27/09- 03/26/11	262,264	136,559
Total DHHS grants			5,889,067
Less: Grant funds used for capital expenditures			(2,313,470)
Total DHHS funds used for operations			<u>\$ 3,575,597</u>

* Grants include both operating and capital expenditures.

GENERATIONS FAMILY HEALTH CENTER, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 14 - Patient services revenue, net:

For the year ended June 30, 2011, patient services revenue, net, consists of the following:

	Gross Charges	Contractual and Charitable Revenue	Net Revenue
Medicaid	\$ 10,198,323	\$ 4,763,414	\$ 5,434,909
Medicare	798,485	49,049	749,436
Private insurance	942,500	415,789	526,711
Self-pay	2,695,718	2,163,698	532,020
	\$ 14,635,026	\$ 7,391,950	\$ 7,243,076

Medicaid and Medicare revenue is reimbursed to the Center at the net reimbursement rates as determined by each program. Reimbursement rates are subject to revisions under the provisions of reimbursement regulations. Adjustments for such revisions are recognized in the fiscal year incurred.

Note 15 - Contract services and other grants:

Contract services and other grants revenue consists of the following for the year ended June 30, 2011:

State of Connecticut Department of Public Health:	
Community Health Services	\$ 517,119
United Community and Family Services - Children and Youth with Special Health Care Needs	83,539
Tobacco Use Cessation (Male)	24,324
Children's Trust Fund:	
Nurturing Families	223,650
United Community and Family Services - Healthy Start	60,446
Department of Children and Families:	
Foster Care Clinic	68,289
Community Health Center Association of Connecticut:	
Ryan White Title IV Outreach Services	60,557
Medicaid Outreach	36,164
Children's Health Insurance Program Reauthorization Act	16,603
Colorectal Cancer Screening	13,963
SBM Charitable Foundation - Pediatric Dentistry Program	20,084
City of Norwich - CDBG - Soar	11,600
Other	34,723
	\$ 1,171,061

GENERATIONS FAMILY HEALTH CENTER, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 16 - Contribution revenue:

Contribution revenue consists of the following for the year ended June 30, 2011:

Environmental support program	\$ 41,323
Medical supplies	110,204
Other contributions	1,094
	152,621
Nonoperating revenue	41,323
Operating revenue	\$ 111,298

Included in the above contribution revenue is \$41,323 for construction or renovation, which has been reported as nonoperating revenue in the consolidated statement of activities.

Note 17 - Pension plan:

The Generations Family Health Center Annuity Plan qualifies as an Internal Revenue Service ("IRS") 403(b) plan, also known as a tax sheltered annuity. Employees, who meet certain eligible requirements, may make tax-deferred contributions to a retirement account. In addition, the Center makes discretionary non-elective contributions. Pension expense for the year ended June 30, 2011 amounted to \$76,433.

Note 18 - Leases:

The Organization leases space and various office equipment, which expire at various times through November 2014. For the year ended June 30, 2011, rent expense amounted to \$471,189. Future minimum lease payments under these leases are as follows:

<u>Year ending June 30,</u>	<u>Total</u>
2012	\$ 180,177
2013	28,698
2014	9,245
	\$ 218,120

Note 19 - Commitments and contingencies:

The Center has contracted with various funding agencies to perform certain healthcare services, and receives Medicaid and Medicare revenue from Federal, state and local governments. Reimbursements received under these contracts and payments from Medicaid and Medicare are subject to audit by Federal, state and local governments and other agencies. Upon audit, if discrepancies are discovered, the Center could be held responsible for refunding the amounts in question.

GENERATIONS FAMILY HEALTH CENTER, INC. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 19 - Commitments and contingencies (concluded):

The Center maintains its medical malpractice coverage under the Federal Tort Claims Act (the "FTCA"). The FTCA provides malpractice coverage to eligible PHS-supported programs and applies to the Center and its employees while providing services within the scope of employment included under grant-related activities. The Attorney General, through the U.S. Department of Justice, has the responsibility for the defense of the individual and/or grantee for malpractice cases approved for FTCA coverage. The Center maintains gap insurance for claims that are not covered by the FTCA.

The Center is involved in various claims and legal actions arising in the ordinary course of business. Management is of the opinion that the ultimate outcome of these matters would not have a material adverse impact on the financial position of the Center or its results of operations.

Note 20 - Subsequent events:

On August 12, 2011, the Organization purchased property located in Danielson, Connecticut for cash in the amount of \$425,000 to expand program services. On August 28, 2011, the Organization paid off the mortgage associated with land located in Putnam, Connecticut for cash in the amount of \$458,128. In addition, subsequent to year end, construction began on a 9,100 square foot building in Putnam, Connecticut.

GENERATIONS FAMILY HEALTH CENTER, INC. AND SUBSIDIARY
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
JUNE 30, 2011

ASSETS

	GFHC	GWLLC	TOTAL	Eliminations	Consolidated
Current assets:					
Cash and cash equivalents	\$ 1,565,509	\$ 36,071	\$ 1,601,580	\$ -	\$ 1,601,580
Patient services receivable, net	747,868	-	747,868	-	747,868
Due from subsidiary	-	401,200	401,200	(401,200)	-
Interest receivable	31,916	-	31,916	-	31,916
Prepaid expenses and other current assets	347,128	-	347,128	-	347,128
Total current assets	2,692,421	437,271	3,129,692	(401,200)	2,728,492
Property and equipment, net	1,503,972	8,120,188	9,624,160	(910,000)	8,714,160
Other assets:					
Restricted cash and cash equivalents	441,850	5,953,640	6,395,490	-	6,395,490
Note receivable	9,005,125	-	9,005,125	-	9,005,125
Investment, at cost	83,333	-	83,333	-	83,333
Deferred financing costs	50,000	-	50,000	-	50,000
Equity investment in subsidiary	1,669,695	-	1,669,695	(1,669,695)	-
Total other assets	11,250,003	5,953,640	17,203,643	(1,669,695)	15,533,948
Total assets	\$ 15,446,396	\$ 14,511,099	\$ 29,957,495	\$ (2,980,895)	\$ 26,976,600

LIABILITIES AND NET ASSETS

Current liabilities:					
Accounts payable and accrued expenses	\$ 714,524	\$ 633,418	\$ 1,347,942	\$ (231,131)	\$ 1,116,811
Accrued compensation	565,076	-	565,076	-	565,076
Due to subsidiary	170,069	-	170,069	(170,069)	-
Refundable advances	101,874	-	101,874	-	101,874
Line of credit	125,000	-	125,000	-	125,000
Current maturities of long-term debt	59,371	-	59,371	-	59,371
Current maturities of capital leases	7,182	-	7,182	-	7,182
Total current liabilities	1,743,096	633,418	2,376,514	(401,200)	1,975,314
Long-term debt, less current maturities	7,497,233	12,022,465	19,519,698	-	19,519,698
Deferred revenue	778,103	-	778,103	-	778,103
Capital leases, less current maturities	9,577	-	9,577	-	9,577
Total liabilities	10,028,009	12,655,883	22,683,892	(401,200)	22,282,692
Net assets:					
Unrestricted consolidated net assets	5,418,387	-	5,418,387	(910,000)	4,508,387
Non-controlling interest in Generations Willimantic, LLC	-	1,855,216	1,855,216	(1,669,695)	185,521
Total net assets	5,418,387	1,855,216	7,273,603	(2,579,695)	4,693,908
Total liabilities and net assets	\$ 15,446,396	\$ 14,511,099	\$ 29,957,495	\$ (2,980,895)	\$ 26,976,600

See Report of Independent Public Accountants.

GENERATIONS FAMILY HEALTH CENTER, INC. AND SUBSIDIARY

CONSOLIDATING STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2011

	GFHC	GW LLC	TOTAL	Eliminations	Consolidated
Unrestricted revenue:					
DHHS grants	\$ 3,575,597	\$ -	\$ 3,575,597	\$ -	\$ 3,575,597
Patient services revenue, net	7,243,076	-	7,243,076	-	7,243,076
Contract services and other grants	1,171,061	-	1,171,061	-	1,171,061
Contribution revenue	111,298	-	111,298	-	111,298
Other revenue	62,520	-	62,520	-	62,520
Total unrestricted revenue	12,163,552	-	12,163,552	-	12,163,552
Expenses:					
Salaries and benefits	9,004,617	-	9,004,617	-	9,004,617
Other than personnel services	2,977,340	8,759	2,986,099	-	2,986,099
Provision for bad debts	289,931	-	289,931	-	289,931
Interest	51,012	-	51,012	-	51,012
Total expenses	12,322,900	8,759	12,331,659	-	12,331,659
Operating loss before depreciation and amortization	(159,348)	(8,759)	(168,107)	-	(168,107)
Depreciation and amortization	189,153	-	189,153	-	189,153
Operating loss before nonoperating activities	(348,501)	(8,759)	(357,260)	-	(357,260)
Nonoperating activities:					
Grant funds used for capital expenditures	2,313,470	-	2,313,470	-	2,313,470
Developer fees	910,000	-	910,000	(910,000)	-
Other income	158,127	-	158,127	-	158,127
Change in investment in LLC	19,695	-	19,695	(19,695)	-
Interest income	348,953	30,642	379,595	-	379,595
Interest expense	(394,451)	-	(394,451)	-	(394,451)
Contribution revenue	41,323	-	41,323	-	41,323
Total nonoperating activities	3,397,117	30,642	3,427,759	(929,695)	2,498,064
Change in consolidated net assets	3,048,616	21,883	3,070,499	(929,695)	2,140,804
Change in net assets attributable to non-controlling interest	-	(2,188)	(2,188)	-	(2,188)
Increase in net assets attributable to Generations Family Health Center Inc. and Subsidiary	\$ 3,048,616	\$ 19,695	\$ 3,068,311	\$ (929,695)	\$ 2,138,616

See Report of Independent Public Accountants.

Attachment J

Clinic Upgrade Expenses

3rd Floor West Wing Expenses

EXPENSES

Painting	\$4,299
Plumbing	1,600
Carpentry	4,220
Electrical	8,975
Chairs, Cabinets	7,800
Total	\$26,894

3RD. FLOOR WEST WING

ROOM NUMBER	SQUARE FOOTAGE
3805	212
3808	114
3809	114
3810	217
3811	266
3812	319
3814	242
3815	200
3816	164
3817	46
3823	91
NURSING STATION	164
TOTAL	2149

EXPENSES

Painting	4,299
Plumbing	1,600
Carpentry	4,220
Electrical	8,975
Chairs, Cabinets	7,800
Total	26,894

Attachment K

Financial Attachment I (Hospital)

Financial Attachment I (Hospital)

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

<u>Description</u>	<u>FY 2011 Actual Results</u>	<u>FY 2013</u>		<u>FY 2014</u>		<u>FY 2015</u>	
		<u>Projected W/out CON</u>	<u>Projected Incremental</u>	<u>Projected W/out CON</u>	<u>Projected Incremental</u>	<u>Projected W/out CON</u>	<u>Projected Incremental</u>
NET PATIENT REVENUE							
Non-Government	\$37,646,000	\$43,457,000	\$43,457,000	47,081,000	\$103,344,000	\$51,358,000	\$51,358,000
Medicare	\$36,580,000	\$39,647,000	\$39,647,000	\$38,745,000	\$39,004,000	\$39,004,000	\$39,004,000
Medicaid and Other Medical Assistance	\$11,865,000	\$12,496,000	\$12,496,000	\$12,599,000	\$12,731,000	\$12,886,000	\$12,886,000
Other Government	\$0	\$243,000	\$243,000	\$247,000	\$251,000	\$251,000	\$251,000
Total Net Patient Patient Revenue	\$86,091,000	\$95,843,000	\$95,995,000	\$98,672,000	\$103,344,000	\$103,499,000	\$103,499,000
Other Operating Revenue	\$3,044,000	\$4,862,000	\$4,862,000	\$4,473,000	\$3,858,000	\$4,487,000	\$4,487,000
Revenue from Operations	\$89,135,000	100,705,000	\$101,326,000	\$103,145,000	\$107,202,000	\$107,986,000	\$107,986,000
OPERATING EXPENSES							
Salaries and Fringe Benefits	\$57,431,000	\$60,892,000	\$305,000	\$63,191,000	\$66,046,000	\$381,000	\$66,427,000
Professional / Contracted Services	\$6,882,000	\$9,976,000	\$60,000	\$9,367,000	\$9,664,000	\$60,000	\$9,724,000
Supplies and Drugs	\$17,493,000	\$16,431,000	(\$8,000)	\$16,390,000	\$18,018,000	(\$8,000)	\$18,010,000
Bad Debts	\$3,365,000	\$3,326,000	\$3,326,000	\$3,226,000	\$3,126,000		\$3,126,000
Other Operating Expense	\$609,000	\$727,000	\$257,000	\$734,000	\$742,000	\$104,000	\$846,000
Subtotal	\$85,780,000	\$91,352,000	\$614,000	\$93,508,000	\$97,596,000	\$537,000	\$98,133,000
Depreciation/Amortization	\$4,546,000	\$5,121,000	\$5,121,000	\$5,321,000	\$5,335,000		\$5,335,000
Interest Expense	\$1,965,000	\$1,449,000	\$1,449,000	\$1,479,000	\$1,539,000		\$1,539,000
Lease Expense	\$583,000	\$973,000	\$994,000	\$994,000	\$1,015,000		\$1,015,000
Total Operating Expense	\$92,874,000	\$98,895,000	\$614,000	\$101,302,000	\$105,485,000	\$537,000	\$106,022,000
Gain/(Loss) from Operations	(\$3,739,000)	\$1,810,000	\$7,000	\$1,843,000	\$1,717,000	\$105,000	\$1,822,000
Plus: Non-Operating Revenue	(\$323,000)	\$119,000	\$119,000	\$119,000	\$119,000		\$119,000
Revenue Over/(Under) Expense	(\$4,062,000)	\$1,929,000	\$7,000	\$1,962,000	\$1,836,000	\$105,000	\$1,941,000
FTEs							

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

Attachment L

Financial Attachment I (Generations)

Financial Attachment I (Generations)

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

<u>Total Facility:</u> <u>Description</u>	FY 2011	FY 2012		FY 2013		FY 2013		FY 2014	
	Actual Results	Projected W/out CON	Projected Incremental	Projected W/out CON	Projected Incremental	Projected W/out CON	Projected Incremental	Projected W/out CON	Projected Incremental
NET PATIENT REVENUE									
Non-Government	\$1,050,033	\$1,269,945	\$1,269,945	\$1,624,082	\$55,912	\$1,679,994	\$1,656,564	\$50,120	\$1,706,684
Medicare	\$749,436	\$906,393	\$906,393	\$735,164	\$0	\$735,164	\$749,867		\$749,867
Medicaid and Other Medical Assistance	\$5,443,607	\$6,583,682	\$6,583,682	\$10,354,126	\$666,798	\$11,020,924	\$10,561,209	\$780,224	\$11,341,433
Other Government									
Total Net Patient Revenue	\$7,243,076	\$8,760,021	\$8,760,021	\$12,713,372	\$722,710	\$13,436,082	\$12,967,639	\$830,344	\$13,797,983
Other Operating Revenue	\$4,920,476	\$6,398,655	\$6,398,655	\$4,469,553	\$220,520	\$4,690,073	\$4,558,944	\$103,712	\$4,662,656
Revenue from Operations	\$12,163,552	\$15,158,676	\$15,158,676	\$17,182,925	\$943,230	\$18,126,155	\$17,526,584	\$934,056	\$18,460,640
OPERATING EXPENSES									
Salaries and Fringe Benefits	\$9,004,617	\$10,850,135	\$10,850,135	\$14,008,338	\$353,269	\$14,361,607	\$14,288,505	\$353,269	\$14,641,774
Professional / Contracted Services	\$829,776	\$609,843	\$609,843	\$295,455	\$422,942	\$718,397	\$301,364	\$422,942	\$724,306
Supplies and Drugs	\$554,205	\$915,865	\$915,865	\$830,817	\$39,063	\$869,880	\$847,433	\$41,500	\$888,933
Bad Debts	\$289,931	\$764,911	\$764,911	\$236,500	\$0	\$236,500	\$241,230	\$0	\$241,230
Other Operating Expense	\$854,774	\$975,037	\$975,037	\$409,506	\$59,516	\$469,022	\$417,696	\$47,905	\$465,601
Subtotal	\$11,533,303	\$14,115,791	\$14,115,791	\$15,780,616	\$874,790	\$16,655,406	\$16,096,228	\$865,616	\$16,961,844
Depreciation/Amortization	\$189,153	\$404,111	\$404,111	\$606,808	\$0	\$606,808	\$618,944		\$618,944
Interest Expense		\$233,335	\$233,335	\$403,594	\$0	\$403,594	\$411,666		\$411,666
Lease Expense	\$747,344	\$828,845	\$828,845	\$1,134,027	\$68,440	\$1,202,467	\$1,156,708	\$68,440	\$1,225,148
Total Operating Expense	\$12,520,812	\$15,582,082	\$15,582,082	\$17,925,045	\$943,230	\$18,868,275	\$18,283,546	\$934,056	\$19,217,602
Gain/(Loss) from Operations	(\$357,260)	(\$423,406)	(\$423,406)	(\$742,120)	\$0	(\$742,120)	(\$756,962)	\$0	(\$756,962)
Plus: Non-Operating Revenue	\$2,498,064	\$779,600	\$779,600	\$424,542		\$424,542	\$433,033		\$433,033
Revenue Over/(Under) Expense	\$2,140,804	\$356,194	\$356,194	(\$317,578)	\$0	(\$317,578)	(\$323,930)	\$0	(\$323,930)
FTEs									
		150	170			185			190

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

Attachment M

Financial Attachment II (Hospital)

Financial Attachment II (Hospital)

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

Type of Service Description Type of Unit Description: # of Months in Operation	Comprehensive Women's Health Clinic Procedures/Misys 12	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
			Rate	Units	Gross Revenue Col. 2 * Col. 3	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue Col.4 - Col.5 -Col.6 - Col.7	Operating Expenses Col. 1 Total *	Gain/(Loss) from Operations Col. 8 - Col. 9
FY 2013											
FY Projected Incremental											
Total Incremental Expenses:			\$145,000								
Total Facility by Payer Category:											
Medicare			\$176	(16)	(\$2,814)	(\$2,505)			(\$310)	(\$435)	\$126
Medicaid Procedures (Prof fee)			\$4,820	107	\$515,739	\$429,611			\$86,128	\$79,771	\$6,357
Medicaid Visits			\$176	(864)	(\$151,969)	(\$104,859)			(\$47,110)	(\$23,506)	(\$23,605)
Medicaid Ancillary			\$174	3,502	\$610,153	\$494,153			\$116,000	\$94,375	\$21,625
CHAMPUS/TriCare			\$176		\$0				\$0	\$0	\$0
Total Governmental			\$5,172	2,729	\$971,109	\$816,401	\$0	\$0	\$154,709	\$150,205	\$4,503
Commercial Insurers			\$176	(52)	(\$9,146)	(\$6,585)			(\$2,561)	(\$1,415)	(\$1,146)
Uninsured Procedures (Prof fee)			\$4,820	3	\$14,460		\$14,460		(\$0)	\$2,237	(\$2,237)
Uninsured Ancillary			\$174	144	\$25,056		\$25,056		\$0	\$3,876	(\$3,876)
Uninsured			\$176	(364)	(\$64,024)		(\$64,024)		\$0	(\$9,903)	\$9,903
Total NonGovernment			\$176	(269)	(\$33,654)	(\$6,585)	(\$24,508)	\$0	(\$2,561)	(\$5,205)	\$2,644
Total All Payers			\$5,348	2,460	\$937,455	\$809,815	(\$24,508)	\$0	\$152,148		\$7,148

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

Type of Service Description	Comprehensive Women's Health Clinic									
Type of Unit Description:	Procedures/Visits									
# of Months in Operation	12									
FY	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
FY Projected Incremental	Rate	Units	Gross Revenue	Allowances/Deductions	Charity Care	Bad Debt	Net Revenue	Operating Expenses	Gain/(Loss)	
Total Incremental Expenses:	\$37,000		Col. 2 * Col. 3				Col. 4 - Col. 5	Col. 1 Total *	Col. 8 - Col. 9	
Total Facility by Payer Category:							-Col. 6 - Col. 7	Col. 4 / Col. 4 Total		
Medicare	\$176	(16)	(\$2,814)	(\$2,505)			(\$310)	(\$109)	(\$200)	
Medicaid Procedures (Prof fee)	\$4,820	111	\$532,736	\$443,769			\$88,967	\$20,652	\$68,315	
Medicaid Visits	\$176	(864)	(\$151,969)	(\$104,859)			(\$47,110)	(\$5,891)	(\$41,219)	
Medicaid Ancillary	\$174	3,502	\$610,153	\$494,153			\$116,000	\$23,653	\$92,347	
CHAMPUS/TriCare	\$176		\$0	\$0			\$0	\$0	\$0	
Total Governmental	\$5,172	2,733	\$988,106	\$830,559	\$0	\$0	\$157,547	\$38,305	\$119,242	
Commercial Insurers	\$176	(52)	(\$9,146)	(\$6,585)			(\$2,561)	(\$355)	(\$2,206)	
Uninsured Procedures (Prof fee)	\$4,820	3	\$14,460		\$14,460		(\$0)	\$561	(\$561)	
Uninsured Ancillary	\$174	144	\$25,056		\$25,056		\$0	\$971	(\$971)	
Uninsured	\$176	(364)	(\$64,024)		(\$64,024)		\$0	(\$2,482)	\$2,482	
Total NonGovernment	\$176	(269)	(\$33,654)	(\$6,585)	(\$24,508)	\$0	(\$2,561)	(\$1,305)	(\$1,256)	
Total All Payers	\$5,348	2,464	\$954,452	\$823,974	(\$24,508)	\$0	\$154,986	\$37,000	\$117,986	

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

Type of Service Description Type of Unit Description: # of Months in Operation	Comprehensive Women's Health Clinic Procedures/Visits 12	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
FY	2015		Rate	Units	Gross Revenue Col. 2 * Col. 3	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue Col.4 - Col.5 -Col.6 - Col.7	Operating Expenses Col. 1 Total *	Gain/(Loss) from Operations Col. 8 - Col. 9
FY Projected Incremental											
Total Incremental Expenses:		\$50,000									
Total Facility by Payer Category:											
Medicare			\$176	(16)	(\$2,814)	(\$2,505)			(\$310)	(\$147)	(\$162)
Medicaid Procedures (Prof fee)			\$4,820	111	\$532,736	\$443,769			\$88,967	\$27,908	\$61,059
Medicaid Visits			\$176	(864)	(\$151,969)	(\$104,859)			(\$47,110)	(\$7,961)	(\$39,149)
Medicaid Ancillary			\$174	3,502	\$610,153	\$494,153			\$116,000	\$31,964	\$84,037
CHAMPUS/TriCare			\$176		\$0				\$0	\$0	\$0
Total Governmental			\$5,172	2,733	\$988,106	\$830,559	\$0	\$0	\$157,547	\$51,763	\$105,784
Commercial Insurers			\$176	(52)	(\$9,146)	(\$6,585)			(\$2,561)	(\$479)	(\$2,082)
Uninsured Procedures (Prof fee)			\$4,820	3	\$14,460		\$14,460		(\$0)	\$758	(\$758)
Uninsured Ancillary			\$174	144	\$25,056		\$25,056		\$0	\$1,313	(\$1,313)
Uninsured			\$176	(364)	(\$64,024)		(\$64,024)		\$0	(\$3,354)	\$3,354
Total NonGovernment			\$176	(269)	(\$33,654)	(\$6,585)	(\$24,508)	\$0	(\$2,561)	(\$1,763)	(\$798)
Total All Payers			\$5,348	2,464	\$954,452	\$823,974	(\$24,508)	\$0	\$154,986	\$50,000	\$104,986

Attachment N

Financial

Attachment II

(Generations)

Financial Attachment II (Generations)

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

Type of Service Description Type of Unit Description: # of Months in Operation	Services do not commence until FY2013									
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	Generations Family Health Center, Inc. Women's Health Services	12 FY2012	Units	Gross Revenue Col. 2 * Col. 3	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue Col.4 - Col.5 -Col.6 - Col.7	Operating Expenses Col. 1 Total *	Gain/(Loss) from Operations Col. 8 - Col. 9
FY Projected Incremental										
Total Incremental Expenses:										
Total Facility by Payer Category:										
Medicare		\$0		\$0				\$0	\$0	\$0
Medicaid		\$146	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CHAMPUS/TriCare		\$0		\$0				\$0	\$0	\$0
Total Governmental		\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Commercial Insurers		\$0	5	\$0				\$0	\$0	\$0
Uninsured		\$180	0	\$0				\$0	\$0	\$0
Total NonGovernment		\$0	5	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total All Payers		\$0	5	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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

Type of Service Description	Generations Family Health Center, Inc. Women's Health Services									
Type of Unit Description:										
# of Months in Operation	12 FY2013									
FY	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
FY Projected Incremental Total Incremental Expenses:		Rate	Units	Gross Revenue Col. 2 * Col. 3	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue Col.4 - Col.5 -Col.6 - Col.7	Operating Expenses Col. 1 Total * Col. 4 / Col. 4 Total	Gain/(Loss) from Operations Col. 8 - Col. 9
Total Facility by Payer Category:										
Medicare		\$0		\$0				\$0		\$0
Medicaid		\$146	4,567	\$666,782	\$0	\$0	\$0	\$666,782	\$0	\$0
CHAMPUS/TriCare		\$0		\$0				\$0		\$0
Total Governmental			4,567	\$666,782	\$0	\$0	\$0	\$666,782	\$0	\$666,782
Commercial Insurers		\$0	5	\$0				\$0		\$0
Uninsured		\$180	1,626	\$292,680		\$236,752		\$55,928		\$0
Total NonGovernment		\$0	1,631	\$292,680	\$0	\$236,752	\$0	\$55,928	\$0	\$55,928
Total All Payers		\$0	6,198	\$959,462	\$0	\$236,752	\$0	\$722,710	\$0	\$722,710

Type of Service Description: Generations Family Health Center, Inc. Women's Health Services
 Type of Unit Description: _____
 # of Months in Operation: 12 **FY2014**

FY	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
FY Projected Incremental	Rate	Units	Gross Revenue	Allowances, Deductions	Charity Care	Bad Debt	Net Revenue	Operating Expenses	Gain/(Loss)	
Total Incremental Expenses:	Col. 2 * Col. 3	Col. 2 * Col. 3	Col. 4 - Col. 5	Col. 4 - Col. 5	Col. 4 - Col. 5	Col. 4 - Col. 5	Col. 4 - Col. 5	Col. 4 - Col. 5	Col. 4 - Col. 5	Col. 4 - Col. 5
Total Facility by Payer Category:										
Medicare	\$0			\$0			\$0	\$0	\$0	\$0
Medicaid	\$146	5,344	\$780,224	\$0	\$0	\$0	\$780,224	\$0	\$780,224	\$0
CHAMPUS/TriCare	\$0		\$0				\$0	\$0	\$0	\$0
Total Governmental		5,344	\$780,224	\$0	\$0	\$0	\$780,224	\$0	\$780,224	\$0
Commercial Insurers	\$0	5	\$0				\$0	\$0	\$0	\$0
Uninsured	\$180	1,336	\$240,480		\$190,360		\$50,120	\$0	\$50,120	\$0
Total Non Government	\$0	1,341	\$240,480	\$0	\$190,360	\$0	\$50,120	\$0	\$50,120	\$0
Total All Payers	\$0	6,685	\$1,020,704	\$0	\$190,360	\$0	\$830,344	\$0	\$830,344	\$0

Attachment O

Financial Attachment Assumptions

(Hospital)

**Windham Hospital
Prenatal CON
Assumptions**

Assumptions: YEAR 1

Program Terminated:

- 1 Loss of existing prenatal volume of 1,296 visits.
- 2 Loss of net revenue of \$49,981
- 3 Expenses reduced by \$490,508

Generations Transfer

- 1 Additional Professional Fee Procedural Volume of 110 cases
- 2 Additional Ancillary volume (lab, ultrasound etc) 3,646 tests
- 3 Additional net revenue \$202,128
- 4 Additional net expenses \$155,714

Assumptions: YEAR 2

Program Terminated:

- 1 Loss of existing prenatal volume of 1,296 visits.
- 2 Loss of net revenue of \$49,981
- 3 Expenses reduced by \$490,508

Generations Transfer

- 1 Additional Professional Fee Procedural Volume of 114 cases
- 2 Additional Ancillary volume (lab, ultrasound etc) 3,646 tests
- 3 Additional net revenue \$204,967
- 4 Additional net expenses \$37,503

Assumptions: YEAR 3

Program Terminated:

- 1 Loss of existing prenatal volume of 1,296 visits.
- 2 Loss of net revenue of \$49,981
- 3 Expenses reduced by \$490,508

Generations Transfer

- 1 Additional Professional Fee Procedural Volume of 114 cases
- 2 Additional Ancillary volume (lab, ultrasound etc) 3,646 tests
- 3 Additional net revenue \$204,967
- 4 Additional net expenses \$50,368

Attachment P

**Financial
Attachment
Assumptions
(Generations)**

GENERATIONS FAMILY HEALTH CENTER, INC.

PRENATAL CLINIC

Start Date: October 1, 2012

EXPENSES	YEAR ONE	YEAR TWO
Personnel	\$ 284,894	\$ 284,894
Fringes	\$ 68,375	\$ 68,375
Contractual	\$ 422,942	\$ 422,942
Occupancy	\$ 68,440	\$ 41,500
Supplies/Other	\$ 39,063	\$ 284,894
Other		
Admin	\$ 59,516	\$ 47,905
TOTAL EXPENSES	\$ 943,230	\$ 934,056
REVENUE		
Patient Revenue	\$ 722,710	\$ 830,344
TOTAL PATIENT REVENUE	\$ 722,710	\$ 830,344
OTHER REVENUE:	\$ 220,520	\$ 103,712

GFHC Staffing:	Hrs per week	
Medical Director	0.12	5
Pt Access Rep/ Front Desk	1.00	40
Pt Account Rep/ Front Desk	0.63	25
Health Support Wkr	0.60	24
Site Manager	1.00	40
LPN	1.00	40
Medical Assistant	1.50	60
Medical Staffing Leased by WCMH		
Physician	0.60	24
APRN	0.90	36
Midwife	0.80	32

PAYOR MIX	
Medicaid (FQHC)	80%
Uninsured	20%

VISITS		
TOTAL	6,193	6,680
OB (200 deliveries * 12 prenatal visits)	2,400	2,400
GYN	3,793	4,280
PATIENTS		
Total	3,234	3,624
OB (avg 12 visits per pt)	200	200
GYN (avg 1.25 visits per pt)	3,034	3,424

Attachment Q

Rate Schedule (Generations)



RODERICK L. BREMBY
Commissioner

STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES
OFFICE OF THE COMMISSIONER

TELEPHONE
(860) 424-5053

TDD/TTY
1-800-842-4524

FAX
(860) 424-5057

EMAIL
commis.dss@ct.gov

October 5, 2011

Generations Family Health Center
1315 Main Street
Willimantic, CT 06226

Dear Provider:

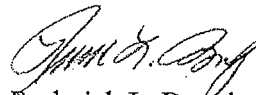
The following rates have been approved for state medical assistance recipients served by your Federally Qualified Health Center sites effective for the periods indicated. The Medicare Economic Index of 0.4% has been applied effective October 1, 2011 in accordance with applicable regulations.

<u>Service</u>	<u>Provider No.</u>	<u>Rate Per Visit</u> <u>10/1/11 – 9/30/12</u>
Medical/Health Track	004235695	\$146.59
Dental	004235687	\$144.52
Mental Health/Substance Abuse	008003942	\$164.13

Nothing contained in this approval shall constitute an authorization for payment by the Department in excess of the charge for similar services provided to the general public.

Any questions or correspondence concerning this rate letter should be directed to Chris LaVigne, Acting Director, Certificate of Need and Rate Setting, Department of Social Services (860-424-5719).

Sincerely,


Roderick L. Bremby
Commissioner

cc: M. Heuschkel
L. Voghel
T. Creel
S. Kaminski

Attachment R

Assumptions for Question 6.f. (Generations)

Provider Staffing		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Visits
FTE	Expected	Visits	FTE	Visits	FTE	Visits	FTE	Visits	FTE	Visits	FTE	Visits	FTE	Visits
MD	0.60	195	0.60	195	0.60	195	0.60	195	0.60	195	0.60	195	0.60	195
MCNAs	2,340	0.8	167	0.8	167	0.8	167	0.8	167	0.8	167	0.8	167	0.80
APRN	2,500	0.9	188	0.9	188	0.9	188	0.9	188	0.9	188	0.9	188	0.90
Med Dir	3,500	0.0231	8	0.0231	8	0.0231	8	0.0231	8	0.0231	8	0.0231	8	0.0231
2.30	6,680	557	2	557	2	557	2	557	2	557	2	557	2	6,680
Monthly Visits		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total Year
TOTAL		557	557	557	557	557	557	557	557	557	557	557	557	6680

Payor Mix	Percentage											
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
MC/AID	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
GRANTS (WV,BCCG,COLO)	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%
SELF	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%

Visits based on Payor Mix	Percentage											
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
MC/AID	445.3	445.3	445.3	445.3	445.3	445.3	445.3	445.3	445.3	445.3	445.3	445.3
GRANTS	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0
SELF	86.3	86.3	86.3	86.3	86.3	86.3	86.3	86.3	86.3	86.3	86.3	86.3
TOTAL	557	557	557	557	557	557	557	557	557	557	557	557

Revenue	Percentage											
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
MC/AID	\$ 146.00	\$ 65,019	\$ 65,019	\$ 65,019	\$ 65,019	\$ 65,019	\$ 65,019	\$ 65,019	\$ 65,019	\$ 65,019	\$ 65,019	\$ 65,019
GRANTS	\$ 80.00	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
SELF	\$ 20.00	\$ 1,727	\$ 1,727	\$ 1,727	\$ 1,727	\$ 1,727	\$ 1,727	\$ 1,727	\$ 1,727	\$ 1,727	\$ 1,727	\$ 1,727
TOTAL	\$ 68,745	\$ 68,745	\$ 68,745	\$ 68,745	\$ 68,745	\$ 68,745	\$ 68,745	\$ 68,745	\$ 68,745	\$ 68,745	\$ 68,745	\$ 68,745

Productivity/ Revenue Assumptions

Provider staffing:
WCMH Physician 0.60 FTE effective GFHC Month 1
WCMH APRN 0.90 FTE effective GFHC Month 1
WCMH Mid/Wife 0.80 FTE effective GFHC Month 1
GFHC Medical Director 0.023 FTE effective GFHC Month 1= 4 hours per month
Payor Mix:
80% Medicaid, 20% self and grants
Of the 30% self pay, assume 25 visits per month in M1-6 and 40 visits M7-12 will be reimbursed by WCMH-WV, COLO and BCCG grants
Productivity:
Assume average caseload sufficient to meet GFHC productivity standards of 3900 visits per 1 FTE MD and 2,500 visits per FTE midlevel clinician effective on GFHC Month 1
GFHC Productivity standards not sensitive to GYN vs OB Mix due to cost based reimbursement

Provider Staffing

MD	Annual Expected	Month 1 - Month 12												Total Year One				
		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12					
FTE	3,800	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6
Visits	2,280	190	190	190	190	190	190	190	190	190	190	190	190	190	190	190	190	190
APRN	2,250	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8
Med Dir	2,025	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9
	3,800	0.0231	0.0231	0.0231	0.0231	0.0231	0.0231	0.0231	0.0231	0.0231	0.0231	0.0231	0.0231	0.0231	0.0231	0.0231	0.0231	0.0231
	6,193	516	516	516	516	516	516	516	516	516	516	516	516	516	516	516	516	516
Monthly Visits		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 12	Month 12	Month 12	Month 12	Month 12
TOTAL		516	516	516	516	516	516	516	516	516	516	516	516	516	516	516	516	516

Payor Mix

GRANTS (WV,BCCG,COLO)	Month 1 - Month 12												Total Year One					
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12						
Percentage	70%	70%	70%	70%	70%	70%	70%	75%	75%	75%	80%	80%	80%	80%	80%	80%	80%	80%
Month 1	5%	5%	5%	5%	5%	5%	5%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%	8%
Month 2	25%	25%	25%	25%	25%	25%	25%	17%	17%	17%	12%	12%	12%	12%	12%	12%	12%	12%

Visits based on Payor Mix

MCAD GRANTS SELF	Month 1 - Month 12												TOTAL					
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12						
MCAD	361.2	361.2	361.2	361.2	361.2	361.2	361.2	361.2	361.2	361.2	361.2	361.2	361.2	361.2	361.2	361.2	361.2	361.2
GRANTS	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0
SELF	129.8	129.8	129.8	129.8	129.8	129.8	129.8	129.8	129.8	129.8	129.8	129.8	129.8	129.8	129.8	129.8	129.8	129.8
TOTAL	516.0	516.0	516.0	516.0	516.0	516.0	516.0	516.0	516.0	516.0	516.0	516.0	516.0	516.0	516.0	516.0	516.0	516.0

Revenue

MCAD GRANTS SELF	Month 1 - Month 12												Total Year One					
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12						
MCAD	\$52,741	\$52,741	\$52,741	\$52,741	\$52,741	\$52,741	\$52,741	\$52,741	\$52,741	\$52,741	\$52,741	\$52,741	\$52,741	\$52,741	\$52,741	\$52,741	\$52,741	\$52,741
GRANTS	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
SELF	\$2,596	\$2,596	\$2,596	\$2,596	\$2,596	\$2,596	\$2,596	\$2,596	\$2,596	\$2,596	\$2,596	\$2,596	\$2,596	\$2,596	\$2,596	\$2,596	\$2,596	\$2,596
TOTAL	\$57,337	\$57,337	\$57,337	\$57,337	\$57,337	\$57,337	\$57,337	\$57,337	\$57,337	\$57,337	\$57,337	\$57,337	\$57,337	\$57,337	\$57,337	\$57,337	\$57,337	\$57,337

Productivity/ Revenue Assumptions

Provider Staffing:
 WCMH Physician effective GFHC Month 1
 WCMH APRN effective GFHC Month 1
 WCMH Mid Wife effective GFHC Month 1
 GFHC Medical Director effective GFHC Month 1 = 4 hours per month
 Payor Mix:
 Starts with mix of 70% Medicaid and 30% Self/ Grants, increasing to 80% Medicaid and 20% Self by Month 10
 Of the 30% self pay, assume 25 visits per month in M1-6 and 40 visits M7-12 will be reimbursed by WCMH WV, COLO and BCCG grants
 Productivity:
 Visit Productivity standards 3,800 per 1 FTE MD and 2,250 per 1 FTE MD level in Yr One
 effective on GFHC Month 1
 GFHC Productivity standards not sensitive to GYN vs OB Mix due to cost based reimbursement

Huber, Jack

To: jfeldman@goodwin.com
Subject: Windham Hospital's Proposal to Terminate Prenatal Clinic Services - DN: 12-31782-CON

Dear Attorney Feldman - OHCA has completed its initial review of the above referenced CON application. Prior to deeming the application complete, OHCA is asking the Applicants, Windham Community Memorial Hospital and Generations Family Health Center, Inc., to recast their respective Financial Attachment 1s. OHCA believes it is important to be able to conduct a comparative financial review by Applicant over the term of the Community Support Grant Agreement. Please provide the revised Financial Attachment 1s in accordance with the instructions presented in steps 1 through 3 below as well as responses to the need for additional information in items 4.a. through 4.b. below. Should either of the Applicant's financial assumptions change from the assumptions that were provided in the CON application, please have them provide those revised financial assumptions with an accompanying explanation.

1. Each attachment is to include actual revenue and expenses for FY 2011 and projected revenue and expenses for FYs 2012, 2013, 2014, 2015, 2016 and 2017 (i.e. the current as well as the five fiscal years associated with the Community Support Grant Agreement) showing the projections without the CON project, the incremental projections attributable to the CON, and the projections with the CON project.
2. Each attachment is to include actual FTEs for FY 2011 and projected FTEs for FYs 2012, 2013, 2014, 2015, 2016 and 2017 (i.e. the current as well as the five fiscal years associated with the Community Support Grant Agreement) showing the projections without the CON project, the incremental projections attributable to the CON, and the projections with the CON project.
3. Each attachment is to include actual volume statistics in visits only for FY 2011 and projected volume statistics in visits only for FYs 2012, 2013, 2014, 2015, 2016 and 2017 (i.e. the current as well as the five fiscal years associated with the Community Support Grant Agreement) showing the projections without the CON project, the incremental projections attributable to the CON, and the projections with the CON project.
4. Also please address the following:
 - a. Explain the difference in Revenue from Operations amounts between the Hospital's operation of the clinic and the proposed Health Center's operation of the clinic.
 - b. Explain the changing staffing requirements between the Hospital's operation of the clinic and the proposed Health Center's operation of the clinic.
 - c. Explain the difference in Professional/Contracted Services expense amounts between the Hospital's operation of the clinic and the proposed Health Center's operation of the clinic.
 - d. Explain the difference in Supply/Drug expense amounts between the Hospital's operation of the clinic and the proposed Health Center's operation of the clinic.

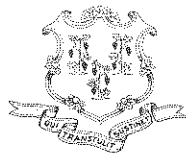
Additionally, I have been asked to work with you on the planning of public hearing for this proposal, which would take place at a neutral site in Willimantic in the latter part of October or early November 2012. Please call me at (860) 418-7069 so that we can begin discussions regarding the public hearing. Thank you for your attention to this matter.

Regards, Jack

Jack Huber
DPH – OHCA Health Care Analyst


STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

Jewel Mullen, M.D., M.P.H., M.P.A.
Commissioner



Dannel P. Malloy
Governor
Nancy Wyman
Lt. Governor

TO: Kevin Hansted, Hearing Officer

FROM: Jewel Mullen, M.D., M.P.H., M.P.A., Commissioner 

DATE: October 10, 2012

RE: Certificate of Need Application; Docket Number: 12-31782-CON
Windham Community Memorial Hospital, Inc.
Proposal to Terminate Outpatient Prenatal Clinic Services and Transfer
These Services to Generations Family Health Center in Willimantic, CT.

I hereby designate you to sit as a hearing officer in the above-captioned matter to rule on all motions and recommend findings of fact and conclusions of law upon completion of the hearing.



Phone: (860) 509-8000 • Fax: (860) 509-7184 • VP: (860) 899-1611
410 Capitol Avenue, P.O. Box 34038
Hartford, Connecticut 06134-0308
www.ct.gov/dph

Affirmative Action/Equal Opportunity Employer

Huber, Jack

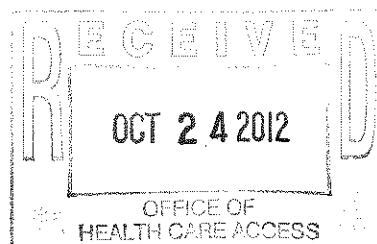
From: Carannante, Vincenzo <VCarannante@goodwin.com>
Sent: Wednesday, October 24, 2012 8:58 AM
To: Huber, Jack
Cc: Feldman, Joan
Subject: FW: Windham Hospital's Proposal to Terminate Prenatal Clinic Services - DN: 12-31782-CON
Attachments: Completeness Question Responses Re_Windham and Generations CON Application to Terminate and Transfe.DOC; Windham Hospital_s Revised Financial Attachment I and II for Windham Hospital - Generations CON.XLS; Generations_ Revised Financial Attachment I and II for Windham Hospital - Generations CON.XLSX; DN 12-31782-CON.pdf

Hello Jack: On behalf of the Applicants in the above-referenced matter, attached please find the Applicants' responses to your email correspondence dated September 20, 2012. I have attached MS word and excel versions of the responses/attachments as well as a scanned/PDF copy of the entire response. Please do not hesitate to contact me if you have any questions or need anything else.

Vin

Vincenzo Carannante
Associate
Health Law Practice Group

Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103-1919
ph: 860-251-5096
fx: 860-251-5311
vcarannante@goodwin.com
www.shipmangoodwin.com



THE INFORMATION IN THIS TRANSMISSION IS PRIVILEGED AND CONFIDENTIAL AND INTENDED ONLY FOR THE RECIPIENT LISTED ABOVE. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY E-MAIL AND DELETE THE ORIGINAL MESSAGE. THE TEXT OF THIS E-MAIL IS SIMILAR TO ORDINARY TELEPHONE OR FACE-TO-FACE CONVERSATIONS AND DOES NOT REFLECT THE LEVEL OF FACTUAL OR LEGAL INQUIRY OR ANALYSIS WHICH WOULD BE APPLIED IN THE CASE OF A FORMAL LEGAL OPINION.

From: Huber, Jack [<mailto:Jack.Huber@ct.gov>]
Sent: Thursday, September 20, 2012 1:38 PM
To: Feldman, Joan
Subject: Windham Hospital's Proposal to Terminate Prenatal Clinic Services - DN: 12-31782-CON

Dear Attorney Feldman - OHCA has completed its initial review of the above referenced CON application. Prior to deeming the application complete, OHCA is asking the Applicants, Windham Community Memorial Hospital and Generations Family Health Center, Inc., to recast their respective Financial Attachment 1s. OHCA believes it is important to be able to conduct a comparative financial review by Applicant over the term of the Community Support Grant Agreement. Please provide the revised Financial Attachment 1s in accordance with the instructions presented in steps 1 through 3 below as well as responses to the need for additional information in items 4.a. through 4.b. below. Should either of the Applicant's financial assumptions change from the assumptions that were provided in the CON application, please have them provide those revised financial assumptions with an accompanying explanation.

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3. Each attachment is to include actual volume statistics in visits only for FY 2011 and projected volume statistics in visits only for FYs 2012, 2013, 2014, 2015, 2016 and 2017 (i.e. the current as well as the five fiscal years associated with the Community Support Grant Agreement) showing the projections without the CON project, the incremental projections attributable to the CON, and the projections with the CON project.
4. Also please address the following:
 - a. Explain the difference in Revenue from Operations amounts between the Hospital's operation of the clinic and the proposed Health Center's operation of the clinic.
 - b. Explain the changing staffing requirements between the Hospital's operation of the clinic and the proposed Health Center's operation of the clinic.
 - c. Explain the difference in Professional/Contracted Services expense amounts between the Hospital's operation of the clinic and the proposed Health Center's operation of the clinic.
 - d. Explain the difference in Supply/Drug expense amounts between the Hospital's operation of the clinic and the proposed Health Center's operation of the clinic.

Additionally, I have been asked to work with you on the planning of public hearing for this proposal, which would take place at a neutral site in Willimantic in the latter part of October or early November 2012. Please call me at (860) 418-7069 so that we can begin discussions regarding the public hearing. Thank you for your attention to this matter. Regards, Jack

Jack Huber
DPH – OHCA Health Care Analyst

DN: 12-31782-CON

1. Each attachment is to include actual revenue and expenses for FY 2011 and projected revenue and expenses for FYs 2012, 2013, 2014, 2015, 2016 and 2017 (i.e. the current as well as the five fiscal years associated with the Community Support Grant Agreement) showing the projections without the CON project , the incremental projections attributable to the CON, and the projections with the CON project.

**Please see Attachment S for the Hospital's revised Financial Attachment I and II.
Please see Attachment T for Generations' revised Financial Attachment I and II.**

2. Each attachment is to include actual FTEs for FY 2011 and projected FTEs for FYs 2012, 2013, 2014, 2015, 2016 and 2017 (i.e. the current as well as the five fiscal years associated with the Community Support Grant Agreement) showing the projections without the CON project , the incremental projections attributable to the CON, and the projections with the CON project.

**Please see Attachment S for the Hospital's revised Financial Attachment I and II.
Please see Attachment T for Generations' revised Financial Attachment I and II.**

3. Each attachment is to include actual volume statistics in visits only for FY 2011 and projected volume statistics in visits only for FYs 2012, 2013, 2014, 2015, 2016 and 2017 (i.e. the current as well as the five fiscal years associated with the Community Support Grant Agreement) showing the projections without the CON project , the incremental projections attributable to the CON, and the projections with the CON project.

**Please see Attachment S for the Hospital's revised Financial Attachment I and II.
Please see Attachment T for Generations' revised Financial Attachment I and II.**

4. Also please address the following:
 - a. Explain the difference in Revenue from Operations amounts between the Hospital's operation of the clinic and the proposed Health Center's operation of the clinic.

The difference in Revenue from Operations amounts is based on the expectation that the volume of patients/visits will increase significantly under Generations' operation because Generations serves more patients in need of these services. Moreover, Generations receives a higher Medicaid reimbursement rate from the Connecticut Department of Social Services for prenatal services because it is a Federally Qualified Health Center.

- b. Explain the changing staffing requirements between the Hospital's operation of the clinic and the proposed Health Center's operation of the clinic.

The changing staffing requirements are based on Generations' expectation that it will experience an increased volume of patients/visits at the Clinic which thereby necessitates additional staff.

- c. Explain the difference in Professional/Contracted Services expense amounts between the Hospital's operation of the clinic and the proposed Health Center's operation of the clinic.

Currently, the physician services provided at the Clinic are provided by private physicians who bill for their own services and do not result in any expense amounts to the Hospital's Professional/Contracted Services line item in Financial Attachment I. Moreover, the Hospital currently employs the APRN and Midwife (not the physicians) who provide services at the Clinic. As a result of being directly employed by the Hospital, the expense amounts for these providers are reflected in the Salaries and Fringe Benefits line item in Financial Attachment I for the Hospital instead of the Professional/Contracted Services line item. However, under Generations' operation, Generations and the Hospital will enter into a Clinical Staff Lease Agreement wherein Generations will contract for or lease the Clinic providers from the Hospital. Accordingly, these leased employee expenses will be reflected in Generations' Professional/Contracted Services line item in Financial Attachment I.

- d. Explain the difference in Supply/Drug expense amounts between the Hospital's operation of the clinic and the proposed Health Center's operation of the clinic.

The difference in Supply/Drug expense amounts is based on the expectation that the volume of patients/visits will increase significantly under Generations' proposed operation.

Attachment S: REVISED FINANCIAL ATTACHMENT I (Windham Hospital)

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

Total Facility: Description	FY 2011		FY 2012		FY 2013		FY 2014		FY 2015		FY 2016		FY 2017		FY 2018	
	Actual Results	Projected With CON	Projected Without CON	Projected Incremental	Projected With CON	Projected Without CON	Projected Incremental	Projected With CON	Projected Without CON	Projected Incremental	Projected With CON	Projected Without CON	Projected Incremental	Projected With CON	Projected Without CON	Projected Incremental
NET PATIENT REVENUE																
Non-government	\$42,318,012	\$43,318,012	\$43,457,000	\$43,457,000	\$43,457,000	\$43,457,000	\$43,457,000	\$43,457,000	\$43,457,000	\$43,457,000	\$43,457,000	\$43,457,000	\$43,457,000	\$43,457,000	\$43,457,000	\$43,457,000
Medicare	\$38,607,871	\$38,607,871	\$38,647,000	\$38,647,000	\$38,647,000	\$38,647,000	\$38,647,000	\$38,647,000	\$38,647,000	\$38,647,000	\$38,647,000	\$38,647,000	\$38,647,000	\$38,647,000	\$38,647,000	\$38,647,000
Medicaid	\$12,188,446	\$12,188,446	\$12,248,000	\$12,248,000	\$12,248,000	\$12,248,000	\$12,248,000	\$12,248,000	\$12,248,000	\$12,248,000	\$12,248,000	\$12,248,000	\$12,248,000	\$12,248,000	\$12,248,000	\$12,248,000
Other Government	\$3,331,000	\$3,331,000	\$3,331,000	\$3,331,000	\$3,331,000	\$3,331,000	\$3,331,000	\$3,331,000	\$3,331,000	\$3,331,000	\$3,331,000	\$3,331,000	\$3,331,000	\$3,331,000	\$3,331,000	\$3,331,000
Total Net Patient Revenue	\$96,635,329	\$96,635,329	\$97,683,000	\$97,683,000	\$97,683,000	\$97,683,000	\$97,683,000	\$97,683,000	\$97,683,000	\$97,683,000	\$97,683,000	\$97,683,000	\$97,683,000	\$97,683,000	\$97,683,000	\$97,683,000
Other Diagnostic Revenues	\$3,624,000	\$3,624,000	\$3,624,000	\$3,624,000	\$3,624,000	\$3,624,000	\$3,624,000	\$3,624,000	\$3,624,000	\$3,624,000	\$3,624,000	\$3,624,000	\$3,624,000	\$3,624,000	\$3,624,000	\$3,624,000
Revenues from Operations	\$100,259,329	\$100,259,329	\$101,307,000	\$101,307,000	\$101,307,000	\$101,307,000	\$101,307,000	\$101,307,000	\$101,307,000	\$101,307,000	\$101,307,000	\$101,307,000	\$101,307,000	\$101,307,000	\$101,307,000	\$101,307,000
OPERATING EXPENSES																
Salaries and Fringe Benefits	\$58,606,000	\$58,606,000	\$58,606,000	\$58,606,000	\$58,606,000	\$58,606,000	\$58,606,000	\$58,606,000	\$58,606,000	\$58,606,000	\$58,606,000	\$58,606,000	\$58,606,000	\$58,606,000	\$58,606,000	\$58,606,000
Medical and Ancillary Services	\$18,142,000	\$18,142,000	\$18,142,000	\$18,142,000	\$18,142,000	\$18,142,000	\$18,142,000	\$18,142,000	\$18,142,000	\$18,142,000	\$18,142,000	\$18,142,000	\$18,142,000	\$18,142,000	\$18,142,000	\$18,142,000
Supplies and Drugs	\$13,434,000	\$13,434,000	\$13,434,000	\$13,434,000	\$13,434,000	\$13,434,000	\$13,434,000	\$13,434,000	\$13,434,000	\$13,434,000	\$13,434,000	\$13,434,000	\$13,434,000	\$13,434,000	\$13,434,000	\$13,434,000
Bed Billed	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000
Other Operating Expense	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000	\$20,000,000
Depreciation/Amortization	\$1,187,000	\$1,187,000	\$1,187,000	\$1,187,000	\$1,187,000	\$1,187,000	\$1,187,000	\$1,187,000	\$1,187,000	\$1,187,000	\$1,187,000	\$1,187,000	\$1,187,000	\$1,187,000	\$1,187,000	\$1,187,000
Interest Expense	\$559,000	\$559,000	\$559,000	\$559,000	\$559,000	\$559,000	\$559,000	\$559,000	\$559,000	\$559,000	\$559,000	\$559,000	\$559,000	\$559,000	\$559,000	\$559,000
Lease Expense	\$30,302,000	\$30,302,000	\$30,302,000	\$30,302,000	\$30,302,000	\$30,302,000	\$30,302,000	\$30,302,000	\$30,302,000	\$30,302,000	\$30,302,000	\$30,302,000	\$30,302,000	\$30,302,000	\$30,302,000	\$30,302,000
Total Operating Expense	\$142,730,000	\$142,730,000	\$142,730,000	\$142,730,000	\$142,730,000	\$142,730,000	\$142,730,000	\$142,730,000	\$142,730,000	\$142,730,000	\$142,730,000	\$142,730,000	\$142,730,000	\$142,730,000	\$142,730,000	\$142,730,000
Gain/(Loss) from Operations	\$57,875,329	\$57,875,329	\$58,680,000	\$58,680,000	\$58,680,000	\$58,680,000	\$58,680,000	\$58,680,000	\$58,680,000	\$58,680,000	\$58,680,000	\$58,680,000	\$58,680,000	\$58,680,000	\$58,680,000	\$58,680,000
Plus: Non-Operating Revenue	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000	\$470,000
Revenue Contribution Expense	\$1,722,000	\$1,722,000	\$1,722,000	\$1,722,000	\$1,722,000	\$1,722,000	\$1,722,000	\$1,722,000	\$1,722,000	\$1,722,000	\$1,722,000	\$1,722,000	\$1,722,000	\$1,722,000	\$1,722,000	\$1,722,000
FTEs	603.1	603.1	603.1	603.1	603.1	603.1	603.1	603.1	603.1	603.1	603.1	603.1	603.1	603.1	603.1	603.1

*Volume Statistics: 153,139 153,139 153,873 (413,020) 153,163 153,796 (410) 153,266 (410) 153,887 (410) 153,277 (410) 153,187 (410) 153,187 (410) 153,187 (410) 153,187 (410) 153,187 (410) 153,187 (410) 153,187 (410)

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

Attachment S: REVISED FINANCIAL ATTACHMENT II (Windham Hospital)

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

Type of Service Description	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Type of Unit Description:	Rate	Units	Gross Revenue	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue	Operating Expenses	Gain/(Loss) from Operations	
# of Months in Operation			Col. 2 * Col. 3				Col.4 - Col.5 -Col.6 - Col.7	Col. 4 / Col. 4 Total	Col. 8 - Col. 9	
FY <u>2012</u>										
FY Projected Incremental										
Total Incremental Expenses:	\$0									
Total Facility by Payer Category:										
Medicare	\$0	0	\$0	\$0			\$0	\$0	\$0	
Medicaid Procedures (Prof fee)	\$0	0	\$0	\$0			\$0	\$0	\$0	
Medicaid Visits	\$0	0	\$0	\$0			\$0	\$0	\$0	
Medicaid Ancillary	\$0	0	\$0	\$0			\$0	\$0	\$0	
CHAMPUS/TRICare	\$0	0	\$0	\$0			\$0	\$0	\$0	
Total Governmental	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Commercial Insurers	\$0	0	\$0	\$0			\$0	\$0	\$0	
Uninsured Procedures (Prof fee)	\$0	0	\$0	\$0			\$0	\$0	\$0	
Uninsured Ancillary	\$0	0	\$0	\$0			\$0	\$0	\$0	
Uninsured	\$0	0	\$0	\$0			\$0	\$0	\$0	
Total NonGovernment	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total All Payers	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

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

Type of Service Description Comprehensive Women's Health Clinic
 Type of Unit Description: Visits
 # of Months in Operation 12

FY 2013
 FY Projected Incremental Total Incremental Expenses: \$127,000

Total Facility by Payer Category:

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
		Rate	Units	Gross Revenue Col. 2 * Col. 3	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue Col. 4 - Col.5 -Col.6 - Col.7	Operating Expenses Col. 1 Total *	Gain/(Loss) from Operations Col. 8 - Col. 9
Medicare	\$176		(16)	(\$2,814)	(\$2,505)			(\$310)	(\$381)	\$72
Medicaid Procedures (Prof fee)	\$4,820		107	\$515,739	\$429,611			\$86,128	\$69,866	\$16,262
Medicaid Visits	\$176		(864)	(\$151,969)	(\$104,859)			(\$47,110)	(\$20,587)	(\$26,523)
Medicaid Ancillary	\$822		742	\$610,153	\$494,153			\$116,000	\$82,657	\$33,344
CHAMPUS/TriCare	\$176			\$0				\$0	\$0	\$0
Total Governmental	\$5,172		(31)	\$971,109	\$816,401	\$0	\$0	\$154,709	\$131,555	\$23,154
Commercial Insurers	\$176		(52)	(\$9,146)	(\$6,585)			(\$2,561)	(\$1,239)	(\$1,322)
Uninsured Procedures (Prof fee)	\$4,820		3	\$14,460		\$14,460		(\$0)	\$1,959	(\$1,959)
Uninsured Ancillary	\$822		31	\$25,089		\$25,089		\$0	\$3,399	(\$3,399)
Uninsured	\$176		(364)	(\$64,024)		(\$64,024)		\$0	(\$8,673)	\$8,673
Total NonGovernment	\$176		(382)	(\$33,621)	(\$6,585)	(\$24,475)	\$0	(\$2,561)	(\$4,555)	\$1,994
Total All Payers	\$5,348		(413)	\$937,488	\$809,815	(\$24,475)	\$0	\$152,148	\$126,999	\$25,148

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

Type of Service Description: Comprehensive Women's Health Clinic
 Type of Unit Description: Visits
 # of Months in Operation: 12

FY	2014	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
FY Projected Incremental		Rate	Units	Gross Revenue	Allowances/Deductions	Charity Care	Bad Debt	Net Revenue	Operating Expenses	Gain/(Loss)	
Total Incremental Expenses:				Col. 2 * Col. 3				Col. 4 - Col. 5 - Col. 6 - Col. 7	Col. 1 Total * Col. 4 / Col. 4 Total	Col. 8 - Col. 9	
Total Facility by Payer Category:											
Medicare		\$176	(16)	(\$2,814)	(\$2,505)			(\$310)	(\$109)	(\$200)	
Medicaid Procedures (Prof fee)		\$4,820	111	\$532,736	\$443,769			\$88,967	\$20,651	\$68,316	
Medicaid Visits		\$176	(864)	(\$151,969)	(\$104,859)			(\$47,110)	(\$5,891)	(\$41,219)	
Medicaid Ancillary		\$822	742	\$610,153	\$494,153			\$116,000	\$23,652	\$92,348	
CHAMPUS/Tricare		\$176		\$0				\$0	\$0	\$0	
Total Governmental		\$5,172	(27)	\$988,106	\$830,559	\$0	\$0	\$157,547	\$38,303	\$119,244	
Commercial Insurers		\$176	(52)	(\$9,146)	(\$6,585)			(\$2,561)	(\$355)	(\$2,206)	
Uninsured Procedures (Prof fee)		\$4,820	3	\$14,460		\$14,460		(\$0)	\$561	(\$561)	
Uninsured Ancillary		\$822	31	\$25,089		\$25,089		\$0	\$973	(\$973)	
Uninsured		\$176	(364)	(\$64,024)		(\$64,024)		\$0	(\$2,482)	\$2,482	
Total NonGovernment		\$176	(382)	(\$33,621)	(\$6,585)	(\$24,475)	\$0	(\$2,561)	(\$1,303)	(\$1,258)	
Total All Payers		\$5,348	(410)	\$954,485	\$823,974	(\$24,475)	\$0	\$154,986	\$37,000	\$117,986	

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

Type of Service Description: Comprehensive Women's Health Clinic
 Type of Unit Description: Procedures/Visits
 # of Months in Operation: 12

FY	2015	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
FY Projected Incremental	Total Incremental Expenses:	Rate	Units	Gross Revenue	Allowances/Deductions	Charity Care	Bad Debt	Net Revenue	Operating Expenses	Gain/(Loss) from Operations	
				Col. 2 * Col. 3				Col. 4 - Col. 5 -Col. 6 - Col. 7	Col. 1 Total * Col. 4 / Col. 4 Total	Col. 8 - Col. 9	
Total Facility by Payer Category:											
Medicare		\$176	(16)	(\$2,814)	(\$2,505)			(\$310)	(\$147)	(\$162)	
Medicaid Procedures (Prof fee)		\$4,820	111	\$532,736	\$443,769			\$88,967	\$27,907	\$61,060	
Medicaid Visits		\$176	(864)	(\$151,969)	(\$104,859)			(\$47,110)	(\$7,961)	(\$39,150)	
Medicaid Ancillary		\$822	742	\$610,153	\$494,153			\$116,000	\$31,962	\$84,038	
CHAMPUS/Tricare		\$176		\$0				\$0	\$0	\$0	
Total Governmental		\$5,172	(27)	\$988,106	\$830,559	\$0	\$0	\$157,547	\$51,761	\$105,786	
Commercial Insurers		\$176	(52)	(\$9,146)	(\$6,585)			(\$2,561)	(\$479)	(\$2,082)	
Uninsured Procedures (Prof fee)		\$4,820	3	\$14,460	\$14,460			\$0	\$757	(\$758)	
Uninsured Ancillary		\$822	31	\$25,089	\$25,089	\$14,460		\$0	\$1,314	(\$1,314)	
Uninsured		\$176	(364)	(\$64,024)	(\$64,024)	\$25,089		\$0	(\$3,354)	\$3,354	
Total NonGovernment		\$176	(382)	(\$33,621)	(\$6,585)	(\$24,475)	\$0	(\$2,561)	(\$1,761)	(\$800)	
Total All Payers		\$5,348	(410)	\$954,485	\$823,974	(\$24,475)	\$0	\$154,986	\$50,000	\$104,986	

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

Type of Service Description: Comprehensive Women's Health Clinic
 Type of Unit Description: Procedures/Visits
 # of Months in Operation: 12

FY	2016	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
FY Projected Incremental		Rate	Gross Revenue	Charity	Net Revenue	Operating Expenses	Gain/(Loss) from Operations				
Total Incremental Expenses:	\$62,000		Col. 2 * Col. 3	Col. 4 - Col. 5	Col. 4 - Col. 5	Col. 4 / Col. 4 Total	Col. 8 - Col. 9				
Total Facility by Payer Category:											
Medicare		\$176	(\$2,814)	(\$2,505)	(\$310)	(\$183)	(\$127)				
Medicaid Procedures (Prof fee)		\$4,820	\$532,736	\$443,769	\$88,967	\$34,605	\$54,362				
Medicaid Visits		\$176	(\$151,969)	(\$104,859)	(\$47,110)	(\$9,871)	(\$37,239)				
Medicaid Ancillary		\$822	\$610,153	\$494,153	\$116,000	\$39,633	\$76,367				
CHAMPUS/Tricare		\$176	\$0	\$0	\$0	\$0	\$0				
Total Governmental		\$5,172	\$988,106	\$830,559	\$157,547	\$64,184	\$93,363				
Commercial insurers		\$176	(\$9,146)	(\$6,585)	(\$2,561)	(\$594)	(\$1,967)				
Uninsured Procedures (Prof fee)		\$4,820	\$14,460	\$14,460	(\$0)	\$939	(\$939)				
Uninsured Ancillary		\$822	\$25,089	\$25,089	\$0	\$1,630	(\$1,630)				
Uninsured		\$176	(\$64,024)	(\$64,024)	\$0	(\$4,159)	\$4,159				
Total NonGovernment		\$176	(\$33,621)	(\$6,585)	(\$2,561)	(\$2,184)	(\$377)				
Total All Payers		\$5,348	\$954,485	\$823,974	\$154,986	\$62,000	\$82,986				

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

Type of Service Description: Comprehensive Women's Health Clinic
 Type of Unit Description: Procedures/Visits
 # of Months in Operation: 12

FY	2017	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
FY Projected Incremental		Rate	Units	Gross Revenue	Allowances/Deductions	Charity Care	Bad Debt	Net Revenue	Operating Expenses	Gain/(Loss) from Operations	
Total Incremental Expenses:				Col. 2 * Col. 3				Col.4 - Col.5 - Col.6 - Col.7	Col. 1 Total *	Col. 8 - Col. 9	
Total Facility by Payer Category:											
Medicare		\$176	(15)	(\$2,814)	(\$2,505)			(\$310)	(\$206)	(\$103)	
Medicaid Procedures (Prof fee)		\$4,820	111	\$532,736	\$443,769			\$88,967	\$39,070	\$49,897	
Medicaid Visits		\$176	(864)	(\$151,969)	(\$104,859)			(\$47,110)	(\$11,145)	(\$35,965)	
Medicaid Ancillary		\$822	742	\$610,153	\$494,153			\$116,000	\$44,747	\$71,253	
CHAMPUS/TriCare		\$176		\$0				\$0	\$0	\$0	
Total Governmental		\$5,172	(27)	\$988,106	\$830,559	\$0	\$0	\$157,547	\$72,466	\$85,081	
Commercial Insurers		\$176	(52)	(\$9,146)	(\$6,585)			(\$2,561)	(\$671)	(\$1,890)	
Uninsured Procedures (Prof fee)		\$4,820	3	\$14,460		\$14,460		(\$0)	\$1,060	(\$1,060)	
Uninsured Ancillary		\$822	31	\$25,089		\$25,089		\$0	\$1,840	(\$1,840)	
Uninsured		\$176	(364)	(\$64,024)		(\$64,024)		\$0	(\$4,695)	\$4,695	
Total NonGovernment		\$176	(382)	(\$33,621)	(\$6,585)	(\$24,475)	\$0	(\$2,561)	(\$2,466)	(\$95)	
Total All Payers		\$5,348	(410)	\$954,485	\$823,974	(\$24,475)	\$0	\$154,986	\$70,000	\$84,986	

Attachment T: REVISED FINANCIAL ATTACHMENT I (Generations)

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

Total Facility Description	FY 2011 Actual Results	FY 2012		FY 2013		FY 2014		FY 2015		FY 2016		FY 2017		FY 2017	
		Projected Without CON	Projected Incremental With CON	Projected Without CON	Projected Incremental With CON	Projected Without CON	Projected Incremental With CON	Projected Without CON	Projected Incremental With CON	Projected Without CON	Projected Incremental With CON	Projected Without CON	Projected Incremental With CON	Projected Without CON	Projected Incremental With CON
NET PATIENT REVENUE															
Non-Government	\$1,060,033	\$1,269,946	\$1,269,946	\$1,624,092	\$55,912	\$1,670,004	\$1,556,564	\$50,120	\$1,720,815	\$1,723,489	\$50,120	\$1,773,609	\$1,757,989	\$50,120	\$1,808,079
Medicare	\$749,436	\$906,383	\$906,383	\$736,564	\$0	\$735,164	\$749,587	\$764,065	\$764,865	\$780,162	\$780,162	\$780,162	\$796,765	\$796,765	\$796,765
Medicaid and Other Medical Assistance	\$5,443,607	\$5,583,692	\$5,583,692	\$10,354,126	\$666,786	\$11,020,912	\$10,561,238	\$780,224	\$11,341,433	\$10,967,981	\$780,224	\$11,748,105	\$11,207,639	\$780,224	\$11,997,863
Other Government	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Net Patient Patient Revenue	\$7,243,076	\$8,760,021	\$8,760,021	\$12,713,712	\$722,710	\$13,436,422	\$12,967,538	\$830,344	\$13,797,883	\$13,491,532	\$830,344	\$14,321,676	\$13,761,383	\$830,344	\$14,591,707
Other Operating Revenue	\$4,920,476	\$5,335,555	\$5,335,555	\$4,469,533	\$220,520	\$4,590,073	\$4,558,944	\$103,712	\$4,692,655	\$4,743,125	\$103,712	\$4,846,837	\$4,837,986	\$103,712	\$4,941,700
Revenue from Operations	\$12,163,552	\$15,165,876	\$15,165,876	\$17,182,925	\$943,230	\$18,126,155	\$17,526,584	\$934,056	\$18,480,640	\$18,234,657	\$934,056	\$18,688,713	\$18,599,361	\$934,056	\$19,533,407
OPERATING EXPENSES															
Salaries and Fringe Benefits	\$9,004,617	\$10,850,135	\$10,850,135	\$14,009,338	\$353,269	\$14,362,607	\$14,268,605	\$363,289	\$14,641,774	\$14,665,760	\$363,289	\$15,219,029	\$15,163,076	\$363,289	\$15,516,345
Professional / Contracted Services	\$629,776	\$609,843	\$609,843	\$295,455	\$422,942	\$718,397	\$301,364	\$422,942	\$724,305	\$313,539	\$422,942	\$736,481	\$313,539	\$422,942	\$749,782
Supplies and Drugs	\$554,205	\$915,865	\$915,865	\$830,817	\$39,063	\$869,880	\$847,433	\$41,500	\$905,982	\$881,570	\$41,500	\$923,170	\$881,570	\$41,500	\$940,803
Bad Debts	\$289,831	\$764,911	\$764,911	\$236,500	\$0	\$236,500	\$241,230	\$0	\$246,055	\$250,376	\$0	\$250,376	\$255,985	\$0	\$255,985
Other Operating Expense	\$954,774	\$975,037	\$975,037	\$409,506	\$63,955	\$473,462	\$417,895	\$52,345	\$478,395	\$434,371	\$52,345	\$486,916	\$443,282	\$52,345	\$496,627
Subtotal	\$11,533,303	\$14,115,791	\$14,115,791	\$15,760,616	\$879,230	\$16,639,846	\$16,095,228	\$370,056	\$16,965,284	\$16,418,153	\$370,056	\$17,616,572	\$17,081,446	\$370,056	\$17,951,602
Depreciation/Amortization	\$189,153	\$404,111	\$404,111	\$606,808	\$0	\$606,808	\$518,944	\$618,944	\$531,323	\$643,560	\$643,560	\$643,560	\$665,828	\$665,828	\$665,828
Interest Expense	\$51,012	\$233,335	\$233,335	\$403,594	\$0	\$403,594	\$411,666	\$411,666	\$419,899	\$428,297	\$428,297	\$428,297	\$436,863	\$436,863	\$436,863
Lease Expense	\$7,473,444	\$225,845	\$225,845	\$1,134,027	\$64,000	\$1,198,027	\$1,156,708	\$64,000	\$1,220,708	\$1,179,842	\$64,000	\$1,267,439	\$1,227,507	\$64,000	\$1,291,507
Total Operating Expense	\$12,520,812	\$16,982,082	\$16,982,082	\$17,925,045	\$943,230	\$18,868,275	\$18,283,346	\$934,056	\$19,217,802	\$18,648,217	\$934,056	\$19,565,257	\$19,022,201	\$934,056	\$20,336,701
Gain/(Loss) from Operations	(\$37,260)	(\$423,406)	(\$423,406)	(\$742,120)	\$0	(\$742,120)	(\$756,962)	\$0	(\$756,962)	(\$772,102)	\$0	(\$787,544)	(\$803,295)	\$0	(\$803,295)
Plus: Non-Operating Revenue	\$2,499,064	\$779,900	\$779,900	\$424,542	\$424,542	\$424,542	\$424,542	\$424,542	\$424,542	\$424,542	\$424,542	\$424,542	\$424,542	\$424,542	\$424,542
Revenue Over/(Under) Expense	\$2,140,304	\$356,494	\$356,494	(\$317,578)	\$0	(\$317,578)	(\$332,420)	\$0	(\$332,420)	(\$347,560)	\$0	(\$363,002)	(\$370,262)	\$0	(\$370,262)
FTEs	160	170	170	175.27	5.73	186	184	188	188	192	192	192	196	196	196
Volts	62,243	65,046	65,046	101,712	5,199	107,910	103,748	6,685	110,431	105,821	6,685	114,623	110,096	6,685	116,781

*Volume Statistics: Provide projected inpatient and/or outpatient statistics for any new services and projected inpatient and/or outpatient statistics for any existing services which will change due to the proposal.

Attachment T: REVISED FINANCIAL ATTACHMENT II (Generations)

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

Type of Service Description	Generations Family Health Center, Inc. Women's Health Services									
Type of Unit Description:	VISITS									
# of Months in Operation	0: FY2012									
	Services do not commence until FY2013									
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	Rate	Units	Gross Revenue	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue	Operating Expenses	Gain/(Loss) from Operations	
			Col. 2 * Col. 3				Col.4 - Col.5	Col. 1 Total *	Col. 8 - Col. 9	
							-Col.6 - Col.7	Col. 4 / Col. 4 Total		
FY2012										
FY Projected Incremental										
Total Incremental Expenses:	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Medicare	\$146	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Medicaid	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CHAMPUS/Tricare	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Governmental										
Total Facility by Payer Category:										
Commercial Insurers	\$0	5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Uninsured	\$180	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total NonGovernment										
Total All Payers										
	\$0	5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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

Type of Service Description	Generations Family Health Center, Inc. Women's Health Services									
Type of Unit Description:	VISITS									
# of Months in Operation	12, FY2013									
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
		Rate	Units	Gross Revenue Col. 2 * Col. 3	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue Col.4 - Col.5 -Col.6 - Col.7	Operating Expenses Col. 1 Total * Col. 4 / Col. 4 Total	Gain/(Loss) from Operations Col. 8 - Col. 9
FY 2013										
FY Projected Incremental										
Total Incremental Expenses:										
Total Facility by Payer Category:										
Medicare		\$0		\$0				\$0	\$0	\$0
Medicaid		\$146	4,567	\$666,782	\$0	\$0	\$0	\$666,782	\$655,502	\$11,280
CHAMPUS/TriCare		\$0		\$0				\$0	\$0	\$0
Total Governmental			4,567	\$666,782	\$0	\$0	\$0	\$666,782	\$655,502	\$11,280
Commercial Insurers		\$0		\$0				\$0	\$0	\$0
Uninsured		\$180	1,626	\$292,680		\$236,752		\$55,928	\$287,728	(\$231,800)
Total NonGovernmental		\$0	1,631	\$292,680	\$0	\$236,752	\$0	\$55,928	\$287,728	(\$231,800)
Total All Payers		\$0	6,198	\$959,462	\$0	\$236,752	\$0	\$722,710	\$943,230	(\$220,520)

Community Support Grant
in this amount to be
issued by WCMH

Generations Family Health Center, Inc. Women's Health Services

Type of Service Description: VISITS
 Type of Unit Description: 12
 # of Months in Operation: FY2014

FY	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
		Rate	Units	Gross Revenue Col. 2 * Col. 3	Allowances Deductions	Charity Care	Bad Debt	Net Revenue Col. 4 - Col. 5 -Col. 6 - Col. 7	Operating Expenses Col. 1 Total * Col. 4 / Col. 4 Total	Gain/(Loss) from Operations Col. 8 - Col. 9
FY Projected Incremental										
Total Incremental Expenses:	\$934,056									
Total Facility by Payer Category:										
Medicare	\$0			\$0				\$0	\$0	\$0
Medicaid	\$146		5,344	\$780,224	\$0	\$0	\$0	\$780,224	\$713,990	\$66,234
CHAMPUS/TriCare	\$0			\$0				\$0	\$0	\$0
Total Governmental			5,344	\$780,224	\$0	\$0	\$0	\$780,224	\$713,990	\$66,234
Commercial Insurers	\$0		5	\$0				\$0	\$0	\$0
Uninsured	\$180		1,336	\$240,480		\$190,360		\$50,120	\$220,066	(\$169,946)
Total NonGovernment			1,341	\$240,480	\$0	\$190,360	\$0	\$50,120	\$220,066	(\$169,946)
Total All Payers		\$0	6,685	\$1,020,704	\$0	\$190,360	\$0	\$830,344	\$934,056	(\$103,712)

Community Support Grant
 in this amount to be
 issued by WCMH

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

Type of Service Description	Generations Family Health Center, Inc. Women's Health Services									
Type of Unit Description:	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
# of Months in Operation	VISITS	Rate	Units	Gross Revenue Col. 2 * Col. 3	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue Col. 4 - Col.5 -Col.6 - Col.7	Operating Expenses Col. 1 Total *	Gain/(Loss) from Operations Col. 8 - Col. 9
FY 2013										
FY Projected Incremental										
Total Incremental Expenses:	\$934,056									
Total Facility by Payer Category:										
Medicare		\$0		\$0				\$0	\$0	\$0
Medicaid		\$146	5,344	\$780,224	\$0	\$0	\$0	\$780,224	\$713,990	\$66,234
CHAMPUS/TriCare		\$0		\$0				\$0	\$0	\$0
Total Governmental			5,344	\$780,224	\$0	\$0	\$0	\$780,224	\$713,990	\$66,234
Commercial Insurers		\$0		\$0				\$0	\$0	\$0
Uninsured		\$180	1,336	\$240,480		\$190,360		\$50,120	\$220,066	(\$169,946)
Total NonGovernment		\$0	1,341	\$240,480	\$0	\$190,360	\$0	\$50,120	\$220,066	(\$169,946)
Total All Payers		\$0	6,685	\$1,020,704	\$0	\$190,360	\$0	\$830,344	\$934,056	(\$103,712)

Community Support Grant
in this amount to be
issued by WCMH

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

Type of Service Description	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Type of Unit Description:	Generations Family Health Center, Inc. Women's Health Services									
# of Months in Operation	VISITS	Rate	Units	Gross Revenue Col. 2 * Col. 3	Allowances/Deductions	Charity Care	Bad Debt	Net Revenue Col. 4 - Col. 5 - Col. 6 - Col. 7	Operating Expenses Col. 1 Total *	Gain/(Loss) from Operations Col. 8 - Col. 9
FY 2013										
FY Projected Incremental										
Total Incremental Expenses:	\$934,056									
Total Facility by Payer Category:										
Medicare				\$0				\$0	\$0	\$0
Medicaid		\$146	5,344	\$780,224	\$0	\$0	\$0	\$780,224	\$713,990	\$66,234
CHAMPUS/TriCare		\$0	5,344	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Governmental			5,344	\$780,224	\$0	\$0	\$0	\$780,224	\$713,990	\$66,234
Commercial Insurers		\$0	5	\$0				\$0	\$0	\$0
Uninsured		\$180	1,341	\$240,480		\$190,360		\$50,120	\$220,066	(\$169,946)
Total NonGovernment		\$0	1,341	\$240,480	\$0	\$190,360	\$0	\$50,120	\$220,066	(\$169,946)
Total All Payers		\$0	6,685	\$1,020,704	\$0	\$190,360	\$0	\$830,344	\$934,056	(\$103,712)

Community Support Grant in this amount to be issued by WCMH

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

Type of Service Description	Generations Family Health Center, Inc. Women's Health Services									
Type of Unit Description:	VISITS									
# of Months in Operation	12- FY2017									
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
		Rate	Units	Gross Revenue Col. 2 * Col. 3	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue Col.4 - Col.5 -Col.6 - Col.7	Operating Expenses Col. 1 Total * Col. 4 / Col. 4 Total	Gain/(Loss) from Operations Col. 8 - Col. 9
FY 2013										
FY Projected Incremental										
Total Incremental Expenses:										
Total Facility by Payer Category:										
Medicare										
Medicaid										
CHAMPUS/Tricare										
Total Governmental										
Commercial Insurers										
Uninsured										
Total NonGovernment										
Total All Payers										

Community Support Grant
in this amount to be
issued by WCMH

Huber, Jack

From: Feldman, Joan <JFeldman@goodwin.com>
Sent: Monday, October 22, 2012 10:50 AM
To: Huber, Jack
Cc: Carannante, Vincenzo; 'Shaw, Arvind'; Larcen, Stephen
Subject: Windham/Generations

Jack:

The contact person for Generations is listed below. We have agreed that the hearing will be held on November 28th from 3-6 p.m. You previously stated that the OHCA staff would like a tour of the facility. Were you interested in seeing the prenatal clinic space located at Windham Hospital or the Generations' facility?

Thank you.

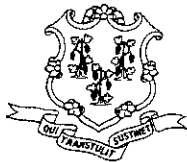
Joan

The Willimantic site is located at 40 Mansfield Ave. Willimantic Ct 06226

Sandy Silvay will be their contact person (860) 456- 6270

Joan W. Feldman | Partner | Chair, Health Law Practice Group | Shipman & Goodwin LLP | One Constitution Plaza |
Hartford, CT 06103 |
860.251.5104 (voice) | 860.251.5211 (fax) | jfeldman@goodwin.com | www.shipmangoodwin.com

The information in this transmission is privileged and confidential and intended only for the recipient listed above. If you have received this transmission in error, please notify us immediately by e-mail and delete the original message. The text of this e-mail is similar to ordinary telephone or face-to-face conversations and does not reflect the level of factual or legal inquiry or analysis which would be applied in the case of a formal legal opinion.



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

October 25, 2012

Via Fax and Regular Mail

Stephen Larcen
President & Chief Executive Officer
Windham Community Memorial Hospital
112 Mansfield Avenue
Willimantic, CT 06226

Arvind Shaw
Chief Executive Officer
Generations Family Health Center, Inc.
40 Mansfield Avenue
Willimantic, CT 06226

RE: Certificate of Need Application; Docket Number: 12-31782-CON
Windham Community Memorial Hospital & Generations Family Health Center, Inc.
Proposal to Terminate the Hospital's Outpatient Prenatal Clinic Services and to Continue
the Provision of These Services and the Operation of the Prenatal Clinic by the
Generations Family Health Center in Willimantic, CT

Dear Mr. Larcen & Mr. Shaw:

This letter is to inform you that, pursuant to Section 19a-639a(d) of the Connecticut General Statutes, the Office of Health Care Access has determined that the above-referenced application has been deemed complete as of October 24, 2012. October 24, 2012, also begins the ninety-day review period of the application.

If you have any questions regarding this matter, please feel free to contact me at (860) 418-7069.

Sincerely,

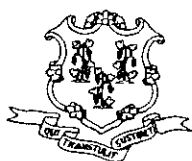
A handwritten signature in cursive script that reads "Jack A. Huber".

Jack A. Huber
OHCA Health Care Analyst

 *** TX REPORT ***

TRANSMISSION OK

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 ST. TIME 10/26 09:54
 TIME USE 00'51
 PAGES SENT 2
 RESULT OK



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

FAX SHEET

TO: MR. STEPHEN LARCEN

FAX: (860) 456-6838

AGENCY: WINDHAM HOSPITAL

FROM: JACK A. HUBER

DATE: 10/26/2012 Time: 9:50 Am

NUMBER OF PAGES: 2
(including transmittal sheet)

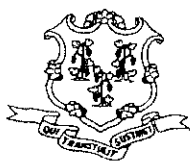
Comments: Transmitted:

Letter Deeming the CON Application Complete for the
 Proposal to Terminate Prenatal Clinic Services at the Hospital and
 Transfer these Services to Generations Family Health Center in
 Willimantic
 DN: 12-31782-CON

*** TX REPORT ***

TRANSMISSION OK

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

FAX SHEET

TO: MR. ARVIND SHAW

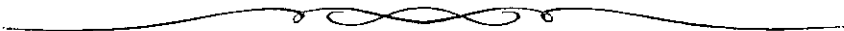
FAX: (860) 450-7475

AGENCY: GENERATIONS FAMILY HEALTH CENTER

FROM: JACK A. HUBER

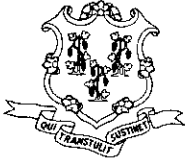
DATE: 10/26/2012 Time: 9:50 AM

NUMBER OF PAGES: 2
(including transmittal sheet)



Comments: Transmitted:

Letter Deeming the CON Application Complete for the
Proposal to Terminate Prenatal Clinic Services at the Hospital and
Transfer these Services to Generations Family Health Center in
Willimantic
DN: 12-31782-CON



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

October 26, 2012

Stephen Larcen
President & CEO
Windham Community Memorial Hospital
112 Mansfield Avenue
Willimantic, CT 06226

Arvind Shaw
CEO
Generations Family Health Center, Inc.
40 Mansfield Avenue
Willimantic, CT 06226-1948

RE: Certificate of Need Application, Docket Number 12-31782-CON
Windham Community Memorial Hospital and Generations Family Health Center
Proposal to Terminate Outpatient Prenatal Clinic Services at Windham Hospital
and Transfer These Services to Generations Family Health Center in Willimantic,
CT

Dear Sirs,

With the receipt of the completed Certificate of Need ("CON") application information submitted by Windham Community Memorial Hospital and Generations Family Health Center ("Applicants") on October 24, 2012, the Office of Health Care Access ("OHCA") has initiated its review of the CON application identified above.

Pursuant to General Statutes § 19a-639a (f), OHCA may hold a hearing with respect to any Certificate of Need application.

This hearing notice is being issued pursuant to General Statutes § 19a-639a (f)

Applicants: Windham Community Memorial Hospital
Generations Family Health Center

Docket Number: 12-31782-CON

Proposal: Proposal to Terminate Outpatient Prenatal Clinic Services at
Windham Hospital and Transfer These Services to Generations
Family Health Center in Willimantic, CT

Notice is hereby given of a public hearing to be held in this matter to commence on:

Date: November 28, 2012
Time: 4:00 p.m.
Place: Generations Family Health Center
40 Mansfield Avenue
Willimantic, CT 06226

The Applicants are designated as party in this proceeding. Enclosed for your information is a copy of the hearing notice for the public hearing that will be published in *The Chronicle* pursuant to General Statutes § 19a-639a (f).

Sincerely,

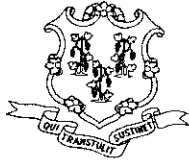


Kimberly R. Martone
Director of Operations

Enclosure

cc: Henry Salton, Esq., Office of the Attorney General
Marianne Horn, Department of Public Health
Kevin Hansted, Department of Public Health
Wendy Furniss, Department of Public Health
Marielle Daniels, Connecticut Hospital Association

KRM: JH lmg



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

October 26, 2012

Requisition # 40177

The Chronicle
One Chronicle Rd., Box 148
Willimantic, CT 06226-0148

Gentlemen/Ladies:

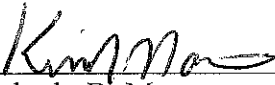
Please make an insertion of the attached copy, in a single column space, set solid under legal notices, in the issue of your newspaper by no later than **Monday, October 29, 2012**. Please provide the following **within 30 days** of publication:

- Proof of publication (copy of legal ad. acceptable) showing published date along with the invoice.

If there are any questions regarding this legal notice, please contact Jack Huber at (860) 418-7001.

KINDLY RENDER BILL IN DUPLICATE ATTACHED TO THE TEAR SHEET.

Sincerely,



Kimberly R. Martone
Director of Operations

Attachment

cc: Danielle Pare, DPH
Marielle Daniels, Connecticut Hospital Association

KRM:JAH:lmg

PLEASE INSERT THE FOLLOWING:

Office of Health Care Access Public Hearing

Statute Reference: 19a-638
Applicants: Windham Community Memorial Hospital
Generations Family Health Center
Town: Willimantic
Docket Number: 12-31782-CON
Proposal: Proposal to Terminate Outpatient Prenatal Clinic Services at Windham
Hospital and Transfer These Services to Generations Family Health
Center with a total capital expenditure of \$30,000
Date: November 28, 2012
Time: 4:00 p.m.
Place: Generations Family Health Center
40 Mansfield Avenue
Willimantic, CT 06226

Any person who wishes to request status in the above listed public hearing may file a written petition no later than November 23, 2012 (5 calendar days before the date of the hearing) pursuant to the Regulations of Connecticut State Agencies §§ 19a-9-26 and 19a-9-27. If the request for status is granted, such person shall be designated as a Party, an Intervenor or an Informal Participant in the above proceeding. Please check OHCA's website at www.ct.gov/ohca for more information or call OHCA directly at (860) 418-7001.

Greer, Leslie

From: ADS <ADS@graystoneadv.com>
Sent: Friday, October 26, 2012 10:39 AM
To: Greer, Leslie
Subject: Re: Hearing Notice DN: 12-31782-CON

Recieved

From: <Greer>, Leslie <Leslie.Greer@ct.gov>
Date: Friday, October 26, 2012 10:14 AM
To: Laurie Miller <Laurie@graystoneadv.com>
Subject: Hearing Notice DN: 12-31782-CON

Hi Laurie,

We have rescheduled the hearing and attached is the notice for The Chronicle, to be ran no later than October 29, 2012. For billing references please refer to requisition 40177, and call me if you have any questions.

Thanks so much for your help!

Leslie M. Greer

CT Department of Public Health
Office of Health Care Access
410 Capitol Avenue, MS#13HCA
Hartford, CT 06134
Phone: (860) 418-7013
Fax: (860) 418-7053

A note: www.ct.gov/whd

to find out more about the environment before preparing this message

Greer, Leslie

From: Laurie <Laurie@graystoneadv.com>
Sent: Friday, October 26, 2012 1:59 PM
To: Greer, Leslie
Subject: FW: Hearing Notice DN: 12-31782-CON
Attachments: 12-31782 Chronicle.doc

Your legal notice is all set to run as follows:

Willimantic Chronicle, 10/29 issue - \$256.53

Thanks,
Laurie Miller

Graystone Group Advertising

2710 North Ave., Ste 200, Bridgeport, CT 06604
Ph: 203-549-0060, ext 319, Fax: 203-549-0061, Toll free: 800-544-0005
email: laurie@graystoneadv.com
www.graystoneadv.com

From: <Greer>, Leslie <Leslie.Greer@ct.gov>
Date: Friday, October 26, 2012 10:14 AM
To: Laurie Miller <Laurie@graystoneadv.com>
Subject: Hearing Notice DN: 12-31782-CON

Hi Laurie,


We have rescheduled the hearing and attached is the notice for The Chronicle, to be ran no later than October 29, 2012. For billing references please refer to requisition 40177, and call me if you have any questions.

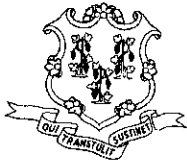
Thanks so much for your help!

Leslie M. Greer 

CT Department of Public Health
Office of Health Care Access
410 Capitol Avenue, MS#13HCA
Hartford, CT 06134
Phone: (860) 418-7013
Fax: (860) 418-7053

Website: www.ct.gov/ohca

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

November 8, 2012

Stephen Larcen
President & Chief Executive Officer
Windham Community Memorial Hospital, Inc.
112 Mansfield Avenue
Willimantic, CT 06226

Arvind Shaw
Chief Executive Officer
Generations Family Health Center, Inc.
40 Mansfield Avenue
Willimantic, CT 06226

RE: Certificate of Need Application; Docket Number: 12-31782-CON
Windham Community Memorial Hospital & Generations Family Health Center, Inc.
Proposal to Terminate the Hospital's Outpatient Prenatal Clinic Services and
Transfer These Services to Generations Family Health Center in Willimantic, CT
Request for Prefile Testimony

Dear Mr. Larcen & Mr. Shaw:

The Office of Health Care Access ("OHCA") will hold a public hearing on Wednesday, November 28, 2012, at 4:00 p.m. in the Generations Family Health Center's conference room, 40 Mansfield Avenue, Willimantic, regarding the Certificate of Need ("CON") application identified above. Pursuant to the Regulations of Connecticut State Agencies § 19a-9-29 (e), any party or other participant is required to prefile in written form all substantive, technical, or expert testimony that it proposes to offer at the hearing. The Applicants' prefile testimony must be submitted to OHCA no later than **12:00 p.m. on Monday, November 19, 2012.**

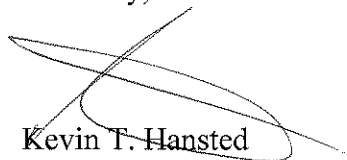
All persons providing prefile testimony must be present at the public hearing to adopt their written testimony under oath and must be available for cross-examination for the entire duration of the hearing. If you are unable to meet the specified time for filing the prefile testimony you must request a time extension in writing, detailing the reasons for not being able to meet the specified deadline. When submitting the prefiled testimony, please provide one original and six copies. Please number and date each page sequentially from the Applicants' document immediately preceding it.

**Windham Community Memorial Hospital, Inc. and
Generations Family Health Center, Inc.
Request for Prefiled Testimony**

**November 8, 2012
Page 2 of 2**

Please contact Jack Huber at (860) 418-7069 if you have any questions concerning this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin T. Hansted", is written over a horizontal line. The signature is somewhat stylized and loops back.

Kevin T. Hansted
Hearing Officer

KH:jah

Cc: Joan W. Feldman, Esq., legal counsel for the Applicants

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 3134
RECIPIENT ADDRESS 918604566838
DESTINATION ID
ST. TIME 11/08 10:51
TIME USE 01'08
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RESULT OK



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

FAX SHEET

TO: MR. STEPHEN LARCEN

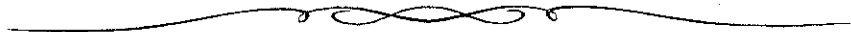
FAX: (860) 456-6838

AGENCY: WINDHAM COMMUNITY MEMORIAL HOSPITAL

FROM: JACK A. HUBER

DATE: 11/8/2012 Time: 9:45 am

NUMBER OF PAGES: 3
(including transmittal sheet)



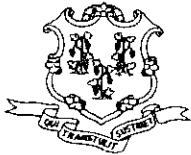
Comments: Transmitted:

Letter Requesting Prefile Testimony
Proposal to Terminate Prenatal Clinic Services at the Hospital and
Transfer these Services to Generations Family Health Center in
Willimantic
DN: 12-31782-CON

*** TX REPORT ***

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ST. TIME 11/08 10:53
TIME USE 00'37
PAGES SENT 3
RESULT OK



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

FAX SHEET

TO: MR. ARVIND SHAW

FAX: (860) 450-7475

AGENCY: GENERATIONS FAMILY HEALTH CENTER

FROM: JACK A. HUBER

DATE: 11/8/2012 Time: ~9:45 am

NUMBER OF PAGES: 3
(including transmittal sheet)



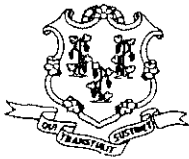
Comments: Transmitted:

Letter Requesting Prefile Testimony
Proposal to Terminate Prenatal Clinic Services at the Hospital and
Transfer these Services to Generations Family Health Center in
Willimantic
DN: 12-31782-CON

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 3136
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TIME USE 01'13
PAGES SENT 3
RESULT OK



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

FAX SHEET

TO: MS. JOAN FELDMAN, ESQ.

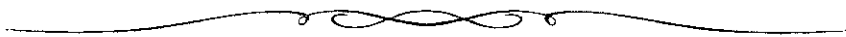
FAX: (860) 251-5211

AGENCY: SHIPMAN & GOODWIN, LLP

FROM: JACK HUBER

DATE: 11/8/2012 Time: ~9:45 am

NUMBER OF PAGES: 3
(including transmittal sheet)



Comments: Transmitted:

Letter Requesting Prefile Testimony
Proposal to Terminate Prenatal Clinic Services at the Hospital and
Transfer these Services to Generations Family Health Center in
Willimantic
DN: 12-31782-CON

Huber, Jack

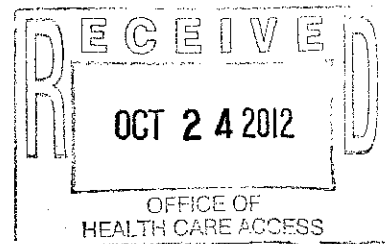
From: Carannante, Vincenzo <VCarannante@goodwin.com>
Sent: Wednesday, October 24, 2012 8:58 AM
To: Huber, Jack
Cc: Feldman, Joan
Subject: FW: Windham Hospital's Proposal to Terminate Prenatal Clinic Services - DN: 12-31782-CON
Attachments: Completeness Question Responses Re_ Windham and Generations CON Application to Terminate and Transfe.DOC; Windham Hospital_s Revised Financial Attachment I and II for Windham Hospital - Generations CON.XLS; Generations_ Revised Financial Attachment I and II for Windham Hospital - Generations CON.XLSX; DN 12-31782-CON.pdf

Hello Jack: On behalf of the Applicants in the above-referenced matter, attached please find the Applicants' responses to your email correspondence dated September 20, 2012. I have attached MS word and excel versions of the responses/attachments as well as a scanned/PDF copy of the entire response. Please do not hesitate to contact me if you have any questions or need anything else.

Vin

Vincenzo Carannante
Associate
Health Law Practice Group

Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103-1919
ph: 860-251-5096
fx: 860-251-5311
vcarannante@goodwin.com
www.shipmangoodwin.com



THE INFORMATION IN THIS TRANSMISSION IS PRIVILEGED AND CONFIDENTIAL AND INTENDED ONLY FOR THE RECIPIENT LISTED ABOVE. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY E-MAIL AND DELETE THE ORIGINAL MESSAGE. THE TEXT OF THIS E-MAIL IS SIMILAR TO ORDINARY TELEPHONE OR FACE-TO-FACE CONVERSATIONS AND DOES NOT REFLECT THE LEVEL OF FACTUAL OR LEGAL INQUIRY OR ANALYSIS WHICH WOULD BE APPLIED IN THE CASE OF A FORMAL LEGAL OPINION.

From: Huber, Jack [<mailto:Jack.Huber@ct.gov>]
Sent: Thursday, September 20, 2012 1:38 PM
To: Feldman, Joan
Subject: Windham Hospital's Proposal to Terminate Prenatal Clinic Services - DN: 12-31782-CON

Dear Attorney Feldman - OHCA has completed its initial review of the above referenced CON application. Prior to deeming the application complete, OHCA is asking the Applicants, Windham Community Memorial Hospital and Generations Family Health Center, Inc., to recast their respective Financial Attachment 1s. OHCA believes it is important to be able to conduct a comparative financial review by Applicant over the term of the Community Support Grant Agreement. Please provide the revised Financial Attachment 1s in accordance with the instructions presented in steps 1 through 3 below as well as responses to the need for additional information in items 4.a. through 4.b. below. Should either of the Applicant's financial assumptions change from the assumptions that were provided in the CON application, please have them provide those revised financial assumptions with an accompanying explanation.

1. Each attachment is to include actual revenue and expenses for FY 2011 and projected revenue and expenses for FYs 2012, 2013, 2014, 2015, 2016 and 2017 (i.e. the current as well as the five fiscal years associated with the Community Support Grant Agreement) showing the projections without the CON project, the incremental projections attributable to the CON, and the projections with the CON project.

2. Each attachment is to include actual FTEs for FY 2011 and projected FTEs for FYs 2012, 2013, 2014, 2015, 2016 and 2017 (i.e. the current as well as the five fiscal years associated with the Community Support Grant Agreement) showing the projections without the CON project, the incremental projections attributable to the CON, and the projections with the CON project.
3. Each attachment is to include actual volume statistics in visits only for FY 2011 and projected volume statistics in visits only for FYs 2012, 2013, 2014, 2015, 2016 and 2017 (i.e. the current as well as the five fiscal years associated with the Community Support Grant Agreement) showing the projections without the CON project, the incremental projections attributable to the CON, and the projections with the CON project.
4. Also please address the following:
 - a. Explain the difference in Revenue from Operations amounts between the Hospital's operation of the clinic and the proposed Health Center's operation of the clinic.
 - b. Explain the changing staffing requirements between the Hospital's operation of the clinic and the proposed Health Center's operation of the clinic.
 - c. Explain the difference in Professional/Contracted Services expense amounts between the Hospital's operation of the clinic and the proposed Health Center's operation of the clinic.
 - d. Explain the difference in Supply/Drug expense amounts between the Hospital's operation of the clinic and the proposed Health Center's operation of the clinic.

Additionally, I have been asked to work with you on the planning of public hearing for this proposal, which would take place at a neutral site in Willimantic in the latter part of October or early November 2012. Please call me at (860) 418-7069 so that we can begin discussions regarding the public hearing. Thank you for your attention to this matter. Regards, Jack

Jack Huber
DPH – OHCA Health Care Analyst

DN: 12-31782-CON

1. Each attachment is to include actual revenue and expenses for FY 2011 and projected revenue and expenses for FYs 2012, 2013, 2014, 2015, 2016 and 2017 (i.e. the current as well as the five fiscal years associated with the Community Support Grant Agreement) showing the projections without the CON project , the incremental projections attributable to the CON, and the projections with the CON project.

**Please see Attachment S for the Hospital's revised Financial Attachment I and II.
Please see Attachment T for Generations' revised Financial Attachment I and II.**

2. Each attachment is to include actual FTEs for FY 2011 and projected FTEs for FYs 2012, 2013, 2014, 2015, 2016 and 2017 (i.e. the current as well as the five fiscal years associated with the Community Support Grant Agreement) showing the projections without the CON project , the incremental projections attributable to the CON, and the projections with the CON project.

**Please see Attachment S for the Hospital's revised Financial Attachment I and II.
Please see Attachment T for Generations' revised Financial Attachment I and II.**

3. Each attachment is to include actual volume statistics in visits only for FY 2011 and projected volume statistics in visits only for FYs 2012, 2013, 2014, 2015, 2016 and 2017 (i.e. the current as well as the five fiscal years associated with the Community Support Grant Agreement) showing the projections without the CON project , the incremental projections attributable to the CON, and the projections with the CON project.

**Please see Attachment S for the Hospital's revised Financial Attachment I and II.
Please see Attachment T for Generations' revised Financial Attachment I and II.**

4. Also please address the following:
 - a. Explain the difference in Revenue from Operations amounts between the Hospital's operation of the clinic and the proposed Health Center's operation of the clinic.

The difference in Revenue from Operations amounts is based on the expectation that the volume of patients/visits will increase significantly under Generations' operation because Generations serves more patients in need of these services. Moreover, Generations receives a higher Medicaid reimbursement rate from the Connecticut Department of Social Services for prenatal services because it is a Federally Qualified Health Center.

- b. Explain the changing staffing requirements between the Hospital's operation of the clinic and the proposed Health Center's operation of the clinic.

The changing staffing requirements are based on Generations' expectation that it will experience an increased volume of patients/visits at the Clinic which thereby necessitates additional staff.

- c. Explain the difference in Professional/Contracted Services expense amounts between the Hospital's operation of the clinic and the proposed Health Center's operation of the clinic.

Currently, the physician services provided at the Clinic are provided by private physicians who bill for their own services and do not result in any expense amounts to the Hospital's Professional/Contracted Services line item in Financial Attachment I. Moreover, the Hospital currently employs the APRN and Midwife (not the physicians) who provide services at the Clinic. As a result of being directly employed by the Hospital, the expense amounts for these providers are reflected in the Salaries and Fringe Benefits line item in Financial Attachment I for the Hospital instead of the Professional/Contracted Services line item. However, under Generations' operation, Generations and the Hospital will enter into a Clinical Staff Lease Agreement wherein Generations will contract for or lease the Clinic providers from the Hospital. Accordingly, these leased employee expenses will be reflected in Generations' Professional/Contracted Services line item in Financial Attachment I.

- d. Explain the difference in Supply/Drug expense amounts between the Hospital's operation of the clinic and the proposed Health Center's operation of the clinic.

The difference in Supply/Drug expense amounts is based on the expectation that the volume of patients/visits will increase significantly under Generations' proposed operation.

Attachment 8 - REVISED FINANCIAL ATTACHMENT I (Wincham Hospital)

12. C (1) Please provide one year of actual results and three years of projections of Total Facility revenue, expense and volume statistics without, incremental to and with the COV proposal in the following reporting format:

Total Facility Description	FY 2011 Actual Results		FY 2012 Projected		FY 2013 Projected		FY 2014 Projected		FY 2015 Projected		FY 2016 Projected		FY 2017 Projected	
	Without COV	Incremental	Without COV	Incremental	Without COV	Incremental	Without COV	Incremental	Without COV	Incremental	Without COV	Incremental	Without COV	Incremental
NET PATIENT REVENUE														
Non-Government	\$42,318,012	\$42,318,012	\$43,487,000	\$43,487,000	\$43,487,000	\$43,487,000	\$43,487,000	\$43,487,000	\$43,487,000	\$43,487,000	\$43,487,000	\$43,487,000	\$43,487,000	\$43,487,000
Government	\$38,607,871	\$38,607,871	\$39,647,000	\$39,647,000	\$39,647,000	\$39,647,000	\$39,647,000	\$39,647,000	\$39,647,000	\$39,647,000	\$39,647,000	\$39,647,000	\$39,647,000	\$39,647,000
Medicare and Other Medical Assistance	\$1,236,631	\$1,236,631	\$1,236,631	\$1,236,631	\$1,236,631	\$1,236,631	\$1,236,631	\$1,236,631	\$1,236,631	\$1,236,631	\$1,236,631	\$1,236,631	\$1,236,631	\$1,236,631
Other Government	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Net Patient Revenue	\$82,162,514	\$82,162,514	\$84,370,631	\$84,370,631	\$84,370,631	\$84,370,631	\$84,370,631	\$84,370,631	\$84,370,631	\$84,370,631	\$84,370,631	\$84,370,631	\$84,370,631	\$84,370,631
Other Operating Revenue	\$3,893,000	\$3,893,000	\$3,893,000	\$3,893,000	\$3,893,000	\$3,893,000	\$3,893,000	\$3,893,000	\$3,893,000	\$3,893,000	\$3,893,000	\$3,893,000	\$3,893,000	\$3,893,000
Revenue from Operations	\$86,055,514	\$86,055,514	\$88,263,631	\$88,263,631	\$88,263,631	\$88,263,631	\$88,263,631	\$88,263,631	\$88,263,631	\$88,263,631	\$88,263,631	\$88,263,631	\$88,263,631	\$88,263,631
OPERATING EXPENSES														
Salaries and Fringe Benefits	\$68,508,000	\$68,508,000	\$69,800,000	\$69,800,000	\$69,800,000	\$69,800,000	\$69,800,000	\$69,800,000	\$69,800,000	\$69,800,000	\$69,800,000	\$69,800,000	\$69,800,000	\$69,800,000
Supplies and Medical Services	\$17,874,000	\$17,874,000	\$18,000,000	\$18,000,000	\$18,000,000	\$18,000,000	\$18,000,000	\$18,000,000	\$18,000,000	\$18,000,000	\$18,000,000	\$18,000,000	\$18,000,000	\$18,000,000
Supplies and Drugs	\$3,385,000	\$3,385,000	\$3,433,000	\$3,433,000	\$3,433,000	\$3,433,000	\$3,433,000	\$3,433,000	\$3,433,000	\$3,433,000	\$3,433,000	\$3,433,000	\$3,433,000	\$3,433,000
Bad Debt	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000	\$551,000
Other Operating Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation	\$4,549,000	\$4,549,000	\$4,549,000	\$4,549,000	\$4,549,000	\$4,549,000	\$4,549,000	\$4,549,000	\$4,549,000	\$4,549,000	\$4,549,000	\$4,549,000	\$4,549,000	\$4,549,000
Controlling/Amortization	\$1,197,000	\$1,197,000	\$1,197,000	\$1,197,000	\$1,197,000	\$1,197,000	\$1,197,000	\$1,197,000	\$1,197,000	\$1,197,000	\$1,197,000	\$1,197,000	\$1,197,000	\$1,197,000
Interest Expense	\$808,000	\$808,000	\$808,000	\$808,000	\$808,000	\$808,000	\$808,000	\$808,000	\$808,000	\$808,000	\$808,000	\$808,000	\$808,000	\$808,000
Lease Expense	\$96,302,000	\$96,302,000	\$96,302,000	\$96,302,000	\$96,302,000	\$96,302,000	\$96,302,000	\$96,302,000	\$96,302,000	\$96,302,000	\$96,302,000	\$96,302,000	\$96,302,000	\$96,302,000
Total Operating Expense	\$182,738,000	\$182,738,000	\$183,952,000	\$183,952,000	\$183,952,000	\$183,952,000	\$183,952,000	\$183,952,000	\$183,952,000	\$183,952,000	\$183,952,000	\$183,952,000	\$183,952,000	\$183,952,000
Gain/(Loss) from Operations	\$3,317,514	\$3,317,514	\$3,311,631	\$3,311,631	\$3,311,631	\$3,311,631	\$3,311,631	\$3,311,631	\$3,311,631	\$3,311,631	\$3,311,631	\$3,311,631	\$3,311,631	\$3,311,631
Plan: Non-Operative Revenue	\$923,000	\$923,000	\$923,000	\$923,000	\$923,000	\$923,000	\$923,000	\$923,000	\$923,000	\$923,000	\$923,000	\$923,000	\$923,000	\$923,000
Revenue Over/Under Expense	\$1,122,000	\$1,122,000	\$1,122,000	\$1,122,000	\$1,122,000	\$1,122,000	\$1,122,000	\$1,122,000	\$1,122,000	\$1,122,000	\$1,122,000	\$1,122,000	\$1,122,000	\$1,122,000
FTEs	867.9	863.1	863.1	863.1	863.1	863.1	863.1	863.1	863.1	863.1	863.1	863.1	863.1	863.1

*Volume Statistics: 153,139 (153,139) (153,139) (153,139) (153,139) (153,139) (153,139) (153,139) (153,139) (153,139) (153,139) (153,139) (153,139) (153,139) (153,139)

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

Attachment S: REVISED FINANCIAL ATTACHMENT II (Windham Hospital)

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

Type of Service Description Comprehensive Women's Health Clinic
 Type of Unit Description: Visits
 # of Months in Operation 12

FY <u>2012</u>	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
FY Projected Incremental	Rate	Units	Gross Revenue	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue	Operating Expenses	Gain/(Loss) from Operations	
Total Incremental Expenses:			Col. 2 * Col. 3				Col.4 - Col.5 -Col.6 - Col.7	Col. 1 Total * Col. 4 / Col. 4 Total	Col. 8 - Col. 9	
Medicare	\$0	0	\$0	\$0			\$0	\$0	\$0	
Medicaid Procedures (Prof fee)	\$0	0	\$0	\$0			\$0	\$0	\$0	
Medicaid Visits	\$0	0	\$0	\$0			\$0	\$0	\$0	
Medicaid Ancillary	\$0	0	\$0	\$0			\$0	\$0	\$0	
CHAMPUS/Tricare	\$0	0	\$0	\$0			\$0	\$0	\$0	
Total Governmental	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Commercial Insurers	\$0	0	\$0	\$0			\$0	\$0	\$0	
Uninsured Procedures (Prof fee)	\$0	0	\$0	\$0			\$0	\$0	\$0	
Uninsured Ancillary	\$0	0	\$0	\$0			\$0	\$0	\$0	
Uninsured	\$0	0	\$0	\$0			\$0	\$0	\$0	
Total NonGovernment	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total All Payers	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

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

Type of Service Description	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Type of Unit Description:	Rate	Units	Gross Revenue	Allowances/Deductions	Charity Care	Bad Debt	Net Revenue	Operating Expenses	Gain/(Loss) from Operations	
# of Months in Operation			Col. 2 * Col. 3				Col. 4 - Col. 5 - Col. 6 - Col. 7	Col. 1 Total * Col. 4 / Col. 4 Total	Col. 8 - Col. 9	
Comprehensive Women's Health Clinic										
FY <u>2013</u>										
FY Projected Incremental										
Total incremental Expenses:	\$127,000									
Total Facility by Payer Category:										
Medicare	\$176	(16)	(\$2,814)	(\$2,505)			(\$310)	(\$381)	\$72	
Medicaid Procedures (Prof fee)	\$4,820	107	\$515,739	\$429,611			\$86,128	\$69,866	\$16,262	
Medicaid Visits	\$176	(864)	(\$151,969)	(\$104,859)			(\$47,110)	(\$20,587)	(\$26,523)	
Medicaid Ancillary	\$822	742	\$610,153	\$494,153			\$116,000	\$82,657	\$33,344	
CHAMPUS/Tricare	\$176		\$0				\$0	\$0	\$0	
Total Governmental	\$5,172	(31)	\$971,109	\$816,401	\$0	\$0	\$154,709	\$131,555	\$23,154	
Commercial Insurers	\$176	(52)	(\$9,146)	(\$6,585)			(\$2,561)	(\$1,239)	(\$1,322)	
Uninsured Procedures (Prof fee)	\$4,820	3	\$14,460		\$14,460		(\$0)	\$1,959	(\$1,959)	
Uninsured Ancillary	\$822	31	\$25,089		\$25,089		\$0	\$3,399	(\$3,399)	
Uninsured	\$176	(364)	(\$64,024)		(\$64,024)		\$0	(\$8,673)	\$8,673	
Total NonGovernment	\$176	(382)	(\$33,621)	(\$6,585)	(\$24,475)	\$0	(\$2,561)	(\$4,555)	\$1,994	
Total All Payers	\$5,348	(413)	\$937,488	\$809,815	(\$24,475)	\$0	\$152,148	\$126,999	\$25,148	

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

Type of Service Description: Comprehensive Women's Health Clinic
 Type of Unit Description: Visits
 # of Months in Operation: 12

FY	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
FY Projected Incremental	Rate	Gross Revenue	Charity Care	Bad Debt	Net Revenue	Operating Expenses	Gain/(Loss) from Operations			
Total Incremental Expenses:	Col. 2 * Col. 3	Col. 4 - Col. 5	Col. 6 - Col. 7	Col. 4 / Col. 4 Total	Col. 1 Total *	Col. 8 - Col. 9				
Total Facility by Payer Category:										
Medicare	\$176	(\$2,814)	(\$2,505)		(\$310)	(\$109)	(\$200)			
Medicaid Procedures (Prof fee)	\$4,820	\$532,736	\$443,769		\$88,967	\$20,651	\$68,316			
Medicaid Visits	\$176	(\$151,969)	(\$104,859)		(\$47,110)	(\$5,891)	(\$41,219)			
Medicaid Ancillary	\$822	\$610,153	\$494,153		\$116,000	\$23,652	\$92,348			
CHAMPUS/Tricare	\$176	\$0	\$0		\$0	\$0	\$0			
Total Governmental	\$5,172	\$988,106	\$830,559	\$0	\$157,547	\$38,303	\$119,244			
Commercial Insurers	\$176	(\$9,146)	(\$6,585)		(\$2,561)	(\$355)	(\$2,206)			
Uninsured Procedures (Prof fee)	\$4,820	\$14,460	\$14,460		(\$0)	\$561	(\$561)			
Uninsured Ancillary	\$822	\$25,089	\$25,089		\$0	\$973	(\$973)			
Uninsured	\$176	(\$64,024)	(\$64,024)		\$0	(\$2,482)	\$2,482			
Total NonGovernment	\$176	(\$33,621)	(\$6,585)	\$0	(\$2,561)	(\$1,303)	(\$1,258)			
Total All Payers	\$5,348	\$954,485	\$823,974	\$0	\$154,986	\$37,000	\$117,986			

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

Type of Service Description: Comprehensive Women's Health Clinic
 Type of Unit Description: Procedures/Visits
 # of Months in Operation: 12

FY	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
FY Projected Incremental	Rate	Units	Gross Revenue	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue	Operating Expenses	Gain/(Loss) from Operations	
Total Incremental Expenses:	\$50,000		Col. 2 * Col. 3				Col.4 - Col.5 -Col.6 - Col.7	Col. 1 Total * Col. 4 / Col. 4 Total	Col. 8 - Col. 9	
Total Facility by Payer Category:										
Medicare	\$176	(16)	(\$2,814)	(\$2,505)			(\$310)	(\$147)	(\$162)	
Medicaid Procedures (Prof fee)	\$4,820	111	\$532,736	\$443,769			\$88,967	\$27,907	\$61,060	
Medicaid Visits	\$176	(864)	(\$151,969)	(\$104,859)			(\$47,110)	(\$7,961)	(\$39,150)	
Medicaid Ancillary	\$822	742	\$610,153	\$494,153			\$116,000	\$31,962	\$84,038	
CHAMPUS/Tricare	\$176		\$0	\$0			\$0	\$0	\$0	
Total Governmental	\$5,172	(27)	\$988,106	\$830,559	\$0	\$0	\$157,547	\$51,761	\$105,786	
Commercial Insurers	\$176	(52)	(\$9,146)	(\$6,585)			(\$2,561)	(\$479)	(\$2,082)	
Uninsured Procedures (Prof fee)	\$4,820	3	\$14,460	\$14,460	\$14,460		(\$0)	\$757	(\$758)	
Uninsured Ancillary	\$822	31	\$25,089	\$25,089	\$25,089		\$0	\$1,314	(\$1,314)	
Uninsured	\$176	(364)	(\$64,024)	(\$64,024)	(\$64,024)		\$0	(\$3,354)	\$3,354	
Total NonGovernment	\$176	(382)	(\$33,621)	(\$6,585)	(\$24,475)	\$0	(\$2,561)	(\$1,761)	(\$800)	
Total All Payers	\$5,348	(410)	\$954,485	\$823,974	(\$24,475)	\$0	\$154,986	\$50,000	\$104,986	

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

Type of Service Description: Comprehensive Women's Health Clinic
 Type of Unit Description: Procedures/Visits
 # of Months in Operation: 12

FY	2016	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
FY Projected Incremental		Rate	Units	Gross Revenue	Allowances/Deductions	Charity Care	Bad Debt	Net Revenue	Operating Expenses	Gain/(Loss)	
Total Incremental Expenses:				Col. 2 * Col. 3				Col. 4 - Col. 5 - Col. 6 - Col. 7	Col. 1 Total * Col. 4 / Col. 4 Total	Col. 8 - Col. 9	
Total Facility by Payer Category:											
Medicare		\$176	(16)	(\$2,814)	(\$2,505)			(\$310)	(\$183)	(\$127)	
Medicaid Procedures (Prof fee)		\$4,820	111	\$532,736	\$443,769			\$88,967	\$34,605	\$54,362	
Medicaid Visits		\$176	(864)	(\$151,969)	(\$104,859)			(\$47,110)	(\$9,871)	(\$37,239)	
Medicaid Ancillary		\$822	742	\$610,153	\$494,153			\$116,000	\$39,633	\$76,367	
CHAMPUS/Tricare		\$176		\$0	\$0			\$0	\$0	\$0	
Total Governmental		\$5,172	(27)	\$988,106	\$830,559	\$0	\$0	\$157,547	\$64,184	\$93,363	
Commercial Insurers		\$176	(52)	(\$9,146)	(\$6,585)			(\$2,561)	(\$594)	(\$1,967)	
Uninsured Procedures (Prof fee)		\$4,820	3	\$14,460	\$14,460	\$14,460		(\$0)	\$939	(\$939)	
Uninsured Ancillary		\$822	31	\$25,089	\$25,089	\$25,089		\$0	\$1,630	(\$1,630)	
Uninsured		\$176	(364)	(\$64,024)	(\$64,024)	(\$64,024)		\$0	(\$4,159)	\$4,159	
Total NonGovernmental		\$176	(382)	(\$33,621)	(\$6,585)	(\$24,475)	\$0	(\$2,561)	(\$2,184)	(\$377)	
Total All Payers		\$5,348	(410)	\$954,485	\$823,974	(\$24,475)	\$0	\$154,986	\$62,000	\$92,986	

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

Type of Service Description	Comprehensive Women's Health Clinic									
Type of Unit Description:	Procedures/Visits									
# of Months in Operation	12									
FY	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
FY Projected Incremental	Rate	Units	Gross Revenue	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue	Operating Expenses	Gain/(Loss)	
Total Incremental Expenses:	\$70,000									
Total Facility by Payer Category:	Col. 2 * Col. 3	Col. 4 / Col. 3	Col. 5	Col. 6	Col. 7	Col. 8 - Col. 5	Col. 9	Col. 10 - Col. 9		
Medicare	\$176	(16)	(\$2,814)	(\$2,505)			(\$310)	(\$206)	(\$103)	
Medicaid Procedures (Prof fee)	\$4,820	111	\$532,736	\$443,769			\$88,967	\$39,070	\$49,897	
Medicaid Visits	\$176	(864)	(\$151,969)	(\$104,859)			(\$47,110)	(\$11,145)	(\$35,965)	
Medicaid Ancillary	\$822	742	\$610,153	\$494,153			\$116,000	\$44,747	\$71,253	
CHAMPUS/Tricare	\$176		\$0				\$0	\$0	\$0	
Total Governmental	\$5,172	(27)	\$888,106	\$830,559	\$0	\$0	\$157,547	\$72,466	\$85,081	
Commercial Insurers	\$176	(52)	(\$9,146)	(\$6,585)			(\$2,561)	(\$671)	(\$1,890)	
Uninsured Procedures (Prof fee)	\$4,820	3	\$14,460		\$14,460		(\$0)	\$1,060	(\$1,060)	
Uninsured Ancillary	\$822	31	\$25,089		\$25,089		\$0	\$1,840	(\$1,840)	
Uninsured	\$176	(364)	(\$64,024)		(\$64,024)		\$0	(\$4,695)	\$4,695	
Total NonGovernment	\$176	(382)	(\$33,621)	(\$6,585)	(\$24,475)	\$0	(\$2,561)	(\$2,466)	(\$95)	
Total All Payers	\$5,348	(410)	\$954,485	\$823,974	(\$24,475)	\$0	\$154,986	\$70,000	\$84,986	

Attachment T: REVISED FINANCIAL ATTACHMENT I (Generations)

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

Total Facility Description	FY 2011 Actual Results		FY 2012		FY 2013		FY 2014		FY 2015		FY 2016		FY 2017	
	Without COI	Projected Incremental With COI	Without COI	Projected Incremental With COI	Without COI	Projected Incremental With COI	Without COI	Projected Incremental With COI	Without COI	Projected Incremental With COI	Without COI	Projected Incremental With COI	Without COI	Projected Incremental With COI
NET PATIENT REVENUE														
Non-Government	\$1,050,033	\$1,269,945	\$1,624,082	\$55,912	\$1,679,994	\$1,656,664	\$80,120	\$1,739,815	\$1,689,695	\$80,120	\$1,773,480	\$1,723,480	\$50,120	\$1,806,028
Medicare	\$749,436	\$905,393	\$735,164	\$0	\$735,164	\$749,867	\$749,867	\$764,865	\$764,865	\$764,865	\$760,162	\$760,162	\$0	\$764,768
Medicaid and Other Medical Assistance	\$5,443,607	\$6,583,682	\$10,354,126	\$668,798	\$11,020,924	\$10,561,209	\$780,224	\$11,341,433	\$10,772,433	\$780,224	\$11,552,657	\$10,987,881	\$780,224	\$11,367,063
Other Government		\$0		\$0	\$0									
Total Net Patient Revenue	\$7,243,076	\$9,760,021	\$12,713,372	\$722,710	\$13,436,082	\$12,967,639	\$830,344	\$13,797,983	\$13,226,992	\$830,344	\$14,057,339	\$13,491,532	\$830,344	\$14,581,707
Other Operating Revenue	\$4,920,476	\$6,339,655	\$4,469,653	\$220,520	\$4,690,073	\$4,556,944	\$103,712	\$4,662,656	\$4,650,123	\$103,712	\$4,753,835	\$4,743,125	\$103,712	\$4,841,700
Revenue from Operations	\$12,163,552	\$15,159,676	\$17,182,925	\$943,230	\$18,126,155	\$17,526,584	\$934,056	\$18,460,640	\$17,877,115	\$934,056	\$18,811,171	\$18,234,657	\$934,056	\$19,168,715
OPERATING EXPENSES														
Satellite and Fringe Benefits	\$9,004,617	\$10,850,136	\$14,008,438	\$353,268	\$14,361,607	\$14,286,505	\$353,269	\$14,641,774	\$14,574,275	\$353,269	\$14,927,544	\$14,865,760	\$353,269	\$15,151,345
Professional/Contracted Services	\$629,776	\$609,843	\$295,465	\$422,942	\$718,397	\$301,364	\$422,942	\$724,306	\$307,391	\$422,942	\$730,333	\$313,539	\$422,942	\$736,461
Supplies and Drugs	\$554,205	\$915,865	\$930,817	\$39,963	\$968,680	\$847,433	\$41,500	\$888,933	\$864,382	\$41,500	\$905,882	\$881,670	\$41,500	\$923,176
Bad Debts	\$289,911	\$764,911	\$236,600	\$0	\$236,600	\$41,230	\$0	\$241,230	\$246,055	\$0	\$246,055	\$250,976	\$0	\$250,976
Other Operating Expense	\$354,774	\$975,037	\$409,606	\$53,956	\$473,452	\$417,696	\$52,345	\$470,041	\$426,050	\$52,345	\$478,385	\$434,571	\$52,345	\$485,916
Subtotal	\$11,333,303	\$14,115,791	\$15,790,616	\$379,230	\$16,659,846	\$16,096,228	\$870,056	\$16,936,284	\$16,416,153	\$870,056	\$17,283,209	\$16,746,516	\$870,056	\$17,616,572
Depreciation/Amortization	\$189,183	\$404,111	\$906,808	\$0	\$906,808	\$618,944	\$0	\$618,944	\$631,323	\$0	\$631,323	\$643,950	\$0	\$643,950
Interest Expense	\$51,072	\$233,336	\$403,694	\$0	\$403,694	\$411,666	\$0	\$411,666	\$419,899	\$0	\$419,899	\$428,267	\$0	\$428,267
Lease Expense	\$27,344	\$828,845	\$1,134,027	\$54,000	\$1,198,027	\$1,189,708	\$84,000	\$1,220,708	\$1,179,842	\$84,000	\$1,243,842	\$1,203,439	\$84,000	\$1,267,439
Total Operating Expense	\$12,520,612	\$15,582,082	\$17,925,046	\$943,230	\$18,865,276	\$18,283,846	\$934,056	\$19,217,602	\$18,646,217	\$934,056	\$19,583,273	\$19,022,201	\$934,056	\$19,986,257
Gain/(Loss) from Operations	(\$37,060)	(\$423,406)	(\$742,120)	\$0	(\$742,120)	(\$76,662)	\$0	(\$76,662)	(\$77,102)	(\$77,102)	(\$77,102)	(\$78,544)	(\$78,544)	(\$803,289)
Plus: Non-Operating Revenue	\$2,439,054	\$779,690	\$424,642	\$23,542	\$424,642	\$424,642	\$424,642	\$424,642	\$424,642	\$424,642	\$424,642	\$424,642	\$424,642	\$424,642
Revenue Over/(Under) Expense	\$2,140,504	\$356,194	(\$317,578)	\$0	(\$317,578)	(\$332,420)	\$0	(\$332,420)	(\$347,580)	(\$347,580)	(\$347,580)	(\$363,002)	(\$363,002)	(\$370,262)
FTEs	160	170	173.27	6.73	188	184	6	194	180	6	194	192	6	196
Visits	62,283	68,048	107,172	6,190	107,910	103,746	6,686	110,431	106,821	6,686	112,006	107,836	6,686	114,623

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

Attachment T: REVISED FINANCIAL ATTACHMENT II (Generations)

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

Type of Service Description: Generations Family Health Center, Inc. Women's Health Services

Type of Unit Description: VISITS

of Months in Operation: 0 FY2012 Services do not commence until FY2013

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
		Rate	Units	Gross Revenue Col. 2 * Col. 3	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue Col.4 - Col.5 -Col.6 - Col.7	Operating Expenses Col. 1 Total * Col. 4 / Col. 4 Total	Gain/(Loss) from Operations Col. 8 - Col. 9
FY2012										
FY Projected Incremental										
Total Incremental Expenses:	\$0	\$146	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Facility by Payer Category:										
Medicare		\$0		\$0				\$0	\$0	\$0
Medicaid		\$146	0	\$0				\$0	\$0	\$0
CHAMPUS/TriCare		\$0		\$0				\$0	\$0	\$0
Total Governmental			0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Commercial Insurers		\$0	5	\$0				\$0	\$0	\$0
Uninsured		\$180	0	\$0				\$0	\$0	\$0
Total NonGovernmental			5	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total All Payers		\$0	5	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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

Type of Service Description	Generations Family Health Center, Inc. Women's Health Services									
Type of Unit Description:	VISITS									
# of Months in Operation	12, FY2013									
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
		Rate	Units	Gross Revenue Col. 2 * Col. 3	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue Col. 4 - Col. 5 -Col. 6 - Col. 7	Operating Expenses Col. 1 Total *	Gain/(Loss) from Operations Col. 8 - Col. 9
Total Facility by Payer Category:										
Medicare		\$0		\$0				\$0	\$0	\$0
Medicaid		\$146	4,567	\$666,782	\$0	\$0	\$0	\$666,782	\$665,502	\$11,280
CHAMPUS/Tricare		\$0		\$0				\$0	\$0	\$0
Total Governmental			4,567	\$666,782	\$0	\$0	\$0	\$666,782	\$655,502	\$11,280
Commercial Insurers		\$0		\$0				\$0	\$0	\$0
Uninsured		\$180	1,526	\$292,680		\$236,752		\$55,928	\$287,728	(\$231,800)
Total NonGovernmental		\$0	1,531	\$292,680	\$0	\$236,752	\$0	\$55,928	\$287,728	(\$231,800)
Total All Payers		\$0	6,198	\$959,462	\$0	\$236,752	\$0	\$722,710	\$943,230	(\$220,520)

Community Support Grant
in this amount to be
issued by WCI/MH

Type of Service Description: Generations Family Health Center, Inc. Women's Health Services

Type of Unit Description: VISITS
 # of Months in Operation: 12 FY2014

FY	(1) Rate	(2) Units	(3) Gross Revenue Col. 2 * Col. 3	(4) Allowances Deductions	(5) Charity Care	(6) Bad Debt	(7) Net Revenue Col. 4 - Col. 5 -Col. 6 - Col. 7	(8) Operating Expenses Col. 1 Total * ol. 4 / Col. 4 Total	(9) Gain/(Loss) from Operations Col. 8 - Col. 9
	\$0		\$0				\$0	\$0	
Medicare	\$146	5,344	\$780,224	\$0	\$0	\$0	\$780,224	\$713,990	\$66,234
Medicaid	\$0		\$0				\$0	\$0	\$0
CHAMPUS/TriCare									
Total Governmental		5,344	\$780,224	\$0	\$0	\$0	\$780,224	\$713,990	\$66,234
Commercial Insurers	\$0	5	\$0				\$0	\$0	\$0
Uninsured	\$180	1,336	\$240,480	\$190,360			\$50,120	\$220,066	(\$169,946)
Total NonGovernment		1,341	\$240,480	\$0	\$190,360	\$0	\$50,120	\$220,066	(\$169,946)
Total All Payers	\$0	6,685	\$1,020,704	\$0	\$190,360	\$0	\$830,344	\$934,056	(\$103,712)

Community Support Grant
 in this amount to be
 issued by WCMH

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

Type of Service Description	Generations Family Health Center, Inc. Women's Health Services									
Type of Unit Description:	VISITS									
# of Months in Operation	12: FY2015									
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
		Rate	Units	Gross Revenue Col. 2 * Col. 3	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue Col. 4 - Col. 5 -Col.6 - Col.7	Operating Expenses Col. 1 Total *	Gain/(Loss) from Operations Col. 8 - Col. 9
FY 2013										
FY Projected Incremental										
Total Incremental Expenses:	\$934,056									
Total Facility by Payer Category:										
Medicare		\$0		\$0				\$0	\$0	\$0
Medical		\$146	5,344	\$780,224	\$0	\$0	\$0	\$780,224	\$713,990	\$66,234
CHAMPUS/TriCare		\$0		\$0				\$0	\$0	\$0
Total Governmental			5,344	\$780,224	\$0	\$0	\$0	\$780,224	\$713,990	\$66,234
Commercial Insurers		\$0	5	\$0				\$0	\$0	\$0
Uninsured		\$180	1,336	\$240,480		\$190,360		\$50,120	\$220,066	(\$169,946)
Total NonGovernment		\$0	1,341	\$240,480	\$0	\$190,360	\$0	\$50,120	\$220,066	(\$169,946)
Total All Payers		\$0	6,685	\$1,020,704	\$0	\$190,360	\$0	\$630,344	\$934,056	(\$103,712)

Community Support Grant
In this amount to be
issued by WCMH

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

Type of Service Description: Generations Family Health Center, Inc. Women's Health Services
 Type of Unit Description: VISITS
 # of Months in Operation: 12, FY2016

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	(1)	Rate	Units	Gross Revenue Col. 2 * Col. 3	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue Col. 4 - Col. 5 -Col. 6 - Col. 7	Operating Expenses Col. 1 Total * Col. 4 / Col. 4 Total	Gain/(Loss) from Operations Col. 8 - Col. 9
FY 2013										
FY Projected Incremental										
Total Incremental Expenses:	\$934,056									
Total Facility by Payer Category:										
Medicare		\$0		\$0				\$0	\$0	\$0
Medicaid		\$146	5,344	\$780,224	\$0	\$0	\$0	\$780,224	\$713,990	\$66,234
CHAMPUS/Tricare		\$0		\$0				\$0	\$0	\$0
Total Governmental			5,344	\$780,224	\$0	\$0	\$0	\$780,224	\$713,990	\$66,234
Commercial Insurers		\$0		\$0				\$0	\$0	\$0
Uninsured		\$180	1,341	\$240,480		\$190,360		\$50,120	\$220,066	(\$169,946)
Total NonGovernment		\$0	1,341	\$240,480	\$0	\$190,360	\$0	\$50,120	\$220,066	(\$169,946)
Total All Payers		\$0	6,685	\$1,020,704	\$0	\$190,360	\$0	\$830,344	\$934,056	(\$103,712)

Community Support Grant
 in this amount to be
 issued by WCMFH

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

Type of Service Description	Generations Family Health Center, Inc. Women's Health Services									
Type of Unit Description:	VISITS									
# of Months in Operation	12, FY2017									
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
		Rate	Units	Gross Revenue Col. 2 * Col. 3	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue Col.4 - Col.5 -Col.6 - Col.7	Operating Expenses Col. 1 Total * Col. 4 / Col. 4 Total	Gain/(Loss) from Operations Col. 8 - Col. 9
FY 2013										
FY Projected Incremental										
Total Incremental Expenses:		\$934,056								
Total Facility by Payer Category:										
Medicare		\$0		\$0				\$0	\$0	\$0
Medicaid		\$146	5,344	\$780,224	\$0	\$0	\$0	\$780,224	\$713,990	\$66,234
CHAMPUS/TriCare		\$0		\$0				\$0	\$0	\$0
Total Governmental			5,344	\$780,224	\$0	\$0	\$0	\$780,224	\$713,990	\$66,234
Commercial Insurers		\$0	5	\$0				\$0	\$0	\$0
Uninsured		\$180	1,336	\$240,480		\$190,360		\$50,120	\$220,066	(\$169,946)
Total NonGovernment			1,341	\$240,480	\$0	\$190,360	\$0	\$50,120	\$220,066	(\$169,946)
Total All Payers		\$0	6,685	\$1,020,704	\$0	\$190,360	\$0	\$830,344	\$934,056	(\$103,712)

Community Support Grant
in this amount to be
issued by WCMFH



SHIPMAN & GOODWIN^{LLP}

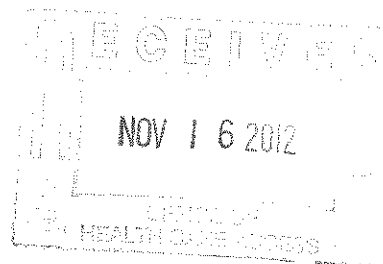
COUNSELORS AT LAW

Joan W. Feldman
Phone: (860) 251-5104
Fax: (860) 251-5211
jfeldman@goodwin.com

November 16, 2012

VIA HAND DELIVERY

Kimberly Martone
Director of Operations
Department of Public Health
Office of Health Care Access
410 Capitol Avenue, MS #13HCA
P.O. Box 34048
Hartford, Connecticut 06134-0308



Re: **TERMINATION AND TRANSFER OF OUTPATIENT PRENATAL CLINIC SERVICES; DOCKET NO. 12-31782-CON**

Dear Ms. Martone:

Enclosed please find the Notice of Appearance form regarding the matter referenced above. If you have any questions, please do not hesitate to contact me.

Sincerely yours,


Joan W. Feldman

Enclosure
2544805v2

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

IN RE: TERMINATION AND TRANSFER OF : DOCKET NO. 12-31782-CON
OUTPATIENT PRENATAL CLINIC :
SERVICES : November 16, 2012

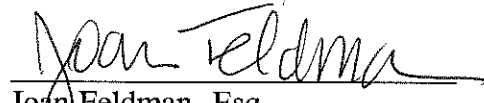
NOTICE OF APPEARANCE

Please enter the appearance of Shipman & Goodwin LLP on behalf of the Applicants in
the above-referenced matter.

Respectfully Submitted,

Windham Community Memorial Hospital, Inc.
Generations Family Health Center, Inc.

By:



Joan Feldman, Esq.
jfeldman@goodwin.com
Of Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103-1919
Tel: 860-251-5104
Fax: 860-251-5211
Their Attorney

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

IN RE: TERMINATION AND TRANSFER : DOCKET NO. 12-31782-CON
OF OUTPATIENT PRENATAL CLINIC :
SERVICES : November 16, 2012

**PRE-FILED TESTIMONY OF STEPHEN LARCEN ON BEHALF OF WINDHAM
COMMUNITY MEMORIAL HOSPITAL, INC. AS AN APPLICANT AND PRE-
FILED TESTIMONY OF ARVIND SHAW ON BEHALF OF GENERATIONS
FAMILY HEALTH CENTER, INC. AS AN APPLICANT**

Accompanying this cover sheet is the pre-filed testimony of Stephen Larcen,
Ph.D and Arvind Shaw on behalf of the Applicants in the above-captioned application.

Respectfully Submitted,

Windham Community Memorial Hospital, Inc.
Generations Family Health Center, Inc.

By:



Joan Feldman, Esq.

jfeldman@goodwin.com

Of Shipman & Goodwin LLP

One Constitution Plaza

Hartford, CT 06103-1919

Tel: 860-251-5104

Fax: 860-251-5211

Their Attorney

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

IN RE: TERMINATION AND TRANSFER OF OUTPATIENT PRENATAL CLINIC SERVICES : **DOCKET NO. 12-31782-CON**
: **November 16, 2012**

**PRE-FILED TESTIMONY OF STEPHEN LARCEN ON BEHALF OF WINDHAM
COMMUNITY MEMORIAL HOSPITAL, INC. AS AN APPLICANT AND PRE-
FILED TESTIMONY OF ARVIND SHAW ON BEHALF OF GENERATIONS
FAMILY HEALTH CENTER, INC. AS AN APPLICANT**

Good day, Attorney Hansted and staff of the Office of Health Care Access (“OHCA”). My name is Stephen Larcen, Ph.D, and I am the President and Chief Executive Officer of Windham Community Memorial Hospital, Inc. (“Windham”) and with me today is Arvind Shaw, who is the Chief Executive Officer of Generations Family Health Center, Inc. (“Generations”). We are very grateful for this opportunity to be here with you today to tell you why the above-referenced Application should be approved by OHCA. Please note that while this Application characterizes our request as a termination of services by Windham, it would be more appropriate to characterize this Application as an assumption of prenatal services by Generations.

Since I assumed my role as Windham’s President and CEO in 2011, I have made it one of my priorities to reach out to Generations to find ways in which Windham and Generations could collaborate in servicing the healthcare needs of the Windham-area community residents. Mr. Shaw, in his leadership role, has been most receptive to these specific efforts, and together we submit this proposal.

As background and as more specifically stated in the Application, Windham has been providing prenatal services to uninsured and underinsured women for many years in our Prenatal Clinic. Windham also provides diagnostic and labor and delivery services to all patients including the Prenatal Clinic's patients, which Windham will continue to provide and are unaffected by this proposal. This collaboration is a natural alignment of a hospital and local federally qualified health center ("FQHC") as envisioned in the Patient Protection and Affordable Care Act to improve accessibility and health outcomes of the community.

Generations, in turn, as a FQHC, provides community-based primary care services to uninsured and underinsured patients. While it does not currently provide prenatal services, Generations is very committed to assuming the role as the provider of prenatal services to the uninsured and underinsured patients currently being cared for by the Windham Prenatal Clinic, and integration with dental and behavioral services. Of course, should this Application be approved and Generations becomes the community provider of prenatal services for this population, the Applicants will continue to collaborate with respect to the diagnostic and labor and delivery aspect of care and in caring for high risk mothers.

While not all of the women who receive prenatal services at the Windham Prenatal Clinic are currently patients of Generations, the Applicants firmly believe that by Generations being the provider of choice for prenatal services, many of the women who are receiving their prenatal services at the Prenatal Clinic will be better positioned to access the remainder of their primary health care services at Generations if

Generations is their provider of prenatal services. Thus, it is the expectation of the Applicants that through better outreach and coordination, more uninsured or underinsured women will be able to access all of their primary care services at Generations in the same community. We believe that many of these women are currently not seeking primary care services and may be only seeking prenatal services with the onset of a pregnancy. As a FQHC, this proposal is most consistent with Generations' federal mandate and need to make primary care services more accessible overall.

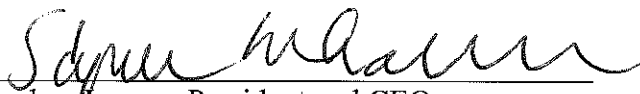
Moreover, this type of collaboration that we have proposed in this Application is exactly what community providers should be doing to better serve the needs of the community. Quite simply, Windham and Generations have taken their individual strengths and developed a collaboration that works from both a service perspective and a cost perspective. More specifically, by Generations being the provider of prenatal services, the Prenatal Clinic remains more financially secure and stable by virtue of the fact that Generations, as a FQHC, receives enhanced reimbursement for such services that recognizes the real costs associated with meeting the specific needs of this patient population. However, in order to sustain the Prenatal Clinic and ensure that it is budget neutral for Generations, Windham will provide financial support through a community benefit grant to ensure that these important services remain in the community and assist with the workforce recruitment and retention effort to maintain the service delivery.

As you know, at this time, there is no plan to relocate the services of the Prenatal Clinic from its current location and the physician and mid-level support providers will not change. Accordingly, for the patients, the change from Windham being the provider

of prenatal services to Generations being the provider of services will be virtually unnoticeable. In addition, Windham and Generations have created a working committee to address transition, quality and coordination of services issues as they may arise between Windham and Generations.

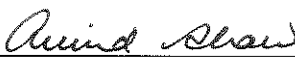
Thus, with this proposal improving access to all primary health care services for underinsured and uninsured patients, virtually no change for the patients and a cost structure that is more sustainable, the Applicants respectfully request that OHCA approve this Application in the interests of the community and the patients we jointly serve.

I adopt the foregoing pre-filed testimony as my own.



Stephen Larcen, President and CEO
Windham Community Memorial Hospital, Inc.

I adopt the foregoing pre-filed testimony as my own.

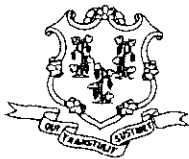


Arvind Shaw, CEO
Generations Family Health Center, Inc.

*** TX REPORT ***

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

FAX SHEET

TO: MS. JOAN FELDMAN, ESQ.

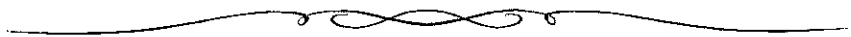
FAX: (860) 251-5211

AGENCY: SHIPMAN & GOODWIN, LLP

FROM: JACK HUBER

DATE: 11/26/2012 Time: ~1:35 pm

NUMBER OF PAGES: 4
(including transmittal sheet)



Transmitted: Table of the Record and Tentative Hearing Agenda – Regarding the Proposal to Terminate Prenatal Clinic Services at the Hospital and Transfer these Services to Generations Family Health Center in Willimantic
DN: 12-31782-CON

CC: Mr. Larcen & Mr. Shaw

**PLEASE PHONE Jack A. Huber at (860) 418-7069
IF THERE ARE ANY TRANSMISSION PROBLEMS.**

*** TX REPORT ***

TRANSMISSION OK

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

FAX SHEET

TO: MR. STEPHEN LARCEN

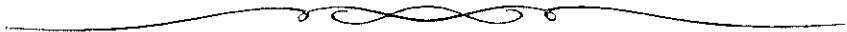
FAX: (860) 456-6838

AGENCY: WINDHAM COMMUNITY MEMORIAL HOSPITAL

FROM: JACK HUBER

DATE: 11/26/2012 Time: ~1:35 pm

NUMBER OF PAGES: 4
(including transmittal sheet)



Transmitted: Table of the Record and Tentative Hearing Agenda – Regarding the Proposal to Terminate Prenatal Clinic Services at the Hospital and Transfer these Services to Generations Family Health Center in Willimantic
DN: 12-31782-CON

CC: Mr. Shaw & Attorney Feldman

 *** TX REPORT ***

TRANSMISSION OK

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

FAX SHEET

TO: MR. ARVIND SHAW

FAX: (860) 450-7475

AGENCY: GENERATIONS FAMILY HEALTH CENTER

FROM: JACK HUBER

DATE: 11/26/2012 Time: ~1:35 pm

NUMBER OF PAGES: 4
(including transmittal sheet)

Transmitted:	<p>Table of the Record and Tentative Hearing Agenda – Regarding the Proposal to Terminate Prenatal Clinic Services at the Hospital and Transfer these Services to Generations Family Health Center in Willimantic DN: 12-31782-CON</p> <p>CC: Mr. Larcen & Attorney Feldman</p>
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PLEASE PHONE Jack A. Huber at (860) 418-7069



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Office of Health Care Access

TABLE OF THE RECORD

APPLICANTS: Windham Community Memorial Hospital, Inc.
Generations Family Health Center, Inc.

DOCKET NUMBER: 12-31782-CON

PUBLIC HEARING: November 28, 2012 at 4:00 p.m.

PLACE: Generations Family Health Center
40 Mansfield Avenue
Willimantic, CT

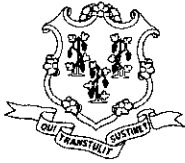
EXHIBIT	DESCRIPTION
A	Letter from Windham Community Memorial Hospital, Inc. and Generations Family Health Center, Inc. ("Applicants"), dated August 21, 2012, enclosing the Certificate of Need application for the termination of outpatient prenatal clinic services by the Hospital and transfer these services to Generations Family Health Center, received by the Office of Health Care Access ("OHCA") on August 21, 2012. (149 pages)
B	OHCA's email to the Applicants dated September 20, 2012, requesting additional information and/or clarification in the matter of the CON application under Docket Number: 12-31782. (1 page)
C	Designation letter, dated October 10, 2012, designating Attorney Kevin Hansted as hearing officer in the matter of the CON application under Docket Number: 12-31782. (1 page)
D	Applicant's email to OHCA dated October 22, 2012 regarding the CON application under Docket Number 12-31782, received by OHCA on October 22, 2012. (1 page)
E	Applicants' email responses to OHCA's letter of September 20, 2012, dated October 24, 2012, in the matter of the CON application under Docket Number: 12-31782, received by OHCA on October 24, 2012. (18 pages)
F	OHCA's letter to the Applicants dated October 25, 2012, deeming the application complete in the matter of the CON application under Docket Number: 12-31782. (1 page)
G	OHCA's request for legal notification in <i>The Chronicle</i> and OHCA's Notice to the Applicants of the public hearing scheduled for November 28, 2012, in the matter of the CON application under Docket Number: 12-31782, each notification dated October 26, 2012. (4 pages)

An Equal Opportunity Employer

410 Capitol Ave., MS#13HCA, P.O.Box 340308, Hartford, CT 06134-0308

Telephone: (860) 418-7001 Fax: (860) 418-7053

H	OHCA's letter to the Applicant dated November 8, 2012 requesting prefile testimony in the matter of the CON application under Docket Number 12-31782.(2 pages)
I	Letter from the Applicant enclosing prefile testimony and notice of appearance of Shipman & Goodwin LLP dated November 16, 2012, in the matter of the CON application under Docket Number 12-31782, received by OHCA on November 16, 2012.(8 pages)



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

TENTATIVE AGENDA

PUBLIC HEARING

Docket Number: 12-31782-CON

**Windham Community Memorial Hospital, Inc.
Generations Family Health Center, Inc.**

**Proposal to Terminate Outpatient Prenatal Clinic Services at the Hospital and
Transfer These Services to Generations Family Health Center in Willimantic, CT**

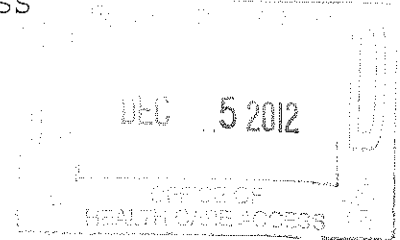
November 28, 2012, at 4:00 p.m.

- I. Convening of the Public Hearing**
- II. Applicants' Direct Testimony (10 minutes)**
- III. OHCA's Questions**
- IV. Public Comment**
- V. Closing Remarks**
- VIII. Public Hearing Adjourned**

ORIGINAL

1

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



WINDHAM COMMUNITY MEMORIAL HOSPITAL, INC.
GENERATIONS FAMILY HEALTH CENTER, INC.

PROPOSAL TO TERMINATE OUTPATIENT PRENATAL
CLINIC SERVICES AT THE HOSPITAL AND
TRANSFER THESE SERVICES TO
GENERATIONS FAMILY HEALTH CENTER
IN WILLIMANTIC, CT

DOCKET NO. 12-31782-CON

NOVEMBER 28, 2012
4:07 P.M.

GENERATIONS HEALTH CENTER
45 MANSFIELD AVENUE
WILLIMANTIC, CONNECTICUT

POST REPORTING SERVICE
HAMDEN, CT (800) 262-4102

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 . . .Verbatim proceedings of a hearing
 2 before the State of Connecticut, Department of Public
 3 Health, Office of Health Care Access, in the matter of
 4 Proposal to Terminate Outpatient Prenatal Clinic Services
 5 at the Hospital and Transfer These Services to
 6 Generations Family Health Center in Willimantic,
 7 Connecticut, held at the Generations Health Center, 45
 8 Mansfield Avenue, Willimantic, Connecticut, on November
 9 28, 2012 at 4:07 p.m.

10
 11
 12

13 HEARING OFFICER KEVIN HANSTED: Good
 14 afternoon, everyone. Before we begin, I'd ask that
 15 everyone turn off their cell phones when people are
 16 speaking, they're not interrupted. Certainly, if there
 17 are any doctors in the room, for emergency purposes, you
 18 may keep it on.

19 This public hearing before the Office of
 20 Health Care Access, identified by Docket No. 12-31782-
 21 CON, is being held on November 28, 2012 to consider
 22 Windham Community Memorial Hospital's and Generation's
 23 Family Health Center's application to terminate
 24 outpatient prenatal clinic services at Windham Hospital

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 and transfer these services to Generations Family Health
2 Center in Willimantic, Connecticut.

3 This public hearing is being held pursuant
4 to Connecticut General Statutes, Section 19a-639a, and
5 will be conducted as a contested case, in accordance with
6 the provisions of Chapter 54 of the Connecticut General
7 Statutes, the Uniform Administrative Procedures Act.

8 My name is Kevin Hansted, and I've been
9 designated by Commissioner Jewel Mullen of the Department
10 of Public Health to serve as the Hearing Officer for this
11 matter.

12 I would like to thank all of you for
13 coming today. I know how important this matter is to
14 you, each and every one of you here today.

15 It is OHCA's goal to arrive at the most
16 appropriate conclusion by reviewing the application, by
17 listening to the comments here this evening, and by
18 following our statutory criteria.

19 Assisting me here today with the public
20 hearing are Kaila Riggott on my left and Jack Huber on my
21 right. The hearing is being recorded by Post Reporting
22 Services.

23 OHCA's mission is to insure that the
24 citizens of Connecticut have access to a quality health

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 care delivery system. I'm looking forward to hearing
2 from you all today, and, in order to conduct a fair
3 public hearing, we have a couple of housekeeping matters
4 to handle.

5 The way that we will proceed this
6 afternoon and this evening is to first hear from the
7 Applicants for a brief 10-minute overview of the project,
8 followed by OHCA's questions.

9 Out of deference to legislators and
10 municipal officials, we will call them first, and then we
11 will go to the public section of the sign-up sheets.

12 Each person, who wishes to speak, should
13 write their name on the sign-up sheets, which have been
14 provided on the table right next to the door.

15 Following the hearing, I will issue a
16 proposed final decision, in accordance with Connecticut
17 General Statutes, Section 4-179. In making its decision,
18 OHCA will consider and make written findings concerning
19 the principles and guidelines set forth in Section 19a-
20 639 of the Connecticut General Statutes.

21 The Applicants, Windham Community Memorial
22 Hospital, Inc. and Generations Family Health Center, Inc.
23 have been designated as parties in this proceeding.

24 At this time, I would like all the

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 individuals, who are going to testify on behalf of the
2 applicants, to stand, raise your right hand and be sworn
3 in.

4 (Whereupon, the parties were sworn.)

5 HEARING OFFICER HANSTED: Thank you. At
6 this time, I will ask staff to read into the record those
7 documents already appearing in OHCA's Table of the
8 Record.

9 All documents have been identified in the
10 Table of Record for reference purposes. Mr. Huber?

11 MR. JACK HUBER: Thank you. For the
12 record, my name is Jack Huber. I'm an OHCA analyst.
13 Prior to today's public hearing, a copy of the proposed
14 Table of the Record was conveyed to each of the
15 applicants and their legal counsel.

16 The two-page Table of the Record
17 identifies Exhibits A through I. In the interest of time
18 and if you and the applicants are in agreement, I would
19 like to forego the formal reading of each individual
20 exhibit into the record and offer said Table of the
21 Record in its entirety for inclusion in today's
22 proceeding.

23 MS. JOAN FELDMAN: We agree.

24 HEARING OFFICER HANSTED: At this time, I

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 would ask the applicants to make their opening statement.
2 Attorney Feldman?

3 MS. FELDMAN: Good afternoon, Attorney
4 Hansted, Ms. Riggott and Mr. Huber. My name is Joan
5 Feldman. I'm counsel for the applicants, and I'm an
6 attorney with Shipman & Goodwin in Hartford, Connecticut.

7 We're here today procedurally as part of a
8 request for Windham Hospital to terminate its prenatal
9 services, but we like to view this more as a sort of
10 handing off of the baton and more of a transition of
11 services from one provider to another.

12 Unlike some recent providers in the
13 community, who have recently decided to stop providing
14 prenatal services to the underinsured and uninsured
15 population, we, when we made the decision to transition
16 care to Generations, we did that, because we wanted to
17 make sure that the service remained in the community and
18 had an ongoing commitment to seeing that service remain
19 in the community.

20 So we're here today to propose to OHCA
21 what we think is a very solid plan that will stabilize
22 the long-term existence of these services being
23 accessible.

24 We also think it's going to be an

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 improvement in the way the services are currently
2 provided. While they won't really be much of a change to
3 the patient, in terms of it being somewhat of a seamless
4 change, in that the service for now will continue to be
5 offered at the same location, with virtually the same
6 providers, the difference will be that these patients
7 will now be in the system of Generations Family Health
8 Center, which is a huge advantage to them, because they
9 will have greater continuity of care, they will have
10 greater access to the range of services that may be
11 available to them that they're not currently taking
12 advantage of.

13 Many women actually don't tend to go to a
14 physician until they have a pregnancy, so many of the
15 patients that we see in the prenatal clinic this may be
16 the only time they get health care services for a long
17 time.

18 We hope that, by becoming a patient of
19 Generations, they'll be the equivalent of being plugged
20 into a health care system and will be educated and
21 informed about everything that will be available to them.

22 So we hope, at the end of our testimony
23 this afternoon and after you've asked your questions,
24 you'll agree with us and approve our application.

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 HEARING OFFICER HANSTED: Thank you. I
2 noticed you have quite a few people here that will
3 testify on behalf of the applicants. Did you want to
4 take them one-by-one now and have them give a brief
5 statement, or are they here just to answer questions?

6 MS. FELDMAN: They're here to answer
7 questions.

8 HEARING OFFICER HANSTED: Okay.

9 MS. FELDMAN: Testimony is going to be
10 provided by Dr. Larcen and Mr. Shaw, and, if you have any
11 specific questions, there is an assortment of people
12 here, who have been assisting, in terms of planning this
13 project.

14 HEARING OFFICER HANSTED: Okay, thank you.
15 All right, so, now, at this point, I'd like to have OHCA
16 ask its questions.

17 MS. FELDMAN: Excuse me, Attorney Hansted.
18 Dr. Larcen would like to make a brief opening statement.

19 HEARING OFFICER HANSTED: That's fine.

20 MS. FELDMAN: Okay. Sorry if I wasn't
21 clear.

22 HEARING OFFICER HANSTED: That's what I
23 was asking before.

24 MS. FELDMAN: Okay. All right.

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 HEARING OFFICER HANSTED: Sure.

2 MS. FELDMAN: Mr. Shaw, too.

3 HEARING OFFICER HANSTED: Okay.

4 DR. STEPHEN LARCEN: I guess you want me
5 to adopt my pre-filed testimony?

6 HEARING OFFICER HANSTED: I would, please.

7 DR. LARCEN: Okay. I'd be happy to do
8 that.

9 HEARING OFFICER HANSTED: Thank you.

10 DR. LARCEN: Thank you. Attorney Hansted
11 and members of the staff, my name is Steve Larcen, and
12 I'm the President and CEO of Windham Hospital and
13 Natchaug Hospital.

14 I guess I first would like to thank you
15 for coming to the community for this hearing. I think
16 that's remarkable and appreciated. I think it gives you
17 a firsthand sense of the commitment that both
18 organizations are bringing to this project and, also, a
19 firsthand sense of the facilities that can be made
20 available to provide the services that are outlined in
21 our application, so we appreciate your commitment to come
22 out here and see it firsthand.

23 I joined the Windham organization in the
24 summer of 2011, and it was only really a matter of a few

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 days before it became clear to me that the prenatal
2 services were underfunded, underutilized, and clearly had
3 greater potential than what was currently the case.

4 Medicaid, as a funder, is very difficult
5 to make work, and, yet, there was a strong commitment in
6 the community to try to provide these services.

7 The private practitioners in the community
8 had made a substantial commitment to provide Medicaid
9 services both in their practice, as well as covering the
10 prenatal clinic at Windham Hospital, so the Mansfield
11 OBGYN group was very much a part of the planning of this
12 project and has made a long-term commitment in the
13 community to try to make sure that there are adequate
14 services for women, regardless of their payer source.

15 As we developed our planning process with
16 Generations, it became clear to me that a lot more could
17 be offered to women if we were able to partner with
18 Generations.

19 Along the lines that Attorney Feldman has
20 outlined, the women that are beneficiaries of the
21 prenatal service have a myriad of health care needs, and
22 linking them up to good primary care, behavioral care,
23 dental care, the whole panoply of services that
24 Generations can offer them would clearly be a benefit of

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 this program.

2 One of the things that became clear as we
3 started to develop this program was two things. One, we
4 needed more providers, that the range of providers that
5 were available were limited, and, so, the hospital began
6 immediately to recruit additional providers that could be
7 used to staff the prenatal clinic, and, so, we recruited
8 this past summer a nurse midwife that is employed by the
9 hospital and will be part of this project, and we are
10 actively recruiting an additional OBGYN physician that
11 will be part of the program.

12 These providers, which are hospital
13 employees, will continue to provide the care under our
14 relationship with Generations, and I think that's one of
15 the strengths of this application, is that the hospital
16 is using its ability to try to recruit and attract the
17 needed providers to the community that then can be best
18 utilized within the structure and umbrella of
19 Generations.

20 So part of our relationship here is to
21 basically provide a lease arrangement, where we are going
22 to be contracting for those provider services to
23 Generations, so that they have the necessary professional
24 people.

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 From a client point of view, from a
2 patient point of view, the provider that they're seeing
3 today is going to be the same provider that they're going
4 to see, should you approve our application, and this
5 program transfer over as we expect.

6 The other key element of this application
7 was it was important that, as Generations took this
8 program over, that it be, basically, a budget neutral
9 event for them, and what that meant was that the hospital
10 would have a commitment of providing what we call a
11 community benefit grant to Generations to support the
12 cost of the uninsured women, the startup cost associated
13 with getting this program up and running, and, so, we've
14 made a five-year commitment of financial support to this
15 program that is outlined in that community benefit
16 agreement.

17 I think that that says two things. One,
18 the hospital's commitment to the project is long-term,
19 and, two, that we want Generations to succeed at meeting
20 what we think is really unmet need, and really grow the
21 program, as we've outlined in our documents for you.

22 With that said, I'd say two things about
23 the team behind me. Many of the people in this room are
24 the people that were actively involved in planning this

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 program, physicians from your staff, physicians from our
2 staff, leaders from both organizations were actively
3 engaged in assessing the need, what kind of staffing
4 would be needed, what the potential was for growing the
5 program, and, so, I think that the success of this is
6 going to come about from the people that are sitting
7 behind us. Thank you for your time. Arvind?

8 MR. ARVIND SHAW: Thank you very much. I
9 do also want to take the time to thank our Board, and our
10 Board actually unanimously endorsed this program,
11 supported this program, asked us to go forward with the
12 hospital.

13 I think this is a very interesting
14 innovation. We take the best from the hospital and the
15 best of Generations, and we put it together in a system,
16 which is hopefully going to be seamless for our patients.

17 I know its care that we provide on an
18 individual basis, on a case-by-case basis. We like to
19 see our patients as individuals, and we want to make sure
20 that we provide them with appropriate care.

21 This is really a result of 14 months of
22 planning, and it doesn't happen automatically, and I do
23 want to take some time to recognize the efforts of our
24 staff.

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 They've been very, very diligent in
2 looking at the plans that we're making, looking at some
3 of the assumptions that we're making. I know,
4 ultimately, it is a leap of faith, and we think that this
5 is a very good development for women's health care and
6 for some of the outcomes that we hope for the young
7 folks, who will be joining us through this program.

8 We think, also, that this is a very good
9 system to show how a community can collaborate on
10 something, which is so fundamental and will be driving
11 some of the outcomes for so long in our health care
12 system.

13 The integration of behavioral, dental and
14 primary care will really help what it is that we're
15 providing. I think what we also bring to the table is
16 the community-based programs that we have for
17 translation, transportation, medication that we can help
18 focus on our patients, so that we can improve the
19 outcomes that we're looking for.

20 The hospital has really helped up in a
21 number of different ways. This is a different competency
22 for us. We recognize it as a different competency.
23 We're very grateful that the hospital has the ability to
24 actually redirect some of those resources and reassemble

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 them in a way in which we can make the health care system
2 make sense for our patients.

3 As a qualified health center, one of our
4 primary focuses is to make sure that folks have access to
5 health care, and this is done to them without any
6 disparity.

7 While I know 20 million people in the
8 country receive these services, the expectation under the
9 Affordable Care Act is much better, and they're expecting
10 us to actually double what we're doing, so I know that,
11 in the interim, you are helping us, but I think
12 ultimately what's going to happen is that the Affordable
13 Care Act will help resolve some financial questions I'm
14 sure you'll probably be asking about. Thank you. And I
15 do adopt this testimony. Thank you.

16 HEARING OFFICER HANSTED: Okay. Attorney
17 Feldman, did you have anyone else you'd like to --

18 MS. FELDMAN: Nothing more. We're ready
19 for your questions.

20 HEARING OFFICER HANSTED: Thank you. Mr.
21 Huber?

22 MR. HUBER: Jack Huber for the record.
23 I'm going to be beginning with some questions having to
24 do with the project description and service account

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 configuration.

2 On page eight of the CON application, it's
3 indicated that prenatal clinic services are the only
4 women's outpatient health services that the hospital
5 provides and proposes to terminate.

6 The draft of the proposed master agreement
7 found in attachment one, starting on page 18 of the CON
8 application, identifies the services affected by the
9 proposal as Women's Health Services Clinic.

10 My first question, is the CON application
11 term outpatient prenatal clinic services synonymous with
12 the master agreement term, Women's Health Services
13 Clinic?

14 DR. LARCEN: Yes.

15 MR. HUBER: Where do the hospital's
16 Connecticut Breast and Cervical Cancer Early Detection
17 Program and Wise Women's Program, which are programs for
18 medically underserved women, fit within the context of
19 this proposal?

20 DR. LARCEN: Some of those services the
21 hospital will continue to be the provider of record, and
22 there are elements that we can contract out.

23 For example, we contract certain services
24 at I think Day Kimball. We may even contract some

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 services to Generations in other parts of the community,
2 so those grants, where there's a state grant involved, do
3 allow the hospital for subcontracting certain elements of
4 the service, but the hospital will continue to be the
5 provider of record of those grants.

6 MR. HUBER: Describe in greater detail how
7 the clinic staff has historically worked closely with the
8 health center and Mansfield OBGYN Associates in the
9 delivery and the coordination of care for clinic
10 patients.

11 DR. LARCEN: That's a historical question,
12 correct?

13 MR. HUBER: Yes.

14 DR. LARCEN: The historical question is
15 that the current prenatal clinic is staffed with
16 contracted time from the Mansfield OBGYN practice. They
17 are there I think right now about one day a week, on
18 occasion two days a week, but mostly I think it's just
19 one day a week right now.

20 And, so, we contract for that time. The
21 hospital contracts for that time for them to cover the
22 clinic medically, and they work directly with our staff.

23 As we have been developing the clinical
24 protocols for this program, Dr. Watson, who is a Medical

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 Director for services here for the GYN services at
2 Generations, has been working both with Mansfield OBGYN,
3 a group he was previously affiliated with, and with the
4 hospital staff to get consensus around the protocols that
5 would be adopted as part of this program.

6 I think that goes back to Arvind's earlier
7 comment, about getting the technical assistance from the
8 hospital and from our medical staff, so the relationship
9 currently has been that Mansfield OBGYN is contracted for
10 those services.

11 Obviously, they also do deliveries of all
12 the babies that are seen in the program, and that will
13 continue, so they will get their prenatal care through
14 the women's health clinic that you referenced, the name
15 that we will use going forward, so they'll get their
16 prenatal care through the clinic, but when it comes time
17 for delivery, the Mansfield OBGYN will rotate with our
18 OBGYN physician, so that there will be coverage around
19 the clock to afford the delivery, so they will continue
20 to participate in the deliveries.

21 Did I answer your question?

22 MR. HUBER: Yes, you did.

23 DR. LARCEN: Thank you

24 MR. HUBER: Thank you. Is Generations

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 currently providing any prenatal services?

2 MR. SHAW: No, we are not.

3 MR. HUBER: So there won't be any
4 duplication of service by virtue of what you're
5 proposing?

6 MR. SHAW: No.

7 HEARING OFFICER HANSTED: In the
8 application, it's referenced that this will prevent a
9 duplication of services. Can you just expand upon that?
10 If you're not providing the same services, how is that
11 preventing a duplication of services?

12 MS. FELDMAN: I don't know, specifically,
13 where you're referring to in the application, but that's
14 fine. I think there's a couple of angles at which that
15 statement was intended to address.

16 One is that there's a coordination here,
17 and, just to clarify, with respect to the federally-
18 qualified health care center, they are mandated under
19 statute with respect to what services they can and cannot
20 provide.

21 And if they want to increase the scope of
22 their services, they have to go through a federal
23 process, where they have to convince the federal
24 government that they have the capacity to provide the

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 service and that it will be budget neutral.

2 So it's been a very, very clear
3 delineation that they've had none of that service up
4 until OHCA presumably will approve them to allow us to
5 transition the services, and, two, they get approval from
6 HRSA to expand the scope of their services.

7 In terms of duplication, the idea is that,
8 through this coordination, there would not be
9 duplication. Second of all, we also hope that, by virtue
10 of this relationship, there will be less duplication with
11 respect to primary care services.

12 So when a patient comes in for prenatal
13 services, very often they'll need blood work, they'll
14 need various things, screenings, wellness checks, they'll
15 have some medical issues, so it will be better
16 coordinated, because, hopefully, they'll be receiving all
17 their primary care services from Generations, so that
18 there will be less duplication.

19 HEARING OFFICER HANSTED: Okay, thank you.

20 MS. FELDMAN: Did you want to, Mr. Shaw?

21 MR. SHAW: When we think of duplication of
22 services, in my mind I think of two different doors where
23 the same services are being provided. There will be just
24 one single door, and that door will serve all of our

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 patients, so I don't have any doubt in my mind that there
2 will be no duplication of these services.

3 HEARING OFFICER HANSTED: Thank you.

4 DR. LARCEN: Preventative, not
5 elimination, perhaps.

6 HEARING OFFICER HANSTED: Thank you.

7 That's what I was getting at.

8 MR. HUBER: The CON application points out
9 that the hospital and the health center are committed to
10 strengthening their working relationship and increasing
11 opportunities for coordination of care.

12 Describe for us, if you can, the evolving
13 nature of this relationship between the two of you.

14 DR. LARCEN: We both can comment on that.
15 The other initiative that we undertook this year was
16 closer coordination between our emergency department and
17 the Generations primary care team.

18 We have, as you might imagine, a lot of
19 patients that show up at the emergency room that really
20 need primary care follow-up.

21 In some cases, they might be existing
22 patients of Generations. In some cases, these are
23 patients that do not have primary care relationships,
24 and, so, we were successful I think this year in

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 partnering over a new system that was in place, that was
2 put into place to facilitate scheduling of appointments
3 directly from the E.D. and coordinating a liaison with
4 the primary care team here, which we hope would help to
5 reduce repeat visits to the emergency room that are
6 generated, because people have not followed up and sought
7 needed primary care, as recommended.

8 So we see this problem. I think we've
9 taken some very collaborative steps to do that.

10 MR. SHAW: I think, historically, we have
11 had a very longstanding relationship with the hospital,
12 where our physicians have been on staff.

13 In the past, our physicians have also
14 served in the hospital rounding on patients. I think,
15 ever since our hospital got hospitalists, we stopped
16 doing that, but the collaboration on this project has
17 been quite phenomenal.

18 We have had to look at different elements
19 of the care protocol and assemble them in a way that
20 makes sense, in terms of 2012 and 2013, and make sure
21 that they are meeting the standards of care, which the
22 feds expect from us as Generations, as a community health
23 center.

24 I think this is going to be a work in

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 progress for us. There are several elements in here that
2 we know are going to be continuing. Our understanding is
3 that the same folks, who have been sitting around the
4 table assembling the protocols and looking at the way in
5 which we integrate services, were meeting as an
6 operational team, and that team will actually evolve into
7 a quality team, so we see this as a continuum.

8 It doesn't end with just us providing
9 these services. We're looking at it as a continuum to
10 make sure that we are well-informed in the way in which
11 we are delivering these services. Did we answer your
12 question?

13 MR. HUBER: Yes. Thank you. Once the
14 Health Center assumes the responsibility of providing
15 prenatal clinic services, the proposal calls for the
16 hospital to redirect its resources to providing services
17 that are not provided by the health center.

18 Has the hospital identified any other type
19 of service it wishes to offer in place of the prenatal
20 clinic services?

21 DR. LARCEN: Not at this time.

22 MR. HUBER: The Health Center's website
23 identifies Willimantic, Norwich, Danielson and Putnam as
24 communities that host Health Center practice sites.

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 As much as you have indicated in the
2 application that Backus Hospital and Day Kimball Hospital
3 have closed their respective prenatal clinic operations
4 and that you are expecting an associated increase in the
5 number of prenatal visits to your program, has any
6 consideration been given to expanding prenatal clinic
7 services to the other practice sites?

8 MR. SHAW: Not at this time.

9 MR. HUBER: Might that happen in the
10 future?

11 MR. SHAW: Well I'd like to do one thing
12 at a time. (Laughter)

13 MR. HUBER: Contained within the
14 application is a draft notification letter. It's page
15 79, Attachment D of the application, that will be used to
16 inform clinic patients of the proposed service transfer,
17 and it states, in part, that should you have any
18 questions or if this arrangement is not desirable to you
19 and you would like your medical records sent to another
20 provider of your choosing, we will provide you with the
21 names of alternative providers for women's health
22 services.

23 When a referral outside the existing
24 prenatal clinic becomes necessary, has a list been

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 prepared with alternative of women's health providers
2 that will be used to accomplish these referrals?

3 DR. LARCEN: I may have to check with my
4 staff on that question.

5 MS. FELDMAN: I'd like to. This is Joan
6 Feldman speaking. It's a difficult situation. We're
7 hoping, of course, that people will not find any reason,
8 because, as I mentioned early on, it will be a virtual
9 transition, in that the clinicians will be the same, the
10 location will be the same, but, for one reason or
11 another, there are always patients that don't want to
12 continue to receive services at the prenatal clinic.

13 Unfortunately, it's the reality that more
14 and more private practice physicians are cutting back on
15 the number of uninsured and Medicaid patients that they
16 see in their private practices.

17 That is sort of part of the assumption
18 that we used, in terms of projecting the volumes that we
19 project.

20 As you know, Windham Hospital is part of
21 the Hartford Health Care system, and it seems quite
22 natural, and I know we had a discussion about this early
23 on, folks are just forgetting, that Hartford Health Care
24 provides a lot of women's health services, has the same

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 sort of prenatal clinic in Hartford on Park Street for
2 medically-underserved women, uninsured women, and
3 underinsured women, so that would be principally our best
4 option, and that would be most likely where we would
5 refer those patients.

6 MR. HUBER: Can the hospital provide us
7 with a prenatal clinic volume breakout for the recently-
8 completed 2012 fiscal year in the same format as was
9 supplied in Attachment E, page 81, on the CON application
10 for fiscal year 2011?

11 DR. LARCEN: Which page was that?

12 MR. HUBER: Page 81.

13 MS. FELDMAN: I'm sorry. So we're looking
14 at page 81?

15 MR. HUBER: Yes.

16 MS. FELDMAN: Okay.

17 DR. LARCEN: And your question is can we
18 do the same breakout by town for '12?

19 MR. HUBER: Correct.

20 DR. LARCEN: Sure.

21 MR. HUBER: At the time that the
22 application was submitted, we were still in fiscal year
23 '12.

24 DR. LARCEN: The answer is we can provide

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 that, yes.

2 MR. HUBER: Okay.

3 HEARING OFFICER HANSTED: Please submit
4 that as a late file. How long do you need to submit
5 that?

6 MS. FELDMAN: Not long.

7 DR. LARCEN: Not long. A week.

8 HEARING OFFICER HANSTED: By the end of
9 next week is fine. Thank you.

10 MR. HUBER: That would be late file No. 1.

11 HEARING OFFICER HANSTED: Thank you.

12 DR. LARCEN: He's numbering them. That's
13 a bad sign.

14 HEARING OFFICER HANSTED: There may be
15 only one.

16 MS. FELDMAN: Okay.

17 MR. HUBER: To facilitate the transition
18 of the outpatient prenatal clinic from the hospital to
19 the Health Center, the hospital, as you've earlier
20 indicated, will be providing a community support brand
21 that will cover some of the initial startup expenses and
22 some of the Health Center's operating expenses on an
23 annual basis from fiscal years 2013 through 2017.

24 If we could please turn to the revenue and

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 expense statement that you supplied in response to the
2 completeness questions that we had posed? They're
3 identified by Attachment T, Revised Financial Attachment
4 1 for Generations, and Attachment S, Revised Financial
5 Attachment 1 for Windham Hospital.

6 MR. VINCENZO CARANNANTE: Can you tell us
7 the page number? I'm sorry.

8 MR. HUBER: That came in on an e-mail
9 correspondence, so I don't believe it was paginated.

10 DR. LARCEN: I have it. It's numbered 159
11 is Schedule T, and Schedule S is 152.

12 MR. HUBER: If we can look at Attachment T
13 for Generations? When one looks at the Health Center's
14 projected incremental revenue expenses and value
15 statistics attributable to the operation of prenatal
16 clinic, why do each of these measured remain static from
17 fiscal year 2014 through 2017?

18 That would be the operating years two
19 through five of the project.

20 DR. LARCEN: Give me a chance to look at
21 that.

22 MR. HUBER: Sure.

23 MS. FELDMAN: This is Generations. We
24 have our financial person here. Yeah, go up.

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 MS. DEBRA DAVIAU SAVOIE: Hi. My name is
2 Debra Savoie. I'm Chief Financial Officer for
3 Generations Family Health Center.

4 Our assumptions were intertwined with the
5 legal agreements that were formulated between both the
6 hospital and Generations.

7 One of the major assumptions that we made
8 in moving forward was that there was going to be an
9 active full patient population.

10 As it has been increasing and the services
11 have been increasing, one of our assumptions was that the
12 patient population would have increased by the time we
13 assumed services, therefore, given the level of births at
14 the hospital for this type of population, which remained
15 relatively static over the years, we assume the same
16 population from year-to-year.

17 MR. HUBER: Do you happen to know how many
18 visits the service had for fiscal year 2012?

19 MS. DAVIAU SAVOIE: For the hospital?

20 MS. FELDMAN: That information is in here.

21 MR. HUBER: It was estimated at 1,292 at
22 the time of the filing of the application.

23 MS. FELDMAN: Right. Annualized.

24 MR. HUBER: I don't know. Did that number

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 change to any measurable degree in the closing months?

2 MS. FELDMAN: No, it has not. You know I
3 think the other thing is there are certain limitations,
4 in terms of capacity, for the prenatal clinic, how many
5 patients they could see, based on the current hours of
6 operation that we have.

7 We did not project, based on more extended
8 hours of operation, but that, of course, may occur in the
9 future, depending upon demand, but we pretty much kept
10 static, based on capacity.

11 MS. DAVIAU SAVOIE: Right. I think one of
12 the major assumptions was, right now, the operation of
13 the prenatal clinic does have a little bit of reduced
14 staffing. You've been increasing it. Over the last
15 several months, patient demand has increased to serving
16 more patients, so we believe the demand is there, so that
17 when we assume operation, that it will be at full
18 throttle, basically.

19 HEARING OFFICER HANSTED: Attorney
20 Feldman, you talked about the capacity that the clinic
21 has, and I noticed that, in 2013 going forward, the
22 volume substantially increases. Why is that, and how
23 will that be handled?

24 DR. LARCEN: Let me talk a little bit

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 about the growth projection that we've made. We did a
2 very detailed look at the Medicaid utilization in the
3 local community private practice. We looked at what the
4 practitioner gaps were that we needed to fill, in terms
5 of adding practitioners.

6 We looked at what was the demand for these
7 services, so we have projected growth within this clinic,
8 but when we look at the number of Medicaid patients in
9 total that are accessing care, including the data that
10 was provided to us by the local private practice, we're
11 fairly confident that these are actually conservative
12 numbers.

13 Even though they look rather ambitious,
14 they do not represent 100 percent of what is currently
15 being done, so we are expecting more women to take
16 advantage of this as it's more accessible, and we are
17 expecting that the providers that we bring in will make
18 the capacity available to treat those women.

19 MS. FELDMAN: Let me see if I can also add
20 to that and respond to what I think you might be asking.
21 With respect to the current utilization rates that
22 Windham is experiencing, they're not at full capacity
23 until recently, because there's been some changes with
24 respect to local private practices, OBGYN physicians, who

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 have recently decided to shut down their practices to
2 this particular population, so while, historically, we've
3 basically underperformed, based on our fixed cost and the
4 volume of patients we've seen, in the last 12 months,
5 we've picked up significantly, because of some decisions
6 that are made outside of our control, and we've welcomed
7 those patients into our practice, so we've seen a
8 significant climb in the volume there.

9 We think it's probably going to stabilize,
10 and there's some room for expansion, should they need to,
11 and it's certainly going to be Generation's decision, in
12 terms of hours of operations, days of the week, and all
13 of those issues. Is that responsive?

14 HEARING OFFICER HANSTED: So the clinic,
15 as it's being proposed, could it handle the volume that's
16 projected?

17 MS. FELDMAN: Yeah.

18 DR. LARCEN: Yeah. We, actually, very
19 carefully looked at standards of productivity for the
20 practitioners. We are adding additional practitioners.
21 We added a midwife this summer, and we're adding another
22 OBGYN, so, absolutely, that staff would be able to handle
23 the volume that we're talking about here and still be
24 operating below maximum capacity, and it would be much

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 more cost-effective.

2 I want to go back to Jack's question, if I
3 could, for a second.

4 HEARING OFFICER HANSTED: Sure.

5 DR. LARCEN: Because I think your question
6 and his actually relate to each other. The approach that
7 we used on this and the reason that the expenses are
8 flat, we didn't factor inflation in the expenses, nor did
9 we factor into reimbursement rates.

10 We made no assumption about a change in
11 rate as a function of the rate process that Generations,
12 because we took current dollar rates for both the wages
13 and the volume.

14 What we looked at was the demand, and we
15 tried to project that, so if you look at the middle of
16 that schedule T, the line, called Other Operating
17 Revenue, that's our community benefit grant, the 220,520.
18 Do you see that? And then that drops down to the 103,712
19 as we get to what we think is kind of the optimal level
20 of functioning for the program, which is about 6,500 or
21 6,600 visits. I can't quite read that number.

22 So we focused our attention on the
23 productivity of the staff, the needed staff that would be
24 there, the demand, what we thought was reasonable demand,

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 given the data we had of the patients that are in the
2 community.

3 We also know that there will be more
4 Medicaid women that will be covered as of January of '14,
5 so we factored that in, as well.

6 We spent our time mostly on the demand
7 side and on how much subsidy would be required in current
8 dollars. We didn't try to predict rate changes over the
9 next five years.

10 And if you have a book that we could use
11 for that, we would welcome it.

12 COURT REPORTER: One moment, please.

13 HEARING OFFICER HANSTED: I think what I'm
14 hearing, and I'm trying to whittle this down to how do we
15 get those projected numbers from 2013 forward, it's a
16 combination of more women having access to Medicaid
17 coverage in conjunction with less private practitioners
18 offering those services to those women.

19 DR. LARCEN: You got it.

20 HEARING OFFICER HANSTED: Thank you.

21 DR. LARCEN: You got it exactly.

22 HEARING OFFICER HANSTED: Following up on
23 that, do you have any sort of written analysis that was
24 done for those projections that you could provide to us?

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 DR. LARCEN: What we have, we have lots of
2 spreadsheets that are fairly ugly, so, I mean, it depends
3 on how raw you want the information.

4 We don't have anything that's like a nice,
5 neat report. We have lots and lots of spreadsheets, data
6 that we gathered from the private practice, estimates of
7 growth in the volume in 2014, but I'll have to go back
8 and see if there's anything that's clean enough.

9 I'm not sure there's anything that's clean
10 enough that would not require a lot of additional work to
11 try to clean up.

12 MS. DAVIAU SAVOIE: If I may add some of
13 the additional assumptions that we made?

14 HEARING OFFICER HANSTED: Sure.

15 MS. DAVIAU SAVOIE: So, in terms of the
16 significantly increased volume, we were looking at the
17 current configuration and the current payer mix, the
18 traditional payer mix of the hospital prenatal clinic,
19 which had mostly been an uninsured population, and only
20 within the last year began seeing Medicaid patients.

21 So we assumed, over time, with the changes
22 that are happening with the private practices, more of
23 the women that are already qualified for Medicaid that
24 might be seen and had been seen previously in private

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 practices would be moving over to our services, which had
2 traditionally been uninsured, and, therefore, the payer
3 mix would be changing over time from a traditionally
4 uninsured population, a very small uninsured population,
5 to mostly a Medicaid population with uninsured, with a
6 spattering of private insurance.

7 The other point I'd like to make is that,
8 in our model, we are not only delivering outpatient
9 prenatal care. We're also expanding routine
10 gynecological services above and beyond, and Dr. Watson
11 could probably speak a little bit more to that, in terms
12 of procedures, colposcopies and routine GYN, as well.

13 We had looked at the volume of Medicaid
14 deliveries from the hospital to estimate the number of
15 prenatal visits we will provide, but, then, the other
16 part of that, almost half, is going to come through the
17 provision of routine GYN care.

18 MS. FELDMAN: And, to add to that, you
19 know, as we started out, it's our hope that these women
20 become primary care patients of Generations, so that
21 there will be additional revenue that Generations
22 receives as a result of caring for these patients, and
23 that has not been quantified, but we believe that that's
24 likely to follow at some level.

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 HEARING OFFICER HANSTED: Okay, thank you.

2 I just want to go off the record for a minute.

3 (Off the record)

4 MS. FELDMAN: Attorney Hansted, we would
5 like to just supplement one of our responses.

6 HEARING OFFICER HANSTED: Sure.

7 MS. DAVIAU SAVOIE: In terms of coming up
8 with the productivity expectations, we are using
9 Generations' agency standards for the same types of
10 providers, mid-levels-to-mid-levels and physicians-to-
11 physicians.

12 So when we're estimating the number of
13 visits a particular provider can provide, it's right in
14 line with what the Health Center already does.

15 HEARING OFFICER HANSTED: Okay, thank you.
16 Just a couple of other follow-up questions, in terms of
17 the financials and the projections involved here.

18 Both of the attachments show -- or,
19 actually, let me just stick to just Attachment T for
20 Generations. It continually shows in the projections a
21 loss, an increasing loss year-after-year, a net loss.

22 I'm concerned about that, as far as the
23 financial sustainability of this project. Now I do -- I
24 am aware that, in looking at this, I see it's a loss with

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 or without the CON.

2 MS. FELDMAN: That's right.

3 HEARING OFFICER HANSTED: Now can you just
4 speak to that and give me some comfort?

5 MS. DAVIAU SAVOIE: I can address that
6 one. So, in our financial projections, we had presented
7 our consolidated financial statement. Generations has a
8 subsidiary company, an LLC, which owns this building, so
9 the loss you see is primarily just depreciation expense
10 for the consolidated financials, so it's not a cash loss.

11 MS. FELDMAN: Just to clarify that, we
12 don't anticipate that Generations would experience a
13 revenue loss in connection with the line of service,
14 however, as you could see from Windham Hospital's
15 financials, they are currently and have been experiencing
16 a loss in connection with the service.

17 HEARING OFFICER HANSTED: Okay, thank you.
18 And, along those same lines, I understand there's some
19 financial backing here on the part of Windham Hospital
20 for the next five years. What happens after those five
21 years?

22 MS. FELDMAN: We'll all be gone.

23 HEARING OFFICER HANSTED: Let's hope not.

24 DR. LARCEN: Well I think that, first off,

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 we still have the providers employed by the hospital,
2 and, so, our interest is in seeing this relationship
3 prosper, and I think, between Arvind and I, we're
4 convinced that not only will this program narrow that
5 100,000-dollar gap, I mean that's a conservative
6 approach, we factored in the second year and continued it
7 for years three through five, we think we can reduce
8 that.

9 We also think this is a program that would
10 be attractive to grant funders, in terms of improving
11 access to health care for women in the community, so
12 we're actually fairly confident that we're going to be
13 able to narrow that required subsidy, but the bottom line
14 is that the hospital is committed to seeing this for the
15 long-term, period.

16 We've hired the practitioners, we formed a
17 relationship with Generations, so our interest is a long-
18 term interest in making sure that this is an ongoing,
19 viable enterprise, but I'll let Arvind speak about his
20 ambitions.

21 HEARING OFFICER HANSTED: Before you pass
22 that microphone, can you further define long-term for me?

23 DR. LARCEN: Well we've been in the
24 community since 1933, so I'd say that Windham Hospital's

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 interest is long-term. It doesn't have an out date. I
2 mean we didn't write a 25-year contract. That would make
3 no sense in today's world, but, you know, our interest is
4 staying the course with this, and this need is not going
5 to go away.

6 Now for us to forecast exactly what's
7 going to happen in five years is very, very difficult, in
8 terms of how that relationship would be structured, but
9 we have a stake.

10 We're going to be hiring the
11 practitioners, so we have a stake in having those
12 practitioners being gainfully and productively utilized
13 through this program, and I'm sure that Generations has a
14 stake in trying to make this as financially successful as
15 possible.

16 We've made a five-year commitment in these
17 documents, because we wanted to make a clear long-term
18 commitment between the two parties, and we thought five
19 years conveyed that, but we're in this for the duration.

20 HEARING OFFICER HANSTED: Not to put you
21 on the spot, but is the hospital willing to make a longer
22 term commitment on paper to Generations?

23 DR. LARCEN: I don't think so, and it's
24 not a hospital commitment issue. It's being able to

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 predict what the business circumstances would be at that
2 point in time and how the relationship should be
3 structured.

4 The parties might want to change the
5 structure at that point, in terms of who hires the
6 practitioners, what the rates of reimbursement are, the
7 staffing levels.

8 For us to try to predict that far out is
9 not really feasible, but your facilities they're going to
10 be here durationally. I mean these are both two
11 organizations that are going to have a long-term
12 commitment to this community's health.

13 MS. FELDMAN: Yeah, and I think that
14 federally-qualified health centers are really at a
15 premium in the health care market, and that does not go
16 unnoticed by Hartford Health Care, which is the parent
17 integrated health care delivery system for Windham
18 Hospital.

19 And while they're not applicants and I
20 certainly can't speak for them, but, more generally, I
21 think it's true to say that health care systems are very
22 much interested in aligning with FQHCs to work
23 collaboratively in meeting the needs of certain
24 populations, and so that it could be -- services could be

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 provided more efficiently and more cost effectively.

2 That's a reality.

3 The other reality right now is that, by
4 Windham providing the service, Windham's financial health
5 is at issue, too, and I think you know that.

6 And, specifically, with this line of
7 service, they are losing a significant amount of money
8 each year and have been, because they basically service
9 people, who don't have any source of insurance.

10 When we look at the modeling with
11 Generations, we fully expect that they're going to be
12 self-sufficient. It's really they should be more -- you
13 should be more worried about Windham than you should be
14 about Generations in this capacity.

15 So, at this point, it's very difficult for
16 Windham to commit beyond the five years, because no one
17 knows what position either party will be in at that
18 point, but at least, for transitional purposes, which is
19 what we think was important, because we project that
20 they'll be very self-sufficient, that there won't be a
21 need at the end of five years.

22 I hope that gives you a little bit more
23 comfort, but that's the best we can do at this point.

24 HEARING OFFICER HANSTED: That's fine.

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 Mr. Shaw, I believe you wanted to -- you had some
2 comments.

3 MR. SHAW: So I would love to wake up and
4 not be worried, however, in the scheme of things, charity
5 is not a system of care. I would like our programs to
6 stand by themselves and us not be dependent upon the
7 funds from the outside to provide what's, I think, a
8 great value.

9 Let me turnaround that question to you and
10 say what's the value of having a child go full-term? Six
11 months, if you can bring a child all the way to full-
12 term, you reduce costs. You reduce costs throughout the
13 system.

14 I see that as a value that we bring to the
15 table over here. We are in the business of spending
16 money, but we also need to spend this money very
17 carefully, and my feeling is that we can do a much better
18 job by coordinating this care.

19 These monies are not available readily and
20 available. They are hard-earned money. We can do a
21 better job, by coordinating this care, by providing it in
22 a way that is meaningful, and by making sure we do the
23 prevention piece that needs to happen along with this.

24 So my sense is that this is an improvement

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 on an existing system. It's not all the way there.
2 Philosophically, we have to change the way in which we
3 view reimbursement. We're looking at this in a very
4 traditional way, looking at it from a volume basis, when
5 you really haven't quantified the prevention piece that
6 we're bringing to the table.

7 It's an interesting question. I think
8 about these things. They do worry me. I wonder what's
9 happening with our budget today with the Governor's
10 pronouncements.

11 We have to be looking at our resources and
12 monitoring these resources in a careful way. A
13 collaboration like this is a hallmark of making sure that
14 these services are well-spent in our community. Thank
15 you.

16 HEARING OFFICER HANSTED: Thank you. A
17 couple more questions. Does Generations have any
18 facilities outside of Connecticut?

19 MR. SHAW: No, we do not.

20 HEARING OFFICER HANSTED: And what is the
21 name of Generations' parent company?

22 MR. SHAW: This is the world headquarters.
23 It's Generations Family Health Center, Incorporated.

24 HEARING OFFICER HANSTED: Okay. There was

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 a parent company mentioned in previous testimony.

2 MR. SHAW: It's an LLC, which we did a
3 leveraged loan to sell our new market tax credits.

4 HEARING OFFICER HANSTED: Okay.

5 MR. SHAW: And, so, the LLC owns this
6 building.

7 HEARING OFFICER HANSTED: Okay.

8 MR. SHAW: For seven years. It's a way in
9 which we can comply with the IRS requirements of a
10 leveraged loan.

11 HEARING OFFICER HANSTED: All right, very
12 good. Thank you.

13 MR. SHAW: Our Board is in charge of both
14 the corporations.

15 HEARING OFFICER HANSTED: Okay. OHCA is
16 complete with its questions. Attorney Feldman, did you
17 want to give a closing statement, or did you have anyone
18 else that wanted to speak on behalf?

19 MS. FELDMAN: I don't think so.

20 HEARING OFFICER HANSTED: No? Okay. Not
21 even a closing statement?

22 MS. FELDMAN: I don't think so.

23 HEARING OFFICER HANSTED: No? Okay, thank
24 you. Well that will conclude the technical portion of

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

1 the hearing. At this point, I'd like to move onto the
2 public portion.

3 (Whereupon, the public comment portion of
4 the hearing commenced.)

HEARING RE: OFFICE OF HEALTH CARE ACCESS
NOVEMBER 28, 2012

	PAGE
Convening of the Public Hearing	2
Applicants' Direct Testimony	6
OHCA's Questions	15

'12 [2] 26:18 26:23	39:11 47:1	26:24	automatically [1] 13:22	44:6
'14 [1] 34:4	accessible [2] 6:23	anticipate [1] 38:12	available [7] 7:11	budget [3] 12:8
.Verbatim [1] 2:1	31:16	appearing [1] 5:7	7:21 9:20 11:5	20:1 44:9
07 [2] 1:13 2:9	accessing [1] 31:9	applicants [9] 4:7	31:18 43:19 43:20	building [2] 38:8
1 [3] 27:10 28:4	accomplish [1] 25:2	4:21 5:2 5:15	Avenue [2] 1:15	45:6
28:5	accordance [2] 3:5	5:18 6:1 6:5	2:8	business [2] 41:1
1,292 [1] 29:21	4:16	8:3 41:19	aware [1] 37:24	43:15
10-minute [1] 4:7	account [1] 15:24	Applicants' [1] 47:6	away [1] 40:5	calls [1] 23:15
100 [1] 31:14	Act [3] 3:7 15:9	application [19] 2:23	babies [1] 18:12	Cancer [1] 16:16
100,000-dollar [1] 39:5	active [1] 29:9	3:16 7:24 9:21	backing [1] 38:19	cannot [1] 19:19
103,712 [1] 33:18	actively [3] 11:10	11:15 12:4 12:6	Backus [1] 24:2	capacity [8] 19:24
12 [1] 32:4	12:24 13:2	16:2 16:8 16:10	bad [1] 27:13	30:4 30:10 30:20
12-31782 [1] 2:20	add [3] 31:19 35:12	19:8 19:13 21:8	based [4] 30:5	31:18 31:22 32:24
12-31782-CON [1] 1:11	36:18	24:2 24:14 24:15	30:7 30:10 32:3	42:14
14 [1] 13:21	added [1] 32:21	26:9 26:22 29:22	basis [4] 13:18 13:18	CARANNANTE [1] 28:6
15 [1] 47:7	adding [3] 31:5	appointments [1] 22:2	27:23 44:4	care [51] 1:3 2:3
152 [1] 28:11	32:20 32:21	appreciate [1] 9:21	baton [1] 6:10	2:20 4:1 6:16
159 [1] 28:10	additional [6] 11:6	appreciated [1] 9:16	became [3] 10:1	7:9 7:16 7:20
18 [1] 16:7	11:10 32:20 35:10	approach [2] 33:6	10:16 11:2	10:21 10:22 10:22
1933 [1] 39:24	35:13 36:21	39:6	become [1] 36:20	10:23 11:13 13:17
19a [1] 4:19	address [2] 19:15	appropriate [2] 3:16	becomes [1] 24:24	13:20 14:5 14:11
19a-639a [1] 3:4	38:5	13:20	becoming [1] 7:18	14:14 15:1 15:5
2 [1] 47:5	adequate [1] 10:13	approval [1] 20:5	began [2] 11:5	15:9 15:13 17:9
20 [1] 15:7	Administrative [1] 3:7	approve [3] 7:24	35:20	18:13 18:16 19:18
2011 [2] 9:24 26:10	adopt [2] 9:5	12:4 20:4	begin [1] 2:14	20:11 20:17 21:11
2012 [7] 1:12 2:9	15:15	arrangement [2] 11:21 24:18	beginning [1] 15:23	21:17 21:20 21:23
2:21 22:20 26:8	adopted [1] 18:5	arrive [1] 3:15	behalf [3] 5:1	22:4 22:7 22:19
29:18 47:2	advantage [3] 7:8	Arvind [4] 13:7	8:3 45:18	22:21 25:21 25:23
2013 [4] 22:20 27:23	7:12 31:16	13:8 39:3 39:19	behavioral [2] 10:22	31:9 36:9 36:17
30:21 34:15	affected [1] 16:8	Arvind's [1] 18:6	14:13	36:20 39:11 41:15
2014 [2] 28:17 35:7	affiliated [1] 18:3	assemble [1] 22:19	behind [2] 12:23	41:16 41:17 41:21
2017 [2] 27:23 28:17	afford [1] 18:19	assembling [1] 23:4	13:7	43:5 43:18 43:21
220,520 [1] 33:17	Affordable [2] 15:9	assessing [1] 13:3	below [1] 32:24	47:1
25-year [1] 40:2	15:12	assistance [1] 18:7	beneficiaries [1] 10:20	careful [1] 44:12
262-4102 [3] 1:18	afternoon [4] 2:14	assisting [2] 3:19	benefit [4] 10:24	carefully [2] 32:19
46:4 47:9	4:6 6:3 7:23	8:12	12:11 12:15 33:17	43:17
28 [4] 1:12 2:9	agency [1] 37:9	24:4	best [5] 11:17 13:14	caring [1] 36:22
2:21 47:2	AGENDA [1] 47:3	Associates [1] 17:8	13:15 26:3 42:23	case [2] 3:5 10:3
4 [2] 1:13 2:9	agree [2] 5:23 7:24	assortment [1] 8:11	better [4] 15:9	case-by-case [1] 13:18
4-179 [1] 4:17	agreement [4] 5:18	assume [2] 29:15	20:15 43:17 43:21	cases [2] 21:21 21:22
45 [2] 1:15 2:7	12:16 16:6 16:12	30:17	between [5] 21:13	cash [1] 38:10
54 [1] 3:6	agreements [1] 29:5	assumed [2] 29:13	21:16 29:5 39:3	cell [1] 2:15
6 [1] 47:6	aligning [1] 41:22	35:21	40:18	center [20] 1:5
6,500 [1] 33:20	allow [2] 17:3	assumes [1] 23:14	beyond [2] 36:10	1:9 1:14 2:6
6,600 [1] 33:21	20:4	assumption [2] 25:17	42:16	2:7 3:2 4:22
639 [1] 4:20	almost [1] 36:16	33:10	births [1] 29:13	7:8 15:3 17:8
79 [1] 24:15	along [3] 10:19	assumptions [6] 14:3 29:4 29:7	30:13 30:24	19:18 21:9 22:23
800 [3] 1:18 46:4	38:18 43:23	29:11 30:12 35:13	bit [4] 30:13 30:24	23:14 23:17 23:24
47:9	alternative [2] 24:21	attachment [9] 16:7	36:11 42:22	27:19 29:3 37:14
81 [3] 26:9 26:12	25:1	24:15 26:9 28:3	blood [1] 20:13	44:23
26:14	always [1] 25:11	28:3 28:4 28:5	Board [3] 13:9	Center's [4] 2:23
ability [2] 11:16	ambitions [1] 39:20	28:12 37:19	13:10 45:13	23:22 27:22 28:13
14:23	ambitious [1] 31:13	attachments [1] 37:18	book [1] 34:10	centers [1] 41:14
able [4] 10:17 32:22	amount [1] 42:7	attention [1] 33:22	bottom [1] 39:13	CEO [1] 9:12
39:13 40:24	analysis [1] 34:23	attorney [10] 6:2	brand [1] 27:20	certain [4] 16:23
above [1] 36:10	analyst [1] 5:12	6:3 6:6 8:17	breakout [2] 26:7	17:3 30:3 41:23
absolutely [1] 32:22	angles [1] 19:14	9:10 10:19 15:16	26:18	32:11 41:20
access [9] 1:3	annual [1] 27:23	30:19 37:4 45:16	Breast [1] 16:16	Cervical [1] 16:16
2:3 2:20 3:24	Annualized [1] 29:23	attract [1] 11:16	brief [3] 4:7 8:4	chance [1] 28:20
7:10 15:4 34:16	answer [5] 8:5	attractive [1] 39:10	8:18	change [6] 7:2
	8:6 18:21 23:11	attributable [1] 28:15	bring [4] 14:15 31:17	7:4 30:1 33:10
			43:11 43:14	41:4 44:2
			bringing [2] 9:18	changes [3] 31:23
				34:8 35:21

changing [1] 36:3	commit [1] 42:16	context [1] 16:18	Danielson [1] 23:23	discussion [1] 25:22
Chapter [1] 3:6	commitment [14] 6:18 9:17 9:21 10:5 10:8 10:12 12:10 12:14 12:18 40:16 40:18 40:22 40:24 41:12	continually [1] 37:20	data [3] 31:9 34:1 35:5	disparity [1] 15:6
charge [1] 45:13	committed [2] 21:9 39:14	continue [7] 7:4 11:13 16:21 17:4 18:13 18:19 25:12	date [1] 40:1	Docket [2] 1:11 2:20
charity [1] 43:4	communities [1] 23:24	continued [1] 39:6	DAVIAU [7] 29:1 29:19 30:11 35:12 35:15 37:7 38:5	doctors [1] 2:17
check [1] 25:3	community [23] 1:4 2:22 4:21 6:13 6:17 6:19 9:15 10:6 10:7 10:13 11:17 12:11 12:15 14:9 17:1 22:22 27:20 31:3 33:17 34:2 39:11 39:24 44:14	continuing [1] 23:2	days [3] 10:1 17:18 32:12	documents [4] 5:7 5:9 12:21 40:17
checks [1] 20:14	community-based [1] 14:16	continuity [1] 7:9	Debra [2] 29:1 29:2	doesn't [3] 13:22 23:8 40:1
Chief [1] 29:2	company [3] 38:8 44:21 45:1	continuum [2] 23:7 23:9	decided [2] 6:13 32:1	dollar [1] 33:12
child [2] 43:10 43:11	competency [2] 14:21 14:22	contract [5] 16:22 16:23 16:24 17:20 40:2	decision [4] 4:16 4:17 6:15 32:11	dollars [1] 34:8
choosing [1] 24:20	complete [1] 45:16	contracted [2] 17:16 18:9	decisions [1] 32:5	done [3] 15:5 31:15 34:24
circumstances [1] 41:1	completed [1] 26:8	contracting [1] 11:22	deference [1] 4:9	door [3] 4:14 20:24
citizens [1] 3:24	completeness [1] 28:2	contracts [1] 17:21	define [1] 39:22	doors [1] 20:22
clarify [2] 19:17 38:11	comply [1] 45:9	control [1] 32:6	degree [1] 30:1	double [1] 15:10
clean [3] 35:8 35:9	CON [7] 2:21 16:2 16:7 16:10 21:8 26:9 38:1	Convening [1] 47:5	delineation [1] 20:3	doubt [1] 21:1
clear [6] 8:21 10:1 10:16 11:2 20:2 40:17	concerned [1] 37:22	conveyed [2] 5:14 40:19	deliveries [3] 18:11 18:20 36:14	down [3] 32:1 33:18 34:14
clearly [2] 10:2 10:24	concerning [1] 4:18	convince [1] 19:23	delivering [2] 23:11 36:8	Dr [33] 8:10 8:18 9:4 9:7 9:10 16:14 16:20 17:11 17:14 17:24 18:23 21:4 21:14 23:21 25:3 26:11 26:17 26:20 26:24 27:7 27:12 28:10 28:20 30:24 32:18 33:5 34:19 34:21 35:1 36:10 38:24 39:23 40:23
client [1] 12:1	conclude [1] 45:24	convinced [1] 39:4	delivery [5] 4:1 17:9 18:17 18:19 41:17	draft [2] 16:6 24:14
climb [1] 32:8	conclusion [1] 3:16	coordinated [1] 20:16	demand [8] 30:9 30:15 30:16 31:6 33:14 33:24 33:24 34:6	driving [1] 14:10
clinic [33] 1:7 2:4 2:24 7:15 10:10 11:7 16:3 16:9 16:11 16:13 17:7 17:9 17:15 17:22 18:14 18:16 23:15 23:20 24:3 24:6 24:16 24:24 25:12 26:1 26:7 27:18 28:16 30:4 30:13 30:20 31:7 32:14 35:18	conduct [1] 4:2	coordinating [3] 22:3 43:18 43:21	department [4] 1:2 2:2 3:9 21:16	drops [1] 33:18
clinical [1] 17:23	conducted [1] 3:5	coordination [5] 17:9 19:16 20:8 21:11 21:16	dependent [1] 43:6	duplication [9] 19:4 19:9 19:11 20:7 20:9 20:10 20:18 20:21 21:2
clinicians [1] 25:9	confident [2] 31:11 39:12	copy [1] 5:13	depending [1] 30:9	duration [1] 40:19
clock [1] 18:19	configuration [2] 16:1 35:17	corporations [1] 45:14	depreciation [1] 38:9	durationally [1] 41:10
closed [1] 24:3	conjunction [1] 34:17	correct [2] 17:12 26:19	Describe [2] 17:6 21:12	E [1] 26:9
closely [1] 17:7	Connecticut [14] 1:1 1:16 2:2 2:7 2:8 3:2 3:4 3:6 3:24 4:16 4:20 6:6 16:16 44:18	correspondence [1] 28:9	description [1] 15:24	e-mail [1] 28:8
closer [1] 21:16	cost [4] 12:12 12:12 32:3 42:1	cost-effective [1] 33:1	designated [2] 3:9 4:23	E.D [1] 22:3
closing [3] 30:1 45:17 45:21	costs [2] 43:12 43:12	costs [2] 43:12 43:12	desirable [1] 24:18	early [3] 16:16 25:8 25:22
collaborate [1] 14:9	counsel [2] 5:15 6:5	counsel [2] 5:15 6:5	detail [1] 17:6	educated [1] 7:20
collaboration [2] 22:16 44:13	country [1] 15:8	country [1] 15:8	detailed [1] 31:2	effectively [1] 42:1
collaborative [1] 22:9	couple [4] 4:3 19:14 37:16 44:17	couple [4] 4:3 19:14 37:16 44:17	Detection [1] 16:16	efficiently [1] 42:1
collaboratively [1] 41:23	course [3] 30:8 40:4	COURT [1] 34:12	develop [1] 11:3	efforts [1] 13:23
colposcopies [1] 36:12	COURT [1] 34:12	cover [2] 17:21 27:21	developed [1] 10:15	eight [1] 16:2
combination [1] 34:16	cover [2] 17:21 27:21	coverage [2] 18:18 34:17	developing [1] 17:23	either [1] 42:17
comfort [2] 38:4 42:23	covered [1] 34:4	covered [1] 34:4	development [1] 14:5	element [1] 12:6
coming [3] 3:13 9:15 37:7	covering [1] 10:9	covering [1] 10:9	difference [1] 7:6	elements [4] 16:22 17:3 22:18 23:1
commenced [1] 46:4	credits [1] 45:3	credits [1] 45:3	differ [5] 14:21 14:22 20:22 22:18	elimination [1] 21:5
comment [3] 18:7 21:14 46:3	criteria [1] 3:18	criteria [1] 3:18	difficult [4] 10:4 25:6 40:7 42:15	emergency [4] 2:17 21:16 21:19 22:5
comments [2] 3:17 43:2	CT [4] 1:10 46:4 47:9	CT [4] 1:10 46:4 47:9	diligent [1] 14:1	employed [2] 11:8 39:1
Commissioner [1] 3:9	current [7] 17:15 30:5 31:21 33:12 34:7 35:17 35:17	current [7] 17:15 30:5 31:21 33:12 34:7 35:17 35:17	Direct [1] 47:6	employees [1] 11:13
	cutting [1] 25:14	cutting [1] 25:14	directly [2] 17:22 22:3	end [4] 7:22 23:8 27:8 42:21
	contested [1] 3:5	D [1] 24:15	Director [1] 18:1	

endorsed [1] 13:10	19:23	forgetting [1] 25:23	grants [2] 17:2	25:1 25:21 25:23
engaged [1] 13:3	federally [1] 19:17	formal [1] 5:19	17:5	25:24 27:19 27:22
enterprise [1] 39:19	federally-qualified [1] 41:14	format [1] 26:8	grateful [1] 14:23	28:13 29:3 37:14
entirety [1] 5:21	feds [1] 22:22	formed [1] 39:16	great [1] 43:8	39:11 41:12 41:14
equivalent [1] 7:19	feeling [1] 43:17	formulated [1] 29:5	greater [4] 7:9	41:15 41:16 41:17
estimate [1] 36:14	Feldman [37] 5:23	forth [1] 4:19	7:10 10:3 17:6	41:21 42:4 44:23
estimated [1] 29:21	6:2 6:3 6:5	forward [6] 4:1	group [2] 10:11	hear [1] 4:6
estimates [1] 35:6	8:6 8:9 8:17	13:11 18:15 29:8	18:3	hearing [63] 2:1
estimating [1] 37:12	8:20 8:24 9:2	found [1] 16:7	grow [1] 12:20	2:13 2:19 3:3
evening [2] 3:17	10:19 15:17 15:18	FQHCs [1] 41:22	growing [1] 13:4	3:10 3:20 3:21
4:6	19:12 20:20 25:5	full [4] 29:9 30:17	growth [3] 31:1	4:1 4:3 4:15
event [1] 12:9	25:6 26:13 26:16	31:22 43:11	31:7 35:7	5:5 5:13 5:24
evolve [1] 23:6	27:6 27:16 28:23	full-term [1] 43:10	guess [2] 9:4	8:1 8:8 8:14
evolving [1] 21:12	29:20 29:23 30:2	fully [1] 42:11	9:14	8:19 8:22 9:1
exactly [2] 34:21	30:20 31:19 32:17	function [1] 33:11	guidelines [1] 4:19	9:3 9:6 9:9
40:6	36:18 37:4 38:2	functioning [1] 33:20	GYN [3] 18:1 36:12	9:15 15:16 15:20
example [1] 16:23	38:11 38:22 41:13	fundamental [1] 14:10	36:17	19:7 20:19 21:3
Excuse [1] 8:17	45:16 45:19 45:22	funder [1] 10:4	gynecological [1] 36:10	21:6 27:3 27:8
exhibit [1] 5:20	few [2] 8:2 9:24	funders [1] 39:10	half [1] 36:16	27:11 27:14 30:19
Exhibits [1] 5:17	file [2] 27:4 27:10	funds [1] 43:7	hallmark [1] 44:13	32:14 33:4 34:13
existence [1] 6:22	filing [1] 29:22	future [2] 24:10	HAMDEN [3] 1:18	34:14 34:20 34:22
existing [3] 21:21	fill [1] 31:4	30:9	46:4 47:9	35:14 37:1 37:6
24:23 44:1	final [1] 4:16	gainfully [1] 40:12	hand [1] 5:2	37:15 38:3 38:17
expand [2] 19:9	financial [11] 12:14	gap [1] 39:5	handing [1] 6:10	38:23 39:21 40:20
20:6	15:13 28:3 28:4	gaps [1] 31:4	handle [3] 4:4	42:24 44:16 44:20
expanding [2] 24:6	28:24 29:2 37:23	gathered [1] 35:6	32:15 32:22	44:24 45:4 45:7
36:9	38:6 38:7 38:19	General [4] 3:4	handled [1] 30:23	45:11 45:15 45:20
expansion [1] 32:10	financially [1] 40:14	3:6 4:17 4:20	Hansted [52] 2:13	45:23 46:1 46:4
expect [3] 12:5	financials [3] 37:17	generally [1] 41:20	3:8 5:5 5:24	held [3] 2:7 2:21
22:22 42:11	38:10 38:15	generated [1] 22:6	6:4 8:1 8:8	3:3
expectation [1] 15:8	findings [1] 4:18	Generation's [2] 2:22 32:11	8:14 8:17 8:19	help [4] 14:14 14:17
expectations [1] 37:8	fine [4] 8:19 19:14	Generations [45] 1:5 1:9 1:14	8:22 9:1 9:3	15:13 22:4
expecting [4] 15:9	27:9 42:24	2:6 2:7 3:1	9:6 9:9 9:10	helped [1] 14:20
24:4 31:15 31:17	first [5] 4:6 4:10	4:22 6:16 7:7	15:16 15:20 19:7	helping [1] 15:11
expense [2] 28:1	9:14 16:10 38:24	7:19 10:16 10:18	20:19 21:3 21:6	Hi [1] 29:1
38:9	firsthand [3] 9:17	11:23 12:7 12:11	27:3 27:8 27:11	hired [1] 39:16
expenses [5] 27:21	fiscal [6] 26:8	12:19 13:15 17:1	27:14 30:19 32:14	hires [1] 41:5
27:22 28:14 33:7	26:10 26:22 27:23	18:2 18:24 20:17	33:4 34:13 34:20	hiring [1] 40:10
33:8	28:17 29:18	21:17 21:22 22:22	34:22 35:14 37:1	historical [2] 17:11
experience [1] 38:12	fit [1] 16:18	28:4 28:13 28:23	37:4 37:6 37:15	17:14
experiencing [2] 31:22 38:15	five [9] 28:19 34:9	29:3 29:6 33:11	38:3 38:17 38:23	historically [3] 17:7
31:22 38:15	38:20 38:20 39:7	36:20 36:21 37:20	39:21 40:20 42:24	22:10 32:2
extended [1] 30:7	40:7 40:18 42:16	38:7 38:12 39:17	44:16 44:20 44:24	hope [8] 7:18 7:22
facilitate [2] 22:2	five-year [2] 12:14	40:13 40:22 42:11	45:4 45:7 45:11	14:6 20:9 22:4
27:17	40:16	42:14 44:17 44:23	45:15 45:20 45:23	36:19 38:23 42:22
facilities [3] 9:19	fixed [1] 32:3	Generations' [2] 37:9 44:21	happening [2] 35:22	hopefully [2] 13:16
41:9 44:18	flat [1] 33:8	given [3] 29:13 34:1	44:9	20:16
factor [2] 33:8	focus [1] 14:18	goal [1] 3:15	happy [1] 9:7	hoping [1] 25:7
33:9	focused [1] 33:22	goes [1] 18:6	hard-earned [1] 43:20	hospital [49] 1:4
factored [2] 34:5	focuses [1] 15:4	gone [1] 38:22	Hartford [5] 6:6	1:7 2:5 2:24
39:6	folks [4] 14:7 15:4	good [6] 2:13 6:3	25:21 25:23 26:1	4:22 6:8 9:12
fair [1] 4:2	23:3 25:23	10:22 14:5 14:8	41:16	9:13 10:10 11:5
fairly [3] 31:11	follow [1] 36:24	45:12	headquarters [1] 44:22	11:9 11:12 11:15
35:2 39:12	follow-up [2] 21:20	Goodwin [1] 6:6	44:22	12:9 13:12 13:14
faith [1] 14:4	37:16	government [1] 19:24	health [56] 1:2	14:20 14:23 16:4
Family [9] 1:5	followed [2] 4:8	Governor's [1] 44:9	1:3 1:5 1:9	16:21 17:3 17:4
1:9 2:6 2:23	22:6	grant [4] 12:11 17:2	1:14 2:3 2:3	17:21 18:4 18:8
3:1 4:22 7:7	following [3] 3:18	33:17 39:10	2:6 2:7 2:20	21:9 22:11 22:14
29:3 44:23	4:15 34:22	forecast [1] 40:6	2:23 3:1 3:10	22:15 23:16 23:18
far [2] 37:22 41:8	forego [1] 5:19	forego [1] 5:19	3:24 4:22 7:7	24:2 24:2 25:20
feasible [1] 41:9			7:16 7:20 10:21	26:6 27:18 27:19
federal [2] 19:22			14:5 14:11 15:1	28:5 29:6 29:14
			15:3 15:5 16:4	29:19 35:18 36:14
			16:9 16:12 17:8	38:19 39:1 39:14
			18:14 19:18 21:9	40:21 40:24 41:18
			22:22 23:14 23:17	hospital's [5] 2:22
			23:22 23:24 24:21	12:18 16:15 38:14
				39:24

hospitalists [1] 22:15	insure [1] 3:23	less [3] 20:10 20:18	3:11 3:13 9:24	8:17 8:20 8:24
host [1] 23:24	integrate [1] 23:5	34:17	matters [1] 4:3	9:2 15:18 19:12
hours [3] 30:5	integrated [1] 41:17	letter [1] 24:14	maximum [1] 32:24	20:20 25:5 26:13
30:8 32:12	integration [1] 14:13	level [3] 29:13 33:19	may [8] 2:18 7:10	26:16 27:6 27:16
housekeeping [1] 4:3	intended [1] 19:15	36:24	7:15 16:24 25:3	28:23 29:1 29:19
HRSA [1] 20:6	interest [6] 5:17	levels [1] 41:7	27:14 30:8 35:12	29:20 29:23 30:2
Huber [33] 3:20	39:2 39:17 39:18	leveraged [2] 45:3	mean [4] 35:2 39:5	30:11 31:19 32:17
5:10 5:11 5:12	40:1 40:3	45:10	40:2 41:10	35:12 35:15 36:18
6:4 15:21 15:22	interested [1] 41:22	liaison [1] 22:3	meaningful [1] 43:22	37:4 37:7 38:2
15:22 16:15 17:6	interesting [2] 13:13	likely [2] 26:4	meant [1] 12:9	38:5 38:11 38:22
17:13 18:22 18:24	44:7	36:24	measurable [1] 30:1	41:13 45:19 45:22
19:3 21:8 23:13	interim [1] 15:11	limitations [1] 30:3	measured [1] 28:16	Mullen [1] 3:9
23:22 24:9 24:13	interrupted [1] 2:16	limited [1] 11:5	Medicaid [11] 10:4	municipal [1] 4:10
26:6 26:12 26:15	intertwined [1] 29:4	line [5] 33:16 37:14	10:8 25:15 31:2	myriad [1] 10:21
26:19 26:21 27:2	involved [3] 12:24	38:13 39:13 42:6	31:8 34:4 34:16	name [8] 3:8 4:13
27:10 27:17 28:8	17:2 37:17	lines [2] 10:19 38:18	35:20 35:23 36:5	5:12 6:4 9:11
28:12 28:22 29:17	IRS [1] 45:9	linking [1] 10:22	medical [4] 17:24	18:14 29:1 44:21
huge [1] 7:8	issue [3] 4:15 40:24	list [1] 24:24	18:8 20:15 24:19	names [1] 24:21
idea [1] 20:7	42:5	listening [1] 3:17	medically [2] 16:18	narrow [2] 39:4
identified [4] 2:20	issues [2] 20:15	LLC [3] 38:8 45:2	17:22	39:13
5:9 23:18 28:3	32:13	45:5	medically-underserved [1] 26:2	Natchaug [1] 9:13
identifies [3] 5:17	Jack [4] 3:20 5:11	loan [2] 45:3 45:10	medication [1] 14:17	natural [1] 25:22
16:8 23:23	5:12 15:22	local [3] 31:3 31:10	meeting [4] 12:19	nature [1] 21:13
imagine [1] 21:18	Jack's [1] 33:2	location [2] 7:5	22:21 23:5 41:23	neat [1] 35:5
immediately [1] 11:6	January [1] 34:4	25:10	members [1] 9:11	necessary [2] 11:23
important [3] 3:13	Jewel [1] 3:9	long-term [8] 6:22	Memorial [3] 1:4	24:24
12:7 42:19	Joan [3] 5:23 6:4	10:12 12:18 39:15	2:22 4:21	need [10] 12:20
improve [1] 14:18	job [2] 43:18 43:21	39:22 40:1 40:17	mentioned [2] 25:8	13:3 20:13 20:14
improvement [2] 7:1 43:24	joined [1] 9:23	41:11	45:1	21:20 27:4 32:10
improving [1] 39:10	joining [1] 14:7	longer [1] 40:21	microphone [1] 39:22	40:4 42:21 43:16
Inc [4] 1:4 1:5	Kaila [1] 3:20	longstanding [1] 22:11	mid-levels-to-mid-levels [1] 37:10	needed [6] 11:4
4:22 4:22	keep [1] 2:18	look [8] 22:18 28:12	middle [1] 33:15	11:17 13:4 22:7
including [1] 31:9	kept [1] 30:9	28:20 31:2 31:8	midwife [2] 11:8	31:4 33:23
inclusion [1] 5:21	Kevin [2] 2:13	31:13 33:15 42:10	32:21	needs [3] 10:21
Incorporated [1] 44:23	key [1] 12:6	looked [5] 31:3	might [6] 21:18	41:23 43:23
increase [2] 19:21	Kimball [2] 16:24	31:6 32:19 33:14	21:21 24:9 31:20	net [1] 37:21
24:4	24:2	looking [12] 4:1	35:24 41:4	neutral [2] 12:8
increased [3] 29:12	kind [2] 13:3 33:19	14:2 14:2 14:19	million [1] 15:7	20:1
30:15 35:16	knows [1] 42:17	23:4 23:9 26:13	mind [2] 20:22 21:1	new [2] 22:1 45:3
increases [1] 30:22	Larcen [32] 8:10	35:16 37:24 44:3	minute [1] 37:2	next [4] 4:14 27:9
increasing [5] 21:10	8:18 9:4 9:7	44:4 44:11	mission [1] 3:23	34:9 38:20
29:10 29:11 30:14	9:10 9:11 16:14	looks [1] 28:13	mix [3] 35:17 35:18	nice [1] 35:4
37:21	16:20 17:11 17:14	losing [1] 42:7	36:3	none [1] 20:3
incremental [1] 28:14	18:23 21:4 21:14	loss [8] 37:21 37:21	model [1] 36:8	nor [1] 33:8
indicated [3] 16:3	23:21 25:3 26:11	37:21 37:24 38:9	modeling [1] 42:10	Norwich [1] 23:23
24:1 27:20	26:17 26:20 26:24	38:10 38:13 38:16	moment [1] 34:12	Nothing [1] 15:18
individual [2] 5:19	27:7 27:12 28:10	lots [3] 35:1 35:5	money [4] 42:7	noticed [2] 8:2
13:18	28:20 30:24 32:18	35:5	43:16 43:16 43:20	30:21
individuals [2] 5:1	33:5 34:19 34:21	love [1] 43:3	monies [1] 43:19	notification [1] 24:14
13:19	35:1 38:24 39:23	major [2] 29:7	monitoring [1] 44:12	November [4] 1:12
inflation [1] 33:8	40:23	30:12	months [5] 13:21	2:8 2:21 47:2
inform [1] 24:16	last [3] 30:14 32:4	makes [1] 22:20	30:1 30:15 32:4	now [11] 7:4 7:7
information [2] 29:20	35:20	mandated [1] 19:18	43:11	8:4 8:15 17:17
35:3	late [2] 27:4 27:10	Mansfield [8] 1:15	most [2] 3:15 26:4	17:19 30:12 37:23
informed [1] 7:21	Laughter [1] 24:12	2:8 10:10 17:8	mostly [4] 17:18	38:3 40:6 42:3
initial [1] 27:21	leaders [1] 13:2	17:16 18:2 18:9	34:6 35:19 36:5	number [9] 14:21
initiative [1] 21:15	leap [1] 14:4	18:17	move [1] 46:1	24:5 25:15 28:7
innovation [1] 13:14	lease [1] 11:21	market [2] 41:15	moving [2] 29:8	29:24 31:8 33:21
insurance [2] 36:6	least [1] 42:18	45:3	36:1	36:14 37:12
42:9	left [1] 3:20	master [2] 16:6	Ms [38] 5:23 6:3	numbered [1] 28:10
	legal [2] 5:15 29:5	16:12	6:4 8:6 8:9	numbering [1] 27:12
	legislators [1] 4:9	matter [4] 2:3		numbers [2] 31:12
				34:15
				nurse [1] 11:8
				OBGYN [10] 10:11
				11:10 17:8 17:16

18:2	18:9	18:17	organization [1]	Philosophically [1]	30:4	30:13	35:18	projecting [1]	25:18		
18:18	31:24	32:22	9:23	44:2	36:9	36:15		projection [1]	31:1		
Obviously [1]	18:11		organizations [3]	phones [1]	2:15		prepared [1]	25:1	projections [4]	34:24	
occasion [1]	17:18		9:18	13:2	41:11		presented [1]	38:6	37:17	37:20	38:6
occur [1]	30:8		outcomes [3]	14:6			President [1]	9:12	pronouncements [1]		
off [5]	2:15	6:10	14:11	14:19			presumably [1]	20:4	44:10		
37:2	37:3	38:24	outlined [4]	9:20			pretty [1]	30:9	proposal [5]	1:6	
offer [3]	5:20	10:24	10:20	12:15	12:21		prevent [1]	19:8	2:4	16:9	16:19
23:19			outpatient [7]	1:6			Preventative [1]	21:4	23:15		
offered [2]	7:5		2:4	2:24	16:4		preventing [1]	19:11	propose [1]	6:20	
10:17			16:11	27:18	36:8		prevention [1]	43:23	proposed [5]	4:16	
offering [1]	34:18		outside [4]	24:23			prevention [2]	44:5	5:13	16:6	24:16
Office [4]	1:3		32:6	43:7	44:18		44:5		32:15		
2:3	2:19	47:1	overview [1]	4:7			previous [1]	45:1	proposes [1]	16:5	
Officer [49]	2:13		owns [2]	38:8	45:5		previously [2]	18:3	proposing [1]	19:5	
3:10	5:5	5:24	p.m [2]	1:13	2:9		35:24		prosper [1]	39:3	
8:1	8:8	8:14	page [9]	16:2	16:7		primarily [1]	38:9	protocol [1]	22:19	
8:19	8:22	9:1	24:14	26:9	26:11		primary [11]	10:22	protocols [3]	17:24	
9:3	9:6	9:9	26:12	26:14	28:7		14:14	15:4	18:4	23:4	
15:16	15:20	19:7	47:4				20:17	21:17	provide [16]	9:20	
20:19	21:3	21:6	paginated [1]	28:9			21:23	22:4	10:6	10:8	11:13
27:3	27:8	27:11	panoply [1]	10:23			36:20		11:21	13:17	13:20
27:14	29:2	30:19	paper [1]	40:22			principally [1]	26:3	19:20	19:24	24:20
32:14	33:4	34:13	parent [3]	41:16			principles [1]	4:19	26:6	26:24	34:24
34:20	34:22	35:14	44:21	45:1			private [11]	10:7	36:15	37:13	43:7
37:1	37:6	37:15	Park [1]	26:1			25:14	25:16	provided [7]	4:14	
38:3	38:17	38:23	part [11]	6:7	10:11		31:10	31:24	7:2	8:10	20:23
39:21	40:20	42:24	11:9	11:11	11:20		35:6	35:22	23:17	31:10	42:1
44:16	44:20	44:24	18:5	24:17	25:17		36:6		provider [8]	6:11	
45:4	45:7	45:11	25:20	36:16	38:19		problem [1]	22:8	11:22	12:2	12:3
45:15	45:20	45:23	participate [1]	18:20			procedurally [1]	6:7	16:21	17:5	24:20
officials [1]	4:10		particular [2]	32:2			procedures [2]	3:7	37:13		
often [1]	20:13		37:13				36:12		providers [12]	6:12	
OHCA [6]	4:18	8:15	parties [4]	4:23			proceed [1]	4:5	7:6	11:4	11:4
5:12	6:20	8:15	5:4	40:18	41:4		proceeding [2]	4:23	11:6	11:12	11:17
20:4	45:15		partner [1]	10:17			5:22		24:21	25:1	31:17
OHCA's [5]	3:15		partnering [1]	22:1			proceedings [1]	2:1	37:10	39:1	
3:23	4:8	5:7	parts [1]	17:1			process [3]	10:15	provides [2]	16:5	
47:7			party [1]	42:17			19:23	33:11	25:24		
Once [1]	23:13		pass [1]	39:21			productively [1]	40:12	providing [11]	6:13	
one [23]	3:14	6:11	past [2]	11:8	22:13		productivity [3]	32:19	12:10	14:15	19:1
11:2	11:3	11:14	patient [7]	7:3			32:19	33:23	19:10	23:8	23:14
12:17	15:3	16:7	7:18	12:2	20:12		37:8		23:16	27:20	42:4
17:17	17:19	19:16	29:9	29:12	30:15		professional [1]	11:23	43:21		
20:24	24:11	25:10	patients [25]	7:6			11:23		provision [1]	36:17	
27:15	28:13	29:7	7:15	13:16	13:19		program [23]	11:1	provisions [1]	3:6	
29:11	30:11	34:12	14:18	15:2	17:10		11:3	11:11	public [12]	1:2	
37:5	38:6	42:16	21:1	21:19	21:22		12:8	12:13	2:2	2:19	3:3
one-by-one [1]	8:4		21:23	22:14	24:16		12:21	13:1	3:10	3:19	4:3
ongoing [2]	6:18		25:11	25:15	26:5		13:10	13:11	4:11	5:13	46:2
39:18			30:5	30:16	31:8		16:17	16:17	46:3	47:5	
onto [1]	46:1		32:4	32:7	34:1		18:5	18:12	purposes [3]	2:17	
opening [2]	6:1		35:20	36:20	36:22		33:20	39:4	5:10	42:18	
8:18			payer [4]	10:14			40:13	39:9	pursuant [1]	3:3	
operating [4]	27:22		35:17	35:18	36:2		programs [3]	14:16	put [3]	13:15	22:2
28:18	32:24	33:16	people [11]	2:15			16:17	43:5	40:20		
operation [5]	28:15		8:2	8:11	11:24		progress [1]	23:1	Putnam [1]	23:23	
30:6	30:8	30:12	12:23	12:24	13:6		project [14]	4:7	qualified [3]	15:3	
30:17			15:7	22:6	25:7		8:13	9:18	19:18	35:23	
operational [1]	23:6		42:9				11:9	12:18	quality [2]	3:24	
operations [2]	24:3		percent [1]	31:14			22:16	25:19	23:7		
32:12			perhaps [1]	21:5			30:7	33:15	quantified [2]	36:23	
opportunities [1]	21:11		period [1]	39:15			42:19		44:5		
optimal [1]	33:19		person [2]	4:12			projected [4]	28:14	questions [15]	4:8	
option [1]	26:4		28:24				31:7	32:16	7:23	8:5	8:7
order [1]	4:2		phenomenal [1]	22:17					8:11	8:16	15:13
									15:19	15:23	24:18

28:2 37:16 44:17	reimbursement [3]	S [2] 28:4 28:11	set [1] 4:19	staffed [1] 17:15
45:16 47:7	33:9 41:6 44:3	Savoie [8] 29:1	seven [1] 45:8	staffing [3] 13:3
quite [4] 8:2 22:17	relate [1] 33:6	29:2 29:19 30:11	several [2] 23:1	30:14 41:7
25:21 33:21	relationship [11]	35:12 35:15 37:7	30:15	stake [3] 40:9 40:11
raise [1] 5:2	11:14 11:20 18:8	says [1] 12:17	Shaw [18] 8:10	40:14
range [2] 7:10	20:10 21:10 21:13	schedule [3] 28:11	9:2 13:8 19:2	stand [2] 5:2
11:4	22:11 39:2 39:17	28:11 33:16	19:6 20:20 20:21	43:6
rate [3] 33:11 33:11	40:8 41:2	scheduling [1] 22:2	22:10 24:8 24:11	standards [3] 22:21
34:8	relationships [1]	scheme [1] 43:4	43:1 43:3 44:19	32:19 37:9
rates [4] 31:21 33:9	21:23	scope [2] 19:21	44:22 45:2 45:5	started [2] 11:3
rather [1] 31:13	relatively [1] 29:15	20:6	45:8 45:13	36:19
raw [1] 35:3	remain [2] 6:18	screenings [1] 20:14	sheets [2] 4:11	starting [1] 16:7
RE [1] 47:1	28:16	seamless [2] 7:3	4:13	startup [2] 12:12
read [2] 5:6 33:21	remained [2] 6:17	13:16	Shipman [1] 6:6	27:21
readily [1] 43:19	29:14	second [3] 20:9	show [3] 14:9 21:19	state [3] 1:1 2:2
reading [1] 5:19	remarkable [1] 9:16	33:3 39:6	37:18	17:2
ready [1] 15:18	repeat [1] 22:5	section [4] 3:4	shows [1] 37:20	statement [8] 6:1
reality [3] 25:13	report [1] 35:5	4:11 4:17 4:19	shut [1] 32:1	8:5 8:18 19:15
42:2 42:3	REPORTER [1]	see [15] 7:15 9:22	side [1] 34:7	28:1 38:7 45:17
really [12] 7:2	34:12	12:4 13:19 22:8	sign [1] 27:13	45:21
9:24 12:20 12:20	Reporting [4] 1:17	23:7 25:16 30:5	sign-up [2] 4:11	states [1] 24:17
13:21 14:14 14:20	3:21 46:4 47:8	31:19 33:18 35:8	4:13	static [3] 28:16
21:19 41:9 41:14	represent [1] 31:14	37:24 38:9 38:14	significant [2] 32:8	29:15 30:10
42:12 44:5	request [1] 6:8	43:14	42:7	statistics [1] 28:15
reason [3] 25:7	require [1] 35:10	seeing [5] 6:18	significantly [2]	statute [1] 19:19
25:10 33:7	required [2] 34:7	12:2 35:20 39:2	32:5 35:16	Statutes [4] 3:4
reasonable [1] 33:24	requirements [1]	39:14	single [1] 20:24	3:7 4:17 4:20
reassemble [1] 14:24	45:9	self-sufficient [2]	sites [2] 23:24 24:7	statutory [1] 3:18
receive [2] 15:8	resolve [1] 15:13	42:12 42:20	sitting [2] 13:6	staying [1] 40:4
25:12	resources [4] 14:24	sell [1] 45:3	23:3	STEPHEN [1] 9:4
receives [1] 36:22	23:16 44:11 44:12	sense [6] 9:17	situation [1] 25:6	steps [1] 22:9
receiving [1] 20:16	respect [5] 19:17	9:19 15:2 22:20	Six [1] 43:10	Steve [1] 9:11
recent [1] 6:12	19:19 20:11 31:21	40:3 43:24	small [1] 36:4	stick [1] 37:19
recently [4] 6:13	31:24	sent [1] 24:19	solid [1] 6:21	still [3] 26:22 32:23
26:7 31:23 32:1	respective [1] 24:3	serve [2] 3:10 20:24	somewhat [1] 7:3	39:1
recognize [2] 13:23	respond [1] 31:20	served [1] 22:14	sorry [3] 8:20 26:13	stop [1] 6:13
14:22	response [1] 28:1	service [20] 1:17	28:7	stopped [1] 22:15
recommended [1]	responses [1] 37:5	6:17 6:18 7:4	sort [4] 6:9 25:17	Street [1] 26:1
22:7	responsibility [1]	10:21 15:24 17:4	26:1 34:23	strengthening [1]
record [13] 5:6	23:14	19:4 20:1 20:3	sought [1] 22:6	21:10
5:8 5:10 5:12	responsive [1] 32:13	23:19 24:16 29:18	source [2] 10:14	strengths [1] 11:15
5:14 5:16 5:20	result [2] 13:21	38:13 38:16 42:4	42:9	strong [1] 10:5
5:21 15:22 16:21	36:22	42:7 42:8 46:4	spattering [1] 36:6	structure [2] 11:18
17:5 37:2 37:3	revenue [5] 27:24	services [66] 1:7	speak [6] 4:12	41:5
recorded [1] 3:21	28:14 33:17 36:21	1:8 2:4 2:5	36:11 38:4 39:19	structured [2] 40:8
records [1] 24:19	38:13	2:24 3:1 3:22	41:20 45:18	41:3
recruit [2] 11:6	reviewing [1] 3:16	6:9 6:11 6:14	speaking [2] 2:16	subcontracting [1]
11:16	Revised [2] 28:3	6:22 7:1 7:10	25:6	17:3
recruited [1] 11:7	28:4	7:16 9:20 10:2	specific [1] 8:11	submit [2] 27:3
recruiting [1] 11:10	Riggott [2] 3:20	10:6 10:9 10:14	specifically [2] 19:12	27:4
redirect [2] 14:24	6:4	10:23 11:22 15:8	42:6	submitted [1] 26:22
23:16	right [14] 3:21	16:3 16:4 16:8	spend [1] 43:16	subsidiary [1] 38:8
reduce [4] 22:5	4:14 5:2 8:15	16:9 16:11 16:12	spending [1] 43:15	subsidy [2] 34:7
39:7 43:12 43:12	8:24 17:17 17:19	16:20 16:23 17:1	spent [1] 34:6	39:13
reduced [1] 30:13	29:23 30:11 30:12	18:1 18:1 18:10	spot [1] 40:21	substantial [1] 10:8
refer [1] 26:5	37:13 38:2 42:3	19:1 19:9 19:10	spreadsheets [2]	substantially [1]
reference [1] 5:10	45:11	19:11 19:19 19:22	35:2 35:5	30:22
referenced [2] 18:14	room [5] 2:17 12:23	20:5 20:6 20:11	stabilize [2] 6:21	succeed [1] 12:19
19:8	21:19 22:5 32:10	20:13 20:17 20:22	32:9	success [1] 13:5
referral [1] 24:23	rotate [1] 18:17	20:23 21:2 23:5	staff [15] 5:6	successful [2] 21:24
referrals [1] 25:2	rounding [1] 22:14	23:9 23:11 23:15	9:11 11:7 13:1	40:14
referring [1] 19:13	routine [3] 36:9	23:16 23:20 24:7	13:2 13:24 17:7	summer [3] 9:24
regardless [1] 10:14	36:12 36:17	24:22 25:12 25:24	17:22 18:4 18:8	11:8 32:21
	running [1] 12:13	29:10 29:13 31:7	22:12 25:4 32:22	supplement [1] 37:5
		34:18 36:1 36:10	33:23 33:23	
		41:24 44:14		
		serving [1] 30:15		

supplied [2] 26:9 28:1	through [12] 5:17 14:7 18:13 18:16 19:22 20:8 27:23 28:17 28:19 36:16 39:7 40:13	undertook [1] 21:15	1:16 2:6 2:8 3:2 23:23
support [3] 12:11 12:14 27:20	throughout [1] 43:12	underutilized [1] 10:2	willing [1] 40:21
supported [1] 13:11	today [8] 3:13 3:14 3:19 4:2 6:7 6:20 12:3 44:9	Unfortunately [1] 25:13	Windham [18] 1:4 2:22 2:24 4:21 6:8 9:12 9:23 10:10 25:20 28:5 31:22 38:14 38:19 39:24 41:17 42:4 42:14 42:16
sustainability [1] 37:23	today's [3] 5:13 5:21 40:3	Uniform [1] 3:7	Windham's [1] 42:4
sworn [2] 5:2 5:4	together [1] 13:15	uninsured [9] 6:14 12:12 25:15 26:2 35:19 36:2 36:4 36:4 36:5	Wise [1] 16:17
synonymous [1] 16:11	took [2] 12:7 33:12	Unlike [1] 6:12	wishes [2] 4:12 23:19
system [13] 4:1 7:7 7:20 13:15 14:9 14:12 15:1 22:1 25:21 41:17 43:5 43:13 44:1	total [1] 31:9	unmet [1] 12:20	within [5] 11:18 16:18 24:13 31:7 35:20
systems [1] 41:21	town [1] 26:18	unnoticed [1] 41:16	without [2] 15:5 38:1
T [5] 28:3 28:11 28:12 33:16 37:19	traditional [2] 35:18 44:4	up [12] 10:22 12:13 14:20 20:3 21:19 22:6 28:24 32:5 34:22 35:11 37:7 43:3	women [17] 7:13 10:14 10:17 10:20 12:12 16:18 26:2 26:2 26:3 31:15 31:18 34:4 34:16 34:18 35:23 36:19 39:11
table [10] 4:14 5:7 5:10 5:14 5:16 5:20 14:15 23:4 43:15 44:6	traditionally [2] 36:2 36:3	used [5] 11:7 24:15 25:2 25:18 33:7	women's [9] 14:5 16:4 16:9 16:12 16:17 18:14 24:21 25:1 25:24
taking [1] 7:11	transfer [5] 1:8 2:5 3:1 12:5 24:16	using [2] 11:16 37:8	wonder [1] 44:8
tax [1] 45:3	transition [5] 6:10 6:15 20:5 25:9 27:17	utilization [2] 31:2 31:21	worked [1] 17:7
team [6] 12:23 21:17 22:4 23:6 23:6 23:7	transitional [1] 42:18	utilized [2] 11:18 40:12	world [2] 40:3 44:22
technical [2] 18:7 45:24	translation [1] 14:17	value [4] 28:14 43:8 43:10 43:14	worried [2] 42:13 43:4
tend [1] 7:13	transportation [1] 14:17	various [1] 20:14	worry [1] 44:8
term [5] 16:11 16:12 39:18 40:22 43:12	treat [1] 31:18	viable [1] 39:19	written [2] 4:18 34:23
terminate [5] 1:6 2:4 2:23 6:8 16:5	tried [1] 33:15	view [4] 6:9 12:1 12:2 44:3	year [10] 21:15 21:24 26:8 26:10 26:22 28:17 29:18 35:20 39:6 42:8
terms [15] 7:3 8:12 20:7 22:20 25:18 30:4 31:4 32:12 35:15 36:11 37:7 37:16 39:10 40:8 41:5	true [1] 41:21	VINCENZO [1] 28:6	year-after-year [1] 37:21
testify [2] 5:1 8:3	try [6] 10:6 10:13 11:16 34:8 35:11 41:8	virtual [1] 25:8	year-to-year [1] 29:16
testimony [6] 7:22 8:9 9:5 15:15 45:1 47:6	trying [2] 34:14 40:14	virtually [1] 7:5	years [12] 27:23 28:18 29:15 34:9 38:20 38:21 39:7 40:7 40:19 42:16 42:21 45:8
thank [30] 3:12 5:5 5:11 8:1 8:14 9:9 9:10 9:14 13:7 13:8 13:9 15:14 15:15 15:20 18:23 18:24 20:19 21:3 21:6 23:13 27:9 27:11 34:20 37:1 37:15 38:17 44:14 44:16 45:12 45:23	turn [2] 2:15 27:24	virtue [2] 19:4 20:9	yet [1] 10:5
testimony [6] 7:22 8:9 9:5 15:15 45:1 47:6	turnaround [1] 43:9	visits [6] 22:5 24:5 29:18 33:21 36:15 37:13	young [1] 14:6
thank [30] 3:12 5:5 5:11 8:1 8:14 9:9 9:10 9:14 13:7 13:8 13:9 15:14 15:15 15:20 18:23 18:24 20:19 21:3 21:6 23:13 27:9 27:11 34:20 37:1 37:15 38:17 44:14 44:16 45:12 45:23	two [11] 11:3 12:17 12:19 12:22 17:18 20:5 20:22 21:13 28:18 40:18 41:10	volume [11] 26:7 30:22 32:4 32:8 32:15 32:23 33:13 35:7 35:16 36:13 44:4	
themselves [1] 43:6	two-page [1] 5:16	volumes [1] 25:18	
therefore [2] 29:13 36:2	type [2] 23:18 29:14	wages [1] 33:12	
they've [2] 14:1 20:3	types [1] 37:9	wake [1] 43:3	
thought [2] 33:24 40:18	ugly [1] 35:2	Watson [2] 17:24 36:10	
three [1] 39:7	ultimately [2] 14:4 15:12	ways [1] 14:21	
throttle [1] 30:18	umbrella [1] 11:18	website [1] 23:22	
	unanimously [1] 13:10	week [6] 17:17 17:18 17:19 27:7 27:9 32:12	
	under [3] 11:13 15:8 19:18	welcome [1] 34:11	
	underfunded [1] 10:2	welcomed [1] 32:6	
	underinsured [2] 6:14 26:3	well-informed [1] 23:10	
	underperformed [1] 32:3	well-spent [1] 44:14	
	underserved [1] 16:18	wellness [1] 20:14	
	understand [1] 38:18	whittle [1] 34:14	
		whole [1] 10:23	
		Willimantic [6] 1:10	

CERTIFICATE

I, Paul Landman, a Notary Public in and for the State of Connecticut, and President of Post Reporting Service, Inc., do hereby certify that, to the best of my knowledge, the foregoing record is a correct and verbatim transcription of the audio recording made of the proceeding hereinbefore set forth.

I further certify that neither the audio operator nor I are attorney or counsel for, nor directly related to or employed by any of the parties to the action and/or proceeding in which this action is taken; and further, that neither the audio operator nor I are a relative or employee of any attorney or counsel employed by the parties, thereto, or financially interested in any way in the outcome of this action or proceeding.

In witness whereof I have hereunto set my hand and do so attest to the above, this 3rd day of December, 2012.



Paul Landman
President

Post Reporting Service
1-800-262-4102

Greer, Leslie

From: Huber, Jack
Sent: Friday, December 07, 2012 2:43 PM
To: Greer, Leslie
Subject: FW: Late-File for 12-31782-CON
Attachments: Late File.pdf

Leslie – Received this late file on Friday for the Windham Hospital Prenatal Clinic Closing DN: 12-31782-CON. A date stamped printed copy of the document was left at the reception desk. A hardcopy is to follow early next week from the Attorney's Office. Jack

From: Carannante, Vincenzo [<mailto:VCarannante@goodwin.com>]
Sent: Friday, December 07, 2012 2:07 PM
To: Huber, Jack
Subject: Late-File for 12-31782-CON

Jack: As requested, please see the attached information you requested at the Public Hearing on November 28, 2012. As discussed, I will also put a hard copy in the mail today. Have a great weekend. Vin

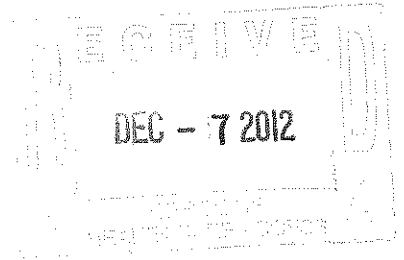
Vincenzo Carannante
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SHIPMAN & GOODWIN^{LLP}
COUNSELORS AT LAW



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December 7, 2012

VIA FIRST CLASS MAIL AND EMAIL

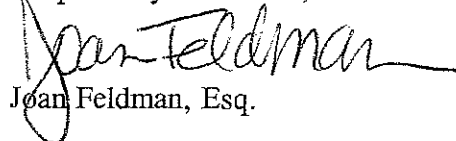
Jack Huber
Health Care Analyst
Department of Public Health
Office of Health Care Access
410 Capitol Avenue, MS #13HCA
P.O. Box 34048
Hartford, Connecticut 06134-0308
Jack.Huber@ct.gov

Re: Late-Filed Testimony; Docket No. 12-31782-CON

Dear Mr. Huber:

On behalf of the Applicants and as requested by the Office of Health Care Access at the Public Hearing held on November 28, 2012, enclosed please find a revised Attachment E, which reflects the volume breakdown of visits and admissions by town for Fiscal Year 2012.

Respectfully Submitted,

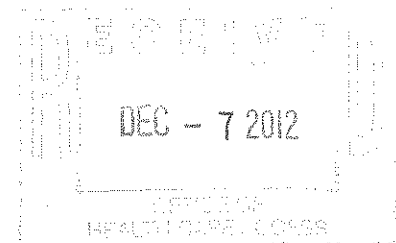

Joan Feldman, Esq.

Enc.

Windham Hospital
 FY12 Visits/Admissions by Town
 Prenatal/Generations CON - 3a

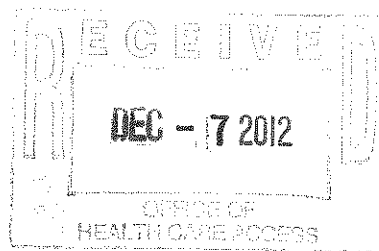
CITY	Visits	Admissions
AMSTON	10	10
ANDOVER	11	9
ASHFORD	8	9
BROOKLYN	6	5
CHAPLIN	23	26
COLCHESTER	1	1
COLUMBIA	15	14
COVENTRY	22	23
DANIELSON	9	9
FRANKLIN	6	6
LEBANON	28	32
LEDYARD	1	1
MANSFIELD	1	1
MANSFIELD CENTER	10	10
NORTH FRANKLIN	2	1
NORTH WINDHAM	68	71
NORWICH	92	87
PLAINFIELD	8	7
PRESTON	12	12
PUTNAM	25	25
SCOTLAND	13	12
SOUTH WINDHAM	8	8
STAFFORD SPRINGS	3	3
STAMFORD	2	2
STERLING	3	3
STORRS	21	21
STORRS MANSFIELD	11	11
TAFTVILLE	23	22
VERNON	11	11
WATERBURY	1	1
WILLIMANTIC	935	922
WILLINGTON	8	8
WINDHAM	50	49
Grand Total	1447	1432

Note: FY12: Oct 1, 2011-Sept 30, 2012





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December 7, 2012

VIA FIRST CLASS MAIL AND EMAIL


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Respectfully Submitted,

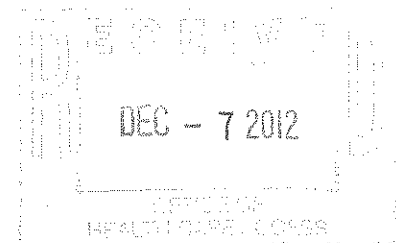

Joan Feldman, Esq.

Enc.

Windham Hospital
 FY12 Visits/Admissions by Town
 Prenatal/Generations CON - 3a

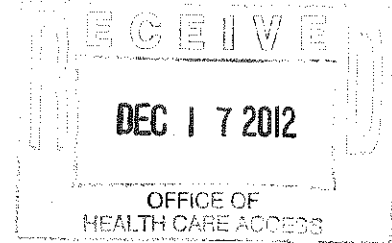
CITY	Visits	Admissions
AMSTON	10	10
ANDOVER	11	9
ASHFORD	8	9
BROOKLYN	6	5
CHAPLIN	23	26
COLCHESTER	1	1
COLUMBIA	15	14
COVENTRY	22	23
DANIELSON	9	9
FRANKLIN	6	6
LEBANON	28	32
LEDYARD	1	1
MANSFIELD	1	1
MANSFIELD CENTER	10	10
NORTH FRANKLIN	2	1
NORTH WINDHAM	68	71
NORWICH	92	87
PLAINFIELD	8	7
PRESTON	12	12
PUTNAM	25	25
SCOTLAND	13	12
SOUTH WINDHAM	8	8
STAFFORD SPRINGS	3	3
STAMFORD	2	2
STERLING	3	3
STORRS	21	21
STORRS MANSFIELD	11	11
TAFTVILLE	23	22
VERNON	11	11
WATERBURY	1	1
WILLIMANTIC	935	922
WILLINGTON	8	8
WINDHAM	50	49
Grand Total	1447	1432

Note: FY12: Oct 1, 2011-Sept 30, 2012





SHIPMAN & GOODWIN LLP®
COUNSELORS AT LAW



Joan W. Feldman
Phone: (860) 251-5104
Fax: (860) 251-5211
jfeldman@goodwin.com

December 7, 2012

VIA FIRST CLASS MAIL AND EMAIL


Jack Huber
Health Care Analyst
Department of Public Health
Office of Health Care Access
410 Capitol Avenue, MS #13HCA
P.O. Box 34048
Hartford, Connecticut 06134-0308
Jack.Huber@ct.gov

Re: Late-Filed Testimony; Docket No. 12-31782-CON

Dear Mr. Huber:

On behalf of the Applicants and as requested by the Office of Health Care Access at the Public Hearing held on November 28, 2012, enclosed please find a revised Attachment E, which reflects the volume breakdown of visits and admissions by town for Fiscal Year 2012.

Respectfully Submitted,


Joan Feldman, Esq.

Enc.

Windham Hospital
 FY12 Visits/Admissions by Town
 Prenatal/Generations CON - 3a

CITY	Visits	Admissions
AMSTON	10	10
ANDOVER	11	9
ASHFORD	8	9
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STORRS MANSFIELD	11	11
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WATERBURY	1	1
WILLIMANTIC	935	922
WILLINGTON	8	8
WINDHAM	50	49
Grand Total	1447	1432

Note: FY12: Oct 1, 2011-Sept 30, 2012



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

December 19, 2012

VIA FACSIMILE ONLY

Stephen Larcen
President & Chief Executive Officer
Windham Community Memorial Hospital
112 Mansfield Avenue
Willimantic, CT 06226

Arvind Shaw
Chief Executive Officer
Generations Family Health Center, Inc.
40 Mansfield Avenue
Willimantic, CT 06226

RE: Certificate of Need Application; Docket Number: 12-31782-CON
Windham Community Memorial Hospital, Inc. & Generations Family Health Center, Inc.
Proposal to Terminate the Outpatient Prenatal Clinic Services at the Hospital and
Transfer These Services to Generations Family Health Center in Willimantic, CT
Closure of the Public Hearing

Dear Mr. Larcen & Mr. Shaw:

On December 7, 2012, the Office of Health Care Access ("OHCA") received the information requested by OHCA as a late file submission from the public hearing held in this matter on November 28, 2012. With the receipt of the late file submission, the hearing on the above application is hereby closed.

If you have any questions regarding this matter, please feel free to contact Jack A. Huber at (860) 418-7069.

Sincerely,


Kevin Hansted, Esq.
Hearing Officer

KH:jah

*** TX REPORT ***

TRANSMISSION OK

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

FAX SHEET

TO: MR. STEPHEN LARCEN

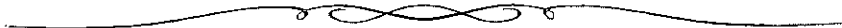
FAX: (860) 456-6838

AGENCY: WINDHAM COMMUNITY MEMORIAL HOSPITAL

FROM: JACK HUBER

DATE: 12/19/2012 Time: ~ 9:55 a.m.

NUMBER OF PAGES: 2
(including transmittal sheet)



Transmitted: Notice of Hearing Closure – Regarding the
Proposal to Terminate Prenatal Clinic Services at the Hospital and
Transfer these Services to Generations Family Health Center in
Willimantic
DN: 12-31782-CON

CC: Mr. Shaw & Attorney Feldman

*** TX REPORT ***

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

FAX SHEET

TO: MR. ARVIND SHAW

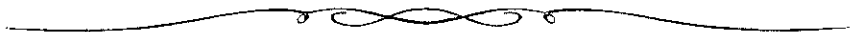
FAX: (860) 450-7475

AGENCY: GENERATIONS FAMILY HEALTH CENTER

FROM: JACK HUBER

DATE: 12/19/2012 Time: ~ 9:55 am

NUMBER OF PAGES: 2
(including transmittal sheet)



Transmitted:	Notice of Hearing Closure -- Regarding the Proposal to Terminate Prenatal Clinic Services at the Hospital and Transfer these Services to Generations Family Health Center in Willimantic DN: 12-31782-CON CC: Mr. Larcen & Attorney Feldman
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*** TX REPORT ***

TRANSMISSION OK

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DESTINATION ID
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TIME USE 01'00
PAGES SENT 2
RESULT OK



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

FAX SHEET

TO: MS. JOAN FELDMAN, ESQ.

FAX: (860) 251-5211

AGENCY: SHIPMAN & GOODWIN, LLP

FROM: JACK HUBER

DATE: 12/19/2012 Time: ~ 9:55 am

NUMBER OF PAGES: 2
(including transmittal sheet)



Transmitted: Notice of Hearing Closure – Regarding the Proposal to Terminate Prenatal Clinic Services at the Hospital and Transfer these Services to Generations Family Health Center in Willimantic
DN: 12-31782-CON

CC: Mr. Larcen & Mr. Shaw

**PLEASE PHONE Jack A. Huber at (860) 418-7069
IF THERE ARE ANY TRANSMISSION PROBLEMS.**