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Office of the Attorney General  
State of Connecticut

September 26, 2014

**VIA ELECTRONIC MAIL and FACSIMILE**

Chad Wable, President and CEO  
Saint Mary's Health System, Inc.  
56 Franklin Street  
Waterbury, Connecticut 06706

Jeffrey Peterson, Senior Counsel  
Tenet Healthcare Corporation  
1445 Ross Avenue, Suite 1400  
Dallas, Texas 75202

**Re: Application of Saint Mary's Health System, Inc. and Tenet Healthcare Corporation  
for Transfer of Assets, OAG Docket No. 14-486-02 and OHCA Docket No. 14-31927-  
486**

Dear Mr. Wable and Mr. Peterson:

On September 12, 2014, the Application for Saint Mary's Health System, Inc. ("SMHS"), including Saint Mary's Hospital (the "Hospital"), and Tenet Healthcare Corporation, Inc. ("Tenet" and referred to jointly with SMHS as herein "Applicants") was filed with the Office of Health Care Access, Department of Public Health ("OHCA/DPH") and Office of the Attorney General ("OAG") for the transfer all of the assets of SSMH and its related affiliates to a newly established, for-profit affiliate of Tenet.

The OAG and OHCA/DPH have determined that there are deficiencies in the Application that require clarification and/or additional production. Conn. Gen. Stat. § 19a-486a(d). Accordingly, please respond to the following questions and/or submit the following materials to the OAG and OHCA by September 30.

**Questions Regarding Qualifications and Experience**

1. Identify the six health plans owned by Tenet, the markets in which they conduct business and provide evidence of the safeguards that are in place to avoid a conflicts of interest between these business and patient referrals to Tenet owned hospitals.
2. Identify the 11 other accountable care networks ("ACOs"), besides the Detroit Medical Center Pioneer ACO, owned and operated by Tenet, the markets in which

they operate and provide evidence of how these ACOs have improved quality and lowered the cost of health care for patients and third-party payers.

3. Besides Baptist Health System's participation in the CMS Acute Care Episode ("ACE") demonstration project, please identify Tenet's other experiences with bundled payment initiatives and provide evidence of how these initiatives have improved quality and lowered the cost of health care for patients and third-party payers.
4. Please explain in detail why, by owning both hospitals in Waterbury, Tenet expects to realize significant benefits from ACOs, bundled payment initiatives and other value-based contracting arrangements (Application, p. 22)? Cite specific examples (case studies) where Tenet's common ownership of two hospitals within the same municipality has resulted in realizing these benefits, provide data to quantify these benefits and demonstrate how they would be applicable to the patient population and payer mix of SMHS.
5. Please identify specific strategies and plans regarding how common ownership of the two hospitals in Waterbury will improve health care access, quality of care and reduce costs for patients and third-party payers. Cite specific examples (case studies) where Tenet's common ownership of two hospitals within the same municipality has resulted in achieving these improvements, provide data to quantify these improvements and demonstrate how they would be applicable to the patient population and payer mix of SMHS.
6. Please provide specific examples of Tenet's successful operation of hospitals with a combined Medicare/Medicaid payer mix of greater than 70% and a Medicaid payer mix greater than 25% (measured by patients not revenues). Identify strategies or programs implemented at these hospitals to reduce the hospital's exposure to operating deficits caused by payment reductions instituted by government-sponsored health care programs and take advantage of value rather than volume-based reimbursement programs.

#### Questions Regarding Changes in Ownership

7. Reference is made to Applicants' responses to Questions 13 and 17 of the Application wherein Applicants state in the first instance that the New SM Hospital will be wholly owned by a subsidiary of Tenet and then, in answer to Question 17 which asks for a description of the proposed corporate relationship between the New SM Hospital and the proposed partnership between Yale-New Haven Health System Corporation ("YNHHSC") and Tenet, state "it is the intention of VHS of Connecticut, LLC to transfer its ownership interest post-closing to an 80-20 joint venture between a Tenet

affiliate and YNHHS." In light of these responses, please provide the following information:

- a. Why does VHS of Connecticut, LLC not appear as the direct owner of the VHS Saint Mary's Health System, LLC ("VHS SMHS") on the corporate organization chart supplied by Applicants page 72 of the Application when it is a party to and identified as the parent of VHS Saint Mary's Health System, LLC in the APA and is shown as the as the direct owner of such entity in the corporate organization chart that was submitted at page 1908 in OHCA Docket No. 13-31838-CON/AG Docket No. 13-486-01 (the "GWHN Application") to which Tenet is a co-applicant?
- b. Based on the descriptions found at pages 1908 and 1233-34 of the GWHN Application that the 80-20 joint venture of Tenet and YNHHS will be a Regional Provider Organization ("RPO") that, among other things, will serve as the exclusive vehicle of YNHHS and Tenet to acquire ownership interests in health care facilities in Connecticut among other states, please confirm Applicants' intention to transfer Tenet's ownership interest in VHS SMHS to the RPO joint venture post-closing.
- c. If it is the intention of Tenet to transfer its interest in VHS SMHS to the RPO joint venture, please explain why this is being done post-closing instead of being accomplished through this Application.
- d. Please provide a corporate organizational chart (Organizational Chart 1) depicting the ownership of the RPO in the New SM Hospital post-closing and include therein any other hospital or health system that the RPO currently plans to have an ownership interest in, including but not limited to the entities that are proposing to acquire and/or operate the hospital assets of Greater Waterbury Health Network, Inc. ("GWHN"), the Eastern Connecticut Health Network, Inc. ("ECHN") and the Bristol Hospital and Health Care Group, Inc. ("BHHCG"), and all affiliates of YNHHS that would have a direct or indirect ownership interest in any of the entities depicted on the chart (for each entity shown on the chart that is owned by more than one entity, please also provide the percentage of ownership held by each entity).
- e. In a separate chart (Organization Chart 2) please depict the relationship between the entities shown in Organization Chart 1 and (i) the Regional Risk Organization ("RRO") that has been described at page 1234 of the GWHN Application as a 50/50 joint venture of Tenet and YNHHS (please also depict therein all the providers currently planned to be participating in the RRO and the ownership percentage held by the RPO in each entity) and (ii) the Regional Physician Network Organization ("RPNO") that has been described page 1234

of the GWHN Application as including the physician organizations associated with the providers owned by the RPO, the physicians associated with the YNHHS hospitals and other mutually agreed upon independent physician organizations (please also depict therein all the physician organizations currently planned to be participating in the RPNO including, if applicable, the medical foundation affiliated with the New SM Hospital).

- f. Once Tenet's interest in VHS SMHS is transferred to the RPO joint venture, please describe what Applicants' intend will be YNHHS's ability to impact or change the governance or controlling body of VHS SMHS or the medical foundation affiliated with the New SM Hospital.
8. Reference is made to Section 11.14(b) of the Asset Purchase Agreement ("APA") attached at Exhibit A to the Application, which provides that during the five-year period following the Effective Time of the transaction, the Local Health System Board shall have the right to approve any "merger, dissolution, consolidation, sale or other disposition" of the New SM Hospital or all or substantially all of Tenet's assets in Waterbury, Connecticut, subject to certain exceptions. Please answer the following:
- a. What is the rationale and purpose for exempting from this covenant a sale to an unaffiliated buyer who is then currently operating similar facilities in the State of Connecticut?
  - b. With respect to the exception whereby the covenant will not apply to "any merger, sale or other transaction that does not relate solely or principally to the Hospital, or relates to a broader group of facilities or assets other than the Hospital," would the Local Health System Board have the right to approve a sale if all of SMHS' assets being sold in this transaction were being resold post-closing to a non-exempt buyer (i.e., is this a transaction that would be considered to be relating principally to the Hospital under the terms of the APA)?
9. With respect to Saint Mary Hospital Foundation's right of first opportunity to purchase the Hospital from Tenet within the first five years following the Closing (Section 11.18 of the APA):
- a. How will Tenet develop the purchase price to be offered in the Hospital Sale Notice?
  - b. Will this right only apply to a sale of the Hospital, not of the other Facilities being sold in this transaction and, if so, what is the rationale for exempting the other Facilities?

- c. Are the parties required to negotiate in good faith to try to reach agreement?
- d. If Tenet and the Foundation do not reach agreement, will Tenet be free to enter into an agreement on whatever terms it desires, or must the final third party agreement be on terms and conditions more favorable to Tenet than those proposed by the Foundation?
- e. What is the rationale for limiting the Foundation's rights under this provision to the first five years following Closing?

Questions Regarding Charity and Uncompensated Care

10. In the answer to Question 50 of the Application, Applicants state that the New SM Hospital "is committed to providing the same, if not greater, financial assistance and community benefit" as currently provided. Applicants also state that "Tenet's policies will be compared to the Hospital's policies, and the New SM Hospital will utilize the policies that give greater financial assistance to the uninsured and underinsured." In light of these statements, please answer the following:
- a. What are Tenet's policies regarding the provision of financial assistance and community benefit? Please provide copies of same.
  - b. For each category of net community benefit expense reported in Part 1, Section 7 of Schedule H in the Form 990 attached at Exhibit CC, please provide a breakdown of how each expense was calculated and a listing of the specific community benefit projects or services to which the expenses were allocated by dollar amount.
  - c. For each category of expense projected in Table 15 of the Application, please provide a breakdown of how each expense was calculated and a listing of the specific community benefit projects or services to which the expenses are anticipated to be allocated by dollar amount.
  - d. In reference to Table 16 on Page 87 of the Application, are the projected numbers net of "direct offsetting revenue"? If not, please revise the Table to reflect this.
  - e. Section 11.14(c) of the APA states that Tenet will "[u]se commercially reasonable effort to cause the Hospital to continue to provide community programs and services to improve access to health care services in the community and to improve the health status of the elderly, poor, immigrant and other at-risk populations in the such community, with such programs and

services to include the provision of free care, mission and pastoral care programs, and community benefit programs consistent with the general levels of care as provided to these communities by Sellers prior to Closing.” In the context of this provision of the APA, please explain the following:

- (i) How is this contractual language consistent with the commitment to providing the same, if not greater, financial assistance and community benefit language used in the Application?
  - (ii) Explain why Tenet is not obligated without condition to provide funding for the community programs and services at no less than currently provided by SMHS or, alternatively, why it is not obligated to exercise best efforts in this regard.
  - (iii) Describe specifically what “commercially reasonable efforts” would be, and give examples of circumstances where continuing to provide such community programs and services at the same level as SMHS currently provides would not be “commercially reasonable”.
- f. Section 11.11 of the APA states that Tenet shall “operate the Hospital in accordance with the “community benefit standards” set forth in Revenue Ruling 69-545 ... [and] maintain charity and indigent care policies at least as favorable as those in effect at the Hospital at the time of the Closing.” However, the covenants in Section 11.11 are “subject in all respects to changes in Law, policy, or regulation.” Law is a defined term in the APA that includes the policies and regulations of Governmental Entities. This being the case, please explain what the terms “policy” or “regulation” are intended to mean as used in Section 11.11.

#### Questions Regarding Tenet's Capital Commitment

11. In Section 11.16 of the APA, Tenet agrees to spend or commit in a binding contract to spend not less than \$85,000,000 in the seven years following the Effective Time on capital expenditures, “including expansion or development of healthcare services, development of a comprehensive ambulatory network, creation of a physician platform, expansion and integration of clinical and information technology, quality improvement programs, expenditures on new capital or equipment replacement, and the acquisition of, development and improvement of hospital, ambulatory, medical office space, or other healthcare services in the greater Waterbury, Connecticut community.” With respect to this commitment, please answer the following:
- a. Is this commitment inclusive or exclusive of the \$55 million that Tenet and its joint venture partner have committed to spend post-closing in connection with

the acquisition? If it is inclusive, please state how the \$85 million will be allocated between the two Waterbury hospitals and their affiliates?

- b. The \$85 million capital commitment is conditioned by language in the APA relieving Tenet of the obligation if "any legal requirement is enacted or imposed after the closing that (i) discriminates against or adversely affects a disproportionate number of for-profit healthcare entities, or (ii) causes Tenet to suffer a material decline in earnings". With respect to this conditional language, please address the following:
  - i. Has this conditional language been included in other APAs or similar agreements that Tenet has used to acquire other hospitals and, if so, when and under what circumstances has it been triggered to relieve Tenet of a financial obligation?
  - ii. Now that the issue of for-profit hospitals and health systems being able to form medical foundations in Connecticut has been resolved, what are examples of legal requirements that Tenet would consider to be discriminating against or affecting a disproportionate number of, for-profit hospitals or other for-profit health care entities?
  - iii. What is intended to be encompassed by the term "health care entities" as used in the provision?
  - iv. What is the disproportionate affect being compared against (e.g., is it measured only against non-profit entities) and how will it be measured (e.g., if the legal requirement has a disproportionate impact on for-profit entities outside of Connecticut but does not affect for-profit entities within the State, will the provision still be triggered)?
  - v. What is the time period over which a material decline in earnings would be measured and by what percentage over such time period would Tenet's earnings have to decline to be considered material?
  - vi. Please explain whether the parties considered requiring Tenet to put the \$85 million in escrow or otherwise setting it aside to ensure its availability and, if this was considered, why no such obligation exists.
- c. Cite at least three specific examples from separate hospital acquisition transactions where Tenet agreed to and fulfilled a similar post-closing capital commitment (i.e., an obligation to spend at least \$75 million in no more than 7 years). For each example, identify the terms of the contractual commitment that was fulfilled, Tenet's process for assessing and prioritizing capital needs, the implementation strategy it used, and an evaluation of the overall success of the implementation.

- d. Cite at least three specific examples from separate hospital acquisition transactions where Tenet developed successful comprehensive ambulatory networks and physician platforms for hospitals within a period of no more than seven years. For each example, identify the baseline starting point for these networks and platforms at the time of the acquisition and provide evidence showing their growth in terms of both the numbers and types of providers, as well as growth in revenues and other contributions made to improving the hospital's health care services and financial viability.
- e. Identify, in order of priority, the five most critical capital projects in terms of construction and renovation of Hospital buildings that SMHS' Board and senior management have currently identified and include the estimated dollar amounts associated with each project.
- f. Identify, in order of priority, the five most critical capital projects in terms of medical equipment and information technology for the Hospital that SMHS' Board and senior management have currently identified and include the estimated dollar amounts associated with each project.

Questions Regarding ERDs and CHNA Initiatives

12. In the Application at page 30 and Section 11.13 of the APA, Tenet commits to both continuing the Catholic identity of St. Mary's as well as adhering to the Ethical and Religious Directives for Catholic Health Care Services. Those Directives prohibit the provision of certain medical services, particularly related to reproductive health services. With respect to this commitment and Tenet's experiences with Catholic hospitals identified in Exhibit E, please provide the following information:
  - a. specific examples of how Tenet hospitals have collaborated with non-Catholic hospitals located within the community to coordinate care and services not offered to patients by the Catholic hospitals as a result of these Directives;
  - b. the demographics and payer mix of St. Mary's Medical Center (Application at p. 250) and a detailed description of its women's health and charity care programs.
  - c. Please describe Archbishop Blair's concerns as described in his letter dated June 23, 2014 (Application, p. 236) and state how these concerns have been addressed.
13. In response to Question 24 of the Application, Applicants state that the New SM Hospital will continue to support the three year implementation strategy regarding the initiatives identified in the Community Needs Health Needs Assessment conducted



by the Greater Waterbury Health Improvement Partnership. Please cite specific examples that quantify how Tenet-owned hospitals have addressed community needs and reduced cost as a barrier to care in the following areas:

- a. Improving Access to Care
- b. Providing Mental Health and Substance Abuse Services
- c. Addressing Obesity and Chronic Diseases
- d. Reducing Tobacco Use

Questions Regarding Staffing and Quality of Care

14. At page 30 of the Application and Section 11.10 of the APA, Tenet commits "to offering employment to all active employees in good standing as of the Closing Date ...subject to the satisfactory completion by Buyer of Tenet's usual and customary hiring practices ..." Please provide the following information with respect to this statement:

- a. Estimates or projections regarding the number of current employees, in particular patient care staff, expected to accept employment upon Closing;
- b. Recruitment policies and strategies Tenet would use to address possible shortfalls in patient care staffing;
- c. Tenet's experience in recruiting quality nursing staff in nurse shortage areas.

15. In response to Question 41 (nurse staffing) and 43 (ancillary caregiver staffing), Tenet states that there is no expected change to nurse to patient staffing ratios or the use of ancillary caregivers from the current levels through FY 2017. With respect to these responses please provide the following information:

- a. How will the New SM Hospital be able to offer improved access to health care services and improved quality of care while maintaining current staffing levels?
- b. Provide specific examples and data from previous Tenet hospital acquisitions where nurse and ancillary caregiver staffing levels were maintained (or lowered) while access to care and quality of care was improved.

16. In response to Question 45, Tenet credits its record of health and safety to a robust quality program ("Tenet Quality Program"). Please provide a copy of the Tenet Quality Program.

17. In response to Question 45, Tenet indicates that it tracks key clinical indicators at its facilities "through a balanced scorecard with performance tied to the management incentive plan." Please identify and provide more detail on the key indicators that are tracked and provide copies of the scorecard and management incentive plan referenced.
18. In response to Question 45, Tenet also identified certain third party indicators that demonstrate its commitment to quality and safety. With respect to those indicators, provide the following:
  - a. The most recent LeapFrog Safety Scores for each of Tenet's hospitals;
  - b. The names of the 26 facilities recognized as TJC top performers on key quality measures, the quality measures covered and the years they were recognized;
  - c. The 5 Magnet Hospitals identified by The American Nurses Credentialing Center and the years they were recognized.
19. Provide any material updates to the information provided in Note 15 (Claims and Lawsuits) of the Tenet's 10-K attached as Exhibit M to the Application and the Legal Proceedings item (Application p. 538) provided in Tenet's 10-Q attached as Exhibit N to the Application.

Questions Regarding Financial Matters

20. On page 32 of the Application, the Applicants indicate that as of May 31, 2014 SMHS' balance sheet totals for net working capital and pension liability were \$10.9 and \$52.5 million, respectively. These amounts were further used by the Applicants to generate Tables 2 and 3 of the Application, which show how SMHS will use the proceeds of the transaction. Provide year-to-date net working capital and pension liability total amounts, and revise Tables 2 and 3 to reflect the same.
21. Please provide an itemization of the \$10 million in reduced funding forecast for FY 2015 (Application p. 74).
22. Provide the specific funding source for the cash (e.g., cash equivalents) Tenet plans to use to purchase SMHS' assets for \$150 million and to fund the \$85 million in capital expenditures.
23. At page 31 of the Application, in the description of the Sale of the Hospital in Excess of Purchase Price, Applicants state that, in the event of a sale of the New SM Hospital at any time prior to the third anniversary of the Closing, SMHS or its designee would receive 20% of the excess of the sale price above the price paid in this transaction. However, according to the relevant provision in the APA, Section 11.14(f), this right

only applies to certain cash sales of the Hospital and all the other related health care facilities and assets owned (with majority control) by SMHS (as defined therein, the "Facilities"), and there would be significant deductions taken from the sale price before the 20% was calculated. With respect to this right to a portion of the excess sale price, please answer the following:

- a. What is the rationale for making this right only applicable to a cash sale?
  - b. Since the Hospital is SMHS' "single most important asset" why is this right not applicable to a sale of the New SM Hospital alone?
  - c. Aren't the deductions, which include any expenditures of Tenet or its affiliates with respect to the Facilities and their affiliated businesses in the community since the Closing, likely to eliminate the 20% excess that might be paid?
  - d. Since Section 11.14(f) also prohibits this covenant from applying to any merger, sale or other transaction that does not relate solely or principally to the Facilities, or relates to a broader group of facilities or assets than the Facilities, why is SMHS being denied the right to a portion of the excess sale price if its assets and those of GWHN are sold as a package deal?
24. In reference to Financial Attachments I(A) and I(B), Exhibits Y and Z, please address the following:
- a. For Financial Attachment I(A), the Applicants submitted projections for SMHS without the CON in Column 2 only. Please revise Financial Attachment I(A) to also include projections of total revenue, expenses and volume statistics for SMHS without the CON in Columns 5, 8 and 11. Please note that these projections should equal the amounts on Financial Attachment I(B) for the New SM Hospital in columns 2, 5, 8, and 11. Please provide revised financial assumptions if necessary;
  - b. Please revise Financial Attachment I(A) to include actual amounts and three years of projections of FTEs and Inpatient Discharges for SMHS without the CON;
  - c. The Applicants failed to include the entity's name on each attachment. Please add the entity's name to the revised attachments; and
  - d. Explain the actual and three-year projections of zero dollar amounts for the Uninsured Net Patient Revenue reported in Financial Attachments I(A) and I(B) when patient population/payer mix data submitted by the Applicants

(Table 8), shows a 3.3% total mix for the Uninsured population and assumes no changes in same as a result of the Asset Purchase.

25. For the Financial Assumptions, Exhibits Y and Z, listed under *Projected without CON- "Other Factors/Assumptions/ Adjustments for FY15"* (Application p. 2391):

- a. Explain why, with the exception of items 2(a) and 2(e), the same items listed for FY 15 do not carry over to impact FY16 and FY 17 revenues, expenses and volume statistics projections. If they do, please revise the financial assumptions and attachments to depict the same;
- b. Define "CDI" and provide a description of the CDI improvement and charge capture initiative/project";
- c. Provide a description of the "new practices" mentioned in item 2(g) that result in an increase in salaries. Provide the dollar amounts and volume increases of additional FTEs due to the new practices; and
- d. Provide a description of the "supply cost initiative savings" that help offset the increase in Supplies and Drugs mentioned on item 2(i).

26. For the Financial Assumptions, Exhibits Y and Z, listed under *Projected with CON- "Main drivers that apply each year"*,

- a. Explain why the Applicants project a 0.5% increase in employee productivity and 3% increase in supplies and drugs when, in responding to Questions 22 and 28 of the Application, the Applicants stated that:
  - i. the Asset Purchase will allow SMHS "to create efficiencies that result from being part of a system as large as Tenet, so that health resources are not wasted, which will also enable more patients to be served",
  - ii. "The New SM Hospital would benefit from best practices and Tenet's evidence-based approach to clinical quality", and
  - iii. "The Asset Purchase will also improve cost effectiveness of health care delivery in the region because the New SM Hospital will have reduced supply costs through Tenet's national vendor contracts.

27. The Financial Assumptions project cuts in Medicaid DSH payments and Medicare due to the wage index factor adjustment. The Applicants also project a reduction in other operating revenue due to cuts in meaningful use incentives. What post-closing plans for the Hospital under current SMHS ownership and the New SM Hospital have been made to account for the changes in state and federal hospital funding?
28. In reference to Table 14, on page 85 of the Application, please address the following:
- a. Do the calculated percentages, numbers and dollar amounts for all financial measures under the Hospital's columns include data related to the Hospital only (i.e., not including affiliates)? If not, please revise the table to include Hospital only data;
  - b. The calculated operating performance and liquidity indicators results for the Hospital are the same as SMHS. Is this correct? If not, please revise the tables; and
  - c. Provide for both the Hospital only (not including affiliates) and SMHS monthly financial statistics, as submitted to OHCA on September 12, 2014, for FY 2014 current month and year-to-date, and comparable period for FY 2013, for the months of July, August, September and October.

Questions Regarding the Conversion Foundation

29. In response to Question 9 in the Application Form, SMHS stated that "Saint Mary's Hospital Foundation, Inc., will continue as a separate tax-exempt 501(c)(3) organization and will receive the remaining proceeds following the completion of the transaction." (Application, Bates No. 44; hereinafter, "App. \_\_\_\_.")

Conn. Gen. Stat. § 19a-486c(a)(8) provides that the fair market value of the hospital's assets be transferred to a person who is unaffiliated with SMHS or Tenet in corporate structure, governance, or membership. The purpose of this provision is to insure the complete independence of the nonprofit conversion foundation from the for-profit hospital and the former non-profit hospital. Saint Mary's Hospital Foundation, Inc. ("SMHF") has such a direct relationship with Saint Mary's Hospital, however, that it will be impossible for it to achieve the complete independence necessary for compliance with § 19a-486(c)(8).

In addition, the proposed new SMHF board would appear to overlap, at least at first,

with current members of the hospital board and the SMHF board. And the SMHF board is supposed to appoint three members to the Local Health System Board ("LHSB"), the advisory board to the for-profit hospital. Moreover, the Archbishop participates on the proposed new SMHF board and maintains substantial connections to the new for-profit hospital, e.g., the Archbishop sits on the LHSB and appoints two additional members to that board.

As such, the Application's proposed conversion foundation cannot satisfy the requirements of § 19a-486(c)(8). Therefore, please describe, in detail the structure, governance, and membership of the charitable entity to which the fair market value of SMHS's assets will be transferred, including how the entity will structure itself to achieve § 501(c)(3) status.

30. Please identify how the LHSB will be reconstructed so that there is no connection between it and the conversion foundation.

Please mail two (2) complete hard copies and one (1) complete electronic copy of the requested materials to the following address:

Office of the Attorney General  
55 Elm Street, P.O. Box 120  
Hartford, Connecticut 06141-0120  
Attn: Gary W. Hawes, AAG

Please mail seven (7) complete hard copies and three (3) complete electronic copies of the requested materials to the following address:

Office of Health Care Access, Dept. of Public Health  
410 Capitol Avenue  
Hartford, Connecticut 06134  
Attn: Steven W. Lazarus

After receipt of these requested materials, the OAG and OHCA shall review the submission to determine whether the application for approval is complete. If not, they shall provide written notice of any deficiencies within twenty (20) days of receipt of the application for approval.

Should you have any questions regarding these requests or any other issues relating to the OAG's review, please do not hesitate to contact either Steven W. Lazarus at the Department of Public Health (860-418-7012; [Steven.Lazarus@ct.gov](mailto:Steven.Lazarus@ct.gov)) or Assistant Attorney General Gary W. Hawes at the Office of the Attorney General (860-808-5020; [gary.hawes@ct.gov](mailto:gary.hawes@ct.gov)).

Very truly yours,



Gary W. Hawes  
Assistant Attorney General  
Office of the Attorney General

cc: Steven Lazarus, OHCA  
Perry Zinn Rowthorn, OAG  
Robert Anthony, Brown Rudnick LLP  
Collin Baron, Pullman & Comley LLC

Very truly yours,



Kimberly Martone  
Director, Office of Health Care Access  
Department of Public Health