



Lori A. Shabinette
Commissioner

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Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

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January 20, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the State of New Hampshire, Department of Health and Human Services, Office of the Commissioner (Department), to enter into an Asset Purchase Agreement with Hampstead Outlook, Inc., Phillip J. Kubiak, as Trustee of the Trusts Named Herein (Seller), (VC# TBD), in the amount of \$13,000,000, and execute all necessary closing documents, for the purchase of a 111-bed, licensed and accredited psychiatric hospital for children and young adults, in Hampstead, New Hampshire, and acquisition of all assets, rights, and interests in the business, effective upon Governor and Council approval. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-95-957510-24380000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HAMPSTEAD HOSPITAL, HAMPSTEAD PURCHASE

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	033-501980 Land Acquisition & Easement	Land Acquisition & Easement	00FRF602PH 9507A	\$13,000,000
			Total	\$13,000,000

EXPLANATION

The purpose of this request is to enter into an Asset Purchase Agreement between the Department and Seller for the purchase of Hampstead Hospital, which is a 111 bed hospital specializing in children's behavioral health. This acquisition includes the approximately 95 acre property and the physical, information technology, and intellectual business assets. The purchase will allow the Department to significantly expand acute care bed capacity for New Hampshire's children and youth experiencing mental health issues. The COVID-19 pandemic has exacerbated many children's behavioral health issues and this request represents a unique opportunity to make a long-term investment to bolster the capacity of the State's mental health system as called for in the Children's System of Care 10-Year Mental Health Plan.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

Approval of this Asset Purchase Agreement is the first major step towards finalizing the purchase of Hampstead Hospital. The final closing between the Department and Seller is planned for late Spring 2022. Approval of this request and all of the attached closing documents will allow the Department to move forward with the purchase, sign the closing documents, and finalize the purchase. Upon approval of this Asset Purchase Agreement, the Department shall initially place \$5 million in an escrow account to provide assurance to the State that all representations and warranties are accurate and from which annual distributions will be made to the Seller over a period of six (6) years. The Department shall pay the remaining \$8 million upon closing after all terms and conditions of the Agreement have been satisfied. In accordance with Article II, Purchase and Sale, Section 2.06, a "Post-Closing Adjustment" will be made based on difference between the closing working capital and the target working capital. This could result in an indeterminable additional cost to the Department or it could lower the price paid by the State. In the event the cost exceeds \$13,000,000 the Department will request approval from the Governor and Executive Council to pay for the difference.

The Department is planning to initially hire a contractor to operate Hampstead Hospital for the provision of psychiatric inpatient behavioral health services for a period of approximately two (2) years. The Department anticipates bringing this agreement forward for Governor and Executive Council approval in early Spring 2022. The Department plans to initially establish state employee positions to provide managerial oversight, strategic direction, and contractual and financial support for Hampstead Hospital operations whereas the contractor will manage direct patient care. The Department is concurrently developing a long-term strategic operational model for Hampstead Hospital. The Department is carefully weighing patient care, Department oversight, and operational costs, as it develops this plan and intends to prepare and submit a request for proposals (RFP) within the coming months.

The contractor will be required to continue current operations and expand bed capacity through adequate staffing as well as open a Psychiatric Residential Treatment Facility (PRTF). A PRTF bridges the gap between acute and lower levels of residential care. The State has been unsuccessful in procuring a PRTF so this acquisition will allow it establish the first one in New Hampshire. Currently, children in need of a PRTF level of care are served outside of the State in facilities across the country.

The Department or third party contractor plans to offer employment to current staff, in accordance with the roles and responsibilities performed by the employee in the terms set out in the Asset Purchase Agreement. Clinical and non-clinical support staff such as laundry, housekeeping, dietary, and maintenance personnel will likely be employed by the third party contractor whereas senior management, as well as finance and contract compliance staff, will be employed by the State. The Department will be the owner and operator and responsible for all functions of the hospital, including billing for services rendered, while the third party contractor will provide clinical services in accordance with the contract developed and overseen by the Department.

The Department is currently working on a Memorandum of Understanding between the Town of Hampstead and the State for fees paid in lieu of lost tax revenue. The Department is working with the Department of Administrative Services and with the Town of Hampstead to ensure no loss of revenue exists to the town as a result of this transaction.

Should the Governor and Council not authorize this request the State will lose the opportunity to enhance and expand mental health services for children and youth as envisioned in the stakeholder-driven Children's System of Care and 10-Year Mental Health Plan.

Area served: Statewide

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

DocuSigned by:
Lori A. Weaver
4CA92004125473...

Lori A. Shibinette
Commissioner

EXECUTION VERSION

ASSET PURCHASE AGREEMENT
among
HAMPSTEAD OUTLOOK, INC.,
PHILLIP J. KUBIAK, AS TRUSTEE OF THE TRUSTS NAMED HEREIN
and
THE STATE OF NEW HAMPSHIRE

January 18, 2022

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	1
ARTICLE II PURCHASE AND SALE.....	11
Section 2.01 Purchase and Sale of Assets.....	11
Section 2.02 Excluded Assets.....	12
Section 2.03 Assumed Liabilities.....	13
Section 2.04 Excluded Liabilities.....	13
Section 2.05 Purchase Price.....	15
Section 2.06 Purchase Price Adjustment.....	15
Section 2.07 Allocation of Purchase Price.....	17
Section 2.08 Withholding Tax.....	17
Section 2.09 Third Party Consents.....	18
ARTICLE III CLOSING	18
Section 3.01 Closing.....	18
Section 3.02 Closing Deliverables.....	18
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER AND OWNER.....	21
Section 4.01 Organization and Qualification of Seller Parties.....	21
Section 4.02 Authority of Seller Parties.....	21
Section 4.03 No Conflicts; Consents.....	22
Section 4.04 Financial Statements.....	22
Section 4.05 Undisclosed Liabilities.....	23
Section 4.06 Absence of Certain Changes, Events and Conditions.....	23
Section 4.07 Material Contracts.....	25
Section 4.08 Title to Purchased Assets.....	27
Section 4.09 Condition and Sufficiency of Assets.....	27
Section 4.10 Owned Real Property.....	28
Section 4.11 Intellectual Property.....	29

Section 4.12 Inventory.....	32
Section 4.13 Accounts Receivable.....	32
Section 4.14 Payors and Suppliers.....	33
Section 4.15 Insurance.....	33
Section 4.16 Legal Proceedings; Governmental Orders.....	34
Section 4.17 Compliance With Laws; Permits.....	34
Section 4.18 Environmental Matters.....	35
Section 4.19 Employee Benefit Matters.....	37
Section 4.20 Employment Matters.....	40
Section 4.21 Taxes.....	41
Section 4.22 Brokers.....	42
Section 4.23 Reserved.....	43
Section 4.24 Governmental Programs Participation/Accreditation.....	47
Section 4.25 Medical Staff.....	48
Section 4.26 HIPAA/Privacy.....	49
ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER.....	44
Section 5.01 Buyer.....	44
Section 5.02 Authority of Buyer.....	45
Section 5.03 No Conflicts; Consents.....	45
Section 5.04 Brokers.....	45
Section 5.05 Sufficiency of Funds.....	45
Section 5.06 Legal Proceedings.....	45
Section 5.07 Due Diligence; Estimates and Projections.....	50
Section 5.08 No Mass Layoffs.....	50
ARTICLE VI COVENANTS.....	46
Section 6.01 Conduct of Business Prior to the Closing.....	46
Section 6.02 Access to Information.....	47
Section 6.03 No Solicitation of Other Bids.....	47

Section 6.04 Notice of Certain Events.....	48
Section 6.05 Employees and Employee Benefits.....	49
Section 6.06 Confidentiality.....	50
Section 6.07 Governmental Approvals and Consents.....	51
Section 6.08 Books and Records.....	52
Section 6.09 Closing Conditions.....	53
Section 6.10 Public Announcements.....	53
Section 6.11 Receivables.....	53
Section 6.12 Transfer Taxes.....	53
Section 6.13 Property Taxes.....	57
Section 6.14 Cooperation on Tax Matters.....	53
Section 6.15 Further Assurances.....	54
Section 6.16 Assigned Contracts.....	58
ARTICLE VII CONDITIONS TO CLOSING.....	54
Section 7.01 Conditions to Obligations of Buyer.....	54
Section 7.02 Conditions to Obligations of Seller.....	58
ARTICLE VIII INDEMNIFICATION.....	59
Section 8.01 Survival.....	59
Section 8.02 Indemnification By Seller and Owner.....	59
Section 8.03 Certain Limitations.....	60
Section 8.04 Indemnification Procedures.....	61
Section 8.05 Payments; Escrow Fund.....	63
Section 8.06 Tax Treatment of Indemnification Payments.....	64
Section 8.07 Effect of Investigation.....	64
Section 8.08 Exclusive Remedies.....	64
Section 8.09 Sovereign Immunity.....	648
ARTICLE IX TERMINATION.....	64

Section 9.01 Termination.....	64
Section 9.02 Effect of Termination.....	65
ARTICLE X MISCELLANEOUS.....	65
Section 10.01 Expenses.....	65
Section 10.02 Notices.....	66
Section 10.03 Interpretation.....	67
Section 10.04 Headings.....	67
Section 10.05 Severability.....	67
Section 10.06 Entire Agreement.....	67
Section 10.07 Successors and Assigns.....	67
Section 10.08 No Third-party Beneficiaries.....	68
Section 10.09 Amendment and Modification; Waiver.....	68
Section 10.10 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.....	68
Section 10.11 Specific Performance.....	69
Section 10.12 Counterparts.....	69
Section 10.13 Referrals.....	73
Section 10.14 Access to Books and Records.....	73
Section 10.15 Attorney General, Governor and Executive Council Approval.....	73

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of January 18, 2022, is entered into between Hampstead Outlook, Inc., a New Hampshire corporation ("**Seller**"), Phillip J. Kubiak, as Trustee of The Henry D. Audesse Trust – 1997 Article Third Trust fbo Nancy Achin Audesse, Phillip J. Kubiak as Trustee of The Henry D. Audesse Trust – 1997 Article Fourth Trust fbo Sharon MacCord NON-EXEMPT, and Phillip J. Kubiak as Trustee of The Henry D. Audesse Trust – 1997 Article Fourth Trust fbo Susan Seitz NON-EXEMPT (Phillip J. Kubiak in his role as trustee of said trusts shall be referred to herein as, the "**Trustee**") (said trusts, as amended, shall be collectively referred to herein as, the "**Owner**" or the "**Owners**") (the Trustee, the Owners and the Seller shall be collectively referred to herein as, the "**Seller Parties**"), and The State of New Hampshire, acting through certain of its agencies or departments ("**Buyer**").

RECITALS

WHEREAS, Seller owns and operates a 111-bed, licensed and accredited hospital in Hampstead, New Hampshire providing inpatient psychiatric, behavioral and substance use services (the "**Business**");

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets, and certain specified liabilities, of the Business, subject to the terms and conditions set forth herein; and

WHEREAS, a portion of the purchase price payable by Buyer to Seller shall be placed in escrow by Buyer, the release of which shall be contingent upon certain events and conditions, all as set forth in this Agreement and the Escrow Agreement (as defined herein);

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this ARTICLE I:

"**Accounts Receivable**" has the meaning set forth in Section 2.01(a).

"**Acquisition Proposal**" has the meaning set forth in Section 6.03(a).

"**Action**" means any claim, action, *qui tam* action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the

management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the preamble.

"Allocation Schedule" has the meaning set forth in Section 2.07.

"Ancillary Documents" means the Escrow Agreement, the Bill of Sale, the Assignment and Assumption Agreement, Intellectual Property Assignments, Deeds, and such other agreements, instruments, documents and filings as may be required hereunder or by applicable Law or as may be customary given the nature of the transaction governed by this Agreement.

"Assigned Contracts" has the meaning set forth in Section 2.01(c).

"Assignment and Assumption Agreement" has the meaning set forth in Section 3.02(a)(iii).

"Assumed Liabilities" has the meaning set forth in Section 2.03.

"Audited Financial Statements" has the meaning set forth in Section 4.04.

"Balance Sheet" has the meaning set forth in Section 4.04.

"Balance Sheet Date" has the meaning set forth in Section 4.04.

"Basket" has the meaning set forth in Section 8.03(a).

"Benefit Plan" has the meaning set forth in Section 4.19(a).

"Bill of Sale" has the meaning set forth in Section 3.02(a)(ii).

"Books and Records" has the meaning set forth in Section 2.01(l).

"Business" has the meaning set forth in the recitals.

"Business Day" means any day except Saturday, Sunday or any other day on which commercial banks located in New Hampshire are authorized or required by Law to be closed for business.

"Business IT Systems" means all Software, computer hardware, servers, networks, platforms, peripherals, and similar or related items of automated, computerized, or other information technology (IT) networks and systems (including telecommunications networks and systems for voice, data, and video) owned, leased, licensed, or used (including through cloud-based or other third-party service providers) in the conduct of the Business, including electronic health records ("EHR").

"Buyer" has the meaning set forth in the preamble.

"Buyer Closing Certificate" has the meaning set forth in Section 7.02(g).

"**Buyer Indemnitees**" has the meaning set forth in Section 8.02.

"**Cap**" has the meaning set forth in Section 8.03(a).

"**CBA**" means the Contract between the Seller and State Employees' Association of NH, Inc. Service Employees International Union, Local 1984, CTW, CLC.

"**CERCLA**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq, as amended.

"**Closing**" has the meaning set forth in Section 3.01.

"**Closing Date**" has the meaning set forth in Section 3.01.

"**Closing Indebtedness Certificate**" means a certificate executed by Seller certifying an itemized list of all outstanding Indebtedness as of the open of business on the Closing Date and the Person to whom such outstanding Indebtedness is owed and an aggregate total of such outstanding Indebtedness.

"**Closing Transaction Expenses Certificate**" means a certificate executed by Seller certifying the amount of Transaction Expenses remaining unpaid as of the open of business on the Closing Date (including an itemized list of each such unpaid Transaction Expense with a description of the nature of such expense and the person to whom such expense is owed).

"**Closing Working Capital**" means: (a) Accounts Receivable actually collected during the 120 -day period following the Closing less (b) Accounts Payable (as defined below), determined as of the open of business on the Closing Date.

"**Closing Working Capital Statement**" has the meaning set forth in Section 2.06(a)(i).

"**CMS**" means the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Contracts**" means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

"**Deed**" has the meaning set forth in Section 3.02(a)(v).

"**Dining Services Agreement**" means that certain agreement for dining services dated August 21, 2002 by and between Seller and Summit Dining Services, Inc., as amended and in effect from time to time.

"**Direct Claim**" has the meaning set forth in Section 8.04(c).

"**Disclosure Schedules**" means the Disclosure Schedules delivered by Seller concurrently with the execution and delivery of this Agreement.

"Disputed Amounts" has the meaning set forth in Section 2.06(b)(iii).

"Dollars or \$" means the lawful currency of the United States.

"Encumbrance" means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, lease or other use agreement, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership or any other similar encumbrance with respect to the foregoing.

"Environmental Attributes" means any emissions and renewable energy credits, energy conservation credits, benefits, offsets and allowances, emission reduction credits or words of similar import or regulatory effect (including emissions reduction credits or allowances under all applicable emission trading, compliance or budget programs, or any other federal, state or regional emission, renewable energy or energy conservation trading or budget program) that have been held, allocated to or acquired for the development, construction, ownership, lease, operation, use or maintenance of the Business or the Purchased Assets or as of: (a) the date of this Agreement; and (b) future years for which allocations have been established and are in effect as of the date of this Agreement.

"Environmental Claim" means any Action, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Release of, or exposure to, any Hazardous Substances; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

"Environmental Law" means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Substances. The term "Environmental Law" includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of

1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

"Environmental Notice" means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

"Environmental Permit" means any Permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"ERISA Affiliate" means all employers (whether or not incorporated) that would be treated together with the Seller or any of its Affiliates as a "single employer" within the meaning of Section 414 of the Code or Section 4001 of ERISA.

"Escrow Agent" means U.S. Bank.

"Escrow Agreement" means the Escrow Agreement to be entered into by Buyer, Seller, Owner and the Escrow Agent at the Closing, substantially in the form of Exhibit A.

"Escrow Amount" means \$5,000,000.

"Escrow Fund" has the meaning set forth in Section 3.02(c)(i).

"Excluded Assets" has the meaning set forth in Section 2.02.

"Excluded Contracts" has the meaning set forth in Section 2.02(c).

"Excluded Liabilities" has the meaning set forth in Section 2.04.

"Financial Statements" has the meaning set forth in Section 4.04.

"FIRPTA Certificate" has the meaning set forth in Section 7.01(q).

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Government Contracts" has the meaning set forth in Section 4.07(a)(vii).

"Government Programs" means the federal Medicare and TRICARE programs, all applicable state Medicaid programs, and any other similar or successor federal, state or local health care payment programs with or sponsored by Governmental Authorities.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or

quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Hazardous Substances" shall mean any product, material, chemical, compound, solid, semi-solid, gas, liquid, waste, pollutant, contaminant or substance whose presence, use, storage, manufacture, disposal, transportation or release, either by itself or in combination with other substances (i) is potentially injurious to the public health, safety or welfare, or the environment, (ii) is regulated under any Environmental Laws, or (iii) is a basis for liability or potential liability to any governmental authority or third party under any Environmental Laws. Hazardous Substances include, without limitation, hazardous waste, hazardous materials, solid waste, building materials, lead and lead containing materials, demolition materials, petroleum or petroleum products or fractions thereof, asbestos and asbestos-containing materials, polychlorinated biphenyls, per- and polyfluoroalkyl substances, molds, radon, radioactive materials, medical and/or biomedical waste, pesticides and other hazardous or toxic substances, pollutants and contaminants.

"HHS" means the U.S. Department of Health and Human Services.

"Hired Employees" has the meaning set forth in Section 6.05(a).

"Housekeeping and Laundry Services Agreement" means that certain agreement for housekeeping and laundry services dated June 29, 2017 by and between Seller and Healthcare Services Group, Inc., as amended and in effect from time to time.

"Indebtedness" means, without duplication and with respect to Seller, all (a) indebtedness for borrowed money; (b) obligations for the deferred purchase price of property or services, (c) long or short-term obligations evidenced by notes, bonds, debentures or other similar instruments; (d) obligations under any interest rate, currency swap or other hedging agreement or arrangement; (e) capital lease obligations; (f) reimbursement obligations under any letter of credit, banker's acceptance or similar credit transactions; (g) guarantees made by Seller on behalf of any third party in respect of obligations of the kind referred to in the foregoing clauses (a) through (f); and (h) any unpaid interest, prepayment penalties, premiums, costs and fees that would arise or become due as a result of the prepayment of any of the obligations referred to in the foregoing clauses (a) through (g).

"Independent Accountant" has the meaning set forth in Section 2.06(b)(iii).

"Insurance Policies" has the meaning set forth in Section 4.15.

"Intellectual Property" means any and all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other Governmental Authority-issued indicia of invention ownership

(including certificates of invention, petty patents, and patent utility models) ("**Patents**"); (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing ("**Trademarks**"); (c) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing ("**Copyrights**"); (d) internet domain names and social media account or user names (including "handles"), whether or not Trademarks, all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, whether or not Copyrights; (e) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein ("**Trade Secrets**"); (f) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof ("**Software**"); (g) rights of publicity; and (h) all other intellectual or industrial property and proprietary rights.

"**Intellectual Property Agreements**" means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, waivers, releases, permissions and other Contracts, whether written or oral, relating to any Intellectual Property that is used or held for use in the conduct of the Business as currently conducted or proposed to be conducted to which Seller is a party, beneficiary or otherwise bound.

"**Intellectual Property Assets**" means all Intellectual Property that is owned by Seller and used or held for use in the conduct of the Business as currently conducted or proposed to be conducted, together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to such Intellectual Property; and (ii) claims and causes of action with respect to such Intellectual Property, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof.

"**Intellectual Property Assignments**" has the meaning set forth in Section 3.02(a)(iv).

"**Intellectual Property Registrations**" means all Intellectual Property Assets that are subject to any issuance, registration, or application by or with any Governmental Authority or authorized private registrar in any jurisdiction, including issued Patents, registered Trademarks, domain names and Copyrights, and pending applications for any of the foregoing.

"**Interim Balance Sheet**" has the meaning set forth in Section 4.04.

"**Interim Balance Sheet Date**" has the meaning set forth in Section 4.04.

"**Interim Financial Statements**" has the meaning set forth in Section 4.04.

"**Inventory**" has the meaning set forth in Section 2.01(b).

"Knowledge of Seller" or "Seller's Knowledge" or any other similar knowledge qualification, means the actual knowledge of Phillip Kubiak, Kathi Collins, Malcolm Beaudett, MD and Julie D'Apollo, BSN, RN-BC, after due inquiry in the applicable matter, except that with respect to any matters affecting Seller's right to payment from any federal healthcare program, any such knowledge qualification shall have the meaning set forth in 31 U.S.C. § 3729(b)(1).

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"Liabilities" means liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

"Licensed Intellectual Property" means all Intellectual Property in which Seller holds any rights or interests granted by other Persons that is used or held for use in the conduct of the Business as currently conducted or proposed to be conducted.

"Losses" means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; *provided, however*, that "Losses" shall not include any punitive, special, exemplary, incidental or similar damages or relief (including, but not limited to, lost profits and lost business opportunity), except to the extent actually awarded to a Governmental Authority or other third party on account of a Third Party Claim for which a party is entitled to indemnification pursuant to this Agreement or to the extent they are shown to be either (i) losses that would arise normally and naturally as a result of a breach of any similar promise or undertaking or (ii) losses reasonably foreseeable to a knowledgeable seller of the Business as a probable consequence of a breach of that promise or undertaking.

"Material Adverse Effect" means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Business, taken as a whole, (b) the value or financial condition of the Purchased Assets, or (c) the ability of Seller to both perform its obligations hereunder and consummate the transactions contemplated hereby on a timely basis, but in each case except to the extent resulting from (i) changes in general economic conditions (whether local, domestic, foreign or international), (ii) changes generally affecting the markets or industries in which the Seller operates, (iii) acts of war, sabotage or terrorism, military actions or the escalation thereof, (iv) any changes in applicable Law or accounting rules or principles, including changes in GAAP, (v) any action required by this Agreement or any Ancillary Document, or (vi) the negotiation, execution, announcement, pendency or performance of this Agreement, any Ancillary Document or any of the transactions contemplated herein or therein (provided that none of the changes, acts, actions or other events described in clause (i), (ii), (iii), (iv) or (vi), as applicable, above do not affect the Seller Parties in a substantially disproportionate manner).

"Material Contracts" has the meaning set forth in Section 4.07(a).

"Material Payors" has the meaning set forth in Section 4.14(a).

"Material Suppliers" has the meaning set forth in Section 4.14(b).

"Multiemployer Plan" has the meaning set forth in Section 4.19(c).

"Offered Employees" has the meaning set forth in Section 6.05(a).

"OIG" means the HHS Office of the Inspector General.

"Owned Real Property" has the meaning set forth in Section 4.10(a).

"Permits" means all permits, licenses, franchises, approvals, accreditations, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

"Permitted Encumbrances" has the meaning set forth in Section 4.08.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Plan 501" has the meaning set forth in Section 6.05(d).

"Platform Agreements" has the meaning set forth in Section 4.11(h).

"Post-Closing Adjustment" has the meaning set forth in Section 2.06(a)(ii).

"Post-Closing Tax Period" means any taxable period beginning after the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period beginning after the Closing Date.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.

"Purchase Price" has the meaning set forth in Section 2.05.

"Purchased Assets" has the meaning set forth in Section 2.01.

"Qualified Benefit Plan" has the meaning set forth in Section 4.19(c).

"Release" means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Resolution Period" has the meaning set forth in Section 2.06(b)(ii).

"Review Period" has the meaning set forth in Section 2.06(b)(i).

"Seller" has the meaning set forth in the preamble.

"Seller Closing Certificate" has the meaning set forth in Section 7.01(m).

"Single Employer Plan" has the meaning set forth in Section 4.19(c).

"Statement of Objections" has the meaning set forth in Section 2.06(b)(ii).

"Successor Trustee" means any trustee of any of the Owners who succeeds the Trustee in such capacity.

"Tangible Personal Property" has the meaning set forth in Section 2.01(e).

"Target Working Capital" means \$0.

"Taxes" means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

"Tax Return" means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Third Party Claim" has the meaning set forth in Section 8.04(a).

"Title Company" shall mean Old Republic Title Insurance Company.

"Transaction Documents" has the meaning set forth in Section 6.10.

"Transaction Expenses" means all fees and expenses incurred by Seller at or prior to the Closing in connection with the preparation, negotiation and execution of this Agreement and the Ancillary Documents, and the performance and consummation of the transactions contemplated hereby and thereby.

"Undisputed Amounts" has the meaning set forth in Section 2.06(b)(iii).

"Union" has the meaning set forth in Section 4.20(b).

"WARN Act" means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

ARTICLE II PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of Seller's right, title and interest in, to and under all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the "**Purchased Assets**"), including, without limitation, the following:

(a) all accounts receivable held by Seller in respect of services provided prior to the Closing Date, and any security, claim, remedy or other right related to any of the foregoing ("**Accounts Receivable**");

(b) all inventory, including pharmacy, central supply and dietary inventory, packaging, supplies, parts and other inventories ("**Inventory**");

(c) all Contracts, including Intellectual Property Agreements, set forth on Section 2.01(c) of the Disclosure Schedules, as supplemented or amended pursuant to Section 6.16 (the "**Assigned Contracts**"); provided, that, notwithstanding anything to the contrary herein, unless Buyer explicitly agrees, as set forth on Section 2.01(c)(1) of the Disclosure Schedules, to the assignment of any Contract containing any of the following provisions, such Contract shall not constitute an Assigned Contract and shall constitute an Excluded Contract (i) any Contract containing a provision requiring Buyer to indemnify any counterparty or third party, (ii) any Contract containing a provision requiring Buyer to be subject to the jurisdiction of any Governmental Authority other than the State of New Hampshire, including a choice of law provision providing for the application of any Governmental Authority's laws, rules, regulations or the like, other than those of the State of New Hampshire, (iii) any Contract that limits or purports to limit the ability of Buyer to compete in any line of business or with any Person or in any geographic area or during any period of time or (iv) any Contract containing a provision requiring Buyer to submit to binding arbitration;

(d) all Intellectual Property Assets;

(e) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property, including, without limitation, all pharmaceutical dispensing machines (the "**Tangible Personal Property**");

(f) all Owned Real Property;

(g) all Permits, including Environmental Permits, which are held by Seller and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets, including, without limitation, those listed on Section 4.17(b) and Section 4.18(b) of the Disclosure Schedules, to the extent such Permits are transferable;

(h) all rights to any Actions of any nature available to or being pursued by Seller to the extent related to the Business, the Purchased Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise;

(i) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes);

(j) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;

(k) all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Purchased Assets or the Assumed Liabilities;

(l) originals, or where not available, copies, of all books and records, including, but not limited to, books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, patient lists, patient records, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), strategic plans, internal financial statements, marketing and promotional surveys, material and research and files relating to the Intellectual Property Assets and the Intellectual Property Agreements ("**Books and Records**"); and

(m) all goodwill and the going concern value of the Business.

Section 2.02 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets (collectively, the "**Excluded Assets**"):

(a) cash and cash equivalents;

(b) receivables from any of the Seller's Affiliates, directors, employees, officers or stockholders and any of their respective Affiliates, all of which are set forth on Schedule 2.02(b) of the Disclosure Schedules (all of which receivables shall be deemed to be fully waived and released by the Seller effective as of the Closing without notice or further action on the part of the Seller or any other Person);

(c) (i) Contracts, including Intellectual Property Agreements, that are not Assigned Contracts and (ii) the CBA (the "**Excluded Contracts**");

(d) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of Seller;

(e) all Benefit Plans and assets attributable thereto;

(f) other than with respect to the Purchased Assets or the Assumed Liabilities, all rights, privileges, benefits, and causes of action, including rights to indemnity and insurance proceeds, whether pursuant to Contracts, statute or otherwise and whether vested, contingent or hereafter arising, based upon, arising out of or relating to any policy of insurance applicable to the Business or with respect to any underwriter, coverholder, or insurer thereunder;

(g) documents related solely to the Excluded Assets or Excluded Liabilities;

(h) any claims, indemnities, or rights arising from the Excluded Liabilities;

(i) all related claims and copies of all records relating to Taxes or other governmental charges that are Excluded Liabilities and all other matters that Seller or Owner is required by Law to retain;

(j) the assets, properties and rights specifically set forth on Section 2.02(j) of the Disclosure Schedules; and

(k) the rights which accrue or will accrue to Seller or Owner under this Agreement and the Ancillary Documents.

Section 2.03 Assumed Liabilities. Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge only the following Liabilities of Seller (collectively, the "**Assumed Liabilities**"), and no other Liabilities:

(a) trade accounts payable of Seller to third parties in connection with the Business related to the period of time prior to the Closing Date that remain unpaid and are not delinquent as of the Closing Date and that either are reflected on the Interim Balance Sheet or arose in the ordinary course of business consistent with past practice since the Interim Balance Sheet Date ("**Accounts Payable**"); and

(b) Liabilities in respect of the Assigned Contracts but only to the extent that such Liabilities thereunder are required to be performed after the Closing Date, were incurred in the ordinary course of business and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by Seller on or prior to the Closing.

Section 2.04 Excluded Liabilities. Notwithstanding the provisions of Section 2.03 or any other provision in this Agreement to the contrary, Buyer shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of Seller or any of its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (the "**Excluded Liabilities**"). Seller shall, and shall cause each of its Affiliates to, pay and satisfy in due course all Excluded

Liabilities which they are obligated to pay and satisfy. Without limiting the generality of the foregoing, the Excluded Liabilities shall include, but not be limited to, the following:

(a) any Liabilities of Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the Ancillary Documents and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;

(b) any Liability for (i) Taxes of the Seller Parties (or any Affiliate of Seller) or relating to the Business, the Purchased Assets or the Assumed Liabilities for any Pre-Closing Tax Period, including without limitation any taxes due pursuant to New Hampshire unemployment compensation law; (ii) Taxes that arise out of the consummation of the transactions contemplated hereby or that are the responsibility of the Seller Parties including, without limitation, any taxable gain recognized or pursuant to Section 6.13; or (iii) other Taxes of the Seller Parties (or any Affiliate of Seller) of any kind or description (including any Liability for Taxes of the Seller Parties (or any Affiliate of Seller) that becomes a Liability of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Law);

(c) any Liabilities relating to or arising out of the Excluded Assets, Indebtedness or Transaction Expenses, except for any claim, obligation or liability of any kind imposed on Buyer with respect to its actions or inactions in connection with the CBA related to the period of time after the Closing;

(d) any Liabilities in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the Business or the Purchased Assets to the extent such Action relates to such operation on or prior to the Closing Date;

(e) any Liabilities of Seller arising under or in connection with any Benefit Plan providing benefits to any present or former employee of Seller, including, without limitation, any Seller COBRA notice and coverage obligations;

(f) any Liabilities of Seller for any present or former employees, officers, directors, retirees, independent contractors or consultants of Seller, including, without limitation, any Liabilities associated with any claims for wages or other benefits, bonuses, accrued vacation or earned time, workers' compensation, severance, retention, termination or other payments or failure to comply with Seller's background check policy and practice;

(g) any Environmental Claims, or Liabilities under Environmental Laws, to the extent arising out of or relating to facts, circumstances or conditions existing on or prior to the Closing or otherwise to the extent arising out of any actions or omissions of Seller;

(h) any trade accounts payable of Seller (i) to the extent not accounted for on the Interim Balance Sheet; (ii) which constitute intercompany payables owing to

Affiliates of Seller; (iii) which constitute debt, loans or credit facilities to financial institutions; or (iv) which did not arise in the ordinary course of business;

(i) any Liabilities of the Business or the Seller relating or arising from unfulfilled commitments or the operation of the Business on or prior to the Closing;

(j) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of Seller (including with respect to any breach of fiduciary obligations by same);

(k) any Liabilities under the Excluded Contracts or any other Contracts, including Intellectual Property Agreements, (i) which are not validly and effectively assigned to Buyer pursuant to this Agreement; (ii) which do not conform to the representations and warranties with respect thereto contained in this Agreement; or (iii) to the extent such Liabilities arise out of or relate to a breach by Seller of such Contracts prior to Closing;

(l) any Liabilities associated with debt, loans or credit facilities of Seller and/or the Business owing to financial institutions;

(m) any Liabilities that would become Liabilities of Buyer as a matter of Law (under any theory of successor liability or the like or otherwise) in connection with this Agreement, any Ancillary Document and the transactions contemplated hereby and thereby, including, without limitation, recoupment of overpayments related to the operation of the Business on or prior to the Closing or claims under the Stark Act or False Claims Act related to the operation of the Business on or prior to the Closing; and

(n) any Liabilities arising out of, in respect of or in connection with the failure by Seller or any of its Affiliates to comply with any Law or Governmental Order.

Section 2.05 Purchase Price. The aggregate purchase price for the Purchased Assets shall be \$13,000,000, subject to adjustment pursuant to Section 2.06 hereof (the "**Purchase Price**"), plus the assumption of the Assumed Liabilities. The Purchase Price shall be paid as provided in Section 3.02.

Section 2.06 Purchase Price Adjustment.

(a) Post-Closing Adjustment.

(i) Within 150 days after the Closing Date, Buyer shall prepare and deliver to Seller a statement setting forth its calculation of Closing Working Capital (the "**Closing Working Capital Statement**"), which shall be in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Audited Financial Statements for the most recent fiscal year end, and a certificate of a duly authorized representative of Buyer that such Closing Working Capital Statement was prepared in accordance with this Section.

(ii) The "**Post-Closing Adjustment**" shall be an amount equal to the Closing Working Capital minus the Target Working Capital. If the Post-Closing Adjustment is a positive number, Buyer shall pay to Seller an amount equal to the Post-Closing Adjustment. If the Post-Closing Adjustment is a negative number, Seller shall pay to Buyer an amount equal to the Post-Closing Adjustment.

(b) Examination and Review.

(i) Examination. After receipt of the Closing Working Capital Statement, Seller shall have 30 days (the "**Review Period**") to review the Closing Working Capital Statement. During the Review Period, Seller and Seller's accountants shall have full access to the relevant books and records of Buyer, the personnel of, and work papers prepared by, Buyer and/or Buyer's accountants to the extent that they relate to the Closing Working Capital Statement and to such historical financial information (to the extent in Buyer's possession) relating to the Closing Working Capital Statement as Seller may reasonably request for the purpose of reviewing the Closing Working Capital Statement and to prepare a Statement of Objections (defined below), *provided, that* such access shall be in a manner that does not interfere with the normal business operations of Buyer.

(ii) Objection. On or prior to the last day of the Review Period, Seller may object to the Closing Working Capital Statement by delivering to Buyer a written statement setting forth Seller's objections in reasonable detail, indicating each disputed item or amount and the basis for Seller's disagreement therewith (the "**Statement of Objections**"). If Seller fails to deliver the Statement of Objections before the expiration of the Review Period, the Closing Working Capital Statement and the Post-Closing Adjustment, as the case may be, reflected in the Closing Working Capital Statement shall be deemed to have been accepted by Seller. If Seller delivers the Statement of Objections before the expiration of the Review Period, Buyer and Seller shall negotiate in good faith to resolve such objections within 30 days after the delivery of the Statement of Objections (the "**Resolution Period**"), and, if the same are so resolved within the Resolution Period, the Post-Closing Adjustment and the Closing Working Capital Statement with such changes as may have been previously agreed in writing by Buyer and Seller, shall be final and binding, absent fraud or manifest error.

(iii) Resolution of Disputes. If Seller and Buyer fail to reach an agreement with respect to all of the matters set forth in the Statement of Objections before expiration of the Resolution Period, then any amounts remaining in dispute ("**Disputed Amounts**" and any amounts not so disputed, the "**Undisputed Amounts**") shall be submitted for resolution to the office of a mutually agreeable impartial nationally or regionally recognized firm of independent certified public accountants (the "**Independent Accountant**"), other than the Buyer's accountants or the Seller's accountants, who, acting as experts and not arbitrators, shall resolve the Disputed Amounts only and make any adjustments to the Post-Closing Adjustment, as the case may be, and the Closing Working Capital Statement. The parties hereto agree that all adjustments shall be

made without regard to materiality. The Independent Accountant shall only decide the specific items under dispute by the parties and their decision for each Disputed Amount must be within the range of values assigned to each such item in the Closing Working Capital Statement and the Statement of Objections, respectively.

(iv) Fees of the Independent Accountant. The fees and expenses of the Independent Accountant shall be paid by Seller, on the one hand, and Buyer, on the other hand, based upon the percentage that the amount actually contested but not awarded to Seller or Buyer, respectively, bears to the aggregate amount actually contested by Seller and Buyer.

(v) Determination by Independent Accountant. The Independent Accountant shall make a determination as soon as practicable after their engagement (but in no case greater than 30 days after their engagement), and their resolution of the Disputed Amounts and their adjustments to the Closing Working Capital Statement and/or the Post-Closing Adjustment shall be conclusive and binding upon the parties hereto, absent fraud or manifest error.

(c) Payments of Post-Closing Adjustment. Except as otherwise provided herein, any payment of the Post-Closing Adjustment shall (A) be due (x) within ten (10) Business Days of acceptance of the applicable Closing Working Capital Statement or (y) if there are Disputed Amounts, then within ten (10) Business Days of the resolution described in clause (v) above; and (B) be paid by wire transfer of immediately available funds to such account as is directed by Buyer or Seller, as the case may be.

(d) Adjustments for Tax Purposes. Any payments made pursuant to Section 2.06 shall be treated as an adjustment to the Purchase Price by the parties for Tax purposes, unless otherwise required by Law.

Section 2.07 Allocation of Purchase Price. As of the Closing, Seller and Buyer shall agree in good faith on the manner in which the Purchase Price and the Assumed Liabilities (plus other relevant items) shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) (the "**Allocation Schedule**"). Buyer and Seller shall file all Tax Returns (including amended returns and claims for refund) and information reports in a manner consistent with the Allocation Schedule. Any adjustments to the Purchase Price pursuant to Section 2.06 herein shall be allocated in a manner consistent with the Allocation Schedule.

Section 2.08 Withholding Tax. Buyer shall be entitled to deduct and withhold from the Purchase Price such amount of Taxes, if any, as Buyer is required to deduct and withhold under any applicable provision of Tax Law. All such withheld amounts shall be treated as delivered to Seller hereunder. Buyer shall use reasonable efforts to notify the Seller of any amounts subject to withholding at least three (3) Business Days prior to the scheduled date of such payment. The Parties shall cooperate to allow Buyer, at its election, to effectuate such withholding by means reasonably acceptable to Buyer. Buyer shall work in good faith with Seller to minimize any such withheld amounts.

Section 2.09 Third Party Consents. To the extent that Seller's rights under any Contract or Permit constituting a Purchased Asset, or any other Purchased Asset, may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller, at its expense, shall use its reasonable best efforts to obtain any such required consent(s) as promptly as possible following the Closing. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Purchased Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Seller, to the maximum extent permitted by law and the Purchased Asset, shall act after the Closing as Buyer's agent in order to obtain for it the benefits thereunder and shall cooperate, to the maximum extent permitted by Law and the Purchased Asset, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer. Notwithstanding any provision in this Section 2.09 to the contrary, Buyer shall not be deemed to have waived its rights under Section 7.01(d), (g) or (h) hereof unless and until Buyer either provides written waivers thereof or elects to proceed to consummate the transactions contemplated by this Agreement at Closing.

ARTICLE III CLOSING

Section 3.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Pierce Atwood LLP or remotely by exchange of documents and signatures (or their electronic counterparts), at 12:01 a.m. eastern time, on the third Business Day after all of the conditions to Closing set forth in ARTICLE VII are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), or at such other time, date or place as Seller and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the "Closing Date".

Section 3.02 Closing Deliverables.

- (a) At the Closing, Seller shall deliver to Buyer the following:
 - (i) the Escrow Agreement duly executed by Seller;
 - (ii) a bill of sale in form and substance satisfactory to Buyer (the "**Bill of Sale**") and duly executed by Seller, transferring the tangible personal property included in the Purchased Assets to Buyer;
 - (iii) an assignment and assumption agreement in form and substance satisfactory to Buyer (the "**Assignment and Assumption Agreement**") and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Purchased Assets and the Assumed Liabilities;
 - (iv) assignments in form and substance satisfactory to Buyer (the "**Intellectual Property Assignments**") and duly executed by Seller, transferring all of Seller's right, title and interest in and to the Intellectual Property Assets to

Buyer, including the transfer of all Seller's right, title and interest in and to the name Hampstead Hospital and all derivations thereof;

(v) with respect to each parcel of Owned Real Property, a general warranty deed in form and substance satisfactory to Buyer (each, a "**Deed**" and collectively, the "**Deeds**") and duly executed and notarized by Seller, together with a Declaration of Consideration (CD-57) with respect to New Hampshire real estate transfer tax as required pursuant to NH RSA Chapter 78-B;

(vi) the Seller Closing Certificate;

(vii) the Closing Indebtedness Certificate;

(viii) the Closing Transaction Expenses Certificate;

(ix) the FIRPTA Certificate;

(x) the certificates of the Secretary or Assistant Secretary of Seller required by Section 7.01(o) and Section 7.01(p);

(xi) a certificate from the Trustee certifying as to (A) the existence of the Owner, (B) a declaration or other abstract from the applicable trust instrument setting forth the authority of such Trustee, on behalf of such trust, to enter into this Agreement, the Ancillary Agreements and the other agreements and instruments to which such trust is a party and to perform its obligations hereunder and thereunder and (C) certifying that all applicable notices, waivers, consents, approvals or the like required to be given to or received from the beneficiaries of the Owner have been given or received;

(xii) a "good standing" certificate for the Seller, and a copy of the articles of agreement and all amendments thereto (or comparable document) of the Seller, in each case certified by the Secretary of State of New Hampshire and dated as of a date within five Business Days before the Closing Date;

(xiii) such title insurance affidavits and associated indemnifications covering such matters so as to facilitate the issuance of title insurance sought by Buyer in connection with the transaction contemplated hereby, of form and substance reasonable acceptable to Buyer and its title company and sufficient in all respect to eliminate title insurance exceptions regarding mechanics and materialmen's liens and parties in possession;

(xiv) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement;

(xv) payoff letters and releases with regard to any debt of Seller and terminations of any liens or financing statements filed with regard to Seller;

(xvi) Affidavit from Phillip J. Kubiak in his capacity as CEO of the Seller, in form and substance satisfactory to the Buyer and Title Company, as to the absence of any remaining outstanding indebtedness or liabilities incurred by the former Hampstead Outlook, Inc. entity that was administratively dissolved on July 15, 1977; and

(xvii) Possession of the Owned Real Property, together with all keys, free and clear of all tenancies or persons in possession.

(b) At the Closing, Buyer shall deliver to Seller (or such other parties as are indicated below) the following:

(i) the Purchase Price (by wire transfer of immediately available funds to an account designated in writing by Seller to Buyer), less (x) the Escrow Amount, (y) Indebtedness of the Seller outstanding as of Closing (as set forth below) and (z) Transaction Expenses of the Seller due as of Closing (as set forth below) (the "**Closing Date Cash Payment**");

(ii) the Escrow Agreement duly executed by Buyer;

(iii) Indebtedness of the Seller to be paid at Closing, by wire transfer of immediately available funds to the accounts and in the amounts specified on the Closing Indebtedness Certificate;

(iv) Transaction Expenses of the Seller to be paid at Closing, by wire transfer of immediately available funds to the accounts and in the amounts specified on the Closing Transaction Expenses Certificate;

(v) the Assignment and Assumption Agreement duly executed by Buyer;

(vi) the Buyer Closing Certificate; and

(vii) the certificates of an authorized representative of Buyer required by Section 7.02(h) and Section 7.02(i).

(c) At the Closing, Buyer shall deliver to the Escrow Agent:

(i) the Escrow Amount (such amount, including any interest or other amounts earned thereon and less any disbursements therefrom in accordance with the Escrow Agreement, the "**Escrow Fund**") by wire transfer of immediately available funds to accounts designated by the Escrow Agent, to be held for the purpose of securing the indemnification obligations of Seller set forth in ARTICLE VIII and the obligations of Seller in Section 2.06(c); and

(ii) the Escrow Agreement.

(d) Notwithstanding the order of deliveries by the parties at the Closing, all actions and deliveries at the Closing shall be deemed to occur simultaneously, and none shall be deemed to have been completed until all of the actions and deliveries required to be taken or made by or at the Closing shall have been taken or made, or shall have been waived by the party entitled to make such waiver.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER AND OWNER

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, each of Seller and Owner, as applicable, represents and warrants to Buyer that the statements contained in this ARTICLE IV are true and correct as of the date hereof.

Section 4.01 Organization and Qualification of Seller Parties.

(a) Seller is a corporation duly organized, validly existing and in good standing under the Laws of the state of New Hampshire and has full corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted. Section 4.01 of the Disclosure Schedules sets forth each jurisdiction in which Seller is licensed or qualified to do business, and Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Business as currently conducted makes such licensing or qualification necessary.

(b) Owners are Massachusetts trusts created under, governed by and validly existing under the Laws of the Commonwealth of Massachusetts. Trustee has the requisite power and authority to hold the property held in such trusts and to carry on the affairs of such trusts as now being conducted. The Owners, collectively, own 100% of Seller's outstanding equity interests.

Section 4.02 Authority of Seller Parties.

(a) The Seller has full corporate power and authority to enter into this Agreement and the Ancillary Documents to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by the Seller of this Agreement and any Ancillary Document to which it is a party, the performance by it of its obligations hereunder and thereunder and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of such party. This Agreement has been duly executed and delivered by the Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of the Seller enforceable against it in accordance with its terms, except as enforceability may be limited by laws affecting creditors' rights or equitable principles generally (regardless of whether such enforceability is considered in an Action in equity or at law). When each Ancillary Document to which the Seller is or will be a party has been duly executed and delivered by it (assuming due authorization,

execution and delivery by each other party thereto), such Ancillary Document will constitute a legal and binding obligation of such party enforceable against it in accordance with its terms.

(b) Trustee, acting for and on behalf of the Owner, has the requisite power and authority to enter into this Agreement and the Ancillary Documents to which the Owner is a party, to carry out the Owner's obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Trustee of this Agreement and any Ancillary Document to which the Owner is a party, the performance by the Owner of its obligations hereunder and thereunder and the consummation by the Owner of the transactions contemplated hereby and thereby have been duly authorized by all requisite trust action on the part of the Owner. This Agreement has been duly executed and delivered by Trustee, acting for and on behalf of the Owner, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of the Owner enforceable against it in accordance with its terms except as enforceability may be limited by laws affecting creditors' rights or equitable principles generally (regardless of whether such enforceability is considered in an Action in equity or at law). When each Ancillary Document to which the Owner is or will be a party has been duly executed and delivered by Trustee, acting for and on behalf of the Owner (assuming due authorization, execution and delivery by each other party thereto), such Ancillary Document will constitute a legal and binding obligation of the Owner enforceable against it in accordance with its terms.

Section 4.03 No Conflicts; Consents. The execution, delivery and performance by each Seller Party of this Agreement and the Ancillary Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of such party; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to such party, the Business or the Purchased Assets; (c) except as set forth in Section 4.03 of the Disclosure Schedules, require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract or Permit to which such party is a party or by which such party or the Business is bound or to which any of the Purchased Assets are subject (including any Assigned Contract); or (d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on the Purchased Assets. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to any Seller Party in connection with the execution and delivery of this Agreement or any of the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby.

Section 4.04 Financial Statements. Complete copies of the (i) audited financial statements consisting of the balance sheet of the Company as at December 31st in each of the years 2020 and 2019 and the related statements of income and retained earnings, stockholders' equity and cash flow for the years then ended and (ii) reviewed financial statements consisting of the balance sheet of the Company as at December 31st in each of the years 2018, 2017 and 2016

and the related statements of income and retained earnings, stockholders' equity and cash flow for the years then ended ((i) and (ii), collectively, the "**Audited Financial Statements**"), and unaudited financial statements consisting of the balance sheet of the Company as at October 31, 2021 and the related statements of income and retained earnings, stockholders' equity and cash flow for the ten-month period then ended (the "**Interim Financial Statements**" and together with the Audited Financial Statements, the "**Financial Statements**") have been delivered to Buyer. The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved, subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes and other presentation items (that, if presented, would not differ materially from those presented in the Audited Financial Statements). The Financial Statements are based on the books and records of the Company, and fairly present in all material respects the financial condition of the Company as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated. The balance sheet of the Business as of December 31, 2020 is referred to herein as the "**Balance Sheet**" and the date thereof as the "**Balance Sheet Date**" and the balance sheet of the Business as of October 31, 2021 is referred to herein as the "**Interim Balance Sheet**" and the date thereof as the "**Interim Balance Sheet Date**". Seller maintains a standard system of accounting for the Business established and administered in accordance with GAAP.

Section 4.05 Undisclosed Liabilities. Seller has no Liabilities with respect to the Business required to be disclosed in a balance sheet prepared in accordance with GAAP, except (a) those which are adequately reflected or reserved against in the Interim Balance Sheet as of the Interim Balance Sheet Date, and (b) those which have been incurred in the ordinary course of business consistent with past practice since the Interim Balance Sheet Date and which are not, individually or in the aggregate, material in amount.

Section 4.06 Absence of Certain Changes, Events and Conditions. Except as set forth on Section 4.06 of the Disclosure Schedules, since the Balance Sheet Date, and other than in the ordinary course of business consistent with past practice, there has not been with respect to the Seller any:

- (a) event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;
- (b) declaration or payment of any dividends or distributions on or in respect of any of Seller's capital stock or redemption, purchase or acquisition of Seller's capital stock;
- (c) material change in any method of accounting or accounting practice for the Business, except as required by GAAP or as disclosed in the notes to the Financial Statements;
- (d) material change in cash management practices and policies, practices and procedures with respect to collection of Accounts Receivable, establishment of reserves for uncollectible Accounts Receivable, accrual of Accounts Receivable, inventory

control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;

(e) entry into any Contract that would constitute a Material Contract;

(f) incurrence, assumption or guarantee of any indebtedness for borrowed money in connection with the Business except unsecured current obligations and Liabilities incurred in the ordinary course of business consistent with past practice;

(g) transfer, assignment, sale or other disposition of any of the Purchased Assets shown or reflected in the Balance Sheet, except for the sale of Inventory in the ordinary course of business;

(h) cancellation of any debts or claims or amendment, termination or waiver of any rights constituting Purchased Assets;

(i) transfer or assignment of or grant of any license or sublicense under or with respect to any Intellectual Property Assets or Intellectual Property Agreements, except non-exclusive licenses or sublicenses granted in the ordinary course of business consistent with past practice;

(j) abandonment or lapse of or failure to maintain in full force and effect any Intellectual Property Registration, or failure to take or maintain reasonable measures to protect the confidentiality of any Trade Secrets included in the Intellectual Property Assets;

(k) material damage, destruction or loss, or any material interruption in use, of any Purchased Assets, whether or not covered by insurance;

(l) acceleration, termination, material modification to or cancellation of any Assigned Contract or Permit;

(m) material capital expenditures which would constitute an Assumed Liability;

(n) imposition of any Encumbrance upon any of the Purchased Assets;

(o) (i) grant of any bonuses, whether monetary or otherwise, or increase in any wages, salary, severance, pension or other compensation or benefits in respect of any current or former employees, officers, directors, independent contractors or consultants of the Business, in an amount greater than \$10,000, other than as provided for in any written agreements or required by applicable Law, (ii) change in the terms of employment for any employee of the Business or any termination of any employees for which the aggregate costs and expenses exceed \$100,000, or (iii) action to accelerate the vesting or payment of any compensation or benefit for any current or former employee, officer, director, consultant or independent contractor of the Business;

(p) hiring or promoting any person as or to (as the case may be) an officer or hiring or promoting any employee below officer, except to fill a vacancy in the ordinary course of business;

(q) adoption, modification or termination of any: (i) employment, severance, retention or other agreement with any current or former employee, officer, director, independent contractor or consultant of the Business, (ii) Benefit Plan, or (iii) collective bargaining or other agreement with a Union, in each case whether written or oral;

(r) any loan to (or forgiveness of any loan to), or entry into any other transaction with, any current or former directors, officers or employees of the Business;

(s) adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;

(t) purchase, lease or other acquisition of the right to own, use or lease any property or assets in connection with the Business for an amount in excess of \$100,000, individually (in the case of a lease, per annum) or \$250,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of Inventory or supplies in the ordinary course of business consistent with past practice; or

(u) any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

Section 4.07 Material Contracts.

(a) Section 4.07(a) of the Disclosure Schedules lists each of the following Contracts (x) by which any of the Purchased Assets are bound or affected or (y) to which Seller is a party or by which it is bound in connection with the Business or the Purchased Assets (such Contracts, together with all Contracts concerning the occupancy, management or operation of any Owned Real Property (including without limitation, brokerage contracts) listed or otherwise disclosed in Section 4.10(a) of the Disclosure Schedules and all Intellectual Property Agreements set forth in Section 4.11(b) of the Disclosure Schedules, being "**Material Contracts**"):

(i) all Contracts involving aggregate consideration in excess of \$25,000 and which, in each case, cannot be cancelled without penalty or without more than 30 days' notice;

(ii) all Contracts that provide for the indemnification of any Person or the assumption of any Tax, environmental or other Liability of any Person;

(iii) all Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);

(iv) all broker, distributor, dealer, manufacturer's representative, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts;

(v) all employment agreements and Contracts with independent contractors or consultants (or similar arrangements) and which are not cancellable without material penalty or without more than 90 days' notice;

(vi) except for Contracts relating to trade payables, all Contracts relating to indebtedness (including, without limitation, guarantees);

(vii) all Contracts with any Governmental Authority ("**Government Contracts**");

(viii) all Contracts that limit or purport to limit the ability of Seller to compete in any line of business or with any Person or in any geographic area or during any period of time;

(ix) all joint venture, partnership or similar Contracts;

(x) all Contracts for the sale of any of the Purchased Assets or for the grant to any Person of any option, right of first refusal or preferential or similar right to purchase any of the Purchased Assets;

(xi) all powers of attorney with respect to the Business or any Purchased Asset;

(xii) all agreements with third party payors for the provision of, or reimbursement for, health care services to patients, including agreements with Governmental Programs, insurers, managed care organizations, health maintenance organizations, preferred provider organizations, or self-insured employers or groups;

(xiii) all provider network agreements, accountable care organization agreements, clinical affiliation agreements, medical director agreements, management services agreements, professional services agreements, transfer agreements, recruitment agreements, personal property lease agreements, and supply agreements;

(xiv) all collective bargaining agreements or Contracts with any Union;
and

(xv) all other Contracts that are material to the Purchased Assets or the operation of the Business and not previously disclosed pursuant to this Section 4.07.

(b) Each Material Contract is valid and binding on Seller in accordance with its terms and is in full force and effect. None of Seller or, to Seller's Knowledge, any

other party thereto is in material breach of or default under, or has provided or received any notice of any intention to terminate, any Material Contract. None of Seller or, to Seller's Knowledge, any other party thereto is alleged to be in material breach of or default under any Material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default by the Seller or, to the Seller's Knowledge, by any other party under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been provided to Buyer. There are no material disputes pending or threatened under any Contract included in the Purchased Assets.

Section 4.08 Title to Purchased Assets. Seller has good and marketable fee simple title to the Owned Real Property insurable at customary rates on the ALTA form currently in use, with standard exceptions deleted for mechanic's liens and parties in possession, and good and valid title to, or a valid and freely assignable leasehold interest in, all of the remainder of the Purchased Assets. All such Purchased Assets (including leasehold interests) are free and clear of Encumbrances except for the following (collectively referred to as "**Permitted Encumbrances**"):

(a) those items set forth in Section 4.08 of the Disclosure Schedules;

(b) liens for Taxes not yet due and payable; or

(c) easements and rights of way of record, zoning ordinances and other similar encumbrances of record at the Rockingham County Registry of Deeds affecting the Owned Real Property, if any, which do not prohibit or interfere with the current or continued operation of any Owned Real Property or the Business thereon as determined by Buyer, which do not render title to any Owned Real Property unmarketable, and that have not had, and are not reasonably expected to result in, a Material Adverse Effect. Notwithstanding anything contained herein to the contrary, Seller shall be required to remove at or prior to Closing, with respect to the Purchased Assets (i) all mortgages and consensual liens affecting the Purchased Assets which secure Seller's and/or Owner's obligation to pay a monetary amount, (ii) all tax liens, and (iii) all non-consensual liens affecting the Purchased Assets or any interest therein arising from a failure to pay a monetary obligation, including mechanic's liens arising out of work performed by or on behalf of Seller or Owner and otherwise authorized by Seller or Owner.

Section 4.09 Condition and Sufficiency of Assets. The buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property included in the Purchased Assets are structurally sound, are in good operating condition and repair (subject to normal wear and tear), and are adequate for the uses to which they are being put, and none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights,

property and assets necessary to conduct the Business as currently conducted. None of the Excluded Assets are material to the Business.

Section 4.10 Owned Real Property.

(a) Section 4.10(a) of the Disclosure Schedules sets forth each parcel of real property owned by Seller and used in or necessary for the conduct of the Business as currently conducted (together with all buildings, fixtures, structures and improvements situated thereon and all easements, rights-of-way and other rights and privileges appurtenant thereto, including without limitation, all air rights, water rights and any easements, rights-of-way or other interests in, on, under or to any land, highway, alley, street or right-of-way abutting or adjoining said parcel (collectively, the "**Owned Real Property**"), including with respect to each property, the address location and use. Seller has delivered to Buyer copies of the deeds and other instruments (as recorded) by which Seller acquired such parcel of Owned Real Property, and copies of all title insurance policies, opinions, abstracts and surveys in the possession of Seller with respect to such parcel. With respect to each parcel of Owned Real Property:

(i) All structures and improvements owned by Seller associated with the Business are wholly within the lot lines of the Owned Real Property, except for improvements owned by Seller and located on land of a third party by virtue of a valid easement agreement between Seller and such third party, and no buildings, structures or improvements of any kind by any third parties encroach on to the Owned Real Property;

(ii) Seller has not leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof and there are no leases, licenses or other occupancy agreements of all or any portion of the Owned Realty Property which are not of record at the Rockingham County Registry of Deeds; and

(iii) Seller has not granted any options, rights of first offer, rights of first refusal or such other similar agreements with respect to the Owned Real Property or any portion thereof or interest therein, and there are no outstanding options, rights of first offer or rights of first refusal to purchase or such similar agreements with respect to the Owned Real Property or any portion thereof or interest therein granted by any other Person which are not of record at the Rockingham County Registry of Deeds.

(b) There is no parcel of real property leased by Seller and used in or necessary for the conduct of the Business as currently conducted.

(c) To Seller's Knowledge, the Owned Real Property is in material compliance with all applicable Laws and Seller has not received any written notice of material violations of building codes and/or zoning ordinances or other governmental or regulatory Laws affecting the Owned Real Property or the current use and operations with respect to the same. Seller has provided to Buyer true and correct copies of all

reports, assessments and investigations within their possession, custody or control regarding the Owned Real Property and its condition.

(d) All Permits for the Owned Real Property and for the operation of the Business thereon are in place, remain in full force and effect and are not subject to any appeals or rehearings.

(e) There are no existing or pending, or to the Seller's Knowledge, threatened judicial or administrative actions which may affect all or any portion of the Owned Real Property, including without limitation condemnation proceedings affecting the Owned Real Property, zoning, building code or other moratorium proceedings, or similar matters which could reasonably be expected to adversely affect the ability to operate the Owned Real Property as currently operated.

(f) Neither the whole nor any portion of the Owned Real Property has been damaged or destroyed by fire or other casualty.

(g) The Owned Real Property has permanent water supply, storm and sanitary sewage facilities, telephone, electricity, means of ingress and egress to and from public highways and, without limitation, other required public utilities, all of which are adequate for the current and anticipated needs of the Owned Real Property and the present uses thereof; no additional easements or other means of ingress, egress or access are or will be required by the owner of the Owned Real Property for access to the Owned Real Property as it is currently being used; and all connection fees or "tie-in" charges have been fully paid.

(h) Seller has not received any written notice from any insurance company terminating or threatening to terminate any insurance policy, or threatening to increase the premiums therefore, as a result of defects or inadequacies in the Owned Real Property.

(i) Except for any items to be prorated pursuant to the terms of this Agreement, all real estate taxes, special assessments, water and sewer charges, and other matters which are or could become a lien on all or any part of the Owned Real Property have been paid to the extent same are due and payable.

(j) There is no current default under any of the Permitted Encumbrances or the Permits applicable to the Owned Real Property and no event has occurred which with notice and/or the passage of time would constitute a default thereunder.

Section 4.11 Intellectual Property.

(a) Section 4.11(a) of the Disclosure Schedules contains a correct, current and complete list of: (i) all Intellectual Property Registrations, specifying as to each, as applicable: the title, mark, or design; the jurisdiction by or in which it has been issued, registered or filed; the patent, registration or application serial number; the issue, registration or filing date; and the current status; (ii) all unregistered Trademarks included in the Intellectual Property Assets; (iii) all proprietary Software included in the

Intellectual Property Assets; and (iv) all other Intellectual Property Assets that are used in the conduct of the Business as currently conducted or proposed to be conducted.

(b) Section 4.11(b) of the Disclosure Schedules contains a correct, current and complete list of all Intellectual Property Agreements: (i) under which Seller is a licensor or otherwise grants to any Person any right or interest relating to any Intellectual Property Asset that is material to the Business as currently conducted; (ii) under which Seller is a licensee or otherwise granted any right or interest relating to the Intellectual Property of any Person that is material to the Business as currently conducted; and (iii) which otherwise relate to the Seller's ownership or use of any Intellectual Property in the conduct of the Business as currently conducted or proposed to be conducted. Seller has provided Buyer with true and complete copies (or in the case of any oral agreements, a complete and correct written description) of all such Intellectual Property Agreements, including all modifications, amendments and supplements thereto and waivers thereunder. Each Intellectual Property Agreement is valid and binding on Seller in accordance with its terms and is in full force and effect. Neither Seller nor, to the Seller's Knowledge, any other party thereto is, or is alleged to be, in breach of or default under, or has provided or received any notice of breach of, default under, or intention to terminate (including by non-renewal), any Intellectual Property Agreement.

(c) Seller is the sole and exclusive legal and beneficial, and with respect to the Intellectual Property Registrations, record, owner of all right, title and interest in and to the Intellectual Property Assets, and has the valid and enforceable right to use all other Intellectual Property used in or necessary for the conduct of the Business as currently conducted or as proposed to be conducted, in each case, free and clear of Encumbrances other than Permitted Encumbrances. The Intellectual Property Assets and Licensed Intellectual Property are all of the Intellectual Property necessary to operate the Business as presently conducted or proposed to be conducted. Seller has entered into binding, valid and enforceable written Contracts with each current and former employee and independent contractor who is or was involved in or has contributed to the invention, creation, or development of any Intellectual Property during the course of employment or engagement with Seller whereby such employee or independent contractor (i) acknowledges Seller's exclusive ownership of all Intellectual Property Assets invented, created or developed by such employee or independent contractor within the scope of his or her employment or engagement with Seller; (ii) grants to Seller a present, irrevocable assignment of any ownership interest such employee or independent contractor may have in or to such Intellectual Property; and (iii) irrevocably waives any right or interest, including any moral rights, regarding such Intellectual Property, to the extent permitted by applicable Law. Seller has provided Buyer with true and complete copies of all such Contracts. All assignments and other instruments necessary to establish, record, and perfect Seller's ownership interest in the Intellectual Property Registrations have been validly executed, delivered, and filed with the relevant Governmental Authorities and authorized registrars.

(d) Except to the extent disclosed on Section 4.03 of the Disclosure Schedules, neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereunder, will result in the loss or

impairment of or payment of any additional amounts with respect to, or require the consent of any other Person in respect of, the Buyer's right to own or use any Intellectual Property Assets or Licensed Intellectual Property in the conduct of the Business as currently conducted and as proposed to be conducted. Except to the extent disclosed on Section 4.03 of the Disclosure Schedules, immediately following the Closing, all Intellectual Property Assets will be owned or available for use by Buyer on substantially the same terms as they were owned or available for use by Seller immediately prior to the Closing.

(e) All of the Intellectual Property Assets (and, to the Seller's Knowledge, Licensed Intellectual Property) are valid and enforceable, and all Intellectual Property Registrations are subsisting and in full force and effect. Seller has taken all necessary steps to maintain and enforce the Intellectual Property Assets and Licensed Intellectual Property and to preserve the confidentiality of all Trade Secrets included in the Intellectual Property Assets, including by requiring all Persons having access thereto to execute binding, written non-disclosure agreements. All required filings and fees related to the Intellectual Property Registrations have been timely submitted with and paid to the relevant Governmental Authorities and authorized registrars.

(f) The conduct of the Business as currently and formerly conducted and as proposed to be conducted, including the use of the Intellectual Property Assets and Licensed Intellectual Property in connection therewith, and the products, processes, and services of the Business have not, to the Seller's Knowledge, infringed, misappropriated, or otherwise violated and will not infringe, misappropriate, or otherwise violate the Intellectual Property or other rights of any Person. To the Seller's Knowledge, no Person has infringed, misappropriated, or otherwise violated any Intellectual Property Assets or Licensed Intellectual Property.

(g) There are no Actions (including any opposition, cancellation, revocation, review, or other proceeding), whether settled, pending or, to the Seller's Knowledge, threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, or other violation of the Intellectual Property of any Person by Seller in the conduct of the Business; (ii) challenging the validity, enforceability, registrability, patentability, or ownership of any Intellectual Property Assets or, to the Seller's Knowledge, Licensed Intellectual Property; or (iii) by Seller or any other Person alleging any infringement, misappropriation, or other violation by any Person of any Intellectual Property Assets. Seller is not aware of any facts or circumstances that could reasonably be expected to give rise to any such Action. Seller is not subject to any outstanding or prospective Governmental Order (including any motion or petition therefor) that does or could reasonably be expected to restrict or impair the use of any Intellectual Property Assets or, to the Seller's Knowledge, Licensed Intellectual Property.

(h) Section 4.11(h) of the Seller Disclosure Schedules contains a correct, current, and complete list of all social media accounts used by Seller in the conduct of the Business. Seller has complied in all material respects with all terms of use, terms of service, and other Contracts and all associated policies and guidelines relating to its use

of any social media platforms, sites, or services in the conduct of the Business (collectively, "**Platform Agreements**"). There are no Actions settled, pending, or, to the Seller's Knowledge, threatened alleging (A) any breach or other violation of any Platform Agreement by Seller; or (B) defamation, any violation of publicity rights of any Person, or any other violation by Seller in connection with its use of social media in the conduct of the Business.

(i) All Business IT Systems are in good working condition and are sufficient for the operation of the Business as currently conducted and as proposed to be conducted. In the past five years, there has been no malfunction, failure, continued substandard performance, denial-of-service, or other cyber incident, including, to the Seller's Knowledge, any cyberattack, or other impairment of the Business IT Systems. Seller has taken commercially reasonable steps to safeguard the confidentiality, availability, security, and integrity of the Business IT Systems, including implementing and maintaining appropriate backup, disaster recovery, and Software and hardware support arrangements. Seller's EHR complies with all applicable standards and requirements, including without limitation any applicable privacy, security, and data transmission requirements and any "meaningful use" requirements.

(j) Seller has complied in all material respects with all applicable Laws and all policies, notices, and statements concerning the collection, use, processing, storage, transfer, and security of personal information in the conduct of the Business. Except as set forth in Schedule 4.26 of the Disclosure Schedules, in the past five years, Seller has not (i) experienced any actual, alleged, or suspected data breach or, to Seller's Knowledge, other security incident involving the unauthorized access of personal information in its possession or control or (ii) been subject to or received any notice of any audit, investigation, complaint, or other Action by any Governmental Authority or other Person concerning the Company's collection, use, processing, storage, transfer, or protection of personal information or actual, alleged, or suspected violation of any applicable Law concerning privacy, data security, or data breach notification, in each case in connection with the conduct of the Business, and to Seller's Knowledge, there are no facts or circumstances that could reasonably be expected to give rise to any such Action.

Section 4.12 Inventory. All Inventory, whether or not reflected in the Balance Sheet, consists of a quality and quantity usable and salable in the ordinary course of business consistent with past practice, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. All Inventory is owned by Seller free and clear of all Encumbrances, and no Inventory is held on a consignment basis. The quantities of each item of Inventory (whether raw materials, work-in-process or finished goods) are not excessive, but are reasonable in the present circumstances of Seller.

Section 4.13 Accounts Receivable. The Accounts Receivable reflected on the Interim Balance Sheet and the Accounts Receivable arising after the date thereof (a) have arisen from bona fide transactions entered into by Seller involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; (b) constitute only valid,

undisputed claims of Seller not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice; and (c) subject to a reserve for bad debts shown on the Interim Balance Sheet or, with respect to Accounts Receivable arising after the Interim Balance Sheet Date, on the accounting records of the Business, are, to the Seller's Knowledge, collectible in full within 120 days after billing. The reserve for bad debts shown on the Interim Balance Sheet or, with respect to Accounts Receivable arising after the Interim Balance Sheet Date, on the accounting records of the Business have been determined in accordance with GAAP, consistently applied, subject to normal year-end adjustments and the absence of disclosures normally made in footnotes.

Section 4.14 Payors and Suppliers.

(a) Section 4.14(a) of the Disclosure Schedules sets forth with respect to the Business (i) each third party payor who has paid aggregate consideration to Seller for goods or services rendered in an amount greater than or equal to \$10,000 for each of the two most recent fiscal years (collectively, the "**Material Payors**"); and (ii) the amount of consideration paid by each Material Payor during such periods. Seller has not received any notice, and has no reason to believe, that any of the Material Payors has ceased, or intends to cease after the Closing, to use the goods or services of the Business or to otherwise terminate or materially reduce its relationship with the Business.

(b) Section 4.14(b) of the Disclosure Schedules sets forth with respect to the Business (i) each supplier to whom Seller has paid consideration for goods or services rendered in an amount greater than or equal to \$10,000 for each of the two most recent fiscal years (collectively, the "**Material Suppliers**"); and (ii) the amount of purchases from each Material Supplier during such periods. Seller has not received any notice, and has no reason to believe, that any of the Material Suppliers has ceased, or intends to cease, to supply goods or services to the Business or to otherwise terminate or materially reduce its relationship with the Business.

Section 4.15 Insurance. Section 4.15 of the Disclosure Schedules sets forth (a) a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers' compensation, vehicular, fiduciary liability, cyber liability and other casualty and property insurance maintained by Seller or its Affiliates and relating to the Business, the Purchased Assets or the Assumed Liabilities (collectively, the "**Insurance Policies**"); and (b) with respect to the Business, the Purchased Assets or the Assumed Liabilities, a list of all pending claims and the claims history for Seller since January 1, 2017. There are no claims related to the Business, the Purchased Assets or the Assumed Liabilities pending under any such Insurance Policies. Seller has not received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies prior to the Closing have either been paid or, if not yet due, accrued. All such Insurance Policies (a) are in full force and effect and enforceable in accordance with their terms; (b) are provided by carriers who are, to the Seller's Knowledge, financially solvent; and (c) have not been subject to any lapse in coverage. None of Seller or any of its Affiliates is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any such Insurance Policy. The Insurance Policies are of the type and in the amounts customarily carried by Persons conducting a business

similar to the Business and are sufficient for compliance in all material respects with all applicable Laws and Contracts to which Seller is a party or by which it is bound. True and complete copies of the Insurance Policies have been made available to Buyer.

Section 4.16 Legal Proceedings; Governmental Orders.

(a) Except as otherwise disclosed on Section 4.16(a) of the Disclosure Schedules, in the past five (5) years, there have been no Actions, and there currently are no, Actions pending or, to Seller's Knowledge, threatened against or by Seller (a) relating to or affecting the Business, the Purchased Assets or the Assumed Liabilities; or (b) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To the Seller's Knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against, relating to or affecting the Business.

Section 4.17 Compliance With Laws; Permits.

(a) Seller has complied, and is now complying, in all material respects with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets. Seller has not received any notice of violation of any Laws applicable to the conduct of the Business. Seller is not a party to, or otherwise bound by, a corporate integrity agreement with OIG, or any similar agreement with any Governmental Authority. Seller has timely filed all forms, applications, reports, statements, data and other information required to be filed with Governmental Authorities. Seller has not made nor is in the process of making a voluntary self-disclosure under the Self-Referral Disclosure Protocol established by the Secretary of HHS pursuant to Section 6409 of the Patient Protection and Affordable Care Act, or under the self-disclosure protocol established and maintained by OIG, or to any United States Attorney or other Governmental Authority.

(b) All Permits required for Seller to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets have been obtained by Seller and are valid and in full force and effect and are set forth on Section 4.17(b) of the Disclosure Schedules. All fees and charges with respect to such Permits due as of or before the date hereof have been paid in full. Section 4.17(b) of the Disclosure Schedules lists all current Permits issued to Seller which are related to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in Section 4.17(b) of the Disclosure Schedules.

(c) Each employee or contractor of Seller who is required by Law to have a professional license or certification to perform his or her job for Seller holds such license or certification in good standing and no proceeding is pending or, to Seller's Knowledge,

threatened, seeking revocation, cancellation, suspension or limitation of any Permit or of any employee's or contractor's professional license or certification. The hospital which is part of the Business holds full accreditation from the Joint Commission with no contingencies or exceptions, and Seller is accredited by such other accrediting bodies as may be necessary and customary for major service lines offered by Seller.

Section 4.18 Environmental Matters.

(a) The operations of Seller with respect to the Business and the Purchased Assets are currently and have been in material compliance with all Environmental Laws. Seller has not received from any Person, with respect to the Business or the Purchased Assets, any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date.

(b) Seller has obtained and is in material compliance with all Environmental Permits (each of which is disclosed in Section 4.18(b) of the Disclosure Schedules) necessary for the conduct of the Business as currently conducted or the ownership, lease, operation or use of the Purchased Assets and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Seller through the Closing Date in accordance with Environmental Law, and to the Seller's Knowledge, no condition, event or circumstance has occurred that might prevent or impede, after the Closing Date, the conduct of the Business as currently conducted or the ownership, lease, operation or use of the Purchased Assets. With respect to any such Environmental Permits, Seller has undertaken, or will undertake prior to the Closing Date, all measures necessary to facilitate transferability of the same, and Seller is not aware of any condition, event or circumstance that might prevent or impede the transferability of the same, and has not received any Environmental Notice or written communication regarding any material adverse change in the status or terms and conditions of the same.

(c) To the Seller's Knowledge, none of the Business or the Purchased Assets or any Owned Real Property or any property currently or formerly owned, leased or operated by Seller in connection with the Business is listed on, or has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

(d) Except as otherwise disclosed on Section 4.18(d) of the Disclosure Schedules, to the Seller's Knowledge, there has been no Release of Hazardous Substances in contravention of Environmental Law with respect to the Business or the Purchased Assets or any Owned Real Property currently or formerly owned, leased or operated by Seller in connection with the Business, and Seller has not received an Environmental Notice that any of the Business or the Purchased Assets or Owned Real Property currently or formerly owned, leased or operated by Seller in connection with the Business (including soils, groundwater, surface water, buildings and other structure located thereon) has been contaminated with any Hazardous Substances which could

reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, Seller.

(e) Section 4.18(e) of the Disclosure Schedules contains a complete and accurate list of all active or abandoned aboveground or underground storage tanks owned or operated by Seller in connection with the Business or the Purchased Assets.

(f) Section 4.18(f) of the Disclosure Schedules contains a complete and accurate list of all off-site Hazardous Substances treatment, storage, or disposal facilities or locations used, in the previous five (5) years, by Seller and any predecessors in connection with the Business or the Purchased Assets as to which Seller may retain liability, and, to the Seller's Knowledge, none of these facilities or locations has been placed or proposed for placement on the National Priorities List (or CERCLIS) under CERCLA, or any similar state list, and Seller has not received any Environmental Notice regarding potential liabilities with respect to such off-site Hazardous Substances treatment, storage, or disposal facilities or locations used by Seller.

(g) Seller has not retained or assumed, by contract or operation of Law, any liabilities or obligations of third parties under Environmental Law.

(h) Seller has provided or otherwise made available to Buyer and listed in Section 4.18(h) of the Disclosure Schedules: (i) any and all environmental reports, studies, audits, sampling data, site assessments and risk assessments and other similar documents with respect to the Business or the Purchased Assets or any Owned Real Property currently or formerly owned, leased or operated by Seller in connection with the Business which are in the possession or control of Seller related to compliance with Environmental Laws, Environmental Claims or an Environmental Notice or the Release of Hazardous Substances; and (ii) any and all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit or otherwise control pollution and/or emissions, manage waste or otherwise ensure compliance with current or future Environmental Laws (including, without limitation, costs of remediation, pollution control equipment and operational changes).

(i) To the Seller's Knowledge, as of the Closing Date, no condition, event or circumstance exists concerning the Release or regulation of Hazardous Substances that might, after the Closing Date, prevent, impede or materially increase the costs associated with the ownership, lease, operation, performance or use of the Business or the Purchased Assets as currently carried out.

(j) Seller owns and controls all Environmental Attributes (a complete and accurate list of which is set forth in Section 4.18(j) of the Disclosure Schedules) and has not entered into any contract or pledge to transfer, lease, license, guarantee, sell, mortgage, pledge or otherwise dispose of or encumber any Environmental Attributes as of the date hereof. To the Seller's Knowledge, there are no conditions, events or circumstances that might prevent, impede or materially increase the costs associated with the transfer (if required) to Buyer of any Environmental Attributes after the Closing Date.

Section 4.19 Employee Benefit Matters.

(a) Section 4.19(a) of the Disclosure Schedules contains a true and complete list of each pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, stock or stock-based, change in control, retention, severance, vacation, paid time off (PTO), medical, vision, dental, disability, welfare, Code Section 125 cafeteria, fringe-benefit and other similar agreement, plan, policy, program or arrangement (and any amendments thereto), in each case whether or not reduced to writing and whether funded or unfunded, including each "employee benefit plan" within the meaning of Section 3(3) of ERISA, whether or not tax-qualified and whether or not subject to ERISA, which is or has been maintained, sponsored, contributed to, or required to be contributed to by Seller for the benefit of any current or former employee, officer, director, retiree, independent contractor, or consultant of the Business or any spouse or dependent of such individual, or under which Seller or any of its ERISA Affiliates has or may have any Liability, or with respect to which Buyer or any of its Affiliates would reasonably be expected to have any Liability, contingent or otherwise (as listed on Section 4.19(a) of the Disclosure Schedules, each, a "**Benefit Plan**").

(b) With respect to each Benefit Plan, Seller has made available to Buyer accurate, current, and complete copies of each of the following, as applicable: (i) where the Benefit Plan has been reduced to writing, the plan document together with all amendments; (ii) where the Benefit Plan has not been reduced to writing, a written summary of all material plan terms; (iii) where applicable, copies of any trust agreements or other funding arrangements, custodial agreements, insurance policies and contracts, administration agreements and similar agreements, and investment management or investment advisory agreements, now in effect or required in the future as a result of the transactions contemplated by this Agreement or otherwise; (iv) copies of any summary plan descriptions, summaries of material modifications, summaries of benefits and coverage, any COBRA group health plan continuation coverage communications, employee handbooks, and any other written communications (or a description of any oral communications) relating to any Benefit Plan; (v) in the case of any Benefit Plan that is intended to be qualified under Section 401(a) of the Code, a copy of the most recent determination, opinion, or advisory letter from the Internal Revenue Service and any legal opinions issued thereafter with respect to such Benefit Plan's continued qualification; (vi) in the case of any Benefit Plan for which a Form 5500 must be filed, a copy of each Form 5500, with all corresponding schedules and financial statements attached, for the two most recent plan years; (vii) actuarial valuations and reports related to any Benefit Plans with respect to the two most recent plan years; (viii) in the case of any Benefit Plan subject to nondiscrimination testing under the Code, a copy of any tests performed for the most recent plan year; and (ix) a copy of material notices, letters or other correspondence from the Internal Revenue Service, Department of Labor, Department of Health and Human Services, Pension Benefit Guaranty Corporation or other Governmental Authority relating to the Benefit Plan received during the past three years.

(c) Each Benefit Plan and any related trust (other than any multiemployer plan within the meaning of Section 3(37) of ERISA (each a "**Multiemployer Plan**")) has been established, administered, and maintained in all material respects in accordance with its terms and in compliance with all applicable Laws (including ERISA, the Code and any applicable local Laws). Each Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the Code (a "**Qualified Benefit Plan**") is so qualified and has received a favorable and current determination letter from the Internal Revenue Service with respect to the most recent filing cycle, or with respect to a prototype or volume submitter plan, can rely on an opinion letter from the Internal Revenue Service to the prototype plan or volume submitter plan sponsor, to the effect that such Qualified Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income taxes under Sections 401(a) and 501(a), respectively, of the Code, and to the Seller's Knowledge, nothing has occurred that could reasonably be expected to adversely affect the qualified status of any Qualified Benefit Plan. To the Seller's Knowledge, nothing has occurred, or is reasonably anticipated to occur, with respect to any Benefit Plan that has subjected or could reasonably be expected to subject Seller or any of its ERISA Affiliates or, with respect to any period on or after the Closing Date, Buyer or any of its Affiliates, to a penalty under Section 502 of ERISA or to tax or penalty under Sections 4975 or 4980B or 4980H of the Code.

No pension plan (other than a Multiemployer Plan) that is subject to minimum funding requirements, including any multiple employer plan (each a "**Single Employer Plan**") in which employees of the Business or any ERISA Affiliate participate or have participated has an "accumulated funding deficiency," whether or not waived, or is subject to a lien for unpaid contributions under Section 303(k) of ERISA or Section 430(k) of the Code. No Single Employer Plan covering employees of the Business or any ERISA Affiliate which is a defined benefit plan has an "adjusted funding target attainment percentage," as defined in Section 436 of the Code, less than 80%. All benefits, contributions and premiums relating to each Benefit Plan have been timely paid in accordance with the terms of such Benefit Plan and all applicable Laws and accounting principles, and all benefits accrued under any unfunded Benefit Plan have been paid, accrued or otherwise adequately reserved to the extent required by, and in accordance with GAAP.

(d) Neither Seller nor any of its ERISA Affiliates within the last six (6) years has (i) incurred or reasonably expects to incur, either directly or indirectly, any material Liability under Title I or Title IV of ERISA or related provisions of the Code or applicable local Law relating to employee benefit plans; (ii) failed to timely pay premiums to the Pension Benefit Guaranty Corporation; (iii) withdrawn, completely or partially, from any Benefit Plan within the meaning of Section 4201 of ERISA; (iv) engaged in any transaction which would give rise to liability under Section 4069 or Section 4212(c) of ERISA; (v) incurred taxes under Section 4971 of the Code with respect to any Single Employer Plan; or (vi) participated in a multiple employer welfare arrangement as defined in Section 3(40) of ERISA ("**MEWA**").

(e) With respect to each Benefit Plan (i) no such plan is a Multiemployer Plan; (ii) no such plan is a "multiple employer plan" within the meaning of Section

413(c) of the Code or a MEWA; (iii) no Action has been initiated by the Pension Benefit Guaranty Corporation to terminate any such plan or to appoint a trustee for any such plan; (iv) no such plan or the plan of the Business or any ERISA Affiliate maintained or contributed to within the last six (6) years is a Single Employer Plan subject to Title IV of ERISA; and (v) to the Seller's Knowledge, no "reportable event," as defined in Section 4043 of ERISA, with respect to which the reporting requirement has not been waived, has occurred with respect to any such plan.

(f) No Benefit Plan or other arrangement provides post-termination or retiree health benefits to any individual for any reason, other than to the extent required for compliance with COBRA or similar applicable Law.

(g) There is no pending or, to Seller's Knowledge, threatened Action relating to a Benefit Plan (other than routine claims for benefits), and no Benefit Plan has within the three (3) years prior to the date hereof been the subject of an examination or audit by a Governmental Authority or the subject of an application or filing under, or is a participant in, an amnesty, voluntary compliance, self-correction or similar program sponsored by any Governmental Authority.

(h) There has been no amendment to, announcement by Seller or any of its Affiliates relating to, or change in employee participation or coverage under, any Benefit Plan or collective bargaining agreement that would increase the annual expense of maintaining such plan above the level of the expense incurred for the most recently completed fiscal year (other than on a de minimis basis) with respect to any director, officer, employee, consultant, or independent contractor of the Business, as applicable. Neither Seller nor any of its Affiliates has any commitment or obligation or has made any representations to any director, officer, employee, consultant or independent contractor of the Business, whether or not legally binding, to adopt, amend, modify, or terminate any Benefit Plan or any collective bargaining agreement.

(i) Each Benefit Plan that is subject to Section 409A of the Code has been administered in compliance in all material respects with its terms and the operational and documentary requirements of Section 409A of the Code and all applicable regulatory guidance (including, notices, rulings and proposed and final regulations) thereunder. Seller does not have any obligation to gross up, indemnify, or otherwise reimburse any individual for any additions to tax, excise taxes, interest, or penalties incurred pursuant to Section 409A of the Code.

(j) Except as set forth in Schedule 4.19(j) of the Disclosure Schedules, neither the execution of this Agreement nor any of the transactions contemplated by this Agreement will (either alone or upon the occurrence of any additional or subsequent events): (i) entitle any current or former director, officer, employee, independent contractor, or consultant of the Business to severance pay or any other payment; (ii) accelerate the time of payment, funding or vesting, or increase the amount of compensation (including stock-based compensation) due to any such individual; (iii) increase the amount payable under, or result in any other material obligation pursuant to, any Benefit Plan; (iv) result in an "excess parachute payment" within the meaning of

Section 280G(b) of the Code; or (v) trigger a gross-up or other payment obligation to any "disqualified individual" within the meaning of Section 280G(c) of the Code.

Section 4.20 Employment Matters.

(a) Section 4.20(a) of the Disclosure Schedules contains a list of all persons who are employees, independent contractors or consultants of the Business as of the date hereof, including any employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full-time or part-time); (iii) hire or retention date; (iv) current annual base compensation rate or contract fee; (v) commission, bonus or other incentive-based compensation; and (vi) a description of the fringe benefits provided to each such individual as of the date hereof. As of the date hereof, all compensation, including wages, commissions, bonuses, fees and other compensation, payable to all employees, independent contractors or consultants of the Business for services performed on or prior to the date hereof have been paid in full and there are no outstanding agreements, understandings or commitments of Seller with respect to any compensation, commissions, bonuses or fees.

(b) Except for the CBA and as set forth in Section 4.20(b) of the Disclosure Schedules, Seller is not, and has not been for the past 5 years, a party to, bound by, or negotiating any collective bargaining agreement or other Contract with a union, works council or labor organization (collectively, "Union"). Other than the Union referred to in the CBA, there is not, and has not been for the past 5 years, any Union representing or purporting to represent any employee of Seller, and, to Seller's Knowledge, no Union or group of employees is seeking or has sought to organize Seller's employees for the purpose of collective bargaining. There has never been, nor has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor disruption or dispute affecting Seller or any employees of the Business. Except as required by the CBA, Seller has no duty to bargain with any Union.

(c) Seller is and has been in compliance in all material respects with the terms of the collective bargaining agreements and other Contracts listed on Section 4.20(b) of the Disclosure Schedules and all applicable Laws pertaining to employment and employment practices to the extent they relate to employees, volunteers, interns, consultants and independent contractors of the Business, including all Laws relating to labor relations, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, accrued vacation or earned time, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence, paid sick leave and unemployment insurance. Except as set forth in Section 4.20(c) of the Disclosure Schedules, all individuals characterized and treated by Seller as consultants or independent contractors of the Business are properly treated as independent contractors under all applicable Laws. Except as set forth in Section 4.20(c) of the Disclosure Schedules, all employees of the Business classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws are properly classified.

Seller is in compliance with and has complied in all material respects with all immigration laws, including Form I-9 requirements and any applicable mandatory E-Verify obligations. There are no Actions against Seller pending, or to the Seller's Knowledge, threatened to be brought or filed, by or with any Governmental Authority or arbitrator in connection with the employment of any current or former applicant, employee, consultant, volunteer, intern or independent contractor of the Business, including, without limitation, any charge, investigation or claim relating to unfair labor practices, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, overtime compensation, employee classification, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence, paid sick leave, unemployment insurance or any other employment related matter arising under applicable Laws.

(d) With respect to each Government Contract, Seller is and has been in compliance in all material respects with Executive Order No. 11246 of 1965 ("E.O. 11246"), Section 503 of the Rehabilitation Act of 1973 ("Section 503") and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA"), including all implementing regulations. Seller maintains and complies with affirmative action plans in compliance with E.O. 11246, Section 503 and VEVRAA, including all implementing regulations. Seller is not, and has not been for the past 5 years, the subject of any audit, investigation or enforcement action by any Governmental Authority in connection with any Government Contract or related compliance with E.O. 11246, Section 503 or VEVRAA. Seller has not been debarred, suspended or otherwise made ineligible from doing business with the United States government or any government contractor.

Section 4.21 Taxes.

(a) All Tax Returns required to be filed by the Seller Parties related to the Business for any Pre-Closing Tax Period have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete and correct in all material respects. All Taxes due and owing by the Seller Parties (whether or not shown on any Tax Return) have been, or will be, timely paid.

(b) Except as set forth in Section 4.21(b) of the Disclosure Schedules, Seller has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any Employee, independent contractor, creditor, customer, shareholder or other party, and, complied with all information reporting and backup withholding provisions of applicable Law. All Taxes withheld have been timely remitted to the appropriate Governmental Authority.

(c) No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Seller.

(d) All deficiencies asserted, or assessments made relating to the Business, against the Seller Parties as a result of any examinations by any taxing authority have been fully paid.

(e) Seller is not a party to any Action by any taxing authority. To the Seller's Knowledge, there are no threatened Actions by any taxing authority. No claim has been made by any Governmental Authority in a jurisdiction where Seller has not filed a Tax Return that Seller is or may be subject to taxation by that jurisdiction.

(f) There are no Encumbrances for Taxes upon any of the Purchased Assets nor, is any taxing authority in the process of imposing any Encumbrances for Taxes on any of the Purchased Assets (other than for current Taxes not yet due and payable).

(g) Seller is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

(h) Seller is not, and has not been, a party to, or a promoter of, a "reportable transaction" within the meaning of Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.6011-4(b).

(i) None of the Purchased Assets is (i) required to be treated as being owned by another person pursuant to the so-called "safe harbor lease" provisions of former Section 168(f)(8) of the Internal Revenue Code of 1954, as amended, (ii) subject to Section 168(g)(1)(A) of the Code, or (iii) subject to a disqualified leaseback or long-term agreement as defined in Section 467 of the Code.

(j) None of the Purchased Assets is tax-exempt use property within the meaning of Section 168(h) of the Code.

(k) Seller has been a validly electing "S" corporation within the meaning of Sections 1361 and 1362 of the Code (and each analogous provision of state or local law) at all times since September 1, 1982 and the Owner is and has been at all times an eligible shareholder within the meaning of Section 1361.

(l) Seller has never been a member of an affiliated group filing a consolidated federal income Tax Return (or any similar group defined under a similar provision of state, local, or foreign Law). Seller has never been a party to or bound by any tax allocation, tax sharing, tax indemnity, tax reimbursement or similar agreement, arrangement or practice with respect to any income Tax or other material Tax (including any advance pricing arrangement, "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign income Tax Law) or other similar agreement with any Governmental Authority relating to any Tax).

Section 4.22 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any Ancillary Document based upon arrangements made by or on behalf of Seller.

Section 4.23 Reserved.

Section 4.24 Government Programs Participation/Accreditation.

(a) To the extent applicable to the conduct of its business or ownership of its assets, Seller holds valid and current provider agreements together with one or more provider numbers evidencing its participation in the Government Programs. Section 4.24 of the Disclosure Schedules sets forth all provider numbers and provider agreements under which Seller bills any Government Program. Seller is and has been, in compliance with the conditions of participation for the Government Programs and has received all Permits necessary for reimbursement thereunder. There is not pending, or to Seller's Knowledge, threatened, any proceeding or investigation under the Government Programs involving Seller or the Business. Except for claims, actions and appeals in the ordinary course of business, there are no claims, actions, notices of violation, notices of deficiency, recoupments, or appeals pending before any commission, board or agency, including any fiscal intermediary or carrier, administrative contractor, Governmental Authority, including CMS, OIG or the courts, with respect to any Government Program, cost reports or claims filed on behalf of Seller, or any disallowances by any commission, board or agency in connection with any audit of such cost reports.

(b) Neither Seller, the Owner, nor to Seller's Knowledge, any director, trustee, officer or employee of Seller, has directly or indirectly in the prior 5 years: (i) offered or paid any remuneration, in cash or in kind, to, or made any financial arrangements with, any past, present or potential customers, suppliers, patients, Medical Staff Members (as defined below), contractors or third party payors in order to obtain business or payments from such Persons except consistent with applicable Law; or (ii) given or agreed to give, or is aware that there has been made or that there is any agreement to make, any gift or gratuitous payment of any kind, nature or description (whether in money, property or services) to any past, present or potential customer, supplier, patient, contractor, third party payor or any other Person other than as permitted by applicable Law.

(c) Neither Seller, Owner, nor to Seller's Knowledge, any director, trustee, officer or employee of Seller: (i) have been convicted, charged with or investigated for any violation of any applicable Laws related to any Government Program; (ii) have been convicted of, charged with or investigated for any violation of Laws related to fraud, theft, embezzlement, breach of fiduciary responsibility, financial misconduct, obstruction of an investigation or controlled substances; or (iii) is excluded, suspended or debarred from participation or is otherwise ineligible to participate in any Government Program or, to Seller's Knowledge, has committed any violation of Laws that is reasonably expected to serve as the basis for any such exclusion, suspension, debarment or other ineligibility.

Section 4.25 Medical Staff. Seller has an organized medical staff ("**Medical Staff**") that includes all physicians, clinical psychologists, dentists, podiatrists, and allied health professionals credentialed to furnish any clinical services at the Business (collectively, "**Medical Staff Members**").

(a) Section 4.25(a) of the Disclosure Schedules contains true, complete, and current copies of the Medical Staff by-laws, rules and regulations (collectively, "Medical Staff By-Laws"), and any Medical Staff policies not included in the Medical Staff By-Laws.

(b) Section 4.25(b) of the Disclosure Schedules contains a true, complete, and current list of all Medical Staff Members, and with respect to each Medical Staff Member, dates of appointment and scheduled reappointment, clinical privileges, any current limitations on exercise of clinical privileges, and all Medical Staff corrective actions.

(c) No Medical Staff Member is subject to any pending or reasonably foreseeable sanction, monitoring program, investigation, corrective action, or peer review proceeding, and each Medical Staff Member has been appropriately credentialed as required by Law, and no appeals of any medical staff disciplinary action or corrective action or denial or reduction of privileges regarding services provided through the Business is pending, or to Seller's Knowledge, threatened. No Medical Staff Member is excluded, suspended or debarred from participation, or is otherwise ineligible to participate, in any Government Program or, to Seller's Knowledge, has committed any violation of Laws that is reasonably expected to serve as the basis for any such exclusion, suspension, debarment or other ineligibility.

Section 4.26 HIPAA/Privacy. Except as set forth in Schedule 4.26 of the Disclosure Schedules, Seller is, and during the five (5) years prior to the date hereof, has been, in compliance in all material respects with (i) the applicable requirements of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, enacted as Title XIII of the American Recovery and Reinvestment Act of 2009 ("HIPAA"), and the implementing regulations thereunder governing the privacy of Protected Health Information (as defined by HIPAA) and the security of such information maintained in electronic form, (ii) Laws governing the privacy and security of health-related medical information or personal information (including, without limitation, to the extent applicable, N.H. R.S.A. Ch. 359-C), and (iii) any "business associate" agreement entered into at the request of a HIPAA covered entity, and Seller has not, during the five (5) years prior to the date hereof, otherwise experienced, suffered or been subject to any material Breaches (as defined by HIPAA) related to the Protected Health Information of any current, former or prospective employee, contractor, patient or customer, or any Security Breach (to the extent applicable, as defined in N.H. R.S.A. Ch. 359-C:19(V)).

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this ARTICLE V are true and correct as of the date hereof.

Section 5.01 Buyer. Buyer is The State of New Hampshire, acting through certain of its agencies or departments.

Section 5.02 Authority of Buyer. Buyer has full power and authority to enter into this Agreement and the Ancillary Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any Ancillary Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms. When each Ancillary Document to which Buyer is or will be a party has been duly executed and delivered by Buyer (assuming due authorization, execution and delivery by each other party thereto), such Ancillary Document will constitute a legal and binding obligation of Buyer enforceable against it in accordance with its terms.

Section 5.03 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the Ancillary Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Buyer; or (b) except as set forth in Section 5.03 of the Disclosure Schedules, require the consent, notice or other action by any Person under any Contract to which Buyer is a party. Except as set forth in Section 5.03 of the Disclosure Schedules, no consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby.

Section 5.04 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any Ancillary Document based upon arrangements made by or on behalf of Buyer.

Section 5.05 Sufficiency of Funds. Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the transactions contemplated by this Agreement.

Section 5.06 Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

Section 5.07 Due Diligence; Estimates and Projections. Buyer has completed and independent due diligence investigation of the Seller and its business, financial condition, assets and operations. Buyer understands and agreed that any estimates, projections or forecasts (the "Projections") relating to the Seller or its business, financial condition, assets and operations prepared by or on behalf of the Seller has been provided to Buyer with the understanding and agreement that the Seller is making no representation or warranty with respect to such Projections (including the reasonableness of the assumptions underlying such Projections) and

that actual future results may vary from those Projections based upon numerous factors. Buyer acknowledges that there are uncertainties inherent in attempting to make such Projections, that Buyer is taking full responsibility for making its own evaluation of the adequacy and accuracy of the Projections so furnished to it (including the reasonableness of the assumptions underlying such Projections), and that Buyer shall have no claim against the Seller, the Owner or any other Person acting on behalf of the Seller with respect to the Projections. For the avoidance of doubt, nothing contained in this Section 5.07 shall limit, qualify or otherwise affect any representations, warranty, agreement or obligation of Seller in this Agreement.

Section 5.08 No Mass Layoffs. Buyer does not currently plan or contemplate any reductions in force or terminations of employees of the Seller that, in the aggregate, would constitute a plant closing, mass layoff of employees or similar event under the WARN Act or any similar federal, state, provincial or local statute or ordinance; provided, however, if at any time from the date hereof until the Closing Date Buyer's plans or intentions in this regard change in any way, Buyer shall promptly notify Seller of such changes. If Buyer fails to do so, Buyer shall be responsible to Seller for any liability related to such failure, including all costs related thereto, imposed on Seller for failure to give any notices of termination of employment required by Federal or state law to be given to employees and/or to third parties.

ARTICLE VI COVENANTS

Section 6.01 Conduct of Business Prior to the Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), Seller shall (x) conduct the Business in the ordinary course of business consistent with past practice; and (y) use reasonable best efforts to maintain and preserve intact its current Business organization, operations and franchise and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having relationships with the Business. Without limiting the foregoing, from the date hereof until the Closing Date, Seller shall:

- (a) Preserve, maintain and comply with all Permits required for the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets;
- (b) pay the debts, Taxes and other obligations of the Business when due;
- (c) continue to collect Accounts Receivable in a manner consistent with past practice, without discounting such Accounts Receivable;
- (d) maintain the properties and assets included in the Purchased Assets in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;
- (e) continue in full force and effect without modification all Insurance Policies, except as required by applicable Law;

- (f) defend and protect the properties and assets included in the Purchased Assets from infringement or usurpation;
- (g) perform all of its obligations under all Assigned Contracts;
- (h) maintain the Books and Records in accordance with past practice;
- (i) comply in all material respects with all Laws applicable to the conduct of the Business or the ownership and use of the Purchased Assets;
- (j) not dispose of any interest in the Owned Real Property; not take any action or fail to take any action that would cause any defect of title or nonconformity that would cause the Owned Real Property to not conform with the provisions of this Agreement; not mortgage, pledge or subject to lien or otherwise encumber any interest in the Owned Real Property or other Purchased Assets; and shall not enter into any other agreements, leases or use arrangements of any sort relating to the Owned Real Property or other Purchased Assets, or any portion thereof, that would affect the sale contemplated hereby or survive the Closing; and
- (k) not take or permit any action that would cause any of the changes, events or conditions described in Section 4.06 to occur.

Section 6.02 Access to Information. From the date hereof until the Closing, Seller shall (a) afford Buyer and its Representatives, with prior written notice to the Seller, full and free access to and the right to inspect all of the Owned Real Property, properties, assets, premises, Books and Records, Contracts and other documents and data related to the Business; (b) furnish Buyer and its Representatives with such financial, operating and other data and information related to the Business as Buyer or any of its Representatives may reasonably request; and (c) instruct the Representatives of Seller to cooperate with Buyer in its reasonable investigation of the Business. Without limiting the foregoing, Seller shall, with prior written notice to the Seller, permit Buyer and its Representatives to conduct environmental due diligence of the Owned Real Property, including the collecting and analysis of samples of indoor or outdoor air, surface water, groundwater or surface or subsurface land on, at, in, under or from the Owned Real Property. Any investigation pursuant to this Section 6.02 shall be conducted in such manner as not to interfere with the conduct of the Business or any other businesses of Seller. No investigation by Buyer or other information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement.

Section 6.03 No Solicitation of Other Bids.

(a) Seller shall not, and shall not authorize or permit any of its Affiliates or any of its or their Representatives to, directly or indirectly, other than communicating with the other party to an Acquisition Proposal as to the restrictions set forth in this Section 6.03(a), (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. Seller shall immediately cease and cause to be terminated, and shall cause its

Affiliates and all of its and their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, "Acquisition Proposal" means any inquiry, proposal or offer from any Person (other than Buyer or any of its Affiliates) relating to the direct or indirect disposition, whether by sale, merger or otherwise, of all or any portion of the Business or the Purchased Assets.

(b) In addition to the other obligations under this Section 6.03, Seller shall promptly (and in any event within three Business Days after receipt thereof by Seller or its Representatives) advise Buyer orally and in writing of any Acquisition Proposal, any request for information with respect to any Acquisition Proposal, or any inquiry with respect to or which could reasonably be expected to result in an Acquisition Proposal, the material terms and conditions of such request, Acquisition Proposal or inquiry, and the identity of the Person making the same.

(c) Seller agrees that the rights and remedies for noncompliance with this Section 6.03 shall include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to Buyer and that money damages might not provide an adequate remedy to Buyer.

Section 6.04 Notice of Certain Events.

(a) From the date hereof until the Closing, Seller shall promptly notify Buyer in writing of:

(i) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Seller hereunder not being true and correct or (C) has resulted in, or could reasonably be expected to result in, the failure of any of the conditions set forth in Section 7.01 to be satisfied;

(ii) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(iii) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(iv) any Actions commenced or, to Seller's Knowledge, threatened against, relating to or involving or otherwise affecting the Business, the Purchased Assets or the Assumed Liabilities that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 4.16 or that relates to the consummation of the transactions contemplated by this Agreement.

(b) Buyer's receipt of information pursuant to this Section 6.04 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement (including Section 8.02 and Section 9.01(b)) and shall not be deemed to amend or supplement the Disclosure Schedules.

Section 6.05 Employees and Employee Benefits.

(a) Between the date hereof and the Closing Date, the Buyer or its third party service provider, as applicable, shall (i) distribute to all of Seller's employees applications for employment, including the terms and conditions of such employment, (ii) determine which of Seller's employees who apply for employment Buyer or its third party service provider, as applicable, desires to employ (the "**Offered Employees**"), and (iii) offer employment to any or all of such employees beginning as of the Closing Date. Any employees to which the Buyer or its third party service provider, as applicable, has offered employment and who accept such offer, contingent upon the Closing, are collectively referred to as the "**Hired Employees**". The Buyer shall share with the Seller the identities of the Offered Employees. Seller agrees to cooperate with Buyer and its third party service provider, as applicable, with regard to such parties' communications with employees (including pre-Closing communications) and application process to ensure an orderly change of employment and/or benefits in connection with the consummation of the transactions contemplated by this Agreement.

(b) As of the Closing Date, (i) Seller shall terminate the employment of all employees of the Business, and (ii) Buyer or its third party service provider, as applicable, shall (A) employ all of the Hired Employees effective as of the Closing Date, and (B) provide compensation and benefits to the Hired Employees that are substantially the same or better in the aggregate than the compensation and benefits provided by Seller immediately before the Closing Date. As of the Closing Date, the period of each Hired Employee's service with Seller shall be credited under each of Buyer's or its third party service provider's, as applicable, employee benefit plans for purposes of determining such Hired Employee's eligibility and vesting thereunder to the extent permitted thereunder and applicable Law; provided, that (i) for the avoidance of doubt, nothing in the foregoing shall be read to limit in any manner Seller's obligations pursuant to Section 2.04(f) and (ii) no past service credit can be granted by Buyer with regard to determining the accrual of benefits under the Buyer's defined benefit pension plan.

(c) From the date hereof until the Closing Date, in conducting its Business in the ordinary course consistent with past practices, Seller shall use reasonable best efforts to maintain in good standing its relationships with employees and service providers, including those whose services may be covered under a collective bargaining agreement. Seller shall be solely responsible, and Buyer shall have no obligations whatsoever for, any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of the Business, including, without limitation, hourly pay, commission, bonus, salary, accrued vacation or earned time, fringe, pension or profit sharing benefits, or severance pay relating to any period of service with Seller for any period ending on the Closing Date. Seller shall have no

liability for any payment to an employee or service provider relating to service with Buyer or its third party service provider occurring on or after the Closing Date.

(d) Seller shall maintain its Benefit Plans through the Closing Date and satisfy its obligations thereunder and under this Agreement. Seller shall remain solely responsible for the administration and satisfaction of all claims under its Benefit Plans brought by or for any current or former employees, interns, officers, directors, independent contractors, or consultants of the Business or the spouses, dependents or beneficiaries thereof, which claims relate to events occurring through the Closing Date. Seller also shall remain solely responsible for all worker's compensation claims of any current or former employees, officers, directors, independent contractors, or consultants of the Business which relate to events occurring while under the Seller's employ through the Closing Date. Seller or its Benefit Plans or insurance policies shall pay all such benefits or amounts to the appropriate persons as and when due. Buyer shall (i) provide required notices for COBRA continuation coverage under its own group health plan with respect to former employees of Seller (and their beneficiaries) who (A) do or did participate in the Hampstead Hospital Employees Health & Welfare Plan ("Plan 501") and (B) are "M&A qualified beneficiaries" under as defined under Treasury Regulation Section 54.4980B-9, Q&A-4 and this Section 6.05(d) and (ii) extend such continuation coverage to any individuals described in clause (i) who elect such coverage (subject to payment of the applicable premium).; For purposes of this subsection, "M&A qualified beneficiaries" shall refer to those COBRA qualified employees and beneficiaries whose qualifying event occurred in connection with the consummation of the transactions contemplated by this Agreement.

(e) Except as otherwise provided in Section 6.05(d), Seller, or any applicable Affiliate, shall maintain and be responsible for all plan functions relating to events or conditions prior to the Closing Date, including communications, reporting, assets, and liabilities (including any new and outstanding plan loans) with respect to any Qualified Benefit Plan. Notwithstanding anything herein to the contrary, Seller shall (i) terminate, and fully vest all participants in, its Qualified Benefit Plan by a vote of its board, effective as of the day before the Closing Date, contingent on closing the transaction described herein, and in accordance with the requirements of applicable law, and (ii) take all steps as are necessary and appropriate to distribute the assets of such Plan in accordance with its terms and applicable law.

Section 6.06 Confidentiality. Subject to Section 6.10, from and after the date hereof, each of Seller and Buyer shall, and shall cause its Affiliates to, hold, and shall use its reasonable best efforts to cause its or their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Business, except to the extent that the disclosing party can show that such information (a) is generally available to and known by the public through no fault of such party, any of its Affiliates or their respective Representatives; or (b) is lawfully acquired by such party, any of its Affiliates or their respective Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. Subject to Section 6.10, if Seller, Buyer or any of their Affiliates or their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law (including,

without limitation, N.H. R.S.A. 91-A), the disclosing party shall promptly notify the other party in writing (to the extent permitted by Law) and shall disclose only that portion of such information which the disclosing party is advised by its counsel in writing is legally required to be disclosed, *provided that* the other party shall be entitled to seek an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 6.07 Governmental Approvals and Consents.

(a) Each party hereto shall, as promptly as possible, (i) make, or cause or be made, all filings and submissions required under any Law applicable to such party or any of its Affiliates; and (ii) use reasonable best efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Agreement and the performance of its obligations pursuant to this Agreement and the Ancillary Documents. Each party shall cooperate fully with the other party and its Affiliates in promptly seeking to obtain all such consents, authorizations, orders and approvals. The parties hereto shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals.

(b) Seller and Buyer shall use reasonable best efforts to give all notices to, and obtain all consents from, all third parties that are described in Section 4.03 and Section 5.03 of the Disclosure Schedules.

(c) Without limiting the generality of the parties' undertakings pursuant to subsections (a) and (b) above, each of the parties hereto shall use all reasonable best efforts to:

(i) respond to any inquiries by any Governmental Authority regarding antitrust or other matters with respect to the transactions contemplated by this Agreement or any Ancillary Document;

(ii) avoid the imposition of any order or the taking of any action that would restrain, alter or enjoin the transactions contemplated by this Agreement or any Ancillary Document; and

(iii) in the event any Governmental Order adversely affecting the ability of the parties to consummate the transactions contemplated by this Agreement or any Ancillary Document has been issued, to have such Governmental Order vacated or lifted.

(d) All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of either party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between Seller or Buyer with Governmental Authorities in the ordinary course of business, any disclosure which is not permitted by Law or any disclosure containing confidential information) shall be

disclosed to the other party hereunder in advance of any filing, submission or attendance, it being the intent that the parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals. Each party shall give notice to the other party with respect to any meeting, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority, with such notice being sufficient to provide the other party with the opportunity to attend and participate in such meeting, discussion, appearance or contact.

(c) Notwithstanding the foregoing, nothing in this Section 6.07 shall require, or be construed to require, Buyer or any of its Affiliates to agree to (i) sell, hold, divest, discontinue or limit, before or after the Closing Date, any assets, businesses or interests of Buyer or any of its Affiliates; (ii) any conditions relating to, or changes or restrictions in, the operations of any such assets, businesses or interests which, in either case, could reasonably be expected to result in a Material Adverse Effect or materially and adversely impact the economic or business benefits to Buyer of the transactions contemplated by this Agreement and the Ancillary Documents; or (iii) any material modification or waiver of the terms and conditions of this Agreement.

Section 6.08 Books and Records.

(a) In order to facilitate the resolution of any claims made against or incurred by Seller prior to the Closing, or for any other reasonable purpose, for a period of 6 years after the Closing, Buyer shall:

(i) retain the Books and Records (including personnel files) of Seller relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of Seller; and

(ii) upon reasonable notice, afford the Seller's Representatives reasonable access (including the right to make, at Seller's expense, photocopies), during normal business hours, to such Books and Records.

(b) In order to facilitate the resolution of any claims made by or against or incurred by Buyer after the Closing, or for any other reasonable purpose, for a period of 6 years following the Closing, Seller shall:

(i) retain the books and records (including personnel files) of Seller which relate to the Business and its operations for periods prior to the Closing; and

(ii) upon reasonable notice, afford the Buyer's Representatives reasonable access (including the right to make, at Buyer's expense, photocopies), during normal business hours, to such books and records.

(c) Neither Buyer nor Seller shall be obligated to provide the other party with access to any books or records (including personnel files) pursuant to this Section 6.08

where such access would violate any Law. Notwithstanding the foregoing, Seller and Buyer agree and acknowledge that the use and disclosure of protected health information in connection with the transaction contemplated by this Agreement is a "health care operation" within the meaning of the HIPAA Privacy Rule, 45 C.F.R. § 164.501. Buyer shall take custody of all of Seller's health care records and files relating to the care of patients of the Business, and shall maintain such files in accordance with applicable laws and rules and with Buyer's policies with respect to maintaining health care records. Buyer shall provide Seller with access to such files and the right to copy such files, at Seller's expense, for any legitimate business purpose of Seller, subject to federal and state laws and rules concerning confidentiality.

Section 6.09 Closing Conditions From the date hereof until the Closing, each party hereto shall use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in ARTICLE VII hereof.

Section 6.10 Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), and the parties shall cooperate as to the timing and contents of any such announcement. Notwithstanding the foregoing, the parties acknowledge and agree that Buyer shall be permitted to seek the Attorney General's, Governor's and Executive Council's approval of this Agreement, the Ancillary Documents and such other agreements, instruments, documents and filings as may be required hereunder (the "**Transaction Documents**"). If either party reasonably determines that certain personnel, proprietary, commercial or financial information contained in the Transaction Documents or any schedule, exhibit or other document related thereto should remain confidential, the parties will negotiate in good faith to redact the applicable information or otherwise maintain its confidentiality.

Section 6.11 Receivables. From and after the Closing, if Seller or any of its Affiliates receives or collects any funds relating to any Accounts Receivable or any other Purchased Asset, Seller or its Affiliate shall remit such funds to Buyer within ten (10) Business Days after its receipt thereof. From and after the Closing, if Buyer or its Affiliate receives or collects any funds relating to any Excluded Asset, Buyer or its Affiliate shall remit any such funds to Seller within ten (10) Business Days after its receipt thereof.

Section 6.12 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the Ancillary Documents shall be borne and paid by the party upon which any such Tax or fee levied. Seller shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Buyer shall cooperate with respect thereto as necessary). Notwithstanding the foregoing, Buyer and Seller agree that the purchase of the Owned Real Property is exempt from the New Hampshire real estate transfer tax pursuant to NH RSA 78-B:2, I and Rev. 802.03(b), as a result of the Buyer's status as the State of New Hampshire, acting through certain of its agencies and departments.

Section 6.13 Property Taxes. In the case of property Taxes that are attributable to any Pre-Closing Period and Post-Closing Period, such property Tax will be apportioned between the Pre-Closing Period and the Post-Closing Period in accordance with this Section 6.13. The portion of any property Tax attributable to the Pre-Closing Period will be the amount of such Tax for the entire Taxable period multiplied by a fraction, the numerator of which is the number of days in the Pre-Closing Period and denominator of which is the number of days in the entire Taxable period. The portion of any property Tax attributable to a Post-Closing Period will be calculated in a corresponding manner. Seller shall be responsible for that portion of any property Tax that is attributable to the Pre-Closing Period, and Buyer shall be responsible for that portion of any property Tax that is attributable to the Post-Closing Period.

Section 6.14 Cooperation on Tax Matters. The Buyer and the Seller Parties shall furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Purchased Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other filings relating to Tax matters, the preparation for any Tax audit, the preparation for any Tax protest, or the prosecution or defense of any suit or other proceeding relating to Tax matters.

Section 6.15 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the Ancillary Documents.

Section 6.16 Assigned Contracts. From time to time prior to the Closing, Buyer shall have the right supplement or amend Section 2.01(c) of the Disclosure Schedules by adding or removing Contracts therefrom. Any Contract added to such schedule shall be deemed to be an Assigned Contract for all purposes of this Agreement and any Contract removed from such schedule shall be deemed to be an Excluded Contract for all purposes of this Agreement. To the extent the removal by Buyer of any Contract(s) initially included on Section 2.01(c) of the Disclosure Schedules as of the date hereof would be likely to result in a post-Closing loss by or expense to Seller, such removal shall be made only after Buyer and Seller have agreed to (which agreement shall not be unreasonably withheld, conditioned, delayed or denied) an increase to the Purchase Price or other mutually-agreeable compensation to reflect any such post-Closing loss or expense.

ARTICLE VII CONDITIONS TO CLOSING

Section 7.01 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

- (a) The representations and warranties of Seller contained in this Agreement, the Ancillary Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those

representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(b) Seller shall have duly performed and complied in all respects with all agreements, covenants and conditions required by this Agreement and each of the Ancillary Documents to be performed or complied with by it prior to or on the Closing Date.

(c) No Action shall have been commenced against Buyer or Seller, which would prevent the Closing. No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any transaction contemplated hereby.

(d) All approvals, consents and waivers that are listed on Section 4.03 of the Disclosure Schedules and such other approvals, consents and waivers as are reasonably requested by Buyer shall have been received, and executed counterparts thereof shall have been delivered to Buyer at or prior to the Closing and all approvals, consents and waivers that are listed on Section 5.03 of the Disclosure Schedules shall have been received by Buyer.

(e) From the date of this Agreement, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, would result in a Material Adverse Effect.

(f) Seller shall have delivered to Buyer duly executed counterparts to the Ancillary Documents and such other documents and deliveries set forth in Section 3.02(a).

(g) Buyer shall have received all Permits, including without limitation consents and/or approvals to transfers of existing Permits that are necessary for it to conduct the Business as conducted by Seller as of the Closing Date, including, without limitation, CMS provider number, Medicare Change of Ownership, Medicaid enrollment and Clinical Laboratory Improvement Amendments certificate.

(h) All Medicare agreements, Medicaid agreements, provider agreements, the Dining Services Agreement, the Housekeeping and Laundry Services Agreement and the Assigned Contracts shall have been (i) renegotiated and executed by Buyer and the applicable counterparty, (ii) assigned from Seller to Buyer (including obtaining any applicable approvals or consents) or (iii) not assigned from Seller to Buyer, all in Buyer's sole discretion.

(i) The Title Company shall have irrevocably committed in writing to Buyer to issue and deliver to Buyer (at Buyer's expense) an owner's policy of title insurance in the current ALTA form with respect to the Owned Real Property, to be effective as of the Closing Date, at a commercially reasonable rate, insuring Buyer in such amounts and together with such endorsements, and otherwise in such form and content, as Buyer shall require. Such title insurance policy shall insure fee simple title to the Owned Real

Property, free and clear of all Encumbrances other than Permitted Encumbrances to the extent applicable to the Owned Real Property and acceptable to Buyer. In addition, notwithstanding anything contained herein to the contrary, Seller at its sole cost and expense on or before Closing shall remove of record (or bond around in a manner satisfactory to Buyer and the Title Company) all monetary liens affecting the Purchased Assets, any mortgages or financing statements and associated security agreement encumbering the Purchased Assets, any tax liens encumbering the Purchased Assets and all non-consensual liens affecting the Purchased Assets or any interest therein arising from a failure to pay a monetary obligation, including mechanic's liens arising out of work performed by or on behalf of Seller or Owner and otherwise authorized by Seller or Owner, including, without limitation, (a) mortgage from Riensdane Realty Trust, Inc. to Knick Service Corp. in the original principal amount of \$1,600,000.00, dated November 29, 1973 and recorded in the Rockingham County Registry of Deeds in Book 2214, Page 839; as assigned by Assignment of Knick Service Corp. to Knickerbocker Federal Savings and Loan Association dated November 29, 1973 and recorded in said Registry of Deeds in Book 2214, Page 850; as affected by an Extension Agreement between Hampstead Outlook, Inc., formerly Riensdane Realty Trust, Inc., and Knickerbocker Federal Savings and Loan Association dated March 31, 1975 and recorded in said Registry of Deeds in Book 2235, Page 842; as affected by a Modification Agreement between Hampstead Outlook, Inc., formerly Riensdane Realty Trust, Inc., and Knickerbocker Federal Savings and Loan Association dated May 1, 1978 and recorded in said Registry of Deeds in Book 2329, Page 1834, and (b) Mortgage from Hampstead Outlook, Inc. to Lawrence Savings Bank, in the original principal amount of \$1,300,000.00, dated February 12, 1987 and recorded in the Rockingham County Registry of Deeds in Book 2661, Page 1062.

(j) Buyer shall have received an appropriately certified ALTA/NSPS Land Title Survey sufficient to delete the general survey exception in an owner's policy of title insurance, showing no Encumbrances other than the Permitted Encumbrances, in compliance with the requirements set forth in Section 4.10(a) and otherwise in form and substance satisfactory to Buyer, for each of the Owned Real Properties.

(k) Buyer shall have received (i) a Phase I Environmental Site Assessment report with respect to each Owned Real Property, which report shall be prepared in accordance with the applicable ASTM standard, in form and substance acceptable to Buyer in its sole discretion, and shall also include evaluations of environmental regulatory compliance matters at the facilities and of the potential presence of hazardous building materials (e.g. asbestos containing materials) at the facilities, and which reports shall not reasonably identify any "recognized environmental conditions," any potential violations of environmental or health and safety laws applicable to the facilities, the potential presence of hazardous building materials in types or conditions that require removal or abatement in order for the facilities to comply with applicable laws or in order to protect human health or safety and (ii) property condition report with respect to each Owned Real Property, which report shall be in form and substance acceptable to Buyer in its sole discretion.

(l) All debt, loans or credit facilities of Seller shall have been paid in full, and all Encumbrances relating to the Purchased Assets shall have been released in full, other than Permitted Encumbrances, and Seller shall have delivered to Buyer written evidence, in form satisfactory to Buyer in its sole discretion, of the payment of such debts and the release of such Encumbrances.

(m) Buyer shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Seller, that each of the conditions set forth in Section 7.01(a) and Section 7.01(b) have been satisfied (the "Seller Closing Certificate").

(n) Seller shall have delivered to Buyer the Closing Indebtedness Certificate and the Closing Transaction Expenses Certificate.

(o) Buyer shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Seller certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors of Seller and Owner as the sole stockholder of Seller authorizing the execution, delivery and performance of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(p) Buyer shall have received a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of Seller certifying the names and signatures of the officers of Seller and Owner authorized to sign this Agreement, the Ancillary Documents and the other documents to be delivered hereunder and thereunder.

(q) Buyer shall have received a certificate pursuant to Treasury Regulations Section 1.1445-2(b) (the "FIRPTA Certificate") that Seller is not a foreign person within the meaning of Section 1445 of the Code duly executed by Seller.

(r) Seller shall have delivered to Buyer such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

(s) Buyer shall have created State employment positions for certain Hired Employees (the "State Hired Employees"), including Kathi Collins and Julie D'Apollio, BSN, RN-BC, to be hired directly by the State.

(t) Buyer shall have entered into a services agreement with a third party service provider for the employment of the Hired Employees other than the State Hired Employees and the provision of certain services at the Hospital, in Buyer's sole discretion.

(u) A sufficient number of the Offered Employees shall have accepted employment with the Buyer or its third party service provider, as applicable, to enable the Business to be operated by the Buyer in a manner consistent with Seller's past practices.

(v) The Attorney General and Governor and Executive Council of the State of New Hampshire and all other applicable governmental agencies shall have approved the execution of this Agreement and the closing of the transactions contemplated hereby.

(w) Seller shall have obtained such intellectual property rights as may be required for Buyer's operation of the Stature software technology in a manner consistent with Seller's past practice, including without limitation the consent of Coyoteworks Technologies, Inc., and shall have obtained any needed consents to assign such rights to Buyer.

Section 7.02 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) Buyer shall have delivered the Closing Date Cash Payment to the Seller.

(b) The representations and warranties of Buyer contained in this Agreement, the Ancillary Documents and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects on and as of the date hereof and on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects).

(c) Buyer shall have duly performed and complied in all respects with all agreements, covenants and conditions required by this Agreement and each of the Ancillary Documents to be performed or complied with by it prior to or on the Closing Date.

(d) No injunction or restraining order shall have been issued by any Governmental Authority, and be in effect, which restrains or prohibits any material transaction contemplated hereby.

(e) Buyer shall have delivered to Seller duly executed counterparts to the Ancillary Documents and such other documents and deliveries set forth in Section 3.02(b).

(f) Buyer shall have delivered the Escrow Amount to the Escrow Agent pursuant to Section 3.02(c).

(g) Seller shall have received a certificate, dated the Closing Date and signed by a duly authorized representative of Buyer, that each of the conditions set forth in Section 7.02(b) and Section 7.02(c) have been satisfied (the "**Buyer Closing Certificate**").

(h) Seller shall have received a certificate of a duly authorized representative of Buyer certifying that attached thereto are true and complete copies of all requisite approvals of Buyer authorizing the execution, delivery and performance of this Agreement and the Ancillary Documents and the consummation of the transactions

contemplated hereby and thereby, and that all such approvals are in full force and effect and are all the approvals adopted in connection with the transactions contemplated hereby and thereby.

(i) Seller shall have received a certificate of a duly authorized representative of Buyer certifying the names and signatures of the signatories of Buyer authorized to sign this Agreement, the Ancillary Documents and the other documents to be delivered hereunder and thereunder.

(j) Buyer shall have delivered to Seller such other documents or instruments as Seller reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

ARTICLE VIII INDEMNIFICATION

Section 8.01 Survival. Subject to the limitations and other provisions of this Agreement, (i) except as provided in Section 8.01(ii), the representations and warranties of the Seller Parties contained herein shall survive the Closing and shall remain in full force and effect until the date that is eighteen (18) months from the Closing Date, at which time they shall immediately expire without notice or further action on the part of any party; and (ii) the representations and warranties in Section 4.01 (Organization and Qualification of Seller Parties), Section 4.02 (Authority of Seller Parties), Sections 4.03(a), (c) and (d) (No Conflicts; Consents), Section 4.08 (Title to Purchased Assets), Section 4.22 (Brokers), Section 4.18 (Environmental Matters), Section 4.24 (Government Programs Participation/Accreditation) and Section 4.21 (Taxes) shall survive for a period of six (6) years from the Closing Date, at which time they shall immediately expire without notice or further action on the part of any party (the representations referred to in clause (ii) of this Section 8.01, the "**Fundamental Representations**" and each, a "**Fundamental Representation**"). Subject to the limitations and other provisions of this Agreement, the representations and warranties of Buyer contained herein shall terminate at Closing. All covenants and agreements of the parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice (in compliance with Section 8.04) from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

Section 8.02 Indemnification By Seller and Owners. Subject to the other terms and conditions of this ARTICLE VIII, Seller and Owners (but, for the sake of clarity, not the Trustee or any Successor Trustee,), jointly and severally (together, the "**Seller Indemnitors**" and each, a "**Seller Indemnitor**"), shall indemnify and defend each of Buyer and its Affiliates and their respective Representatives (collectively, the "**Buyer Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Seller and Owners, as applicable, contained in this Agreement, the Ancillary Documents or in any certificate or instrument delivered by or on behalf of Seller or Owners, as applicable, pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement, the Ancillary Documents or any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement;

(c) any Excluded Asset or any Excluded Liability, except for any claim, obligation or liability of any kind imposed on Buyer with respect to its actions or inactions in connection with the CBA;

(d) any Transaction Expenses or Indebtedness of Seller outstanding as of the Closing;

(e) any Third Party Claim based upon, resulting from or arising out of the business, operations, properties, assets or obligations of Seller or any of its Affiliates (other than the Purchased Assets or Assumed Liabilities) conducted, existing or arising on or prior to the Closing Date;

(f) any self-disclosure and/or voluntary disclosure relating to the period on or prior to the Closing Date; or

(g) any matter set forth on Section 8.02 of the Disclosure Schedules.

Section 8.03 Certain Limitations. The indemnification provided for in Section 8.02 shall be subject to the following limitations:

(a) The Seller Indemnitors shall not be liable to the Buyer Indemnitees for indemnification under Section 8.02(a) until the aggregate amount of all Losses in respect of indemnification under Section 8.02(a) exceeds one percent (1%) of the Purchase Price (the "**Basket**"), in which event the Seller Indemnitors shall be required to pay or be liable for all such Losses from the first dollar. The aggregate amount of all Losses for which the Seller Indemnitors shall be liable pursuant to Section 8.02(a) shall not exceed (i) in the case of Fundamental Representations, \$5,000,000 and (ii) in the case of representations and warranties that are not Fundamental Representations, 10% of the Purchase Price (the "**Cap**").

(b) Notwithstanding the foregoing, the limitations set forth in Section 8.03(a) with respect to the Basket (but, for the sake of clarity, not with respect to the Cap) shall not apply to any Losses based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of any Fundamental Representation.

(c) For purposes of this ARTICLE VIII, any inaccuracy in or breach of any representation or warranty shall be determined without regard to any materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty.

(d) If any Liability is reflected in the calculation of Closing Working Capital relating to any matter for which a Buyer Indemnitee would otherwise be entitled to indemnification under this ARTICLE VIII, the calculation of Losses in respect of such matter shall be reduced by the amount of such Liability as reflected in the calculation of Closing Working Capital.

(e) Buyer Indemnitees will use their respective commercially reasonable best efforts to mitigate the Losses for which they are entitled to indemnification pursuant to this ARTICLE VIII; provided, that (i) Buyer Indemnitees shall not be required to (a) expend any material funds or incur any material costs or expenses pursuant to this provision other than in their sole discretion, (b) pursue any recovery against any third party with respect to which they have a business relationship or (c) commence or threaten any legal action or proceeding and (ii) the costs and/or expenses of any such mitigation efforts shall be considered Losses hereunder.

(f) A Buyer Indemnitee's right to indemnification from any Seller Indemnitor pursuant to this ARTICLE VIII shall be reduced to the extent that such Buyer Indemnitee actually receives the proceeds of any insurance policy on account of the relevant Losses for which indemnification has been or may be sought (it being understood and agreed that such Buyer Indemnitee will use commercially reasonable best efforts to promptly notify such Seller Indemnitor in writing of such Buyer Indemnitee's receipt of such insurance proceeds and the indemnifiable Losses to which they relate, and, if applicable, will promptly reimburse such Seller Indemnitor for any Losses previously indemnified for which such insurance proceeds were received); provided, that, any such reduction shall be reduced by any costs or expenses incurred by a Buyer Indemnitee in obtaining such proceeds and any premium increases associated with the applicable insurance policy.

(g) In no case shall the Trustee or any Successor Trustee be liable for indemnification or for any liability hereunder; provided, that, for the avoidance of doubt, nothing contained in this Section 8.03(g) shall be read to limit any Buyer Indemnitee's recourse against the Owners (subject to the limitations of Section 8.03(a)).

Section 8.04 Indemnification Procedures.

(a) **Third Party Claims.** If any Buyer Indemnitee receives notice of the assertion or commencement of any Action made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a "**Third Party Claim**") against Buyer Indemnitee with respect to which any Seller Indemnitor is obligated to provide indemnification under this Agreement, Buyer Indemnitee shall give the Seller Indemnitor reasonably prompt written notice thereof, but in any event not later than 30 calendar days after receipt of such notice of such Third Party Claim. The failure to give such prompt written notice shall not,

however, relieve the Seller Indemnitor of its indemnification obligations, except and only to the extent that the Seller Indemnitor forfeits rights or defenses by reason of such failure or the defense of such Action by the Seller Indemnitor is materially prejudiced by that delay. Such notice by Buyer Indemnitee shall describe the Third Party Claim in reasonable detail, shall include copies of all material written evidence thereof (including copies of any written Actions delivered or served on the Indemnified Party) and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by Buyer Indemnitee. The Seller Indemnitor shall have the right to participate in, or by giving written notice to Buyer Indemnitee, to assume the defense of any Third Party Claim at the Seller Indemnitor's expense and by the Seller Indemnitor's own counsel, and Buyer Indemnitee shall cooperate in good faith in such defense; *provided, that* the Seller Indemnitor shall not have the right to defend or direct the defense of any such Third Party Claim that (x) is asserted directly by or on behalf of a Person that is a Governmental Authority or payor, supplier or patient of the Business, or (y) seeks an injunction or other equitable relief against Buyer Indemnitee. In the event that the Seller Indemnitor assumes the defense of any Third Party Claim, subject to Section 8.04(b), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of Buyer Indemnitee. Buyer Indemnitee shall have the right to participate in the defense of any Third Party Claim with counsel selected by it subject to the Seller Indemnitor's right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of Buyer Indemnitee, *provided, that* if in the reasonable opinion of counsel to Buyer Indemnitee, (A) there are legal defenses available to Buyer Indemnitee that are different from or additional to those available to the Seller Indemnitor; or (B) there exists a conflict of interest between the Seller Indemnitor and Buyer Indemnitee (other than differences over how the defense of the Third Party Claim should be administered or prosecuted) that cannot be waived, the Seller Indemnitor shall be liable for the reasonable fees and expenses of counsel to Buyer Indemnitee in each jurisdiction for which Buyer Indemnitee determines counsel is required. If the Seller Indemnitor elects not to compromise or defend such Third Party Claim, fails to promptly notify Buyer Indemnitee in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third Party Claim, Buyer Indemnitee may, subject to Section 8.04(b), pay, compromise and/or defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. The Seller Indemnitors and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available (subject to the provisions of Section 6.06) records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) Settlement of Third Party Claims. Notwithstanding any other provision of this Agreement, the Seller Indemnitor shall not enter into settlement or compromise of any Third Party Claim, or confess judgment with respect to such claim without the prior written consent of Buyer Indemnitee, except as provided in this Section 8.04(b). If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a

financial or other obligation on the part of Buyer Indemnitee and provides, in customary form, for the unconditional release of Buyer Indemnitee from all liabilities and obligations in connection with such Third Party Claim and the Seller Indemnitor desires to accept and agree to such offer, the Seller Indemnitor shall give written notice to that effect to Buyer Indemnitee (including a copy of such firm offer). If Buyer Indemnitee fails to consent to such firm offer within ten (10) days after its receipt of such notice, Buyer Indemnitee may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Seller Indemnitor as to such Third Party Claim shall not exceed the amount of such settlement offer. If Buyer Indemnitee fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Seller Indemnitor may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If Buyer Indemnitee has assumed the defense pursuant to Section 8.04(a), it shall not agree to any settlement without the written consent of the Seller Indemnitor (which consent shall not be unreasonably withheld, conditioned or delayed).

(c) **Direct Claims.** Any Action by Buyer Indemnitee on account of a Loss which does not result from a Third Party Claim (a "**Direct Claim**") shall be asserted by Buyer Indemnitee giving the Seller Indemnitor reasonably prompt written notice thereof, but in any event not later than 30 days after Buyer Indemnitee becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Seller Indemnitor of its indemnification obligations, except and only to the extent that the Seller Indemnitor forfeits rights or defenses by reason of such failure. Such notice by Buyer Indemnitee shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by Buyer Indemnitee. The Seller Indemnitor shall have 30 days after its receipt of such notice to respond in writing to such Direct Claim. Buyer Indemnitee shall allow the Seller Indemnitor and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and Buyer Indemnitee shall assist the Seller Indemnitor's investigation by giving such information and assistance (including access to Buyer's premises and personnel and the right to examine and copy any accounts, documents or records) as the Seller Indemnitor or any of its professional advisors may reasonably request. If the Seller Indemnitor does not so respond within such 30 day period, the Seller Indemnitor shall be deemed to have accepted such claim. If the Seller Indemnitor rejects the Direct Claim within such 30 day period, Buyer Indemnitee shall be free to pursue such remedies as may be available to Buyer Indemnitee on the terms and subject to the provisions of this Agreement.

Section 8.05 Payments; Escrow Fund.

(a) Once a Loss is agreed to by the Seller Indemnitor or finally adjudicated to be payable pursuant to this ARTICLE VIII, the Seller Indemnitor shall satisfy its obligations within 15 Business Days of such agreement or final, non-appealable adjudication by wire transfer of immediately available funds by wire transfer of immediately available funds to the Buyer Indemnitees.

(b) Any Losses payable to Buyer Indemnitee pursuant to this ARTICLE VIII shall be satisfied solely from the Escrow Fund.

Section 8.06 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

Section 8.07 Effect of Investigation. The representations, warranties and covenants of the Seller Indemnitors, and any Buyer Indemnitee's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Buyer Indemnitee (including by any of its Representatives).

Section 8.08 Exclusive Remedies. Subject to Section 2.06 and Section 10.11, the parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this ARTICLE VIII (including, but not limited to, the Escrow Fund being the sole source for satisfaction of such claims). In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this ARTICLE VIII. Nothing in this Section 8.08 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled.

Section 8.09 Sovereign Immunity. Except for breach of contract claims by a Seller Party against Buyer under this Agreement or any Ancillary Document, no provision of this Agreement shall be deemed to constitute a waiver of the sovereign immunity of Buyer, which immunity is hereby reserved to Buyer.

ARTICLE IX TERMINATION

Section 9.01 Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of Seller and Buyer;
- (b) by Buyer by written notice to Seller if:
 - (i) Buyer is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE VII and such breach, inaccuracy or failure has

not been cured by Seller within ten (10) Business Days of Seller's receipt of written notice of such breach from Buyer; or

(ii) any of the conditions set forth in Section 7.01 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by June 30, 2022, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(c) by Seller by written notice to Buyer if:

(i) Seller is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE VII and such breach, inaccuracy or failure has not been cured by Buyer within ten (10) Business Days of Buyer's receipt of written notice of such breach from Seller; or

(ii) any of the conditions set forth in Section 7.02 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by June 30, 2022, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing; or

(d) by Buyer or Seller in the event that (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

Section 9.02 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

(a) as set forth in this ARTICLE IX and Section 6.06 and ARTICLE X hereof; and

(b) that nothing herein shall relieve any party hereto from liability for any willful breach of any provision hereof.

ARTICLE X MISCELLANEOUS

Section 10.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated

hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 10.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.02):

If to Seller: 218 East Road
Hampstead, NH 03841
E-mail: pkubiak@hampsteadhospital.com
Attention: Phillip Kubiak, CEO

with copies to: Burns & Levinson LLP
125 High Street
Boston, MA 02110-1624
E-mail: amerken@burnslev.com
Attention: Andrew J. Merken, Esq.

and

Burns & Levinson LLP
125 High Street
Boston, MA 02110-1624
E-mail: bbixby@burnslev.com
Attention: Brian Bixby, Esq.

If to Buyer: 129 Pleasant Street
Concord, NH 03301-3857
E-mail: lori.a.shibinette@dhhs.nh.gov
Attention: Lori A. Shibinette, Commissioner of the
New Hampshire Department of Health and Human
Services

with a copy to: The New Hampshire Department of Justice
33 Capitol Street
Concord, NH 03301
E-mail: jill.a.perlow@doj.nh.gov
Attention: Jill A. Perlow, Esq.

And:

Pierce Atwood LLP
One New Hampshire Avenue, Suite 350
Portsmouth, NH 03801
E-mail: jbaker@pierceatwood.com
Attention: James C. Baker, Esq.

Section 10.03 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 10.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 10.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 10.06 Entire Agreement. This Agreement (including the Exhibits and Disclosure Schedules hereto), the other agreements and instruments contemplated hereby, and the Ancillary Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the Ancillary Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), and those other agreements, instruments and documents, the statements in the body of this Agreement will control.

Section 10.07 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights or obligations hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld, conditioned or delayed; *provided,*

however, that prior to the Closing Date, (a) Buyer may, without the prior written consent of Seller, assign all or any portion of its rights, but not its obligations, under this Agreement to one or more of its agencies or departments and (b) Trustee may, without the prior written consent of Buyer, assign its rights and obligations under this Agreement to a Successor Trustee (it being understood and agreed that a Successor Trustee is expected to replace the Trustee either between the date hereof and the Closing Date or sometime following the Closing Date). Except as provided with respect to assignments by Trustee to a Successor Trustee, no assignment shall relieve the assigning party of any of its obligations hereunder.

Section 10.08 No Third-party Beneficiaries. Except as provided in ARTICLE VIII, this Agreement is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.09 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by the Buyer, the Seller and the Owner; provided, that, any such amendment, modification nor supplement shall become effective only upon the approval of the Attorney General and Governor and Executive Council of the State of New Hampshire, unless no such approval is required under the circumstances pursuant to applicable New Hampshire law, rule or policy. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 10.10 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New Hampshire without giving effect to any choice or conflict of law provision or rule (whether of the State of New Hampshire or any other jurisdiction).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE ANCILLARY DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL BE INSTITUTED SOLELY IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN MERRIMACK COUNTY, NEW HAMPSHIRE OR THE COURTS OF THE STATE OF NEW HAMPSHIRE LOCATED IN MERRIMACK COUNTY, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN

SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE ANCILLARY DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ANCILLARY DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.10(c).

Section 10.11 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 10.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 10.13 Referrals. In entering into this Agreement, the parties do not intend to create any improper inducement for referrals of goods or services between the parties in violation of any federal or state laws governing such referrals, and nothing contained in this Agreement shall be construed to require any such referral by either party to the other. No part of the Purchase Price is based on the value or volume of any referrals for the furnishing of goods or services for which any Governmental Program may reimburse either party in whole or in part.

Section 10.14 Access to Books and Records. For at least four (4) years after providing goods or services pursuant to this Agreement, Seller shall make available, upon written request,

to the Secretary of HHS, the Comptroller General, and their duly authorized representatives, this Agreement and all other books, documents, and records necessary to verify the nature and extent of the costs incurred by Buyer in purchasing goods or services under this Agreement. If Seller carries out its duties under this Agreement through a subcontract with a related organization with a value or cost of \$10,000 or more in any twelve-month period, the subcontract also shall contain a clause permitting access by HHS, the Comptroller General, and their duly authorized representatives to books, documents and records of the related organization as necessary to verify the nature and extent of such costs.

Section 10.15 Attorney General, Governor and Executive Council Approval. Notwithstanding any provision of this Agreement to the contrary, this Agreement and all obligations of the parties hereunder, shall become effective only upon the approval of the Attorney General and Governor and Executive Council of the State of New Hampshire as evidenced by the appropriate signatures and/or stamps below.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BUYER:

The State of New Hampshire Department of Health and Human Services

DocuSigned by:
By: Lori Shibinette
9525E84F1C95446...
Name: Lori Shibinette
Title: Commissioner

Approval by the Attorney General of the State of New Hampshire:

DocuSigned by:
By: Jill Perlow
1EBDF39EAD54DE...
Name: Jill A. Perlow
Title: Senior Assistant Attorney General
Date: 01/18/2022

Approval by the Governor and Executive Council of the State of New Hampshire:

G&C Item Number:
G&C Meeting Date:

SELLER:

Hampstead Outlook, Inc. (d/b/a Hampstead Hospital)

DocuSigned by:
Phillip Kubiak
By: 070C9BBA82FE44E
Name: Phillip Kubiak
Title: Chief Executive Officer

OWNERS:

The Henry D. Audesse Trust 1997 Article Third Trust fbo Nancy Achin Audesse

DocuSigned by:
Phillip Kubiak
By: 070C9BBA82FE44E
Name: Phillip Kubiak
Title: Trustee

The Henry D. Audesse Trust 1997 Article Fourth Trust fbo Sharon MacCord NON-EXEMPT

DocuSigned by:
Phillip Kubiak
By: 070C9BBA82FE44E
Name: Phillip Kubiak
Title: Trustee

The Henry D. Audesse Trust 1997 Article Fourth Trust fbo Susan Seitz NON-EXEMPT.

DocuSigned by:
Phillip Kubiak
By: _____
Name: Phillip Kubiak
Title: Trustee

Exhibit A
Escrow Agreement

(See attached)

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") effective as of [____], 2022 (the "Effective Date"), is by and among THE STATE OF NEW HAMPSHIRE, acting through certain of its agencies or departments ("Purchaser"), HAMPSTEAD OUTLOOK, INC., a New Hampshire corporation ("Seller"), Phillip J. Kubiak, as Trustee of The Henry D. Audesse Trust – 1997 Article Third Trust fbo Nancy Achin Audesse, The Henry D. Audesse Trust – 1997 Article Fourth Trust fbo Sharon MacCord NON-EXEMPT, and The Henry D. Audesse Trust – 1997 Article Fourth Trust fbo Susan Seitz NON-EXEMPT (Phillip J. Kubiak in his role as trustee of said trusts, the "Trustee") (said trusts, as amended, are collectively referred to herein as "Owner" and, together with the Trustee and Seller are collectively referred to herein as, the "Seller Parties" and the Seller Parties together with Purchaser are collectively referred to herein as, the "Transaction Parties"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as escrow agent hereunder ("Escrow Agent").

BACKGROUND

A. Purchaser, Seller, Trustee and Owner have entered into an Asset Purchase Agreement (the "Purchase Agreement"), dated as of January [____], 2022, pursuant to which Purchaser is purchasing from Seller substantially all of the assets of Seller.

B. The Purchase Agreement provides that Purchaser shall deposit the Escrow Funds (defined below) in a segregated escrow account to be held by Escrow Agent for the purpose of certain adjustments and to cover certain indemnification obligations that may become due to Purchaser pursuant to the Purchase Agreement.

C. Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and any earnings thereon in accordance with the terms of this Agreement.

D. Purchaser and Seller have appointed their respective Authorized Persons (as defined below) to represent them for all purposes in connection with the funds to be deposited with Escrow Agent and this Agreement.

E. Purchaser, Seller, Owner and Trustee acknowledge that (i) Escrow Agent is not a party to and has no duties or obligations under the Purchase Agreement, (ii) all references in this Agreement to the Purchase Agreement are solely for the convenience of Purchaser, Seller, Owner and Trustee, and (iii) Escrow Agent shall have no implied rights or duties beyond the express rights and duties set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

“Authorized Persons” means a Purchaser Authorized Person and a Seller Authorized Person.

“Business Day” means any day, other than a Saturday, Sunday or legal holiday, on which Escrow Agent at its location identified in Section 15 is open to the public for general banking purposes.

“Escrow Funds” means the funds deposited with Escrow Agent pursuant to Section 3 of this Agreement, together with any interest and other income thereon.

“Final Order” means a final and nonappealable order of a court of competent jurisdiction, which order is delivered to Escrow Agent, accompanied by a written instruction from Purchaser or Seller given to effectuate such order and confirming that such order is final, nonappealable and issued by a court of competent jurisdiction. Escrow Agent shall be entitled to conclusively rely upon any such confirmation and instruction and shall have no responsibility to review the order to which such confirmation and instruction refers.

“Indemnified Party” has the meaning set forth in Section 11.

“Investment Income” means gains in the value of, or income received, on the Escrow Funds, including, but not limited to, dividends or capital gains distributions paid on stocks, interest earned on money market funds, interest earned on bonds, and royalties paid.

“Joint Written Direction” means a written direction executed by a Purchaser Authorized Person and a Seller Authorized Person, substantially in the form of Attachment 1 hereto, delivered to Escrow Agent in accordance with Section 15 herein and directing Escrow Agent to disburse all or a portion of the Escrow Funds or to take or refrain from taking any other action pursuant to this Agreement.

“Purchaser Authorized Person(s)” means the person(s) so designated on Schedule C hereto or any other person designated in a writing signed by Purchaser and delivered to Escrow Agent and Seller in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement.

“Seller Authorized Person(s)” means the person(s) so designated on Schedule C hereto or any other person designated in a writing signed by Seller and delivered to Escrow Agent and Purchaser in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement.

2. Appointment of and Acceptance by Escrow Agent. The Transaction Parties hereby appoint Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Escrow Funds in accordance with Section 3, shall hold, invest and disburse the Escrow Funds in accordance with this Agreement.

3. Deposit of Escrow Funds. Simultaneously with the execution and delivery of this Agreement, Purchaser will transfer the Escrow Funds in the amount of Five Million Dollars (\$5,000,000), by wire transfer of immediately available funds, to an account designated by Escrow Agent (the “Escrow Account”), as the exclusive source of funds for the payment of any amounts

which become payable in accordance with the Purchase Agreement. Escrow Funds will remain uninvested except as provided in Section 7.

4. Disbursements of Escrow Funds.

(a) Escrow Agent shall disburse all or any portion of the Escrow Funds at any time and from time to time, upon receipt of, and in accordance with, a Joint Written Direction substantially in the form of Attachment 1 hereto and received by Escrow Agent as set forth in Section 15. Such Joint Written Direction must contain complete payment instructions, including funds transfer instructions or an address to which a check should be sent.

(b) Escrow Agent shall disburse all or any portion of the Escrow Funds at any time and from time to time, upon receipt of, and in accordance with, a Final Order (which Final Order shall also be delivered to the other Party), in accordance with such Final Order.

(c) The Transaction Parties agree that on each of the one (1) year anniversary, two (2) year anniversary, three (3) year anniversary, four (4) year anniversary and five (5) year anniversary of the Closing Date (as such term is defined in the Purchase Agreement), Purchaser and Seller shall direct the Escrow Agent to disburse to Seller from the Escrow Funds, subject to the limitations and procedures of Section 8.03 and Section 8.05 of the Purchase Agreement, an amount equal to (i) Eight Hundred Thirty Three Thousand Three Hundred and Thirty Four dollars (\$833,334), minus (ii) the aggregate amount claimed as Losses subject to an indemnification obligation of Sellers pursuant to Section 8.02 of the Purchase Agreement in notifications delivered in accordance with Section 8.04 of the Purchase Agreement and this Agreement. The Transaction Parties agree that on the seventy-two (72) month anniversary of the Closing Date, Purchaser and Seller shall direct the Escrow Agent to disburse to Seller from the Escrow Funds, subject to the limitations and procedures of Section 8.03 and Section 8.05 of the Purchase Agreement, an amount equal to (i) the then-remaining balance of the Escrow Funds minus (ii) the aggregate amount claimed as Losses subject to an indemnification obligation of Seller pursuant to Section 8.02 of the Purchase Agreement in notifications delivered in accordance with Section 8.04 of the Purchase Agreement and this Agreement. To the extent that there should be a dispute as to the amount, manner or determination of any indemnity claim by Buyer Indemnitee (as such term is defined in the Purchase Agreement), the Seller shall nevertheless promptly execute and deliver to the Escrow Agent a Joint Written Direction instructing the Escrow Agent to disburse to Purchaser from the Escrow Funds with respect to claims for Losses to the extent of the amount, if any, that is not in dispute. All such payments shall be made by wire transfer of immediately available funds to the accounts specified by the Seller at least two (2) Business Days prior to the date that Purchaser and Seller are required pursuant to this Section 4(c) to direct the Escrow Agent to make a disbursement of funds from the Escrow Funds.

(d) In addition, the Transaction Parties agree that (i) on an annual basis, on each anniversary of the Closing Date if so directed by the Seller in its sole discretion, or (ii) at other times as mutually agreed by Purchaser and Seller (Purchaser's approval not to be unreasonably withheld or delayed), Purchaser and Seller shall direct the Escrow Agent to disburse to Seller from the Escrow Funds the Investment Income; provided, that the amount of Investment Income distributions shall be determined by the Seller in its sole discretion.

(e) Prior to any disbursement, Escrow Agent must receive reasonable identifying information regarding the recipient so that Escrow Agent is able to comply with its regulatory obligations and reasonable business practices, including without limitation a completed United States Internal Revenue Service ("IRS") Form W-9 or Form W-8, as applicable, to the extent not previously provided by the recipient. All disbursements of Escrow Funds will be subject to the fees and claims of Escrow Agent and the Indemnified Parties pursuant to Section 11 and Section 12.

(f) Purchaser and Seller may each deliver written notice to Escrow Agent in accordance with Section 15 changing their respective funds transfer instructions, which notice will be effective only upon receipt by Escrow Agent and after Escrow Agent has had reasonable time to act upon such notice.

5. Suspension of Performance; Disbursement into Court. If, at any time, (a) a dispute exists with respect to any obligation of Escrow Agent under this Agreement, (b) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, Escrow Agent's proper actions with respect to its obligations hereunder, or (c) the Authorized Persons have not, within 10 days of receipt of a notice of resignation, appointed a successor escrow agent to act under this Agreement, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

(i) suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such dispute or uncertainty is resolved to the sole satisfaction of Escrow Agent or until a successor escrow agent is appointed.

(ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction, in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty and, to the extent required or permitted by law, pay into such court, for holding and disposition by such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and reasonable attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent will have no liability to any Transaction Party for any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise due to any delay in any other action required or requested of Escrow Agent.

6. Confidentiality. Unless otherwise required by applicable Law (as defined in the Purchase Agreement) (based upon the reasonable advice of counsel), none of the Transaction Parties shall make any public announcements in respect of this Agreement or the transactions contemplated hereby (including, but not limited to, the timing and amounts of any Investment Income or distributions of Escrow Funds or Investment Income) or otherwise communicate with any news media without the prior written consent of the other Transaction Parties (which consent shall not be unreasonably withheld, conditioned or delayed), and the Transaction Parties shall

cooperate as to the timing and contents of any such announcement. Notwithstanding the foregoing, the Transaction Parties acknowledge and agree that the Purchaser has sought the Attorney General's, Governor's and Executive Council's approval of this Agreement. If any Transaction Party reasonably determines that certain personnel, proprietary, commercial or financial information contained in this Agreement or any schedule, exhibit or other document related thereto should remain confidential, the Transaction Parties will negotiate in good faith to redact the applicable information or otherwise maintain its confidentiality.

7. Investment of Funds. Based upon Purchaser's and Seller's prior review of investment alternatives, in the absence of further specific written direction to the contrary at any time that an investment decision must be made, Escrow Agent is directed to invest and reinvest the Escrow Funds in the investment identified in Schedule A. If applicable, Purchaser and Seller acknowledge receipt from Escrow Agent of a current copy of the prospectus for the investment identified in Schedule A. Purchaser and Seller may deliver to Escrow Agent a Joint Written Direction changing the investment of the Escrow Funds, upon which direction Escrow Agent may conclusively rely without inquiry or investigation; provided, however, that Purchaser and Seller warrant that no investment or reinvestment direction will be given except in the following: (a) direct obligations of the United States of America or obligations the principal of and the interest on which are unconditionally guaranteed by the United States of America; (b) direct obligations of the State of New Hampshire; (c) direct obligations of corporations which have a rating of at least "BBB" by S&P or "BAA" by Moody's (d) U.S. dollar denominated deposit accounts and certificates of deposit issued by any bank, bank and trust company, or national banking association (including Escrow Agent and its affiliates), which are either (i) insured by the Federal Deposit Insurance Corporation ("FDIC") up to FDIC limits, or (ii) with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of at least "A-1" by S&P or "P-1" by Moody's (ratings on holding companies are not considered as the rating of the bank); or (e) money market funds, including funds managed by Escrow Agent or any of its affiliates; provided further, however, that Escrow Agent will not be directed to invest in investments that Escrow Agent determines are not consistent with Escrow Agent's policies or practices. The Transaction Parties recognize and agree that Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of Escrow Funds or the purchase or disposition of any investment and the Escrow Agent will not have any liability for any loss in an investment made pursuant to the terms of this Agreement. Escrow Agent has no responsibility whatsoever to determine the market or other value of any investment and makes no representation or warranty as to the accuracy of any such valuations. To the extent applicable regulations grant rights to receive brokerage confirmations for certain security transactions, the Transaction Parties waive receipt of such confirmations. During the term of this Agreement, Escrow Agent shall provide Purchaser and Seller with written monthly statements containing the beginning balance of the Escrow Funds, as well as all principal and income transactions for the statement period.

All investments will be made in the name of Escrow Agent. Escrow Agent may, without notice to Purchaser and Seller, sell or liquidate any of the foregoing investments at any time solely for any disbursement of Escrow Funds permitted or required hereunder and will not be liable for any loss, cost or penalty resulting from any sale or liquidation of any such investment. All Investment Income will become part of the Escrow Funds and investment losses will be charged against the Escrow Funds. With respect to any Escrow Funds or investment instruction received by Escrow Agent after 11:00 a.m., U.S. Central Time, Escrow Agent will not be required to invest

applicable funds until the next Business Day. Receipt of the Escrow Funds and each and any investment and reinvestment of the Escrow Funds will be confirmed by Escrow Agent by a written account statement. Failure to inform Escrow Agent in writing of any error or omission in any such account statement within ninety (90) days after receipt will conclusively be deemed confirmation and approval by Purchaser and Seller of such account statement.

8. Tax Reporting. (a) Escrow Agent has no responsibility for the tax consequences of this Agreement and the Transaction Parties shall consult with independent counsel concerning any and all tax matters. The Transaction Parties jointly and severally agree to (i) assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Agreement and (ii) request and direct the Escrow Agent in writing with respect to withholding and other taxes, assessments or other governmental charges, and advise the Escrow Agent in writing with respect to any certifications and governmental reporting that may be required under any applicable laws or regulations. Notwithstanding the foregoing, the Transaction Parties agree that for tax reporting purposes all Investment Income, if any, attributable to the Escrow Funds or to any other amount held in escrow by Escrow Agent pursuant to this Agreement shall be allocable to Seller until the distribution of the Escrow Funds (or such portion thereof). For each twelve-month period (or portion thereof) ending December 31 (each, a "Calendar Year") (or portion thereof) the Escrow Account is in existence, the Escrow Agent shall distribute to Seller an amount (a "Tax Distribution") equal to the cash tax actually payable by Seller on the Investment Income earned as reported by the Escrow Agent for such Calendar Year (or portion thereof). The amount of cash tax actually payable by the Seller shall be determined in good faith by the Seller and a calculation of such amount (the "Tax Distribution Calculation") shall be provided by Seller to Purchaser for Purchaser's review and approval, which approval shall not be unreasonably withheld, delayed or conditioned. Upon Purchaser's approval of the Tax Distribution Calculation, Purchaser and Seller agree to execute and deliver a Joint Written Direction instructing the Escrow Agent to pay such amount to Seller. Except as otherwise agreed by Escrow Agent in writing, Escrow Agent has no tax reporting or withholding obligation except to the Internal Revenue Service with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Funds, if any. Escrow Agent shall have no responsibility for Form 1099-MISC reporting with respect to disbursements that Escrow Agent makes in an administrative or ministerial function to vendors or other service providers and shall have no tax reporting or withholding duties with respect to the Foreign Investment in Real Property Tax Act (FIRPTA).

(b) To the extent that U.S. federal imputed interest regulations apply, Purchaser and Seller shall so inform the Escrow Agent, provide the Escrow Agent with all imputed interest calculations and direct the Escrow Agent to disburse imputed interest amounts as Purchaser and Seller deem appropriate. The Escrow Agent will rely solely on such provided calculations and information and will have no responsibility for the accuracy or completeness of any such calculations or information. Purchaser and Seller shall provide Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee. If requested tax documentation is not so provided, Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations.

9. Resignation or Removal of Escrow Agent. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving ten (10) days' prior written notice to the Transaction Parties specifying a date when such resignation will take effect and, after the date of such resignation notice, notwithstanding any other provision of this Agreement, Escrow Agent's sole obligation will be to hold the Escrow Funds pending appointment of a successor Escrow Agent. Similarly, Escrow Agent may be removed at any time by Purchaser and Seller giving at least thirty (30) days' prior written notice to Escrow Agent specifying the date when such removal will take effect. If Purchaser and Seller fail to jointly appoint a successor Escrow Agent prior to the effective date of such resignation or removal, Escrow Agent may petition a court of competent jurisdiction to appoint a successor escrow agent, and all costs and expenses related to such petition shall be paid jointly and severally by Purchaser, on the one hand, and Seller Parties, on the other hand. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Funds and shall pay all Escrow Funds to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction and payment to the retiring Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation or removal, the provisions of this Agreement will inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement.

10. Duties and Liability of Escrow Agent.

(a) Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties will be implied. Escrow Agent has no fiduciary or discretionary duties of any kind. Escrow Agent's permissive rights will not be construed as duties. Escrow Agent has no liability under and no duty to inquire as to the provisions of any document other than this Agreement, including without limitation any other agreement between any or all of the parties hereto or any other persons even though reference thereto may be made herein and whether or not a copy of such document has been provided to Escrow Agent. Escrow Agent's sole responsibility is to hold the Escrow Funds in accordance with Escrow Agent's customary practices and disbursement thereof in accordance with the terms of this Agreement. Escrow Agent shall not be responsible for or have any duty to make any calculations under this Agreement, or to determine when any calculation required under the provisions of this Agreement should be made, how it should be made or what it should be, or to confirm or verify any such calculation. Escrow Agent will not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. This Agreement will terminate upon the distribution of all the Escrow Funds pursuant to any applicable provision of this Agreement, and Escrow Agent will thereafter have no further obligation or liability whatsoever with respect to this Agreement or the Escrow Funds.

(b) Escrow Agent will not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines, which determination is not subject to appeal, that Escrow Agent's gross negligence or willful misconduct in connection with its material breach of this Agreement was the sole cause of any loss to Purchaser or Seller. Escrow Agent may retain and act hereunder through agents, but shall be responsible for any act or omission by any agent retained by Escrow Agent.

(c) Escrow Agent may conclusively rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent believes to be genuine and to have been signed or presented by the person purporting to sign it and shall have no responsibility or duty to make inquiry as to or to determine the truth, accuracy or validity thereof (or any signature appearing thereon). Escrow Agent will not be liable for (i) acting in accordance with or conclusively relying upon any instruction, notice, demand, certificate or document believed in good faith by Escrow Agent to have been created by or on behalf of Purchaser or Seller, (ii) incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action or (iii) any amount greater than the value of the Escrow Funds as valued upon deposit with Escrow Agent.

(d) Escrow Agent will not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes or any other circumstance beyond its control. Escrow Agent will not be obligated to take any legal action in connection with the Escrow Funds, this Agreement or the Purchase Agreement or to appear in, prosecute or defend any such legal action or to take any other action that in Escrow Agent's sole judgment may expose it to potential expense or liability. The Transaction Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. Escrow Agent will have no liability to any Transaction Party, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Funds escheat by operation of law, through no fault of Escrow Agent.

(e) Escrow Agent may consult, at the joint cost of Purchaser, on the one hand, and Seller Parties, on the other hand, legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving this Agreement, and will incur no liability and must be fully indemnified from any liability whatsoever in acting in good faith in accordance with the advice of such counsel. The Transaction Parties agree to perform or procure the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as Escrow Agent may reasonably request in connection with its duties hereunder. When any action is provided for herein to be done on or by a specified date that falls on a day other than a Business Day, such action may be performed on the following Business Day.

(f) If any portion of the Escrow Funds is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or in case disbursement of Escrow Funds is stayed or enjoined by any court order, Escrow Agent is authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders, decrees or process so entered or issued, including but not limited to those which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction; and if Escrow Agent relies upon or complies with any such writ, order, decree or process, it will not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is

reversed, modified, annulled, set aside or vacated.

(g) Escrow Agent and any stockholder, director, officer or employee of Escrow Agent may buy, sell and deal in any of the securities of any other party hereto and contract and lend money to any other party hereto in arms-length transactions and otherwise act as fully and freely as though it were not Escrow Agent under this Agreement. Nothing herein will preclude Escrow Agent from acting in any other reasonable business capacity for any other party hereto or for any other person or entity.

(h) In the event instructions, including funds transfer instructions, address change or change in contact information are given to Escrow Agent (other than in writing at the time of execution of this Agreement), whether in writing, including by electronic transmission or otherwise, Escrow Agent is authorized, but not required, to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on Schedule C hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be the person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and will be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated authorized persons identified in Schedule C, Escrow Agent is hereby authorized but will be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Purchaser's or Seller's executive officers ("Executive Officers"), as the case may be, which will include the titles of Chief Executive Officer, President and Vice President, as Escrow Agent may select. Such Executive Officer must deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Purchaser and Seller agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent, in effecting any funds transfer, may rely solely upon any account numbers or similar identifying numbers provided by Purchaser or Seller to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a transfer of funds to a person other than the intended beneficiary or to a bank other than the intended beneficiary's bank or intermediary bank. The Transaction Parties acknowledge that these optional security procedures are commercially reasonable.

11. Indemnification of Escrow Agent. Purchaser (solely to the extent authorized by law), on the one hand, and Seller Parties, on the other hand, jointly and severally, shall indemnify and hold harmless Escrow Agent and each director, officer, employee and affiliate of Escrow Agent (each, an "Indemnified Party") upon demand against any and all claims, actions and proceedings (whether asserted or commenced by Purchaser, Trustee, Owner, Seller or any other person or entity and whether or not valid), losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, costs and expenses) (collectively, "Losses") arising from this Agreement or Escrow Agent's actions hereunder, except to the extent such Losses are finally determined by a court of competent jurisdiction, which determination is not subject to appeal, to have resulted from the gross negligence or willful misconduct of such Indemnified Party. Purchaser (solely to the extent authorized by law), on the one hand, and Seller Parties, on the other hand, further agree, jointly and severally, to indemnify each Indemnified Party for all costs, including without limitation reasonable attorneys' fees, incurred by such Indemnified Party in connection with the enforcement of Purchaser's, Trustee's

and Seller's obligations to Escrow Agent under this Agreement; provided, however, (i) Indemnified Parties will use their commercially reasonable best efforts to mitigate the Losses for which they are entitled to indemnification pursuant to this Section 11, and (b) an Indemnified Party's right to indemnification pursuant to this Section 11 shall be reduced to the extent that such Indemnified Party actually receives the proceeds of any insurance policy on account of the relevant Losses for which indemnification has been or may be sought. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by the Purchaser, on the one hand, and Seller Parties, on the other hand, jointly and severally. The obligations of the Transaction Parties under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

12. Compensation of Escrow Agent.

(a) Fees and Expenses. The Purchaser, on the one hand, and Seller Parties, on the other hand Transaction Parties jointly and severally agree to compensate Escrow Agent upon demand for its services hereunder in accordance with Schedule B attached hereto. The obligations of the Transaction Parties under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

(b) Disbursements from Escrow Funds to Pay Escrow Agent. Escrow Agent is authorized to, and may disburse to itself from the Escrow Funds, from time to time, the amount of any compensation and reimbursement of expenses due and payable hereunder (including any amount to which Escrow Agent or any other Indemnified Party is entitled to recover indemnification hereunder once a Loss is agreed to by the Seller or finally adjudicated to be payable). Escrow Agent shall notify Purchaser and Seller of any such disbursement from the Escrow Funds to itself or any other Indemnified Party and shall furnish Purchaser and Seller copies of related invoices and other statements.

(c) Security and Offset. The Transaction Parties hereby grant to Escrow Agent and the other Indemnified Parties a first priority security interest in, lien upon and right of sale and offset against the Escrow Funds with respect to any compensation or reimbursement due any of them hereunder (including any claim for indemnification hereunder). If for any reason the Escrow Funds are insufficient to cover such compensation and reimbursement, Purchaser, on the one hand, and Seller Parties, on the other hand, jointly and severally, shall promptly pay such amounts upon receipt of an itemized invoice.

(d) Allocation. Without limiting the joint and several nature of the Transaction Parties' obligations to compensate, reimburse and indemnify the Escrow Agent and other Indemnified Parties under this Agreement, the Transaction Parties agree, solely as between themselves, that all amounts owing with respect to such obligations under this Agreement shall be paid 50% by Purchaser and 50% by Seller Parties.

13. Representations and Warranties of the Transaction Parties. Each of the Transaction Parties respectively makes the following representations and warranties to Escrow Agent:

(a) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and this Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms.

(b) each of the applicable persons designated on Schedule C attached hereto has been duly appointed to act as its authorized representative hereunder and individually has full power and authority on its behalf to execute and deliver any instruction or direction, to amend, modify or waive any provision of this Agreement and to take any and all other actions as its authorized representative under this Agreement and no change in designation of such authorized representatives will be effective until written notice of such change is delivered to each other party to this Agreement pursuant to Section 15 and Escrow Agent has had reasonable time to act upon it.

(c) the execution, delivery and performance of this Agreement by Escrow Agent does not and will not violate any applicable law or regulation applicable to any Transaction Party, as applicable, and no printed or other material in any language, including any prospectus, notice, report, and promotional material that mentions "U.S. Bank" or any of its affiliates by name or the rights, powers, or duties of Escrow Agent under this Agreement will be issued by any other parties hereto, or on such party's behalf, without the prior written consent of the other parties.

(d) it will not claim any immunity from jurisdiction of any court, suit or legal process, whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise.

(e) there is no security interest in the Escrow Funds or any part thereof and no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Funds or any part thereof.

14. Representations and Warranties of Escrow Agent. Escrow Agent makes the following representations and warranties to each of the Purchaser and Seller: it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and this Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms.

15. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. Purchaser and Seller agree to provide all information reasonably requested by Escrow Agent in connection with any legislation or regulation to which Escrow Agent is subject, in a timely manner. Escrow Agent's appointment and acceptance of its duties under this Agreement is contingent upon verification of all regulatory requirements applicable to Purchaser, Seller and any of their permitted assigns, including successful completion of a final background check. These conditions include, without

limitation, requirements under the USA PATRIOT Act, the USA FREEDOM Act, the Bank Secrecy Act, and the U.S. Department of the Treasury Office of Foreign Assets Control. If these conditions are not met, Escrow Agent may at its option promptly terminate this Agreement in whole or in part and refuse any otherwise permitted assignment by Purchaser or Seller, without any liability or incurring any additional costs.

16. Notices. All notices, approvals, consents, requests and other communications hereunder (each, a "Notice") must be in writing, in English, and may only be delivered (a) by personal delivery, or (b) by national overnight courier service, or (c) by certified or registered mail, return receipt requested, or (d) by email. Notice will be effective upon receipt except for notice via email, which will be effective only when the recipient, by return email or notice delivered by other method provided for in this Section 15, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section). Notices may only be sent to the applicable party or parties at the address specified below:

If to Purchaser or any Purchaser Authorized Person, at:

129 Pleasant Street
Concord, NH 03301-3857

E-mail: lori.a.shibinette@dhhs.nh.gov
Attention: Lori A. Shibinette, Commissioner of the
New Hampshire Department of Health and Human
Services

with a copy to:

The New Hampshire Department of Justice
33 Capitol Street
Concord, NH 03301
E-mail: jill.a.perlow@doj.nh.gov
Attention: Jill A. Perlow, Esq.

and to:

Pierce Atwood LLP
One New Hampshire Avenue, Suite 350
Portsmouth, NH 03801
E-mail: jbak@pierceatwood.com
Attention: James C. Baker, Esq.

If to Seller or any Seller Authorized Person, at:

218 East Road
Hampstead, NH 03841
E-mail: pkubiak@hampsteadhospital.com
Attention: Phillip Kubiak, CEO

with a copy to:

Burns & Levinson LLP
125 High Street
Boston, MA 02110-1624
E-mail: amerken@burnslev.com
Attention: Andrew J. Merken, Esq.

and to:

Burns & Levinson LLP
125 High Street
Boston, MA 02110-1624
E-mail: bbixby@burnslev.com
Attention: Brian Bixby, Esq.

If to Escrow Agent, at:

U.S. Bank National Association, as Escrow Agent
Attn: Global Corporate Trust Services
One Federal Street, 3rd Floor
Boston, MA 02110
Attention: Laura Cawley
Ref: State of NH – Hampstead escrow
Telephone: 617-603-6452
Email: Laura.cawley@usbank.com

and to:

U.S. Bank National Association
Attn: Trust Finance Management
60 Livingston Ave
St. Paul, MN 55107
Ref: State of NH – Hampstead escrow
Telephone: 651-466-6094
E-mail: TfMCorporateEscrowShared@usbank.com

or to such other address as each party may designate for itself by like notice and unless otherwise provided herein will be deemed to have been given on the date received. Escrow Agent shall not have any duty to confirm that the person sending any Notice by electronic transmission (including by e-mail, web portal or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to Escrow Agent) shall be deemed original signatures for all purposes. Notwithstanding the foregoing, Escrow Agent may in any instance and in its sole discretion reasonably require that an original document bearing a manual signature be delivered to Escrow Agent in lieu of, or in addition to, any such electronic Notice. Transaction Parties agree to assume all risks arising out of the use of electronic signatures and electronic methods to submit instructions and directions to

Escrow Agent, including without limitation the risk of Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

17. Amendment and Assignment. None of the terms or conditions of this Agreement may be changed, waived, modified, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Agreement. No course of conduct will constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. No party may assign this Agreement or any of its rights or obligations hereunder without the written consent of the other parties (such consent not to be unreasonably withheld or delayed), provided that if Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Agreement) to another entity, the successor or transferee entity without any further act will be the successor Escrow Agent.

18. Governing Law, Jurisdiction and Venue. This Agreement must be construed and interpreted in accordance with the internal laws of the State of New Hampshire without giving effect to the conflict of laws principles thereof that would require the application of any other laws. Each of the parties hereto irrevocably (a) consents to the exclusive jurisdiction and venue of the state and federal courts in the State of New Hampshire in connection with any matter arising out of this Agreement, (b) waives any objection to such jurisdiction or venue (c) agrees not to commence any legal proceedings related hereto except in such courts (d) consents to and agrees to accept service of process to vest personal jurisdiction over it in any such courts made as set forth in Section 15 and (e) waives any right to trial by jury in any action in connection with this Agreement.

19. Entire Agreement, No Third-Party Beneficiaries. This Agreement constitutes the entire agreement between the signatory parties hereto relating to the holding, investment and disbursement of Escrow Funds (other than the Purchase Agreement, to which the Purchaser and Seller Parties, but not the Escrow Agent, are parties) and sets forth in their entirety the obligations and duties of Escrow Agent with respect to Escrow Funds. This Agreement and any Joint Written Direction may be executed in two (2) or more counterparts, which when so executed will constitute one and the same agreement or direction. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The Section headings have been inserted for convenience only and will be given no substantive meaning or significance whatsoever in construing the terms and conditions of this Agreement. Nothing in this Agreement, express or implied, is intended to or will confer upon any person other than the signatory parties hereto and the Indemnified Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

[signature page follows]

The parties hereto have caused this Agreement to be executed effective as of the date first above written.

PURCHASER:

The State of New Hampshire Department of Health
and Human Services

By: _____
Name: Lori Shibinette
Title: Commissioner

SELLER:

Hampstead Outlook, Inc. (d/b/a Hampstead
Hospital)

By: _____
Name: Phillip Kubiak
Title: Chief Executive Officer

OWNERS:

The Henry D. Audesse Trust 1997 Article Third
Trust fbo Nancy Achin Audesse

By: _____
Name: Phillip Kubiak
Title: Trustee

The Henry D. Audesse Trust 1997 Article Fourth
Trust fbo Sharon MacCord NON-EXEMPT

By: _____
Name: Phillip Kubiak
Title: Trustee

The Henry D. Audesse Trust 1997 Article Fourth
Trust fbo Susan Seitz NON-EXEMPT

By: _____
Name: Phillip Kubiak
Title: Trustee

TRUSTEE:

Phillip Kubiak

U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent

By: _____
Name: Laura Cawley
Title: Vice President

SCHEDULE A

U.S. BANK NATIONAL ASSOCIATION Investment Authorization Form

U.S. BANK MONEY MARKET DEPOSIT ACCOUNT

Description and Terms

The U.S. Bank Money Market Deposit Account is a U.S. Bank National Association (“U.S. Bank”) interest-bearing money market deposit account designed to meet the needs of U.S. Bank’s Corporate Trust Services Escrow Group and other corporate trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank’s discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as agent for its corporate trust customers. U.S. Bank’s Corporate Trust Services Escrow Group performs all account deposits and withdrawals. Deposit accounts are FDIC insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

Automatic Authorization

In the absence of specific written direction to the contrary to the extent and as authorized in the applicable escrow agreement, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Deposit Account. The customer(s) confirm that the U.S. Bank Money Market Deposit Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of permissible alternate instructions.

SCHEDULE B

Schedule of Fees for Services as Escrow Agent

Initial Escrow Acceptance Fee:

\$500

A one-time charge covering review of Escrow Agent agreement, establishment of escrow account, client due diligence (KYC) and liaison with parties to the governing documents and attorneys. Payable at closing.

Escrow Agent One Time Administration Fee:

\$2,500

Covers normal ongoing duties of the Escrow Agent as described in the governing documents. Payable at closing.

External Legal Fees:

At cost (if any)

U.S. Bank does not anticipate engaging external counsel. However, we reserve the right to engage external counsel should material events arise and, subject to the limitations of Section 10(e) of the Agreement, their fees are passed along at cost.

Out-of-Pocket Expenses:

At cost (if any)

The Escrow Agent does not anticipate incurring any out-of-pocket expenses in connection with the closing. If applicable, then reimbursement of expenses associated with the performance of our duties, including but not limited to: travel expenses, courier services etc., will be billed at cost.

Extraordinary Administration Services:

Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the Escrow Agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole and reasonable discretion from time to time. In addition, all fees and expenses incurred by the Escrow Agent, in connection with the Escrow Agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the Escrow Agent. EAS fees are due and payable in addition to annual or ordinary administration fees.

General:

Each Transaction Party's obligation to pay under this Fee Schedule shall govern the matters described herein and shall not be superseded or modified by the Purchase Agreement and survive any termination of the transaction or the Purchase Agreement and the resignation or removal of Escrow Agent. This Fee Schedule shall be construed and interpreted in accordance with the laws

of the State of New Hampshire without giving effect to the conflict of laws principles thereof. The Transaction Parties agree to the sole and exclusive jurisdiction of the state and federal courts of the State of New Hampshire over any proceeding relating to or arising regarding the matters described herein. Payment of fees constitutes acceptance of the terms and conditions described herein.

Account approval is subject to review and qualification, including documentation to the Escrow Agent's satisfaction. Absent written instructions from the Purchaser and the Seller to sweep or otherwise invest, all sums in this account will remain uninvested and no accrued interest or other compensation will be credited to the account.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity a Trust or other legal entity the Escrow Agent will ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also reasonably ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

SCHEDULE C

Each of the following person(s) is a **Purchaser Authorized Person** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Purchaser's behalf (only one authorized person required):

_____ Name	_____ Specimen signature	_____ Telephone No.
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_____ Name	_____ Specimen signature	_____ Telephone No.
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If only one person is identified above, the following person is authorized for call-back confirmations:

_____ Name	_____ Telephone Number
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Each of the following person(s) is a **Seller Parties' Authorized Person** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on each Seller Party's behalf (only one authorized person required):

Phillip Kubiak

_____ Name	_____ Specimen signature	_____ Telephone No.
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_____ Name	_____ Specimen signature	_____ Telephone No.
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If only one person is identified above, the following person is authorized for call-back confirmations:

_____ Name	_____ Telephone Number
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ATTACHMENT 1

FORM OF JOINT WRITTEN DIRECTION

[To be completed on closing]

U.S. Bank National Association, as Escrow Agent
ATTN: Global Corporate Trust Services
Address: _____

RE: ESCROW AGREEMENT made and entered into as of [____], 2022 by and among The State of New Hampshire, acting through certain of its agencies or departments ("Purchaser"), Hampstead Outlook, Inc., a New Hampshire corporation ("Seller"), Phillip J. Kubiak, as Trustee of The Henry D. Audesse Trust – 1997 Article Third Trust fbo Nancy Achin Audesse, The Henry D. Audesse Trust – 1997 Article Fourth Trust fbo Sharon MacCord NON-EXEMPT, and The Henry D. Audesse Trust – 1997 Article Fourth Trust fbo Susan Seitz NON-EXEMPT (Phillip J. Kubiak in his role as trustee of said trusts, the "Trustee") (said trusts, as amended; are collectively referred to herein as, "Owner" and, together with the Trustee and Seller are collectively referred to herein as, the "Seller Parties" and the Seller Parties together with Purchaser are collectively referred to herein as, the "Transaction Parties"), and U.S. Bank National Association, in its capacity as escrow agent (the "Escrow Agent").

Pursuant to Section 4 of the above-referenced Escrow Agreement, Purchaser and Seller hereby instruct Escrow Agent to disburse the amount of [\$____] from the Escrow Account to [Purchaser][Seller], as provided below:

<u>Purchaser</u>	<u>Seller</u>
Bank Name: _____	Bank Name: _____
Bank Address: _____	Bank Address: _____
ABA No.: _____	ABA No.: _____
Account Name: _____	Account Name: _____
Account No.: _____	Account No.: _____

The State of New Hampshire Department of Health and Human Services

By: _____
Name: Lori Shibinette
Title: Commissioner

Hampstead Outlook, Inc. (d/b/a Hampstead Hospital)

By: _____
Name: Phillip Kubiak
Title: Chief Executive Officer

DISCLOSURE SCHEDULES

TO THE

ASSET PURCHASE AGREEMENT

AMONG

HAMPSTEAD OUTLOOK, INC.

AND

PHILLIP J. KUBIAK, AS TRUSTEE OF THE TRUSTS NAMED THEREIN

AND

THE STATE OF NEW HAMPSHIRE

DATED AS OF
JANUARY 18, 2022

Redacted
Public Version

These Disclosure Schedules (these "Schedules") are made and given pursuant to that certain Asset Purchase Agreement (the "Agreement"), dated as of January 18, 2022, entered into between Hampstead Outlook, Inc., a New Hampshire corporation ("Seller"), Phillip J. Kubiak, as Trustee of The Henry D. Audesse Trust – 1997 Article Third Trust fbo Nancy Achin Audesse, Phillip J. Kubiak as Trustee of The Henry D. Audesse Trust – 1997 Article Fourth Trust fbo Sharon MacCord NON-EXEMPT, and Phillip J. Kubiak as Trustee of The Henry D. Audesse Trust – 1997 Article Fourth Trust fbo Susan Seitz NON-EXEMPT (Phillip J. Kubiak in his role as trustee of said trusts shall be referred to herein as, the "Trustee") (said trusts, as amended, shall be collectively referred to herein as, the "Owner" or the "Owners") (the Trustee, the Owners and the Seller shall be collectively referred to herein as, the "Seller Parties"), and The State of New Hampshire, acting through certain of its agencies or departments ("Buyer").

The information disclosed in the Schedules is intended to qualify the corresponding representations and warranties contained in the Agreement in accordance with the terms and conditions herein. The inclusion of any specific item in the Schedules shall not be deemed to constitute an acknowledgement that such item is material or, unless the Agreement specifically provides otherwise, outside the ordinary course of business. Any matter or item disclosed on one of the Schedules shall be deemed to be disclosed on each other Schedule to the extent that it is reasonably apparent on its face that it is applicable to such other Schedule. The headings contained in the Schedules are for convenience of reference only and shall not be deemed to modify or affect the information contained in the Schedules and do not amend or change the express representations and warranties set forth in the Agreement. All Schedules attached hereto or referred to herein are hereby incorporated in and made a part of the Agreement as if set forth in full therein.

Redacted
Public Version

Section 4.01
Organization and Qualification of Seller

Seller was incorporated in the state of New Hampshire.

Redacted
Public Version

Section 4.03
No Conflicts; Consents

- (a) None.
- (b) None.
- (c)
 - a. Lease Agreement, dated as of August 21, 2020, by and between Pitney Bowes and Hampstead Outlook, Inc.
 - b. Master Agreement, dated as of March 6, 2013, by and between Omnicell, Inc. and Hampstead Hospital and the accompanying Pricing Supplement – Support Services Renewal, dated August 8, 2021.
 - c. Agreement, dated as of May 13, 2011, by and between Celerity Solutions Group, LLC and Hampstead Hospital.
 - d. Order Form, dated as of August 26, 2021, by and between ABILITY Network Inc. and Hampstead Hospital.
 - e. ValueOptions Facility Agreement, by and between Hampstead Outlook, Inc dba Hampstead Hospital and ValueOptions, Inc, and all related amendments, and related Provider Network Agreement dated July 1, 2018.
 - f. Inpatient/Alternate Care Facility Agreement, dated as of September 12, 2019, by and between HMC HealthWorks, Inc. and Hampstead Outlook, Inc. (dba Hampstead Hospital).
 - g. MaineCare Provider Agreement, dated as of January 1, 2012, by and between Maine's Department of Health and Human Services and Hampstead Outlook, Inc.
 - h. Health Care Services Agreement, dated as of June 22, 2020, by and between Health New England, Inc. and Hampstead Outlook, Inc.
 - i. General Provider Agreement, dated as of January 28, 2019, by and between the Department of Vermont Health Access and Hampstead Hospital.
 - j. Agreement re: Children's Behavioral Health Acute Care Treatment, dated as of July 31, 2017, by and between the State of New Hampshire and Hampstead Outlook Inc. dba Hampstead Hospital.
 - k. Behavioral Health Provider Agreement, dated as of October 14, 2020, by and between Maine Community Health Options and Hampstead Outlook, Inc. dba Hampstead Hospital.
 - l. Facility Participation Agreement, dated as of March 1, 2018, by and between Massachusetts Behavioral Health Partnership and Hampstead Hospital.
 - m. Participating Hospital Agreement, dated as of February 22, 2008, by and between Integrated Health Plan, Inc. and Hampstead Outlook Inc. dba Hampstead Hospital.
 - n. Participating Provider Agreement, dated as of February 6, 2020, by and between Granite State Health Plan, Inc. and Hampstead Outlook, Inc. dba Hampstead Hospital, as amended by that certain Amendment dated as of December 1, 2020.

- o. Network Facility Agreement, dated as of December 21, 2014, by and between E4 Health, Inc. and Hampstead Outlook, Inc. dba Hampstead Hospital and all addenda entered into in connection therewith.
- p. Participating Hospital Agreement, dated as of February 1, 2012, by and between Coventry Health Care National Network, Inc. and Hampstead Hospital, as amended by that certain Amendment dated as of February 1, 2012, further amended by that certain Amendment dated as of August 1, 2013.
- q. Agreement, dated as of November 10, 1997, by and between HealthCare Value Management, Inc. and Hampstead Hospital, as amended by that certain Contract Amendment dated as of May 22, 2000, further amended by that certain Contract Amendment dated as of October 24, 2000, further amended by that certain Amendment dated as of April 18, 2005, further amended by that certain Amendment dated as of June 1, 2007.
- r. Hospital Services Agreement, dated as of June 29, 2005, by and between PlanVista Solutions, Inc. and Hampstead Outlook, Inc. dba Hampstead Hospital.
- s. Facility Agreement, dated as of November 1, 2019, by and between Hampstead Outlook, Inc. (dba Hampstead Hospital) and CompPsych Corporation.
- t. Agreement, dated as of April 9, 2002, by and between Comprehensive Benefits Administrator, Inc. and Hampstead Hospital.
- u. Facility Agreement, dated as of December 1, 2019, by and between Anthem Health Plans of New Hampshire, Inc. and Hampstead Hospital, as amended by that certain Amendment dated as of December 1, 2020.
- v. Facility Services Agreement, dated as of February 1, 2019, by and between Aetna Health Management, LLC and Hampstead Hospital.
- w. Hospital Services Agreement, dated as of March 1, 2020, by and between AmeriHealth Caritas New Hampshire, Inc. and Hampstead Hospital.
- x. Services Agreement, dated as of October 25, 2017, by and between Neuro-Rehab Associates, Inc. d/b/a Northeast Rehabilitation Hospital Network and Hampstead Hospital.
- y. Facility Transfer Agreement, dated as of January 1, 2017, by and between HCA Health Services of New Hampshire, Inc. and Hampstead Hospital.
- z. Agreement for Ambulance Services, dated as of May 1, 2009, by and between Trinity E.M.S., Inc. and Hampstead Hospital.
- aa. Food Services Management Agreement, dated as of August 21, 2002, by and between Hampstead Outlook, Inc. and Summit Dining Services, Inc., as amended by that certain Amendment dated September 9, 2003, further amended by that certain Amendment dated September 9, 2004, further amended by that certain Amendment dated November 30, 2006, further amended by that certain Amendment dated January 30, 2006, further amended by that certain Amendment dated November 30, 2007, further amended by that certain Amendment dated April 22, 2009, further amended by that certain Amendment dated February 28, 2010, further amended by that certain Amendment dated February 28, 2011, further

amended by that certain Amendment dated May 9, 2011, further amended by that certain Amendment dated February 28, 2012, further amended by that certain Amendment dated February 15, 2013, further amended by that certain Amendment dated February 18, 2014, further amended by that certain Amendment dated March 17, 2015, further amended by that certain Amendment dated April 26, 2016, further amended by that certain Amendment dated March 2017, further amended by that certain Amendment dated March 5, 2018, further amended by that certain Amendment dated May 1, 2019, further amended by that certain Amendment dated February 10, 2020 (the "Summit Agreement").

- bb. Medical Transportation Services Agreement, dated as of August 1, 2005, by and between American Medical Response Company and Hampstead Hospital.
- cc. Ambulance Services Agreement, dated as of September 1, 2020, by and between Hampstead Hospital and Brewster Ambulance Service.
- dd. Agreement to Provide Hospital Services, dated as of January 1, 2000, by and between Hampstead Hospital and Exeter Hospital.
- ee. Housekeeping and Laundry Service Agreement, dated as of June 29, 2017, by and between Healthcare Services Group, Inc. and Hampstead Hospital.
- ff. Interpreting Services Agreement, dated as of June 13, 2018, by and between Systematech Technical Management Services, Inc. and Hampstead Hospital.
- gg. Antrim Inquiry and Internet Result Access Agreement, dated as of April 30, 2003, by and between Hampstead Hospital and Path Lab, Inc.
- hh. Mobile X-Ray and EKG Services Agreement, dated as of July 27, 2006, by and between Hampstead Hospital and Symphony Diagnostic Services No. 1, Inc.
- ii. Rental Agreement, dated as of January 8, 2020, by and between Crystal Hills Spring Water Co. and Hampstead Hospital.
- jj. Electricity Sales Agreement, dated as of November 14, 2019, by and between First Point Power, LLC and Hampstead Hospital.
- kk. Blue Cross Blue Shield Facility Agreement, by and between Anthem Health Plans of New Hampshire, Inc. as amended by that certain Amendment dated January 1, 2019.
- ll. Services Agreement, dated October 25, 2017, by and between Hampstead Hospital and Northeast Rehabilitation Hospital.
- mm. License Schedule, dated August 3, 2021, by and between Hampstead Hospital and Sophos Limited.
- nn. Agreement for Laboratory Services, dated as of December 17, 1994, by and between Path Lab, Inc. and Hampstead Outlook, Inc. d/b/a Hampstead Hospital, as amended by that certain Amendment dated January 1, 1997.
- oo. Microsoft Online Subscription Agreement, by and between Hampstead Hospital and Microsoft Corporation.
- pp. Property Insurance Policy No. 36025663 (Chubb Group of Insurance Companies)
- qq. Workers Compensation and Employers' Liability Insurance Policy No. 4067372808 (Crum & Forster Indemnity Company)

- rr. Veterans Choice Program Provider Agreement, by and between the Department of Veteran Affairs and Hampstead Hospital.
- ss. Participating Provider Agreement, dated as of November 22, 1997, by and between Managed Health Network, Inc. and Hampstead Hospital, as amended by that certain Twelfth Amendment dated March 1, 2015, further amended by that certain Thirteenth Amendment dated as of July 1, 2017.
- tt. Provider Enrollment Agreement, dated as of January 25, 2018, by and between the State of Connecticut Department of Social Services and Hampstead Hospital.
- uu. Invoice, dated as of November 18, 2021, by and between Hampstead Hospital and ABILITY Network Inc.
- vv. Commercial Security Agreement, dated as of September 19, 2013, by and between Hampstead Outlook, Inc. DBA Hampstead and People's United Bank, which is to be paid off and released prior to Closing.
- ww. Service Agreement, by and between Consolidated Communications and Hampstead Hospital.
- xx. Master Agreement, executed October 4, 2021, by and between Abbott Rapid Dx North America, LLC and Hampstead Hospital Inc.
- yy. Invoice, dated as of December 30, 2020, by and between Coyoteworks Technologies, Inc. and Hampstead Hospital.
- zz. Invoice, dated as of February 15, 2021, by and between Coyoteworks Technologies, Inc. and Hampstead Hospital.
- aaa. Statement of Work, dated as of October 2, 2019, by and between Coyoteworks Technologies, Inc. and Hampstead Hospital.

(d) None.

Required approvals/notices with Government Authorities:

1. Approval of the Attorney General and Governor and Executive Council of the State of New Hampshire is required to consummate the transaction.
2. Notice must be provided to the Joint Commission.
3. Medicare Change of Ownership and Medicaid Enrollment.

Section 4.06
Absence of Certain Changes, Events and Conditions

- a. None.
- b. None.
- c. None.
- d. Seller has begun to conduct more of its billing online.
- e.

- 1. Master Agreement, executed October 4, 2021, by and between Abbott Rapid Dx North America, LLC and Hampstead Hospital Inc.
- 2. Invoice, dated as of February 15, 2021, by and between Coyoteworks Technologies, Inc. and Hampstead Hospital.

- f. None.
- g. None.
- h. None.
- i. None.
- j. None.
- k. None.
- l. None.
- m. None.
- n. None.
- o.

The following individuals have had an increase in compensation in excess of \$10,000:

- 1. [REDACTED]
- 2. [REDACTED]
- 3. [REDACTED]
- 4. [REDACTED]
- 5. [REDACTED]
- 6. [REDACTED]

- p. None.
- q. Seller has reinstated the Senior Counselor position.
- r. None.
- s. None.
- t. None.
- u. None.

Redacted
Public Version

Section 4.07(a)
Material Contracts

- i.
- a. Master Agreement, dated as of March 6, 2013, by and between Omnicell, Inc. and Hampstead Hospital.
 - b. Agreement, dated as of May 13, 2011, by and between Celerity Solutions Group, LLC and Hampstead Hospital.
 - c. Service Agreement, dated as of July 1, 2019, by and between Waste Management of New Hampshire, Inc. and Hampstead Hospital.
 - d. ValueOptions Facility Agreement, by and between Hampstead Outlook, Inc dba Hampstead Hospital and ValueOptions, Inc, and all related amendments.
 - e. Inpatient/Alternate Care Facility Agreement, dated as of September 12, 2019, by and between HMC HealthWorks, Inc. and Hampstead Outlook, Inc. (dba Hampstead Hospital).
 - f. Veterans Choice Program Provider Agreement, by and between the Department of Veteran Affairs and Hampstead Hospital.
 - g. MaineCare Provider Agreement, dated as of January 1, 2012, by and between Maine's Department of Health and Human Services and Hampstead Outlook, Inc.
 - h. Health Care Services Agreement, dated as of June 22, 2020, by and between Health New England, Inc. and Hampstead Outlook, Inc.
 - i. General Provider Agreement, dated as of January 28, 2019, by and between the Department of Vermont Health Access and Hampstead Hospital.
 - j. Amendment to Agreement between Beacon Health Strategies, LLC and Hampstead Hospital, dated as of December 1, 2013.
 - k. Amendment to Allied Health Services Provider Agreement, dated as of August 26, 2020, by and between Tufts Associated Health Maintenance Organization, Inc., Total Health Plan, Inc. and Hampstead Hospital.
 - l. Health Services Agreement, dated as of January 1, 2019, by and between Hampstead Outlook, Inc. dba Hampstead Hospital and Tufts Associated Health Maintenance Organization, Inc.
 - m. Amendment to the Agreement between Tufts Health Public Plans, Inc. and Hampstead Outlook, Inc. dba Hampstead Hospital, dated as of July 1, 2021.
 - n. New Hampshire Title XIX Program Provider Participation Agreement, dated as of September 20, 2013, by and between the State of New Hampshire and Hampstead Outlook, Inc.
 - o. Participating Provider Agreement, dated as of November 22, 1997, by and between Managed Health Network, Inc. and Hampstead Hospital, as amended by that certain Twelfth Amendment dated March 1, 2015, further amended by that certain Thirteenth Amendment dated as of July 1, 2017.
 - p. Attachment A to the Agreement, dated as of July 1, 2018, by and between Modern Assistance Programs, Inc. and Hampstead Outlook, Inc. dba Hampstead Hospital.
 - q. Behavioral Health Provider Agreement, dated as of October 14, 2020, by and between Maine Community Health Options and Hampstead Outlook, Inc. dba Hampstead Hospital.

- r. Facility Participation Agreement, dated as of March 1, 2018, by and between Massachusetts Behavioral Health Partnership and Hampstead Hospital.
- s. Memorandum of Agreement, dated as of August 22, 2014, by and between Livanta LLC and Hampstead Outlook, Inc. dba Hampstead Hospital.
- t. Amendment Number Seven to the Participation Agreement by and between Mainehealth Accountable Care Organization and Hampstead Outlook, Inc. dba Hampstead Hospital, dated as of June 15, 2020.
- u. Participating Hospital Agreement, dated as of February 22, 2008, by and between Integrated Health Plan, Inc. and Hampstead Outlook Inc. dba Hampstead Hospital.
- v. Participating Provider Agreement, dated as of February 6, 2020, by and between Granite State Health Plan, Inc. and Hampstead Outlook, Inc. dba Hampstead Hospital, as amended by that certain Amendment dated as of September 1, 2019, further amended by that certain Amendment dated as of December 1, 2020.
- w. Network Facility Agreement, dated as of December 21, 2014, by and between E4 Health, Inc. and Hampstead Outlook, Inc. dba Hampstead Hospital.
- x. Participating Hospital Agreement, dated as of February 1, 2012, by and between Coventry Health Care National Network, Inc. and Hampstead Hospital, as amended by that certain Amendment dated as of February 1, 2012, further amended by that certain Amendment dated as of August 1, 2013.
- y. Agreement, by and between HealthCare Value Management, Inc. and Hampstead Hospital, as amended by that certain Contract Amendment dated as of May 22, 2000, further amended by that certain Contract Amendment dated as of October 24, 2000, further amended by that certain Amendment dated as of April 18, 2005, further amended by that certain Amendment dated as of June 1, 2007.
- z. Affordable Health Care Concepts Hospital Contract, dated as of July 1, 1992, by and between Affordable Health Care Concepts and Hampstead Hospital as amended by that certain Amendment dated as of July 15, 1992, further amended by that certain Amendment dated as of August 1, 1994, further amended by that certain Amendment dated as of February 1, 2000
- aa. Hospital Services Agreement, dated as of June 29, 2005, by and between PlanVista Solutions, Inc. and Hampstead Outlook, Inc. dba Hampstead Hospital.
- bb. Facility Agreement, dated as of November 1, 2019, by and between Hampstead Outlook, Inc. (dba Hampstead Hospital) and ComPsych Corporation.
- cc. Agreement, dated as of April 9, 2002, by and between Comprehensive Benefits Administrator, Inc. and Hampstead Hospital.
- dd. Facility Agreement, dated as of December 1, 2019, by and between Anthem Health Plans of New Hampshire, Inc. and Hampstead Hospital, as amended by that certain Amendment dated as of December 1, 2019.
- ee. Facility Services Agreement, dated as of February 1, 2019, by and between Aetna Health Management, LLC and Hampstead Hospital.
- ff. Hospital Services Agreement, dated as of March 1, 2020, by and between AmeriHealth Caritas New Hampshire, Inc. and Hampstead Hospital.
- gg. Services Agreement, dated as of October 25, 2017, by and between Neuro-Rehab Associates, Inc. d/b/a Northeast Rehabilitation Hospital Network and Hampstead Hospital.

Revised Public Version

- hh. The Summit Agreement.
- ii. Medical Transportation Services Agreement, dated as of August 1, 2005, by and between American Medical Response Company and Hampstead Hospital.
- jj. Housekeeping and Laundry Service Agreement, dated as of June 29, 2017, by and between Healthcare Services Group, Inc. and Hampstead Hospital.
- kk. Interpreting Services Agreement, dated as of June 13, 2018, by and between Systematech Technical Management Services, Inc. and Hampstead Hospital.
- ll. Electricity Sales Agreement, dated as of November 14, 2019, by and between First Point Power, LLC and Hampstead Hospital.
- mm. Value Lease Agreement, dated as of June 23, 2020, by and between U.S. Bank Equipment Finance and Hampstead Outlook, Inc.
- nn. Substance Use Disorder Facility Incentive Program Participation Attachment to the Anthem Facility Agreement, dated as of October 1, 2018.
- oo. Agreement, dated as of March 26, 1987, by and between Access Sports Medicine & Orthopedics and Hampstead Hospital.
- pp. Agreement, dated as of February 12, 2016, by and between Access Sports Medicine & Orthopedics and Hampstead Hospital.
- qq. Agreement, dated as of February 9, 2021, by and between Garrett Bomba and Hampstead Hospital.
- rr. Agreement, dated as of April 15, 2013, by and between CHAD at Wentworth Douglass Hospital and Hampstead Hospital.
- ss. Agreement, dated as of October 23, 1997, by and between Maurice Cohen and Hampstead Hospital.
- tt. Agreement, dated as of June 14, 2013, by and between ConvenientMD and Hampstead Hospital.
- uu. Agreement, dated as of February 1, 2002, by and between Endodontic Specialists and Hampstead Hospital.
- vv. Agreement, dated as of January 6, 2000, by and between Exeter Hospital and Hampstead Hospital, and the related Agreement to Provide Hospital Services, dated as of January 1, 2000, by and between Exeter Hospital and Hampstead Hospital.
- ww. Agreement, dated as of September 5, 2001, by and between Exeter Hospital and Hampstead Hospital.
- xx. Agreement, dated as of June 21, 2008, by and between Gwendolyn Gladstone and Hampstead Hospital.
- yy. Agreement, dated as of April 28, 2003, by and between James Holland and Hampstead Hospital.
- zz. Agreement, dated as of June 15, 2015, by and between International Medical Interpreters of the North Shore, Inc. and Hampstead Hospital.
- aaa. Agreement, dated as of April 25, 1995, by and between PathLabs, Inc. and Hampstead Hospital.
- bbb. Agreement, dated as of February 3, 1997, by and between PathLabs, Inc. and Hampstead Hospital.
- ccc. Agreement for Laboratory Services, dated as of December 17, 1994, by and between Path Lab, Inc. and Hampstead Outlook, Inc. d/b/a Hampstead Hospital, as amended by that certain Amendment dated January 1, 1997.

- ddd. MedAssets Letter of Commitment, dated as of November 1, 2005, by and between Laboratory Corporation of America Holdings and Hampstead Hospital.
- eee. Amendment to the Result Delivery System and Restricted Use Agreement, dated as of March 9, 2006, by and between Laboratory Corporation of America Holdings and Hampstead Hospital.
- fff. Agreement, dated as of November 7, 2011, by and between Northeast Deaf and Hard of Hearing Services, Inc. and Hampstead Hospital.
- ggg. Communications Access & Interpreter/CART Referral Services Agreement, dated as of December 23, 2020, by and between Northeast Deaf and Hard of Hearing Services, Inc. and Hampstead Hospital.
- hhh. Agreement, dated as of November 20, 2007, by and between Parkland Medical Center and Hampstead Hospital.
- iii. Agreement, dated as of October 23, 2001, by and between Parkland Medical Center and Hampstead Hospital.
- jjj. Agreement, dated as of May 17, 1991, by and between Parkland Medical Center and Hampstead Hospital.
- kkk. Agreement, dated as of August 6, 1999, by and between Jeffrey D. Rind and Hampstead Hospital.
- lll. Agreement, dated as of January 24, 2000, by and between Knut Roalsvig and Hampstead Hospital.
- mmm. Regulatory Standards Agreement, dated as of January 28, 2003, by and between Summit Dining Services and Hampstead Hospital.
- nnn. Agreement, dated as of November 5, 1987, by and between Urology Associates of Essex North, Inc. and Hampstead Hospital.
- ooo. Property Insurance Policy No. 36025663 (Chubb Group of Insurance Companies)
- ppp. Commercial General Liability Insurance Policy No. 002NH00012784 (ProSelect Insurance Company)
- qqq. Excess Liability Insurance Policy No. 002NH00012784 (ProSelect Insurance Company)
- rrr. Retroactive Professional Insurance Policy No. 002NH00012784 (ProSelect Insurance Company)
- sss. Sexual Misconduct Reimbursement Insurance Policy No. 002NH00012784 (ProSelect Insurance Company)
- ttt. Workers Compensation and Employers' Liability Insurance Policy No. 4067372808 (Crum & Forster Indemnity Company)
- uuu. Microsoft Online Subscription Agreement, by and between Hampstead Hospital and Microsoft Corporation.
- vvv. Invoice, dated as of November 18, 2021, by and between Hampstead Hospital and ABILITY Network Inc.
- www. Order Form, dated as of August 26, 2021, by and between ABILITY Network Inc. and Hampstead Hospital.

- xxx. Commercial Security Agreement, dated as of September 19, 2013, by and between Hampstead Outlook, Inc. DBA Hampstead and People's United Bank, which is to be paid off and released prior to Closing.
- yyy. Promissory Note, dated as of September 19, 2013, by and between Hampstead Outlook, Inc. DBA Hampstead and People's United Bank.
- zzz. Irrevocable Letter of Credit, dated as of September 19, 2013, by and between People's United Bank, Hampstead Outlook d/b/a Hampstead Hospital and United States Fire Insurance Company, as amended by that certain Amendment dated as of September 11, 2015, further amended by that certain Amendment dated as of August 6, 2019.
- aaaa. Service Agreement, by and between Consolidated Communications and Hampstead Hospital.
- bbbb. Rental Agreement, dated as of January 8, 2020, by and between Crystal Hills Spring Water Co. and Hampstead Hospital.
- cccc. Sales Order, dated as of June 23, 2020, by and between Conway Technology Group, LLC and Hampstead Hospital.
- dddd. Maintenance Agreement, dated as of June 23, 2020, by and between Conway Technology Group, LLC and Hampstead Hospital.
- eeee. Agreement re: Children's Behavioral Health Acute Care Treatment, dated as of July 31, 2017, by and between the State of New Hampshire and Hampstead Outlook Inc. dba Hampstead Hospital.
- ffff. Invoice, dated as of December 30, 2020, by and between Coyoteworks Technologies, Inc. and Hampstead Hospital.
- gggg. Invoice, dated as of February 16, 2021, by and between Coyoteworks Technologies, Inc. and Hampstead Hospital.
- hhhh. Statement of Work, dated as of October 2, 2019, by and between Coyoteworks Technologies, Inc. and Hampstead Hospital.
- iiii. Master Agreement, by and between Abbott Rapid Dx North America, LLC and Hampstead Hospital Inc.

Seller has paid the vendors listed in Exhibit 4.07(a)(i) in excess of \$25,000. Seller only has the written contracts listed above with such vendors.

ii.

- a. Master Agreement, dated as of March 6, 2013, by and between Omnicell, Inc. and Hampstead Hospital.
- b. Agreement, dated as of May 13, 2011, by and between Celerity Solutions Group, LLC and Hampstead Hospital.
- c. Service Agreement, dated as of July 1, 2019, by and between Waste Management of New Hampshire, Inc. and Hampstead Hospital.
- d. Agreement, dated as of October 1, 2016, by and between Onsite Drug Testing of New England, LLC and Hampstead Hospital.

- e. Order Form, dated as of August 26, 2021, by and between ABILITY Network Inc. and Hampstead Hospital.
- f. System Access and Services Agreement, dated as of June 1, 2009, by and between American Data Network, LLC and Hampstead Hospital.
- g. ValueOptions Facility Agreement, by and between Hampstead Outlook, Inc dba Hampstead Hospital and ValueOptions, Inc, and all related amendments.
- h. Inpatient/Alternate Care Facility Agreement, dated as of September 12, 2019, by and between HMC HealthWorks, Inc. and Hampstead Outlook, Inc. (dba Hampstead Hospital).
- i. MaineCare Provider Agreement, dated as of January 1, 2012, by and between Maine's Department of Health and Human Services and Hampstead Outlook, Inc.
- j. Tenth Amendment to the Facility Participation Agreement, by and between United Behavioral Health, Inc. and Hampstead Outlook, Inc. dba Hampstead Hospital dated as of February 9, 2015.
- k. Amendment to United Behavioral Health Provider Participation Agreement for VA Community Care Program, by and between United Behavioral Health and Hampstead Hospital.
- l. Agreement re: Children's Behavioral Health Acute Care Treatment, dated as of July 31, 2017, by and between the State of New Hampshire and Hampstead Outlook Inc. dba Hampstead Hospital.
- m. Behavioral Health Provider Agreement, dated as of October 14, 2020, by and between Maine Community Health Options and Hampstead Outlook, Inc. dba Hampstead Hospital.
- n. Facility Participation Agreement, dated as of March 1, 2018, by and between Massachusetts Behavioral Health Partnership and Hampstead Hospital.
- o. Participating Hospital Agreement, dated as of February 22, 2008, by and between Integrated Health Plan, Inc. and Hampstead Outlook Inc. dba Hampstead Hospital.
- p. Participating Provider Agreement, dated as of February 6, 2020, by and between Granite State Health Plan, Inc. and Hampstead Outlook, Inc. dba Hampstead Hospital, as amended by that certain Amendment dated as of September 1, 2019, further amended by that certain Amendment dated as of December 1, 2020.
- q. Network Facility Agreement, dated as of December 21, 2014, by and between E4 Health, Inc. and Hampstead Outlook, Inc. dba Hampstead Hospital.
- r. Agreement, by and between HealthCare Value Management, Inc. and Hampstead Hospital, as amended by that certain Contract Amendment dated as of May 22, 2000, further amended by that certain Contract Amendment dated as of October 24, 2000, further amended by that certain Amendment dated as of April 18, 2005, further amended by that certain Amendment dated as of June 1, 2007.
- s. Hospital Services Agreement, dated as of June 29, 2005, by and between PlanVista Solutions, Inc. and Hampstead Outlook, Inc. dba Hampstead Hospital.
- t. Facility Agreement, dated as of November 1, 2019, by and between Hampstead Outlook, Inc. (dba Hampstead Hospital) and ComPsych Corporation.
- u. Facility Agreement, dated as of December 1, 2019, by and between Anthem Health Plans of New Hampshire, Inc. and Hampstead Hospital, as amended by that certain Amendment dated as of December 1, 2019.

- v. Facility Services Agreement, dated as of February 1, 2019, by and between Aetna Health Management, LLC and Hampstead Hospital.
- w. Hospital Services Agreement, dated as of March 1, 2020, by and between AmeriHealth Caritas New Hampshire, Inc. and Hampstead Hospital.
- x. Services Agreement, dated as of October 25, 2017, by and between Neuro-Rehab Associates, Inc. d/b/a Northeast Rehabilitation Hospital Network and Hampstead Hospital.
- y. Facility Transfer Agreement, dated as of January 1, 2017, by and between HCA Health Services of New Hampshire, Inc. and Hampstead Hospital.
- z. Medical Transportation Services Agreement, dated as of August 1, 2005, by and between American Medical Response Company and Hampstead Hospital.
- aa. Ambulance Services Agreement, dated as of September 1, 2020, by and between Hampstead Hospital and Brewster Ambulance Service.
- bb. Housekeeping and Laundry Service Agreement, dated as of June 29, 2017, by and between Healthcare Services Group, Inc. and Hampstead Hospital.
- cc. Interpreting Services Agreement, dated as of June 13, 2018, by and between Systematech Technical Management Services, Inc. and Hampstead Hospital.
- dd. Antrim Inquiry and Internet Result Access Agreement, dated as of April 30, 2003, by and between Hampstead Hospital and Path Lab, Inc.
- ee. Electricity Sales Agreement, dated as of November 14, 2019, by and between First Point Power, LLC and Hampstead Hospital.
- ff. License Schedule, dated August 3, 2021, by and between Hampstead Hospital and Sophos Limited.
- gg. Invoice, dated as of November 18, 2020, by and between Hampstead Hospital and ABILITY Network Inc.
- hh. Commercial Security Agreement, dated as of September 19, 2013, by and between Hampstead Outlook, Inc. DBA Hampstead and People's United Bank, which is to be paid off and released prior to Closing.
- ii. Promissory Note, dated as of September 19, 2013, by and between Hampstead Outlook, Inc. DBA Hampstead and People's United Bank.
- jj. Service Agreement, by and between Consolidated Communications and Hampstead Hospital.
- kk. Master Agreement, by and between Abbott Rapid Dx North America, LLC and Hampstead Hospital Inc.

iii. None.

iv. None.

v.

- a. Agreement, dated as of February 9, 2021, by and between Garrett Bomba and Hampstead Hospital.
- b. Invoice, dated as of December 30, 2020, by and between Coyoteworks Technologies, Inc. and Hampstead Hospital.
- c. Invoice, dated as of February 15, 2021, by and between Coyoteworks Technologies, Inc. and Hampstead Hospital.

vi.

- a. Value Lease Agreement, dated as of June 23, 2020, by and between U.S. Bank Equipment Finance and Hampstead Outlook, Inc.
- b. Lease Agreement, dated as of August 21, 2020, by and between Pitney Bowes and Hampstead Outlook, Inc.
- c. Commercial Security Agreement, dated as of September 19, 2013, by and between Hampstead Outlook, Inc. DBA Hampstead and People's United Bank, which is to be paid off and released prior to Closing.
- d. Promissory Note, dated as of September 19, 2013, by and between Hampstead Outlook, Inc. DBA Hampstead and People's United Bank.
- e. Irrevocable Letter of Credit, dated as of September 19, 2013, by and between People's United Bank, Hampstead Outlook d/b/a Hampstead Hospital and United States Fire Insurance Company, as amended by that certain Amendment dated as of September 11, 2015, further amended by that certain Amendment dated as of August 6, 2019.
- f. Sales Order, dated as of June 23, 2020, by and between Conway Technology Group, LLC and Hampstead Hospital.
- g. Master Agreement, executed October 4, 2021, by and between Abbott Rapid Dx North America LLC and Hampstead Hospital Inc.

vii.

- a. Veterans Choice Program Provider Agreement, by and between the Department of Veteran Affairs and Hampstead Hospital.
- b. MaineCare Provider Agreement, dated as of January 1, 2012, by and between Maine's Department of Health and Human Services and Hampstead Outlook, Inc.
- c. General Provider Agreement, dated as of January 28, 2019, by and between the Department of Vermont Health Access and Hampstead Hospital.
- d. Agreement re: Children's Behavioral Health Acute Care Treatment, dated as of July 31, 2017, by and between the State of New Hampshire and Hampstead Outlook Inc. dba Hampstead Hospital.
- e. New Hampshire Title XIX Program Provider Participation Agreement, dated as of September 20, 2013, by and between the State of New Hampshire and Hampstead Outlook, Inc.
- f. Provider Enrollment Agreement, dated as of January 25, 2018, by and between the State of Connecticut Department of Social Services and Hampstead Hospital.

viii. None.

ix. None.

x. None.

xi. None.

xii.

- a. ValueOptions Facility Agreement, by and between Hampstead Outlook, Inc dba Hampstead Hospital and ValueOptions, Inc, and all related amendments.
- b. Amendment dated as if February 18, 2019, by and between Magellan Healthcare, Inc. f/k/a Magellan Behavioral Health, Inc. and Hampstead Outlook d/b/a Hampstead Hospital.
- c. Inpatient/Alternate Care Facility Agreement, dated as of September 12, 2019, by and between HMC HealthWorks, Inc. and Hampstead Outlook, Inc. (dba Hampstead Hospital).
- d. Veterans Choice Program Provider Agreement, by and between the Department of Veteran Affairs and Hampstead Hospital.
- e. MaineCare Provider Agreement, dated as of January 1, 2012, by and between Maine's Department of Health and Human Services and Hampstead Outlook, Inc.
- f. Health Care Services Agreement, dated as of June 22, 2020, by and between Health New England, Inc. and Hampstead Outlook, Inc.
- g. General Provider Agreement, dated as of January 28, 2019, by and between the Department of Vermont Health Access and Hampstead Hospital.
- h. Tenth Amendment to the Facility Participation Agreement, by and between United Behavioral Health, Inc. and Hampstead Outlook, Inc. dba Hampstead Hospital dated as of February 9, 2015.
- i. Amendment to United Behavioral Health Provider Participation Agreement for VA Community Care Program, by and between United Behavioral Health and Hampstead Hospital.
- j. Amendment to Agreement between Beacon Health Strategies, LLC and Hampstead Hospital, dated as of December 1, 2013.
- k. Agreement re: Children's Behavioral Health Acute Care Treatment, dated as of July 31, 2017, by and between the State of New Hampshire and Hampstead Outlook Inc. dba Hampstead Hospital.
- l. Amendment to Allied Health Services Provider Agreement, dated as of August 26, 2020, by and between Tufts Associated Health Maintenance Organization, Inc., Total Health Plan, Inc. and Hampstead Hospital.

- m. Health Services Agreement, dated as of January 1, 2019, by and between Hampstead Outlook, Inc. dba Hampstead Hospital and Tufts Associated Health Maintenance Organization, Inc.
- n. Amendment to the Agreement between Tufts Health Public Plans, Inc. and Hampstead Outlook, Inc. dba Hampstead Hospital, dated as of July 1, 2021.
- o. New Hampshire Title XIX Program Provider Participation Agreement, dated as of September 20, 2013, by and between the State of New Hampshire and Hampstead Outlook, Inc.
- p. Participating Provider Agreement, dated as of November 22, 1997, by and between Managed Health Network, Inc. and Hampstead Hospital, as amended by that certain Twelfth Amendment dated March 1, 2015, further amended by that certain Thirteenth Amendment dated as of July 1, 2017.
- q. Attachment A to the Agreement, dated as of July 1, 2018, by and between Modern Assistance Programs, Inc. and Hampstead Outlook, Inc. dba Hampstead Hospital.
- r. Behavioral Health Provider Agreement, dated as of October 14, 2020, by and between Maine Community Health Options and Hampstead Outlook, Inc. dba Hampstead Hospital.
- s. Facility Participation Agreement, dated as of March 1, 2018, by and between Massachusetts Behavioral Health Partnership and Hampstead Hospital.
- t. Amendment Number Seven to the Participation Agreement by and between Mainehealth Accountable Care Organization and Hampstead Outlook, Inc. dba Hampstead Hospital, dated as of June 15, 2020.
- u. Participating Hospital Agreement, dated as of February 22, 2008, by and between Integrated Health Plan, Inc. and Hampstead Outlook Inc. dba Hampstead Hospital.
- v. Participating Provider Agreement, dated as of February 6, 2020, by and between Granite State Health Plan, Inc. and Hampstead Outlook, Inc. dba Hampstead Hospital, as amended by that certain Amendment dated as of September 1, 2019, further amended by that certain Amendment dated as of December 1, 2020.
- w. Network Facility Agreement, dated as of December 21, 2014, by and between E4 Health, Inc. and Hampstead Outlook, Inc. dba Hampstead Hospital.
- x. Participating Hospital Agreement, dated as of February 1, 2012, by and between Coventry Health Care National Network, Inc. and Hampstead Hospital, as amended by that certain Amendment dated as of February 1, 2012, further amended by that certain Amendment dated as of August 1, 2013.
- y. Agreement, by and between HealthCare Value Management, Inc. and Hampstead Hospital, as amended by that certain Contract Amendment dated as of May 22, 2000, further amended by that certain Contract Amendment dated as of October 24, 2000, further amended by that certain Amendment dated as of April 18, 2005, further amended by that certain Amendment dated as of June 1, 2007.
- z. Amendment to the Contract between Hampstead Hospital and First Health Network, dated as of June 1, 2002.
- aa. Amendment to the Contract between Hampstead Hospital and First Health Network, dated as of April 1, 2001.
- bb. Affordable Health Care Concepts Hospital Contract, dated as of July 1, 1992, by and between Affordable Health Care Concepts and Hampstead Hospital as

- amended by that certain Amendment dated as of July 15, 1992, further amended by that certain Amendment dated as of August 1, 1994, further amended by that certain Amendment dated as of February 1, 2000
- cc. Provider Enrollment Agreement, dated as of January 25, 2018, by and between the State of Connecticut Department of Social Services and Hampstead Hospital.
 - dd. Facility Agreement, dated as of November 1, 2019, by and between Hampstead Outlook, Inc. (dba Hampstead Hospital) and ComPsych Corporation.
 - ee. Amendment to Institutional Services Agreement between Cigna Behavioral Health and Hampstead Hospital, dated as of March 27, 2019.
 - ff. Amendments to agreement between Beacon Health Strategies, IPA, LLC and Hampstead Hospital dated March 30, 2012, January 1, 2013, April 1, 2013, July 1, 2013, January 1, 2014, July 1, 2018.
 - gg. Facility Agreement, dated as of December 1, 2019, by and between Anthem Health Plans of New Hampshire, Inc. and Hampstead Hospital, as amended by that certain Amendment dated as of December 1, 2019.
 - hh. Facility Services Agreement, dated as of February 1, 2019, by and between Aetna Health Management, LLC and Hampstead Hospital.
 - ii. Hospital Services Agreement, dated as of March 1, 2020, by and between AmeriHealth Caritas New Hampshire, Inc. and Hampstead Hospital.
 - jj. Facility Transfer Agreement, dated as of January 1, 2017, by and between HCA Health Services of New Hampshire, Inc. and Hampstead Hospital.
 - kk. Amendment to Health Services Agreement, by and between Tufts Health Plan and Hampstead Hospital dated January 1, 2019.
 - ll. Amendment Number One to the Facility Provider Agreement, dated as of July 16, 2021, by and between Granite State Health Plan, Inc. and Hampstead Outlook, Inc. dba Hampstead Hospital.
 - mm. Substance Use Disorder Facility Incentive Program Participation Attachment to the Anthem Facility Agreement, dated as of October 1, 2018.
 - nn. Amendment to the Anthem Blue Cross and Blue Shield Facility Agreement, dated as of January 1, 2019.
 - oo. Section 4.07(a)(xiii) of these Disclosure Schedules is incorporated herein by reference.

xiii.

- a. Facility Transfer Agreement, dated as of January 1, 2017, by and between HCA Health Services of New Hampshire, Inc. and Hampstead Hospital.
- b. Value Lease Agreement, dated as of June 23, 2020, by and between U.S. Bank Equipment Finance and Hampstead Outlook, Inc.
- c. Lease Agreement, dated as of August 21, 2020, by and between Pitney Bowes and Hampstead Outlook, Inc.
- d. Agreement, dated as of March 26, 1987, by and between Access Sports Medicine & Orthopedics and Hampstead Hospital.
- e. Agreement, dated as of February 12, 2016, by and between Access Sports Medicine & Orthopedics and Hampstead Hospital.

- f. Agreement, dated as of December 29, 1999, by and between American Medical Response and Hampstead Hospital.
- g. Agreement, dated as of July 13, 1995, by and between Hampstead Hospital and Ambulance Systems of America/Chaulk Services.
- h. Medical Transportation Services Agreement, dated as of August 1, 2005, by and between American Medical Response Company and Hampstead Hospital.
- i. Agreement, dated as of February 9, 2021, by and between Garrett Bomba and Hampstead Hospital.
- j. Ambulance Services Agreement, dated as of September 1, 2020, by and between Hampstead Hospital and Brewster Ambulance Service.
- k. Agreement, dated as of April 15, 2013, by and between CHAD at Wentworth Douglass Hospital and Hampstead Hospital.
- l. Agreement, dated as of October 23, 1997, by and between Maurice Cohen and Hampstead Hospital.
- m. Agreement, dated as of June 14, 2013, by and between ConvenientMD and Hampstead Hospital.
- n. Agreement, dated as of February 1, 2002, by and between Endodontic Specialists and Hampstead Hospital.
- o. Agreement, dated as of January 6, 2000, by and between Exeter Hospital and Hampstead Hospital, and the related Agreement to Provide Hospital Services, dated as of January 1, 2000, by and between Exeter Hospital and Hampstead Hospital.
- p. Agreement, dated as of September 5, 2001, by and between Exeter Hospital and Hampstead Hospital.
- q. Agreement, dated as of June 21, 2008, by and between Gwendolyn Gladstone and Hampstead Hospital.
- r. Housekeeping and Laundry Service Agreement, dated as of June 29, 2017, by and between Healthcare Services Group, Inc. and Hampstead Hospital.
- s. Agreement, dated as of April 28, 2003, by and between James Holland and Hampstead Hospital.
- t. Interpreting Services Agreement, dated as of June 13, 2018, by and between Systematich Technical Management Services, Inc. and Hampstead Hospital.
- u. Agreement, dated as of June 15, 2015, by and between International Medical Interpreters of the North Shore, Inc. and Hampstead Hospital.
- v. Agreement, dated as of May 26, 1995, by and between Marc D. Klein and Hampstead Hospital.
- w. Agreement, dated as of April 25, 1995, by and between PathLabs, Inc. and Hampstead Hospital.
- x. Agreement, dated as of February 3, 1997, by and between PathLabs, Inc. and Hampstead Hospital.
- y. Agreement for Laboratory Services, dated as of December 17, 1994, by and between Path Lab, Inc. and Hampstead Outlook, Inc. d/b/a Hampstead Hospital, as amended by that certain Amendment dated January 1, 1997.
- z. Antrim Inquiry and Internet Result Access Agreement, dated as of April 30, 2003, by and between Hampstead Hospital and Path Lab, Inc.

- aa. MedAssets Letter of Commitment, dated as of November 1, 2005, by and between Laboratory Corporation of America Holdings and Hampstead Hospital.
- bb. Amendment to the Result Delivery System and Restricted Use Agreement, dated as of March 9, 2006, by and between Laboratory Corporation of America Holdings and Hampstead Hospital.
- cc. Service Agreement, dated as of April 1, 2012, by and between Lutheran Community Services, Inc. and Hampstead Hospital.
- dd. Agreement, dated as of December 27, 1999, by and between Londonderry Oral Surgery and Hampstead Hospital.
- ee. Agreement, dated as of June 13, 1996, by and between Anthony Marino and Hampstead Hospital.
- ff. Mobile X-Ray and EKG Services Agreement, dated as of July 27, 2006, by and between Hampstead Hospital and Symphony Diagnostic Services No. 1, Inc. dba MobilexUSA.
- gg. Agreement, dated as of October 30, 1989, by and between New England Neurological Associates, P.C. and Hampstead Hospital.
- hh. Agreement, dated as of June 12, 1995, by and between New England Neurological Associates, P.C. and Hampstead Hospital.
- ii. Agreement, dated as of January 24, 2003, by and between New England Neurological Associates, P.C. and Hampstead Hospital.
- jj. Agreement, dated as of November 7, 2011, by and between Northeast Deaf and Hard of Hearing Services, Inc. and Hampstead Hospital.
- kk. Communications Access & Interpreter/CART Referral Services Agreement, dated as of December 23, 2010, by and between Northeast Deaf and Hard of Hearing Services, Inc. and Hampstead Hospital.
- ll. Agreement, dated as of August 17, 2007, by and between Northeast Dermatology Assoc. and Hampstead Hospital.
- mm. Agreement, dated as of January 25, 1999, by and between Northeast Rehabilitation Hospital and Hampstead Hospital and related Services Agreement dated October 25, 2017.
- nn. Services Agreement, dated as of October 25, 2017, by and between Neuro-Rehab Associates, Inc. db/a Northeast Rehabilitation Hospital Network and Hampstead Hospital.
- oo. Agreement, dated as of November 20, 2007, by and between Parkland Medical Center and Hampstead Hospital.
- pp. Agreement, dated as of October 23, 2001, by and between Parkland Medical Center and Hampstead Hospital.
- qq. Agreement, dated as of April 30, 1991, by and between Associated Radiologists, P.A. and Hampstead Hospital.
- rr. Agreement, dated as of May 17, 1991, by and between Parkland Medical Center and Hampstead Hospital.
- ss. Agreement, dated as of May 15, 1986, by and between Partners for Women's Health PA and Hampstead Hospital.
- tt. Agreement, dated as of August 6, 1999, by and between Jeffrey D. Rind and Hampstead Hospital.

- uu. Agreement, dated as of January 24, 2000, by and between Knut Roalsvig and Hampstead Hospital.
- vv. Agreement for Ambulance Services, dated as of May 1, 2009, by and between Trinity E.M.S., Inc. and Hampstead Hospital.
- ww. The Summit Agreement.
- xx. Regulatory Standards Agreement, dated as of January 28, 2003, by and between Summit Dining Services and Hampstead Hospital.
- yy. Agreement, dated as of November 5, 1987, by and between Urology Associates of Essex North, Inc. and Hampstead Hospital.
- zz. Rental Agreement, dated as of January 8, 2020, by and between Crystal Hills Spring Water Co. and Hampstead Hospital.
- aaa. Business Associate Agreement, dated as of September 20, 2009, by and between Hampstead Hospital and Language Services Assoc.
- bbb. Order Form, dated as of August 26, 2021, by and between ABILITY Network Inc. and Hampstead Hospital.
- ccc. System Access and Services Agreement, dated as of June 1, 2009, by and between American Data Network, LLC and Hampstead Hospital.
- ddd. Agreement, dated as of May 13, 2011, by and between Celerity Solutions Group, LLC and Hampstead Hospital.
- eee. Master Agreement, dated as of March 6, 2019, by and between Omnicell, Inc. and Hampstead Hospital.
- fff. Invoice, dated as of March 26, 2020, by and between Omnicell, Inc. and Hampstead Hospital.
- ggg. Invoice 91018866, dated as of March 30, 2020, by and between Omnicell, Inc. and Hampstead Hospital.
- hhh. Invoice 91018886, dated as of March 30, 2020, by and between Omnicell, Inc. and Hampstead Hospital.
- iii. Agreement, dated as of October 1, 2016, by and between Onsite Drug Testing of New England, LLC and Hampstead Hospital.
- jjj. License Schedule, dated August 3, 2021, by and between Hampstead Hospital and Sophos Limited.
- kkk. Microsoft Online Subscription Agreement, by and between Hampstead Hospital and Microsoft Corporation.
- lll. Invoice, dated as of November 18, 2021, by and between Hampstead Hospital and ABILITY Network Inc.
- mmm. Service Agreement, by and between Consolidated Communications and Hampstead Hospital.
- nnn. Sales Order, dated as of June 23, 2020, by and between Conway Technology Group, LLC and Hampstead Hospital.
- ooo. Maintenance Agreement, dated as of June 23, 2020, by and between Conway Technology Group, LLC and Hampstead Hospital.
- ppp. Master Agreement, by and between Abbott Rapid Dx North America, LLC and Hampstead Hospital Inc.

- xiv. Collective Bargaining Agreement, August 1, 2019 to March 31, 2020, by and between Hampstead Hospital and State Employees' Association of NH, Inc. Service Employees International Union, Local 1984, CTW, CLC.

- xv. None.

Redacted
Public Version

Exhibit 4.07(a)(i)

Row Labels	Sum of Document Amount
SUM11	\$16,563,811.52
UNIDINE	\$16,563,811.52
HPHC1	\$12,177,441.63
HARVARD PILGRIM HEALTH CARE	\$12,177,441.63
2112	\$10,971,445.46
UNITED STATES TREASURY	\$10,971,445.46
245	\$5,337,697.72
ANTHEM BC & BS	\$5,337,697.72
610	\$4,714,650.00
OCEAN NATIONAL BANK	\$4,714,650.00
MIL101	\$4,449,307.42
EMAD MILAD, MD	\$4,449,307.42
323	\$4,338,516.05
CARDINAL HEALTH	\$4,338,516.05
179	\$4,202,000.00
HENRY D AUDESSE TRUST, 1997	\$4,202,000.00
800	\$3,639,115.00
TOWN OF HAMPSTEAD	\$3,639,115.00
EVA22	\$3,599,754.53
JOSEPH EVANS CONSTRUCTION SERVICES, LLC	\$3,599,754.53
2108	\$3,504,329.63
CRUM & FORSTER/UNITED STATES FIRE INS	\$3,504,329.63
1860	\$3,356,456.29
M ROMANOWSKY, M.D.	\$3,356,456.29
1141	\$3,293,491.41
MICHAEL J. KNIGHT, M.D.	\$3,293,491.41
181	\$3,000,000.00
AUDESSE FAMILY IRREVOCABLE TRUST 1997	\$3,000,000.00
275	\$2,692,309.47
KENNETH BROWN, MDMPH	\$2,692,309.47
GEN11	\$2,500,000.00
GENWORTH FINANCIAL TRUST CO.	\$2,500,000.00
1314	\$2,254,032.21
B L MANZANERO, MD PC	\$2,254,032.21
OWE11	\$2,161,546.79
CARDINAL HEALTH PHARMACY MGMNT	\$2,161,546.79
1688	\$1,809,469.03
EVERSOURCE	\$1,809,469.03
1921	\$1,718,203.06
MICHELE SAIDEL, MD	\$1,718,203.06
HCSG11	\$1,603,113.86
HEALTHCARE SERVICES GROUP, INC.	\$1,603,113.86
LOC22	\$1,528,846.08
LOCUMTENENS	\$1,528,846.08
815	\$1,287,543.11
HARTMANN OIL CO.,INC.	\$1,287,543.11
BEA11	\$1,263,330.60
MALCOLM BEAUDETT, MD	\$1,263,330.60
HD102	\$1,244,000.00
H D AUDESSE TRUST FBO SHARON MACCORD	\$1,244,000.00
1606	\$1,165,510.17
LAB CORP/PATH LAB	\$1,165,510.17
1476	\$1,146,011.08
DELTA DENTAL/VISION	\$1,146,011.08
JOH11	\$1,140,193.48
RICHARD JOHANSSON	\$1,140,193.48
VIJ11	\$1,129,768.31

MARINA VIJAYAKANTHAN	\$1,129,768.31
CAP11	\$1,075,892.40
CAPITAL ONE FSB	\$1,075,892.40
1329	\$1,057,719.14
MFS	\$1,057,719.14
HAM11	\$1,000,000.00
THE HAMILTON GROUP	\$1,000,000.00
1441	\$994,344.61
STATE OF NH - BUSINESS TAX	\$994,344.61
AUD22	\$980,000.00
NANCY AUDESSE	\$980,000.00
1209	\$908,198.19
LaBRIE PROPERTY MAINTENANCE &	\$908,198.19
COV11	\$856,104.42
COVERYS	\$856,104.42
1301	\$812,433.73
COMMONWEALTH OF MASS	\$812,433.73
BER237	\$760,929.23
BERRY DUNN	\$760,929.23
HD101	\$754,000.00
H D AUDESSE TRUST FBO NANCY ACHIN AUDESSE	\$754,000.00
1444	\$664,536.93
NHSEA	\$664,536.93
1828	\$659,343.01
BRADLEY REYNOLDS, EdD	\$659,343.01
AUD11	\$633,000.00
AUDESSE FAMILY IRREVOCABLE TRUST	\$633,000.00
180	\$563,295.56
HENRY AUDESSE	\$563,295.56
AIG11	\$560,715.00
AMERICAN INTERNATIONAL GROUP	\$560,715.00
WBM11	\$557,708.46
WB MASON COMPANY	\$557,708.46
FOR11	\$528,217.48
ASSURANT/FORTIS BENEFITS	\$528,217.48
LEV11	\$489,633.70
LEVASSEUR ELECTRICAL CONTRACTORS INC	\$489,633.70
PRE22	\$485,741.35
PREMIUM ASSIGNMENT CORP	\$485,741.35
PFG11	\$474,151.07
PRINCIPAL FINANCIAL GROUP	\$474,151.07
1232	\$471,980.59
LIBERTY MUTUAL GROUP	\$471,980.59
CEL311	\$454,349.96
CELERITY SOLUTIONS GROUP LLC	\$454,349.96
AIR019	\$434,660.05
AIR TECHNOLOGIES INC	\$434,660.05
2316	\$424,974.16
JONATHAN S WEISS M.D	\$424,974.16
361	\$373,979.63
CONLON PRODUCTS	\$373,979.63
2307	\$366,020.03
WASTE MANAGEMENT OF N.H.	\$366,020.03
1319	\$318,323.77
STATE OF MAINE, TREASURER	\$318,323.77
HD103	\$311,000.00
H D AUDESSE TRUST FBO SUSAN SEITZ	\$311,000.00
280	\$289,172.29

BURKE & SONS	\$289,172.29
606	\$287,683.00
FEATHER FLOOR / GARY FEATHER	\$287,683.00
AFL11	\$266,093.55
AFLAC WWWHQ	\$266,093.55
OMN11	\$264,042.74
OMNICELL, INC	\$264,042.74
IND11	\$259,836.00
INDUSTRIAL ROOFING & SIDING CO.	\$259,836.00
1447	\$250,054.03
STATE OF NH - DHHS	\$250,054.03
1300	\$248,396.23
COMMONWEALTH OF MASS - CHILD SUP	\$248,396.23
405	\$240,837.35
D&D LITHOGRAPHERS	\$240,837.35
GLA11	\$235,926.39
AGERA ENERGY	\$235,926.39
50887	\$217,448.00
DIAMOND PAVING INC.	\$217,448.00
888	\$215,843.80
CHASE CARD SERVICES	\$215,843.80
1326	\$215,042.50
MEDLINE INDUSTRIES	\$215,042.50
1872	\$211,455.89
RODMAN INSURANCE AGENCY INC	\$211,455.89
NEW11	\$205,409.89
NEW HORIZON COMMUNICATIONS	\$205,409.89
GER11	\$203,046.41
GERIATRIC MEDICAL	\$203,046.41
1445	\$196,145.18
STATE OF NH - ADMIN	\$196,145.18
ADE11	\$193,416.89
ADEL-XT COMPUTER CO	\$193,416.89
1437	\$182,118.52
NH HOSPITAL ASSOCIATION	\$182,118.52
507	\$180,464.81
EAST COAST LUMBER	\$180,464.81
SUN11	\$176,434.24
SUN LIFE FINANCIAL	\$176,434.24
LOP11	\$175,776.00
IVAN LOPEZ, MD	\$175,776.00
2030	\$168,990.00
ST PAUL TRAVELERS	\$168,990.00
51165	\$160,823.64
CENTRAL REGION-CCOA LOCKBOX	\$160,823.64
TGL11	\$155,682.39
THE GUARDIAN LIFE INSURANCE CO	\$155,682.39
1605	\$154,908.01
PARKLAND MEDICAL CENTER	\$154,908.01
1931	\$150,000.00
YEAR 1999/2001/2002	\$150,000.00
1303	\$148,394.06
COMMONWEALTH OF MASS (HA)	\$148,394.06
AXE11	\$145,155.00
SANDRA AXELROD/AXELROD CONSULT	\$145,155.00
818	\$140,748.94
HAMPSHIRE FIRE PROTECTION CO., LLC	\$140,748.94
LIG1245	\$139,227.86

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LIGHTSHIP/ONE COMMUNICATIONS	\$139,227.86
386	\$138,288.76
CONWAY TECHNOLOGY GROUP	\$138,288.76
COY11	\$138,115.40
COYOTEWORKS TECHNOLOGIES, INC.	\$138,115.40
NOR11	\$137,169.80
NORIX GROUP INC	\$137,169.80
MEM11	\$133,752.00
MEDICAL MUTUAL INS CO OF MAINE	\$133,752.00
744	\$124,815.43
GRAINGER, INC.	\$124,815.43
1615	\$123,744.00
PEERLESS INSURANCE	\$123,744.00
MY11	\$123,137.88
MYIT COMPUTER SERVICES	\$123,137.88
244	\$118,335.38
ANTHEM BC & BS	\$118,335.38
PET102	\$118,112.50
PETE'S SEWER SERVICE	\$118,112.50
910	\$115,045.41
YEAR 2003	\$115,045.41
1304	\$112,951.82
McKITTRICK LAW OFFICES	\$112,951.82
QUL11	\$111,163.28
QUILL CORP	\$111,163.28
950	\$109,742.00
YEAR 2004	\$109,742.00
MAR11	\$109,482.00
MARCHAND PAINTING	\$109,482.00
HIL802	\$107,411.30
HILLYARD/MANCHESTER	\$107,411.30
1826	\$107,300.00
RESERVE ACCOUNT	\$107,300.00
1967	\$107,045.38
STANLEY ELEVATOR CO.	\$107,045.38
USB11	\$107,010.27
US BANK EQUIPMENT FINANCE INC	\$107,010.27
JCR757	\$106,842.85
JOINT COMMISSION	\$106,842.85
TRA11	\$106,549.00
TRAVELERS INDEMNITY COMPANY	\$106,549.00
EAT11	\$105,440.04
EATON DOOR AND FRAME	\$105,440.04
SOF11	\$104,420.69
SOFTWRITERS INC.	\$104,420.69
238	\$97,557.28
BERUBE & SONS ELECTRICAL SERV	\$97,557.28
INV11	\$96,904.96
THE STANDARD INVESTMENT	\$96,904.96
NAT514	\$96,763.53
NATIONAL BUSINESS FURNITURE	\$96,763.53
CAL09	\$93,225.20
CALDAROLA DESIGN ASSOCIATES PC	\$93,225.20
LORD11	\$90,491.69
KELLY LORD	\$90,491.69
CHU11	\$87,519.00
CHUBB	\$87,519.00
1985	\$86,782.95

SYSKO FOOD SERV OF	\$86,782.95
STA13	\$85,020.00
STATURE SOFTWARE	\$85,020.00
MOB11	\$84,127.22
MOBILEX USA	\$84,127.22
ARB11	\$83,843.00
ARBELLA INSURANCE GROUP	\$83,843.00
1134	\$82,853.00
THOMAS P KIMBALL	\$82,853.00
176	\$79,395.33
ANTHEM BLUE CROSS	\$79,395.33
PET101	\$76,970.00
PETTY CASH	\$76,970.00
HAM038	\$76,460.25
HAMPSTEAD PRINT & COPY	\$76,460.25
2007	\$74,634.30
THIS END UP FURNITURE CO	\$74,634.30
368	\$73,709.75
CPI/CRISIS PREVENTION INSTITUTE	\$73,709.75
1955	\$73,057.28
SERVICE CREDIT UNION	\$73,057.28
808	\$72,198.08
HANNAFORD/DELHAIZE	\$72,198.08
1956	\$71,171.19
MILTON CAT	\$71,171.19
1220	\$68,158.01
THE EAGLE TRIBUNE (NO NOT USE)	\$68,158.01
STA12	\$66,813.81
STAPLES ADVANTAGE	\$66,813.81
AT176	\$66,108.90
COMCAST	\$66,108.90
991	\$65,400.00
VONDA HAAS-RUEDA	\$65,400.00
VER310	\$64,891.07
FAIR POINT/ VERIZON	\$64,891.07
CER666	\$64,528.71
CERTAPRO PAINTERS	\$64,528.71
50094	\$64,170.00
THOMAS BENJAMIN	\$64,170.00
1140	\$63,360.22
PHIL KUBIAK	\$63,360.22
NAG11	\$63,000.00
NANCY NAGER/ SPECIALIZED HEALTH MGT	\$63,000.00
258	\$62,662.26
BOSTON TEXTILE CO INC	\$62,662.26
BAN11	\$62,568.60
JEAN BANVILLE, APRN	\$62,568.60
1428	\$61,458.71
NH DHHS.CHILD SUPPORT	\$61,458.71
OCC11	\$60,406.50
CONCENTRA/OCCUPATIONAL HEALTH CENTERS	\$60,406.50
LEE101	\$58,259.07
HALO BRANDED SOLUTIONS	\$58,259.07
CRY11	\$58,228.35
CRYSTAL HILLS SPRING WATER COMPANY	\$58,228.35
1442	\$58,025.70
STATE OF NH-TREASURER-LIC/LABOR/PHARM	\$58,025.70
TEL22	\$56,108.80

Redacted
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TELEPHONE & NETWORK TECHNOLOGIES INC	\$56,108.80
457	\$55,603.90
MELISSA TUSCANO	\$55,603.90
VIE11	\$55,540.00
NANCY VIEIRA	\$55,540.00
ALT11	\$55,321.21
ALTERNATIVE SALES CORP	\$55,321.21
BOM11	\$55,000.00
GARRETT BOMBA, MD	\$55,000.00
1607	\$54,250.45
UPTech COMPUTER/PC WAREHOUSE	\$54,250.45
1120	\$53,865.00
YEAR 1999/2001/2002	\$53,865.00
2035	\$53,675.84
TRAYNOR GLASS CO. INC.	\$53,675.84
IRA11	\$52,870.00
IRA AUDI	\$52,870.00
1821	\$51,024.61
RAM PRINTING, INC.	\$51,024.61
CLD11	\$50,653.16
CLIMATE DESIGN	\$50,653.16
SHU11	\$50,585.59
JENNIFER SHUART	\$50,585.59
1970	\$50,209.44
STAR SIGN LLC	\$50,209.44
AMG11	\$50,000.00
ALPHA MEDICAL GROUP, LLC	\$50,000.00
136	\$49,993.46
CARDINAL HEALTH MEDICAL PRODUCTS	\$49,993.46
KIM11	\$48,775.00
KIMBALL TREE SERVICE	\$48,775.00
STP11	\$48,637.50
ANGELA T. ST. PETER	\$48,637.50
HSU11	\$48,260.00
ELLEN HSU	\$48,260.00
1426	\$47,984.13
NEW AGE MAILING ASSOCIATION	\$47,984.13
VER11	\$47,368.27
VERIZON WIRELESS	\$47,368.27
1934	\$47,172.41
SEACOAST MEDIA GROUP	\$47,172.41
COM11	\$46,843.44
COMCAST BUSINESS	\$46,843.44
ADN11	\$44,640.00
AMERICAN DATA NETWORK	\$44,640.00
AMA11	\$44,634.88
AMAZON CAPITAL SERVICES, INC.	\$44,634.88
781	\$44,330.16
GREENSKEEPER	\$44,330.16
1846	\$43,550.00
DERRY NEUROLOGICAL	\$43,550.00
STE22	\$43,460.40
STERLING LINEN SERVICES, LLC	\$43,460.40
BR111	\$43,389.99
BROADVIEW NETWORKS	\$43,389.99
SUN111	\$43,364.68
SUNLIFE OF CANADA	\$43,364.68
1628	\$42,596.58

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Public Version

PITNEY BOWES GLOBAL FINANCIAL SERVICES	\$42,596.58
1965	\$42,558.55
S&S WORLDWIDE	\$42,558.55
MED178	\$41,693.86
MEDI-DOSE INC	\$41,693.86
2425	\$41,304.67
YANKEE EQUIPMENT SYSTEMS INC	\$41,304.67
1001	\$40,781.95
JOINT COMMISSION/ JCAHO (DO NOT USE)	\$40,781.95
TET11	\$40,521.14
TETRA TAX GROUP	\$40,521.14
COP22	\$40,451.89
PGI/PREMIERE GLOBAL SERVICES	\$40,451.89
COM12	\$40,000.00
COMPHEALTH ASSOCIATES INC	\$40,000.00
MBS11	\$39,870.75
MERRIMACK BUILDING SUPPLY	\$39,870.75
ROOF11	\$39,628.09
ROOF MANAGEMENT SERVICES LLC	\$39,628.09
1221	\$39,466.49
LINDSAY WATER CONDITIONING	\$39,466.49
826	\$39,075.52
HEALTH CARE LOGISTICS	\$39,075.52
266	\$38,101.50
OFFICEMAX	\$38,101.50
MAL11	\$37,265.00
MALTHOUSE CONSTRUCTION LLC	\$37,265.00
NAT44	\$37,176.00
NATIONAL TEST SYSTEMS	\$37,176.00
SRE11	\$36,259.43
SOUTHEASTERN REGIONAL EDUC	\$36,259.43
1940	\$36,187.58
SHEEHAN PHINNEY BASS	\$36,187.58
FEC11	\$36,121.00
JAMES FECTEAU MD	\$36,121.00
TOS11	\$35,905.38
TOSHIBA AMERICA INFO SYSTEM	\$35,905.38
EBE11	\$34,000.00
CYNTHIA EBELACKER, APRN	\$34,000.00
SEN11	\$33,750.00
SENTIENT PARTNERS, INC.	\$33,750.00
KTC11	\$33,652.70
KEVIN TRACEY COMPANIES, LLC	\$33,652.70
110	\$33,082.05
ACCENT	\$33,082.05
NHI60	\$32,660.00
NEW HAMPSHIRE INSURANCE SERVICES	\$32,660.00
KAL11	\$32,253.13
KAL-LITE	\$32,253.13
1318	\$31,067.00
MAINE REVENUE SERVICES	\$31,067.00
COMM11	\$30,681.00
COMMONWEALTH NISSAN	\$30,681.00
NWW2	\$30,541.75
NORTHEAST WATER WELLS INC	\$30,541.75
955	\$29,304.87
US TREASURY EMPLOYEE PAYMENTS	\$29,304.87
165	\$29,041.23

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AMR/AMERICAN MEDICAL RESPONSE MASS	\$29,041.23
SHE1941	\$29,003.32
PATRICIA SHEA	\$29,003.32
326	\$29,003.27
CENTRAL PAPER PROD.	\$29,003.27
2005	\$28,854.07
TAB PRODUCTS CO.	\$28,854.07
KWA11	\$28,493.41
KWALU LLC	\$28,493.41
1966	\$28,030.00
STEWARTS SEPTIC SERVICE/J&S	\$28,030.00
1413	\$27,800.00
YEAR 1999	\$27,800.00
992	\$27,565.00
TARA CONROY	\$27,565.00
IDE902	\$27,530.00
IDeACOM	\$27,530.00
VER2201	\$27,050.03
UAL / RR DONNELLEY	\$27,050.03
234	\$26,762.00
BNA - BUREAU OF NATIONAL AFFAIRS	\$26,762.00
170	\$26,675.00
A SEWER SERVICE/MATT CHASE	\$26,675.00
407	\$26,459.08
DANIEL'S LOCK & SAFE	\$26,459.08
CIS118	\$26,217.99
COMPUTER INFORMATION SYSTEMS CO	\$26,217.99
TEC12	\$26,105.85
TECTURA CORP	\$26,105.85
1969	\$25,371.11
STAPLES CREDIT PLAN	\$25,371.11
LUT22	\$25,118.99
LANGUAGE BANK/ASCENTRIA	\$25,118.99
1404	\$25,008.00
NATIONAL & REGIONAL	\$25,008.00
1957	\$25,005.33
SPECIALIZED HEALTH	\$25,005.33

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Section 4.08(a)

Title to Purchased Assets

1. Commercial Security Agreement, dated as of September 19, 2013, by and between Hampstead Outlook, Inc. DBA Hampstead and People's United Bank, which is to be paid off and released prior to Closing.
2. Value Lease Agreement, dated as of June 23, 2020, by and between U.S. Bank Equipment Finance and Hampstead Outlook, Inc., which is to be paid off and released prior to Closing.

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Section 4.10(a)
Owned Real Property

PARCEL ONE (218 East Road, Hampstead, NH – Tax Map 13, Lot 3 – Location of Hospital)

Two certain parcels of land with the buildings thereon situated in Hampstead, Rockingham County, State of New Hampshire, more particularly bounded and described as follows:

PARCEL I: A certain tract of land with the buildings thereon situated in said Hampstead, on the easterly side of the highway leading from Hampstead Town Hall to Westville and southerly by land formerly of H. W. Mills, now owned or occupied by one Wendell; Easterly by land formerly of Tristram Little; Northerly by said Little land; and Westerly by the aforesaid highway. Containing 20 acres more or less.

There is excepted from the first above described premises the following tract of land conveyed by Jack G. Hill to James E. Kelly et ux by deed dated October 21, 1954, and recorded in said records, Book 1334, Page 318, as amended by corrective deed dated April 29, 1960, recorded in said Records, Book 1545, Page 92:

A certain tract of land with the buildings thereon situated in said Hampstead, on the easterly side of the highway leading from Hampstead Town Hall to Westville, bounded and described as follows:

Commencing at a corner by said Highway and land formerly of H. W. Mills and one Wendell, at present owned and occupied by one Wentworth;

Thence by Mills land four hundred twelve (412) feet direction North 65° East along a stone wall;

Thence four hundred forty four (444) feet direction North 25° West along a stone wall;

Thence four hundred ninety five (495) feet direction Southwest along a stone wall to aforesaid highway;

Thence running in a southeasterly direction by said highway to the point of beginning. Containing 4 ½ acres more or less.

PARCEL II: A certain tract of land situated in said Hampstead on the easterly side of the aforesaid highway bounded as follows:

Commencing at a corner of said highway and land of Chamberlain, formerly of E. F. Noyes Place;

Thence by said Chamberlain land to land of Carl Mills, formerly of John Mills;

Thence by Mills land to land formerly of J. P. Little;

Thence by said J. P. Little land to land formerly occupied by Joseph Morse to land formerly owned or occupied by Aaron Johnson;

Thence by said former Johnson land to corner of Home farm of Albert H. Little;

Thence by said Albert H. Little land about 200 rods in a straight line to a stake and stones by the highway aforesaid, opposite the schoolhouse;

Thence by the highway to the point of beginning.

Containing 75 acres more or less.

The above-described Parcels I and II are also described as follows:

A certain parcel of land with the buildings thereon situated in Hamstead, Rockingham County, State of New Hampshire, more particularly bounded and described as follows:

Beginning at a point on the Easterly side of East Road, said point being a concrete bound located 1020'± southeasterly from the R.O.W. of Rt. 111;

Thence running Southeasterly along said East Road One Thousand four hundred forty-one 34/100 (1,441.34) feet;

Thence turning and running Northerly Four Hundred Seventy-six 90/100 (476.90) feet by land now or formerly of A. McCusker;

Thence turning and running Southerly Four Hundred forty-eight 01/100 (448.01) feet by said land now or formerly of said A. McCusker;

Thence turning and running Easterly One Thousand Six Hundred fifty 50/100 (1,650.50) feet by land now or formerly of P.W. Wentworth;

Thence turning and running Northwesterly Nine hundred forty-three 19/100 (943.19) feet by land now or formerly of J. P. Little;

Thence turning and running Northeasterly Seven hundred six 90/100 (706.90) feet by land now or formerly of said J. P. Little and by land now or formerly of J. Morse;

Thence turning and running Northwesterly Five hundred thirty-three 18/100 (533.18) feet by land now or formerly of W. Haseltine;

And thence turning and running Westerly Three Thousand five hundred thirty-two 89/100 (3,532.89) feet by land now or formerly of F.O. Smith and by land now or formerly of B.A. Stearns to the point of beginning.

Containing 3,932,720 square feet of land (90.28) acres according to a "Plan of Land in Hampstead, N.H. as drawn for Riensdane Realty Trust, Inc." by Vernon W. Dingman III, Reg. Land Surveyor, dated October, 1973 and recorded in the Rockingham County Registry of Deeds.

Reference is made to that certain Warranty Deed from Herbert F. Rines and Samuel Dane, Trustees of the Riensdane Realty Trust, to Riensdane Realty Trust, Inc. dated October 3, 1973 and recorded in the Rockingham County Registry of Deeds in Book 2214, Page 246; and confirmatory deed of the same parties dated November 16, 1973 and recorded in said Registry of Deeds in Book 2214, Page 248; and Confirmatory Instrument by and between Hampstead Outlook, Inc., Henry D. Audesse and Herbert F. Rines dated July 9, 1999 and recorded in said Registry of Deeds in Book 3413, Page 920.

Excepting from the above described Parcel One, however, the premises conveyed to Lauren Simpson and Stephen Simpson by Hampstead Outlook, Inc. by Warranty Deed dated June 30, 2020 and recorded in the Rockingham County Registry of Deeds in Book 6133, Page 2448, as corrected by that certain Corrective Warranty Deed dated October 19, 2020 and recorded in said Registry of Deeds in Book 6196, Page 273.

PARCEL TWO (38 Garland Drive, Hampstead, NH - Tax Map 13, Lot 129) - Location of Hospital

A certain parcel of land situated in Hampstead, County of Rockingham, State of New Hampshire, being shown as Lot 18 on Sheet 4 of "Plan of Land in Hampstead known as 'Hampstead Industrial Village' owned by Tea-Brc, Inc.", recorded at the Rockingham County Registry of Deeds as Plan number D-8894 bounded and described as follows:

Beginning at a point on Garland Drive at the intersection of said Garland Drive, Lot 17 and Lot 18;

Thence S 17° 29' 43" E along the boundary between Lot 17 and Lot 18, a distance of 364.85 feet to a point;

Thence S 60° 29' 10" W, a distance of 180 feet along a stone wall to a drill hole;

Thence S 59° 46' 43" W, a distance of 97.27 feet along said stone wall to a drill hole;

Thence N 28° 34' 52" W, a distance of 138.04 feet along a stone wall to a drill hole;

Thence N 27° 37' 12" W, a distance of 112.47 feet along said stone wall to a drill hole;

Thence N 54° 15' 10" W, a distance of 64.89 feet to a concrete bound;

Thence N 40° 27' 28" W, a distance of 40 feet to a point;

Thence turning and running N 59° 17' 33" E, a distance of 256.86 feet along the boundary between Lot 18 and Lot 19 to a point on the cul de sac at the end of Garland Drive;

Thence along a curve R = 60.00 a distance of 130.00 feet to a point on said cul de sac;

Thence along an arc R = 25.00, T = 12.73, a distance of 23.55 feet to the point of beginning.

Containing 2.49 acres more or less.

Reference is made to the Warranty Deed from R.V.S. Inc. to Hampstead Outlook, Inc. dated August 12, 1981 and recorded in the Rockingham County Registry of Deeds in Book 2395, Page 1238.

PARCEL THREE (38 Garland Drive, Hampstead, NH - Tax Map 13, Lot 128 - Location of Hospital)

Also a certain parcel of land situated in Hampstead, County of Rockingham, State of New Hampshire, being shown as Lot 17 on Sheet 4 of "Plan of Land in Hampstead Known as 'Hampstead Industrial Village,' Owned by Tea-Brc, Inc.," recorded at the Rockingham County Registry of Deeds as Plan Number D-8894, bounded and described as follows:

Beginning at a point at the Northeast corner of the conveyed premises and the Southerly side of Garland Drive;

Thence running South 28° 16' 46" East a distance of 370.54 feet along the boundary line between Lot 17 and Lot 16 as shown on said plan to a point;

Thence turning and running South 59° 35' 13" West a distance of 70.00 feet along a stone wall to a point;

Thence South 60° 29' 10" West a distance of 208.74 feet along the said stone wall to a point;

Thence turning and running North 17° 29' 48" West a distance of 364.85 feet along the boundary between Lot 17 and Lot 18 as shown on said plan to a point;

Thence turning and running North 56° 29' 52" East a distance of 211.26 feet along said Garland Drive to the point of beginning.

Meaning and intending to convey Lot 17 as shown on said plan.

Reference is made to that Warranty Deed from Welding Motivation, Inc. to Hampstead Outlook, Inc. dated December 20, 1982 and recorded in the Rockingham County Registry of Deeds in Book 2430, Page 1146.

ALSO CONVEYING all buildings, fixtures, structures and improvements situated on the above-described parcels and all easements, rights of way, and other rights and privileges appurtenant thereto, including without limitation the rights and easements conveyed by Easement Deed dated July 11, 1994 from Richard Kieley and Susan M. Kieley to Hampstead Outlook, Inc. recorded in the Rockingham County Registry of Deeds in Book 3064, Page 2812.

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Section 4.11(a)
Intellectual Property

(i)

Seller has registered the trade name Hampstead Hospital in the State of New Hampshire (Business ID: 40122).

(ii) Seller operates under the trade name Hampstead Hospital.



(iii) Seller holds a limited license to use the Stature software.

(iv)

- a. Seller maintains a Facebook page
- b. Hampsteadhospital.com
- c. Section 4.11(b) of these Schedules is incorporated herein by reference.

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Public Version

Section 4.11(b)
Intellectual Property Agreements

1. Microsoft Online Subscription Agreement, by and between Hampstead Hospital and Microsoft Corporation.
2. License Schedule, dated August 3, 2021, by and between Hampstead Hospital and Sophos Limited.
3. Master Agreement, dated as of March 6, 2013, by and between Omnicell, Inc. and Hampstead Hospital.
4. Invoice, dated as of March 26, 2020, by and between Omnicell, Inc. and Hampstead Hospital.
5. Invoice 91018865, dated as of March 30, 2020, by and between Omnicell, Inc. and Hampstead Hospital.
6. Invoice 91018886, dated as of March 30, 2020, by and between Omnicell, Inc. and Hampstead Hospital.
7. Order Form, dated as of August 26, 2021, by and between ABILITY Network Inc. and Hampstead Hospital.
8. Invoice, dated as of November 18, 2021, by and between Hampstead Hospital and ABILITY Network Inc.
9. Service Agreement, by and between Consolidated Communications and Hampstead Hospital.
10. Invoice, dated as of December 30, 2020, by and between Coyoteworks Technologies, Inc. and Hampstead Hospital.
11. Invoice, dated as of February 15, 2021, by and between Coyoteworks Technologies, Inc. and Hampstead Hospital.
12. Statement of Work, dated as of October 2, 2019, by and between Coyoteworks Technologies, Inc. and Hampstead Hospital.

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Public Version

Section 4.11(h)
Social Media Accounts

1. Facebook – Hampstead Hospital

Redacted
Public Version

Section 4.14(a)
Material Payors

2019

Payor	Amount
ANTHEM	\$3,396,653.62
WELLSENSE	\$2,720,802.80
UBH	\$2,102,962.54
MBHP	\$1,849,629.08
NH HEALTHY FAMILIES	\$1,804,000.00
CIGNA	\$1,200,653.88
NETWORK HEALTH	\$949,333.64
MEDICARE	\$708,855.50
MAINECARE	\$676,500.00
TUFTS	\$631,382.68
BEACON FALLON	\$540,300.00
AETNA	\$328,747.54
BMC	\$276,900.00
HEALTH PLANS INC.	\$157,072.60
SPECIAL/AGREEMENT	\$127,200.00
MARTINS PT	\$122,300.00
TRICARE	\$119,462.76
MODERN ASSIST. PROG.	\$90,775.00
AMBETTER	\$83,766.26
UNICARE	\$78,909.10
VERMONT MEDICAID	\$63,900.00
HEALTH PLANS INC.	\$58,318.62
BEACON HLTH OPTIONS	\$56,254.86
E4 HEALTH	\$51,725.00
VETERANS CHOICE	\$48,227.00

2020

Payor	Amount
WELLSENSE	\$4,107,196.54
ANTHEM	\$3,025,722.28
NH HEALTHY FAMILIES	\$2,869,845.00
UBH	\$1,829,726.23
MEDICARE	\$836,523.25
CIGNA	\$721,131.91
MBHP	\$563,700.00
AMERIHEALTH	\$364,500.00

TUFTS	\$361,044.34
AETNA	\$310,752.80
NETWORK HEALTH	\$297,500.00
BEACON FALLON	\$179,199.90
MAINECARE	\$165,600.00
TRICARE	\$120,769.20
HEALTH PLANS INC	\$90,327.94
HEALTH PLANS INC.	\$78,271.92
MARTINS PT	\$77,916.00
AMBETTER	\$67,515.49
SPECIAL/AGREEMENT	\$59,816.00
MODERN ASSIST. PROG.	\$57,173.83
NHDHHS	\$49,200.00
UNICARE	\$40,800.00
BMC	\$35,867.88
COMPSYCH	\$30,000.00
MODERN ASSIST. PROG	\$20,400.00
HMC HEALTH WORKS	\$18,000.00
NH MEDICAID	\$14,400.00
BEACON HLTH OPTIONS	\$12,000.00

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Section 4.14(b)
Material Suppliers

2019

Supplier	Amount
HARVARD PILGRIM HEALTH CARE	\$1,008,592.02
UNIDINE	\$931,216.82
CRUM & FORSTER/UNITED STATES FIRE INS	\$491,288.31
HEALTHCARE SERVICES GROUP, INC.	\$369,699.96
MARINA VIJAYAKANTHAN	\$217,529.21
MALCOLM BEAUDETT, MD	\$215,603.75
KENNETH BROWN, MDMPH	\$173,050.00
M ROMANOWSKY, M.D.	\$173,004.00
TOWN OF HAMPSTEAD	\$163,199.00
NANCY AUDESSE	\$147,000.00
CARDINAL HEALTH	\$139,771.38
EVERSOURCE	\$100,438.38
DELTA DENTAL/VISION	\$99,564.38
LEVASSEUR ELECTRICAL CONTRACTORS INC	\$85,077.49
JOSEPH EVANS CONSTRUCTION SERVICES, LLC	\$83,246.32
HARTMANN OIL CO., INC.	\$82,558.90
COVERYS	\$80,574.02
CELERITY SOLUTIONS GROUP LLC	\$70,474.51
CHASE CARD SERVICES	\$66,063.83
LaBRIE PROPERTY MAINTENANCE &	\$64,391.50
LAB CORP/PATH LAB	\$52,392.70
MICHELE SAIDEL, MD	\$47,922.00
SUN LIFE FINANCIAL	\$47,235.25
BERRY DUNN	\$45,825.00
NHSEA	\$35,701.12
KELLY LORD	\$31,363.00
JEAN BANVILLE, APRN	\$27,016.00
WASTE MANAGEMENT OF N.H.	\$26,964.23
COMMONWEALTH OF MASS - CHILD SUP	\$21,151.65
WB MASON COMPANY	\$19,096.88
DXC TECHNOLOGY (DO NOT USE)	\$19,000.00
AFLAC WWWHQ	\$18,498.41
BURKE & SONS	\$17,526.87
JENNIFER SHUART	\$17,475.00
AIR TECHNOLOGIES INC	\$17,068.71

MYIT COMPUTER SERVICES	\$16,748.00
GEORGE WILEY CONSULTING GROUP	\$16,579.00
FEATHER FLOOR / GARY FEATHER	\$14,655.00
MEDLINE INDUSTRIES	\$13,318.07
COYOTEWORCS TECHNOLOGIES, INC.	\$12,785.88
NEW HORIZON COMMUNICATIONS	\$12,459.50
JENNIFER SHERBURNE, APRN	\$12,070.00
CONWAY TECHNOLOGY GROUP	\$11,987.35
STAPLES ADVANTAGE	\$11,691.30
NH HOSPITAL ASSOCIATION	\$11,520.44
GERIATRIC MEDICAL	\$10,959.93
PETE'S SEWER SERVICE	\$10,710.00
US BANK EQUIPMENT FINANCE INC	\$10,404.00
CHUBB	\$10,138.00

2020

<u>Supplier</u>	<u>Amount</u>
LOCUMTENENS	\$994,054.01
UNIDINE	\$898,355.63
HARVARD PILGRIM HEALTH CARE	\$889,630.16
HEALTHCARE SERVICES GROUP INC.	\$370,712.84
CRUM & FORSTER/UNITED STATES FIRE INS	\$327,108.10
TOWN OF HAMPSTEAD	\$238,254.00
MALCOLM BEAUDETT, MD	\$192,984.78
M ROMANOWSKY, M.D.	\$173,004.00
MARINA VIJAYAKANTHAN	\$150,093.34
KENNETH BROWN, MDMPH	\$147,384.80
CARDINAL HEALTH	\$121,146.63
OMNICELL, INC	\$111,644.10
COYOTEWORCS TECHNOLOGIES, INC.	\$106,839.88
EVERSOURCE	\$97,169.51
DELTA DENTAL/VISION	\$82,375.64
COVERYS	\$80,715.64
LaBRIE PROPERTY MAINTENANCE &	\$67,642.50
CHASE CARD SERVICES	\$60,769.99
BERRY DUNN	\$59,650.00
LAB CORP/PATH LAB	\$52,660.40
HARTMANN OIL CO., INC.	\$52,118.25
CELERITY SOLUTIONS GROUP LLC	\$50,625.39
SUN LIFE FINANCIAL	\$41,407.96

ALTERNATIVE SALES CORP	\$38,031.11
KELLY LORD	\$31,717.20
QUILL CORP	\$27,874.21
NHSEA	\$27,836.99
WASTE MANAGEMENT OF N.H.	\$23,518.02
JENNIFER SHUART	\$22,971.59
AMAZON CAPITAL SERVICES, INC.	\$22,200.16
MYIT COMPUTER SERVICES	\$21,506.25
AIR TECHNOLOGIES INC	\$19,981.52
NEW HORIZON COMMUNICATIONS	\$16,848.40
McKITTRICK LAW OFFICES	\$16,659.05
US BANK EQUIPMENT FINANCE INC	\$16,484.40
COMMONWEALTH OF MASS - CHILD SUP	\$16,148.00
FCS, INC	\$16,000.00
ROOF MANAGEMENT SERVICES LLC	\$15,847.00
AFLAC WWHQ	\$14,502.13
PLAISTOW POLICE DEPARTMENT	\$14,105.00
BURKE & SONS	\$12,821.71
MALTHOUSE CONSTRUCTION LLC	\$12,770.00
CONCENTRA/OCCUPATIONAL HEALTH CENTERS	\$12,083.50
D&D LITHOGRAPHERS	\$11,989.20
CHUBB	\$11,925.00
MEDLINE INDUSTRIES	\$11,732.40
NH HOSPITAL ASSOCIATION	\$11,471.24
MICHELE SAIDEL, MD	\$11,355.00

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Section 4.15
Insurance

Seller is the named insured under the following Insurance Policies:

1. Property Insurance Policy No. 36025663 (Chubb Group of Insurance Companies)
2. Commercial General Liability Insurance Policy No. 002NH00012784 (ProSelect Insurance Company)
3. Excess Liability Insurance Policy No. 002NH00012784 (ProSelect Insurance Company)
4. Retroactive Professional Insurance Policy No. 002NH00012784 (ProSelect Insurance Company)
5. Sexual Misconduct Reimbursement Insurance Policy No. 002NH00012784 (ProSelect Insurance Company)
6. Workers Compensation and Employers' Liability Insurance Policy No. 4067372808 (Crum & Forster Indemnity Company)

Seller is a certificate holder to the following Insurance Policies:

1. Workers Compensation and Employers' Liability Insurance Policy No. 6S62UB-5N24156-6-20
2. Medical Professional Liability Insurance Policy No. PCHL-CRICO-C-GLPL-1663-2021

(b)

Exhibit 4.15 is incorporated herein by reference. All pending claims are noted in Exhibit 4.15.

Redacted
Public Version



Loss Detail Report

HAMPSTEAD OUTLOOK, INC.

218 East Road

Hampstead, NH 03841

Account #: 1421437

Report Filters:

Created by: Doug.Faherty@cfins.com

Policy #'s: Worker's Compensation-406681046, 406681170, 406724181, 406725452, 406728324, 406730903, 406731944, 406733478

Claim Status: Open, Closed, Re-opened

Feature Status: Open, Closed, Re-opened

Note: Feature status is only applicable for non worker's compensation claims

Incurred Range From: \$0.00

Incurred Range To: \$0.00

Accident Description Type: Accident Narrative

Location: All

Department: All

State: All

Valuation Date: 4/22/2021

Show Notification Only Claims: Y

Note: Non Worker's Compensation Claims will show 'RPO' under Feature Status

Show Billed Deductible: N

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Public Version

Producer Information

CROSS INSURANCE - NH
1100 Elm Street
Manchester, NH 031010000

Worker's Compensation

Insured Name: HAMPSTEAD OUTLOOK, INC. DBA HAMPSTEAD HOSPITAL

Policy Number: 406733478 7/31/2020 - 7/31/2021

Note: Total Incurred loss includes ALAE minus Subro Recovery.

Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss	Date Reported	Type of Injury	Loc. Dept.	State	Status	Medical		Indemnity		ALAE	Subro/ Salvage	Total Incurred
										OS Reserve	Paid	OS Reserve	Paid			
[REDACTED]	406733478	NJU00209683	Report Only	12/23/20	12/24/20	STRAIN ANKLE	LIN	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: Employee was physically escorting an agitated patient back to unit with co-worker. It was stomping on employees right foot & attempting to wrap legs around emp to trip her. It pulled chair in front of emp with foot causing emp to twist R foot & ankle</p>																
[REDACTED]	406733478	NJU00208802	Medical Only	12/6/20	12/7/20	CONTUSION HEAD-SOFT TISSUE	MAD	NH	O	\$0.00	\$605.79	\$0.00	\$0.00	\$5.25	\$0.00	\$611.04
<p>Accident Description: While on break employee walked outside to look for newspaper and get something from his car. He slipped on black ice landed on his back hitting back of head and back on ground. Employee states parking lot not salted or sanded.</p>																
[REDACTED]	406733478	NJU00202965	Medical Only	8/4/20	8/10/20	SPRAIN ANKLE	OTH	NH	C	\$0.00	\$283.15	\$0.00	\$0.00	\$17.00	\$0.00	\$301.15
<p>Accident Description: Employee was assisting with landscaping when swarmed by bees bristled R ankle when fell. Did not wish to seek treatment until 08/07/2020</p>																
[REDACTED]	406733478	NJU00204791	Medical Only	9/11/20	9/15/20	CONTUSION CHEST INC. RIB, ESTEROMIUM & SOFT TISSUE	WAS	NH	C	\$0.00	\$170.88	\$0.00	\$0.00	\$11.55	\$0.00	\$182.43

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Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss	Date Reported	Type of Injury	Loc/ Dept	State	Status	Medical		Indemnity		ALAE	Subro/ Salvage	Total Incurred
										OS Reserve	Paid	OS reserve	Paid			
<p>Accident Description: Patient abruptly pushed staff into 1/2 door during a physical outburst. Employee felt pain in Left lower ribcage.</p>																
[REDACTED]	406733478	NJU00207128	Report Only	11/1/20	11/2/20	CONTUSION KNEE	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: EE tripped over a patient and fell on the outside of right knee.</p>																
[REDACTED]	406733478	NJU00209710	Last Time	12/22/20	12/28/20	SPRAIN KNEE	WAS	NH	C	\$0.00	\$1,798.00	\$0.00	\$2,573.64	\$577.74	\$0.00	\$4,949.38
<p>Accident Description: While escorting a pt with a coworker to their room, pt wrapped his legs around emp left leg & knee. Pt let go after being prompted. Felt a little soreness initially. Emp woke up 12/24/20 was in lots of pain and unable to bend knee. Reported 12/26/20</p>																
[REDACTED]	406733478	NJU00211259	Last Time	1/24/21	1/26/21	CONTUSION SHOULDER(S)	WAS	NH	C	\$0.00	\$1,690.17	\$0.00	\$1,104.24	\$34.13	\$0.00	\$2,828.54
<p>Accident Description: While attempting to physically restrain a patient, employee fell and pt began hitting and kicking employee in right shoulder causing pain.</p>																

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Producer Information

CROSS INSURANCE - NH
 1100 Elm Street
 Manchester, NH 031010000

Worker's Compensation

Insured Name: HAMPSTEAD OUTLOOK, INC. DBA HAMPSTEAD HOSPITAL

Summary for Policy Number: 406733478 7/31/2020 - 7/31/2021

Deductible:

Report Only Claims: 0

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	Open	\$	Closed	\$	Total		Medical			Indemnity			Total		
					Incurred	Average Claim	OS Reserve	Paid	Incurred	OS Reserve	Paid	Incurred	ALAE	Subro. Recovery	Total Incurred
Lost Time	0	\$0.00	2	\$7,777.92	\$7,777.92	\$3,888.96	\$0.00	\$4,548.00	\$4,548.00	\$0.00	\$3,677.88	\$3,677.88	\$646.66	\$0.00	\$8,872.54
Medical Only	1	\$611.04	2	\$483.58	\$1,094.62	\$364.87									

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Public Version

Producer Information

CROSS INSURANCE - NH
1100 Elm Street
Manchester, NH 031010000

Worker's Compensation

Insured Name: HAMPSTEAD OUTLOOK, INC, DBA HAMPSTEAD HOSPITAL

Policy Number: 406731944 7/31/2019 - 7/31/2020

Note: Total incurred loss includes ALAE minus Subro Recovery.

Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss	Date Reported	Type of Injury	Loc. Dept.	State	Status	Medical		Indemnity		ALAE	Subro/ Salvage	Total Incurred
										OS Reserve	Paid	OS Reserve	Paid			
[REDACTED]	406731944	NJU00198993	Report Only	5/13/20	5/18/20	CONTUSION MULTIPLE BODY PARTS	LIN	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accident Description: Violent patient attempted to stab employee with a plastic knife, slammed emp into a wall & punched in face. Right cheek, right shoulder bruising and abrasions.																
[REDACTED]	406731944	NJU00198994	Report Only	5/13/20	5/18/20	PUNCTURE HAND	LIN	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accident Description: While restraining a violent patient that was attacking another staff, employee was bitten on right hand near thumb.																
[REDACTED]	406731944	NJU00192819	Loss Time	1/17/20	1/24/20	NO PHYSICAL INJ. MOUTH	MAD	NH	C	\$0.00	\$2,148.89	\$0.00	\$0.00	\$46.36	\$0.00	\$1,201.25
Accident Description: Employee was using a drain snake on a toilet and was splashed in the face. Employee was wearing gloves, but no mask or goggles. Emp. claims later found out a pt on unit may have a communicable disease.																
[REDACTED]	406731944	NJU00183340	Report Only	8/3/19	8/5/19	CONTUSION FACIAL BONES	LIN	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Redacted Public Version

Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss	Date Reported	Type of Injury	Loc Dept	State	Status	Medical		Indemnity		ALAE	Subro/ Salvage	Total Incurred
										OS Reserve	Paid	OS reserve	Paid			
<p>Accident Description: Patient punched employee, striking her in the forehead and nasal area.</p>																
[REDACTED]	06731944	NJU00188274	Medical Only	10/30/19	10/31/19	STRAIN FINGERS)	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: Emp. attempting to deescalate and separate 2 pts who were fighting. Pt attempted to run after peer and punch them, Emp. L hand, 5th digit, caught in sweatshirt and twisted as pt ran.</p>																
[REDACTED]	406731944	NJU00189468	Lost Time	11/18/19	11/21/19	SPRAIN WRIST	WAS	NH	C	\$0.00	\$3,969.10	\$0.00	\$6,568.99	\$98.86	\$0.00	\$10,636.95
<p>Accident Description: Blocking an aggressive patient, fell and caught self with right hand.</p>																
[REDACTED]	06731944	NJU00189469	Medical Only	11/19/19	11/21/19	CONTUSION HEAD-SOFT TISSUE	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: Patient was aggressive, grabbed employees shirt and punched in the face.</p>																
[REDACTED]	406731944	NJU00189815	Lost Time	11/24/19	11/27/19	STRAIN LOWER BACK LUMBAR & LUMBO-SACRAL	WAS	NH	C	\$0.00	\$11,259.42	\$0.00	\$7,722.00	\$380.02	\$0.00	\$19,361.44
<p>Accident Description: Pt was upset & charged at emp. Pushed emp. in flank area with force with both hands causing jarring. Within 15 min, another pt. charged past emp pushing her into doorframe hitting R front of chest, ribs, hip, causing lower back & rib cage pain.</p>																
[REDACTED]	06731944	NJU00190750	Medical Only	12/15/19	12/16/19	CONTUSION KNEE	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: When redirecting a patient from swearing and antagonizing peers, patient kicked employee in the right knee.</p>																
[REDACTED]	406731944	NJU00190752	Report Only	12/15/19	12/16/19	CONTUSION KNEE	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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Public Version

Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss	Date Reported	Type of Injury	Loc. Dept.	State	Status	Medical		Indemnity		ALAE	Subrog. Salvage	Total Incurred
										OS Reserve	Paid	OS reserve	Paid			
[REDACTED]	406731944	NJU00191064	Medical Only	12/15/19	12/20/19	CONCUSSION FACIAL BONES	WAS	NH	C	\$0.00	\$1,372.00	\$0.00	\$0.00	\$30.58	\$0.00	\$1,402.58
Accident Description: Employee was standing in patients doorway due to pt needing to take a break from the milieu. Pt and peer were antagonizing each other. Patient kicked employee in left knee.																
[REDACTED]	406731944	NJU00191491	Medical Only	12/28/19	1/2/20	CONTUSION NOSE	WAS	NH	C	\$0.00	\$456.48	\$0.00	\$0.00	\$33.73	\$0.00	\$490.21
Accident Description: Employee hit in the nose by patient when escorting to the seclusion room.																
[REDACTED]	406731944	NJU00192628	Report Only	1/21/20	1/22/20	CONTUSION KNEE	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accident Description: While sitting with 1:1 pt, another 1:1 pt walked by swinging at employees face. Emp stood, blocked the strike. Pt dropped to floor. Kicked emp's knee with shoe on.																
[REDACTED]	406731944	NJU00193103	Lost Time	1/26/20	1/29/20	CONCUSSION SKULL	WAS	NH	C	\$0.00	\$135.00	\$0.00	\$0.00	\$11.55	\$0.00	\$146.55
Accident Description: Employee reported that she was punched in the head by a patient.																
[REDACTED]	406731944	NJU00194266	Lost Time	2/14/20	2/17/20	CONTUSION FACIAL BONES	WAS	NH	C	\$0.00	\$57.65	\$0.00	\$837.26	\$41.29	\$0.00	\$1,393.44
Accident Description: While walking with an agitated and aggressive 1:1 patient, patient punched employee in the face and pulled her hair.																
[REDACTED]	406731944	NJU00194626	Medical Only	2/20/20	2/21/20	CONTUSION FACIAL BONES	WAS	NH	C	\$0.00	\$611.52	\$0.00	\$0.00	\$12.47	\$0.00	\$623.99

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Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss	Date Reported	Type of Injury	Loc/ Dept	State	Status	Medical		Indemnity		LALAE	Subro/ Salvage	Total Incurred
										OS Reserve	Paid	OS reserve	Paid			
[REDACTED]	406731944	NJU00195584	Medical Only	3/1/20	3/6/20	LACERATION FINGER(S)	WAS	NH	C	\$0.00	\$819.65	\$0.00	\$0.00	\$53.43	\$0.00	\$873.08
Accident Description: While redirecting an angry patient during a game, Pt turned to grab mobile basketball hoop, emp. blocked pt. Pt punched staff in left eye 3 times.																
[REDACTED]	406731944	NJU00197391	Medical Only	4/6/20	4/8/20	PUNCTURE UPPER ARM EXCL CLAVICLE & SCAPULA	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accident Description: Patient slammed a door on employees right hand causing a deep cut on finger.																
[REDACTED]	406731944	NJU00197488	Lost Time	4/5/20	4/10/20	CONTUSION KNEE	WAS	NH	C	\$0.00	\$12,192.34	\$0.00	\$0.00	\$2,464.84	\$0.00	\$14,657.18
Accident Description: Escorting aggressive patient to seclusion room, pt bit employee on right bicep, breaking the skin.																
[REDACTED]	406731944	NJU00198207	Lost Time	4/8/20	4/27/20	CONTUSION KNEE	WAS	NH	C	\$0.00	\$1,443.08	\$0.00	\$1,532.15	\$175.95	\$0.00	\$3,151.18
Accident Description: While assisting a patient getting dressed, patient became agitated and kicked employee in left knee. Pain progressively got worse since injury decided to be seen 4/26/20																
[REDACTED]	406731944	NJU00198997	Medical Only	5/12/20	5/18/20	CONTUSION WRIST	WAS	NH	C	\$0.00	\$179.50	\$0.00	\$0.00	\$7.00	\$0.00	\$194.50
Accident Description: Employee's key was stuck in seclusion room door, while attempting to dislodge key, pt began striking emp right wrist causing pain that has not resolved.																
[REDACTED]	406731944	NJU00201746	Lost Time	7/8/20	7/15/20	CONTUSION KNEE	WAS	NH	C	\$0.00	\$10,703.57	\$0.00	\$4,383.60	\$184.58	\$0.00	\$15,271.75

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Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss	Date Reported	Type of Injury	Loc/ Dept	State	Status	Medical		Indemnity		ALAE	Subrog. Salvage	Total Incurred
										OS Reserve	OS Paid	OS reserve	OS Paid			
Accident Description: Came into work 7/13/20 for shift and reported on 7/8/20 while assisting another staff that was having their hair pulled, emp hit left knee on table.																

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Public Version

Producer Information

CROSS INSURANCE - NH
 1100 Elm Street
 Manchester, NH 031010000

Worker's Compensation

Insured Name: HAMPSTEAD OUTLOOK, INC. DBA HAMPSTEAD HOSPITAL

Summary for Policy Number: 406731944 7/31/2019 - 7/31/2020.

Deductible:
 Report Only Claims: 0
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	Open		Closed		Total		Medical		Indemnity			Total			
	Count	Amount	Count	Amount	Incurred	Average Claim	OS Reserve	PAID	Incurred	OS Reserve	PAID	Incurred	ALAE	Subro Recovery	Total Incurred
Lost Time	0	\$0.00	8	\$65,819.74	\$65,819.74	\$8,227.47	\$0.00	\$44,819.44	\$44,819.44	\$0.00	\$21,044.00	\$21,044.00	\$3,540.66	\$0.00	\$69,404.10
Medical Only	0	\$0.00	9	\$3,584.36	\$3,584.36	\$398.26									

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Producer Information

CROSS INSURANCE - NH
 1100 Elm Street
 Manchester, NH 031010000

Worker's Compensation

Insured Name: HAMPSTEAD OUTLOOK, INC. DBA HAMPSTEAD HOSPITAL

Policy Number: 406730903 7/31/2018 - 7/31/2019

Note: Total incurred loss includes ALAE minus Subro Recovery.

Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss	Date Reported	Type of Injury	Loc/Dept	State	Status	Medical		Indemnity		ALAE	Subro/Savage	Total Incurred
										OS Reserve	Paid	OS Reserve	Paid			
[REDACTED]	406730903	NJU00175117	Medical Only	2/26/19	2/28/19	CONTUSION HAND	UN	NH	C	\$0.00	\$850.61	\$0.00	\$0.00	\$33.51	\$0.00	\$884.12
Accident Description: Escorted aggressive pt to sedation room, pt either kicked or slammed heavy wooden door on emp. right hand causing pain, swelling, abrasion, and bruising.																
[REDACTED]	406730903	NJU00166428	Medical Only	8/9/18	8/10/18	STRAIN LOWER BACK LUMBAR & LUMBO-SACRAL	OTH	NH	C	\$0.00	\$693.27	\$0.00	\$0.00	\$31.93	\$0.00	\$725.20
Accident Description: While assisting two other staff dress a female patient, she thrashed violently causing pain to EE back.																
[REDACTED]	406730903	NJU00171843	Medical Only	12/14/18	12/19/18	CONTUSION HAND	OTH	NH	C	\$0.00	\$3,954.57	\$0.00	\$0.00	\$183.04	\$0.00	\$3,954.57
Accident Description: Metal door closed on employees right hand when she reached back to hold it open. It closed faster than she expected.																

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Public Version

Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss	Date Reported	Type of Injury	Loc/ Dept	State	Status	Medical		Indemnity		ALAB	Subro/ Salvage	Total Incurred
										OS Reserve	OS Paid	OS Reserve	OS Paid			
[REDACTED]	406730903	NJU00177812	Medical Only	4/21/19	4/23/19	OTHER OCCU. DISEASE INJ. NOC EYE(S) - OPTIC NERVES, VISION, EYELIDS	PIE	NH	C	\$0.00	\$278.32	\$0.00	\$0.00	\$6.14	\$0.00	\$284.46
Accident Description: Counselor was kicked in the face/eye by a patient with bare feet.																
[REDACTED]	406730903	NJU00168232	Last Time	9/26/18	9/27/18	INFLAMMATION KNEE	WAS	NH	C	\$0.00	\$9,745.75	\$0.00	\$87,547.11	\$5,949.21	\$0.00	\$103,242.07
Accident Description: Patient punched emp in rt side of face, pt was placed in a physical restraint by emp & coworker. Emp noted pt was kicking, biting, scratching, emp twisted rt knee & felt pain in rt wrist.																
[REDACTED]	406730903	NJU00170548	Medical Only	11/18/18	11/19/18	PUNCTURE LOWER ARM	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accident Description: Bite to left forearm by patient, while performing a CPI escort.																
[REDACTED]	406730903	NJU00170670	Last Time	11/19/18	11/21/18	STRAIN THUMB	WAS	NH	C	\$0.00	\$1,577.73	\$0.00	\$305.00	\$51.20	\$0.00	\$1,933.93
Accident Description: While blocking and redirecting patient aggression injury to left thumb occurred, causing pain and difficulty grasping.																
[REDACTED]	406730903	NJU00171296	Medical Only	12/5/18	12/7/18	INFLAMMATION NOSE	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accident Description: Patient hit employee with the palm of hand in the nose with moderate force.																
[REDACTED]	406730903	NJU00171846	Report Only	12/12/18	12/19/18	CONTUSION THUMB	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accident Description: Patient was attempting throw an object at another patient, however it hit the employee's hand causing pain in his right thumb.																

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Public Version

Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss		Type of Injury	Loc/Dept	State	Status	Medical		Indemnity		ALAE	Subro/Salvage	Total Incurred
				OS Reserve	Paid					OS Reserve	Paid					
[REDACTED]	406730903	NJU00172989	Last Time	1/14/19	1/17/19	STRAIN LUMBAR/SACRAL VERTEBRAE/VERTEBRAE NOC TRUNK	WAS	NH	RO	\$2,675.54	\$38,976.07	\$0.00	\$5,382.42	\$6,199.81	\$0.00	\$53,233.84
Accident Description: Mid back strain while restraining an aggressive patient.																
[REDACTED]	406730903	NJU00172991	Report Only	1/13/19	1/17/19	STRAIN ANKLE	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accident Description: While blocking a patient in doorway of room during a tantrum, employee slipped on a towel and rolled her right ankle.																
[REDACTED]	406730903	NJU00173934	Last Time	2/3/19	2/5/19	CONCUSSION BRAIN	WAS	NH	C	\$0.00	\$1,443.80	\$0.00	\$1,186.09	\$49.88	\$0.00	\$2,679.77
Accident Description: Male patient swung at emp. twice to hit her in face, emp. was able to block. Emp. turned her head to speak to another patient & the first patient then came out of his room and punched emp in the back of the head with a closed fist.																
[REDACTED]	406730903	NJU00174181	Report Only	2/9/19	2/11/19	STRAIN SHOULDER(S)	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accident Description: Employee was hit, pushed, and punched by aggressive patient multiple times with heavy intensity, causing injury to R. shoulder.																
[REDACTED]	406730903	NJU00180533	Last Time	6/9/19	6/13/19	SPRAIN KNEE	WAS	NH	C	\$0.00	\$6,118.21	\$0.00	\$4,960.32	\$218.13	\$0.00	\$11,296.66
Accident Description: Patient kicked employee in right knee with shoes on.																
[REDACTED]	406730903	NJU00182811	Report Only	7/24/19	7/25/19	CONTUSION UPPER BACK & THORACIC	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accident Description: When blocking an aggressive patient, another patient grabbed employee from behind and forcefully kicked in back.																

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Public Version

Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss	Date Reported	Type of Injury	Loc/ Dept	State	Status	Medical		Indemnity		ALAB	Subro/ Salvage	Total Incurred
										OS Reserve	OS Paid	OS Reserve	OS Paid			
	406730903	NJU00182814	Report Only	7/23/19	7/25/19	CONTUSION HEAD-SOFT TISSUE	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Accident Description: While escorting a patient, pt dropped, jerking employee forward and kicking her in the right side of face.

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Public Version

Producer Information

CROSS INSURANCE - NH
 1100 Elm Street
 Manchester, NH 031010000

Worker's Compensation

Insured Name: HAMPSTEAD OUTLOOK, INC. DBA HAMPSTEAD HOSPITAL

Summary for Policy Number: 406730903 7/31/2018 - 7/31/2019

Deductible:

Report Only Claims: 0

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	Open	Closed	Total		Medical			Indemnity			Total				
			Incurred	Average Claim	OS Reserve	Paid	Incurred	OS Reserve	Paid	Incurred	ALAE	Subro Recovery	Total Incurred		
Lost Time	1	4	\$53,233.84	\$119,152.43	\$172,386.27	\$34,477.25	\$2,675.54	\$63,475.29	\$66,150.83	\$0.00	\$99,380.94	\$99,380.94	\$12,702.85	\$0.00	\$178,234.62
Medical Only	0	6	\$0.00	\$5,848.35	\$5,848.35	\$974.73									

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Public Version

Producer Information

CROSS INSURANCE - NH
 1100 Elm Street
 Manchester, NH 031010000

Worker's Compensation

Insured Name: HAMPSTEAD OUTLOOK, INC. DBA HAMPSTEAD HOSPITAL

Policy Number: 406728324 7/31/2017 - 7/31/2018

Note: Total incurred loss includes ALAE minus Subro Recovery.

Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss	Date Reported	Type of Injury	Loc/Dept	State	Status	Medical		Indemnity		ALAE	Subro/ Salvage	Total Incurred
										OS Reserve	Paid	OS Reserve	Paid			
[REDACTED]	406728324	NJU00146918	Medical Only	10/2/17	10/14/17	FRACTURE WRIST	LIN	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accident Description: While escorting an aggressive patient to the seclusion room, patient bit the employees left wrist, breaking the skin.																
[REDACTED]	406728324	NJU00147819	Lost Time	11/14/17	11/16/17	INFLAMMATION KNEE	LIN	NH	C	\$0.00	\$4,773.00	\$0.00	\$2,434.10	\$341.41	\$0.00	\$7,548.51
Accident Description: While escorting an aggressive pt to the seclusion room, pt kicked emp in right knee, emp then fell onto that knee.																
[REDACTED]	406728324	NJU00159997	Lost Time	2/2/18	2/5/18	CONCUSSION BRAIN	LIN	NH	C	\$0.00	\$81.75	\$0.00	\$376.42	\$75.52	\$0.00	\$1,843.69
Accident Description: While playing basketball with patients in the gym, employee was hit in head hard by patients shoulder. No loss of consciousness, employee has headache, nausea, & fatigue.																
[REDACTED]	406728324	NJU00161192	Lost Time	3/13/18	3/14/18	STRAIN NECK-SOFT TISSUE	LIN	NH	RO	\$2,816.00	\$31,916.53	\$0.00	\$0.00	\$3,857.39	\$0.00	\$38,588.92

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Public Version

Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss	Date Reported	Type of Injury	Loc/Dept	State	Status	Medical		Indemnity		ALAE	Subrog Salvage	Total Incurred
										OS Reserve	Paid	OS Reserve	Paid			
[REDACTED]	406728324	NJU00163588	Medical Only	1/5/18	5/24/18	STRAIN SHOULDER(S)	OTH	NH	C	\$0.00	\$1,966.74	\$0.00	\$0.00	\$52.61	\$0.00	\$2,019.35
<p>Accident Description: When getting out of car, slipped & fell up against car, wrenching neck as walking up the onve slipped multiple times causing emp to almost fall. When catching balance had to twist her neck abruptly causing intense pain in neck & down both shoulders</p>																
[REDACTED]	406728324	NJU00165493	Lost Time	7/14/18	7/18/18	STRAIN LOWER BACK LUMBAR & LUMBO-SACRAL	OTH	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$3,926.55	\$0.00	\$3,926.55
<p>Accident Description: Employee states he fell walking up a flight of stairs, causing lower back pain.</p>																
[REDACTED]	406728324	NJU00187880	Lost Time	5/3/18	5/4/18	STRAIN LOWER BACK LUMBAR & LUMBO-SACRAL	ME	NH	C	\$0.00	\$1,198.70	\$0.00	\$105.80	\$35.94	\$0.00	\$1,540.24
<p>Accident Description: Replacing a table that was flopped by pt. Upon uprighting the table employee felt pain across lower back.</p>																
[REDACTED]	406728324	NJU00163115	Medical Only	5/8/18	5/11/18	CONTUSION FACIAL BONES	ME	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: Patient escorted into seclusion room pt punched employee in left cheek below left eye.</p>																
[REDACTED]	406728324	NJU00146447	Lost Time	9/12/17	9/11/17	STRAIN SHOULDER(S)	WAS	NH	C	\$0.00	\$8,977.75	\$0.00	\$618.54	\$671.68	\$0.00	\$9,798.01
<p>Accident Description: Employee was attempting to move an aggressive patient away from a peer. Employee was standing behind the patient with her hands on the patients shoulders when the patient pushed back. Employee felt and heard [REDACTED] in right shoulder.</p>																
[REDACTED]	406728324	NJU00147771	Medical Only	11/14/17	11/14/17	SPRAIN KNEE	WAS	NH	C	\$0.00	\$670.50	\$0.00	\$0.00	\$45.73	\$0.00	\$716.23

Redacted
Public Version

Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss	Date Reported	Type of Injury	Loc/Dept	State	Status	Medical		Indemnity		ALAE	Subrog. Salvage	Total Incurred
										OS Reserve	Paid	OS Reserve	Paid			
[REDACTED]	406728324	NJU00148200	Medical Only	11/78/17	12/1/17	PUNCTURE LOWER ARM	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: Emp. was attempting to physically escort an aggressive out of control pt to the hall from the bedroom so the patient could be placed on the restraint board. The employee fell during the struggle, hitting his left knee on the floor & twisting left ankle.</p>																
[REDACTED]	406728324	NJU00159501	Last Time	1/18/18	1/19/18	STRAIN SHOULDER(S)	WAS	NH	C	\$0.00	\$5,221.48	\$0.00	\$0.00	\$99.00	\$0.00	\$5,320.48
<p>Accident Description: Left shoulder pulled/strained while blocking and redirecting patients self injurious behavior.</p>																
[REDACTED]	406728324	NJU00159503	Report Only	1/18/18	1/19/18	PUNCTURE FINGER(S)	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: While attempting to escort a patient from area, patient bit employee on right 2nd finger, breaking the skin.</p>																
[REDACTED]	406728324	NJU00160881	Last Time	3/3/18	3/5/18	CONCUSSION BRAIN	WAS	NH	C	\$0.00	\$1,154.52	\$0.00	\$59.59	\$27.50	\$0.00	\$1,241.61
<p>Accident Description: Patient ran up behind employee, jumped up and hit employee in the back of the head with force.</p>																
[REDACTED]	406728324	NJU00161762	Medical Only	4/1/18	4/2/18	PUNCTURE HAND	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: After physically escorting a patient to the seclusion room for a break, employee attempted to process with patient and patient bit employees left hand middle knuckle, breaking the skin.</p>																
[REDACTED]	406728324	NJU00162152	Last Time	4/9/18	4/12/18	STRAIN KNEE	WAS	NH	C	\$0.00	\$45,733.26	\$0.00	\$23,823.64	\$4,185.81	\$0.00	\$73,742.71

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Public Version

Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss	Date Reported	Type of Injury	Loc/Dept	State	Status	Medical		Indemnity		ALAE	Subrog. Salvage	Total Incurred
										OS Reserve	Paid	OS reserve	Paid			
Accident Description: During a physical escort of pt, pt wrapped legs around emp & dropped to ground. Pt continued to lift & twist causing pain in back of right knee.																
	406728324	NJU00162559	Medical Only	4/24/18	4/25/18	CONUSION ABDOMEN INCL. GROIN	WAS	NH	C	\$0.00	\$1007.94	\$0.00	\$0.00	\$31.20	\$0.00	\$1039.14
Accident Description: Arlin was kicked & punched in R side of groin & testicles																
	406728324	NJU00164004	Report Only	6/5/18	6/6/18	CONTUSION KNEE	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accident Description: Patient was drawing on floor with a marker. When employee prompted them to stop, patient kicked employee in right knee with shoe on.																
	406728324	NJU00165041	Lost Time	6/29/18	7/5/18	DISLOCATON FINGER(S)	WAS	NH	C	\$0.00	\$1956.30	\$0.00	\$6,467.80	\$78.41	\$0.00	\$8,502.51
Accident Description: Patient in seclusion room slammed the door, employee put his left hand up to stop door from slamming, jamming his left pinky finger.																
	406728324	NJU00165671	Lost Time	7/22/18	7/23/18	STRAIN LOWER BACK LUMBAR & LUMBO-SACRAL	WAS	NH	C	\$0.00	\$640.83	\$0.00	\$0.00	\$34.81	\$0.00	\$675.64
Accident Description: While placing a psychotic patient in a standing CPI restraint, pt was thrashing, employee experienced pain in his left side and back.																

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Public Version

Producer Information

CROSS INSURANCE - NH
 1100 Elm Street
 Manchester, NH 031010000

Worker's Compensation

Insured Name: HAMPSTEAD OUTLOOK, INC. DBA HAMPSTEAD HOSPITAL

Summary for Policy Number: 406728324 7/31/2017 - 7/31/2018

Deductible:

Report Only Claims: 0

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	Open	(\$)	Closed	(\$)	Total		Medical			Indemnity			Total		
					Incurred	Average Claim	OS Reserve	Paid	Incurred	OS Reserve	Paid	Incurred	ALAE	Subre Recovery	Total Incurred
Lost Time	1	\$38,588.92	10	\$114,139.95	\$152,728.87	\$13,884.44	\$2,815.00	\$105,639.34	\$108,454.34	\$0.00	\$34,585.69	\$34,585.69	\$13,463.56	\$0.00	\$156,503.59
Medical Only	0	\$0.00	7	\$3,774.72	\$3,774.72	\$539.25									

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Public Version

Producer Information

CROSS INSURANCE - NH
 1100 Elm Street
 Manchester, NH 031010000

Worker's Compensation

Insured Name: HAMPSTEAD HOSPITAL

Policy Number: 406725452 7/31/2016 - 7/31/2017

Note: Total Incurred loss includes ALAE minus Subro Recovery.

Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss	Date Reported	Type of Injury	Loc/Dept	State	Status	Medical		Indemnity		ALAE	Subro/ Salvage	Total Incurred
										OS Reserve	Paid	OS Reserve	Paid			
[REDACTED]	406725452	NJU00923989	Report Only	11/5/16	11/7/16	CONTUSION LOWER BACK LUMBAR 6 LUMBO SACRAL	UH	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accident Description: While escorting an aggressive patient to seclusion room, patient dropped to the ground & began punching & kicking employee. Employee fell backwards hitting her back on the edge of the table causing sharp pain and 4 inch scrape on lower back.																
[REDACTED]	406725452	NJU00923367	Lost Time	12/2/16	12/5/16	CONTUSION THUMB	UH	NH	C	\$0.00	\$1,974.11	\$0.00	\$542.61	\$35.95	\$0.00	\$2,552.67
Accident Description: Employee and co-worker were escorting an agitated patient to the nursing station for medication. Once at nursing station, patient was released & became combative. Patient bent employees right thumb back causing swelling and a bump on the knuckle.																
[REDACTED]	406725452	NJU00923840	Lost Time	6/6/17	6/8/17	CONCUSSION BRAIN	UH	NH	C	\$0.00	\$6,710.06	\$0.00	\$689.53	\$600.55	\$0.00	\$7,702.14
Accident Description: Employee was standing in the hall and a patient came up from behind and hit him on the back of the head. Employee immediately felt lightheaded and dizzy. He did not wish to be seen at this time. He returned to work the next day and had increased dizziness.																

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Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss	Date Reported	Type of Injury	Loc/Dept	State	Status	Medical		Indemnity		ALAE	Subrog Salvage	Total Incurred
										OS Reserve	Paid	OS Reserve	Paid			
[REDACTED]	406725452	NJU00135103	Lost Time	6/24/17	6/26/17	FRACTURE FACIAL BONES	MAD	NH	C	\$0.00	\$25,696.16	\$0.00	\$6,738.55	\$1,463.42	\$0.00	\$33,898.13
Accident Description: ee was redirecting a patient and was punched in right eye, a blow out fracture to her right eye. EE DIDNT LEAVE MUCH PERSONAL DETAILS DUE TO PAIN.																
[REDACTED]	406725452	NJU00922947	Medical Only	11/3/16	11/3/16	LACERATION NOSE	OTH	NH	C	\$0.00	\$928.20	\$0.00	\$0.00	\$11.00	\$0.00	\$939.20
Accident Description: During CP training course, employee was practicing placing a "patient" in physical restraint when she lost her foot and fell face forward. Her head hit the wall and her glasses caused a stable laceration across the bridge of the nose.																
[REDACTED]	406725452	NJU00923932	Lost Time	1/21/17	1/23/17	CONCUSSION BRAIN	OTH	NH	C	\$0.00	\$13,815.78	\$0.00	\$13,105.47	\$2,725.78	\$0.00	\$29,647.03
Accident Description: Patient struck employee on right side of head with a wood plank.																
[REDACTED]	406725452	NJU00924178	Lost Time	2/9/17	2/10/17	STRAIN HIP	OTH	NH	C	\$0.00	\$1,547.08	\$0.00	\$4,073.64	\$44.75	\$0.00	\$5,665.47
Accident Description: Slipped in parking lot while walking from car to entrance of building during a snow storm, twisting left leg. Pain in left hip and difficulty walking.																
[REDACTED]	406725452	NJU00623001	Medical Only	10/1/16	10/14/16	PUNCTURE FINGER(S)	PRE	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accident Description: EE alleges his was bitten on his right index finger by a patient.																
[REDACTED]	406725452	NJU00629604	Medical Only	12/25/16	12/30/16	INFLAMMATION MULTIPLE UPPER EXTREMITES	PRE	NH	C	\$0.00	\$750.23	\$0.00	\$0.00	\$17.00	\$0.00	\$016.13
Accident Description: The EE was assisting a patient in leaving the area and the patient hit EE on her wrist with the plastic top and fist in a downward motion. As a result, the EE has swelling to the left wrist and forearm.																

Redacted Public Version

Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss	Date Reported	Type of Injury	Loc/Dept	State	Status	Medical		Indemnity		ALAE	Subrog Salvage	Total Incurred
										OS Reserve	OS Paid	OS Reserve	OS Paid			
[REDACTED]	06725452	NJU00921780	Medical Only	8/14/16	8/15/16	STRAIN NECK-SOFT TISSUE	PE	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: Back of neck injured when a patient playfully jumped on employees back, wrapped his arms around employees neck. Employee having difficulty rotating head to the right and putting his chin to his chest without pain.</p>																
[REDACTED]	06725452	IQU00921944	Medical Only	8/24/16	8/25/16	PUNCTURE UPPER ARM EXCL CLAVICLE & SCAPULA	PE	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: A patient bit employee on the upper right arm without antecedent while employee was redirecting another patient. The bite broke the skin.</p>																
[REDACTED]	406725452	NJU00922093	Medical Only	9/2/16	9/6/16	CONTUSION FINGER(S)	PE	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: Patient was banging his head on the wall and employee verbally redirected him. Patient then was flailing his arms and hit employees left pinky finger.</p>																
[REDACTED]	06725452	NJU00922280	Loss Time	9/18/16	9/19/16	SEVERANCE THUMB	PE	NH	C	\$0.00	\$3,981.70	\$0.00	\$0.00	\$458.64	\$0.00	\$4,440.24
<p>Accident Description: Employee was monitoring a patient in the open door seclusion room. Patient rushed the door prompting employee to close the door. Employee right thumb was caught in the door frame when shutting the door, severing the tip of the right thumb.</p>																
[REDACTED]	06725452	NJU00922281	Medical Only	9/16/16	9/19/16	LACERATION HEAD-SOFT TISSUE	PE	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: Patient began throwing hard objects and toys around the day area and in the hall. Employee blocked & redirected patient to play safety. Patient threw a toy car at employees head causing a laceration and a bump on left side of forehead. Followed injury.</p>																
[REDACTED]	406725452	NJU00922330	Report Only	9/21/16	9/22/16	PUNCTURE LOWER ARM	PE	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: During an aggressive outburst a patient bit employee's right forearm through arm guard and shirt, breaking the skin.</p>																

Redacted Public Version

Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss	Date Reported	Type of Injury	Loc/ Dept	State	Status	Medical		Indemnity		ALAE	Subrog. Salvage	Total Incurred
										OS Reserve	Paid	OS Reserve	Paid			
[REDACTED]	406725452	NJU00922673	Medical Only	10/16/16	10/17/16	SPRAIN FINGER(S)	PE	NH	C	\$0.00	\$243.00	\$0.00	\$0.00	\$17.14	\$0.00	\$260.14
Accident Description: Patient grabbed employees right hand and twisted fingers while employee was blocking and redirecting patient behaviors.																
[REDACTED]	406725452	NJU00922866	Lost Time	10/23/16	10/28/16	STRAIN UPPER ARM EXCL CLAVICLE & SCAPULA	PE	NH	C	\$0.00	\$6,557.29	\$0.00	\$3,200.58	\$283.42	\$0.00	\$9,941.29
Accident Description: Employee was blocking an aggressive patient, while trying to back away from the attack the employee fell onto left arm. Employee is having continued pain radiated from shoulder to forearm.																
[REDACTED]	406725452	NJU00924586	Medical Only	3/9/17	3/10/17	STRAIN LOWER BACK LUMBAR & LUMBO-SACRAL	PE	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accident Description: Back was kicked by patient during a restraint. Patient also dropped to the floor during physical escort causing lower back pain.																
[REDACTED]	406725452	NJU00924626	Medical Only	3/13/17	3/14/17	STRAIN UPPER BACK & THORACIC	PE	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accident Description: Employee injured upper back and neck while escorting an aggressive patient. The patient dropped to the floor.																
[REDACTED]	406725452	NJU00924976	Lost Time	4/6/17	4/6/17	CONTUSION HAND	PE	NH	C	\$0.00	\$1,278.75	\$0.00	\$782.73	\$104.23	\$0.00	\$2,165.71
Accident Description: While exiting Seclusion Room patient slammed door on employees right hand causing abrasions to 4th & 5th fingers, pain, and swelling.																
[REDACTED]	406725452	NJU00925050	Report Only	4/11/17	4/13/17	CONTUSION KNEE	PE	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Accident Description: While assisting a co-worker with an aggressive patient, employee was kicked in the right knee.																

Redacted
Public Version

Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss	Date Reported	Type of Injury	Loc/Dept	State	Status	Medical		Indemnity		ALAE	Subrog/ Salvage	Total Incurred
										DS Reserve	Paid	OS Reserve	Paid			
[REDACTED]	406725452	NJU00925347	Lost Time	5/3/17	5/4/17	FRACTURE FINGER(S)	PE	NH	C	\$0.00	\$3,343.94	\$0.00	\$1,100.82	\$202.33	\$0.00	\$4,647.09
<p>Accident Description: Employee was redirecting a patient & her hand slipped on patient clothing. Felt immediate discomfort in right pinky finger. Resulted in right pinky fracture.</p>																
[REDACTED]	406725452	NJU00925492	Report Only	5/16/17	5/16/17	CONTUSION MULTIPLE HEAD INJ.	PE	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: While escorting a combative patient to the seclusion room with another co-worker, employee was kicked in the face. Causing pain to nose, mouth, and teeth.</p>																
[REDACTED]	406725452	NJU00925657	Lost Time	5/26/17	5/26/17	SPRAIN SHOULDER(S)	PE	NH	C	\$0.00	\$2,120.80	\$0.00	\$966.76	\$40.41	\$0.00	\$3,127.97
<p>Accident Description: While blocking patient from hitting another patient the employee's left shoulder was injured. Patient reached up over employee's arm grabbed it then yanked her down. Patient then bit the employee's right thumb breaking the skin.</p>																
[REDACTED]	406725452	NJU00926016	Report Only	6/7/17	6/20/17	PUNCTURE THUMB	PE	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: Needle Stick to left thumb while recapping insulin syringe post injection.</p>																
[REDACTED]	406725452	NJU00926049	Lost Time	6/22/17	6/22/17	FRACTURE NOSE	PE	NH	C	\$0.00	\$898.69	\$0.00	\$453.99	\$26.71	\$0.00	\$1,379.39
<p>Accident Description: While redirecting a patient from attacking a peer the employee was struck in the nose by a patient wearing a hard cast. This caused immediate bleeding, bruising and lightheadedness.</p>																
[REDACTED]	406725452	NJU00135320	Medical Only	7/16/17	7/19/17	PUNCTURE LOWER ARM	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: Employee attempted to assist another staff in escorting an agitated patient from the day room. The patient bit the employee through kevlar armguard causing a skin tear.</p>																

Redacted
Public Version

Employee Name	Policy Number	Claim Number	Claim Type	Date of Loss	Date Reported	Type of Injury	Loc/Dept	State	Status	Medical		Indemnity		ALAE	Subrogation	Total Incurred
										OS Reserve	OS Paid	OS Reserve	OS Paid			
[REDACTED]	406725452	NJU00135321	Medical Only	7/18/17	7/19/17	CONTUSION SHOULDER(S)	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: Patient was aggressing toward employee and during the physical escort to seclusion room patient headbutted employee right shoulder.</p>																
[REDACTED]	406725452	NJU00922862	Medical Only	10/26/16	10/28/16	PUNCTURE MULTIPLE UPPER EXTREMITES	WAS	NH	C	\$0.00	\$2,585.55	\$0.00	\$0.00	\$166.06	\$0.00	\$2,752.41
<p>Accident Description: Human bites to both arms, breaking the skin by an aggressive patient.</p>																
[REDACTED]	406725452	NJU00924952	Medical Only	4/4/17	4/5/17	PUNCTURE HAND	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: Human bite to left inner palm breaking the skin by an aggressive patient. Employee was wearing exam gloves.</p>																
[REDACTED]	406725452	NJU00925109	Medical Only	4/15/17	4/18/17	CONTUSION HAND	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: Employee assisted in the physical management of a patient in the area of swing acts, during which he blocked a kick. Later he noticed pain in right pinky and hand.</p>																
[REDACTED]	406725452	NJU00925478	Medical Only	5/9/17	5/15/17	PUNCTURE UPPER ARM EXCL. CLAVICLE & SCAPULA	WAS	NH	C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<p>Accident Description: An agitated patient bit employee on left triceps, breaking the skin.</p>																

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Public Version

Producer Information

CROSS INSURANCE - NH
 1100 Elm Street
 Manchester, NH 031010000

Worker's Compensation

Insured Name: HAMPSTEAD HOSPITAL

Summary for Policy Number: 406725452 7/31/2016 - 7/31/2017

Deductible:

Report Only Claims: 0

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	Open	\$	Closed	\$	Total		Medical			Indemnity			Total		
					Incurred	Average Claim	OS Reserve	Paid	Incurred	OS Reserve	Paid	Incurred	ALAE	Subro Recovery	Total Incurred
Lost Time	0	\$0.00	11	\$105,168.23	\$105,168.23	\$9,560.75	\$0.00	\$72,182.36	\$72,182.36	\$0.00	\$31,654.68	\$31,654.68	\$6,099.07	\$0.00	\$109,936.11
Medical Only	0	\$0.00	16	\$4,767.88	\$4,767.88	\$297.92									

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Public Version

Hampstead Outlook Inc dba Hampstead Hospital

Loss Run Report

98014

As Of 06/30/21

Policy Number	Policy Name/Description of Policy Number	Policy Effective Date	Policy Expiration Date	Initial Term/Endorsement	Renewal Description	Class Code	Class Description	Rate	Rate Type	Rate Basis	Rate Period	Rate Start	Rate End	Rate Amount	Rate Type	Rate Basis	Rate Period	Rate Start	Rate End	Rate Amount	Rate Type	Rate Basis	Rate Period	Rate Start	Rate End	Rate Amount	Rate Type	Rate Basis	Rate Period	Rate Start	Rate End	Rate Amount	Rate Type	Rate Basis	Rate Period	Rate Start	Rate End	Rate Amount
AL1000001276	...	12/31/2019	12/31/2020	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
AL1000001276	...	12/31/2019	12/31/2020	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
AL1000001276	...	12/31/2019	12/31/2020	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
AL1000001276	...	12/31/2019	12/31/2020	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
AL1000001276	...	12/31/2019	12/31/2020	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
AL1000001276	...	12/31/2019	12/31/2020	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
AL1000001276	...	12/31/2019	12/31/2020	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
AL1000001276	...	12/31/2019	12/31/2020	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
AL1000001276	...	12/31/2019	12/31/2020	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
AL1000001276	...	12/31/2019	12/31/2020	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
AL1000001276	...	12/31/2019	12/31/2020	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
AL1000001276	...	12/31/2019	12/31/2020	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
AL1000001276	...	12/31/2019	12/31/2020	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
AL1000001276	...	12/31/2019	12/31/2020	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...

Redacted Public Version

CHUBB[®]**BUSINESS LOSS RUN**

Agency Name: HUB INTERNATIONAL NEW ENGLAND LLC
 Insured Name: HAMPSTEAD OUTLOOK INC DBA HAMPSTEAD HOSPITAL

Current As of Date: 08/02/2021
 Number of Loss Years Requested: 5

Loss Run Summary:

Policy #	Policy Term	Policy Type	No of Claims/Occurrences	Loss & Expense Reserves	Losses Paid	Expenses Paid	Losses & Expenses Paid	Recovery	Total Incurred
36025663	12/31/2016 - 12/31/2017	ATD PKG	0	\$0	\$0	\$0	\$0	\$0	\$0
36025663	12/31/2017 - 12/31/2018	ATD PKG	0	\$0	\$0	\$0	\$0	\$0	\$0
36025663	12/31/2018 - 12/31/2019	ATD PKG	0	\$0	\$0	\$0	\$0	\$0	\$0
36025663	12/31/2019 - 12/31/2020	ATD PKG	0	\$0	\$0	\$0	\$0	\$0	\$0
36025663	12/31/2020 - 12/31/2021	ATD PKG	0	\$0	\$0	\$0	\$0	\$0	\$0
36025663	12/31/2016 - 12/31/2017	MOD PROP	0	\$0	\$0	\$0	\$0	\$0	\$0
36025663	12/31/2017 - 12/31/2018	MOD PROP	1	\$0	\$8,998	\$0	\$8,998	\$0	\$8,998
36025663	12/31/2018 - 12/31/2019	MOD PROP	0	\$0	\$0	\$0	\$0	\$0	\$0
36025663	12/31/2019 - 12/31/2020	MOD PROP	1	\$0	\$17,578	\$0	\$17,578	\$0	\$17,578
36025663	12/31/2020 - 12/31/2021	MOD PROP	0	\$0	\$0	\$0	\$0	\$0	\$0
Totals:			2	\$0	\$26,576	\$0	\$26,576	\$0	\$26,576

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- SEE IMPORTANT NOTICE FOLLOWING LOSS RUN DETAILS -

CHUBB**BUSINESS LOSS RUN**

Agency Name: HUB INTERNATIONAL NEW ENGLAND LLC
 Insured Name: HAMPSTEAD OUTLOOK INC DBA HAMPSTEAD HOSPITAL

Current As of Date: 08/02/2021
 Number of Loss Years Requested: 5

Loss Run Detail:





Policy # Claim Reference # Claim/Occurrence # Claimant #	Policy Term Policy Type	Claim Status Claim Type	Loss Date Loss Location	Reported Date Close Date	Loss Reserve Expense Reserve	Losses Paid Expenses Paid Recovery	Losses and Expenses Paid Deductible Amount Total Incurred
36025663 092018005648 000001 01	12/31/2017 - 12/31/2018 MOD PROP	Closed Coml Prop Extended Cov	04/05/2018 HAMPSTEAD, NH	04/05/2018 04/23/2018	\$0 \$0	\$7,698 \$0 \$0	\$7,698 \$0 \$7,698
Claimant Name: Hampstead Outlook, Inc., d/b/a: Hamstead Hospital Loss Description: Tree fell on hospital causing damage to roof and rooms. Patients were moved. Writing Company: FEDERAL INSURANCE COMPANY							
36025663 092018005648 000001 02	12/31/2017 - 12/31/2018 MOD PROP	Closed Coml Prop Extended Cov	04/05/2018 HAMPSTEAD, NH	04/05/2018 04/20/2018	\$0 \$0	\$1,300 \$0 \$0	\$1,300 \$0 \$1,300
Claimant Name: Hampstead Outlook, Inc., d/b/a: Hamstead Hospital Loss Description: Tree fell on hospital causing damage to roof and rooms. Patients were moved. Writing Company: FEDERAL INSURANCE COMPANY							
36025663 092020010827 000002 01	12/31/2019 - 12/31/2020 MOD PROP	Closed Coml Prop AOP	05/16/2020 HAMPSTEAD, NH	05/18/2020 06/19/2020	\$0 \$0	\$17,078 \$0 \$0	\$17,078 \$0 \$17,078
Claimant Name: Hampstead Outlook, Inc., d/b/a: Hamstead Hospital Loss Description: Hot water leak in bathroom overnight resulted in water damage to flooring in several rooms. Writing Company: FEDERAL INSURANCE COMPANY							
36025663 092020010827 000002 02	12/31/2019 - 12/31/2020 MOD PROP	Closed Coml Prop AOP	05/16/2020 HAMPSTEAD, NH	05/18/2020 06/19/2020	\$0 \$0	\$500 \$0 \$0	\$500 \$0 \$500
Claimant Name: Hampstead Outlook, Inc., d/b/a: Hamstead Hospital Loss Description: Hot water leak in bathroom overnight resulted in water damage to flooring in several rooms. Writing Company: FEDERAL INSURANCE COMPANY							

- SEE IMPORTANT NOTICE FOLLOWING LOSS RUN DETAILS -

Section 4.16(a)
Legal Proceedings

- Francis D. Smith v. Hampstead Outlook, Inc. Case No. 218-2019-CV-00597
- Sandra L. Petalas filed a claim with the New Hampshire Commission for Human Rights alleging discrimination pursuant to the Americans with Disabilities Act and the Age Discrimination in Employment Act on October 2, 2019. Such claim was dismissed on May 28, 2021 so that the plaintiff could bring an Action in the United States District Court of the District of New Hampshire, which was filed on August 25, 2021. Seller and claimant have agreed to submit to mediation, which is currently scheduled for January 31, 2022.

Claimant	Line Indicator	Case Allegation	Case Notes	Claim Filed	Claim Status/Corrective Action
[REDACTED]	Claim	Alleged sexual assault by peer	<ul style="list-style-type: none"> Alleged inappropriate sexual touching by patient's roommate 	6/28/2021	Notified Coverys: 10/20/2020
[REDACTED]	Claim	Alleged sexual abuse by peer	<ul style="list-style-type: none"> Patient used agreed upon code words to signal intent to engage in consensual sexual activity with another patient 	11/24/2020	Notified Coverys: 11/30/2020; MR requested from plaintiff's attorney 9/24/2021
[REDACTED]	Suit	Alleged assault and battery, negligence against patient, and negligent infliction of emotional distress on guardians	<ul style="list-style-type: none"> In an attempt to restrain patient on 05/13/2019, staff member allegedly used excessive force, fracturing patient's arm and causing severe emotional damage 	11/13/2019	Settled pending court approval

	Claim	Alleged slip and fall resulting in a head injury	<ul style="list-style-type: none"> Unidine employee slipped and fell on walkway on premises outside Hampstead Hospital on 03/17/2015; Spouse claims loss of spousal consortium due to injury 	03/06/2018	Closed 02/21/2020; Settled
	Suit	Alleged slip and fall resulting in a concussion and left shoulder injury	<ul style="list-style-type: none"> Patient visitor slipped and fell in parking lot, resulting in injury on 12/13/2013; Declined medical evaluation and/or ambulance 	09/15/2016	Closed 04/09/2018; Settled
	Claim	Alleged negligent patient monitoring resulting in a fall, a concussion, and a jaw injury	<ul style="list-style-type: none"> Patient reported new medication caused adverse side effect of dizziness; Patient fell, resulting in injury on 02/04/2015; Medication discontinued following incident 	08/17/2016	Closed 03/16/2018; Settled
	Suit	Alleged negligent prescription of anti-psychotic medication resulting in	<ul style="list-style-type: none"> Small claim complaint; Prescribed Latuda to treat Bipolar Disorder; 	10/25/2016	Closed 02/23/2017; Claimant withdrew claim without prejudice

		memory loss, pain, and the need for additional hospitalization	Condition improved during course of his 7-day hospital stay		
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Section 4.17(b)
Permits

1. State of New Hampshire Pharmacy Permit Number 0054, issued 8/1/1976 and expiring 12/31/2022
2. US Department of Justice Controlled Substance Registration Certificate, issued 9/4/2019 and expiring 10/31/2022
3. State of New Hampshire Annual License Certificate to operate a hospital, issued 10/1/2021 and expiring 9/30/2022
4. The Joint Commission Hospital Accreditation issued 5/21/2019
5. New Hampshire Department of Labor Certificate of Inspection Boiler
6. New Hampshire Hazardous Waste Small Quantity Generator
7. Centers of Medicare & Medicaid Services Certificate of Waiver CLIA ID Number 30D0002851, issued 9/1/2020 and expiring 8/31/2022

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Section 4.18(b)
Environmental Permits

1. New Hampshire Department of Labor Certificate of Inspection Boiler
2. New Hampshire Hazardous Waste Small Quantity Generator

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Section 4.18(d)
Hazardous Substances

In 2010, asbestos was discovered in a standalone prefab home that was located on the property. The prefab home was immediately removed after asbestos was found.

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Section 4.18(e)
Storage Tanks

1. One, 6,000 gallon, #2 heating oil above ground storage tank (AST) northeast of the site building and used to fuel the two boilers which heat the portion of the site building constructed in 1974
2. Two, 1,000 gallon AST propane tanks located northwest of the hospital building providing fuel to the site HVAC system for the two additions
3. One, 175 gallon diesel tank for back-up generator located in hospital basement
4. One, 350 gallon diesel tank located outside to the northeast of the site building on a concrete pad
5. One, 200 gallon waste grease tank located in the kitchen
6. Four, 1,000 gallon underground propane tanks (in addition to the two propane ASTs listed above) located to the north of the hospital building
7. One, 500 gallon waste grease tank associated with kitchen processes located north of the site building
8. Multiple 1,000 to 2,000 gallon septic tanks on-site
9. On-site 30,000 gallon cistern supplied by three drilled drinking water wells

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Section 4.18(f)
Disposal of Hazardous Waste

In the past 10 years, Seller has utilized the following third parties for the disposal of Hazardous Waste:

1. United Medical Waste Management, Inc.
2. New England Medwaste
3. Stericycle, Inc.

Due to Seller's use of third parties to dispose of Hazardous Waste, Seller has a limited view as to where such waste is treated/stored. Seller knows that facilities operated by the below entities have received Seller's Hazardous Waste:

1. Curtis Bay Energy
2. Future Healthcare Systems CT
3. Future Waste LLC
4. Sharps Compliance, Inc.
5. Stericycle, Inc.
6. New York Environmental Services Corp

Seller maintains a New Hampshire Hazardous Waste Small Quantity Generator permit for its disposal of inhalers and warfarin. Seller utilizes Veolia ES Technical Solutions to transport and treat/store such waste.

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Section 4.18(h)
Environmental Reports and Documents

None.

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Section 4.18(j)
Environmental Attributes

None.

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Section 4.19(a)
Employee Benefit Matters

Retirement Plan – The Standard Retirement Services, Inc.

- Hampstead Hospital 401(k) Profit Sharing Plan #804210
- ELIGIBILITY: All employees (FT, PT & Per Diem), must be 21 years of age or older. Enrollment effective 1st of month following ninety (90) days of employment.

Group Health & Welfare Plans – ELIGIBILITY: All full-time employees working thirty (30) or more hours per week. Enrollment effective 1st of month following sixty (60) days of employment.

1. Harvard Pilgrim Health Care
 - a. NH HMO Best Buy Tiered/Copay LP – ID# MD0000004759/RX0000011385
 - b. NH PPO Best Buy Tiered/Copay LP – ID# MD0000016913/RX0000011385
2. Northeast Delta Dental
 - a. Dental – Group #1773
 - b. Vision – Group # 901773
3. Sunlife Assurance Company of Canada
 - a. Short Term Disability, Life, Accidental Death & Dismemberment) – Policy #904406
4. Group Dynamic Inc.
 - a. Flexible Spending Account & Dependent Care Account

Other Benefits

1. Earned Time Off (ETFO) – 1st yr = 33 days, 4th yr = 38 days, 7th yr = 44 days
2. Differential Pay- Evening = \$1.75, Night = \$5.50, Weekend = \$3.00, Charge = \$1.50
Supervisor = \$4.00
3. Bereavement Pay - Up to four (4) paid days off, commencing on date of death of immediate family member.
4. Jury Duty - Seller will pay difference between regular & jury pay
5. Tuition Reimbursement
 - a. Full-time employees with three (3) or more years of service to the Hospital will be reimbursed at an 80% rate, up to a maximum of \$2,500/year.
 - b. Full-time employees with less than three (3) years of service to the Hospital will be reimbursed at a 60% rate, up to a maximum of \$2,100/year.
 - c. Part-time employees with three (3) or more years of service to the Hospital will be reimbursed at an 80% rate, up to a maximum of \$1,700/year.
 - d. Part-time employees with less than three (3) years of service to the Hospital will be reimbursed at a 60% rate, up to a maximum of \$1,250/year.
6. Discount Tickets to certain amusement parks
7. Meals (1 each workday)
8. Coffee break (1 every 4 hours)

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Section 4.19(j)
Transaction Benefits

None.

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Public Version

Section 4.20(a)

Employees, Contractors and Consultants

Exhibit 4.20(a)(i), which outlines the requested information for employees, independent contractors and consultants, is incorporated herein by reference. Additionally, Exhibit 4.20(a)(ii) outlines earned time off accrual for Seller's employees, which haven't been paid yet, but which will be paid by Seller on or prior to the Closing Date.

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Exhibit 4.20(a)(i)

Department - Current	First Name	Last Name	POSITION	STATUS	HIKE DATE	SENIORITY	Rate	Default Hours	2021 Bonus or other incentive-based compensation	Available Benefits
6501 - WAGES ADMIN OFFICE			COUNSELLOR	E	07/14/2021	07/14/2021		80.00		refer to Section 4.15(a) of the disclosure schedules
6501 - WAGES ADMIN OFFICE			RECEPTIONIST	E	07/19/2021	07/19/2021		16.00		ETC, 401K & Tuition reimbursement
6502 - WAGES BUSINESS OFFICE			PROGRAM DIRECTOR	NR	07/09/2001	07/09/2001		80.00		refer to Section 4.15(a) of the disclosure schedules
6501 - WAGES ADMITTING OFFICE			COUNSELLOR	E	07/05/2006	07/05/2006		64.00		refer to Section 4.15(a) of the disclosure schedules
1501 - WAGES CHIEF D.A.M.R. PROG. ADMIN			COUNSELLOR	E	09/02/2021	09/02/2021		64.00		refer to Section 4.15(a) of the disclosure schedules
2701 - WAGES DEV. DISAB. ADMIN P			PER DEPM COUNSELLOR	E	10/07/2007	10/07/2007		0.00		None
1501 - WAGES ADULT PSYCH ADMIN			ADMINISTRATIVE WORKER	E	07/09/2008	07/09/2008		64.00		refer to Section 4.15(a) of the disclosure schedules
6502 - WAGES BUSINESS OFFICE			RECEPTIONIST	E	09/17/2020	09/17/2020		16.00		ETC, 401K & Tuition reimbursement
6502 - WAGES BUSINESS OFFICE			MAINTENANCE TECHNICIAN	E	01/04/2012	01/04/2012		40.00		refer to Section 4.15(a) of the disclosure schedules
6501 - WAGES ADMIN OFFICE			PER DEPM PSYCH WORKER	E	11/12/2004	11/12/2004		0.00		None
6501 - WAGES ADMIN OFFICE			SOCIAL WORKER - MSW	E	09/07/2021	09/07/2021		80.00		refer to Section 4.15(a) of the disclosure schedules
6501 - WAGES ADMIN OFFICE			STAFF PSYCHIATRIST	NR	01/20/2021	01/20/2021		80.00		refer to Section 4.15(a) of the disclosure schedules plus reimbursement of license renewal and professional liability insurance
6503 - WAGES ADMITTING OFFICE			PER DEPM COUNSELLOR	E	01/21/2000	12/04/2010		0.00		None
6501 - WAGES MEDICAL RECORDS			COUNSELLOR	E	07/07/2015	07/07/2015		64.00		refer to Section 4.15(a) of the disclosure schedules
1501 - WAGES CHIEF D.A.M.R. PROG. ADMIN			ACTS PAYABLE FINANCE O		11/23/2015	05/12/2020		72.00		refer to Section 4.15(a) of the disclosure schedules
1501 - WAGES CHIEF D.A.M.R. PROG. ADMIN			HR CASE MANAGER	E	09/20/2021	09/20/2021		80.00		refer to Section 4.15(a) of the disclosure schedules
2701 - WAGES DEV. DISAB. ADMIN P			ACTS PAYABLE FINANCE O		04/19/2021	04/19/2021		80.00		refer to Section 4.15(a) of the disclosure schedules
2701 - WAGES DEV. DISAB. ADMIN P			SENIOR COUNSELLOR	E	04/27/2015	05/08/2016		64.00		refer to Section 4.15(a) of the disclosure schedules
2701 - WAGES DEV. DISAB. ADMIN P			PER DEPM RN	E	10/12/2021	10/12/2021		0.00		None
2801 - WAGES PSYCHIATRY BASE			PER DEPM RN	E	09/17/2018	06/22/2019		0.00		None
2801 - WAGES PSYCHIATRY BASE			MAINTENANCE TECHNICIAN	E	04/18/2011	04/18/2011		80.00		refer to Section 4.15(a) of the disclosure schedules
2801 - WAGES PSYCHIATRY BASE			PER DEPM SOCIAL WORKER	NR	03/18/2008	03/18/2008		80.00		refer to Section 4.15(a) of the disclosure schedules
5501 - WAGES PHARM			COUNSELLOR	E	02/23/2012	10/04/2015		64.00		refer to Section 4.15(a) of the disclosure schedules
6601 - WAGES NURSING ADMIN			COUNSELLOR	E	02/05/2007	06/27/2010		64.00		refer to Section 4.15(a) of the disclosure schedules
6601 - WAGES NURSING ADMIN			SOCIAL WORKER - MSW	E	11/25/2013	11/25/2013		80.00		refer to Section 4.15(a) of the disclosure schedules
6503 - WAGES ADMITTING OFFICE			PER DEPM SOCIAL WORKER	E	09/19/2007	09/19/2007		0.00		None
6503 - WAGES ADMITTING OFFICE			PER DEPM COUNSELLOR	E	06/03/2008	04/03/2020		0.00		None
6503 - WAGES ADMITTING OFFICE			NURSE PRACTITIONER	NR	11/23/2020	11/23/2020		80.00		refer to Section 4.15(a) of the disclosure schedules plus reimbursement of license renewal and professional liability insurance
6503 - WAGES ADMITTING OFFICE			SOCIAL WORKER - MSW	E	04/26/2021	04/26/2021		80.00		refer to Section 4.15(a) of the disclosure schedules
6503 - WAGES ADMITTING OFFICE			RECEPTIONIST	E	05/01/1996	05/01/1996		80.00		refer to Section 4.15(a) of the disclosure schedules
6503 - WAGES ADMITTING OFFICE			COX	NR	11/13/1995	04/08/2019		80.00		refer to Section 4.15(a) of the disclosure schedules
1001 - WAGES MEDICAL RECORDS			ADMINISTRATIVE WORKER	E	08/25/2005	08/25/2005		80.00		refer to Section 4.15(a) of the disclosure schedules
1001 - WAGES MEDICAL RECORDS			COUNSELLOR	E	09/07/2021	09/07/2021		64.00		refer to Section 4.15(a) of the disclosure schedules
1001 - WAGES MEDICAL RECORDS			REGISTERED NURSE	E	07/07/2008	07/07/2008		64.00		refer to Section 4.15(a) of the disclosure schedules
1505 - WAGES CHIEF D.A.M.R. PROG. COUNSEL			PER DEPM SOCIAL WORKER	E	04/07/2005	07/07/2005		0.00		None
1505 - WAGES CHIEF D.A.M.R. PROG. COUNSEL			PER DEPM COUNSELLOR	E	10/09/2021	10/09/2021		0.00		None
1505 - WAGES CHIEF D.A.M.R. PROG. COUNSEL			PER DEPM SOCIAL WORKER	E	07/20/2007	07/20/2007		0.00		None
1506 - WAGES CHIEF D.A.M.R. PROG. SOC. SERV			PER DEPM COUNSELLOR	E	10/06/2017	05/25/2020		0.00		None
1506 - WAGES CHIEF D.A.M.R. PROG. SOC. SERV			PER DEPM RN	E	05/09/2020	05/25/2019		0.00		None
2201 - WAGES ENVIRONMENTAL SERV			PER DEPM RN	E	01/02/2021	01/04/2021		0.00		None
2201 - WAGES ENVIRONMENTAL SERV			CN	NR	03/13/1991	05/30/1993		80.00		refer to Section 4.15(a) of the disclosure schedules
2201 - WAGES ENVIRONMENTAL SERV			PER DEPM COUNSELLOR	E	01/04/2011	08/17/2021		0.00		None
2705 - WAGES DEV. DISAB. COUNSELLOR P			SENIOR COUNSELLOR	E	04/25/2011	04/25/2011		64.00		refer to Section 4.15(a) of the disclosure schedules
2705 - WAGES DEV. DISAB. COUNSELLOR P			COUNSELLOR	E	04/25/2021	05/25/2021		64.00		refer to Section 4.15(a) of the disclosure schedules
2706 - WAGES DEV. DISAB. SOC. SERV. P			REGISTERED NURSE	E	03/19/2011	03/19/2011		64.00		refer to Section 4.15(a) of the disclosure schedules
2706 - WAGES DEV. DISAB. SOC. SERV. P			SENIOR COUNSELLOR	E	07/19/2021	07/19/2021		64.00		refer to Section 4.15(a) of the disclosure schedules
3502 - WAGES ADULT PSYCHRN			COUNSELLOR	E	07/14/2006	07/14/2006		80.00		refer to Section 4.15(a) of the disclosure schedules
3506 - WAGES ADULT PSYCH SOC. SERV			SENIOR COUNSELLOR	E	12/27/2011	07/27/2011		64.00		refer to Section 4.15(a) of the disclosure schedules
3501 - WAGES ADULT PSYCH SOC. SERV			PHARMACY DIRECTOR	NR	05/12/2013	05/12/2013		80.00		refer to Section 4.15(a) of the disclosure schedules plus reimbursement for license renewal
6601 - WAGES NURSING ADMIN			PER DEPM COUNSELLOR	E	10/20/2011	07/19/2021		0.00		None
6601 - WAGES NURSING ADMIN			HR CASE MANAGER	E	10/09/2011	10/10/2011		80.00		refer to Section 4.15(a) of the disclosure schedules
6601 - WAGES NURSING ADMIN			REGISTERED NURSE	E	07/19/1991	07/19/1991		80.00		refer to Section 4.15(a) of the disclosure schedules
6502 - WAGES BUSINESS OFFICE			REGISTERED NURSE	E	07/27/2015	07/27/2015		64.00		refer to Section 4.15(a) of the disclosure schedules
2702 - WAGES DEV. DISAB. RN P			SENIOR COUNSELLOR	E	02/01/2021	02/04/2021		64.00		refer to Section 4.15(a) of the disclosure schedules
6503 - WAGES ADMITTING OFFICE			HR CASE MANAGER	E	04/04/2012	04/04/2012		80.00		refer to Section 4.15(a) of the disclosure schedules
6503 - WAGES ADMITTING OFFICE			PER DEPM SOCIAL WORKER	E	07/27/2020	07/13/2021		0.00		None
1502 - WAGES CHIEF D.A.M.R. PROGRAM			PER DEPM COUNSELLOR	E	11/07/2011	11/07/2011		0.00		None
1502 - WAGES CHIEF D.A.M.R. PROGRAM			PER DEPM COUNSELLOR	E	01/19/2015	05/29/2021		0.00		None
1502 - WAGES CHIEF D.A.M.R. PROGRAM			PER DEPM PHARM TECH	E	02/21/2019	02/21/2019		0.00		None
1502 - WAGES CHIEF D.A.M.R. PROGRAM			PER DEPM SUPERVISOR	E	01/05/2015	01/05/2015		64.00		refer to Section 4.15(a) of the disclosure schedules
1502 - WAGES CHIEF D.A.M.R. PROGRAM			PER DEPM COUNSELLOR	E	01/25/2016	11/07/2020		0.00		None
1502 - WAGES CHIEF D.A.M.R. PROGRAM			PER DEPM SOCIAL WORKER	E	04/04/2018	04/04/2018		0.00		None
1501 - WAGES CHIEF D.A.M.R. PROG. COUNSEL			REGISTERED NURSE	E	06/03/2020	06/03/2020		64.00		refer to Section 4.15(a) of the disclosure schedules
1501 - WAGES CHIEF D.A.M.R. PROG. COUNSEL			ADMINISTRATIVE WORKER	E	01/21/1998	01/21/1998		64.00		refer to Section 4.15(a) of the disclosure schedules
1501 - WAGES CHIEF D.A.M.R. PROG. COUNSEL			PER DEPM SOCIAL WORKER	E	09/25/2017	09/25/2017		0.00		None
1505 - WAGES CHIEF D.A.M.R. PROG. COUNSEL			ADMINISTRATIVE WORKER	E	03/14/2011	03/14/2011		80.00		refer to Section 4.15(a) of the disclosure schedules
1505 - WAGES CHIEF D.A.M.R. PROG. COUNSEL			COUNSELLOR	E	11/09/2020	11/10/2021		64.00		refer to Section 4.15(a) of the disclosure schedules
1504 - WAGES CHIEF D.A.M.R. PROG. SOC. SERV			PER DEPM RN	E	09/12/2011	11/28/2017		0.00		None

Recorded & Indexed Version

Exhibit 4.20(a)(ii)

System: 11/9/2021 9:50:46 AM
 User Date: 11/9/2021

Hampstead Hospital
 SUMMARY INQUIRY FOR 2021
 General Ledger

Page: 1
 User ID: pr

Account: 2110
 Currency:

ACCUMULATED EARNED TIME PAYABLE

Period	Debit	Credit	Net Change	Period Balance
Beginning Balance	\$30,357.00	\$604,354.59	(\$573,997.59)	(\$573,997.59)
Period 1		\$26,042.23	(\$26,042.23)	(\$600,039.82)
Period 2		\$39,204.03	(\$39,204.03)	(\$639,243.85)
Period 3		\$27,219.99	(\$27,219.99)	(\$666,463.84)
Period 4	\$13,282.60		\$13,282.60	(\$653,181.24)
Period 5		\$17,909.90	(\$17,909.90)	(\$671,091.14)
Period 6	\$32,642.41		\$32,642.41	(\$638,448.73)
Period 7	\$18,100.86		\$18,100.86	(\$620,347.87)
Period 8	\$28,019.81		\$28,019.81	(\$592,328.06)
Period 9	\$24,577.50		\$24,577.50	(\$567,750.56)
Period 10		\$13,213.03	(\$13,213.03)	(\$580,963.59)
Period 11			\$0.00	(\$580,963.59)
Period 12			\$0.00	(\$580,963.59)
Totals:	\$146,980.18	\$727,943.77	\$580,963.59	\$580,963.59

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 Public Version

Section 4.20(b)

Collective Bargaining Agreements, Unions

1. Collective Bargaining Agreement, August 1, 2019 to March 31, 2020, by and between Hampstead Hospital and State Employees' Association of NH, Inc. Service Employees International Union, Local 1984, CTW, CLC.

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Public Version

Section 4.20(c)
Employee Classification

None.

Redacted
Public Version

Section 4.21(b)
Taxes

None.

Redacted
Public Version

Section 4.24
Provider Agreements

1. Veterans Choice Program Provider Agreement, by and between the Department of Veteran Affairs and Hampstead Hospital.
2. MaineCare Provider Agreement, dated as of January 1, 2012, by and between Maine's Department of Health and Human Services and Hampstead Outlook, Inc.
3. General Provider Agreement, dated as of January 28, 2019, by and between the Department of Vermont Health Access and Hampstead Hospital.
4. Agreement re: Children's Behavioral Health Acute Care Treatment, dated as of July 31, 2017, by and between the State of New Hampshire and Hampstead Outlook Inc. dba Hampstead Hospital.
5. New Hampshire Title XIX Program Provider Participation Agreement, dated as of September 20, 2013, by and between the State of New Hampshire and Hampstead Outlook, Inc.
6. Provider Enrollment Agreement, dated as of January 25, 2018, by and between the State of Connecticut Department of Social Services and Hampstead Hospital.
7. Tenth Amendment to the Facility Participation Agreement, by and between United Behavioral Health, Inc. and Hampstead Outlook, Inc. dba Hampstead Hospital dated as of February 9, 2015.
8. Amendment to United Behavioral Health Provider Participation Agreement for VA Community Care Program, by and between United Behavioral Health and Hampstead Hospital.
9. Amendment to Institutional Services Agreement between Cigna Behavioral Health and Hampstead Hospital, dated as of March 27, 2019.
10. Hospital Services Agreement, dated as of March 1, 2020, by and between AmeriHealth Caritas New Hampshire, Inc. and Hampstead Hospital.
11. ValueOptions Facility Agreement, dated as of , by and between Hampstead Outlook, Inc dba Hampstead Hospital and ValueOptions, Inc, and all related amendments.
12. Amendment to Agreement, dated as of December 1, 2013, by and between Beacon Health Strategies, LLC and Hampstead Hospital.
13. Amendment to Agreement, dated as of March 30, 2012, by and between Beacon Health Strategies, IPA, LLC and Hampstead Hospital.
14. Amendment to Agreement, dated as of January 1, 2013, by and between Beacon Health Strategies, IPA, LLC and Hampstead Hospital.
15. Amendment to Agreement, dated as of April 1, 2013, by and between Beacon Health Strategies, IPA, LLC and Hampstead Hospital.
16. Amendment to Agreement, dated as of July 1, 2013, by and between Beacon Health Strategies, IPA, LLC and Hampstead Hospital.
17. Amendment to Agreement, dated as of January 1, 2014, by and between Beacon Health Strategies, IPA, LLC and Hampstead Hospital.
18. Amendment to Agreement, dated as of July 1, 2018, by and between Beacon Health Strategies, IPA, LLC and Hampstead Hospital.

19. Facility Participation Agreement, dated as of March 1, 2018, by and between Massachusetts Behavioral Health Partnership and Hampstead Hospital.
20. Health Services Agreement, dated as of January 1, 2019, by and between Hampstead Outlook, Inc. dba Hampstead Hospital and Tufts Associated Health Maintenance Organization, Inc.
21. Amendment to the Agreement between Tufts Health Public Plans, Inc. and Hampstead Outlook, Inc. dba Hampstead Hospital, dated as of July 1, 2021.
22. Amendment to Health Services Agreement, by and between Tufts Health Plan and Hampstead Hospital dated January 1, 2019.
23. Amendment to Allied Health Services Provider Agreement, dated as of August 26, 2020, by and between Tufts Associated Health Maintenance Organization, Inc., Total Health Plan, Inc. and Hampstead Hospital.
24. Seller bills the following Government Programs
 - i. Medicare advantage plans.
 1. United Healthcare/UBH has Medicare advantage plans
 2. Mass BCBS has Medicare Advantage Plans
 3. Cigna has Medicare Advantage Plans
 4. Martins Point
 5. Harvard Pilgrim has Medicare Advantage Plans
 6. Wellcare (NHHF MCO)
 - ii. New Hampshire Straight Medicaid
 1. Medicaid MCO NHHF
 2. Medicaid MCO AmeriHealth
 3. Medicaid MCO – Well Sense – Beacon Health
 4. Mass Health Straight Medicaid
 5. BMC
 6. MBHP
 7. Tufts Health Together Public Plans
 - iii. Government
 1. Medicare
 2. GEHA
 3. Tricare East (Humana Military)
 4. VA
 5. Federal BCBS

Section 4.25(a)
Medical Staff By-Laws

Exhibit 4.25(a) is incorporated herein by reference.

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HAMPSTEAD HOSPITAL
Medical Staff Bylaws

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Table of Contents

ARTICLE I: Name	6
1.1 Name	6
ARTICLE II: Purposes and Responsibilities	6
2.1 Purpose	6
2.2 Responsibilities	6
ARTICLE III: Medical Staff Membership	7
3.1 Nature of Medical Staff Membership	7
3.2 Basic Qualifications for Medical Staff Membership	7
3.3 Basic Responsibilities of Medical Staff Membership	8
3.4 Duration of Appointment	8
3.5 Provisional Status	8
3.6 Leave of Absence	9
ARTICLE IV: Categories of the Medical Staff	10
4.1 Categories	10
4.2 Active Staff	10
4.3 Associate (Provisional) Staff	11
4.4 Consulting Staff	12
4.5 Affiliate Staff	12
4.6 Courtesy Staff	13
ARTICLE V: Licensed Independent Practitioners	13
5.1 Qualifications	13
5.2 Procedure for Specification of Service	14
5.3 Conditions of Appointment	14
5.4 Prerogatives	15
5.5 Responsibilities	16
ARTICLE VI: Procedures for Appointment and Re-appointment	16
6.1 General Procedure	16
6.2 Application for Initial Appointment	16
6.3 Credentialing Procedures	18
6.4 Processing the Application	20
6.5 Re-appointment Process	24
6.6 Requests for Modification of Appointment	27
ARTICLE VII: Determination of Clinical Privileges	28
7.1 Description of Initial Clinical Privileges	28
7.2 Exercise of Privileges	28
7.3 Delineation of Privileges in General	28
7.4 Temporary Privileges	29
7.5 Emergency/Disaster Privileges	30
7.6 Privilege Delineation	31
7.7 Re-appointment Process	33
ARTICLE VIII: Corrective Action	34
8.1 Routine Corrective Action	34
8.2 Summary Suspension of Privilege	35
8.3 Automatic Suspension Criteria	36
ARTICLE IX: Interviews and Hearings Related to Corrective Actions	37
9.1 Interviews	37
9.2 Hearings	37
ARTICLE X: Staff Clinical Departments	37
10.1 Organization	37
10.2 Designation	38
10.3 Assignment to Departments	38
10.4 Function of Psychiatry Department	38
ARTICLE XI: Officers	39
11.1 Officers of the Medical Staff	39
ARTICLE XII: Committees and Functions	40

12.1	Designation and Substitution.....	40
12.2	Medical Executive Committee	40
12.3	Functions	42
12.4	Description of Functions	43
12.5	Representation of Interdisciplinary Hospital Committees.....	48
12.6	Special Committees of the Staff	48
12.7	Regular Medical Staff Meetings.....	49
12.8	Notice of Meetings	49
12.9	Quorum.....	50
12.10	Manner of Action.....	50
12.11	Minutes	50
12.12	Attendance Requirements	50
12.13	Absence from Meetings.....	50
12.14	Special Appearance.....	50
ARTICLE XIII:	General Provisions.....	51
13.1	Staff Rules and Regulations	51
13.2	Professional Liability Insurance	51
13.3	Forms.....	51
13.4	Construction of Terms and Headings	51
13.5	Transmittal of Reports	51
ARTICLE XIV:	Adoption and Amendment to Bylaws, Rules and Regulations, and Fair Hearing Plan.....	52
14.1	Methodology	52
14.2	Adoption.....	52
ARTICLE XV:	.....	52
15.1	Practitioner Health	52
15.2	Hospital Policy Regarding Impaired Practitioners	53

Redacted
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Definitions

1. Board of Directors (Board) means the Governing Authority or Governing Body of the corporation.
2. President means the individual appointed by the Board to act on its behalf in the overall management of the Hospital.
3. Medical Staff or Staff means the formal organization of all duly licensed Physicians and Licensed Independent Practitioners who have been privileged by the Board to attend patients in the Hospital. Medical Staff means the Organized Medical Staff as a whole.
4. Medical Executive Committee (MEC) means the Executive Committee of the Medical Staff.
5. Physician means an individual with a M.D. or D.O. degree who is properly licensed to practice medicine in the state of New Hampshire (NH).
6. Licensed Independent Practitioner (LIP) means an individual, other than a licensed Physician, whose patient care services shall be processed through the usual Medical Staff channels delineating his qualifications, status, clinical duties, and responsibilities.
7. Practitioner means, unless otherwise limited, any Physician or LIP applying for or exercising clinical privileges at Hampstead Hospital.
8. Clinical privileges or privileges means the permission granted to a Practitioner by the Organized Medical Staff and the Board to render specific diagnostic, therapeutic, and medical services.
9. Prerogative means a participatory right granted, by virtue of Staff category or otherwise, to a Staff member and exercisable subject to the conditions imposed in these Bylaws and in other Hospital policies and procedures.
10. Ex-officio means service as a member of a body by virtue of an office or position held and, unless otherwise expressly provided, means without voting rights.
11. Special notice means written notification sent by certified or registered mail, return receipt requested.
12. Medical Staff year means the period of January 1st through December 31st.
13. Performance Improvement (PI) refers to the Hospital program to improve the quality and safety of patient-related care and services.

Preamble

WHEREAS, Hampstead Hospital is a private corporation organized under the laws of the state of NH and not an agency or instrumentality of any state, county or federal government; and

WHEREAS, it is recognized that no Practitioner shall be entitled Medical Staff membership and privileges at this Hospital solely by reason of education, licensure, or membership on the Medical Staff of another hospital; and

WHEREAS, its purpose is to serve as an acute care psychiatric Hospital providing patient care, education, and research; and

WHEREAS, it is recognized that one of the aims and goals of the Medical Staff is to strive for optimal achievable quality patient care in the Hospital, that the Medical Staff must cooperate with and is subject to the ultimate authority of the Board, and that the cooperative efforts of the Medical Staff, Leadership, and the Board are necessary to fulfill the Hospital's aims and goals in providing optimal achievable patient care to patients in the Hospital;

THEREFORE, the Physicians and LIPs practicing in Hampstead Hospital thereby organize themselves into the Medical Staff in conformity with these Bylaws.

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ARTICLE I: Name

1.1 Name

The name of this organization shall be the Medical Staff of Hampstead Hospital, Hampstead, NH.

ARTICLE II: Purposes and Responsibilities

2.1 Purpose

The purpose of the Medical Staff is:

- 2.1-1 To ensure that all patients admitted to or treated in any of the services of the Hospital receive optimal achievable quality patient care, commensurate with community resources;
- 2.1-2 To serve as a primary means for accountability to the Board to ensure an optimal level of professional performance of all Practitioners authorized to practice in the Hospital through the appropriate delineation of the clinical privileges and through an ongoing review and evaluation of each Practitioner's performance in the Hospital;
- 2.1-3 To serve as a means of accountability and the reporting of results to the Board of patient care evaluations, continued monitoring and other PI activities in accordance with the Hospital's PI and Patient Safety Program;
- 2.1-4 To provide an appropriate educational setting that will assist in maintaining patient care standards and that will lead to continuous advancement in professional knowledge and skill;
- 2.1-5 To initiate and maintain rules and regulations for the proper functioning of the Medical Staff; and appended hereto
- 2.1-6 To provide a means whereby issues concerning the Medical Staff and Hospital may be discussed by the Medical Staff with the Board and the President/CEO.

2.2 Responsibilities

The responsibilities of the Medical Staff are:

- 2.2-1 To account for the quality and appropriateness of patient care rendered by all Practitioners authorized to practice in the Hospital through the following measures:
 - a. A credentialing procedure, including a mechanism for appointment and re-appointment and the delineation of clinical privileges;
 - b. A Utilization Review Plan based on the requirements of the Hospital's Utilization Review Plan;
 - c. An organizational structure that allows continuous monitoring of patient care practices; and
 - d. Patient care evaluations of the quality of patient care and the reporting of the results to the Patient Safety and PI Committees and ultimately the Board.

- 2.2-2 To initiate and pursue corrective actions with respect to Practitioners when warranted;
- 2.2-3 To develop, administer, and seek compliance with these Bylaws, Rules and Regulations, and other medical care related Hospital policies and procedures;
- 2.2-4 To assist in identifying community mental health needs and in setting appropriate institutional goals and implementing programs to meet those needs; and
- 2.2-5 To exercise the authority granted by these Bylaws as necessary to adequately fulfill the foregoing responsibilities.

ARTICLE III: Medical Staff Membership

3.1 Nature of Medical Staff Membership

Medical Staff membership is a privilege extended by the Hospital and is not a right of any Practitioner. Membership on the Medical Staff or the exercise of temporary privileges shall be extended only to professionally competent Practitioners who continuously meet the qualifications, standards, and requirements set forth in these Bylaws. Appointment to and membership on the Staff shall confer on the appointee or member only such clinical privileges and prerogatives as have been granted by the Board in accordance with these Bylaws. No Practitioner shall admit or provide services to patients in the Hospital unless he is a member of the Staff or has been granted temporary privileges in accordance with the procedures set forth in Section 7.4 of these Bylaws.

3.2 Basic Qualifications for Medical Staff Membership

3.2-1 Basic Qualifications

- a. Only Practitioners legally licensed to practice in the state of NH who meet the following basic qualifications shall be qualified for membership on the Medical Staff:
 - (1) Document their experience, background, training, demonstrated ability, and physical and mental health status with sufficient adequacy to demonstrate to the Medical Staff and the Board that any patient treated by them will receive care of the generally recognized professional level established by the Hospital; and
 - (2) Are determined, on the basis of documented references, to adhere strictly to the legally enforceable ethics of their respective professions, to work cooperatively with others, and to be willing to participate in the discharge of Staff responsibilities.

3.2-2 Effect of Other Affiliations

No Practitioner shall be automatically entitled to membership on the Medical Staff or to the exercise of particular clinical privileges merely because he is licensed to practice in this state or any other state, or because he is a member of any professional organization, or because he had, or presently has, Staff membership at this Hospital or at another health care facility in another private setting.

3.2-3 Nondiscrimination

No aspects of Medical Staff membership or particular clinical privileges shall be denied on the basis of sex, race, creed, color, national origin or on the basis of any other criterion unrelated to the delivery of optimal achievable quality patient care in the Hospital, to professional ability and judgment, or to community need.

3.2-4 Ethics

The burden shall be on the applicant to establish that he is professionally competent and worthy in character, professional ethics, and conduct. Acceptance of membership on the Medical Staff shall constitute the members certification that he has in the past, agrees that he will in the future, strictly abide by the lawful Principles of Medical Ethics of the American Medical Association or the Code of Ethics of the American Psychiatric Association.

3.3 Basic Responsibilities of Medical Staff Membership

Each member of the Medical Staff shall:

- a. Provide his patients with care at the generally recognized professional level of quality and efficiency;
- b. Abide by the current Medical Staff Bylaws, Rules and Regulations, Hospital policies and procedures, and by all other lawful standards;
- c. Discharge such Staff, Committee and Hospital functions for which he is responsible by appointment, election or otherwise;
- d. Prepare and complete in timely fashion the medical and other required records for all patients he admits or in any way provides care to in the Hospital; and
- e. Keep confidential all information to which he has access pursuant to participation in any peer review process, including, but not limited to, MEC action taken and interviews or hearings conducted pursuant to Article VIII and Article IX hereof, or any proceeding commenced in accordance with the Fair Hearing Plan.

3.4. Duration of Appointment

3.4-1 Duration of Initial and Modified Appointments

All initial appointments are for a provisional period of twelve (12) months.

3.4-2 Duration of Re-appointments

Re-appointments to any category of the Medical Staff shall be for a period of two (2) years.

3.5 Provisional Status

3.5-1 Initial Appointments

Except as otherwise determined by the Board, all initial appointments shall be provisional and to the Associate Staff category. Each provisional appointee shall be assigned to the Medical Director to determine his eligibility for membership on the Staff category requested by the Practitioner and for exercising the clinical privileges provisionally

granted. All initial appointments and renewals shall remain provisional until the MEC has furnished to the President/CEO and the Board:

- a. A statement signed by the Medical Director that the appointee meets all of the qualifications, has discharged all of the responsibilities, and has not exceeded or abused the prerogatives of the Staff category to which he was provisionally appointed, and has satisfactorily demonstrated his ability to exercise the clinical privileges granted to him; and
- b. A satisfactory evaluation and monitoring process signed by the Medical Director.

3.5-2 Modification in Staff Category and Clinical Privileges

The MEC may recommend to the Board that a change in Staff category of a current Staff member or the granting of additional privileges to a current Staff member pursuant to Section 6.5 may be made provisional in accordance with procedures similar to those outlined in Section 3.5-1 for initial appointments.

3.5-3 Renewals

Provisional status may not be renewed for more than one (1) year. If the provisional appointee fails within that period to furnish the certification required in Section 3.5-1, his Staff membership or particular clinical privileges, as applicable, shall automatically terminate. The appointee so affected shall be given special notice of such termination and shall be entitled to the procedural rights afforded in Article X.

3.6 Leave of Absence

3.6-1 Leave Status

A Staff member may obtain voluntary leave of absence from the Medical Staff by submitting written notice to the Chairman of the MEC and the President/CEO stating the exact period of time of the leave, which may not exceed one (1) year. When an Active Staff member has not admitted a patient to the Hospital or has not provided medical or psychiatric services to any patient in the Hospital for twelve (12) months, he shall be given notice by the President/CEO that in thirty (30) days he shall automatically be deemed to be in leave of absence status for the next succeeding six (6) months. During a period of a leave, the Staff member's privileges and prerogatives shall be suspended.

3.6-2 Termination of Leave

At least sixty (60) days prior to the termination of the leave, or at any earlier time, the Staff member may request reinstatement of his privileges and prerogatives by submitting a written notice to that effect to the President/CEO for transmittal to the MEC. The Staff member shall submit a written summary of his relevant activities during the leave, if the MEC so requests. A Staff member placed automatically on leave status as provided in Section 3.6-1 shall also, if requested by the MEC, account in a written summary for his relevant activities during the entire period in which he did not admit patients to or practice in the Hospital. The MEC shall make a recommendation to the Board concerning the reinstatement of the Staff member's privileges and prerogatives. Failure to request reinstatement or to provide a requested summary of activities as above provided shall result in automatic termination of Staff membership, privileges and prerogatives without right of hearing or appellate review. A request for Staff membership subsequently received from a Staff member so terminated shall be submitted and processed in the manner specified for applications for initial appointments.

If a Staff member requested leave of absence status for the purpose of obtaining further medical practice, reinstatement will become automatic upon request. However, any new privileges requested will be acted upon and monitored in similar fashion as if the Staff member were a new applicant.

Reinstatement will be automatic if leave of absence is for serving armed services commitment. If a leave of absence occurs with no medical activity for twelve (12) or more months, the MEC may require proof of competency by either further education (e.g. a refresher course) and/or appropriate monitoring for a period of time to ensure continuing competence.

ARTICLE IV: Categories of the Medical Staff

4.1 Categories

- a. Active Staff;
- b. Associate (Provisional) Staff;
- c. Consulting Staff;
- d. Affiliate Staff; and
- e. Courtesy Staff.

4.2 Active Staff

4.2-1 Qualifications

The Active Staff shall consist of Practitioners, each of whom:

- a. Meets the basic qualifications set forth in Section 3.2-1;
- b. Whose office and residence are close enough to the Hospital to provide continuous care to his patients; and
 - (1) Determination of "close enough" shall be made by the Board.
- c. Regularly admits patients to, or is otherwise regularly involved in, the care of patients in the Hospital.

4.2-2 Prerogatives

The prerogatives of an Active Staff member shall be to:

- a. Admit or treat patients without limitation, unless otherwise provided herein;
- b. Exercise such clinical privileges as are granted to him pursuant to Article VII;
- c. Vote on all matters presented at regular and special meetings of the MEC and other Committees of which he is a member; and
- d. Hold membership in the Staff organization and Committees of which he is a member.

4.2-3 Responsibilities

Each member of the Active Staff shall:

- a. Meet the basic responsibilities set forth in Section 3.3;
- b. Retain responsibility within his professional competence for the continuous care and supervision of each patient in the Hospital for whom he is providing services, or arrange a suitable alternative for such care and supervision;
- c. Actively participate in the patient care evaluation and other quality evaluation and monitoring activities required of the Staff, in supervising provisional appointees where appropriate, and in discharging such other Staff functions as may be required from time to time; and
- d. Satisfy the requirements set forth in Article XII for attendance at meetings of the MEC and other Committees of which he is a member.

4.3 Associate (Provisional) Staff

4.3-1 Qualifications

The Associate Staff shall consist of Practitioners serving in a provisional status, each of whom:

- a. Is eligible for advancement to Active Staff membership and will, in the ordinary course of events and unless he requests otherwise, be advanced to Active Staff status after serving one (1) year on the Associate Staff; and
- b. Meets the qualifications specified in Section 4.2-1 for members of the Active Staff.

4.3-2 Prerogatives

The prerogatives of an Associate Staff member shall be to:

- a. Admit or treat patients without limitation, unless otherwise provided herein;
- b. Exercise such clinical privileges as are granted to him pursuant to Article VII; and
- c. Hold membership in the Staff organization and Committees of which he is a member.

4.3-3 Responsibilities

Each member of the Associate Staff shall:

- a. Be required to discharge the same responsibilities as those specified in Section 4.2-3 for members of the Active Staff.
 - (1) Failure to fulfill those responsibilities shall be grounds for termination of clinical privileges or denial of re-appointment.

4.4 Consulting Staff

4.4-1 Qualifications

The Consulting Staff shall consist of a special category of Practitioners, each of whom:

- a. Must be recognized by the medical community as an authority within his specialty.

4.4-2 Prerogatives

The prerogatives of a Consulting Staff member shall be to:

- a. Consult on patients by special invitation of an Active Staff member; and
- b. Attend by invitation all such meetings that he may wish to attend as a non-voting visitor.

Consulting Staff shall not admit patients to the Hospital nor be the primary provider to any patient within the Hospital. Consulting Staff members shall not be eligible to vote.

4.4-3 Responsibilities

Each member of the Consulting Staff shall:

- a. Order treatments and testing, as applicable; and
- b. Document services, as applicable.

4.4-4 Consulting Staff will follow all Medical Staff appointment/re-appointment requirements set forth in Article VI and Article VII.

4.5 Affiliate Staff

4.5-1 Qualifications

The Affiliate Staff shall consist of Practitioners, each of whom:

- a. Requests a limited arrangement or partnership with Hampstead Hospital.

Affiliate Staff membership does not entitle the Practitioner to Active, Associate, Consulting, Courtesy or any other status of the Medical Staff.

4.5-2 Prerogatives

The prerogatives of an Affiliate Staff member shall be to:

- a. Meet with their patients while they are inpatient;
- b. Attend treatment planning meetings; and
- c. Work actively with the treatment team regarding their patients' treatment.

Affiliate Staff shall not admit patients to the Hospital nor be the primary provider to any patient within the Hospital. Affiliate Staff members shall not be eligible to vote.

4.5-3 Responsibilities

Each member of the Affiliate Staff shall:

- a. Apply in writing with a letter to the President/CEO or Medical Director requesting such status.

4.5-4 The MEC shall review the status of all Affiliate Staff members annually.

4.6 Courtesy Staff

4.6-1 Qualifications

The Courtesy Staff shall consist of Practitioners, each of whom:

- a. Admits, refers or otherwise provides services for relatively few patients per quarter.
- b. Prior to appointment, provides evidence of current clinical performance at the hospital where they practice in such form as the MEC may require in order to evaluate their current ability to exercise the requested clinical privileges; and
- c. Have completed at least six (6) months of satisfactory performance on the Associate (Provisional) Staff.

4.6-2 Prerogatives

The prerogatives of a Courtesy Staff member shall be to:

- a. Admit, consult and treat patients with limitations as set forth in Section 4.6-1 a.;
- b. Exercise such clinical privileges as are granted to him pursuant to Article VII; and
- c. Hold membership in the Staff organization and Committees of which he is a member.

4.6-3 Responsibilities

Each member of the Courtesy Staff shall:

- a. Meet the basic responsibilities set forth in Section 3.3; and
- b. Retain responsibility within his professional competence for the continuous care and supervision of each patient in the Hospital for whom he is providing services or arrange a suitable alternative for such care and supervision.

4.6-4 Courtesy Staff will follow all Medical Staff appointment/re-appointment requirements set forth in Article VI and Article VII.

ARTICLE V: Licensed Independent Practitioners

5.1 Qualifications

Only LIPs holding a license, certificate or other legal credential as required by state law to practice independently shall be eligible to provide specified services in the Hospital provided the following criteria is met:

- a. Document their qualifications, status, clinical duties, training, demonstrated ability, and physical and mental health status with sufficient adequacy to demonstrate that:
 - (1) They can exercise judgment within their areas of competence, provided that a Physician member of the Medical Staff shall have the ultimate responsibility for medical care including pre-admission physicals;
 - (2) They may participate directly in the management of patients under the supervision or direction of a member of the Medical Staff;
 - (3) Within limits established by the Medical Staff and consistent with NH Practice Acts, they may write progress notes in the patient's medical record; and
 - (4) They are qualified to provide a needed service within the Hospital.
- b. Are determined on the basis of documented references, to adhere strictly to the ethics of their respective professions as applicable and to work cooperatively with others;
- c. Shall be individually assigned to an appropriate patient unit(s) and shall carry out their activities in conformity with these Bylaws, Rules and Regulations; and
- d. Shall be eligible for re-appointment for a two (2) year period in the ordinary course of events and unless he requests otherwise, after satisfactory completion of the first year of Staff privileges.

Cognizance shall be taken when state or federal regulations or these Bylaws require assignment of LIPs to individual Staff members rather than the Medical Staff as a whole.

5.2 Procedure for Specification of Service

A LIP applicant for specified service shall submit Medical Staff initial appointment documentation per these Bylaws. Each applicant shall be evaluated by the Credentialing Committee (MEC), which shall recommend the scope of practice which the applicant shall be permitted to exercise in the Hospital either in general or on a per-case basis. The recommendations of the MEC shall be sent to the Board for final consideration. A LIP shall be individually assigned to the unit(s) appropriate to his clinical training.

5.3 Conditions of Appointment

5.3-1 Advanced Practice Registered Nurse

- a. Advanced Practice Registered Nurse (APRN) means a registered nurse who is licensed as having specialized clinical qualifications as provided in RSA 326-B:11;
- b. Supervision means the opportunity and ability of a specified licensed Physician, appointed and privileged by the Hospital MEC and the Board to provide collaborative supervision to the APRN; and
- c. The medical or psychiatric APRN is an independent Practitioner who is a member of the Medical Staff.

- 5.3-2 Non-APRN LIPs shall not be entitled to the rights, privileges, and responsibilities of appointment to the Medical Staff and may only engage in acts within the scope of practice specifically approved by the Board.
- 5.3-3 Appointments as LIPs are at the discretion of the Board, may be terminated at will by the Board and shall not be covered by the provisions of these Bylaws. However, the applicant for appointment as a LIP shall have the right to appear personally before the MEC to discuss the clinical privileges recommended by that Committee.

5.4 Prerogatives

5.4-1 Advanced Practice Registered Nurse

- a. The medical or psychiatric APRN may be granted privileges based upon credentials appropriate for admitting, medical or psychiatric assessment, treatment and discharge planning for patients, including the development of appropriate mental status evaluations, interim and updated treatment plans, treatment of medical conditions and medical emergencies, the ordering of lab and x-ray exams, and the writing of prescriptions for medication as authorized by state law.
- b. Depending on their specialty and related privileges, APRNs collaborate with the Medical Director or Physician Medical Staff member designee (who shall be available in person or by telephone) in managing medical care and the treatment milieu and providing leadership to the multidisciplinary team.
- c. The Medical Director or Physician Medical Staff member designee will write and authenticate orders outside the APRN scope of practice.

5.4-2 Physician Assistant and/or Doctoral Level (Ph.D., Ed.D., Psy.D.)

- a. Provide specified patient care services solely under the supervision or direction of a Physician Medical Staff member, (except as expressly provided by resolution of the MEC and the Board).
- b. Write orders only to the extent established by the Medical Staff, but not beyond the scope of the LIPs' license, certificate or other legal credential;
 - (1) Physician Assistant (PA): A PA may write orders for inpatients as delegated by the supervising Physician. Such orders shall be countersigned, but countersignature is not required prior to execution. Countersignature shall be by the Medical Director or Physician Medical Staff member designee.
- c. Serve on Staff and Hospital Committees, as applicable;
- d. Attend meetings of the Medical Staff and Hospital education programs, as applicable; and
- e. Exercise such other prerogatives as shall, by resolution or written policy duly adopted by its Committees and approved by the MEC and the Board, be accorded to LIPs as a group or to any specific category of LIPs, such as the right to vote on specific matters, or any other prerogatives for which medical education, training, and experience beyond that which an LIP can demonstrate, is not a prerequisite.

5.5 Responsibilities

Each LIP shall:

- a. Retain appropriate responsibility within his area of professional competence for the care and supervision of each patient in the Hospital for whom he is providing services;
- b. Participate, as appropriate, in patient care evaluation and other quality assessment and monitoring activities required of the Staff, and in discharging such other Staff functions as may be required from time to time; and
- c. Satisfy the requirements set forth in Article XII for attendance at meetings of the Staff and of the Committees of which he is a member, as applicable.

ARTICLE VI: Procedures for Appointment and Re-appointment

6.1 General Procedure

The Medical Staff, through its designated Committee, shall investigate and consider each application for appointment or re-appointment to the Staff and each request for modification of Staff membership status. The Medical Staff shall adopt and transmit recommendations thereon to the Board, which shall be the final authority on extension, termination or reduction of Medical Staff privileges. The Medical Staff shall also perform the same investigation, evaluation, and recommendation functions in connection with any individual who is not eligible for Medical Staff membership, but who seeks to exercise clinical privileges or to provide specified services in the Hospital.

For the purposes of these Bylaws, the MEC (as defined in these Bylaws), the Hearing Committee (as defined in Section 2.1 of the Fair Hearing Plan appended to these Bylaws) and the Board (as defined in these Bylaws) shall constitute the professional review bodies of the Hospital. All actions or recommendations related to clinical privilege requests taken by such professional review bodies are based on competence and professional conduct.

Names of all applicants for Medical Staff membership shall be available to the Organized Medical Staff and their applications (non-confidential information) available for review so that current Staff members have an opportunity to submit written information to the MEC reviewing the applicant's qualifications for Staff appointment. All submitted written statements regarding an applicant will be considered confidential. Furthermore, if any Staff member so requests, he shall be given an opportunity to appear in person before the MEC to discuss, in private and in confidence, any concerns he may have regarding the applicant and to explain the basis for those concerns. If there are any inconsistencies between a Staff member's concerns and the information provided by the applicant or his references, the MEC should carefully discuss those inconsistencies with the applicant during an informal interview without revealing the names of the Staff members expressing the concerns.

6.2 Application for Initial Appointment

6.2-1 Application for Hospital Credentialing

Each application for appointment to the Staff shall be in writing, submitted on the prescribed form, approved by the Board and signed by the applicant.

6.2-2 Content

The Application for Hospital Credentialing and Special Consent to Conditions of Consideration and Appointment/Re-appointment forms shall include, but is not limited to:

- a. **Qualifications:** Detailed information concerning the applicant's qualifications, including information in satisfaction of the basic qualifications specified in Section 3.2-1 and of any additional qualifications specified in these Bylaws for the particular Staff category to which the applicant requests privileges. All professional education certificates, residencies, fellowships, society memberships, and certification by specialty board (type and date, practical experience in specialty and subspecialty areas of practice) shall be included.
- b. **Office Locations:** Summary of applicant's medical practice including all present and past hospital affiliations, category of membership, limitations, clinical departments assigned, nature and extent of clinical privileges, name and location of hospitals, offices, and/or clinics.
- c. **Board Certification:** It is strongly recommended that all applicants be board certified or board eligible in their field. If a Practitioner is board eligible, it is recommended that he pursue the necessary requirements to obtain board certification within two (2) years of membership on the Staff. Board certification alone will not be criteria for denial of Medical Staff membership; however, it will be a consideration that, taken with other factors, could influence a decision to grant or deny membership on the Medical Staff.
- d. **References:** The names of Practitioners who have worked with the applicant and personally observed his professional performance and who will provide truthful references as to the applicant's education, experience, and clinical ability to work with others (but not in partnership with the applicant).
- e. **Professional Liability Data:** Documentation of current professional liability insurance coverage for the minimum amounts of one (1) million/three (3) million, in the category in which you are practicing. Policy must also include any limitations or exclusions of insurance coverage. It is mandatory that the applicant furnish all information concerning malpractice cases against him, either pending, settled, or filed, if applicable.
- f. **Professional Sanctions:** Information as to whether any of the following have ever been relinquished, denied, restricted, limited, surrendered, revoked or not renewed: (1) membership/fellowship in local, state or national professional organizations; (2) specialty board certification; (3) license to practice any profession in any jurisdiction; (4) federal and/or state narcotics registration certificate; or (5) professional staff appointment or clinical privileges at any health care facility. If any such actions were ever taken, or if the applicant has ever been subject to disciplinary action in any medical organization, the particulars thereof shall be included.
- g. **Notification of Release and Immunity Provisions:** Statement notifying the applicant of the scope and extent of authorization, confidentiality, immunity, and release provisions of Section 6.4-2.
- h. **Acknowledgment and Agreement:** A statement that the applicant has received and read the current Medical Staff Bylaws, Rules and Regulations, and Hospital Code of Conduct, and that he agrees: (1) to be bound by the terms thereof if he is granted membership and/or clinical privileges, and (2) to be bound by the

terms thereof in all matters relating to consideration of his Application without regard to whether or not he is granted membership and/or clinical privileges.

- i. Administrative Remedies: A statement whereby the Practitioner agrees that, when an adverse ruling is made with respect to this Staff membership, Staff status, and/or clinical privileges, he will exhaust the administrative remedies afforded by these Bylaws before resorting to formal legal.

6.3 Credentialing Procedures

The role and responsibility of the Medical Staff and the Board, in regard to credentialing, is established by the Hospital and is reflected herein. These Bylaws describe the procedure being used to properly document appointments, re-appointments, and the delineation of clinical privileges.

6.3-1 Medical Staff Coordinator Function

The Medical Staff Coordinator's responsibilities include:

- a. Assuring that the procedures described in the Bylaws are followed.
- b. Transcribing and distributing minutes, notifying appointees, and completing other documentation related to credentialing and other Medical Staff functions.
- c. Providing appropriate forms for applicants.
- d. Establishing and maintaining a complete file for each applicant and members of the Medical Staff.
- e. Processing forms and ascertaining that forms are completed properly. The following must be completed and/or submitted prior to routing the applicant's information to the Medical Director, the MEC and, ultimately, the Board:
 - (1) Application for Hospital Credentialing;
 - (2) Clinical Privileges Request Form with applicable privileges requested;
 - (3) Special Consent to Conditions of Consideration and Appointment/Re-appointment;
 - (4) Curriculum vitae or resume;
 - (5) Malpractice insurance including carrier, amount of coverage, expiration date, and any pending claims;
 - (6) Active state license as confirmed from the NH Board of Medicine;
 - (7) Drug Enforcement Administration (DEA) registration (if applicable);
 - (8) Valid picture identification issued by a state or federal agency (e.g. driver's license or passport) to verify that the Practitioner requesting privileges is the same Practitioner identified in the credentialing documents;
 - (9) Health status and immunization records;
 - (10) Three (3) references;
 - (11) Continuing Medical Education (CME)/Continuing Education Unit (CEU);
 - (12) National Practitioner Data Bank (NPDB) query;
 - (13) Office of Inspector General (OIG) database search per Section 6.4-4; and
 - (14) National Sex Offender Registry search.
- f. Processing all correspondence and/or telephone calls relative to Applications, applicant reference checks, and other Medical Staff activities.

- g. Maintaining a record to document all actions taken regarding each applicant and to document pertinent activities performed by each Medical Staff member.

6.3-2 Applicant Responsibility

The applicant is responsible for following the procedures detailed herein and providing all requested information accurately and in a timely fashion. The applicant must sign the Special Consent to Conditions of Consideration and Appointment/Re-appointment as a part of the application process. Provision of information relative to the applicant's qualifications and competence is the responsibility of the applicant to demonstrate. Obligations of the applicant in the credentialing process include:

- a. The responsibility to provide adequate information concerning qualifications, competence, and past experience as a basis for credentialing decisions.
- b. To see that the completion of required Credentialing and Initial Privileging documentation is done in a timely and accurate manner.
- c. To read and understand Hampstead Hospital's Medical Staff Bylaws, Rules and Regulations.
- d. To understand that the burden of proof of competence and qualifications rests with the applicant.
- e. To ask questions whenever any facet of the credentialing procedure is not understood.

6.3-3 Documentation in Minutes

Recommendations for appointment or re-appointment to a particular Staff category and specific clinical privileges should be officially documented in the minutes of the MEC. The minutes should reflect the clinical privileges and Staff category recommended for each applicant. Likewise, the minutes of the Board should reflect the same information and the final action taken for the application.

6.3-4 Initial Application Procedure

- a. An applicant indicates to the Medical Staff Coordinator or designee his desire to apply for Medical Staff membership and clinical privileges. Applicants not qualified for membership should be sent a letter indicating the reasons for not sending a Credentialing and Initial Privileging Packet.
- b. Upon approval from the President/CEO and/or Medical Director, a Credentialing and Initial Privileging Packet is sent, including:
 - (1) Cover letter;
 - (2) Application for Hospital Credentialing;
 - (3) Clinical Privileges Request Form; and
 - (4) Special Consent to Conditions of Consideration and Appointment/Re-appointment.
- c. An applicant's file is established by the Medical Staff Coordinator who, upon receipt of all required documentation from the applicant:
 - (1) Verifies the applicant's NH state license from the NH Board of Medicine;

- (2) Distributes and reviews reference letters for peer recommendations, including information regarding the Practitioner's current clinical knowledge, technical and clinical skills, clinical judgment, interpersonal skills, communication skills and professionalism;
 - (3) Queries NPDB and conducts searches on the OIG and National Sex Offender Registry; and
 - (4) Reviews all documentation for completeness and obtains any missing information from the applicant.
- d. When all documentation is received, the appropriate documentation, including the Clinical Privileges Request Form, is submitted to the Medical Director for review. Prior to granting privileges, the resources necessary to support the requested privileges are determined to be currently available, or available within a specified time frame. Essential information, such as resources, equipment, and types of personnel necessary to support the requested privilege is gathered in the process of granting, renewing or revising privileges.
- e. The Medical Director reviews the information concerning the applicant's qualifications and competence, along with any challenges to licensure or registration, voluntary and involuntary termination of Medical Staff membership, voluntary or involuntary limitation, reduction, or loss of clinical privileges, and any unusual pattern or an excessive number of professional liability actions resulting in a final judgment against the applicant. Documentation as to the applicant's health status and relevant Practitioner specific data is compared to aggregate data when available.
- (1) The Medical Director may request that additional information be obtained; and
 - (2) When the information is adequate, the appropriate documentation, including the Clinical Privileges Request Form, is submitted to the MEC for consideration (applicant may be requested to appear at this meeting).
- f. MEC members review applicant's credentials and privileges requested and recommend acceptance or rejection. Recommendation for acceptance shall include:
- (1) Specific privileges (See Article VII, Determination of Clinical Privileges);
 - (2) Staff category (See Article IV, Categories of the Medical Staff); and
 - (3) Special conditions, if applicable.
- g. Recommendation of the MEC is submitted to the Board for final approval.
- h. Appropriate notification of the Board's action is communicated to the applicant.

6.4 Processing the Application

6.4-1 Applicant's Burden

The applicant shall signify his willingness to appear for interviews in regard to his Application and have the burden of producing adequate information for a proper evaluation of his experience, background, training, demonstrated ability, and previous performance. After a conditional offer of acceptance is made, the MEC and Board may request a physical and mental health status.

6.4-2 Special Consent to Conditions of Consideration and Appointment/Re-appointment

The following are express conditions applicable to any applicant and to any person appointed to the Medical Staff and to anyone having or seeking privileges to practice his profession in the Hospital during his term of appointment or re-appointment. In addition, these statements shall be included on the Special Consent to Conditions of Consideration and Appointment/Re-appointment, and by applying for appointment, re-appointment or clinical privileges, the applicant expressly accepts these conditions during the processing and consideration of his Application, regardless of whether or not he is granted appointment, re-appointment or clinical privileges.

- a. To the fullest extent permitted by law, the applicant or appointee extends absolute immunity to, and releases this Hospital, its authorized representatives, and any third party, from any and all civil liability arising from any acts, communications, reports, recommendations or disclosures involving an applicant or appointee, performed, made, requested or received in good faith by this Hospital and its authorized representatives, to, from, or by any third party anywhere, at any time, concerning activities relating, but not limited, to:
- (1) Applications for appointment/re-appointment or clinical privileges, including temporary privileges;
 - (2) Periodic re-appraisals undertaken for re-appointment or for increase or decrease in clinical privileges;
 - (3) Proceedings for reduction or suspension of clinical privileges for revocation of Medical Staff appointment or any other disciplinary sanction;
 - (4) Summary suspensions;
 - (5) Hearings and appellate reviews;
 - (6) Medical care evaluations;
 - (7) Utilization reviews; and
 - (8) Other Hospital, Medical Staff or Committee activities relating to the quality of patient care or the professional conduct of an appointee to the Medical Staff or of any individual granted privileges to practice in the Hospital, or other concerning matters relating to his professional qualifications, credentials, clinical competence, character, mental or emotional stability, physical condition, ethics, behavior or any other matter that might directly or indirectly have an effect on his professional competence, on patient care, or on the orderly operation of this or any other Hospital, health care facility or institution.
- b. Any act, communication, report, recommendation or disclosure, with respect to any such applicant or appointee, made in good faith and at the request of an authorized representative of this Hospital or any other health care facility, anywhere at any time, for the purposes set forth in (a) above, shall be privileged to the fullest extent permitted by law. Such privilege shall extend to employees of the Hospital and its authorized representatives, and to any third parties who either supply or are supplied information and to any of the foregoing authorized to receive, release or act upon the same.
- c. As used in this section, the term "Hospital and its authorized representatives" means this Hospital, the members of its Board and their appointed representatives, the President/CEO and his subordinates or designees, consultants to the Hospital, the Hospital's attorney and his partners, assistants or designees, and all appointees to the Medical Staff who have any responsibility for obtaining or evaluating the applicant's or appointee's credentials and/or acting upon his application or conduct in the Hospital.
- d. As used in this section, the term "third parties" means all individuals or government agencies, organizations, associations, partnerships and

corporations, whether hospitals, health care facilities or not, from whom information has been requested by the Hospital or its authorized representatives or who have requested such information from the Hospital and its authorized representatives.

6.4-3 Verification of Information

The applicant shall deliver a completed Initial Credentialing and Privileging Packet to the Medical Staff Coordinator, who shall in timely fashion, seek to collect or verify the licensure, references, and other qualification evidence submitted, in conjunction with the President/CEO and Medical Director. As the state of NH Board of Medicine performs all primary verifications pursuant to granting of a license, Hampstead Hospital accepts the Board of Medicine granting of a license as proof of meeting all initial credentialing requirements. The Medical Staff Coordinator shall promptly notify the applicant of any problems in obtaining the information required and it shall then be the applicant's obligation to obtain the required information. When collection and verification is accomplished, the Medical Staff Coordinator shall transmit the Application and all supporting documentation to the Medical Director, who will then forward to the MEC after review.

6.4-4 Information Reported Pursuant to the Health Care Quality Improvement Act of 1986 (the "Act")

Information from the OIG list of excluded individuals and entities from participation in the Medicare Program shall be considered by the Medical Director, MEC and Board in making the appointment and clinical privileges determination regarding the applicant.

The Medical Staff Coordinator shall request from the U.S. Secretary of Health and Human Services (the "Secretary"), or from a private or public agency that has made arrangements with the Secretary with respect to receipt, storage, protection of confidentiality and dissemination of information under Part B of the Act), information reported under the Act concerning the applicant. Such information shall be regarded, for purposes of these Bylaws, as supporting documentation with respect to the Application and shall be considered by the Medical Director, MEC and Board in making the appointment and clinical privileges determination regarding the applicant.

6.4-5 Medical Director Interview and Action

- a. The Medical Director shall conduct a personal interview with the applicant. He shall then transmit to the MEC recommendations as to Staff appointment and, if appointment is recommended, as to Staff category, clinical privileges to be granted, and any special conditions to be attached to the appointment.
- b. The Medical Director may also recommend that the MEC defer action on the Application. The reason for each recommendation shall be stated and supported by reference to the completed Application and all other documentation considered by the Medical Director, all of which shall be transmitted with the report.

6.4-6 Medical Executive Committee Review and Action

- a. At its next regular meeting, the members of the MEC shall review the Application, the supporting documentation, reports and recommendations, and such other information available to it that may be relevant to consideration of the applicant's qualifications for the Staff category and clinical privileges requested. The MEC shall transmit information to the Board, including recommendation as to Staff

appointment and, if appointment is recommended, as to Staff category and, clinical privileges to be granted, and any special conditions to be attached to the appointment.

- b. The MEC may also recommend that the Board defer action on the Application. The reason for each recommendation shall be stated and supported by reference to the completed Application and all other documentation considered by the MEC, all of which shall be transmitted with the majority report. Any minority views shall also be reduced to writing supported by reasons and references and transmitted with the majority report.
- c. If, during the processing of a particular applicant's Application and supporting documentation, it becomes apparent to the MEC that consideration is being given to a recommendation that would deny appointment, the MEC shall notify the applicant of the general tenor of the possible recommendation and ask him if he desires to meet with the members of the MEC prior to any final recommendation. At such meeting, the applicant shall be informed of the general nature of the evidence supporting the action contemplated and shall be invited to discuss, explain or refute it. This interview shall not constitute a hearing and none of the procedural rules provided in these Bylaws with respect to hearings shall apply nor shall minutes of the discussion in the meeting be kept. However, the MEC shall indicate, as part of its report, whether such a meeting occurred.

6.4-7 Medical Executive Committee Deferral of Application

- a. Action by the MEC to defer the Application for further consideration must be followed up within thirty (30) days with a recommendation for either provisional appointment with specified clinical privileges or for rejection for Staff membership.

6.4-8 Denial for Hospital's Inability to Accommodate Applicant

A decision by the Board to deny Staff membership or particular clinical privileges either:

- a. On the basis of the Hospital's present inability as supported by documented evidence to provide adequate facilities or supportive services for the applicant and his patients; or
- b. On the basis of inconsistency with the Hospital's Plan for Provision of Patient Care including the mix of patient care services to be provided, as currently being implemented; or
- c. On the basis of professional contracts the Hospital has entered into for the rendition of services;

Shall be considered adverse in nature and shall entitle the applicant to the procedural rights as provided in Article IX and in the Fair Hearing Plan. If the Board's final decision remains adverse, the notice of final decision shall state that, upon written request by the applicant to the President/CEO, the Application will be kept in a pending status for the next succeeding two (2) years. If, during this period, the Hospital finds it possible to accept Staff Applications for which the applicant is eligible, and the Hospital has no obligation to applicants with prior pending status, the President/CEO shall promptly inform him by special notice. Within thirty (30) days of receipt of such notice, the applicant shall provide in writing on the prescribed form such supplemental information as it required updating all elements of his original Application. Thereafter, the procedure provided in Section 6.3 for initial appointments shall apply.

6.4-9 Response by Applicant

An applicant against whom an adverse recommendation has been made by the MEC shall be afforded an opportunity to submit a written response to the recommendation. Such response, if submitted, shall be considered by the Board, along with all other documentation pertaining to the applicant, in the determination concerning appointment of the applicant.

6.4-10 Reapplication After Adverse Appointment Decision

An applicant who has received a final adverse decision regarding appointment shall not be considered for application to the Medical Staff for a period of one (1) year after notice of such decision is sent. Any such re-application shall be processed as initial additional information as the Medical Staff or the Board may require in demonstration that the basis for the earlier adverse action no longer exists.

6.4-11 Time Periods for Processing

Time period for processing Applications for Staff appointment shall be considered in a timely and good faith manner by all individuals and groups required by these Bylaws to act thereon and, except for good cause, shall be processed within the time periods specified in this section. The Medical Staff Coordinator shall transmit an Application to the Medical Director upon completing his information collection and verification tasks, but in any event, within sixty (60) days after receiving the Application. The MEC shall act on an Application within sixty (60) days after receiving it from the Medical Director. The MEC shall review the Application and make its recommendation to the Board within thirty (30) days after receiving the Medical Director's report. The Board shall then take appropriate action on the Application at its next regular meeting.

6.5 Re-appointment Process

6.5-1 Re-appointment Procedure

- a. The Medical Staff Coordinator shall, at least sixty (60) days prior to the expiration date of the present Staff appointment of each Medical Staff member, provide such Staff member with a Credentialing and Reprivileging Packet for use in considering re-appointment, including:
 - (1) Cover letter;
 - (2) Clinical Privileges Request Form;
 - (3) Interval Information Form; and
 - (4) Special Consent to Conditions of Consideration and Appointment/Re-appointment.
- b. The Medical Staff Coordinator shall present the Medical Director or designee with an Ongoing Professional Practice Evaluation (OPPE) to be completed on the Staff member considering re-appointment, along with information concerning the applicant's performance. Performance data may include, but is not limited to, pertinent results from PI reports (e.g. Patient Perception of Care, Medical Staff Chart Audits) and MEC and other applicable Committee meeting attendance. Upon completion, the OPPE and performance data shall be reviewed by the Staff member and then transmitted to the Medical Staff Coordinator.
- c. Each Staff member who desires re-appointment shall, at least thirty (30) days prior to such expiration date, send his completed Credentialing and Reprivileging

Packet and OPPE to the Medical Staff Coordinator. Failure to return the documentation shall result in automatic termination of membership at the expiration of the member's current term.

- d. An applicant's file is updated by the Medical Staff Coordinator who, upon receipt of all required documentation (See 6.3-1 e, excluding (1), (8), (10), and (15) and including the Interval Information Form and OPPE):
 - (1) Verifies the applicant's NH state license from the NH Board of Medicine;
 - (2) Queries NPDB and conducts searches on the OIG and National Sex Offender Registry; and
 - (3) Reviews all documentation for completeness and obtains any missing information from the applicant.
- e. When all documentation is received, the appropriate documentation, including the Clinical Privileges Request Form, is submitted to the Medical Director for review. Prior to granting privileges, the resources necessary to support the requested privileges are determined to be currently available, or available within a specified time frame. Essential information, such as resources, equipment, and types of personnel necessary to support the requested privilege is gathered in the process of granting, renewing, or revising privileges.
- f. The Medical Director reviews the information concerning the applicant's qualifications and competence, along with any challenges to licensure or registration, voluntary and involuntary termination of Medical Staff membership, voluntary or involuntary limitation, reduction, or loss of clinical privileges, and any unusual pattern or an excessive number of professional liability actions resulting in a final judgment against the applicant. Documentation as to the applicant's health status and relevant Practitioner specific data is compared to aggregate data when available.
 - (1) The Medical Director may request that additional information be obtained; and
 - (2) When the information is adequate, the appropriate documentation, including the Clinical Privileges Request Form, is submitted to the MEC for consideration.
- g. MEC members review applicant's credentials and privileges requested and recommend acceptance or rejection. Recommendation for acceptance shall include:
 - (1) Specific privileges (See Article VII, Determination of Clinical Privileges);
 - (2) Staff category (See Article IV, Categories of the Medical Staff); and
 - (3) Special conditions, if applicable.
- h. Recommendation of the MEC is submitted to the Board for final approval.
- i. Appropriate notification of the Board's action is communicated to the applicant.

6.5-2 Verification of Information

The applicant shall deliver a completed Credentialing and Reprivileging Packet to the Medical Staff Coordinator, who shall in timely fashion, seek to collect or verify licensure and other qualification evidence submitted, including information regarding the Staff member's professional activities, performance and conduct in this Hospital, in conjunction with the President/CEO and Medical Director. As the state of NH Board of Medicine

performs all primary verifications pursuant to granting of a license, Hampstead Hospital accepts the Board of Medicine granting of a license as proof of meeting all initial credentialing requirements. The Medical Staff Coordinator shall promptly notify the applicant of any problems in obtaining the information required and it shall then be the applicant's obligation to obtain the required information. When collection and verification is accomplished, the Medical Staff Coordinator shall transmit the Interval Information Form and all supporting documentation to the Medical Director, who will then forward to the MEC after review.

6.5-3 Information Reported Pursuant to the Health Care Quality Improvement Act of 1986 (the "Act")

Information from the OIG list of excluded individuals and entities from participation in the Medicare Program shall be considered by the Medical Director, MEC and Board in making the re-appointment and clinical privileges determination regarding the applicant.

The Medical Staff Coordinator shall request from the Secretary (or from a private or public agency that has made arrangements with the Secretary with respect to receipt, storage, protection of confidentiality and dissemination of information under Part B of the Act), information reported under the Act concerning the applicant. Such information shall be regarded, for purposes of these Bylaws, as supporting documentation with respect to the re-appointment Interval Information Form and shall be considered by the Medical Director, MEC and Board in making the re-appointment and clinical privileges determination regarding the applicant.

6.5-4 Medical Director Review and Action

- a. The Medical Director shall review the Interval Information Form and supporting documentation. He shall then transmit to the MEC recommendations as to Staff re-appointment, and if re-appointment is recommended, as to Staff category, clinical privileges to be granted, and any special conditions to be attached to the re-appointment.
- b. The Medical Director may also recommend that the MEC defer action on the re-appointment. The reason for each recommendation shall be stated and supported by reference to the completed Interval Information Form and all other documentation considered by the Medical Director, all of which shall be transmitted with the report.

6.5-5 Medical Executive Committee Review and Action

- a. At its next regular meeting, the members of the MEC shall review the Interval Information Form, the supporting documentation, reports and recommendations, and such other information available to it that may be relevant to consideration of the applicant's qualifications for the Staff category and clinical privileges requested. The MEC shall transmit information to the Board, including recommendation as to Staff re-appointment and, if re-appointment is recommended, as to Staff category and, clinical privileges to be granted, and any special conditions to be attached to the re-appointment.
- b. The MEC may also recommend that the Board defer action on the re-appointment. The reason for each recommendation shall be stated and supported by reference to the completed Interval Information Form and all other documentation considered by the MEC, all of which shall be transmitted with the majority report. Any minority views shall also be reduced to writing supported by reasons and references and transmitted with the majority report.

- c. If, during the processing of a particular applicant's re-appointment, it becomes apparent to the MEC that consideration is being given to a recommendation that would deny re-appointment, deny a requested change in Staff category or clinical privileges, or reduce clinical privileges, the MEC shall notify the applicant of the general tenor of the possible recommendation and ask him if he desires to meet with the members of the MEC prior to any final recommendation. At such meeting, the applicant shall be informed of the general nature of the evidence supporting the action contemplated and shall be invited to discuss, explain or refute it. This interview shall not constitute a hearing and none of the procedural rules provided in these Bylaws with respect to hearings shall apply nor shall minutes of the discussion in the meeting be kept. However, the MEC shall indicate, as part of its report, whether such a meeting occurred.

6.5-6 Medical Executive Committee Deferral of Re-appointment

- a. Action by the MEC to defer the re-appointment for further consideration must be followed up within thirty (30) days with a recommendation for either re-appointment with specified clinical privileges or for rejection for Staff membership.

6.5-7 Medical Executive Committee Basis for Recommendations

Each recommendation concerning the re-appointment of a Staff member and the clinical privileges to be granted upon re-appointment shall be based on such member's professional performance, ability and clinical judgment in the treatment of patients, professional ethics, discharge of staff obligations, compliance with the Medical Staff Bylaws, Rules and Regulations, cooperation with other Practitioners and with patients, and other matters bearing on his ability and willingness to contribute to optimal achievable quality of patient care practices in the Hospital.

6.5-8 Response by Staff Member

A Staff member against whom an adverse recommendation has been made by the MEC shall be afforded an opportunity to submit a written response to the recommendation. Such response, if submitted, shall be considered by the Board, along with all other documentation pertaining to the Staff member in the determination concerning re-appointment and clinical privileges of the Staff member.

6.5-9 Time Periods for Processing

Time period for processing re-appointments of Staff members shall be considered in a timely and good faith manner by all individuals and groups required by these Bylaws to act thereon and, except for good cause, shall be processed within the time periods specified in Section 6.4-11. The Board must determine its action prior to the expiration of the privileges of the member being considered for re-appointment.

6.6 Requests for Modification of Appointment

A Staff member may, either with re-appointment or at any other time, request modification of his Staff category or clinical privileges by submitting a request to the Medical Director. Such request shall be processed in substantially the same manner as provided in Section 6.5 for re-appointment. No Staff member may seek modification of Staff category or privileges previously denied on initial appointment or re-appointment unless supported by additional training and experience stated in Section 7.3.

ARTICLE VII: Determination of Clinical Privileges

7.1 Description of Initial Clinical Privileges

Medical Staff appointment or re-appointment shall not confer any clinical privileges or right to practice in the Hospital. Each Practitioner who has been given an appointment to the Medical Staff of the Hospital shall be entitled to exercise only those clinical privileges specifically granted by the Board, except as stated in policies adopted by the Board. The clinical privileges recommended to the Board shall be based upon the applicant's education, training, experience, past performance, demonstrated competence and judgment, references and other relevant information, including an appraisal by the clinical department in which such privileges are sought. The applicant shall have the burden of establishing his qualifications for competence to exercise the clinical privileges he requests. Recommendations of his competence shall be forwarded to the MEC and thereafter processed as part of the initial application for Staff membership.

Prior to granting a privilege, the resources necessary to support the requested privilege, are determined to be currently available or available within a certain period of time. Such resources as equipment and types of personnel to support the requested privilege, whether the applicant is requesting the granting, renewing or revising of clinical privileges.

7.2 Exercise of Privileges

Every Practitioner or other professional providing direct clinical service at this Hospital by virtue of his Medical Staff membership or otherwise, shall in connection with such practice and except as provided in Section 6.3, be entitled to exercise only those clinical privileges or specified services specifically granted to him by the Board.

7.3 Delineation of Privileges in General

7.3-1 Requests

Each Application for appointment or re-appointment to the Medical Staff must contain a request for the specific clinical privileges desired by the applicant. A request by a Staff member for a modification of privileges must be supported by documentation of training and experience supportive of the request and verification of the following:

- a. Submission of a completed Application (initial appointment) or Interval Information Form (re-appointment) and the Special Consent to Conditions of Consideration and Appointment/Re-appointment;
- b. Current licensure with state primary source verification;
- c. Relevant training or experience;
- d. Current competence;
- e. Peer and/or faculty recommendations (initial appointment);
- f. Data from professional practice review by an organization(s) that currently privileges the applicant (if applicable);
- g. Review of Practitioner's performance within the organization (re-appointment);

- h. Evidence of physical ability to perform privileges requested;
- i. Query and evaluation information from NPDB;
- j. No subjection to involuntary termination, reduction, denial or loss of clinical privileges; and
- k. No current or previously successful challenges to license or registration.

7.3-2 Basis for requests for clinical privileges shall be evaluated on the basis of the Practitioner's education, training, performance, demonstrated competence and judgment, references and other relevant information. The basis for privileges determination to be made in connection with periodic re-appointment or otherwise shall include documentation of observed clinical performance and the documented result of patient care evaluations and other PI activities required by these Bylaws. Clinical privileges granted on initial appointment, re-appointment or otherwise shall also be based on pertinent information concerning clinical performance obtained from other sources, especially other institutions and health care settings where a Practitioner exercises clinical privileges. This information shall be added to and maintained in the Medical Staff file established for a Staff member.

7.3-3 Procedure

All requests for clinical privileges shall be evaluated and granted, modified or denied pursuant to, and as part of, procedures outlined in Article VI.

7.4 Temporary Privileges

7.4-1 Circumstances

Upon the written concurrence of the Medical Director, the President/CEO or authorized designee may grant temporary privileges in the following circumstances:

- a. **Pendency of the Application:** After receipt of an Application for Staff appointment and while applicant is under the supervision of the Medical Director or designee. Requirements for Application request per Section 7.3-1.
- b. **Care of Specific Patients:** Upon receipt of a written request, an appropriately licensed Practitioner who is not an applicant for membership may be granted temporary privileges for the care of one or more specific patients. Such privileges shall be restricted to the treatment of not more than ten (10) patients in any one (1) year by a Practitioner, after which such Practitioner shall be required to apply for membership on the Medical Staff before being allowed to attend additional patients.
- c. **Locum Tenens:** Upon receipt of a written request, an appropriately licensed Practitioner who is serving a locum tenens for a member of the Medical Staff may, without applying for membership on the Staff, be granted temporary privileges for an initial period of thirty (30) days. Such privileges may be renewed for one (1) successive period of thirty (30) days, but not to exceed his service as locum tenens.
- d. All temporary privileges shall be granted by the President/CEO or Medical Director or their designee.

- e. Temporary privileges shall be granted for no more than one hundred and twenty (120) days. All appointments to the Medical Staff are provisional for the first year.

7.4-2 Conditions

Temporary privileges shall be granted only when the information available reasonably supports a favorable determination regarding the requesting Practitioner's qualifications, competence and judgment to exercise the privileges granted pursuant to Section 7.4-1(a) for pendency of Application. Special requirements of consultation and reporting may be imposed by the Medical Director or designee responsible for the supervision of a Practitioner granted temporary privileges. Before temporary privileges are granted, the Practitioner must acknowledge in writing that he has received and read the Medical Staff Bylaws, Rules and Regulations, and Hospital policies and procedures, and that he agrees to be bound by terms thereof in all matters relating to his temporary privileges.

7.4-3 Termination

On the discovery of any information or the occurrence of any event of a professionally questionable nature about a Practitioner's qualifications or ability to exercise any or all of the temporary privileges granted, the President/CEO or Medical Director may, after consultation with one another, terminate any or all of such Practitioner's temporary privileges. Provided that the life or well-being of a patient is determined to be endangered by continued treatment by the Practitioner, the termination may be affected by any person entitled to impose summary suspensions under Section 8.2. In the event of any such termination, the Practitioner's patients in the Hospital shall be assigned to another Practitioner by the Medical Director or designee responsible for supervision. The wishes of the patient shall be considered, when feasible, in choosing a substitute Practitioner.

7.4-4 Rights of the Practitioner

A Practitioner shall not be entitled to the procedural rights afforded by Article IX because of his inability to obtain temporary privileges or because of any termination or suspension of temporary privileges.

7.5 Emergency/Disaster Privileges

For the purposes of this section, an "emergency" is defined as a condition in which the life of a patient is in immediate danger and any delay in administering treatment would add to that danger. In the case of an emergency, any Practitioner, to the degree permitted by his license and regardless of Staff or clinical privileges, shall be permitted to do, and be assisted by Hospital personnel in doing, everything possible to save the life of a patient or to save the patient from serious harm.

Disaster privileges may be granted when the Emergency Operations Plan has been activated and the Hospital is unable to handle the immediate needs.

- a. The President/CEO or Medical Director or their designee has the option to grant disaster privileges.
- b. The President/CEO or Medical Director may grant emergency privileges upon presentation of any of the following:
 - (1) A current license to practice, as verified by the NH Board of Medicine, and a valid picture identification issued by a state, federal or regulatory agency;
 - (2) Identification indicating that the individual is a member of a Disaster Medical Assistance Team (DMAT);

- (3) Identification indicating that the individual has been granted authority to render patient care, treatment and services in disaster circumstances (such as authority having been granted by a state, federal or municipal entity); or
 - (4) Presentation by current Hospital or Medical Staff member(s) with personal knowledge regarding the Practitioner's identity.
- c. The Medical Staff shall manage individuals granted emergency privileges on a case by case basis.
 - d. Verification of licensure, credentials and privileges shall occur as soon as the disaster is under control or within seventy-two (72) hours from the time the Practitioner presents himself to the Hospital, whichever comes first. If verification cannot be completed within seventy-two (72) hours of the Practitioner's arrival due to extraordinary circumstances, the Hospital documents the following:
 - (1) Reason(s) it could not be performed within seventy-two (72) hours of the Practitioner's arrival;
 - (2) Evidence of the Practitioner's demonstrated ability to continue to provide adequate care, treatment and services; and
 - (3) Evidence of the Hospital's attempt to perform verification as soon as possible.
 - e. The verification process shall be identical to Hampstead Hospital's normal requirements.
 - f. Monitoring of services provided shall be direct observation, mentoring and/or clinical record review.
 - g. Hampstead Hospital makes a decision within twenty-four (24) hours related to the continuation of the disaster privilege(s) initially granted.

7.6 Privilege Delineation

An applicant's initial request for clinical privileges should be included with the Credentialing and Initial Privileging Packet. All subsequent requests for clinical privileges (e.g. re-appointment, change in Staff category or clinical privileges) should be included with the Credentialing and Reprivileging Packet. The procedure for initial application is followed for initial applicants and the procedure for re-appointment is followed for re-appointment applicants.

Medical Staff membership and the granting of specific clinical privileges are two (2) separate functions. Membership alone does not define the scope of the applicant's clinical practice. The objective of delineating clinical privileges is to assure each patient the level of clinical knowledge and skills required by the complexity of his illness and to assure that the performance of medical procedures is done by qualified and competent Practitioners. The granting of clinical privileges describes the scope of clinical practice of the Medical Staff member. Initial Medical Staff appointment and clinical privileges are granted for a period of one (1) year. Reappraisal and re-appointments of privileges are renewed as specified herein.

7.6-1 Privilege Delineation Procedure

- a. Except in an emergency, as specified in Section 7.5, a credentialed Practitioner may exercise only those privileges granted by the Board. Privilege determinations shall be based on prior and continuing education, training, experience, demonstrated current competence, judgment, interpersonal and

communication skills, and professionalism, as documented and verified in the Practitioner's Medical Staff file, including peer evaluations, observed clinical performance and documented results of Hospital PI activities. The exercise of privileges is subject to Medical Staff Rules and Regulations and the authority of the Medical Director.

- b. Modification of delineated clinical privileges is subject to the same approval process as described herein for decisions on the application and re-application.

7.6-2 Privileges Options

If a Practitioner requests privileges and does not have formal training or previous evidence of appropriate performance within the areas of clinical practice privileges desired, there are a number of alternatives that can be recommended by the MEC.

- a. Supervision

In the case of a supervised privilege, the applicant may perform initially as an Assistant under the direct supervision of a competent Practitioner, who is selected by the Medical Director.

When, in the judgment of the Medical Director, the applicant is qualified, the applicant may work independently under the direct supervision of a supervisor. The privilege may be granted when a written report from the Medical Director indicates that the Practitioner being observed is competent to perform within the practice of the requested privilege. Upon receipt of a written report from the supervisor, the Medical Director will make his recommendation to the MEC.

- b. Probation

An existing privilege can be changed to a probationary basis, which means a peer review will be conducted on the applicant's results for the area of practice in which the privilege has been granted within a specific period, usually three (3) to six (6) months. Probation can be recommended when there are indications of substandard performance on the part of the Practitioner for the privilege under question, but no clear evidence of substandard performance. The Medical Director will assign a qualified Practitioner to supervise during the probationary period. If the results of the peer review provide evidence that the affected Practitioner's practice within the area of practice or privilege meets the desired standard, the probationary status for that privilege can be removed. Alternatively, if the result of the peer review demonstrates that the Practitioner's practice within the privilege questioned is substandard, the privilege in question should be denied.

- c. Provisional

A new privilege can be granted on a provisional basis, which means the applicant agrees to consultation and supervision by a Medical Staff member designated by the Medical Director, who presently has the privilege in question. This process would normally involve a Practitioner who is qualified by training in the area of practice for which the privilege has been requested, but there is no clear evidence of satisfactory performance by the applicant. It is important that the minutes at each level in the credentialing procedure document the name of the Practitioner who is responsible for providing the applicant consultation and supervision. Also, the letter to the applicant indicating that clinical privileges have

been approved should document the Practitioner responsible for consultation and supervision, as well as the privilege involved.

Whenever, in the judgment of the Practitioner providing consultation and supervision, the applicant's performance in the areas of practice for which the privilege has been requested meets the desired standard, the provisional status for the privilege in question may be removed. However, the consulting and supervising Practitioner must make this recommendation in writing, fully documenting evidence of satisfactory performance and it must be approved by the MEC.

All initial appointments to the Medical Staff are provisional.

7.7 Re-appointment Process

The objective of the re-appointment is to provide the Practitioner with an opportunity to see his own performance clearly and receive objective comments from his peers concerning his performance and how his performance relates to Medical Staff standards. It also provides an opportunity to review any changes that have occurred since the original and/or last Application.

The decision to grant or deny privilege(s) and/or review an existing privilege(s) is an objective, evidence-based process.

The applicant's ability to perform privileges requested must be evaluated and shall be documented in the individual's Medical Staff file.

The re-appointment process shall include written review of the applicant's:

- a. Patient Care;
- b. Medical/Clinical Knowledge;
- c. Practice-Based Learning and Improvement;
- d. Interpersonal and Communication Skills;
- e. Professionalism;
- f. Systems-Based Practice; and
- g. Documentation.

The MEC should consider all of the elements listed below in making recommendations concerning re-appointments and clinical privileges.

- a. Pertinent results of patient care evaluation studies that include patient survey comments;
- b. Utilization review data that pertains to the applicant;
- c. Any aspect of Medical Staff continual monitoring function that relate to the applicant's practice, including results of Medical Staff chart audits, performance reviews and Committee attendance; and
- d. Pharmacy and therapeutics monitoring.

All information regarding clinical privileges will be documented in the Medical Staff member's file. In addition to the above, there should be an opportunity for the applicant to request changes in clinical privileges and/or Staff category.

The Board minutes should reflect the final action taken in regard to the applicant's re-appointment and clinical privileges.

7.7-1 Re-appointment Procedure

Refer to Section 6.5 for Re-Appointment Process for credentialing and reprivileging.

7.7-2 Basis for Denials

The following bases are not all-inclusive, but are merely some of the more common reasons for denial of clinical privileges.

- a. Information concerning training and experience is incomplete;
- b. Information concerning training and experience does not justify granting of the clinical privileges requested;
- c. Evidence from another hospital indicates that the privilege requested was not granted at other hospital for good reason or that there is evidence that the applicant's performance in the area of clinical practice was substandard;
- d. The applicant requests a privilege beyond the support capabilities of the Hospital;
- e. The applicant has not arranged adequate coverage for his patients during his absence;
- f. The Hospital plans to discontinue a service; or
- g. Being a psychiatric specialty Hospital unable to accommodate applicants for specialties, including but not limited to, podiatry and cardiology.

ARTICLE VIII: Corrective Action

8.1 Routine Corrective Action

8.1-1 Criteria for Initiation

Whenever the activities or professional conduct of any Practitioner with clinical privileges are detrimental to patient safety or to the delivery of optimal achievable quality patient care, or are disruptive to Hospital operations, corrective action against such Practitioner may be initiated by the Medical Director, the President/CEO or the Board.

8.1-2 Requests and Notices

All requests for corrective action shall be in writing, submitted to the MEC, and supported by reference to the specific activities or conduct which constitute the grounds for the request. The Medical Director shall promptly notify the President/CEO in writing of all requests for corrective action received by the MEC and shall continue to keep the President/CEO fully informed of all action taken in conjunction therewith.

8.1-3 Investigation Process

The Medical Director or Medical Staff designee shall immediately investigate the matter or appoint an ad hoc Committee to investigate it. Within thirty (30) days after the receipt of the request, the Medical Director or Medical Staff designee shall forward a written report of the investigation to the MEC.

8.1-4 Medical Executive Committee Review and Action

Within thirty (30) days following receipt of the report, the MEC shall take action upon the request. Such shall be reported in writing to the department and action may include, without limitations:

- a. Rejecting the request for corrective action;
- b. Initiating a Focused Professional Practice Evaluation as specified in the Monitoring of Performance appended hereto;
- c. Issuing a warning, a letter of admonition or a letter of reprimand;
- d. Recommending terms of probation or requirements of consultation;
- e. Recommending reduction, suspension or revocation of clinical privileges;
- f. Recommending reduction of Staff category or limitation of any Staff prerogatives directly related to patient care; or
- g. Recommending suspension or revocation of Medical Staff membership.

8.1-5 Procedural Rights

Any action by the MEC pursuant to Section 8.1-4(c), (d), (e) or (f), or any combination of such actions shall entitle the Practitioner to the procedural rights as specified in the provisions of the Fair Hearing Plan appended hereto.

8.2 Summary Suspension of Privilege

8.2-1 Criteria for Initiation

Whenever a Practitioner willfully disregards these Bylaws, Rules and Regulations, or other Hospital policies and procedures, or whenever his conduct may require that immediate action be taken to protect the life of any patient(s) or to reduce the substantial likelihood of immediate injury or damage to the health or safety of any patient, employee or other person present in the Hospital, the Medical Director and the President/CEO shall have the authority to summarily suspend the Medical Staff membership status of all or any portion of the clinical privileges of such Practitioner. Such summary suspension shall become effective immediately upon imposition and subsequently the President/CEO shall, on behalf of the imposer of such suspension, promptly give special notice of the suspension to the Practitioner, stating that a professional review action has been taken against the Practitioner and the reasons for the action. Such suspension shall remain in effect pending a final decision by the Board.

8.2-2 Medical Executive Committee Recommendation

As soon as possible after such summary suspension, a meeting of the MEC shall be convened to review and consider the action taken and render its recommendation thereon to the Board. The MEC may recommend notification, continuation or termination of the summary suspension.

8.2-3 Board of Directors Review of Recommendation

As soon as possible after the MEC determines its recommendation under Section 8.2-2, the Board shall meet to review and consider such recommendation. The Board may modify, continue or terminate the terms of the summary suspension.

8.2-4 Procedural Rights

If the Board's decision is to modify or continue the terms of suspension, such decision shall be considered an adverse action for the purposes of this Section.

8.2-5 The Practitioner and the MEC shall be given special notice of the Board's action pursuant to the provisions of Section 1.2 of the Fair Hearing Plan. Special notice to the Practitioner shall:

- a. State that a professional review action has been taken against the Practitioner and the reasons for the action;
- b. Advise the Practitioner of his right to a hearing conducted in accordance with the Fair Hearing Plan;
- c. Specify the number of days following the date of receipt of the notice within which the request for a hearing must be submitted;
- d. State that failure to request a hearing within the specified time period shall constitute a waiver of rights to a hearing and to an appellate review on the matter; and
- e. State that upon receipt of the hearing request, the Practitioner will be notified of the date, time and place of the hearing and grounds upon which the adverse action is based.

8.3 Automatic Suspension Criteria

The following will be cause for automatic suspension of Hospital clinical privileges:

8.3-1 License

A Staff member or affiliate whose license, certificate or other legal credential authorizing him to practice in this state is revoked, suspended or modified shall immediately and automatically be suspended from practicing in the Hospital.

8.3-2 Drug Enforcement Administration (DEA) Registration

A Practitioner whose DEA registration is revoked or suspended shall immediately and automatically be divested of his right to prescribe medications covered by such number. As soon as possible after such automatic suspension, the MEC shall convene to review and consider the facts under which the DEA registration was revoked or suspended. The MEC may then take such further corrective action as is appropriate to the facts disclosed in its investigation.

8.3-3 Medical Records

An automatic suspension of a Practitioner's privileges shall, after warning of delinquency, be imposed for failure to complete medical records in a timely fashion. Such suspension shall continue until such records are completed, unless a Practitioner satisfies the President/CEO and Medical Director that he has a justifiable excuse for such omissions.

8.3-4 Non-Compliance with Committee Requests

An automatic suspension of a Practitioner's privileges shall, after warning of non-compliance, be imposed for failure to respond in a timely fashion to a request for information, explanation or clarification made by a member of the Medical Staff or of Hampstead Hospital when such request is pursuant to the member's undertaking a credentials review of such Practitioner or fulfilling a patient care evaluation or utilization review function that involves review of services provided by, or the records of patients attended by, said Practitioner. Such suspension shall continue until the Practitioner has complied with such requests or until the Practitioner has satisfied the President/CEO and Medical Director that he has a justifiable excuse for non-compliance.

ARTICLE IX: Interviews and Hearings Related to Corrective Actions

9.1 Interviews

When the MEC receives or is considering initiating an adverse recommendation concerning a Practitioner, the Practitioner may be afforded an interview. The interview shall not constitute a hearing, shall be preliminary in nature, and shall not be conducted according to the procedural rules provided with respect to hearings. The Practitioner shall be informed of the general nature of the circumstances and may present information relevant thereto. A summary record of such interview shall be made.

9.2 Hearings

Whenever a Practitioner requests a hearing due to a specific adverse sanction (e.g. denials, suspension, revocations, reductions and any other limitations of aspects of Staff membership or clinical privileges), the hearing shall be conducted in accordance with the Fair Hearing Plan appended to these Bylaws hereto.

9.2-1 Exceptions

Neither the issuance of a warning, a request to appear before a Committee, a letter of admonition or a letter of reprimand, nor the denial, termination or reduction of temporary privileges, nor any other action except those specified in the Fair Hearing Plan shall give rise to any right to a hearing.

ARTICLE X: Staff Clinical Departments

10.1 Organization

The Medical Staff is comprised of the following:

10.1-1 Medical Director shall be an Active Staff member, approved by the Board and engaged by a signed agreement.

10.1-2 Medical Staff members include all privileged Practitioners at Hampstead Hospital.

10.2 Designation

10.2-1 Current Departments

The current departments are psychiatry, medicine and neurology.

10.2-2 Future Departments

When deemed appropriate, the MEC may eliminate, subdivide or recommend a new department, or combine departments, subject to Board approval.

10.3 Assignment to Departments

Each Active, Associate or Courtesy Staff member of the Organized Medical Staff shall be assigned a membership in the department of psychiatry. Each Consulting Staff member of the Organized Medical Staff shall be assigned a membership in the department of medicine or neurology.

10.4 Function of Psychiatry Department

The primary responsibility of the psychiatry department is to implement and conduct specific review and evaluation activities that contribute to the preservation and improvement of the quality and efficiency of patient care provided in the department. To carry out this responsibility, the department shall:

- a. Conduct patient care evaluation studies for the purpose of improving and/or maintaining the quality of care within the department. Each department shall review all clinical work performed under its jurisdiction. Non-Physicians shall be subject to review in the performance of their duties.
- b. Establish guidelines for the granting of clinical privileges within the department and submit the recommendations required under Article VI and VII regarding the specific privileges each Staff member or applicant may exercise and the specified services that each specified professional personnel may provide.
- c. Conduct or participate in, and make recommendation regarding the need for, continuing medical education programs pertinent to changes in the state of the art and to findings of review and evaluation activities.
- d. Monitor, on a continuing and concurrent basis, adherence to: (1) Medical Staff Bylaws, Rules and Regulations, and Hospital policies and procedures; (2) Requirements for alternate coverage and for consultations; and (3) Sound principles of clinical practice.
- e. Coordinate the patient care provided by the department's members with Nursing and other non-Physician patient care services including Administration and Support Services.
- f. Foster an atmosphere of professional decorum within the department appropriate to the healing arts.
- g. Review written reports and minutes of the MEC on a regularly scheduled basis concerning: (1) Findings of the department's monitoring and evaluation activities, action taken thereon, and the results of such action; (2) Recommendations for maintaining and improving the quality of care provided in the department and the

Hospital; and (3) Such other matters as may be requested from time to time by the MEC.

- h. Meet monthly for the purpose of receiving, reviewing and considering patient evaluation findings and the results of the department's other review, evaluation, education activities and of performing or receiving reports on other department and Staff functions.
- i. Establish such Committees or other mechanisms as are necessary and desirable to properly perform the functions assigned to it.

ARTICLE XI: Officers

11.1 Officers of the Medical Staff

11.1-1 Identification

The officers of the Medical Staff shall be:

- a. Medical Director.

11.1-2 Qualifications

The Medical Director is a member of the Active Staff. The Medical Director must be a Physician with demonstrated qualifications on the basis of experience and ability.

11.1-3 Duties of the Medical Director

- a. The Medical Director shall:
 - (1) Aid in facilitating the activities and concerns of the Hospital Administration and of the Nursing and other non-Physician patient care services with those of the Medical Staff.
 - (2) Be responsible to the Board, in conjunction with the MEC, for the quality and efficiency of clinical services and professional performance within the Hospital and for the effectiveness of patient care evaluations and the quality maintenance function delegated to the Medical Staff.
 - (3) Develop and implement, in cooperation with the Medical Staff, methods for credentials review and for delineation of privileges, utilization review, continual monitoring functions (PI) and patient care evaluation studies.
 - (4) Be responsible for enforcement of the Medical Staff Bylaws, Rules and Regulations, for the implementation of sanctions where these are indicated, and for the Medical Staff's compliance within procedural safeguards in all instances where corrective action has been requested against a Practitioner.
 - (5) Call, preside at, and be responsible for the agenda of all regular meetings of the MEC.
 - (6) Serve as Chairman of the MEC and all other Committees as deemed appropriate.
 - (7) Serve as member of the Board. Be spokesman for the Medical Staff in its external professional and public relations.
 - (8) Maintain continuing review of the professional performance of all Practitioners with clinical privileges and all affiliates with specified services, and report thereon to the MEC.
 - (9) Be subject to these Bylaws, Rules and Regulations, and to the policies and procedures of the Hospital.

ARTICLE XII: Committees and Functions

12.1 Designation and Substitution

There shall be a MEC to address and monitor Medical Staff functions. The MEC may, by resolution and upon approval of the Board, establish such other standing and special Committees to perform required Staff functions. Those functions requiring participation of, rather than direct oversight by, the Staff may be discharged by Medical Staff representation on such Hospital Committees as are established to perform such functions.

12.1-1 Standing Committee

The Standing Committee of the Medical Staff shall be the MEC.

12.2 Medical Executive Committee

12.2-1 Composition

The MEC shall consist of the Medical Director and all other Active Staff members of the Medical Staff. The Medical Director shall be its Chairman and shall preside at its meetings. The President/CEO shall be an ex-officio member without a vote. The remaining members of the Committee, also ex-officio, shall be as follows: COO, CNO, Director of Pharmacy, Director of Admissions, Director of Social Work, and Director of Health Information and Compliance Programs (Medical Staff Coordinator).

12.2-2 Duties

The duties of the MEC shall be:

- a. Receive and act upon reports and recommendations from the department, functions, special Committees and officers of the Medical Staff concerning patient care, evaluation and other quality maintenance activities and the discharge of their delegated medical administrative responsibilities.
- b. Coordinate the activities of and policies adopted by the Medical Staff, functions and Committees.
- c. Recommend to the Board all matters relating to appointments, re-appointments, Staff category, clinical privileges, specified services and corrective action.
- d. Initiate and pursue corrective action; when warranted, in accordance with applicable Rules and Regulations.
- e. Inform the Medical Staff of the accreditation program requirements and the accreditation status of the Hospital.
- f. Participate in identifying community health needs and in setting Hospital goals and implementing programs to meet those needs.
- g. Represent and act on behalf of the Medical Staff, subject to such limitations as may be imposed by these Bylaws.
- h. Propose amendments:

- (1) Proposed amendments to these Bylaws may be originated by the MEC or by a petition signed by twenty-five percent (25%) of the voting members of the Medical Staff.
- (2) When proposed by the MEC, there will be communication of the proposed amendment to the Organized Medical Staff before a vote is taken by the MEC.
- (3) When proposed by the Organized Medical Staff, there will be communication of the proposed amendment to the MEC before a vote is taken by the Organized Medical Staff.
- (4) If the MEC does not pass the proposed amendment to the Bylaws, the Organized Medical Staff can ask for a Medical Staff vote using mechanisms noted in the conflict resolution process.
- (5) When the MEC adopts a policy or amendment thereto, there will be communication of the policy or amendment to the Organized Medical Staff.

i. Initiate conflict resolution between Organized Medical Staff and the MEC, when necessary. Any conflict between the Organized Medical Staff and the MEC will be resolved using the mechanisms noted below:

- (1) Submission of written notification to the Medical Director of the challenge and the basis for the challenge, including any recommended changes to the Bylaws, Rules and Regulations, or Hospital policies and procedures.
- (2) At the meeting of the MEC that follows such notification, the MEC shall discuss the challenge and determine if any changes will be made to the rule or policy.
- (3) If changes are adopted, they will be communicated to the Medical Staff. At such time, each Medical Staff member in the Active Staff category may submit written notification of any further challenge(s) to the rule or policy to the Medical Director.
- (4) In response to a written challenge to a rule or policy, the MEC may, but is not required to, appoint a task force to review the challenge and recommend potential changes to address concerns raised by the challenge.
- (5) If a task force is appointed, they will review the challenge and recommend potential changes to address concerns raised by the challenge.
- (6) Once the MEC has taken final action in response to the challenge, with or without recommendations from a task force, any Medical Staff member may submit a petition, signed by twenty-five percent (25%) of the members of the Active Staff category requesting review and possible change of a rule, regulation, policy or procedure. Upon presentation of such a petition, the adoption procedure outlined in Section 14.2 will be followed.

If the Medical Staff voted to recommend directly to the Board an amendment to the Bylaws, Rules and Regulations, or Hospital policies and procedures that is different from what has been recommended by the MEC, the following conflict resolution process shall be followed:

- (1) The MEC shall have the option of appointing a task force to review the differing recommendations of the MEC and the Medical Staff, and recommend language to the Bylaws, Rules and Regulations, or Hospital policies and procedures that is agreeable to both the Medical Staff and the MEC.
- (2) Whether or not the MEC adopts modified language, the Medical Staff shall still have the opportunity to recommend directly to the Board alternative language. If the Board receives differing recommendations for the Bylaws,

Rules and Regulations, or Hospital policies and procedures from the MEC and the Medical Staff, the Board shall also have the option of appointing a task force of the Board to study the basis of the differing recommendations and to recommend appropriate Board action. Whether or not the Board appoints such a task force, the Board shall have final authority to resolve the differences between the Medical Staff and the MEC.

At any point in the process of addressing a disagreement between the Medical Staff and the MEC regarding the Bylaws, Rules and Regulations, or Hospital policies and procedures, the MEC or Board shall each have the right to recommend utilization of an outside resource to assist in addressing the disagreement. The final decision regarding whether or not to utilize an outside resource and the process that will be followed is the responsibility of the Board.

Each Staff member in the Active Staff category has the right to initiate a recall of a Medical Staff officer by following the procedure for recall in these Bylaws regarding removal and resignation from office.

The MEC and Board may adopt such provisional amendments to these rules that are in the MEC's and Board's judgments necessary for legal or regulatory compliance. After adoption, these provisional amendments to the Bylaws, Rules and Regulations will be communicated to the Organized Medical Staff for their review.

- (1) If the Organized Medical Staff approves of the provisional amendment, the amendment will stand.
- (2) If the Organized Medical Staff does not approve of the provisional amendment, this will be resolved using the conflict resolution mechanism noted in Section 12.2-2 (i). If a substitute amendment is then proposed, it will follow the usual approval process.

12.2-3 Medical Executive Committee Meetings

The MEC shall meet at least ten (10) times per year and maintain a record for no less than three (3) years.

12.3 Functions

Provisions shall be made, either through assignment to the MEC itself or to other appointed Staff Committees for: (1) The effective performance of the Medical Staff functions specified in this Section and described in Section 12.4; (2) All other Medical Staff functions required by these Bylaws, the Hospital's PI and Patient Program; and (3) Such other Medical Staff functions as the MEC or the Board shall reasonably require.

- a. Perform patient care evaluation in order to identify and resolve or recommend the resolution of identified problems.
- b. Perform utilization review in accordance with the Hospital's Utilization Review Plan.
- c. Perform the credentialing and privileging/reprivileging function as required by these Bylaws and make recommendations regarding Medical Staff membership and granting of clinical privileges and of specified services.

- d. Provide continuing medical education responsive to evaluation findings, new state of the art developments and other perceived needs and supervise the Hospital professional library services.
- e. Require that patient medical and related records are complete, timely and clinically pertinent.
- f. Perform continual monitoring functions for drug utilization and practices and antibiotic utilization.
- g. Prevent, investigate and control Hospital-acquired infections.
- a. Plan for response to fire and other disasters, for Hospital growth and development, and for the provision of services required to meet the needs of the community.
- b. Participate in the integration of loss prevention and PI activities and the coordination of these activities through the Patient Safety, PI and Safety/Infection Control Committees. Report findings or recommendations to the Medical Staff and/or the Board.
- c. Review and amend, as necessary, the Medical Staff Bylaws, Rules and Regulations.
 - (1) The MEC shall review all Bylaws and the Rules and Regulations amendments proposed by the Organized Medical Staff.
 - (2) When the MEC recommends Bylaws, Rules and Regulations amendments, they shall communicate with the Organized Medical Staff for their approval.
 - (3) If amendments are approved by both the Organized Medical Staff and the MEC, the amendments will be forwarded to the Board for their approval.
 - If the Organized Medical Staff does not approve the proposed amendment, the MEC will forward it to the Board, noting the approval by the MEC and the disapproval by the Organized Medical Staff.
 - If the Organized Medical Staff disagrees with an amendment, it can utilize the conflict resolution process [Section 12.2-2 Duties (i)] of these Bylaws.
 - (4) The MEC will adopt approved amendments.
- d. Coordinate the patient care provided by Practitioners with Nursing and other non-Physician patient care services including Administration and Support Services.

12.4 Description of Functions

12.4-1 Patient Care Evaluation (PCE)

The duties involved in performing PCEs are:

- a. Adopt specific programs and procedures for the identification and resolution of problems that impact the quality of patient care in order to maintain the desired quality, efficiency and effectiveness of patient care within the Hospital. The findings and results of these assessment activities shall be reported to the MEC.

- b. PCEs shall include medical and/or multidisciplinary studies, as well as clinical service studies designed to evaluate the quality and appropriateness of patient care within each clinical service.
- c. PCEs shall be performed in accordance with the Hospital's PI and Patient Safety Program.
- d. Use of non-Physician personnel in those activities not requiring medical judgment shall be used to the greatest extent possible.
- e. Documentation of the performance of this function shall be reflected in the appropriate Committee minutes on a quarterly basis.

12.4-2 Utilization Review

The duties involved include performing Utilization Review functions as required by the Hospital's Utilization Review Plan.

- a. Utilization Review functions shall be assigned to meet the requirements of The Joint Commission and Centers for Medicaid and Medicare Services, as appropriate.
- b. Use of non-Physician personnel in those activities not requiring medical judgment shall be used to the greatest extent possible.
- c. Documentation of the performance of this function shall be reflected in the appropriate Committee minutes on a monthly and quarterly basis.

12.4-3 Credentialing and Privileging/Reprivileging

The duties involved in coordinating and performing credentialing and privileging/reprivileging investigations and recommendations are to:

- a. Review and evaluate the qualifications, competence, and performance of each applicant for initial appointment, re-appointment or modification of appointment and for clinical privileges and make appropriate recommendations.
- b. Submit a report, in accordance with Articles VI and VII, to the MEC on the qualifications of each applicant for Staff membership on particular clinical privileges. Such report shall include recommendations with respect to appointment, Staff category, clinical privileges, and special conditions attached thereto.
- c. Investigate, review and report on matters, including the clinical or ethical conduct of any Practitioner assigned or referred to it by: (1) The Medical Director; (2) The Board; or (3) Those responsible, respectively, for functions described in Section 12.4-1 and 12.4-2.
- d. Documentation of the performance of this function shall be reflected in the appropriate Committee minutes on an as-needed basis.

12.4-4 Continuing Medical Education

The duties involved in performing the continuing medical education functions and supervising the Hospital's professional library services are to:

- a. Develop and plan, or participate in, programs of continuing medical education that are designed to keep the Medical Staff informed of significant new developments and new skills in medicine and that are responsive to evaluation findings.
- b. Evaluate, through the Hospital's PI and Patient Safety Program and specifically the PCE function, the effectiveness of the educational programs developed and implemented.
- c. Analyze and make recommendations on a continuing basis on the Hospital's and Medical Staff's need for professional library services.
- d. Act upon continuing education and recommendations from the MEC or other Committees responsible for PCE other quality maintenance and monitoring functions.
- e. Maintain a permanent record of education activities, specifically including their relationship to the findings of the PCE and other patient care monitoring functions of the Staff.
- f. Documentation of the performance of this function shall be reflected in the appropriate Committee minutes on an as-needed basis.

12.4-5 Medical Records

The duties involved in assuring the maintenance of patient medical records that are complete, timely and clinically pertinent are to:

- a. Review and evaluate medical records to determine that they:
 - (1) Properly describe the condition and progress of the patient, the therapy provided, the results thereof, and the identification of responsibility for all actions taken;
 - (2) Are sufficiently complete at all times so as to facilitate continuity of care and communications between all those providing patient care services in the Hospital;
 - (3) Meet the standards of patient care usefulness and of historical validity required by the Medical Staff and by acknowledged authorities, including The Joint Commission and Centers for Medicare and Medicaid Services; and
 - (4) Are adequate, in form and content, to permit PCE and other quality maintenance activities to be performed.
- b. Review Medical Staff Bylaws, Rules and Regulations, and Hospital policies and procedures relating to medical records, including medical record completion, forms, formats, filing, indices, storage and availability, and recommend methods of enforcement thereof and changes therein.
- c. Act upon recommendations in Committees responsible for PCE and other quality maintenance and monitoring functions.

- d. Documentation of the performance of this function shall be reflected in the appropriate Committee minutes on a quarterly basis.

12.4-6 Pharmacy and Therapeutics

The duties involved in developing and maintaining surveillance over drug utilization policies and practices are to:

- a. Assist in the formulation of professional policies regarding the evaluation, appraisal use, safety procedures and all other matter relating to drugs in the Hospital.
- b. Make recommendations concerning drugs to be stocked on the patient units by Nursing Services.
- c. Develop and review periodically formulary or drug list for use in the Hospital.
- d. Review in detail all reported drug reactions and drug errors and recommend corrective action.
- e. Review all data relative to drug effectiveness side effects and new drugs or uses and disseminate such information as needed.
- f. Prepare a quarterly report, consisting of statistical data involving drug reactions and drug errors, their probable causes and action taken to resolve problems and follow-up action to assure the resolution of problems.
- g. Establish standards concerning the use and control of investigational drugs and of research in use of recognized drugs.
- h. Perform such other duties as assigned by the Medical Director or the Board.
- i. Documentation of the performance of this function shall be reflected in the appropriate Committee minutes on a quarterly basis.

The duties involved in performing the review of the clinical use of antibiotics are to:

- a. Conduct studies to review the prophylactic use of antibiotics for inpatients.
- b. Establish criteria for the prophylactic and therapeutic use of antibiotics in problem areas and review variations from criteria, take necessary action and assure resolution of problems.
- c. Documentation of the performance of this function shall be reflected in the appropriate Committee minutes on an as-needed basis.

12.4-7 Infection Control

The duties involved in preventing, investigating and controlling Hospital-acquired infections are to:

- a. Maintain surveillance of Hospital infection potentials.
- b. Identify and analyze the incidence and cause of all infections.

- c. Develop and implement a preventative and corrective program designed to minimize infection hazard.
- d. Supervise infection control in all phases of the Hospital's activities.
- e. Act upon recommendations related to infection control received from the Medical Director, the Board and other Hospital Committees.
- f. Maintain a permanent record of all activities related to infection control and submit periodic reports to the Board.
- g. Documentation of the performance of this function shall be reflected in the appropriate Committee minutes on a quarterly basis.

12.4-8 Disaster Planning

The duties involved in planning to provide appropriate response to, and the protection and care of, Hospital patients and others at the time of internal and external disasters are to:

- a. Develop and periodically review, in cooperation with Hospital Administration, a written plan designed to safeguard patients at the time of an internal disaster and require that all personnel rehearse fire drills at least four (4) times a year for each shift.
- b. Develop and periodically review, in cooperation with Hospital Administration, a written plan for care, reception and evacuation of mass casualties, and assure that such plan, coordinated with the inpatient and outpatient services of the Hospital:
 - (1) Adequately relates to other available resources in the community;
 - (2) Coordinates the Hospital's role with other agencies in the event of disasters in the Hospital and nearby communities; and
 - (3) Is rehearsed at least twice a year.
- c. Documentation of the performance of this function shall be reflected in the appropriate Committee minutes on an as-needed basis.

12.4-9 Safety

The Staff members' duties involved in the Hospital Multi-Disciplinary Safety Committee are to:

- a. Participate in the program of staffing, equipping, operating and maintaining the Hospital designed to produce safe characteristics and practices, and to eliminate or reduce, to the extent possible, hazards to patients, Hospital personnel and visitors.
- b. Report pertinent Committee findings and recommend actions to the MEC.
- c. Be familiar with the Hospital's loss prevention program and be able to identify problems that impact on the quality of patient care.

- d. Be familiar with and assist with the integration of loss prevention and quality assurance.

12.4-10 Bylaws, Rules and Regulations Review and Revision

The duties involved in maintaining appropriate Bylaws, Rules and Regulations and other organizational documents pertaining to the Organized Medical Staff:

- a. Conduct a review as needed, but at least every three (3) years, of the Bylaws, Rules and Regulations, and forms promulgated in connection therewith.
- b. Submit recommendations to the Board for changes in these documents.
- c. Act upon all matters specified in subparagraph (a), as may be referred by the President/CEO, Medical Director, Board and other Hospital Committees.

12.5 Representation of Interdisciplinary Hospital Committees

Staff functions and responsibilities relating to liaison with the Board and/or Hospital Administration may be discharged by the appointment of one (1) or more Medical Staff members to the appropriate Hospital Committees. These appointments shall be made by the Medical Director as and when appropriate.

12.6 Special Committees of the Staff

12.6-1 Composition and Appointment

If a special Staff Committee is established by the MEC to perform one (1) of more of the Staff functions required by these Bylaws, it shall be composed of members of the Active Staff and may include where appropriate, representation from Hospital Administration, Nursing Services, Pharmaceutical Services, Support Services, Health Information, and such other Hospital departments as are appropriate to the function(s) to be discharged. Unless otherwise specifically provided, the Medical Staff members shall be approved by the Board upon receiving recommendation from the Medical Director and the Administrative Staff member shall be appointed by the President/CEO. Each Committee shall select its Chairman and Secretary where the same are not provided for in these Bylaws.

12.6-2 Term and Prior Removal

Unless otherwise specifically provided, a special Committee Staff member shall continue as such until the end of his normal period Staff appointment and until his successor is appointed. A special Committee Staff member, other than one serving ex-officio, may be removed by a majority vote of the Staff. The Administrative Staff Committee member may be removed by action of the President/CEO.

12.6-3 Vacancies

Unless otherwise specifically provided, vacancies on any Medical Staff Committee shall be filled in the same manner in which original appointment to such Committee is made.

12.6-4 Special Committee Meetings

A special Committee established to perform one (1) or more of the Medical Staff's functions required by these Bylaws shall meet as often as is necessary to discharge its assigned duties.

12.7 Regular Medical Staff Meetings

12.7-1 Meeting Time

The Medical Staff may, by resolution, provide the time for holding regular meetings and no notice other than such resolution shall then be required. The frequency of such meetings shall be as required by these Bylaws, but shall be at least ten (10) times per year. Should the date, hour or place of a regular Staff meeting be changed for any reason, the notice procedure in Section 13.2 shall be followed.

Medical Staff meetings can be held in conjunction with MEC meetings.

12.7-2 Order of Business and Agenda

The order of business at a regular meeting shall be determined by the Medical Director. The agenda shall include at least:

- a. Reading and acceptance of the minutes of the last regular and of all special meetings held since the last regular meeting.
- b. PI reports from Hospital Administration, the Medical Director, the COO, the Director of Pharmacy or other Hospital Committees.
- c. Reports by responsible Committees and departments on the overall results of PCE and other quality maintenance activities of the Staff, and on the fulfillment of other required Staff functions.
- d. Consideration of Staff appointments, re-appointments and clinical privileges.
- e. Recommendations of maintenance and/or improvement of patient care.
- f. Other old and new business.

12.7-3 Special Meetings

Special meetings of the Medical Staff may be called at any time by the Board, the Medical Director, by action of the MEC or not less than twenty percent (20%) of the members of the Active Staff, and shall be held at the time and place designated in the meeting notice. In the event that it is necessary for the Staff to act on a question without being able to meet, the voting Staff may be presented with the question by mail and their votes returned to the Medical Director by mail. Such vote shall be binding so long as the question is voted on by a majority of the Staff eligible to vote. No business shall be transacted at any special meeting except that stated in the meeting notice.

12.8 Notice of Meetings

Written or printed notice stating the place, day and hour of any regular Staff meeting, or of any special meeting, or of any regular Committee meeting not held pursuant to resolution, shall be delivered either personally or electronically to each person entitled to be present thereat not less than seven (7) days nor more than fourteen (14) days before

the date of such meeting. Notice of Committee meetings may be given orally. If mailed, the notice of the meeting shall be deemed delivered forty-eight hours (48) after deposit, postage prepaid, in the United States mail addressed to each person entitled to such notice at his address as it appears on the records of the Hospital. Personal attendance at a meeting shall constitute a waiver of notice of such meeting.

12.9 Quorum

The presence of fifty percent (50%) of the voting members of the Active Staff, but not less than two (2) members, at any regular or special meeting shall constitute a quorum for the purposes of amendment to these Bylaws. The presence of fifty one percent (51%) of such members shall constitute a quorum for the transaction of all other business. This quorum must be found before any action may be taken, but once found, the business of the meeting may continue and all actions taken thereafter shall be binding even though less than a quorum may be present at a later time in the meeting.

12.10 Manner of Action

Except as otherwise specified, the action of a majority of the members present and voting at a meeting which a quorum is present shall be the action of the group. Action may be taken without a meeting by a Committee if a unanimous consent in writing setting forth the action so taken is signed by each member entitled to vote thereat.

12.11 Minutes

Minutes of all meetings shall be prepared by the Secretary or designee of the meeting and shall include a record of attendance and the vote taken on each matter, if applicable. Copies of such minutes shall be approved by the attendees, forwarded to the MEC and made available to the Staff. A permanent file of the minutes of each meeting shall be maintained.

12.12 Attendance Requirements

Each member of a Staff category required to attend meetings under Article IV shall be required to attend at least fifty percent (50%) of regular or MEC meetings and at least fifty percent (50%) of all meetings of each additional Hospital Committee of which he is a member.

12.13 Absence from Meetings

Any member who is compelled to be absent from any Medical Staff or Committee meeting shall promptly provide, in writing or verbally, to the regular Chairman of that Committee, the reason for such absence. Unless excused for good cause, failure to meet the attendance requirements of Section 12.12 shall be grounds for possible disciplinary action.

12.14 Special Appearance

A Practitioner whose patient's clinical course of treatment is scheduled for discussion at a regular Committee meeting shall be so notified. The Chairman of the meeting shall give the Practitioner at least seven (7) days advance written notice of the time and place of the meeting. Whenever apparent or suspected deviation from standard clinical practice is involved, special notice shall be given and shall include a statement of the issue involved

and that the Practitioner's appearance is mandatory. Failure of a Practitioner to appear at any meeting with respect to which he was given such special notice shall, unless excused by the MEC upon showing good cause, result in an automatic suspension of all or such portion of the Practitioner's clinical privileges as the MEC may direct. Such suspension shall remain in effect until the matter is resolved by subsequent action of the MEC or of the Board, or through corrective action, if necessary.

ARTICLE XIII: General Provisions

13.1 Staff Rules and Regulations

Subject to approval by the Board, Medical Staff shall adopt such Rules and Regulations as may be necessary to implement more specifically the general principles found within these Bylaws. These shall relate to the proper conduct of Medical Staff organization activities, as well as embody the level of practice that is to be required of each Staff member or affiliate in the Hospital. Such Rules and Regulations shall be a part of these Bylaws, except that they may be amended or repealed at any regular meeting at which a quorum is present and without previous notice or at any special meeting on notice by a two-thirds vote of those present and eligible to vote. Such changes shall become effective when approved by the Board.

13.2 Professional Liability Insurance

Each Practitioner granted clinical privileges in the Hospital shall maintain in force professional liability insurance in not less than the minimum amounts as from time to time may be determined by resolutions of the Board, or provide other proof of financial responsibility in such manner as the Board may from time to time establish and shall inform the MEC and Board of such coverage upon appointment, re-appointment or when there has been any change in such professional liability insurance coverage. At this time, required malpractice insurance is one (1) million/three (3) million.

13.3 Forms

Application forms and any other prescribed forms required by these Bylaws for use in connection with Staff appointments, re-appointments, delineation of clinical privileges, corrective action, notices, recommendations, reports and other matters shall be subject to adoption by the Board after considering the advice of the MEC.

13.4 Construction of Terms and Headings

Words used in these Bylaws shall be read as the masculine or feminine gender and as the singular or plural, as the context requires. The captions or headings in these Bylaws are for convenience only and are not intended to limit or define the scope or effect of any provision of these Bylaws.

13.5 Transmittal of Reports

Reports and other information which these Bylaws require the Medical Staff to transmit to the Board shall be deemed so transmitted when delivered, unless otherwise specified, to the President/CEO.

ARTICLE XIV: Adoption and Amendment to Bylaws, Rules and Regulations, and Fair Hearing Plan

14.1 Methodology

Amendments to the Medical Staff Bylaws, including the Rules and Regulations and Fair Hearing Plan, may be adopted, amended or repealed by the following combined action:

14.1-1 Medical Staff

The affirmative vote of a majority of the Staff members eligible to vote on this matter who are present and voting at a meeting at which a quorum is present, provided at least thirty (30) days written notice, accompanied by the proposed Bylaws and/or alterations, has been given of the intention to take such action.

Subject to the authority and approval of the Board, the Organized Medical Staff will exercise such power, as is reasonably necessary, to discharge its responsibilities under these Bylaws and associated Rules and Regulations, and Hospital policies and procedures in compliance with law and regulation.

The Organized Medical Staff shall comply and enforce the Medical Staff Bylaws, Rules and Regulations, and Hospital policies and procedures by recommending action to the Board in certain circumstances and taking action in others.

The Medical Staff Bylaws, Rules and Regulations are compatible with the Hospital policies and procedures and are compliant with law and regulation.

14.1-2 Board

The affirmative vote of a majority of the Board provided that in the event that the Staff shall fail to exercise its responsibility as required by Section 14.1-1 and after notice from the Board to such effect, including a reasonable period of time for response, the Board may resort to its own initiative in formulating or amending the Medical Staff Bylaws, Rules and Regulations. In such event, Staff recommendations and reviews shall be carefully considered by the Board during its deliberation and in its action.

14.2 Adoption

The Medical Staff shall have the initial responsibility to formulate, adopt and recommend to the Board the Medical Staff Bylaws, Rules and Regulations and amendments thereto, which shall be effective when approved by the Board. Such responsibility shall be exercised in good faith and in a reasonable, timely and responsible manner, reflecting the interest of providing patient care of the generally recognized professional level of quality and efficiency and of maintaining a harmony of purpose and effort with the President/CEO, the Board, and the community.

ARTICLE XV

15.1 Practitioner Health

The Medical Staff implements a process to identify and manage matters of individual Practitioner health that is separate from the Medical Staff disciplinary function.

An organization has an obligation to protect patients from harm. In this regard, the Medical Staff and Hospital leaders design a process that provides education about Practitioner health, addresses prevention of physical, psychiatric or emotional illness, and facilitates confidential diagnosis, treatment and rehabilitation of Practitioners who suffer from a potentially impairing condition.

The purpose of the process is assistance and rehabilitation rather than discipline, to aid a Practitioner in retaining or regaining optimal professional functioning, consistent with protection of patients. If, at any time during the diagnosis, treatment or rehabilitation phase of the process, it is determined that a Practitioner is unable to safely perform the privileges he has been granted, the matter is forwarded to the President/CEO or Medical Director for appropriate corrective action that includes strict adherence to any state or federally mandated reporting requirements.

One exception to this policy is impairment due to age and irreversible medical illness or other factors not subject to rehabilitation, where reinstatement of the Practitioner is not applicable.

The President/CEO of the Hospital plays a key role in this process, in conjunction with the Medical Director. That is because an impaired Practitioner is a Hospital concern, not merely a Medical Staff problem.

The Hospital shall keep in mind any issues relating to a Practitioner's illness or disability and state reporting statutes and the application of the Americans with Disabilities Act.

For additional information, see the Peer Review policy appended hereto.

15.2 Hospital Policy Regarding Impaired Practitioners

15.2-1 Reports and Investigations

If any individual working in the Hospital has a reasonable suspicion that a Practitioner appointed to the Medical Staff is impaired, the following steps should be taken:

- a. The individual who suspects the Practitioner of being impaired must give an oral, or preferably a written report, to the President/CEO or Medical Director. The report must be factual and shall include a description of the incident(s) that led to the belief that the Practitioner might be impaired. The individual making the report does not need to have proof of the impairment, but must state the facts that led to the suspicions.
- b. If, after discussing the incident(s) with the individual who filed the report, the President/CEO and/or Medical Director believe there is enough information to warrant an investigation, the President/CEO shall request that an investigation be conducted and a report of its findings be completed by:
 - (1) The Medical Director; or
 - (2) Another individual(s) appropriate under the circumstances.
- c. If the investigation produces sufficient evidence that the Practitioner is impaired, the President/CEO shall meet personally with that Practitioner or designate another appropriate individual to do so. The Practitioner shall be told that the results of an investigation indicate that the Practitioner suffers from an impairment that affects his practice. The Practitioner should not be told who filed

the report and does not need to be told the specific incidents contained in the report.

- d. Depending upon the severity of the problem and the nature of the impairment, the Hospital has the following options:
 - (1) Require the Practitioner to undertake a rehabilitation program as a condition of continued appointment and clinical privileges;
 - (2) Impose appropriate restrictions on the Practitioner's practice; or
 - (3) Immediately suspend the Practitioner's privileges in the Hospital until rehabilitation has been accomplished, if the Practitioner does not agree to discontinue practice voluntarily.
- e. The Hospital shall seek the advice of counsel to determine whether any conduct must be reported to law enforcement authorities or other government agencies and what further steps must be taken.
- f. The original report and a description of the actions taken by the President/CEO or Medical Director should be included in the Practitioner's personnel file. If the investigation reveals that there is no merit to the report, the report shall be destroyed. If the investigation reveals that there may be some merit to the report, but not enough to warrant immediate action, the report shall be included in a confidential portion of the Practitioner's personnel file and the Practitioner's practice shall be monitored until it can be established whether there is an impairment problem.
- g. The President/CEO or Medical Director shall inform individuals who filed the report that follow up action was taken.
- h. Throughout this process, all parties shall avoid speculation, conclusions, gossip and any discussion of this matter with anyone outside those described in this policy.
- i. In the event there is apparent or actual conflict between this policy and the Bylaws, Rules and Regulations, or other Hospital policies and procedures, including the due process sections of these Bylaws, the provisions of this policy shall supersede such Bylaws, Rules and Regulations, or Hospital policies and procedures.

15.2-2 Rehabilitation

- a. The President/CEO or Medical Director or their designees shall assist the Practitioner in locating a suitable rehabilitation program. The Hospital shall not reinstate a Practitioner until it has established, to the Hospital's satisfaction, that the Practitioner has successfully completed a rehabilitation program in which the Hospital has confidence.

15.2-3 Reinstatement

- a. Upon sufficient proof that a Practitioner who has been found to be suffering impairment has successfully completed a rehabilitation program, the Hospital may consider reinstating that Practitioner to the Medical Staff.

- b. When considering an impaired Practitioner for reinstatement, the President/CEO and Medical Director must consider patient care interests to be paramount.
- c. The Hospital must first obtain a letter from the program director of the rehabilitation program where the Practitioner was treated. The Practitioner must authorize the release of this information. The letter from the director of the rehabilitation program shall state:
- (1) Whether the Practitioner is participating in the program;
 - (2) Whether the Practitioner is in compliance with all of the terms of the program;
 - (3) Whether the Practitioner attends program meetings regularly (if appropriate);
 - (4) To what extent the Practitioner's behavior and conduct are monitored;
 - (5) Whether, in the opinion of the rehabilitation program Practitioners, the Practitioner is rehabilitated;
 - (6) Whether an aftercare program has been recommended to the Practitioner and, if so, a description of the aftercare program; and
 - (7) Whether, in the program director's opinion, the Practitioner is capable of resuming medical practice and providing continuous competent care to patients.
- d. The Practitioner must inform the Hospital of the name and address of his Primary Care Physician and must authorize the Practitioner to provide the Hospital with information regarding his condition and treatment. The Hospital has the right to require an opinion from other Practitioner consultants of its choice.
- e. The Hospital shall request the Primary Care Physician to provide information regarding the precise nature of the Practitioner's condition, the course of treatment, and the answers to the questions posed above in Section 15.2-3 c (5) and (7).
- f. Assuming all information the Hospital receives indicates that the Practitioner is rehabilitated and capable of resuming patient care, the Hospital must take the following additional precautions when restoring clinical privileges:
- (1) The Practitioner must identify a Practitioner who is willing to assume responsibility for the care of his patients in the event that he is unable or unavailable to care for them; and
 - (2) The Hospital shall require the Practitioner to provide the Hospital with periodic reports from his Primary Care Physician for a period of time specified by the President/CEO or Medical Director, stating that the Practitioner is continuing treatment or therapy, as appropriate, and that his ability to treat and care for patients in the Hospital is not impaired.
- g. The Medical Director or his designee shall monitor the Practitioner's exercise of clinical privileges in the Hospital. The MEC shall determine the nature of that monitoring after reviewing all of the circumstances.
- h. The Practitioner must agree to submit to an alcohol or drug screening test (if appropriate to the impairment) at the request of the President/CEO, Medical Director, or another Practitioner who suspects that the Practitioner may be under the influence of drugs or alcohol.
- i. All requests for information concerning the impaired Practitioner shall be forwarded to the President/CEO for response.

- j. As this policy is a PI function within the Hospital, it is the intent of this section that all records and testimony provided to or developed in this process shall be confidential and privileged as provided by RSA 151:13-a and shall be maintained separately from other records of the MEC.
- k. Confidentiality of the Practitioner seeking referral or a referral for assistance shall be maintained, except as limited by law, ethical obligation, or when the health and safety of a patient is threatened.
- l. Appropriate actions shall be taken when a Practitioner fails to complete the required rehabilitation program, up to and including termination of Medical Staff privileges.

Phillip J. Kubiak
President/CEO

Malcolm Beaudett, MD
Medical Director

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Public Version

Medical Staff Bylaws
Appendix C
Confidentiality Policy

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Public Version

Table of Contents

1.1 Access by Individuals Performing Official Hospital or Medical Staff Functions 3
1.1-1 Permitted Access to Medical Staff and Peer Review Files 3
1.1-2 Permitted Access to Committee Meeting Minutes, Related Documents, Reports and PI
Activities..... 3
2.1 Access by Medical Staff Members 3
2.1-1 Medical Staff Files 3
2.1-2 Access to Medical Staff and Committee files by individuals not on the Committee 4
3.1 Access by Individuals or Organizations outside the Hospital or Medical Staff 4
3.1-1 Credentialing Requests from Hospitals, Credentials Verification Organizations, Managed Care
Organizations and Insurance Companies 4
3.1-2 Credentialing Requests from Hospital Surveyors 4
3.1-3 Subpoenas 4
3.1-4 Other Requests 4

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Public Version

All requests for access to Medical Staff files and records of the MEC shall be presented to the Medical Director or his designee. Unless otherwise stated, an individual permitted access under this policy shall be afforded a reasonable opportunity to inspect the records requested and to make notes regarding them, in the presence of the Medical Director or his designee. In no case shall an individual remove the records (or any portion thereof) from the office of the Medical Director or his designee, or make copies of them, without the permission of the Medical Director or his designee.

1.1 Access by Individuals Performing Official Hospital or Medical Staff Functions

1.1-1 Permitted Access to Medical Staff and Peer Review Files

- a. The Hospital's Medical Staff Coordinator, President/CEO and the Hospital's legal counsel shall have access to Medical Staff and peer review files as needed to fulfill their respective responsibilities.
- b. The Medical Director shall have access to Medical Staff and peer review files as needed to fulfill his respective responsibilities.
- c. Members of the MEC shall have access to the respective Medical Staff and peer review files of the Practitioner being reviewed, as well as other relevant Medical Staff records necessary to enable such Committee members to perform their function.
- d. Attorneys and Consultants engaged by the Medical Staff, Hospital, and/or Board to assist the MEC shall have access to the respective Medical Staff and peer review files of the Practitioner being reviewed, as well as other relevant Medical Staff records necessary to enable such Consultants to perform their function.

1.1-2 Permitted Access to Committee Meeting Minutes, Related Documents, Reports and PI Activities

- a. Committee members shall have access to the minutes, related documents, reports and PI activities of meetings of the Committee(s) to which they are assigned.
- b. The Hospital's Medical Staff Coordinator, President/CEO, Board, Director of PI and the Hospital's legal counsel shall have access to Committee minutes, related documents, reports and PI activities as needed to fulfill their respective responsibilities.

2.1 Access by Medical Staff Members

2.1-1 Medical Staff Files

- a. A Medical Staff appointee shall have access to the Medical Staff files of another Medical Staff appointee only as described in Section 1.1 above.
- b. A Practitioner shall be permitted access, upon request, to all items in his personal Medical Staff file including, but not limited to:
 - (1) Application for initial appointment and clinical privileges with all attachments;
 - (2) Application for re-appointments and clinical privileges with all attachments;
 - (3) Applications for requested changes in Staff category or clinical privileges, if any, with all attachments;
 - (4) All information gathered in the course of verifying, evaluating and otherwise investigating applications for appointment, re-appointment and changes in Staff category or clinical privileges;
 - (5) Reports or queries to and responses from the NPDB;

- (6) Reports of the Medical Director's, MEC's and the Board's recommendations; and
- (7) Correspondence from third parties including, but not limited to, requests for and answers to verification of Staff appointments and privileges, as well as letters of reference, unless such third party has been assured that the response will be handled in a confidential manner and not shared with the applicant.

2.1-2 Access to Medical Staff and Committee files by individuals not on the Committee

- a. A Medical Staff appointee shall have access to the Medical Staff files, minutes and reports of Committee meetings of which he is not a member upon request to the Medical Director or his designee. Access to files, minutes and reports of Committee meetings containing specific peer review information shall not be allowed.

3.1 Access by Individuals or Organizations outside the Hospital or Medical Staff

3.1-1 Credentialing Requests from Hospitals, Credentials Verification Organizations, Managed Care Organizations and Insurance Companies

- a. The following information can be provided over the telephone or via written verification, without written consent:
 - (1) Staff category;
 - (2) Specialty;
 - (3) Date of hire; and
 - (4) Statement that the Practitioner has "privileges in good standing", meaning that the Practitioner's Hospital privileges are current and active and enable him to admit patients.
- b. Upon receipt of a request accompanied by a specific written authorization, or copy thereof, the Medical Staff Coordinator may release additional information contained in the Medical Staff member's file, including past or current disciplinary actions and PI activities.

3.1-2 Credentialing Requests from Hospital Surveyors

- a. Requests from Hospital surveyors (e.g. individuals representing organizations, such as The Joint Commission, The Centers for Medicare and Medicaid Services, and/or the Department of Health and Human Services) for records covered by this policy shall be referred to the Medical Director or designee for further disposition in accordance with the applicable state laws, regulations and/or accreditation standards.
- b. Original or photocopied records may not be removed from the Hospital premises unless there is shown to be explicit statutory or regulatory authority to the contrary, and such authority has first been reviewed by the President/CEO.

3.1-3 Subpoenas

- a. All subpoenas pertaining to Medical Staff records shall be referred to the Hospital's President/CEO, who may first consult with the Hospital legal counsel and Medical Director regarding the appropriate response.

3.1-4 Other Requests

- a. All other requests for Medical Staff records (or portions thereof) shall be reviewed by the President/CEO and/or Medical Director. The release of any information may be conditioned upon approval of the MEC or Board.

Phillip J. Kubiak
President/CEO

Malcolm Beaudett, MD
Medical Director

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**Medical Staff Bylaws
Appendix F
Contracted Sources of Patient Care Services**

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Table of Content

1.1	Policy.....	3
2.1	Procedure.....	3

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1.1 Policy

- 1.1-1 It is the responsibility of the Hospital and Medical Staff to provide oversight of the care, treatment and services to ensure the safety and quality of contracted services. It is expected that contracted patient care providers meet all of the applicable Hospital standards for safety, competence and performance improvement.
- 1.1-2 The same level of safe, quality care will be delivered to patients regardless of whether services are provided directly by the Hospital or through contractual agreement.

2.1 Procedure

2.1-1 Competence of Contracted Providers

- a. The Hampstead Hospital Medical Staff requires that outside contracted health care professionals have the appropriate credentials, including but not limited to:
 - (1) Education and training that is consistent with applicable legal and regulatory requirements;
 - (2) Current licensure and/or certification with primary source verification, as applicable;
 - (3) National Practitioner Data Bank, Office of Inspector General and National Sex Offender Registry clearance; and
 - (4) Professional recommendation and/or MEC approval.

2.1-2 Quality Parameters

- a. Outside contracted patient care services will be monitored by the Hampstead Hospital Medical Staff, appropriate to the services provided. This shall include, at a minimum, an annual contracted services review by Hospital leaders and the MEC that evaluates quality indicators that have been approved by the Medical Staff. Additional monitoring will be contract-specific, as applicable.
- b. The MEC shall annually approve the current contracted patient care services list based on quality review parameters.

2.1-3 Ethical Issues/Conflict of Interest

- a. Medical Staff members are required to disclose any business relationship or conflict of interest with any recommended contracted provider that affects or has the potential to affect the safety or quality of care, treatment or services to Hospital patients, prior to the approval of that contracted provider.

2.1-4 Selection and Contracting Process

- a. The MEC will review and approve any outside contracted patient care service. The Hospital will take appropriate steps to acquire the required documentation and contract with the recommended health care provider if possible, as outlined in the Contract and accompanying Exhibit A.

2.1-5 Orientation of New Contracted Providers

- a. Hospital leaders shall be responsible for insuring that contracted providers working at Hampstead Hospital are properly oriented to do the work assigned to them. Contracted

providers shall participate in portions of Hospital Orientation and policy reviews as applicable and designated by the applicable Hospital leader.

Phillip J. Kubiak
President/CEO

Malcolm Beaudett, MD
Medical Director

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Medical Staff Bylaws
Appendix A
Fair Hearing Plan

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Public Version

Table of Contents

ARTICLE I: Initiation of Hearing	4
1.1 Adverse Actions	4
1.2 Notice of Adverse Action	4
1.3 Request for Hearing.....	5
1.4 Waiver by Failure to Request a Hearing.....	5
1.5 Restrictions on Practitioner's Practice Pending Completion of Hearing Process.....	5
ARTICLE II: Hearing Prerequisites.....	5
2.1 Notice of Time and Place for Hearing.....	5
2.2 Statement of Issues and Events.....	6
2.3 Service on Hearing Committee.....	6
ARTICLE III: Hearing Procedure	6
3.1 Personal Presence	6
3.2 Presiding Officer	6
3.3 Representation	6
3.4 Conduct of Hearing.....	7
3.5 Burden of Proof.....	7
3.6 Postponements.....	8
3.7 Presence of Hearing Committee Members and Vote.....	8
3.8 Recesses and Adjournment	8
ARTICLE IV: Hearing Committee Report and Board Action	8
4.1 Hearing Committee Report	8
4.2 Board Action on Hearing Committee Report	8
ARTICLE V: Initiation and Prerequisites of Appellate Review	9
5.1 Request for Appellate Review	9
5.2 Waiver by Failure to Request Appellate Review	9
5.3 Appellate Review Body.....	9
5.4 Notice of Time for Appellate Review	9
5.5 Powers of Appellate Review Body.....	9
5.6 Presence of Members and Vote.....	9
5.7 Recesses and Adjournment	9
5.8 Action Taken.....	10
ARTICLE VI: General Provisions.....	10
6.1 Hearing Officer Appointment and Duties	10
6.2 Attorneys.....	10
6.3 Number of Hearings and Reviews	10
6.4 Release.....	10
6.5 Waiver.....	10

Definitions

The following definitions, in addition to those stated in the Hampstead Hospital Bylaws, shall apply to the provisions of this Fair Hearing Plan.

1. Appellate Review Body means the group designated pursuant to this Plan to hear a request for appellate review properly filed and pursued by the Practitioner.
2. Hearing Committee means the Committee appointed pursuant to this Plan to hear a request for an evidentiary hearing properly filed and pursued by the Practitioner or by the Medical Executive Committee (MEC).

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ARTICLE I: Initiation of Hearing

Article I details the events that must occur for there actually to be a hearing. It lists the specific adverse sanctions (e.g. denials, suspensions, revocations, reductions and limitations of Staff membership or clinical privileges) that entitle a Practitioner to request a hearing. Article I requires that the Practitioner be given special notice of the proposed action and specifies the time period and the manner within which he must request a hearing. A waiver provision defines the consequences and further action necessary if the Practitioner does not proceed.

1.1 Adverse Actions

The following actions by the Board shall be deemed adverse and shall entitle the Practitioner affected thereby to a hearing:

- a. Denial of initial Staff appointment;
- b. Denial of re-appointment;
- c. Suspension of Staff membership;
- d. Revocation of Staff membership;
- e. Denial of requested advancement in Staff category;
- f. Reduction in Staff category;
- g. Limitation of the right to admit patients;
- h. Denial of requested affiliation;
- i. Denial of requested clinical privileges;
- j. Reduction of clinical privileges;
- k. Suspension of clinical privileges;
- l. Revocation of clinical privileges;
- m. Terms of probation; or
- n. Individual requirement of consultation.

1.2 Notice of Adverse Action

A Practitioner against whom an adverse action, as defined in Section 1.1 of this Plan, has been taken shall promptly be given special notice of such action. Such notice shall:

- a. State that a professional review action has been taken against the Practitioner and the reasons for the action;
- b. Advise the Practitioner of his right to a hearing conducted in accordance with the provisions of the Medical Staff Bylaws and of this Fair Hearing Plan;
- c. Specify the number of days following the date of receipt of notice within which a request for a hearing must be submitted;

- d. State that failure to request a hearing within the specified time period shall constitute a waiver of rights to a hearing and to an appellate review on the matter; and
- e. State that upon receipt of the hearing request, the Practitioner will be notified of the date, time and place of the hearing, and the grounds upon which the adverse action is based.

1.3 Request for Hearing

A Practitioner shall have thirty (30) days following his receipt of special notice pursuant to Section 1.2 to file a written request for a hearing. Such request shall indicate his desire to be represented by an attorney or other person of his choice at the hearing and/or the appellate review. Such request shall be delivered to the President/CEO or Medical Director either in person or by certified or registered mail.

1.4 Waiver by Failure to Request a Hearing

Failure to request a hearing within the time and in the manner specified in Section 1.3 shall constitute a waiver of any right to such hearing and to any appellate review to which the Practitioner might otherwise have been entitled, and shall constitute acceptance by the Practitioner of the adverse action, which shall become effective as a final decision of the Board.

1.5 Restrictions on Practitioner's Practice Pending Completion of Hearing Process

In the event the Practitioner requests a hearing in the time and in the manner specified in Section 1.3 because of an adverse action relating to reduction in Staff category, limitation of the right to admit patients, reduction of clinical privileges, suspension of clinical privileges or revocation of clinical privileges, the Practitioner shall not exercise the Staff category privileges or clinical privileges that have been reduced, suspended or revoked, or admit patients for whom the Practitioner has been denied admitting privileges, until such time as the Practitioner's Staff category privileges, clinical privileges or admitting privileges have been reinstated.

ARTICLE II: Hearing Prerequisites

If a hearing is requested, Article II establishes some of the preliminary steps in preparation for it: determining when and where it will be held, notifying the Practitioner of a given period of time in advance of hearing, and appointing a Hearing Committee. Participation in initiating or instigating the matter or knowledge of the facts involved are specifically expected as circumstances which in themselves preclude service on the hearing body. A special note discusses in more detail the problem of prejudice or pre-judgment by Hearing Committee members.

2.1 Notice of Time and Place for Hearing

Upon receipt of a Practitioner's timely written request for a hearing, the President/CEO shall submit the request to the Chairman of the Board, who shall appoint a Hearing Committee within fourteen (14) days of receipt of the letter requesting the hearing. The Hearing Committee shall consist of three (3) Medical Staff members, none of whom shall have been actively involved in formulating the recommendation upon which the Board has acted, or can reasonably be considered to be in direct economic competition with the Practitioner, and one (1) of whom shall be designated as Chairman. Upon appointment of the Hearing Committee, the Hearing Committee shall determine the time, place and date of the hearing and the witnesses (if any) expected to give testimony or evidence at the hearing in support of the President/CEO and the MEC. Except with respect to a hearing

held as a result of suspension of Staff membership or clinical privileges, at least thirty (30) days prior to the hearing, the President/CEO shall send the Practitioner special notice of the time, place and date of the hearing, and a list of the witnesses (if any) expected to give testimony or evidence at the hearing in support of the President/CEO and the MEC. A hearing requested by a Practitioner who is under suspension then in effect shall be held as soon as may be reasonable, but no later than fourteen (14) days from appointment of the Hearing Committee.

2.2 Statement of Issues and Events

The special notice of hearing required by Section 2.1 shall contain a concise statement of the Practitioner's alleged acts or omissions, a list of the specific or representative patient records in question, and/or other reasons or subject matter forming the basis for the adverse action that is the subject of the hearing.

2.3 Service on Hearing Committee

A Medical Staff Board member shall be disqualified from serving on a Hearing Committee if he has participated in initiating or investigating the underlying matter at issue.

ARTICLE III: Hearing Procedure

Article III sets for the general manner in which a hearing is to be conducted. It requires the Practitioner to be personally present at the hearing, specifies the rights of the parties during the hearing, and covers certain technical matters such as the kind of information that may be presented and how it is to be presented. A distinction is drawn between the level of persuasiveness the evidence must reach when the adverse action is a denial of a request and when it is a diminution in previous status. In addition, the accusing body must initially offer evidence in support of its action. In the latter situation, whereas the Practitioner bears the full burden in the former, other provisions set the standard for the accuracy and completeness of the hearing.

3.1 Personal Presence

The personal presence of the Practitioner who requested the hearing shall be required. Failure of the aggrieved Practitioner to appear at the hearing, without good cause, shall constitute a waiver of his right to such hearing and any appellate review, and shall constitute acceptance of the adverse action by the Board, which adverse action shall become effective immediately as a final decision of the Board.

3.2 Presiding Officer

The hearing officer, if one is appointed pursuant to Section 6.1, of the Hearing Committee shall be the Presiding Officer. The Presiding Officer shall act to maintain decorum and to assure that all participants in the hearing have a reasonable opportunity to present relevant oral and documentary evidence. He shall be entitled to determine the order of procedure during the hearing and shall make all rulings on matters of law, procedure and the admissibility of evidence.

3.3 Representation

The Practitioner who requested the hearing and is present at the hearing shall be entitled to be accompanied and represented at the hearing by an attorney or other person of his choice. The Board and MEC may also be represented by an attorney or other person of their choice.

3.4 Conduct of Hearing

In conducting the hearing, the Hearing Committee:

- a. Shall determine the time and location of the hearing and any continuation thereof;
- b. Shall determine whether the hearing shall be open or closed to witnesses/spectators;
- c. May require witnesses to be sworn and to testify under oath;
- d. Shall admit and give effect only to such evidence as reasonable persons are accustomed to rely on in the conduct of serious affairs, but shall not be required to observe the rules of evidence followed by the courts of the state of NH;
- e. May take notice of any fact that may be judicially noticed by the courts of the state of NH and/or any general, technical or scientific fact within the specialized knowledge of the Hearing Committee;
- f. Shall allow the aggrieved Practitioner, the President/CEO, Medical Director and representatives of the MEC to call and examine witnesses, to cross-examine any witnesses who shall testify, to offer documentary evidence, and to submit rebuttal evidence;
- g. Shall require the aggrieved Practitioner to be called and examined as if under cross-examination, if requested by the President/CEO, Medical Director or any Staff member acting as a party adverse to the Practitioner, even if the aggrieved Practitioner does not testify in his own behalf;
- h. Shall permit the aggrieved Practitioner to submit a written statement on his behalf at the close of the hearing;
- i. Shall, subject to the provisions of Section 3.4 (j) below, keep a record of the hearing, using such methods as the Hearing Committee may determine, including a court reporter, electronic recording unit, detailed transcription or minutes of proceedings, that is of sufficient accuracy to permit and inform a valid judgment to be made by any group that may later be called upon to review the record and render a recommendation or decision in the matter;
- j. Shall have a transcript of the hearing made by a recorder and to take the oath of witness, if requested by the Practitioner, the President/CEO, Medical Director or the MEC, and make such transcript, or a copy thereof, available to the aggrieved Practitioner, the President/CEO, Medical Director and the MEC, upon request; and
- k. Shall decide all other procedural matters not specified herein.

3.5 Burden of Proof

3.5-1 Burden on Practitioner

When a hearing is requested because of an adverse action relating to denial of requested advancement in Staff category or denial of requested clinical privileges, the aggrieved Practitioner shall have the burden of proving, by convincing that the adverse action lacks

any substantial factual basis or that the conclusions drawn therefrom are either arbitrary, unreasonable or capricious.

3.5-2 Burden on Board

When a hearing is requested because of any other adverse action, the Board, acting through the President/CEO, Medical Director or other representative, shall have the initial obligation to present evidence in support thereof, but the aggrieved Practitioner shall thereafter be responsible for supporting his challenge to the adverse action by a preponderance of the evidence that the grounds thereof or lack any substantial factual basis or that the conclusions drawn therefrom are either arbitrary, unreasonable or capricious.

3.6 Postponements

Request for postponement of a hearing shall be granted by the Hearing Committee only upon a showing of good cause and only if the request therefor is made as soon as reasonably practical.

3.7 Presence of Hearing Committee Members and Vote

A majority of the Hearing Committee must be present throughout the hearing and deliberations. If a Committee member is absent from any part of the proceedings, he shall not be permitted to participate in the deliberations or the decision.

3.8 Recesses and Adjournment

The Hearing Committee may recess the hearing and reconvene the same without additional notice for the convenience of the participants or for the purpose of obtaining new or additional evidence or consultation. Upon conclusion of the presentation of oral and written evidence, the hearing shall be closed. The Hearing Committee shall thereupon, at a time convenient to itself, conduct its deliberations outside the presence of the parties. Upon conclusion of its deliberations, the hearing shall be declared finally adjourned.

ARTICLE IV: Hearing Committee Report and Board Action

This article sets forth the procedure for the Board to take final action on the matter, including special notice to the Practitioner of the end result.

4.1 Hearing Committee Report

Within thirty (30) days after the close of the hearing, the Hearing Committee shall prepare and submit to the aggrieved Practitioner, the President/CEO, Medical Director and the Board a written report containing a recommendation that the original adverse action be approved, modified, disapproved or that other appropriate actions shall be taken and a statement of the basis for such recommendation. The report shall include the hearing record and copies of all other documentation considered by the Committee.

4.2 Board Action on Hearing Committee Report

Within thirty (30) days after receipt of the report and recommendations of the Hearing Committee, the Board shall consider the same and affirm, modify or reverse action on the matter. It shall transmit the result and statement of the basis of the result, together with the hearing record, the report of the Hearing Committee, and all other documentation considered, to the President/CEO and Medical Director. The President/CEO and Medical

Director shall promptly send a copy of the result and statement of the basis for the result to the aggrieved Practitioner and the MEC by special notice.

ARTICLE V: Initiation and Prerequisites of Appellate Review

5.1 Request for Appellate Review

Within fourteen (14) days of receipt of the special notice provided for in Section 4.2, the aggrieved Practitioner or the MEC may request in writing an appellate review. Such request shall be delivered to the President/CEO or Medical Director, either in person or by certified or registered mail, and may include a copy of the report and record of the Hearing Committee and all other material that was considered in making the adverse decision. In conjunction with the request, the Practitioner or MEC may submit a written statement on his or its behalf. In the case of a request for appellate review by either the aggrieved Practitioner or the MEC, the other may also file a statement relating to the action of the Board.

5.2 Waiver by Failure to Request Appellate Review

Failure to request such review within a fourteen (14) day period shall constitute a waiver of any right to review and the action of the Board shall become effective as a final decision.

5.3 Appellate Review Body

Upon receipt of a timely request for appellate review, the President/CEO shall deliver such request to the Board. The Board shall determine whether the appellate review shall be conducted by the Board as a whole or by an Appellate Review Committee consisting of three (3) members of the Board appointed by the Chairman of the Board (either group for purposes of this Plan hereinafter referred to as "Appellate Review Body"). If a Committee is appointed, one (1) of its members shall be designated as Chairman.

5.4 Notice of Time for Appellate Review

The Appellate Review Body shall notify the Practitioner and the MEC of the date on which it will commence review.

5.5 Powers of Appellate Review Body

The Appellate Review Body shall have all the powers granted to the Hearing Committee, and such additional powers as reasonably appropriate to the discharge of its responsibility.

5.6 Presence of Members and Vote

A majority of the Appellate Review Body must be present throughout the review and deliberations. If a member of the Appellate Review Body is absent from any part of the proceedings, he shall not be permitted to participate in the deliberations or the decision.

5.7 Recesses and Adjournment

The Appellate Review Body may recess the review proceedings and reconvene the same without additional notice for the convenience of the participants or for the purpose of obtaining new or additional evidence or consultation. Upon conclusion of oral statement if allowed, the appellate review shall be declare finally adjourned.

5.8 Action Taken

The Appellate Review Body shall complete its review within thirty (30) days of the appellate review. The Board shall render its final decision in the matter in writing and shall send notice thereof and a statement of the basis for such decision to the aggrieved Practitioner and to the MEC by special notice. The Board's action on the matter following receipt of the Appellate Review Body's recommendation shall be immediately effective and final.

ARTICLE VI: General Provisions

General subjects covered in Article VI include qualifications and appointment of a hearing officer, representation by attorneys, and the number of hearings and reviews to which a Practitioner is entitled. If the Practitioner wishes to be represented by an attorney at a hearing or an appellate review appearance, he must preserve that option by so stating in his initial hearing request. Then, at the appropriate times, the Hearing Committee and Appellate Review Body are to rule on the request. A negative ruling does not deprive the Practitioner of use of legal counsel in preparing for a hearing or review. Article III also makes the release and immunity provisions of the Medical Staff Bylaws applicable to hearings and appellate review.

6.1 Hearing Officer Appointment and Duties

The use of a hearing officer to preside at a hearing conducted pursuant to the provisions of Article III is optional. The use and appointment of such officer shall be determined by the Board. A hearing officer may or may not be an attorney at law, but must be experienced in conducting hearings. He shall act as the Presiding Officer of the hearing.

6.2 Attorneys

If the affected Practitioner desires to be represented by an attorney at any hearing or at any appellate review appearance, his initial request for the hearing must state his wish to be so represented at either or both such proceedings in the event they are held. The Hearing Committee and the Appellate Review Body shall determine, for the respective proceedings at which they shall preside, whether to permit such representation. If and only if, the Hearing Committee or Appellate Review Body allows the Practitioner to be so represented, shall the MEC or the Board be allowed representation by an attorney. The foregoing shall not be deemed to deprive the Practitioner, the MEC or the Board of the right to counsel in connection with preparation for a hearing or appellate review.

6.3 Number of Hearings and Reviews

Notwithstanding any other provision of the Medical Staff Bylaws or of this Plan, no Practitioner shall be entitled as a right to more than one (1) evidentiary hearing and appellate review with respect to an adverse action.

6.4 Release

By requesting a hearing or appellate review under this Plan, a Practitioner agrees to be bound by the provisions of Section 6.4-2 of the Medical Staff Bylaws relating to immunity from liability in all matters relating thereto.

6.5 Waiver

If, at any time after receipt of special notice of an adverse action, a Practitioner fails to make a required request of appearance or otherwise fails to comply with this Plan or to

proceed with the matter, he shall be deemed to have consented to such adverse action and to have voluntarily waived all rights to which he might otherwise have been entitled under the Medical Staff Bylaws then in effect or under this Fair Hearing Plan and respect to the matter involved.

Phillip J. Kubiak
President/CEO

Malcolm Beaudett, MD
Medical Director

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Medical Staff Bylaws
Appendix D
Monitoring of Performance

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Table of Content

1.1	Purpose.....	3
2.1	Definitions	3
3.1	Authority and Responsibility.....	3
4.1	Focused Professional Practice Evaluation (FPPE).....	3
5.1	Ongoing Professional Practice Evaluation (OPPE)	5

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1.1 Purpose

- 1.1-1 To define the processes of Medical Staff patient care quality monitoring and evaluation as part of the Hospital PI and Patient Safety Program.

2.1 Definitions

- 2.1-1 Per The Joint Commission Standard MS. 8.01.01: "The Organized Medical Staff defines the circumstances requiring monitoring and evaluation of a Practitioner's professional performance".
- 2.1-2 The Medical Staff PI function is described in Section 12.3 of the Medical Staff Bylaws.
- 2.1-3 **Focused Professional Practice Evaluation (FPPE):** The process whereby the organization evaluates the privilege-specific competence of the Practitioner when:
 - a. A Practitioner does not have existing documented evidence of competently performing the requested privilege at the organization (e.g. all newly appointed Practitioners and all existing Practitioners who have been granted new privileges); or
 - b. A question arises regarding a currently privileged Practitioner's ability to provide safe, high quality patient care.
- 2.1-4 **Ongoing Professional Practice Evaluation (OPPE):** A periodic performance review completed at least annually of all current Staff utilizing established performance indicators, and that allows the organization to identify individual professional practice trends that impact quality of care and patient safety.
 - a. Per The Joint Commission Standard MS. 8.01.03: "Ongoing Professional Practice Evaluation information is factored into the decision to maintain existing privilege(s), to revise existing privilege(s), or to revoke an existing privilege prior to or at the time of renewal".

3.1 Authority and Responsibility

- 3.1-1 The Hospital Medical Staff and Board have the authority and responsibility to monitor and evaluate the quality of patient care through organizational and Medical Staff quality improvement activities. The Medical Staff has a leadership role in organizational improvement activities designed to ensure that the findings of the assessment process are relevant to an individual's performance. The Medical Staff is responsible for determining the use of information in the Focused and Ongoing Professional Practice Evaluation process of a Practitioner granted clinical privileges. The Medical Staff PI function, as described in the Medical Staff Bylaws, will monitor the overall quality process.

4.1 Focused Professional Practice Evaluation (FPPE)

- 4.1-1 For Section 2.1-3 (a), the following procedure should be followed:
 - a. The FPPE will be Practitioner specific and should include the general elements described for the appropriate department.
 - b. One or more of the following elements may be utilized:
 - (1) Outcomes from peer review;

- (2) Interpersonal and communication skills;
 - (3) Professionalism; and
 - (4) Quality of documentation.
- c. Sources of data for the evaluation may include, but are not limited to:
- (1) Personal interaction with Practitioner;
 - (2) Discussion(s) with other individuals interacting with Practitioner;
 - (3) Chart review;
 - (4) Monitoring clinical practice patterns;
 - (5) Proctoring; and/or
 - (6) External review.
- d. Observation time period will be for the first six (6) months. If less than six (6) admissions have occurred during the six (6) months, the observation period may be extended.
- e. The results of any negative evaluations will be immediately conveyed to the Practitioner.
- 4.1-2 For Section 2.1-3 (b), the following procedure should be followed:
- a. The FPPE may be initiated, upon recommendation of the MEC and/or Medical Director, in the following circumstances:
- (1) By important single events;
 - (2) By absolute levels, trends or patterns that significantly and undesirably vary from established patterns of clinical practice, recognized standards or from that of other peers;
 - (3) Significant Staff, patient or family/guardian complaint;
 - (4) When the results of an organizational improvement activity or Medical Staff monitoring function identify a significant deviation from accepted standards of practice;
 - (5) Adverse or negative performance trend over twelve (12) consecutive months of an OPPE; or
 - (6) Repeated failure to follow Medical Staff Bylaws or Hospital policies and procedures (e.g. failure to meet medical records completion and timeliness standards, refusing to allow read-back, failure to respond to pages).
- b. The Medical Staff PI function (or one of its sub-committees) may consider the following a "trigger" to begin the process of considering conducting a FPPE (these events may not necessarily result in a FPPE):
- (1) Incident report on a Practitioner;
 - (2) Incident report from Staff, patient or family/guardian;
 - (3) Outlier report at Medical Staff meetings or one of its sub-committees;
 - (4) Notice from regulatory agency; or
 - (5) Triggering of an intensified review as per the Medical Staff Peer Review Policy appended hereto.
- c. The FPPE will be initiated if the MEC and/or Medical Director feels that the circumstances suggest the possibility of a threat to patient safety or well-being. The need for the FPPE will be conveyed to the Practitioner by the Medical Director or his designee.
- d. When a FPPE has been initiated under Section 2.1-3 (b), a method for establishing and monitoring the FPPE Plan will be developed.

- (1) The FPPE Plan will be developed by up to a three (3) person sub-committee of the Organized Medical Staff.
- (2) The elements of the Plan will vary according to circumstances, but may be both retrospective and prospective. There may be a review of an appropriate sampling of admissions or consultations, which may include the preceding six (6) months. Additionally, there may be a concurrent review of an appropriate sampling of admissions or consultations performed by the Practitioner effective at the start of the FPPE.
- (3) Reviews will be conducted in-house, unless it is determined that an outside evaluation is required.
- (4) At the completion of the review, a determination will be made concerning continuation of privileges or request for corrective action. The recommendation will be made to the MEC. If a serious threat to patient welfare is discovered, the corrective action process should immediately be initiated and shall not exceed sixty (60) days.
- (5) The decision to assign a period of performance monitoring is based on the Practitioner's current clinical competence, practice behavior, and ability to perform the requested privilege. Other existing privileges in good standing should not be affected by this decision.

5.1 Ongoing Professional Practice Evaluation (OPPE)

5.1-1 For Section 2.1-4, the following procedure should be followed:

- a. A clearly defined process that facilitates the evaluation of each Practitioner's professional practice should be initiated. If there is uncertainty regarding the Practitioner's performance, the Organized Medical Staff should follow the course of action defined in the Medical Staff Bylaws or the FPPE for further evaluation of the Practitioner.
- b. Sources of data for the evaluation may include, but are not limited to:
 - (1) Personal interaction with Practitioner;
 - (2) Discussion(s) with other individuals interacting with Practitioner; and/or
 - (3) Chart review.
- c. The type of data to be collected may include, but is not limited to:
 - (1) Personal interaction with Practitioner;
 - (2) Accurate, timely and legible completion of medical records;
 - (3) Medical assessment and treatment of patients;
 - (4) Use of medications;
 - (5) Participation in education of patients and families/guardians;
 - (6) Coordination of care, treatment and services with other Practitioners and Hospital personnel;
 - (7) Use of Consultants;
 - (8) Appropriateness of clinical practice patterns;
 - (9) Significant departures from established patterns of clinical practice;
 - (10) Staff, patient and family/guardian complaints;
 - (11) Adverse privilege decisions;
 - (12) Utilization review, appropriate length of stay, denials and avoidable days;
 - (13) Sentinel Event data;
 - (14) ORYX HBIPS measure compliance; and/or
 - (15) Other relevant criteria as determined by the Medical Staff.
- d. Once the indicators are established and the methodology is developed for collection of the data, then the task of analysis must occur. Conversion of all raw numbers to rate-

based performance should be completed for data analysis, when applicable. Once the rate-based data, when available, is collected on an individual basis, it must be compared to peer or department performance.

- e. The timeframe of data collection and the method of collecting data must be defined as either a retrospective or concurrent review.
- f. If there is no activity during the review period(s), references for hospital(s) where the Practitioner has activity will be used at the time of re-appointment.

Phillip J. Kubiak
President/CEO

Malcolm Beaudett, MD
Medical Director

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Medical Staff Bylaws
Appendix E
Peer-Review

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Table of Content

1.1	Impaired Practitioner	3
2.1	Peer Review	3
3.1	Policy	3
4.1	Procedure	4

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1.1 Impaired Practitioner

- 1.1-1 The Medical Staff and Hospital leaders have an obligation to protect patients, its members and other persons present in the Hospital from harm. Therefore, the Organized Medical Staff designed a process that provides education about Practitioner health, addresses prevention of physical, psychiatric or emotional illness, and facilitates confidential diagnosis, treatment and rehabilitation of Practitioners who suffer from a potentially impairing condition. For additional information, see Article XV in the Medical Staff Bylaws.
- 1.1-2 An impaired Practitioner is defined as one who is unable to practice with reasonable skill and safety to patients because of a physical or emotional illness, including deterioration through the aging process, loss of motor skills, or excessive use or abuse of drugs or chemicals, including alcohol.
- 1.1-3 If a Staff member and/or individual working in the Hospital has a reasonable suspicion that a Practitioner is impaired, an oral or written report (preferably written) is to be given to the Hospital President/CEO or Medical Director. The report should include a description of the incident(s) which led to the belief that the Practitioner may be impaired. The individual must state the facts leading to the suspicions.
- 1.1-4 The President/CEO and/or Medical Director shall proceed with an investigation following the steps as outlined in Article XV of the Medical Staff Bylaws.

2.1 Peer Review

- 2.1-1 A peer review is defined as a focused review of a Practitioner's performance, implemented when a serious event that involves the loss of patient life, limb or function occurs.
- 2.1-2 A focused review may also take place:
 - a. For a near miss;
 - b. As a result of poor performance demonstrated in Chart Audits; or
 - c. For any special circumstances which may be brought to the attention of the Medical Director.
- 2.1-3 The focused review process involves monitoring and analyzing any information pertaining to the investigation.
- 2.1-4 Any case the Medical Director feels warrants review (because the outcome was pertinent to patient care) is also referred for review.

3.1 Policy

- 3.1-1 Initial review by a Practitioner on the Medical Staff shall occur within two (2) weeks of the report of the event and will be reviewed at the next MEC meeting.
- 3.1-2 A special meeting may be called if warranted by the President/CEO and/or Medical Director (as in the case of a reported impaired Practitioner).
- 3.1-3 The Practitioner reviewing the medical record shall complete a Focused Professional Practice Evaluation. This evaluation includes information regarding identifying the event being reviewed, actions taken, evaluation of the clinical care, documentation in the medical record and recommendations. The review shall be part of the peer review minutes.

3.1-4 The Peer Review Committee (Panel) will review each case individually and decide as a group as to whether a case warrants additional review or recommendations.

3.1-5 Notification of bad outcomes is the responsibility of all Staff members. Notification should be to the President/CEO and/or Medical Director. The Medical Staff is responsible for documenting in the medical record and informing the patient and/or family/guardian of any significant departures from established patterns of clinical practice.

4.1 Procedure

4.1-1 External Review

- a. If the situation of an unusual or extraordinary circumstance where outside peer review is warranted, the Medical Staff/MEC shall make recommendations as to who to contact.
- b. The Medical Director or a member of the Medical Staff/MEC shall contact the NH Psychiatric Society for their input, if necessary.

4.1-2 Participation of Reviewee

- a. The Practitioner being reviewed shall be present and participate in the final analysis of the case.

4.1-3 Procedure

- a. The Medical Director will review the case and refer to a peer review, if applicable.
- b. The Medical Director will recommend a Panel.
- c. The Panel will review the chart(s) using the Focused Professional Practice Evaluation tool.
- d. The Panel will submit the evaluation results to the Medical Director or designee.
- e. The Medical Staff/MEC will review the results of the evaluation with the individual whose performance is being reviewed, including relevant literature referencing psychiatric guidelines.
- f. The Medical Director and Medical Staff Coordinator will incorporate the results into the Practitioner's re-appointment process.
- g. If applicable, the results will be communicated to the PI Committee regarding organization-wide improvements.

4.1-4 Consistency

- a. It is the Committee's responsibility to apply the peer review standards equitably.

4.1-5 Reporting

- a. Reporting of peer review findings shall be fact-based and timely.

4.1-6 Conclusions

- a. Actions and recommendations shall be clearly identified. References shall be made as appropriate to literature and clinical practice guidelines.

4.1-7 Monitoring

- a. If any ongoing monitoring is a conclusion and/or recommendation, it shall be reported as part of the Medical Staff's performance improvement function.

Phillip J. Kubiak
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Medical Staff Bylaws
Appendix B
Rules and Regulations

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Table of Contents

1.1	Admitting and Attending Practitioner Responsibilities	3
2.1	Admission: Medical Clearance and Emergency Services	4
3.1	Medical Records	5
4.1	Discharge.....	13
5.1	Medical Staff On-Call Coverage	14

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Each member of the Medical Staff will be part of the Organized Health Care Arrangement (OHCA) with the Hospital, which is defined as a clinically integrated care setting in which patients typically receive health care from more than one (1) health care provider. This arrangement will allow the Practitioner and the Hospital to share information for the benefit of patient care and the Practitioner's practice operations.

1.1 Admitting and Attending Practitioner Responsibilities

- 1.1-1 Only Practitioners granted Active, Associate (Provisional), or Courtesy Medical Staff membership and clinical privileges may admit patients to this Hospital, except as provided in the Medical Staff Bylaws, Rules and Regulations. Only Practitioners granted clinical privileges may treat patients at this Hospital. All Practitioners with authority to admit patients shall be governed by the Medical Staff Bylaws, Rules and Regulations.
- 1.1-2 All patients are admitted without regard to race, creed, color, disability, sex, sexual preference or national origin. Admission is contingent on adequate facilities and personnel being available to care for the patient.
- 1.1-3 The Hospital shall accept patients for care and treatment, except as follows:
- a. Patients whose primary need is for custodial care; or
 - b. Patients whose physical condition limits this Hospital's ability to properly care for them.
- 1.1-4 A Physician member of the Medical Staff serving as the Hospital Medical Internist, shall be responsible for the medical care and treatment of each patient in the Hospital, for the prompt completeness and accuracy of the medical record, for necessary special instructions and transmitting reports of the condition of the patient, if appropriate, to the referring Practitioner.
- 1.1-5 It shall be the obligation of each Practitioner with clinical privileges at the Hospital to respond in a timely fashion to requests for information, explanation or clarification made by a Hospital Committee or of Hampstead Hospital when such a request is pursuant to such Committee's undertaking a credentials review of such Practitioner or fulfilling a patient care evaluation, utilization review, peer review or performance improvement function that involves review of services provided by, or the records of patients attended by, said Practitioner. Upon failure of a Practitioner response to any such Committee request, the Chairman of such Committee shall notify the President/CEO and Medical Director, who, upon receipt of such notice, shall notify said Practitioner in writing that his clinical privileges shall be suspended effective ten (10) days from the date of the President/CEO's and Medical Director's notice and shall remain suspended until such Practitioner either responds appropriately to the Committee's request or provides to the President/CEO and Medical Director a reason that, in their opinion, justifies such Practitioner's noncompliance. The President/CEO and Medical Director shall notify the Admissions Department of this action. Reinstatement of the Practitioner's privileges shall be automatic upon his compliance with the Committee's request or upon notification to the Practitioner and to the Committee by the President/CEO and Medical Director that they are satisfied that there is a justifiable excuse for the Practitioner's noncompliance with the Committee request. The President/CEO or Medical Director shall notify the Admissions Department when such Practitioner's privileges are reinstated. Three (3) suspensions on an individual Practitioner's clinical privileges pursuant to this paragraph within any twelve (12) month period shall be sufficient cause for disciplinary action by the MEC.

- 1.1-6 Except in the case of emergency admissions, no patient shall be admitted to the Hospital until a provisional diagnosis or valid reason for admission has been stated. In the case of an emergency, such statements shall be recorded as soon as possible.
- 1.1-7 In any emergency case in which it appears the patient will have to be admitted to the Hospital, the Practitioner shall, when possible, first contact the Admissions Department or, if closed, the Nursing Supervisor or designated individual to ascertain if there is a bed available.
- 1.1-8 All admissions to the Hospital will be based on criteria developed in conjunction with the Medical Staff and other contracting parties. Practitioners will complete documentation at the time of admission justifying that inpatient or other appropriate level of care is necessary.
- 1.1-9 Assignments of patients to various units will be based on criteria as defined by the Admissions Department, as well as clinical realities present on each unit. Admissions to specially designated units will use the criteria developed for use by those units. Exceptions shall be approved by the unit or Medical Director. Patient assignments are coordinated by the Program Director, Nurse Manager or designee and the Admissions Department.
- 1.1-10 In the case of a patient requiring admission who has no Practitioner on Staff, he shall be assigned to a Practitioner by the Admissions Department.
- 1.1-11 Patient transfers will be a team decision. Transfers to meet patient accommodations will be made by the Program Director, Nurse Manager or designee. When patients are transferred from one unit to another, a Practitioner's order is required.
- 1.1-12 Practitioners shall abide by the Hospital's Utilization Review Plan and PI and Patient Safety Program.
- 1.1-13 The Attending Practitioner is required to document the need for continued hospitalization after a specific period of stay is identified. This documentation should contain adequate written record of the reason for continued hospitalization. A simple reconfirmation of the patient's diagnosis is not sufficient.
- 1.1-14 Practitioners may assign on a temporary basis (e.g. cross-coverage arrangements) the care and treatment of their patients to another member of the Medical Staff provided that Practitioner has been granted the same delineation of privileges, at equal or higher category levels, of those of the Attending Practitioner. Should this occur, Practitioners shall give a list of their patients and their issues to the covering Practitioner to ensure appropriate handoff communication. The covering Practitioner has the opportunity to ask any questions of the Attending Practitioner.

2.1 Admission: Medical Clearance and Emergency Services

- 2.1-1 Whenever a question arises as to whether to admit a patient or if there is a question as to a patient's physical status, the Medical Internist is to be contacted. In the event the Medical Internist cannot be reached, the Medical Director shall be contacted. If deemed an emergency, an ambulance shall be contacted.
- 2.1-2 An appropriate medical record shall be kept for every patient receiving emergency services and be incorporated into the patient's medical record. The record shall include:
- a. Adequate patient identification;

- b. Information concerning the date, time and method of arrival;
 - c. Pertinent history of the illness;
 - d. Description of significant clinical findings;
 - e. Diagnosis, including condition of the patient;
 - f. Treatment given and plans for management;
 - g. Condition of the patient on discharge; and
 - h. Final disposition, including instructions given to the patient and/or family/guardian.
- 2.1-3 Patients with conditions whose definitive care is beyond the capabilities of this Hospital shall be referred to the appropriate facility when, in the judgment of the Practitioner, the patient's condition permits such a transfer. The Hospital's policies and procedures for patient transfers to other facilities shall be followed.
- 2.1-4 Hampstead Hospital offers Level 4 Emergency Services. The function of Emergency Services at Hampstead Hospital is to provide triage and referral. We do so under the direction of a Registered Nurse. The CNO and/or Nursing Supervisor is the defacto triage person. It is his job to assess whether or not an emergency exists and to then direct Staff actions accordingly. Documentation and trending of emergencies will be accomplished through the incident reporting system. The incident report will be coded so as to provide specific feedback and trending information with respect to various patient populations, visitors and Staff members involved in emergency situations.
- 3.1 Medical Records**
- 3.1-1 Contents
- a. The Attending Practitioner shall be responsible for the preparation of a complete and legible medical record for each of his patients.
 - b. The contents of the medical record shall be pertinent and current for each patient. This record shall include, but is not limited to:
 - (1) Demographic data;
 - (2) Description and history of present complaint or illness (Psychiatric History);
 - (3) Physical Examination;
 - (4) Diagnosis and therapeutic orders;
 - (5) Evidence of informed consent;
 - (6) Treatment Plans and treatment provided;
 - (7) Progress Notes and other clinical observations, including results of medication management and/or therapy;
 - (8) Education of patient and family/guardian or significant others regarding nature of illness and medications;
 - (9) Special reports when applicable (e.g. clinical laboratory, radiology, consultation and other diagnostic or therapeutic procedures);
 - (10) Final diagnosis without the use of symbols or abbreviations;

- (11) Condition on discharge, including instructions to the patient or family/guardian; and
- (12) Discharge Summary.

- c. A medical record shall not be permanently filed until it is completed by the responsible Practitioner or is ordered filed by the Patient Care Review Committee.
- d. All clinical entries in the medical record shall be accurately signed, dated and timed.

3.1-2 Symbols and Abbreviations

- a. The symbols and abbreviations with explanatory legend are approved and reviewed by the MEC annually and an official record of approved abbreviations is kept on file in the Administrative Policies and Procedures Manual.
- b. There is an "Abbreviations: Do Not Use List" distributed to each Practitioner, as well as posted in all medical records.

3.1-3 Psychiatric History

- a. A complete Psychiatric History shall be written or dictated within twenty-four (24) hours after admission. If a patient is readmitted within thirty (30) days and a complete Psychiatric History has been previously recorded, a legible copy of this report may be used in lieu of a new Psychiatric History, provided there is an interval note attached that includes all additions to the history.
- b. The Psychiatric History shall be signed, dated and timed by the Practitioner within sixty (60) hours after admission.
- c. A comprehensive Psychiatric History shall contain:
 - (1) Identifying data;
 - (2) Chief complaint;
 - (3) Reason for hospitalization;
 - (4) History of present illness;
 - (5) Legal and substance abuse history;
 - (6) Psychiatric history;
 - (7) Family, social and developmental history;
 - (8) Medical history;
 - (9) Mental status exam, including general intellectual functioning, orientation, memory calculations, abstractions, general fund of knowledge, judgment and other observations;
 - Estimate intellectual functioning shall include mood, affect, presence or absence of speech, orientation, and current and remote memory in measurable, behavioral terms that are objective rather than subjective and can be replicated by an independent reviewer.
 - (10) Assets and liabilities;
 - (11) Admitting diagnosis (es);
 - (12) Biopsychosocial formulation;
 - (13) Initial treatment plan;
 - For children and adolescents, the patient's developmental age, consideration of educational needs and daily activities as

appropriate, immunization status, family/guardian's expectations for an involvement in assessment, and continuing care of the patient shall be evaluated.

- (14) Estimated length of stay; and
- (15) Discharge criteria and goals.

3.1-4 Physical Examination

- a. A complete Physical Examination shall be documented within twenty-four (24) hours after admission. If a patient is readmitted within thirty (30) days and a complete Physical Examination has been previously recorded, a legible copy of this report may be used in lieu of a new Physical Examination, provided there is an interval note attached that includes all additions to the physical findings.
 - (1) Child and adolescents, up to age eighteen (18), shall have another Physical Examination if their length of stay is one (1) year or greater.
- b. The Physical Examination shall be signed, dated and timed by the Practitioner. If the Physical Examination is completed by a Physician Assistant, the Physical Examination shall be countersigned, but countersignature is not required prior to execution. Countersignature shall be by the Medical Internist.
- c. A comprehensive Physical Examination shall contain:
 - (1) Allergies;
 - (2) Medications;
 - (3) Past medical history;
 - (4) Pain;
 - (5) Review of systems;
 - (6) Physical exam, including, but not limited to, vital signs, head, lungs, abdomen, coordination, and cranial nerves; and
 - (7) Clinical formulation.

3.1-5 Orders

- a. Orders shall be written by Practitioners within the scope of the Practitioner's license, certificate or other legal credential.
 - (1) A Physician Assistant may write orders for inpatients as delegated by the supervising Physician. Such orders shall be countersigned, but countersignature is not required prior to execution. Countersignature shall be by the Medical Internist.
- b. All orders shall be signed, dated and timed by the Practitioner within twenty-four (24) hours.
- c. All orders for treatment shall be in writing. Verbal orders will not be accepted. Telephone orders may be accepted and documented by the aforementioned, as well. All Telephone Order Read Back (TORB), verbal and evening orders shall be authenticated within twenty-four (24) hours.
- d. Orders must be written clearly, legibly and completely. Orders which are illegible or improperly written will not be carried out until rewritten or understood by the Nurse.

- e. Unsecured text messaging of orders is prohibited.
- f. Standing orders shall be approved and/or revised by the MEC, Pharmacy and Therapeutics Committee, and the Patient Care Review Committee. When specific orders are not written by the Attending and/or Consulting Practitioner, these standing orders shall constitute the orders for treatment. Standing orders will be reviewed and approved by the Pharmacy and Therapeutics Committee on a regular basis.
- g. When, in the opinion of Pharmacy and Nursing personnel, a dosage represents an unusual dose to the patient, the ordering Practitioner shall be notified for clarification and may be asked to administer the first dose of this medication.
- h. Seclusion and restraint are used only as a last resort when other less restrictive alternatives have proven unsuccessful. Seclusion and restraint procedures must be employed consistent with Hospital policies and procedures to protect the patient's rights and promote treatment goals.
- i. See Section 4.1-1 for policies and procedures regarding discharge orders.

3.1-6 Pharmacy and Therapeutics

- a. All drugs and medications administered to patients shall be those listed in the latest edition of the United States Pharmacopoeia National Formulary, American Hospital Formulary Service, or A.M.A. Drug Evaluations. Drugs for bona fide clinical investigations may be exceptions. These shall be used in full accordance with the Statement of Principles Involved in the Use of Investigational Drugs in Hospitals and all regulations of the Food and Drug Administration (FDA). The Pharmacy may use any generic substitute where the substitution is exact, unless the Practitioner specifies no substitution and documents the reason.
- b. Where a Practitioner prescribes a medication which is in excess of the customary and/or recommended dosage, such prescriptions shall be confirmed by Pharmacy and Nursing personnel.
- c. The following drugs must be re-ordered by the Practitioner according to the following schedule:
 - (1) All narcotic medication shall be assessed for renewal every seventy-two (72) hours;
 - (2) If the Practitioner desires to continue the medication, he may re-order them at the end of the period; and
 - (3) Hypnotics will be written with a seven (7) day stop order.
- d. All medications brought to the Hospital must be sent to the Pharmacy for proper identification. Disposal and care of these medications is to be found in the Pharmacy and Therapeutics Policies and Procedures Manual.

3.1-7 Treatment Plan

- a. Each patient must have an individualized comprehensive Treatment Plan that must be based on an inventory of the patient's strengths, disabilities, and long and short term goals.
- b. The Treatment Plan must include:
 - (1) A substantiated diagnosis;
 - (2) The interventions of each member of the Treatment Team;
 - (3) Specific treatment modalities used; and
 - (4) Adequate documentation to justify the diagnosis, treatment and rehabilitation activities carried out.
- c. The treatment received by the patient must be documented in such a way to assure that all active therapeutic efforts are included.
- d. The Treatment Plan shall be signed, dated and timed by the Treatment Team, including the Practitioner.

3.1-8 Progress Notes

- a. Pertinent Progress Notes shall be recorded at the time of observation sufficient to permit continuity of care and transferability.
 - (1) Progress Notes shall be written daily, seven (7) times per week. Discharge Orders shall be considered one (1) Progress Note.
 - (2) Progress Notes shall be written or recorded more frequently if the patient's condition warrants (e.g. difficulty in diagnosing or management).
 - (3) For partial hospitalization, a Progress Note must be provided in the medical record by the Practitioner after each visit with a patient. Psychopharmacology services are provided to patients on an as-needed basis.
- b. Progress Notes shall be signed, dated and timed by the Practitioner.
- c. The following format shall be followed:
 - (1) Problem: e.g. depression, anxiety, alcohol use;
 - (2) Data: Documentation of the patient's status today (biological and/or psychological) and how it is reflected in the Treatment Plan;
 - (3) Assessment: Evaluation of the patient's status today and what was talked about in the Data portion; and
 - (4) Plan: Formulation of a specific plan related to the Data, Assessment, and Treatment Plan, including what you expect to see accomplished as a result of the Plan (e.g. family meeting, medication changes, tentative discharge plan).
- d. One (1) Progress Note per week must include a review and summary of the Treatment Plan. The summary note should include specific plans for continued treatment, justification for continued hospitalization and consideration of discharge issues.
- e. Practitioners shall note briefly, for each medication, indications for starting the medication, levels, dosage adjustment, side effects, response, and informed consent.

- f. Progress Notes shall give a pertinent chronological report of the patient's course. Progress Notes should reflect any changes in condition and results of treatment.

3.1-9 Informed Consent

- a. Practitioners shall be responsible for obtaining the patient's informed consent prior to treatment. When consent is not obtainable, the reason shall be entered in the patient's medical record. The medical record shall contain evidence of informed consent for treatments and medications including medications upon admission and/or new medications, as applicable. The Practitioner shall record in the Progress Notes that he has explained the risk and benefits of the medication to the patient and/or family/guardian and obtained their informed consent.
- b. The Medical Staff is responsible for documenting in the medical record and informing each patient and/or family/guardian of any significant departures from established patterns of clinical practice.

3.1-10 Consultations: Contracted Patient Care Services

- a. Consultations shall show evidence of a review of the patient's record by the Consultant, pertinent findings on examination of the patient, and the Consultant's opinion and recommendations. This report shall be made a part of the patient's record.
- b. Any qualified Practitioner with clinical privileges in this Hospital can be called for consultation.
- c. Patients may be transported from time to time to see an outside Consultant. These may be the patient's own Physician or for a service or specialty that is not available at Hampstead Hospital.
- d. Consultation may be obtained in-house under the following conditions:
 - (1) When a patient is at risk of discharging against medical advice and there is danger of suicide or homicide;
 - (2) When the diagnosis is obscure;
 - (3) In unusually complicated situations where specific skills of other Practitioners may be needed; or
 - (4) When requested by the patient or family/guardian, if deemed suitably appropriate.

3.1-11 Release of Information

- a. Written consent of the patient is required for release of information to persons not otherwise authorized to receive this information.
- b. Medical records may be removed from the Hospital's jurisdiction and safekeeping only in accordance with a court order, subpoena or statute. All records are the property of the Hospital and shall not otherwise be taken away without permission of the President/CEO. Unauthorized removal of records from the Hospital is grounds for suspension of the Practitioner for a period to be determined by the MEC.

- c. A patient may, upon written request, have access to all information contained in his medical record unless access is specifically restricted by the Attending Practitioner for medical or psychiatric reasons or is prohibited by law.
- d. Patient medical records may be made available to authorized Hospital personnel, Medical Staff members, or others with an official, Hospital approved interest for the following purposes:
 - (1) Automated data processing of designated information;
 - (2) Activities concerned with assessing the quality and appropriateness of patient care;
 - (3) Clinical support service review of work performance;
 - (4) Investigational purposes for risk management functions;
 - (5) Official surveys for Hospital compliance with accreditation, regulatory and licensing standards; and
 - (6) Educational and research program approved by the MEC.
- e. Free access to all medical records of all patients shall be afforded to members of the Medical Staff for bona fide study and research consistent with preserving the confidentiality of personal information concerning the individual patients. All such projects shall be approved by the MEC before records can be studied. Subject to the discretion of the President/CEO, former members of the Medical Staff shall be permitted free access to information from the medical records of their patients covering all periods during which they attended such patients in the Hospital.
- f. Use of a medical record for any of these purposes shall be such as to protect the patient, insofar as possible, from identification and confidential personal information extraneous to the purpose for which the data is sought shall not be used.
- g. In all instances where lawsuits against a member of the Medical Staff or the Hospital have been instituted, the patient's record shall be impounded in the office of the Director of Health, Information & Compliance Programs and shall be available only under due process of law or to the Practitioner of the record, Hospital Administration, or its legal or liability representative.

3.1-12 Involuntary Emergency Admission (IEA)

- a. Any patient who has voluntarily admitted themselves to Hampstead Hospital and at any juncture desires to leave, but is thought to be suicidal, homicidal, and/or profoundly unable to care for themselves, shall be evaluated by a Practitioner to assess for clear and present danger to self or others.
- b. If the patient demonstrates clear and present danger to self or others, the Practitioner shall:
 - (1) Make arrangements to call the NH Hospital and speak with the Admissions Coordinator for patients eighteen (18) years of age or older;
 - Internal procedures should be followed for patients less than eighteen (18) years of age.
 - (2) Notify the Nursing Supervisor of the situation; and
 - (3) Complete the applicable IEA documentation.

- The petitioner is the person who has knowledge of probable cause that the patient is a danger to self or others. This person can be the family/guardian, the Attending Practitioner or Staff. The petitioner does not have to witness the behavior. The witnesses need to document that patient's statements and/or behavior indicates a potential harm to self or others.
- The IEA documentation should be copied and the original should be provided to the patient.
- Nursing personnel shall complete transfer forms and the medication list.
- If applicable, Nursing personnel shall have the patient sign a release, if cooperative and able to sign, and copy all pertinent medical records.

3.1-13 Discharge Summary

- A Discharge Summary shall be written or dictated on all medical records of patients hospitalized at Hampstead Hospital within thirty (30) days after discharge.
- In all instances, the Discharge Summary shall be sufficient to justify the diagnosis and warrant the treatment and end result.
- The Discharge Summary shall be signed, dated and timed by the Practitioner within thirty (30) days after discharge.
 - For direct admissions to partial hospitalization, the Discharge Summary shall be completed by a Nurse Manager or designee and countersigned by an Active member of the Medical Staff.
- The Discharge Summary shall contain:
 - Admitting diagnosis (es);
 - Identifying data;
 - Chief complaint;
 - Reason for hospitalization;
 - History of present illness;
 - Significant findings;
 - Hospital course;
 - Condition on discharge;
 - Discharge diagnosis (es);
 - Discharge medications;
 - Instructions to patient and family;
 - Diet and activity level;
 - Disposition; and
 - Prognosis.

3.1-14 Completion of the Medical Record

- The Attending Practitioner shall complete the medical record at the time of the patient's discharge, to include Progress Notes, final diagnosis and the Discharge Summary. Where this is not possible because final laboratory or other essential reports have not been received at the time of discharge, the medical record will be available in the Health Information Department.

- b. All medical records must be complete, dictated, transcribed, signed, dated and timed within thirty (30) days after discharge. Practitioners who fail to comply with this policy will be subject to disciplinary action up to and including termination of their Medical Staff appointment.
- c. Incomplete records will be reported twice monthly on approximately the 1st and 15th day of each month. The report will be distributed listing all incomplete medical records by Practitioner, patient name, date of discharge and deficiency/delinquency category (first and second notice).
 - (1) First Notice: A first notice will be sent to the Practitioner listing any incomplete records one to fifteen (1-15) days after discharge. A copy of this notice will be sent to the President/CEO, COO and Medical Director.
 - (2) Second Notice: A second notice of deficiency will be sent to the Practitioner listing any incomplete (deficient) records sixteen to thirty (16-30) days after discharge. A copy of this notice will be sent to the President/CEO, COO and Medical Director. Second notices are required to be completed within five (5) days of notification.
- d. Any deficient medical record that was not completed within five (5) days of notification, thus making the record incomplete more than thirty (30) days after discharge, is classified as delinquent. Any medical records in transcription will not be counted. The following sanctions will be implemented, as necessary:
 - (1) Disciplinary Letter: Any Practitioner who fails to complete a record within five (5) days of receiving a second notice will be sent a disciplinary letter. A copy of this letter will be sent to the President/CEO, COO, Medical Director and the State Board of Registration in Medicine.
 - (2) Notice of Suspension: Any Practitioner who fails to complete a record within five (5) days of receiving a disciplinary letter will be suspended until all delinquent records have been completed. A copy of this letter will be sent to the President/CEO, COO, Medical Director and the State Board of Registration in Medicine.
 - (3) Termination of Medical Staff Appointment: Any Practitioner who is suspended four (4) times in a calendar year will, upon the occasion of the 4th suspension, be deemed to have voluntarily resigned from the Medical Staff.

4.1 Discharge

- 4.1-1 Patients shall be discharged only with a written or properly documented verbal order of a Practitioner. Should a patient leave the Hospital against medical advice or without proper discharge, a notation of the incident must be made in the patient's medical record and the patient shall be required to sign the appropriate discharge against medical advice form.
- 4.1-2 In the event of a death in this Hospital, the deceased shall be pronounced dead by a Practitioner within a reasonable time. The body shall not be released until an entry has been made and signed in the medical record of the deceased by a member of the Medical Staff. Policies and procedures with respect to the release of the body shall conform to local law.
- 4.1-3 Discharge of a minor patient shall be done to the custody of the parents, legal guardian, person standing in loco parentis, or other responsible party, unless otherwise directed by the parent, guardian or court of competent jurisdiction. If the parent or guardian directs

that discharge be made otherwise, he shall so state in writing and the statement must be made part of the patient's medical record.

4.1-4 The patient shall be given written instructions via an Aftercare Plan, along with a list of medications, upon discharge.

5.1 Medical Staff On-Call Coverage

5.1-1 Except as the Medical Director may otherwise provide in unusual circumstances, in order to assure availability of appropriate services within the Hospital, each member of the Hospital's Active Medical Staff shall be responsible for his proportional share of weekend and weekday coverage. On-call coverage shall include telephonic and on-site duty.

Phillip J. Kubiak
President/CEO

Malcolm Beaudett, MD
Medical Director

Redacted
Public Version

Section 4.25(b)
Medical Staff Members

Provider	Specialty	Category	Admitting Privileges	Date of Appointment	Date of Reappointment	Restrictions/ Limitations on Privileges	Corrective Actions
Beaudett, Malcolm MD (Medical Director)	Psychiatry	Active	Yes	7/23/2014	5/18/2021	None	None
Boggs, Michael MD	Psychiatry	Active	Yes	11/17/2020	11/16/2021	None	None
Bomba, Garrett MD (Internist)	Family Practice	Consulting	No	2/16/2021	N/A	None	None
Brown, Kenneth MD	Psychiatry	Active	Yes	10/31/1996	6/16/2020	None	None
Clement, Olivia APRN	Psychiatry	Active	Yes	11/17/2020	11/16/2021	None	None
Conroy, Tara PA	Family Practice	Consulting	No	7/28/2015	4/21/2020	None	None
Haas-Rueda, Vonda PA	Family Practice	Consulting	No	12/12/2000	2/18/2020	None	None
Lord, Kelly APRN	Psychiatry	Active	Yes	6/20/2017	4/21/2020	None	None
Luchanok, Uladzimir MD	Neurology	Consulting	No	11/19/2010	11/16/2021	None	None
Mangum, Joseph PA	Family Practice	Consulting	No	11/7/2014	8/17/2021	None	None
MobilexUSA	Radiology	Consulting	No	8/18/2015	8/17/2021	None	None
Moll, Laura PA	Family Practice	Consulting	No	11/13/2017	4/21/2020	None	None
Reynolds, Bradley Ed.D.	Psychology	Consulting	No	9/10/1991	4/20/2021	None	None
Rind, Jeffrey MD	Neurology	Consulting	No	4/17/1992	4/20/2021	None	None
Saidel, Michelle MD	Psychiatry	Courtesy	Yes	12/15/2018	12/17/2019	None	None
Shuart, Jennifer APRN	Psychiatry	Courtesy	Yes	10/16/2018	9/21/2021	None	None
Sullivan, Iris PA	Family Practice	Consulting	No	5/15/2016	4/20/2021	None	None
Vijayakanthan, Marina MD	Psychiatry	Active	Yes	5/17/2016	5/18/2021	None	None
Willis, Barbara MD (Locum Tenens)	Psychiatry	Associate	Yes	11/3/2021	N/A	None	None

Redacted Version
Public

Section 4.26
HIPAA/Privacy

On December 19, 2018, Seller was notified that an employee may have disclosed protected health information. Seller conducted an investigation and determined that the employee had disclosed protected health information regarding the suicide of a former patient. Seller terminated the employee as a result. Seller notified U.S. DHHS Office of Civil Rights and the former patient's legal guardian of the breach.

Redacted
Public Version

SCHEDULES (OTHER THAN THE DISCLOSURE SCHEDULES)

TO THE

ASSET PURCHASE AGREEMENT

AMONG

HAMPSTEAD OUTLOOK, INC.

AND

PHILLIP J. KUBIAK, AS TRUSTEE OF THE TRUSTS NAMED THEREIN

AND

THE STATE OF NEW HAMPSHIRE

DATED AS OF
JANUARY 18, 2022

Redacted
Public Version

Section 2.01(c)
Assigned Contracts

Redacted
Public Version

Section 2.02(b)
Receivables

None.

Redacted
Public Version

Section 2.02(i)
Excluded Assets

None.

Redacted
Public Version

Section 5.03
Buyer Consents

1. Approval of the Attorney General and Governor and Executive Council of the State of New Hampshire is required to consummate the transaction.
2. Approval of the legislature of the State of New Hampshire is required to establish employee positions for those persons who will be hired directly by the Buyer.
3. CMS Provider Number
4. Medicare CHOW
5. Medicaid enrollment in each of the following states: New Hampshire, Maine, Vermont, Massachusetts, Connecticut
6. CLIA certificate

Redacted
Public Version

Section 8.02
Seller and Owner Indemnification

1. Each of the matters set forth on Section 4.16(a) of the Disclosure Schedules.
2. The matters set forth on Section 4.18(d) of the Disclosure Schedules.
3. Failure to properly register the storage tanks set forth on Section 4.18(e) of the Disclosure Schedules.
4. The disposal of hazardous waste and medical waste by the Seller and the matters set forth on Section 4.18(f) of the Disclosure Schedules.
5. Unknown discharge locations of waste water and storm water discharge from floor drains and catch basins.
6. Amounts owed to Coyoteworks Technologies, Inc. or any other Person with regard to the ownership, use, license, setup, integration and/or deployment of the Stature software.

Redacted
Public Version

Record and Return To:
Pierce Atwood LLP
Merrill's Wharf
254 Commercial Street
Portland, Maine 04101
Attn: Rebecca Greenfield, Esq.

WARRANTY DEED

KNOW ALL BY THESE PRESENTS THAT **HAMPSTEAD OUTLOOK, INC.**, a New Hampshire corporation, f/k/a Riensdane Realty Trust, Inc., with an address of 218 East Road, Hampstead, NH 03841 ("Grantor"), for consideration paid grants to **STATE OF NEW HAMPSHIRE**, by and through its **DEPARTMENT OF HEALTH AND HUMAN SERVICES**, with an address of 129 Pleasant Street, Concord, NH 03301-3857 ("Grantee"), with **Warranty Covenants**, the following property, together with buildings and improvements situated thereon, located in the Town of Hampstead, Rockingham County, State of New Hampshire, all as more particularly described on EXHIBIT A attached hereto and made a part hereof (the "Premises").

Meaning and intending to describe and convey and hereby conveying the same premises as conveyed to Grantor by virtue of the following deeds:

[INSERT SOURCE DEED REFERENCES]

[Signature Page Follows]

IN WITNESS WHEREOF, the said Hampstead Outlook, Inc. has caused this instrument to be signed by _____, its _____, duly authorized, as of this _____ day of _____, 2022.

HAMPSTEAD OUTLOOK, INC.,
f/k/a Riensdane Realty Trust, Inc.

Witness

By: _____
Name: _____
Its: _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____, in his/her capacity as _____ of said HAMPSTEAD OUTLOOK, INC., a New Hampshire corporation on behalf of said corporation.

Justice of the Peace/Notary Public
Print Name: _____
My Commission expires: _____

[Signature Page to Warranty Deed from Hampstead Outlook, Inc.]

EXHIBIT A

[INSERT LEGAL DESCRIPTION]

The Premises are hereby conveyed SUBJECT TO the following matters:

[INSERT APPLICABLE ENCUMBRANCES]

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated as of [], 2022, is by and between Hampstead Outlook, Inc., a New Hampshire corporation ("Seller"), in favor of The State of New Hampshire, acting through certain of its agencies or departments ("Buyer").

WITNESSETH:

WHEREAS, Buyer and Seller have entered into that certain Asset Purchase Agreement, dated as of January 18, 2022, by and among Buyer, Seller, and certain other parties thereto (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement (and in each case upon the terms and subject to the conditions set forth therein), (i) Seller has agreed to sell, convey, transfer, assign and deliver to the Buyer, and the Buyer has agreed to purchase and acquire from Seller, all of Seller's right, title and interest in, to and under the Purchased Assets, and (ii) the Buyer has agreed to assume the Assumed Liabilities.

NOW, THEREFORE, pursuant to and in accordance with the terms and provisions of the Asset Purchase Agreement, and for the consideration set forth therein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Upon and subject to the terms and conditions set forth in the Asset Purchase Agreement, Seller does hereby sell, convey, transfer, assign and deliver to Buyer all of Seller's right, title and interest of Seller in, to and under the Purchased Assets, free and clear of all Encumbrances, other than Permitted Encumbrances.

3. Upon and subject to the terms and conditions set forth in the Asset Purchase Agreement, Buyer does hereby accept the foregoing assignment and assumes the Assumed Liabilities. Buyer does not assume, and shall have no liabilities or obligations with respect to, the Excluded Liabilities, and Buyer and Seller agree that all Excluded Liabilities will remain the sole responsibility of the Seller.

4. At any time and from time to time following the Closing, at the request of any party hereto and without further consideration, each other party hereto shall execute and deliver, or cause to be executed and delivered, such further documents and instruments and shall take, or cause to be taken, such further actions as the requesting party may reasonably request or as otherwise may be necessary or desirable to evidence and make effective the transactions contemplated by this Assignment.

5. This Assignment shall be subject to the terms and conditions set forth in the Asset Purchase Agreement (including Seller's and Seller Parties' representations, warranties, covenants, agreements and indemnities relating to the Assumed Liabilities and the Excluded Liabilities),

which are hereby incorporated herein by reference, and nothing contained in this Assignment shall be construed to limit, terminate or expand the representations, warranties or covenants set forth in the Asset Purchase Agreement. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

6. This Assignment shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the State of New Hampshire without regard to the conflicts of law rules of such state.

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Any signature page delivered via fax or electronic mail shall be binding to the same extent as an original signature page.

8. The provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Assignment without the consent of each other party hereto; except that Buyer may transfer or assign its rights and obligations under this Assignment, in whole or from time to time in part; *provided* that no such transfer or assignment will relieve Buyer of its obligations hereunder or enlarge, alter or change any obligation of any other party hereto or due to Buyer.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

BUYER:

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF
HEALTH AND HUMAN SERVICES

By: _____

Name: Lori Shibinette

Title: Commissioner

SELLER:

HAMPSTEAD OUTLOOK, INC.

By: _____

Name: Phillip Kubiak

Title: Chief Executive Officer

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "IP Assignment"), dated [], 2022, is by and among Hampstead Outlook, Inc., a New Hampshire corporation ("Assignor"), and The State of New Hampshire, acting through certain of its agencies or departments ("Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of January 18, 2022 (the "Asset Purchase Agreement"), by and among Assignor, Assignee, and certain other parties thereto, Assignor has agreed to sell, transfer and convey, and Assignee has agreed to purchase and accept, the Purchased Assets, which includes the Intellectual Property Assets; and

WHEREAS, pursuant to and in accordance with the Asset Purchase Agreement, Assignor hereby desires to assign and transfer to Assignee, and Assignee hereby desires to acquire, all of Assignor's right, title and interest in and to the Intellectual Property Assets.

NOW, THEREFORE, in consideration of the sale of the Purchased Assets and in accordance with the terms of the Asset Purchase Agreement, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignor hereby irrevocably assigns, transfers, sells and conveys to Assignee any and all of Assignor's right, title and interest in and to the Intellectual Property Assets throughout the world, together with any goodwill of the business with which the Intellectual Property Assets have been and are currently being used and all rights to damages or profits arising out of infringement of such Intellectual Property Assets or injury to any goodwill associated with the Intellectual Property Assets, and the right to sue for, recover and retain the damages or profits in Assignee's own name.

3. At any time and from time to time following the Closing, without further consideration, Assignor will do, execute, acknowledge and deliver all and every such further act, deed, conveyance, assignment, notice of assignment, transfer and assurance as Assignee may from time to time reasonably request to carry out the intention or facilitate the performance of the terms of this IP Assignment. Without limiting the foregoing, Assignor will execute general and specific confirmatory assignments and other supplementary documents as Assignee may from time to time reasonably request to effectuate the recording of the same with the U.S. Patent and Trademark Office or other government authority or any domain name registration body.

4. Without limiting Section 3 hereof, Assignor hereby constitutes and appoints Assignee the true and lawful agent and attorney in fact of Assignor, with full power of substitution and re-substitution, in whole or in part, in the name and stead of Assignor but on behalf and for the benefit of Assignee and its successors and assigns, from time to time:

(a) to demand, receive and collect any and all of the Intellectual Property Assets and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of Assignor or otherwise, any and all proceedings at law, in equity or otherwise, that Assignee or its successors and assigns may deem proper in order to collect or reduce to possession any of Intellectual Property Assets and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and

(c) to do all things legally permissible, required or reasonably deemed by Assignee to be required to recover and collect the Intellectual Property Assets and to use Assignor's name in such manner as Assignee may reasonably deem necessary for the collection and recovery of same.

Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by such Assignor.

5. Concurrently with the execution of this IP Assignment, Assignor will deliver to Assignee all materials, information and documentation relating to, and all tangible embodiments of, the Intellectual Property Assets in the possession, custody or control of Assignor, except to the extent otherwise provided in the Asset Purchase Agreement.

6. This IP Assignment shall be subject to the terms and conditions set forth in the Asset Purchase Agreement (including Assignor's and Seller Parties' representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property Assets), which are hereby incorporated herein by reference, and nothing contained in this IP Assignment shall be construed to limit, terminate or expand the representations, warranties or covenants set forth in the Asset Purchase Agreement. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

7. This IP Assignment may be executed by the parties in counterparts, in which event the signature pages thereof will be combined in order to constitute a single original document.

8. This IP Assignment is and will be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

9. If any term or provision of this IP Assignment is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such invalidity, illegality or unenforceability will not affect the other terms or provisions hereof or the whole of this IP Assignment, but such term or provision will be deemed modified to the extent necessary in the court's opinion to render such term or provision valid, legal and enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth herein.

10. This IP Assignment shall be governed by and construed in accordance with the law of the State of New Hampshire, without regard to the conflicts of law rules of such state.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this IP Assignment to be duly executed as of the date set forth above.

ASSIGNOR:

HAMPSTEAD OUTLOOK, INC.

By: _____

Name: Phillip Kubiak

Title: Chief Executive Officer

ASSIGNEE:

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF
HEALTH AND HUMAN SERVICES

By: _____

Name: Lori Shibinette

Title: Commissioner

AUTHORIZED REPRESENTATIVE'S CERTIFICATE

THE STATE OF NEW HAMPSHIRE

[], 2022

This Authorized Representative's Certificate is made and delivered pursuant to Section 3.02(b)(vii) of that certain Asset Purchase Agreement, dated January 18, 2022 (the "**Purchase Agreement**") by and among The State of New Hampshire, acting through certain of its agencies or departments (the "**Buyer**"), Hampstead Outlook, Inc., a New Hampshire corporation, Phillip J. Kubiak, as Trustee of The Henry D. Audesse Trust – 1997 Article Third Trust fbo Nancy Achin Audesse, Phillip J. Kubiak as Trustee of The Henry D. Audesse Trust – 1997 Article Fourth Trust fbo Sharon MacCord NON-EXEMPT, and Phillip J. Kubiak as Trustee of The Henry D. Audesse Trust – 1997 Article Fourth Trust fbo Susan Seitz NON-EXEMPT. Capitalized terms used herein but not defined in this Authorized Representative's Certificate shall have the meanings ascribed to such terms in the Purchase Agreement.

The undersigned, being an Authorized Representative of the Buyer, hereby certifies in his/her capacity as such, and without personal liability, as follows:

1. Attached hereto as Exhibit A are true and correct copies of all requisite approvals of the Buyer authorizing the execution, delivery and performance of the Purchase Agreement and the Ancillary Documents and the consummation of the transactions contemplated thereby, which approvals are in full force and effect and are all the approvals adopted in connection with the transactions contemplated thereby

2. The persons named in Exhibit B have been duly authorized and empowered to execute the Purchase Agreement, the Ancillary Documents and any certificate or other document to be delivered by the Buyer pursuant thereto or necessary to accomplish the transaction contemplated thereby, and each signature set forth below opposite the name of each such person is the true signature of such person.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Authorized Representative's Certificate as of the date first written above.

_____,
_____, of The
State of New Hampshire Department
of Justice

Exhibit A
Approvals
(Attached)

Exhibit B
Incumbency

Name	Title	Signature
Jill Perlow	Assistant Attorney General	
Lori Shibinette	Commissioner of the State of New Hampshire Department of Health and Human Services	

BILL OF SALE

This BILL OF SALE (this "Bill of Sale"), dated as of [], 2022, is delivered by Hampstead Outlook, Inc., a New Hampshire corporation ("Seller"), in favor of The State of New Hampshire, acting through certain of its agencies or departments ("Buyer").

WITNESSETH:

WHEREAS, Buyer and Seller have entered into that certain Asset Purchase Agreement, dated as of January 18, 2022, by and among Buyer, Seller, and certain other parties thereto (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement (and subject to the terms thereof), Seller has agreed to sell, and Buyer has agreed to purchase, certain assets of Seller.

NOW, THEREFORE, in consideration of the sale of the Purchased Assets and in accordance with the terms of the Asset Purchase Agreement, Seller, intending to be legally bound, hereby agrees as follows:

1. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. Subject to the terms and conditions set forth in the Asset Purchase Agreement, Seller does hereby sell, transfer, assign and deliver to Buyer all of the right, title and interest of Seller in, to and under the Purchased Assets, free and clear of all Encumbrances, other than Permitted Encumbrances.

3. At any time and from time to time following the Closing, without further consideration, Seller shall execute and deliver all such other instruments and take all such further actions as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer each of the Purchased Assets, all at the sole cost and expense of Seller.

4. Without limiting Section 3 hereof, Seller hereby constitutes and appoints Buyer the true and lawful agent and attorney in fact of Seller, with full power of substitution and re-substitution, in whole or in part, in the name and stead of Seller but on behalf and for the benefit of Buyer and its successors and assigns, from time to time:

(a) to demand, receive and collect any and all of the Purchased Assets and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, that Buyer or its successors and assigns may deem proper in order to collect or reduce to possession any of the Purchased Assets and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and

(c) to do all things legally permissible, required or reasonably deemed by Buyer to be required to recover and collect the Purchased Assets and to use Seller's name in such manner as Buyer may reasonably deem necessary for the collection and recovery of same.

Seller hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller.

5. This Bill of Sale shall be subject to the terms and conditions set forth in the Asset Purchase Agreement (including Seller's and Seller Parties' representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets), which are hereby incorporated herein by reference, and nothing contained in this Bill of Sale shall be construed to limit, terminate or expand the representations, warranties or covenants set forth in the Asset Purchase Agreement. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

6. This Bill of Sale shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the State of New Hampshire without regard to the conflicts of law rules of such state.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be duly executed as of the day and year first above written.

SELLER:

HAMPSTEAD OUTLOOK, INC.

By: _____

Name: Phillip Kubiak

Title: Chief Executive Officer

CLOSING CERTIFICATE

**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

The undersigned hereby certifies as an authorized representative of The State of New Hampshire Department of Health and Human Services (the “**Buyer**”):

1. This certificate is provided pursuant to Section 3.02(b)(vi) of that certain Asset Purchase Agreement dated as of January 18, 2022 (the “**Purchase Agreement**”), by and among the Buyer, Hampstead Outlook, Inc., a New Hampshire corporation, Phillip J. Kubiak, as Trustee of The Henry D. Audesse Trust – 1997 Article Third Trust fbo Nancy Achin Audesse, Phillip J. Kubiak as Trustee of The Henry D. Audesse Trust – 1997 Article Fourth Trust fbo Sharon MacCord NON-EXEMPT, and Phillip J. Kubiak as Trustee of The Henry D. Audesse Trust – 1997 Article Fourth Trust fbo Susan Seitz NON-EXEMPT.

2. The representations and warranties of the Buyer contained in the Purchase Agreement, the Ancillary Documents and any certificate or other writing delivered pursuant thereto are true and correct in all respects on and as of the Closing Date with the same effect as though made at and as of the Closing Date (except those representations and warranties that address matters only as of a specified date, the accuracy of which are determined as of that specified date in all respects).

3. The Buyer has duly performed and complied in all respects with all agreements, covenants and conditions required by the Purchase Agreement and each of the Ancillary Documents to be performed or complied with by it as of the Closing Date.

4. All capitalized terms used herein and not defined herein shall have the meaning ascribed to them in the Purchase Agreement.

[Remainder of page intentionally left blank; Signature page to follow]

IN WITNESS WHEREOF, the undersigned has executed this Closing Certificate as of [], 2022.

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF
HEALTH AND HUMAN SERVICES

By: _____
Name: Lori Shibinette
Title: Commissioner



INVENTORY OF PROPERTY TRANSFER

STEP 1 - PURCHASER(S) Grantee (use new primary mailing address)

Entity Type - (Check One): Individual Joint Partnership Corporation Trust LLC Holding Company

Last Name / Entity

THE STATE OF NEW HAMPSHIRE

First Name

Last Name / Entity

First Name

Last Name / Entity

First Name

Street No.

129

Street Name

PLEASANT STREET

Apt / Unit

Phone Number

City

CONCORD

State

NH

Zip Code + 4 (or Canadian Postal Code)

0 3 3 0 1

Email (optional)

STEP 2 - SELLER(S) Grantor (use new primary mailing address)

Entity Type - (Check One): Individual Joint Partnership Corporation Trust LLC Holding Company

Last Name / Entity

HAMPSTEAD OUTLOOK, INC.

First Name

Last Name / Entity

First Name

Last Name / Entity

First Name

Street No.

Street Name

Apt / Unit

Phone Number

City

State

NH

Zip Code + 4 (or Canadian Postal Code)

Email (optional)

STEP 3 - REAL ESTATE

Municipality

HAMPSTEAD

County

ROCKINGHAM

Street No.

218

Street Name (if applicable)

EAST ROAD

Apt / Unit



00PA341421862

INVENTORY OF PROPERTY TRANSFER

STEP 3 - REAL ESTATE (continued)

Tax Map

0 1 3

Block

Lot

0 0 3

Acreage

8 9 . 8 8

Number of Parcels Purchased

0 0 0 1

Multi Town Sale?

Yes No

If Yes, list municipalities:

Property Use
(Check One):

Residential Commercial Mixed Res / Comm Industrial Other

Property Type
(Check All
That Apply):

Land Only Building Only Land & Building Condo Condex Land & Manufactured Housing
 Manufactured Housing Multi-unit Timber Rights Mineral Rights

Features
(Check One):

Waterfront Water Access If multi-unit building, how many units?

STEP 4 - DEED

Transfer Date

Recording Date

Book No.

Page No.

Sale Price

Type of
Transfer
(Check one):

Warranty Quitclaim Mortgage Sheriff's Tax Foreclosure
 Commissioner's Fiduciary Probate In Lieu of Foreclosure

STEP 5 - TRANSACTION DETAIL

Were there any special circumstances in the transfer which suggest that the full price or consideration of the property was either more or less than its fair market value?

Yes No

If Yes, please choose all that apply from the list below or select "other" and fill in an explanation.

Family Sale Sheriff's Sale Business Affiliates Bank Sale Easement Life Estate / Trust Time Share
 Government Sale Abutter Sale Other RSA 78-B:2, I

Did the sale transfer 100% interest in the property? Yes No If no what % interest transferred?

Did the sale price above include a consideration for non-taxable personal property? Yes No If yes, indicate value below:

Furnishings

Other

Inventory

Timber

Was the sale price reduced because of a Land Use Change Tax? Yes No If yes, by what amount?

Do you consider the selling price to be fair market value? Yes No If no, explain

Have you or will you make improvements to the property after the purchase but before April 1st? Yes No

If yes please indicate approximate cost of these improvements:

Occupancy and status of structure No Structure New Construction (1 yr) Previously Occupied

Will the property serve as your primary residence? Yes No



00PA341431862

INVENTORY OF PROPERTY TRANSFER

STEP 6 - PREPARER

Entity

PIERCE ATWOOD LLP

Last Name

First Name

Street No.

1

Street Name

NEW HAMPSHIRE AVE. STE 350

Apt / Unit

Phone Number

6 0 3 3 7 3 2 0 0 9

City

PORTSMOUTH

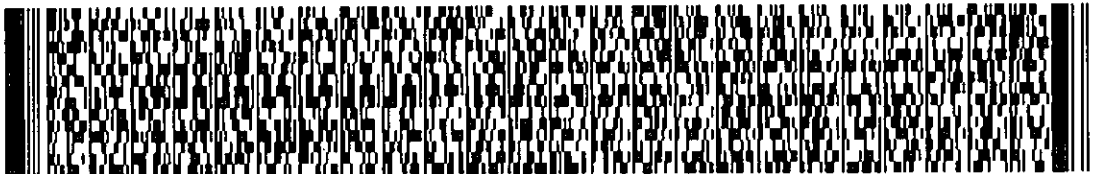
State

NH

Zip Code + 4 (or Canadian Postal Code)

0 3 8 0 1

Email (optional)



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0PA34S1411862

INVENTORY OF PROPERTY TRANSFER
SIGNATURE PAGE

STEP 7 - SIGNATURES

Power of Attorney (POA): By checking this box and signing below, you authorize the preparer listed on this document to act on your behalf for this document only, including entering the book and page numbers and filing this document electronically.

TAXPAYER'S SIGNATURE & INFORMATION (Purchaser's Signature is Required)

Under penalties of perjury, I declare that I have examined this return and to the best of my belief it is true, correct and complete.

Purchaser's Signature

MMDDYYYY

--	--	--	--	--	--	--	--

Purchaser's Printed Name

Purchaser 2 Signature

MMDDYYYY

--	--	--	--	--	--	--	--

Purchaser 2 Printed Name

Purchaser 3 Signature

MMDDYYYY

--	--	--	--	--	--	--	--

Purchaser 3 Printed Name

PREPARER'S SIGNATURE & INFORMATION (If prepared by someone other than the Purchaser)

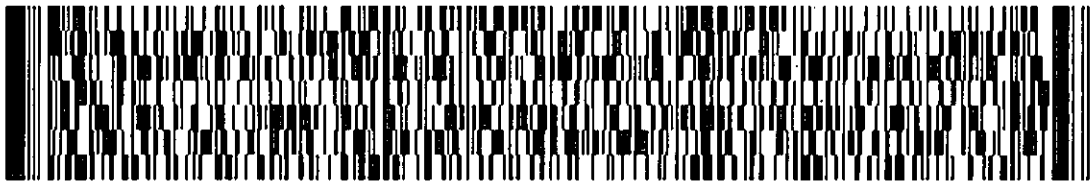
Under penalties of perjury, I declare that I have examined this document and to the best of my belief it is true, correct and complete. (If prepared by a person other than the taxpayer, this declaration is based on all information of which the preparer has knowledge.)

Preparer's Signature (if other than taxpayer)

MMDDYYYY

--	--	--	--	--	--	--	--

Preparer's Printed Name (required if POA box is checked)



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DEAR PROPERTY OWNER:

The Department of Revenue Administration is responsible for equalizing the value of property in each municipality. Equalization is used to accurately apportion county and school district taxes among the cities and towns and to distribute state revenues to the cities and towns. To equalize property values, the Department of Revenue Administration annually conducts a sales/assessment ratio study for each municipality. The information provided on the PA-34 form is needed to assist the Department in determining whether a particular sale involved is an "arms-length transaction" and should be included in our equalization sales/assessment study. If you have questions regarding this form, please contact us at (603)230-5920.

WHO MUST FILE

The purchaser, grantee, assignee or transferee of each transfer of real estate or interest in real estate must file the PA-34 form. There are "no exceptions."

WHEN TO FILE

Form PA-34 is due no later than 30 days from the recording date of the deed at the register of deeds or the date of the transfer, whichever is later.

WHERE TO FILE

A PA-34 form must be filed with the Department of Revenue Administration, P.O. Box 1313 Concord, NH 03302-1313 via the U.S. Post Office or hand carried to the Department of Revenue Administration at 109 Pleasant Street, Concord, NH, between the hours of 8:00 a.m. and 4:30 p.m. A copy of the PA-34 form must also be filed with the local assessing officials of the municipality in which the property is located.

NEED HELP?

Questions not covered here may be answered in our Frequently Asked Questions (FAQ) available on our website at www.revenue.nh.gov/ or by calling Taxpayer Services at (603) 230-5920, Monday through Friday, 8:00 am to 4:30 pm. All written correspondence to the Department should include the taxpayer name, taxpayer identification number, the name of a contact person and a daytime telephone number. Individuals who need auxiliary aids for effective communications in programs and services of the New Hampshire Department of Revenue Administration are invited to make their needs and preferences known. Individuals with hearing or speech impairments may call TDD Access: Relay NH 1-800-735-2964.

NEED FORMS?

To access additional forms, please visit our web site at www.revenue.nh.gov/ or call the Forms Line at (603) 230-5001.

LINE-BY-LINE INSTRUCTIONS

Please PRINT legibly or type all information.

STEP 1 - Purchaser(s)

First select the applicable Entity Type of the purchaser.

Enter the full name and address (use new primary mailing address) of the purchaser(s), grantee(s), assignee(s) or transferee(s). Email address is an optional field. Please attach an additional PA-34 for more than three purchasers.

STEP 2 - Seller(s)

First select the applicable Entity Type of the seller.

Enter the full name and address (use new primary mailing address) of the seller(s), grantor(s), assignor(s) or transferor(s). Email address is an optional field.

STEP 3 - Real Estate

Property Location and Description: Enter the municipality, county, street number, street name, and apartment/unit number where the property is located. Provide the tax map, block and lot (parcel identification number) used by the municipality to identify the parcel as well as the area in acres and the number of parcels purchased. If the sale is a multi-town sale, please enter all of the municipalities where parcels are located. Parcel identification numbers are available at local assessing office.

Property Use: Select the primary use of the parcel; only one option may be selected.

Property Type: Select the property type of the parcel; select all that apply.

Features: Identify if the parcel is waterfront or has water access, if applicable. Only one option may be selected. For multi-unit buildings please indicate the number of units.

STEP 4 - Deed

Enter the transfer date, recording date and Book and Page numbers assigned by the County Register of Deeds, along with the sale price (actual amount paid). Please indicate the deed type for the transactions, only one option may be selected. Please note that Book and Page numbers are required and the form will be returned if these fields are left blank.



STEP 5 - Transaction Detail

- **Question 1:** Check the appropriate box as to whether there were any special circumstances that would suggest the full price or consideration of the property was either more or less than its fair market value. If "yes," please choose all reasons that apply or select "other" and provide a detailed explanation.
- **Question 2:** Check the appropriate box as to whether the sale transferred 100% interest in the property. If "no," indicate the percentage of interest in the property that was transferred.
- **Question 3:** Check the appropriate box as to whether the sale price included a consideration for non-taxable personal property. If "yes," indicate the approximate value of furnishings, inventory, timber and/or other property (appliances, minerals, boats, equipment, inventory of a business, etc.) in the appropriate box.
- **Question 4:** Check the appropriate box as to whether the sale price was reduced because of a Land Use Change Tax per RSA 79-A:7. If "yes," please specify the amount.
- **Question 5:** Check the appropriate box as to whether you consider the selling price to be fair market value. If "no," please explain the reason(s) why.
- **Question 6:** Check the appropriate box as to whether the grantee has made or intends to make improvements to the property after the purchase but before April 1st. If "yes," please indicate the approximate cost of these improvements. Do not include improvements made by the grantor prior to establishing the sale price.
- **Question 7:** Check the appropriate box as to the occupancy and status of the structure.
- **Question 8:** Check the appropriate box as to whether the property will serve as your primary residence.

STEP 6 - Preparer

If this form was filled out by someone other than the purchaser, please enter the full name, entity, address, identification number, phone number and email address (optional) of the preparer.

STEP 7 - Signatures (Paper Form)

- **Power of Attorney (POA):** By checking the POA box, and signing below, the taxpayer(s) authorizes the preparer listed in Step 6 to act on your behalf for this document only, including entering the Book and Page numbers and filing this document. This is a limited POA for this document only. If a Purchaser does not authorize the POA then a separate PA-34 must be filed.
- **Purchaser's Signature and Information:** The Form must be signed in ink and dated by the Purchaser(s).
- **Preparer's Signature and Information:** If the Form was prepared by someone other than the Purchaser(s), the Form must be dated and signed in ink by the preparer. The preparer's printed name is also required if the POA box is checked.

State of New Hampshire

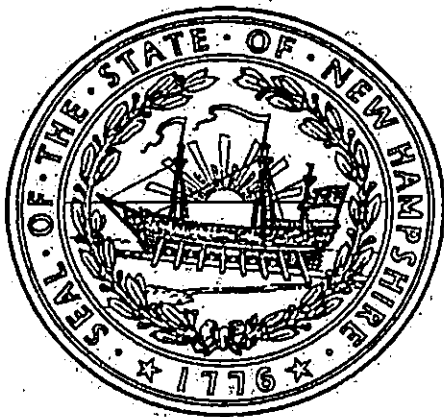
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HAMPSTEAD OUTLOOK, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 11, 1978. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 14319

Certificate Number: 0005631868



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of January A.D. 2022.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

TRUSTEE'S AND OFFICER'S CERTIFICATE

HAMPSTEAD OUTLOOK, INC.

January 18, 2022

This Trustee's and Officer's Certificate is made and delivered pursuant to that certain Asset Purchase Agreement, dated January 18, 2022 (the "**Purchase Agreement**") by and among The State of New Hampshire Department of Health and Human Services, Hampstead Outlook, Inc., a New Hampshire corporation (the "**Company**"), Phillip J. Kubiak, as Trustee of The Henry D. Audesse Trust – 1997 Article Third Trust fbo Nancy Achin Audesse, Phillip J. Kubiak, as Trustee of The Henry D. Audesse Trust – 1997 Article Fourth Trust fbo Sharon MacCord NON-EXEMPT, and Phillip J. Kubiak, as Trustee of The Henry D. Audesse Trust – 1997 Article Fourth Trust fbo Susan Seitz NON-EXEMPT (Philip J. Kubiak, in his capacity as trustee of each of such trusts, the "**Trustee**"). Capitalized terms used herein but not defined in this Trustee's and Officer's Certificate shall have the meanings ascribed to such terms in the Purchase Agreement.

The undersigned hereby certifies, on behalf of the Company, in his capacity as President of the Company, and on behalf of the Owners, as Trustee of the Owners, and without personal liability, as follows:

1. Attached hereto as Exhibit A are true and correct copies of all requisite approvals of the Company authorizing the execution, delivery and performance of the Purchase Agreement and the consummation of the transactions contemplated thereby, which approvals are in full force and effect and are all the approvals adopted in connection with the transactions contemplated thereby.
2. The persons named in Exhibit B have been duly authorized and empowered to execute the Purchase Agreement, and each signature set forth below opposite the name of each such person is the true signature of such person.
3. The Trustee, on behalf of the Owners, has authorized the execution, delivery and performance by the Owners of the Purchase Agreement and the consummation of the transactions contemplated thereby, which approvals are in full force and effect and are all the approvals adopted in connection with the transactions contemplated thereby.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Trustee's and Officer's Certificate as of the date first written above.

DocuSigned by:
Phillip Kubiak
D70C8B6A82FF44E

Phillip Kubiak, Chief Executive
Officer of Hampstead Outlook, Inc.

DocuSigned by:
Phillip Kubiak
D70C8B6A82FF44E

Phillip Kubiak, Trustee of the
Owners

Exhibit A
Approvals
(Attached)

HAMPSTEAD OUTLOOK, INC.
WRITTEN CONSENT IN LIEU OF A SPECIAL
MEETING OF THE BOARD

January 18, 2022

The undersigned, being all of the members of the Board of Directors (the "Board") of Hampstead Outlook, Inc., a New Hampshire corporation (the "Seller"), acting by unanimous written consent without a meeting pursuant to Section 293-A:8.21 of the New Hampshire Business Corporation Act, do hereby consent to the adoption of the following resolutions:

Asset Purchase Agreement

RESOLVED: That it is desirable and in the best interests of the Seller to enter into that certain Asset Purchase Agreement, by and among The State of New Hampshire Department of Health and Human Services (the "Buyer"), Seller, Phillip J. Kubiak, as Trustee of The Henry D. Audesse Trust – 1997 Article Third Trust fbo Nancy Achin Audesse, Phillip J. Kubiak, as Trustee of The Henry D. Audesse Trust – 1997 Article Fourth Trust fbo Sharon MacCord NON-EXEMPT, and Phillip J. Kubiak, as Trustee of The Henry D. Audesse Trust – 1997 Article Fourth Trust fbo Susan Seitz NON-EXEMPT (Philip J. Kubiak, in his capacity as trustee of each of such trusts, the "Trustee") substantially in the form attached hereto as Exhibit A (the "Purchase Agreement"), pursuant and subject to which, at the Closing (as defined in the Purchase Agreement), among other matters, the Buyer will purchase from the Seller and the Seller will sell convey, assign, transfer, and deliver to the Buyer, substantially all the assets, and certain specific liabilities of the Business (as defined in the Purchase Agreement), for an aggregate purchase price equal to the Purchase Price (as defined in the Purchase Agreement), be, and it hereby is, authorized and approved in all respects; Phillip Kubiak (an "Authorized Person") hereby is authorized in the name of and on behalf of the Seller to execute and deliver any and all of the ancillary agreements set forth in or related to the Purchase Agreement to which the Seller is a party (collectively, the "Related Documents"), with such changes as an Authorized Person may deem necessary or appropriate, such Authorized Person's execution and delivery of the Purchase Agreement and Related Documents, as applicable, to be conclusive evidence for all purposes of the due authorization and approval thereof by the Seller; and that upon the execution and delivery of the Purchase Agreement and the Related Documents by each of the parties thereto, the Seller be, and it hereby is, authorized and directed to perform all of its duties and obligations thereunder in accordance with the terms and provisions thereof.

General Authorizations

RESOLVED: That the Authorized Person hereby is authorized, empowered, and directed, in the name and on behalf of the Seller, to execute and deliver the Purchase Agreement, the Related Agreements and any and all other agreements, instruments, documents, and certificates and to take any and all other

actions which it may deem necessary or appropriate in connection with the Purchase Agreement, the related transactions contemplated therein, and by the foregoing resolutions; and that the execution, delivery, and filing of such agreements, instruments, documents, and certificates, and the taking of such other actions by such Authorized Person shall be conclusive evidence of its approval thereof and of the due authorization and approval thereof by the Seller.

RESOLVED: That each Authorized Person be, and hereby is, authorized, empowered, and directed, in the name and on behalf of the Seller, to do any and all such further acts and things and to execute and deliver any and all such other agreements, instruments, documents, and certificates as may, in the opinion of said officers, be necessary, convenient, or desirable to effectuate the purposes and carry out the actions hereinbefore set forth.

RESOLVED: That all actions prior to the foregoing resolutions taken by any Authorized Person of the Seller, and all things done with respect to the foregoing resolutions, and the actions contemplated thereby, are hereby ratified, approved and adopted as the acts and deeds of the Seller.

* * * * *

IN WITNESS WHEREOF, each of the undersigned has consented to the adoption of the foregoing resolutions as of the date first set forth above. This Written Consent of the Board may be executed in counterparts and will be effective when the last necessary signature is delivered to the Seller or its counsel. This Written Consent may be signed and delivered my means of DocuSign, facsimile, e-mail or other electronic method and such execution shall have the same effect as a handwritten signature.

BOARD OF DIRECTORS:

By:  Phillip Kubiak
D70C988A87FF44E

By: _____
Kathleen Collins

By: _____
Julie D'Apollo

By: _____
Malcolm Beaudett

By: _____
Lauren Simpson

IN WITNESS WHEREOF, each of the undersigned has consented to the adoption of the foregoing resolutions as of the date first set forth above. This Written Consent of the Board may be executed in counterparts and will be effective when the last necessary signature is delivered to the Seller or its counsel. This Written Consent may be signed and delivered my means of DocuSign, facsimile, e-mail or other electronic method and such execution shall have the same effect as a handwritten signature.

BOARD OF DIRECTORS:

By: _____
Phillip Kubiak

By: Kath Collins
Kathleen Collins

By: Julie D'Apello
Julie D'Apello

By: Malcolm Beaudett
Malcolm Beaudett

By: Lauren Simpson
Lauren Simpson

EXHIBIT A

PURCHASE AGREEMENT

See attached.

HAMPSTEAD OUTLOOK, INC.
WRITTEN CONSENT IN LIEU OF A SPECIAL
MEETING OF THE SHAREHOLDERS

January 18, 2022

The undersigned, being all of the shareholders of Hampstead Outlook, Inc., a New Hampshire corporation (the "Seller"), acting by unanimous written consent without a meeting pursuant to Section 293-A:7.04 of the New Hampshire Business Corporation Act, do hereby consent to the adoption of the following resolutions:

Asset Purchase Agreement

RESOLVED: That it is desirable and in the best interests of the Seller to enter into that certain Asset Purchase Agreement, by and among The State of New Hampshire Department of Health and Human Services (the "Buyer"), Seller, Phillip J. Kubiak, as Trustee of The Henry D. Audesse Trust – 1997 Article Third Trust fbo Nancy Achin Audesse, Phillip J. Kubiak, as Trustee of The Henry D. Audesse Trust – 1997 Article Fourth Trust fbo Sharon MacCord NON-EXEMPT, and Phillip J. Kubiak, as Trustee of The Henry D. Audesse Trust – 1997 Article Fourth Trust fbo Susan Seitz NON-EXEMPT (Phillip J. Kubiak, in his capacity as trustee of each of such trusts, the "Trustee") substantially in the form attached hereto as Exhibit A (the "Purchase Agreement"), pursuant and subject to which, at the Closing (as defined in the Purchase Agreement), among other matters, the Buyer will purchase from the Seller and the Seller will sell convey, assign, transfer, and deliver to the Buyer, substantially all the assets, and certain specific liabilities of the Business (as defined in the Purchase Agreement), for an aggregate purchase price equal to the Purchase Price (as defined in the Purchase Agreement), be, and it hereby is, authorized and approved in all respects; Phillip Kubiak (an "Authorized Person") hereby is authorized in the name of and on behalf of the Seller to execute and deliver any and all of the ancillary agreements set forth in or related to the Purchase Agreement to which the Seller is a party (collectively, the "Related Documents"), with such changes as an Authorized Person may deem necessary or appropriate, such Authorized Person's execution and delivery of the Purchase Agreement and Related Documents, as applicable, to be conclusive evidence for all purposes of the due authorization and approval thereof by the Seller; and that upon the execution and delivery of the Purchase Agreement and the Related Documents by each of the parties thereto, the Seller be, and it hereby is, authorized and directed to perform all of its duties and obligations thereunder in accordance with the terms and provisions thereof.

General Authorizations

RESOLVED: That the Authorized Person hereby is authorized, empowered, and directed, in the name and on behalf of the Seller, to execute and deliver the Purchase Agreement, the Related Agreements and any and all other agreements, instruments, documents, and certificates and to take any and all other

actions which it may deem necessary or appropriate in connection with the Purchase Agreement, the related transactions contemplated therein, and by the foregoing resolutions; and that the execution, delivery, and filing of such agreements, instruments, documents, and certificates, and the taking of such other actions by such Authorized Person shall be conclusive evidence of its approval thereof and of the due authorization and approval thereof by the Seller.

RESOLVED: That each Authorized Person be, and hereby is, authorized, empowered, and directed, in the name and on behalf of the Seller, to do any and all such further acts and things and to execute and deliver any and all such other agreements, instruments, documents, and certificates as may, in the opinion of said officers, be necessary, convenient, or desirable to effectuate the purposes and carry out the actions hereinbefore set forth.

RESOLVED: That all actions prior to the foregoing resolutions taken by any Authorized Person of the Seller, and all things done with respect to the foregoing resolutions, and the actions contemplated thereby, are hereby ratified, approved and adopted as the acts and deeds of the Seller.

* * * * *

IN WITNESS WHEREOF, each of the undersigned has consented to the adoption of the foregoing resolutions as of the date first set forth above. This Written Consent may be executed in counterparts and will be effective when the last necessary signature is delivered to the Seller or its counsel. This Written Consent may be signed and delivered my means of DocuSign, facsimile, e-mail or other electronic method and such execution shall have the same effect as a handwritten signature.

SHAREHOLDERS:

The Henry D. Audesse Trust 1997 Article Third Trust fbo Nancy Achin Audesse

DocuSigned by:
Phillip Kubiak
By: 070C980A827F141E
Name: Phillip Kubiak
Title: Trustee

The Henry D. Audesse Trust 1997 Article Fourth Trust fbo Sharon MacCord NON-EXEMPT

DocuSigned by:
Phillip Kubiak
By: 070C980A827F141E
Name: Phillip Kubiak
Title: Trustee

The Henry D. Audesse Trust 1997 Article Fourth Trust fbo Susan Seitz NON-EXEMPT

DocuSigned by:
Phillip Kubiak
By: 070C980A827F141E
Name: Phillip Kubiak
Title: Trustee

EXHIBIT A

PURCHASE AGREEMENT

See attached.

Exhibit B
Incumbency

Name	Title	Signature
Phillip Kubiak	Chief Executive Officer	<small>DocuSigned by:</small> <i>Phillip Kubiak</i> <small>070C8BBA87FF44E</small>