

**NOTICE TO THE NEW HAMPSHIRE DIRECTOR OF CHARITABLE TRUSTS  
PURSUANT TO NEW HAMPSHIRE RSA 7:19-b**

*Re: Home Health & Hospice Care*

This Notice and its appendices (the “Notice”) are submitted to the New Hampshire Attorney General, Director of Charitable Trusts pursuant to RSA 7:19-b by **Home Health & Hospice Care**, a New Hampshire voluntary corporation (“HHHC”). This Notice is being submitted in connection with the proposed combination transaction described in Section III below with **SolutionHealth** (“SH”) (the “Combination Transaction”). In support of this Notice, HHHC and SH (collectively, the “Parties”) respectfully provide the following information:

**I. THE PARTIES**

**A. HOME HEALTH & HOSPICE CARE**

HHHC was established in 1883 as a New Hampshire voluntary corporation under RSA 292. It is exempt from federal income taxation as a charitable organization described under Section 501(c)(3) of the Internal Revenue Code. The current Articles of Agreement and Bylaws of HHHC are attached as *Appendix A* and *Appendix B*, respectively. HHHC operates from its office located at 7 Executive Park Drive, Merrimack, New Hampshire, in a building which it owns. HHHC also owns and operates a free-standing community hospice house at 210 Naticook Road in Merrimack. HHHC holds two health facility licenses issued by the New Hampshire Department of Health and Human Services, Bureau of Health Facilities Administration: (1) Home Health Care Provider License #03675; and (2) Home Health Agency Hospice License #03676. HHHC is also a licensed Medicare and Medicaid certified home health and hospice agency.

HHHC serves 25 communities throughout Southern New Hampshire and Northern Massachusetts. HHHC offers a broad array of services to these communities including Skilled Nursing, Physical, Occupational, and Speech Therapies, Home Health, Medical Social Services, Spiritual and Bereavement Counseling, and Hospice. The mission of HHHC is to provide trusted patient-centered services that enhance each individual’s independence and quality throughout life.

The most recent audited financial statements of HHHC, and its Form 990 for the year ending June 30, 2020, are attached as *Appendix C-1* and *Appendix C-2*, respectively.

**B. SOLUTIONHEALTH**

SH is a voluntary, New Hampshire non-profit corporation with a principal place of business located at 360 NH Route 101, Suite 8, Bedford, NH 03110. SH was incorporated in 2018, as the sole member of Elliot Health System (“EHS”) (incorporated in 1999, with Elliot Hospital of the

City of Manchester created by an Act of the New Hampshire Legislature in 1881) and Southern New Hampshire Health System (“SNHHS”) (incorporated in 1998, with Southern New Hampshire Medical Center created as Nashua Hospital Association in 1892).<sup>1</sup> SH was created to serve as a coordinating and supporting organization for EHS and SNHHS, in furtherance of developing the SH Network, to improve and enhance access, quality, value and community benefits, while enhancing the affordability and sustainability of healthcare in the communities served by the organization and throughout Southern New Hampshire. The Mission of SH is to improve the health and well-being of the communities it serves through innovative models of patient-centered care and collaborations that improve local access to top quality, high value care.

The most recent audited financial statements of SH, and its Form 990 for the year ending June 30, 2020, are attached as *Appendix D-1* and *Appendix D-2*, respectively.

## **II. BACKGROUND AND IMPERATIVES FOR THE TRANSACTION**

The Northern New England region is rapidly approaching the point where the healthcare needs of residents over 65 will become a significant challenge to healthcare providers, payors, patients, families, policymakers, and community leaders. Recent data indicates that, with a median age of 43.1 years old, New Hampshire is the second oldest state in the United States. It is projected that, by 2025, New Hampshire residents 65 and over will outnumber those who are 18 and under. The aging population has resulted in increased demand for care, but the State’s 20-year moratorium on the creation of new skilled nursing facility (SNF) beds has limited capacity and has caused many to require care in the home.

Amidst this rise in demand, home health agencies like HHHC have struggled to find qualified staff, have been forced to bear rising administrative costs for electronic health record technology and other necessary overhead items, and have had to adapt to a shifting reimbursement landscape moving from fee-for-service to value-based payments including through the recently implemented federal Patient-Driven Groupings Model payment system, which became effective on January 1, 2020.

These ongoing challenges led HHHC’s Board of Directors to conduct an analysis about potential affiliation or merger partners. During this process, HHHC determined that any potential affiliate or partner should (a) be a New Hampshire non-profit health system; (b) have a compatible culture and mission; (c) serve the same or similar communities to ensure benefits for its patients relating to information sharing and clinical care; and (d) enable HHHC to utilize a more sophisticated electronic health record system. This analysis revealed that SH would likely be a

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<sup>1</sup> Nashua Hospital Association began utilizing the name Nashua Memorial Hospital in or around 1915, subsequently changing the organizations name to reflect same in 1988, and subsequently changing the name again to Southern New Hampshire Regional Medical Center in 1994, before arriving at the current name in 1998 as noted.

suitable partner given the similarities of communities served and missions, in addition to the ability to provide HHHC with access to the EPIC electronic health record system (a system far superior to its current electronic health record) and better coordinate care for patients as they leave EHS and SNHHS and return home following hospitalization. Accordingly, HHHC approached SH to gauge interest and SH replied favorably.

After many months of subsequent discussions between various members of both organizations' leadership teams and several different workgroups, SH ultimately proposed HHHC becoming a member of a new post-acute care division of SH, along with the VNA of Manchester and Southern New Hampshire ("VNAMS NH"), through the shared decision-making and governance models described herein. The parties emerged from their collaborative efforts confident that a combination through a sole member substitution would enable HHHC to remain a free-standing home health agency and continue doing what it does best—provide top quality services—while at the same time creating efficiencies, value and improvements in access, patient care, controlling costs for the communities they serve through a more formal integration of administrative and technical functions, reducing hospitalizations, rehospitalizations and inpatient lengths of stay, and ensuring that patients are able to receive quality care at home when needed.

SH and HHHC desire to effectively integrate into the SH Network a suite of comprehensive and proactive, home care and hospice services provided through SH's new post-acute care division comprised of HHHC and VNAMS NH. The goals of this integration include enhancing access, quality, value and the patient experience, and addressing the affordability and sustainability of healthcare, all while taking account of emerging community needs and rapid changes in federal and state healthcare policy, by:

- More effectively addressing social determinants of health in the communities SH and HHHC serve;
- Reducing hospitalizations, re-hospitalizations and inpatient lengths of stay;
- Ensuring that patients are able to receive care at home when and as appropriate, as opposed to in the costly acute inpatient setting;
- Developing alternative models of care outside the traditional walls of the healthcare delivery system;
- Partnering with payors on value-based and risk-sharing reimbursement payment models;
- Improving the integration of specialty healthcare services into palliative, home care and hospice services, and vice versa; and
- Expanding patient choice and supporting patients and their families to ensure that they receive effective and quality care in the most appropriate and comfortable setting.

HHHC and SH signed a Letter of Intent in February 2021 and subsequently commenced an extensive due diligence process that has allowed both organizations to ask many questions and become better informed about the other organization. The HHHC Board used the help of legal and accounting partners to better understand the due diligence responses it received to ensure the Board fully comprehended the information to inform its ultimate decision on the proposed transaction. The HHHC Board is satisfied with its review of the materials it received from SH.

### III. SUMMARY OF THE TRANSACTION

Attached as *Appendix E* is the Combination Agreement between HHHC and SH dated as of July 12, 2021 (the “Combination Agreement”). The material terms of the Combination Agreement and the proposed Combination Transaction are summarized below.

#### A. COMBINATION; INTEGRATION.

1. Integration of HHHC into SH’s Regional Network. The Combination Agreement provides for a series of transactions that would be consummated upon satisfaction of certain conditions (the “Closing”). The Combination Agreement provides that, at Closing, SH and HHHC will amend each of their respective Articles of Agreement and Bylaws to establish SH as the sole member of HHHC, thereby integrating HHHC into the SH Network. HHHC’s proposed amendments to its Articles of Agreement are attached as *Appendix F* hereto. HHHC would then become part of an SH integrated governance system as set forth in further detail below.

After the Combination, HHHC will remain a separately incorporated and licensed home health and hospice agency and continue carrying out its existing historic charitable mission. The board of HHHC will remain in place and will continue to govern the delivery of HHHC’s healthcare services within and subject to the requirements of the applicable SH integrated governance system, and with a continuing oversight role relative to the organization’s hospice house, volunteer program, community relations, community benefit, and philanthropy. SH and HHHC will similarly undertake all necessary amendments with respect to any affiliates in a manner consistent with the objectives of the transactions contemplated by the Combination Agreement. HHHC shall retain its name, but will identify itself as an SH member, and shall abide by marketing and publication standards applicable to SH members.

2. Transactions to Implement an Integrated Governance System. The Combination Agreement provides that, at Closing, HHHC will become part of the applicable SH integrated governance system which (i) provides for regionally integrated decision-making at the SH level with respect to certain corporate, operational and budgetary powers that are to be expressly ceded to SH, either alone or in conjunction with HHHC (the “Ceded Powers”); (ii) continues the independent decision-making at the individual affiliate level with respect to certain powers not

expressly ceded to SH such as matters involving the HHHC Community Hospice House (the “Retained Powers”); and (iii) allows HHHC to participate in governance at SH level and remain informed regarding same by means of integrated and aligned committee structure, expressly incorporating members of the affiliate organizations’ boards in appropriate SH board committees. The Ceded Powers and Retainer Powers are set forth in the proposed revisions to HHHC’s Amended Bylaws attached as *Appendix G*.

3. Composition of HHHC Board of Directors. The Combination Agreement specifies that HHHC will remain a separate corporate entity with a separate Board of Directors. HHHC’s Board will retain its existing structure and membership and will continue to nominate and appoint its Board as provided in its Bylaws existing at the Closing subject to approval and election by the SH Board. *See* Amended HHHC Bylaws attached hereto as *Appendix G*.

4. SH’s Provision of Shared Services and Financial Support.

a. Shared Services. In the Combination Agreement SH has agreed to provide financial, management, administrative, and technical support to HHHC through the provision of certain defined “Shared Services” including, but not limited to, finance and accounting services; human resources management and administration services; information technology support services; marketing and communications services; management of accountable care organization services; facilities management services; analytics resource center services; operational effectiveness services; laboratory services; managed care contracting, and; purchasing services. The Parties will migrate to common IT software and other support systems to create efficiency and effectiveness across the patients’ continuum of care, as well as business support systems to drive maximum efficiency and fiscal accountability. The Parties will work collaboratively to implement and phase-in the Shared Services in an orderly manner over the course of the first 12 months following the Closing. HHHC’s payment for Shared Services for the first three fiscal years following the Closing Date shall not exceed the amount expended by HHHC for the same services annually as of the Closing Date. Thereafter, the cost to HHHC for SH’s Shared Services will be based on its Net Patient Services Revenue relative to other members of the SH system.

b. Financial Support. Although neither party will transfer any cash, assets, or other financial consideration as part of the Combination Transaction, SH agrees to provide financial support to HHHC once the transaction closes to ensure that HHHC’s operational and financial needs are met into the future. HHHC shall not be required, however, to provide financial assistance to SH or assume, or be liable for, any SH debt or obligation.

5. HHHC's Retention of Control over Community Hospice House and Board Restricted Funds. As described above, through the Combination HHHC will cede certain decision-making authority to SH. Nevertheless, SH and HHHC have agreed in the Combination Agreement that HHHC shall retain sole control over decisions involving HHHC's Community Hospice House and the Community Hospice House endowment fund. In addition, SH and HHHC have agreed that HHHC's Board of Directors shall retain exclusive control over certain board-restricted funds that HHHC's Board has moved out of operating capital and set aside for various non-operating uses. HHHC's retention of control over these matters is also addressed in the proposed amendments to its Bylaws set forth in *Appendix G*.

6. Establishment of Integration Work Group. Between the date of the execution of the Combination Agreement and the Closing Date, SH and HHHC will establish an "Integration Work Group" comprised of the Chief Executive Officers and other selected officials of SH and HHHC, which will be authorized, subject to applicable legal constraints, to oversee and manage integration planning and other such activities that SH and HHHC may legally and appropriately jointly conduct prior to closing. The Integration Work Group will be authorized to establish, appoint, and manage several Integration-related workstream groups, to commence planning the opportunities for integration of various administrative and operational functions to achieve the objectives of the Integration, such as the development of integrated information technology platform for medical records and other data and security systems across HHHC during integration into the SH Network, initiatives to improve quality, value and control the cost of care for patients, all while preserving and supporting the historic charitable mission of HHHC and the current SH affiliates. The Integration Work Group will be authorized to retain such consultants and advisors as it deems necessary to facilitate the activities of the group and related workstream groups.

## B. CHARITABLE ASSETS; MANAGEMENT.

1. Charitable Assets. HHHC's charitable assets will be retained by HHHC and HHHC shall retain exclusive control over all board-restricted funds and the HHHC Community Hospice House endowment fund. HHHC and SH shall collaborate under SH's shared decision-making model to ensure that HHHC's assets continue to be used to further HHHC's charitable purpose.

2. Executive Management. It is the parties' intention that HHHC's current President/Chief Executive Officer, John Getts, will remain in place following the Closing along with the majority of HHHC's current executive leadership team. Thereafter, any action to remove or replace HHHC's President/CEO must be recommended by the SH CEO in consultation with the HHHC Board of Directors and approved by majority votes of both the SH and HHHC Boards.

3. HHHC Board Composition. The HHHC Board shall continue to have the same structure and membership following the Closing. HHHC shall nominate and appoint its directors, subject to approval by a majority of the SH Board, as provided in the HHHC Bylaw Amendments.

C. CONDITIONS TO CLOSING; EFFECTIVE DATE.

1. Conditions to Closing. The proposed Combination Transaction is conditioned upon the following:

a. *Regulatory Approvals*. The New Hampshire Director of Charitable Trusts shall review and not object to the transaction under RSA 7:19-b, and the New Hampshire Attorney General, Consumer Protection and Antitrust Bureau shall review the transaction as necessary.

b. *Remaining Due Diligence*. The completion by each Party, and receipt of satisfactory results, of any updated due diligence into various operational, legal, financial, tax, administrative, political and other issues and matters occurring between the Effective Date of the Combination Agreement and the Closing Date which may impact the successful consummation of the Combination.

c. *Additional Board Votes*. To the extent that any material modifications are required to the Combination Agreement or any of the documents attached as exhibits as a result of the regulatory review and/or public hearings under RSA 7:19-b, then such modifications must be approved and the Combination Agreement ratified by the respective boards of HHHC and SH.

d. *Truthfulness of Warranties and Satisfaction of Covenants*. The representations and warranties in the Combination Agreement shall be true and complete in all material respects on and as of the Closing Date. In addition, both parties shall have performed, in all material respects, all obligations required to be performed by such party at or prior to the Closing.

e. *No Prohibition*. No statute, rule, regulation, executive order, judgment, decree, temporary restraining order or preliminary or permanent injunction shall have been enacted, entered, promulgated, enforced or issued, and no action or proceeding shall be pending or threatened, at any time before any governmental authority by any person seeking to restrain, invalidate or prohibit, or to obtain damages or other relief in connection with, the execution and delivery of the Combination Agreement or the consummation of the transactions contemplated by the Combination Agreement.

2. Combination Effective Date. The Combination will become effective upon HHHC filing its Amended Articles of Agreement and Bylaws with the New Hampshire Secretary of State, which shall occur promptly after all conditions precedent to the Combination have been satisfied.

#### IV. FULFILLMENT OF FIDUCIARY AND STATUTORY DUTIES UNDER RSA 7:19-b, II

##### A. FURTHERANCE OF THE CHARITABLE MISSION

1. Charitable Mission Supported and Furthered. A primary fiduciary role of the HHHC Board of Directors is to ensure that the proposed Combination Transaction furthers the organization's charitable mission. The HHHC Board's due diligence revealed that SH has a similar and compatible mission with that of HHHC, and that HHHC's mission will be strengthened and furthered through the proposed Combination. Both parties are committed to the mutual goal of furthering HHHC's charitable mission and making these missions guiding principles in their ongoing relationship.

2. Meeting Community Needs. In determining that the proposed Combination Transaction is in the best interest of HHHC, the HHHC Board of Directors concluded that the Combination Transaction will be in the best interest of the 25 communities that it serves, many of which overlap with SH's service area. By combining with SH, HHHC will avail itself of SH's particular management strengths and operational skills, skilled workforce, system resources, and financial support all of which will help HHHC continue to provide quality home care and hospice services.

##### B. STEWARDSHIP OF CHARITABLE ASSETS

Another primary fiduciary role of the HHHC Board of Directors is to serve as good stewards of HHHC's charitable assets. The HHHC Board fulfilled this role by negotiating provisions of the Combination Agreement that protect its charitable assets including, but not limited to, maintaining exclusive control and management of board-restricted funds and the Community Hospice House endowment fund.

1. Board-Restricted Funds. HHHC has established certain board-restricted funds that are invested and managed for the benefit of HHHC's non-operational purposes. SH and HHHC have agreed that HHHC shall maintain exclusive control and management over all board-restricted funds following the Closing. This agreement is memorialized in HHHC's Amended Bylaws attached hereto as *Appendix G*.

2. Community Hospice House Endowment Fund. HHHC has established an endowment fund to support the operations and continued work of the HHHC Community Hospice House. SH and HHHC have agreed that HHHC shall maintain exclusive control and management over this endowment fund following the Closing. This agreement is memorialized in HHHC's Amended Bylaws attached hereto as *Appendix G*.



3. Financials. HHHC has engaged its accountants Berry Dunn, an accounting firm known for its expertise in healthcare and, in particular, home health agency accounting, to continue to prepare annual financial statements and the organizations' IRS Form 990, and to guide HHHC in the management of its financial assets.

#### C. DUTY OF CARE: DUE DILIGENCE

1. Board Involvement & Due Diligence. HHHC sent extensive due diligence requests to SH on financial, legal, organizational, tax, employment, real estate, and patient and employee satisfaction matters. HHHC's CEO and the HHHC Board of Directors worked with outside financial and legal advisors to analyze SH's responses and ensure that there were no red flags or issues of concern. HHHC also used these responses to guide its negotiations of the Combination Agreement. After careful review of SH's due diligence responses, HHHC has determined that the proposed Combination is in the best interest of HHHC and the communities it services including these communities' need for access to quality and affordable healthcare.

2. Notification and Input of Communities Served Through Reasonable Public Notice. As required by RSA 7:19-b(II)(g), HHHC has alerted the public to the proposed Transaction and its benefits. Together with SH, the Parties issued a joint press release on February 4, 2021 notifying the public of their intent to combine and posted it on their respective websites. A copy of the press release is attached as *Appendix H*. HHHC and SH executives also contacted many key stakeholders about the proposed Combination Transaction, including staff, donors, community partners, and peer organizations by phone, email, and other methods. A copy of the written communications to these stakeholders are attached as *Appendices I-1 to I-4*.

As a result of the Governor of New Hampshire's declaration of a state of emergency in connection with the coronavirus pandemic, and his issuance of related emergency orders which required citizens to stay at home and not to congregate, the Parties elected to conduct a so-called "Listening Session" using the Zoom platform. HHHC and SH advertised this Listening Session through social media channels and direct contact with key donors and community partners. The social media postings are attached as *Appendix J*.

On March 18, 2021, the Parties conducted the Listening Session to describe and discuss the impetus for the proposed Transaction. The session ran from 4 p.m. to approximately 5 p.m. The Listening Session attendee list is attached as *Appendix K*. The Chief Executive Officers of SH and HHHC, and SH's Chief Strategy Office, Stephen Norton, presented details of the proposed Combination Transaction and its benefits and answered audience questions in real time. The Listening Session recording can be accessed at:

<https://www.dropbox.com/s/r15vugfr5y9iru6/ListeningSession3-18-21.mp4?dl=0>

3. Decision-Making Process.

a. **HHHC:** The HHHC Board of Directors exercised its fiduciary duty of due care in identifying and evaluating SH as an affiliation partner and in negotiating the terms of the Combination Agreement in connection with the proposed Combination Transaction. The HHHC Board of Directors designated a Work Group to work with HHHC's CEO, legal counsel, and financial representatives to review due diligence responses and negotiate the Letter of Intent and Combination Agreement. This Work Group kept the full Board apprised of developments and any issues that arose during the process.

The HHHC Board of Directors assembled in several regular meetings between December 2020 and June 2021 to analyze the transaction, due diligence responses, and the pros and cons of proceeding with the Combination Transaction. Minutes of these meetings are attached as *Appendices L1 to L7*. The Board's work culminated an extensive meeting on June 1, 2021 where the Board met to review the Combination Transaction and decide whether to approve the Combination Agreement. During its deliberations, the HHHC Board of Directors discussed the public feedback received from the Listening Session, the review conducted by its outside accounting firm, Berry Dunn, and legal issues analyzed by Attorney Jason Gregoire. Following active deliberation and questioning, the HHHC Board of Directors unanimously approved Resolutions to combine, to execute the Combination Agreement, and to authorize the filing of this Notice. A copy of the HHHC Board of Directors' Adopted Resolutions is attached as *Appendix M*.

b. **SH and Affiliates:** While the standards set forth in RSA 7:19-b, II apply to the HHHC Board of Director's review and approval of the Combination Transaction, the Board of Directors of SH, as well as EHS and SNHHS, approached their review and approval obligations relating to the Combination Transaction mindful of these same standards and exercising a comparable level of diligence, ensuring that they were satisfied with the level of diligence and that each of the standards was met to their satisfaction. Additionally, while the reserved powers set forth in the bylaws of SH and its affiliate organizations could be reasonably interpreted as requiring the approval of the SH board only for such a Combination Transaction, here all three Boards were substantively engaged and informed. In all three cases, the Boards voted unanimously in support of proceeding with, first the Letter of Intent, and subsequently the Combination Agreement. In addition to numerous strategic discussions relating to the creation of a post-acute care division of SH, with HHHC as a key element of the strategy and organization, all three boards specifically reviewed, deliberated, asked questions regarding and ultimately voted to approve the proposed Letter of Intent, and subsequently the Combination Agreement.

The SNHHS Board reviewed the Letter of Intent, and approved proceeding with same, by Resolutions at its meeting on January 12, 2021, the materials and minutes for which are attached as *Appendix N-1*. The Resolutions approved at this meeting are attached as *Appendix N-2*. The SNHHS Board subsequently reviewed the Combination Agreement, and approved proceeding with same, by Resolutions at its meeting on June 8, 2021, the materials and minutes for which are attached as *Appendix N-3*. The Resolutions approved at this meeting are attached as *Appendix N-4*.

The EHS Board reviewed the Letter of Intent, and approved proceeding with same, by Resolutions at its meeting on January 21, 2021, the materials and minutes for which are attached as *Appendix O-1*. The Resolutions approved at this meeting are attached as *Appendix O-2*. The EHS Board subsequently reviewed the Combination Agreement, and approved proceeding with same, by Resolutions at its meeting on June 17, 2021, the materials and minutes for which are attached as *Appendix O-3*. The Resolutions approved at this meeting are attached as *Appendix O-4*.

The SH Board reviewed the Letter of Intent, and approved proceeding with same, by Resolutions at its meeting on January 28, 2021, the materials and minutes for which are attached as *Appendix P-1*. The Resolutions approved at this meeting are attached as *Appendix P-2*. The SH Board subsequently reviewed the Combination Agreement, and approved proceeding with same, by Resolutions at its meeting on June 24, 2021, the materials and minutes for which are attached as *Appendix P-3*. The Resolutions approved at this meeting are attached as *Appendix P-4*.

4. Transaction Permitted by Law. The proposed Transaction is permitted by applicable law including, but not limited to, RSA 7:19-32, RSA 292, and other applicable statutes and common law subject to the receipt of regulatory approvals described in Section III(d)(1)(a) of this Notice. Given the compatibility of the Parties' charitable missions and organizational structures, the proposed Transaction does not require approval from a New Hampshire probate court.

#### D. DUTY OF LOYALTY & CONFLICT OF INTEREST

The HHC Board of Directors observed its duty of loyalty in considering and approving the Combination Agreement. The proposed Combination does not constitute a pecuniary benefit transaction. Although one HHC Board member, Dr. Stephanie Wolf-Rosenblum, is employed by SNHHS, she abstained from voting on the Combination transaction.

#### E. NO CASH CONSIDERATION

Neither Party will transfer to, or exchange with, any other Party cash or other assets, or exchange any other similar financial consideration, to effectuate the Combination. Therefore, the "fair value" consideration in RSA 7:19-b, II(d) is inapplicable.

**V. DIRECTOR CERTIFICATION**

Attached as *Appendix Q* is the certification of the Directors of HHHC who voted on the Transaction affirming that the standards set forth in RSA 7:19-b(II) have been considered in good faith and met.

**VI. STATEMENT OF SOLUTIONHEALTH**

SH is an “acquirer” as that term is defined by New Hampshire RSA 7:19-b(I)(b). As required by RSA 7:19-b(III), attached as *Appendix R* is a statement of SH specifying the manner in which it proposes to continue to fulfill the charitable objects of HHHC.

**VII. ADDITIONAL MATERIALS**

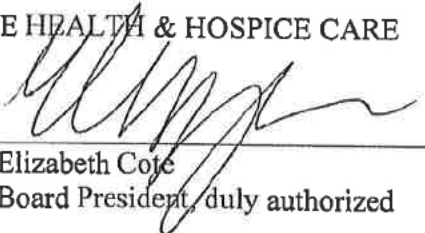
In addition to the Appendices identified above, HHHC has attached additional materials related to the Combination and relevant to the Director of Charitable Trust’s review in *Appendices S to U*.

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3 Respectfully submitted by the duly authorized representative of the undersigned this day of August 2021.

HOME HEALTH & HOSPICE CARE

By:

  
Elizabeth Cote  
Board President, duly authorized

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