Tenacity. Creativity. Results."

Cinde Warmington
Attorney at Law

July 15, 2019

VIA EMAIL AND HAND DELIVERY

Thomas J. Donovan, Director Charitable Trusts Unit Office of the Attorney General 33 Capitol Street Concord, NH 03301

Re: Affiliation of Exeter Health Resources, Inc. and its subsidiary Exeter Hospital with The Massachusetts General Hospital and Wentworth-Douglass Hospital

Dear Director Donovan,

Please find attached the response to your letter dated June 17, 2019 requesting additional information regarding the Affiliation of Exeter Health Resources, Inc. and its subsidiary Exeter Hospital with The Massachusetts General Hospital and Wentworth-Douglass Hospital. We appreciate you extending the due date for this response by one week.

In preparing this response, the parties have identified certain information/documents as exempt, pursuant to RSA 91-A:5, from public inspection and copying. These documents have been separated from the remaining responses and are marked "Confidential."

Please feel free to contact me with any questions.

Very truly yours,

Cinde Warmington

cwarmington@shaheengordon.com

CW/maj Enclosures

cc: Gregory J. Walker, President & CEO of Wentworth-Douglass Hospital Kevin Callahan, President & CEO of Exeter Health Resources, Inc. and Exeter Hospital Peter L. Slavin, M.D., President & CEO of Massachusetts General Hospital

Proposed Affiliation of Exeter Health Resources, Inc. and its subsidiary Exeter Hospital with

The Massachusetts General Hospital and Wentworth-Douglass Hospital (the "Affiliation")

Response to Supplemental Request for Information dated June 17, 2019

1. Supply the original and current articles of agreement and bylaws of Rockingham VNA & Hospice (RVNA).

Exeter Area Visiting Nurse Association, Inc. was formed in 1971, according to the NH Secretary of State Corporation Division on-line database. It filed an Affidavit of Amendment in 1990 to, among other things, change its name to the Rockingham Visiting Nurse Association, and filed another Affidavit of Amendment in 1992 to change its name to Rockingham Visiting Nurse Association and Hospice. On April 1, 1996 the corporation filed an Affidavit of Amendment which amended and restated the Articles of Agreement by deleting the former Articles in their entirely and substituting new Articles. Earlier versions of RVNA's Articles have not been located in RVNA's or EH's records, and are also unavailable on the NH Secretary of State Corporation Division's on-line database.

The three Affidavits of Amendment referenced above, and RVNA's current by-laws, are attached as **Exhibit 1**.

2. Explain how the proposed transaction may affect RVNA with respect to the services it provides.

There are no plans related to this Affiliation that are expected to alter RVNA's provision of services. It is expected that RVNA will continue to operate in the same manner as before the Affiliation for the foreseeable future.

3. How will the proposed transaction expand access to local health care in the context of coordinating and rationalizing clinical programs and services? Agreement for Affiliation (Transaction Agreement or TA) Section 1.1. Does "local" refer to the EH service area, or to the Seacoast Region? Seacoast Region Map, TA Exhibit A.

EH requests confidential treatment of the following information as proprietary business information. Please see Confidential Responses submitted separately.

4. Describe transportation options available from Exeter, Raymond, Seabrook, and Plaistow to Dover.

In addition to personal auto travel to Dover from any of the four locations, the following other transportation options currently exist:

- (a) Train service between Exeter and Dover
- (b) Bus route (several changes) between Exeter and Dover
- (c) Lyft, Uber, taxi and other private ride services

- (d) Community Rides- transportation coordinator; assists with finding transportation options*
- (e) Transportation assistance for Seacoast citizens (TASC) serves Exeter and Seabrook*
- (f) Granite State Independent Living -serves NH; persons with disabilities*
- (g) Disabled American Veterans Transportation Network-serves NH veterans; medical visits*
- (h) American Cancer Society -serves NH; cancer/medical treatment *

5. Describe the components of the "unique culture" of EH, including its affiliates, that the Network Parent will preserve, in light of the plan for the EH board of directors to be comprised of the same persons as the Network Parent board of directors. TA Sections 1.3, 3.14.

Initially, the culture of EH would be expected to change marginally and primarily due to operating system changes (e.g. supply chain functions, information technology platforms, etc.). Over time, EH expects a new cultural paradigm to emerge as a result of a more complete fusion of the three (EH, WDH, MGH) organizations' operations. EH expects that its unique culture will persist in many respects but continue to evolve (as it has throughout EH's history) when that culture is understood and embraced by these organizations' Boards. The three parties to the Affiliation have similar cultures surrounding commitments to mission, integrity, patients, community and staff; this is the common culture ground. The components of the unique culture of EH the question seeks to identify most readily fall into the realm of organizational "texture," not readily found everywhere, including:

- (a) A mix of openness to others' ideas, but exacting clinical care rigor;
- (b) A deep sense of connectedness among staff; and
- (c) Unrelenting self-examination to drive high performance.
- 6. Describe how the plan to integrate primary care, orthopedics, behavioral health/substance use disorder, obstetrics and neonatal care, and cardiovascular may affect services currently offered by EH. TA Section 1.3; Governance Agreement Section 2.1.

EH requests confidential treatment of the following information as proprietary business information. Please see Confidential Responses submitted separately.

7. Provide a status report on the "merger integration plan". TA Section 3.17.

The parties expect that the planning for the operational components of the integration, including the timeline and process for EH's Epic implementation, the leadership organization of the Network Parent and the adoption of Partners and MGH corporate services by EH and the Network Parent will be in the next phase of planning. The clinical leadership of WDH, EH and MGH have had initial "kick-off" service line focused meetings to start to evaluate and plan

^{*}Options derived from organizations' web-sites; there may be additional options.

opportunities for collaborative clinical programs in the areas of primary care, musculoskeletal services, behavioral health and substance use disorder treatment, perinatal, neonatology and inpatient pediatric services and cardiovascular services. The clinicians that are part of these teams will continue to explore service line specific plans and timelines for the expansion and integration of these clinical areas following the closing of the Affiliation.

8. Explain the reasons for the retention of CRICO Strategies to review and report on quality and safety issues at EH. TA Section 3.11, 5.2(d); Governance Agreement Section 7.6.

MGH retained CRICO Strategies ("CRICO") to assist them in due diligence. EH understands that it is standard procedure for Partners Health Care System affiliation transactions, for CRICO to be retained because, following the closing of the Affiliation, EH affiliated institutions and their employed providers will obtain their professional liability insurance coverage through CRICO.

9. Provide a copy of CRICO Strategies' report. TA Section 3.11.

EH regards the Report as confidential peer review material and protected by the Joint Defense Privilege among EH, WDH and MGH.

10. How will the Network Parent board of directors determine whether fees paid to the Partners System provide benefits to Network Parent comparable to those of other organizations in the Partners System, and provided that is it in the best interest of the Network Parent. Network Parent Bylaws 4.1.1(f).

Pursuant to Section 4.1.1(f) of the Network Parent by-laws the Board of Trustees of the Network Parent shall review and approve all budgeted and unbudgeted fees or transfers of the funds of the corporation to any other entity in the Partners system for the support of system-wide initiatives or for other purposes. Partners and MGH would provide to the Board of Trustees such information as it would require for the Board, in the exercise of its fiduciary obligations, to assess the relative benefits and costs and the Board of Trustees would approve any such fees or transfers if the benefits to Network Parent, EH, WDH, and the people in the communities served equal or exceed the value of the transfers or fees. The Trustees would evaluate the transaction based upon economic impact, quality impact, continuity of care impact, population health impact, and support of the charitable mission, among other factors.

11. Since the Network Parent CEO will also serve as the CEO of EH and WDH, will savings in executive compensation necessarily result? If so, how much? Governance Agreement Section VI.

In all likelihood, compensation savings should accrue. The amount of savings, however, has yet to be determined and will not be determined until the Network CEO is hired. See also the answer to Question #34 below.

12. Supply a table showing the annual compensation of Kevin J. Callahan, CEO, received from EH for the period of 2010 through the present, with columns for base salary, bonus, IRC Section 457(f) supplemental retirement distribution, other retirement, split-dollar life insurance, other life insurance, and nontaxable benefits. See, EH 2017 Form 990 Schedule J.

The annual compensation of Kevin J. Callahan, CEO, for the period requested is attached as **Exhibit 12**.

13. Supply a table showing grants by EH to organizations other than those that are health/wellness related or are trade associations, and made from 2010 through the present. See, e.g., EH 2017 Form 990 Schedule I (i.e. Strawbery Banke Museum). For each such grant, state the relationship to the mission of EH and the name of any EH officer or director associated with that organization.

As a charitable trust health care organization, EH provides support to many local community organizations within the communities it serves, some of which, on their face, do not appear to be health/wellness related. However, as outlined in EH's 2013 and 2016 Community Health Needs Assessment, the Social Determinants of Health (SDOH), as described by the CDC, can have a significant impact on a populations' overall health, and funding organizations impacting the SDOHs is consistent with EH's stated mission to improve the health of the community. Attached as **Exhibit 13** is a chart reflecting grants of \$5,000 or more for the period indicated; amounts provided to community organizations of less than this amount are typically event sponsorships or advertising rather than grants, reflected in numerous cost centers, and difficult to identify for the period with any assurance of completeness. The organizations noted on Exhibit 13 align with the five key areas identified in the SDOH, which include: Economic Stability; Education; Social and Community Context; Health and Health Care; Neighborhood and Built Environment.

There are no known EH officers or directors associated with these organizations.

14. Explain the reason for the commitment to develop a Level II Pediatric Nursery at WDH. Governance Agreement, Section 7.4.2. Attach documents justifying such a commitment, such as in a strategic plan or community health needs assessment.

EH requests confidential treatment of the following information as proprietary business information. Please see Confidential Responses submitted separately.

15. What is the estimated initial capitalization needed for the Network Parent? Governance Agreement, Section 8.1.

EH anticipates that \$2,000,000 will need to be individually contributed by EH and WDH to capitalize the Network Parent.

16. Describe the reasons that EH decided to allocate \$20 million for inpatient recapitalization and \$6 million for the Raymond Ambulatory Care Center from the Strategic Investment Fund. Governance Agreement 8.5.3 and Exhibit B.

EH decided to allocate \$20,000,000 for inpatient recapitalization and \$6,000,000 for the Raymond Ambulatory Care Center from the Strategic Investment Fund for the following reasons:

- (a) Exeter Hospital's main medical-surgical floors are in a building that dates from the early 1970s. Many of the rooms are semi-private and along with aging infrastructure it will be necessary to recapitalize this critical component of the hospital. The \$20,000,000 allocation to the Strategic Investment Fund will not fully fund the inpatient initiative but will be a component of the total project cost which is still in the early stages of planning and design.
- (b) The \$6,000,000 for the Raymond Ambulatory Care Center is an estimate of the cost to construct a center in Raymond on land purchased for this purpose, similar to an existing center in Epping and a center that is under construction in Plaistow. The contemplated facility is intended to expand primary care and such specialty services as may be warranted by community need.
- 17. How are fees for Partners Corporate Services determined, and what will be the estimated annual charge to EH? Governance Agreement, Section 8.6. the

EH understands that there are two categories of corporate allocations that will be charged to EH. These include "Operating Services" and "Corporate Services" as outlined below:

- (a) Operating Services. A number of administrative services such as legal, finance, information systems, human resources, etc. are centralized at Partners. These services are allocated to Partners organizations on a consistent basis using detailed allocation statistics intended to approximate actual service utilization. EH would receive these allocations to the extent that EH draws upon or benefits from these services. These allocated costs for services are treated as an operating expense and are included in the annual operating budget of EH.
- (b) <u>Corporate Services</u>. Expenses for Partners corporate overhead that benefit the entire Partners system (referred to as "Parent and System Services") are charged to all Partners hospital entities proportionate to their share of total revenue and are treated as a non-operating expense.

It is premature to estimate the annual charges to EH for these operating services and Parent and System Services since the parties have not yet begun the operational integration planning phase and have not determined variables such as EH's expected use of administrative services and projected revenue.

18. Describe any deliberations among EH directors concerning opportunities for withdrawal from transaction after closing, including the limited opportunities for withdrawal. Network Parent Bylaws, Exhibit A; Governance Agreement, Article X.

EH requests confidential treatment of the following information as proprietary business information. Please see Confidential Responses submitted separately.

19. Provide original cost, most recent year end market value and restriction status for each of EH's donor restricted funds which comprise EH's donor restricted net assets valued at \$19,698,492 and at \$20,964,510. See page 3 of and Note 7 to FY 2018 Audited Financial Statements.

Please see Exhibit 19.

20. Provide a copy of the EH investment policy applicable to donor restricted and board restricted assets as well as a copy of the spending policy for appropriation of donor restricted and board restricted assets for expenditure.

Please see Exhibit 20.

21. EH as the plan sponsor contributed \$2.5 million in FY2017; \$3.086MM in FY 2018 and plans to contribute \$3.5MM in FY2019 to its defined benefit pension plan. FY 2018 Audited Financial Statements, Note 9. What are the projections for funding needed for the plan in the subsequent three fiscal years? Attach copies of the summary annual report delivered to plan participants for the two most recent years.

EH has already contributed \$3.5 million in funding to its Defined Benefit Pension Plan in FY 2019, and plans to contribute an additional estimated \$13.5 million within FY 2019. It is estimated that EH will contribute the following for the next three fiscal years:

FY2020 - \$4,000,000

FY2021 - \$4,500,000

FY2022 - \$5,000,000

Estimated contributions are highly sensitive to interest rate changes and equity market performance of the plan's liabilities and assets, respectively, and accordingly actual contributions may differ from estimated contributions.

A summary plan description for the most recent plan year along with the supplement to the annual funding notice for the last two plan years are attached as **Exhibit 21a**, **21b and 21c**.

22. Attach a copy of the report delivered to the EH board of directors from a national consulting firm retained in the summer of 2016 to consider partnerships.

EH requests confidential treatment of this information as proprietary business information, and which is subject to a confidentiality agreement with the consulting firm.

23. Attach a copy of financial forecasts considered by EH board of directors in 2017 in connection with the consideration of partnerships.

Please see **Exhibit 23**. EH requests confidential treatment of this information as proprietary business information.

24. Explain whether EH received from any of its directors a disclosure that the negotiation or execution of the proposed transaction will result in a direct or indirect pecuniary benefit pursuant to RSA 7:19-a. Director Certification, Tab 25.

Certifications were received from every EH director. No director disclosed any direct or indirect pecuniary benefit pursuant to RSA 7:19-a that would result from or arise in connection with the negotiation or execution of the proposed transaction.

25. Attach a copy of the charity care policy for EH.

Please see Exhibit 25.

26. Explain how EH accounts, if at all, for Disproportionate Share Hospital adjustment payments and Medicaid Enhancement Tax with respect to reporting unreimbursed Medicaid costs in its annual New Hampshire community benefits plan report. Provide the amount and percentage of the adjustment payments and tax with respect to unreimbursed Medicaid care amounts reported for FY 2015 through 2018.

Exeter Hospital does not include Disproportionate Share Hospital receipts or Medicaid Enhancement Tax in its annual New Hampshire Community Benefits Plan report.

27. Explain how EH accounts, if at all, for subsidies provided to EH owned physician practices in its annual New Hampshire community benefits plan report. Provide the amount and percentage of that subsidy with respect to subsidized health services reported for FY 2015 through 2018.

Core Physicians ("Core") claims in its annual Community Benefit plan report subsidies for the following Core physician practices:

- (a) Pulmonary and Critical Care
- (b) Infectious Disease; and
- (c) Interventional Cardiology and Vascular Surgery (other medical specialties)

The aforementioned practices make up 100% of the subsidized Health Services section for the 2015- 2018 reports.

28. Discuss the implementation by EH of specific actions, programs, resources, impact, and evaluation to address the first two priority needs identified in the 2016 Exeter

Hospital Community Health Needs Assessment (access to care — insurance barriers; behavioral health — substance abuse and mental health).

EH works collaboratively with many Seacoast organizations to help meet the needs of its collective communities - including access to health and behavioral healthcare services. In addition to providing financial support to various organizations detailed within the filed Community Benefit Reports, EH provides a Financial Assistance Program to eligible residents.

EH's Community Health Needs Assessment Implementation Plan further outlines specific actions to address the 2016 identified needs

Improving Direct Access to Primary and Behavioral HealthCare:

As a result of the findings of the 2016 CHNA EH continued its financial support to Lamprey Health Care and Families First Health & Support Center. Both organizations provide access to primary and behavioral healthcare for the under and un-insured populations within the Greater Seacoast Region.

In FYs 2017 and 2018 EH provided financial support to Lamprey Health Care with community benefit grants in the amount of \$380,500 each year. Lamprey Health Care provides high quality primary medical care and health related services, with an emphasis on prevention and lifestyle management to all individuals regardless of their ability to pay. Lamprey Health offers an integrated Behavioral Health Program providing access to behavioral services, resources, and counseling. Additionally, Exeter supports Lamprey Healthcare's transportation program, further eliminating access barriers. Services are available for adults and children. As New Hampshire's oldest community health center care it provides services at three centers located in Newmarket, Raymond and Nashua.

In FYs 2017 and 2018 EH provided financial support to Families First in the amounts of \$51,000 and \$38,500. Families First is a community health center offering a wide variety of health services and programs including primary care, behavioral healthcare, prenatal care, dental care and mobile health care for the homeless. In FY 2017 EH increased its support to Families First to place primary care service in Seabrook, NH.

Further, in FY 2017 Exeter Hospital provided \$ 993,124 (calculated at cost) in charity care during FY 2017, and \$ 897,185 (calculated at cost) in charity care during FY 2018.

Improving Access to Behavioral Health-- Substance Abuse and Mental Health

EH partners with Seacoast Mental Health Center, Inc., a not-for-profit corporation based in Portsmouth, NH ("SMH") to offer mental health services to patients and their caregivers in the hospital's Emergency Department and the hospital's Center for Cancer Care. In FYs 2017 and 2018, EH helped to underwrite Seacoast Mental Health's work providing mental health services in the hospital in the amounts of \$463,482 and \$463,725, respectively. This included Seacoast Mental Health's recent placement of a psychiatric nurse practitioner at the hospital to assist with behavioral health issues.

As of June 2019, Core employs a full-time licensed social worker, based in an Exeter adult medicine practice, to provide short-term counseling services for Core patients specifically with behavioral and substance misuse disorders. In addition, Core has three primary care physicians who have recently completed the training, and received medication-assisted therapy ("MAT") waivers, to be able to provide suboxone therapy for Core patients with substance misuse disorders, as an adjunct to these physicians' regular primary care practices. Two more physicians are currently in training for the MAT waivers, and Core has a goal of having at least one such trained physician in each of Core's larger primary care practices as soon as possible.

Additionally, as a result of the findings from both the 2013 and 2016 Community Health Needs Assessments, EH continued its youth suicide prevention initiative awarding financial grants to local non-profits providing services that address **potential risk factors** associated with youth suicidal ideation. **See Exhibit 28 for information about these initiatives**. During FY 2017 and FY 2018, EH provided over \$500,000 total in community impact grants to such organizations.

29. Identify the inpatient and outpatient mental health services offered by EH, including the number of beds and professional staff, for each year from FY2015 through FY2018.

Although Exeter Hospital and Core provide services to patients with mental health issues, neither organization has employed staff that provide mental health services on an inpatient or outpatient basis, holds itself out as providing mental health services on an inpatient or outpatient basis, or bills for any such services. Exeter Hospital currently has no designated beds for psychiatric services, and has not had any for the time period in question.

In attempting to meet the needs of its patients with mental health issues within its scope of capabilities, EH has a services agreement with an existing comprehensive mental health services provider, SMH. Under the SMH contract dated November 1, 2016, SMH provides the following services at Exeter Hospital at the request of any member of the Exeter Hospital medical staff: (i) consultation services by SMH mental health providers appropriately credentialed and privileged at Exeter Hospital, including clinical assessment and diagnosis, therapeutic planning and treatment services for inpatients and patients receiving care in the Emergency Department for more than 24 hours, and liaison services for ongoing care of patients by SMH, as appropriate; (ii) on-call psychiatric consultation services for Exeter Hospital inpatients, up to 2 hours/day; (iii) scheduled SMH psychiatric nurse practitioner services 3.75 hours/day, M-F, to support (i) and (ii); and (iv) monthly hospital rounds by an SMH psychiatrist, primarily for the benefit of EH social workers and case managers, to discuss psychiatric referrals and other patient mental health issues, lead concurrent case reviews, and participate in discussions regarding improving the coordination of care for difficult and challenging patients. SMH bills directly for services that are billable; EH makes monthly payments to SMH to ensure access by its patients to these services under the services agreement and to help subsidize SMH's care for uninsured or underinsured patients. For the period of time from November 1, 2013 through October 31, 2016, a similar agreement was also in place, except for psychiatric nurse practitioner services that were added in the current contract.

For similar reasons, with respect to patients of Core's office practices needing mental health services, for the period in question, Core had in effect a use agreement for the part-time use of Core office space (staffed for reception and patient scheduling only) with the Center for Life Management in a Core pediatric practice in Plaistow from November of 2016 to November of 2018. Core currently has in effect similar use agreements with SMH: (i) in Core pediatric practices in Epping beginning in March, 2014, and in Exeter beginning in December, 2015, and (ii) in a Core adult medicine practice in Hampton beginning in October of 2018. The contracted space was/is for use by mental health providers and counselors, to provide independent services for 1 or more days/week based on need. Core was/is paid on a FMV basis for the part-time use of the practice space: the mental health providers bill directly for their patient services.

30. Explain the nature of the services and the calculation of unreimbursed services in the category labeled Provision of Clinical Settings for Undergraduate Training reported in the October 1, 2018 Community Benefits plan. RSA 7:32-c—l.

Exeter Hospital, Core, and RVNA provide clinical settings throughout the year for undergraduate training. The organizations do not receive any revenue associated with their staff's time involved with this clinical training. The unreimbursed service claimed is the organization's cost associated with the training programs.

- 31. Provide a list of current population health management programs, accountable care organizations, health insurance investments, health care operational joint ventures, and joint purchasing collaboratives in which EH participates. How will those arrangements change, if at all, after the Effective Date?
 - a) EH and Core were participating in NH Accountable Care Partners, an organization under the Medicare Shared Savings Program, until it terminated on June 30, 2019. As of July 1, 2019, EH and Core are participating in NH Cares-ACO, a new ACO under the Medicare Shared Savings Program, with 5 other NH provider organizations. This arrangement will be re-evaluated over time based on new opportunities, if any, that become available as a result of the affiliation. EH has not had specific discussions with WDH or MGH about changes to these arrangements as this would be premature.
 - b) EH and Core are participating in a Medicaid demonstration program under which the state makes performance-based funding to 7 regionally-based Integrated Delivery Networks (IDNs) within NH that serve Medicaid patients with behavioral health needs, and under which behavioral health providers are embedded in some primary care practices. EH and Core participate in the Region 6 IDN, encompassing the Strafford County and Seacoast Regional Public Health Networks. It is probable that this arrangement, or a similar one, will be continued or expanded.
 - c) EH has a social work program in its emergency department with the goal of providing a resource for EH's high risk and chronically ill patients. It is probable that this arrangement, or a similar one, will be continued or expanded.

- d) EH is in a risk-based contract with Anthem BCBS under which EH shares in both its savings and losses. EH does not anticipate any immediate changes in this provider agreement after the Effective Date. EH has not had any discussions with WDH or MGH about managed care contracts, as this would be premature.
- e) EH has several shared savings contracts with our other commercial payors. EH does not anticipate any immediate changes in these provider agreements after the Effective Date. EH has not had any discussion with WDH or MGH about managed care contracts, as this would be premature.
- f) EH has a population health team that coordinates data analytics and risk stratification, chronic disease management, clinical utilization, and care management, and manages its post-acute care relationships. EH expects that the work of this group will benefit greatly from the resources, experience and expertise of the population health personnel at MGH and Partners Healthcare System.
- g) EH currently participates in group purchasing with Premiere and with Yankee Alliance. EH expects that after the Effective Date, those arrangements will be compared with group purchasing programs available through the Partners Healthcare System, and changes will likely be made on the basis of pricing, quality and services.
- 32. How will the proposed transaction expand access to local health care in the context of coordinating and rationalizing clinical programs and services? (TA Section 1.1) Does "local" refer to the WDH service area, or to the Seacoast Region?

WDH requests confidential treatment of the following information as proprietary business information. Please see Confidential Responses submitted separately.

33. Describe how the plan to integrate primary care, orthopedics, behavioral health/substance use disorder, obstetrics and neonatal care, and cardiovascular may affect services currently offered by WDH. (TA Section 1.3; Governance Agreement Section 2.1).

WDH requests confidential treatment of the following information as proprietary business information. Please see Confidential Responses submitted separately.

34. Since the Network Parent CEO will also serve as the CEO of EH and WDH, will savings in executive compensation necessarily result? If so, how much? Governance Agreement Section VI.

As part of the operational integration planning efforts that will begin in the fall, the parties will determine the appropriate staffing model for EH and WDH as a subsidiary of the Network Parent including the extent to which the Network Parent CEO will delegate operational responsibilities for each of EH and WDH to hospital leaders. As the parties have not yet fully determined the scope of the Network Parent CEO's responsibilities and the scope of locally delegated functions and would not begin any executive search process until after the closing, it is premature to anticipate the Network Parent CEO's compensation. However, it is reasonable to

assume that there will be some savings associated with consolidating the two CEO roles into one position.

35. Explain the reason for the commitment to develop a Level II Pediatric Nursery at WDH. Governance Agreement, Section 7.4.2. Attach documents justifying such a commitment, such as in a strategic plan or community health needs assessment.

WDH requests confidential treatment of the following information as proprietary business information. Please see Confidential Responses submitted separately.

36. Explain how WDH accounts, if at all, for Disproportionate Share Hospital adjustment payments and Medicaid Enhancement Tax with respect to reporting unreimbursed Medicaid costs in its annual New Hampshire community benefits plan report. Provide the amount and percentage of the adjustment payments and tax with respect to unreimbursed Medicaid care amounts reported for FY 2014 through 2017.

Prior to 2015, the Disproportionate Share Hospital (DSH) adjustment payments and Medicaid Enhancement Tax (MET) were not reported within Medicaid Costs exceeding reimbursement in our annual Community Benefits report. WDH began reporting the impact of MET/DSH as a component of Medicaid Costs exceeding reimbursement in the annual New Hampshire community benefits plan report in 2015. Had the 2014 impact of the MET/DSH subsidy (\$13,689,761) been included within the Medicaid Costs exceeding reimbursement, the 2014 Medicaid Costs exceeding reimbursement would have been (\$25,459,435).

The chart below displays the amounts submitted for Medicaid Costs exceeding reimbursements from 2014 through 2017, and provides the MET/DSH component of the shortfall for years submitted. The gray column also notes that had the impact of the MET/DSH subsidy (\$13,689,761) been included within the Medicaid Costs exceeding reimbursement, the 2014 Medicaid Costs exceeding reimbursement would have been (\$25,459,435).

	Submitted	With MET/DSH	Submitted	Submitted	Submitted
	2014	2014	2015	2016	2017 (9 mos)
Medicald Enhancement Tax	-	(13,531,204)	(14,751,461)	(15,894,987)	(11,683,069)
Disproportionate Share Revenue	-	(158,557)	4,815,728	_12,989,293	6,535,832
MET/DSH Shortfall included	-	(13,689,761)	(9,935,733)	(2,905,694)	(5,147,237)
Medicaid Shortfall	11,769,674	25,459,435	22,228,270	11,162,064	12,964,731
MET/DSH Shortfall as a component of Medicaid Shortfall	0%	54%	45%	26%	40%

37. Explain how WDH accounts, if at all, for subsidies provided to WDH owned physician practices in its annual New Hampshire community benefits plan report. Provide the amount and percentage of that subsidy with respect to subsidized health services reported for FY 2014-2017.

For 2014 and 2015, WDH reported subsidies in behavioral health and dental health within Community Based Clinical Services. During 2015 (after submitting our 2015 New Hampshire community benefits report), WDH engaged with an independent national consulting firm to review our Form 990 Schedule H community benefits reporting, which resulted in WDH refining our reporting on community benefits and resulted WDH beginning to report on additional subsidized physician practices within our subsidized health services within our New Hampshire community benefits report in 2016.

Beginning with the 2016 report, WDH now reports the subsidies in behavioral health and dental health within Subsidized Health Services, along with other community benefit subsidies WDH provides to owned physician practices. Beginning in 2016, all the subsidized health services reported by WDH were subsidized health services from our WDH owned physician practices. To date, WDH has not reported on subsidized health services provided by the Hospital outside of physician practices.

The chart below displays the subsidized services reported by year, and shows what the 2014 and 2015 subsidized services would have looked like if these services had been reported consistent with reporting in 2016 and 2017.

1	Submitted 2014	With Sub Srvcs 2014	Submitted 2015	With Sub Srvcs 2015	Submitted 2016	Submitted 2017 (9 mos)
Community Based Clinical Services	562,715	2014	697,343	2015	2010	SOTA (A 11102)
Subsidized Health Services - Community Benefits	-	9,925,885	_	12,878,441	15,868,419	13,882,782

38. Explain whether EH received from any of its directors a disclosure that the negotiation or execution of the proposed transaction will result in a direct or indirect pecuniary benefit pursuant to RSA 7:19-a. Director Certification, Tab 26.

We presume you intended this question to refer to WDH directors and not EH directors.

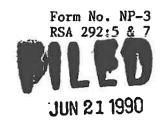
Certifications were received from every WDH director. No director disclosed any direct or indirect pecuniary benefit pursuant to RSA 7:19-a that would result from or arise in connection with the negotiation or execution of the proposed transaction.

39. Attach a copy of the charity care policy for WDH.

Please see attached Exhibit 39.

EXHIBIT 1

Recording Fee: \$25.00 (Note 1) Use black print or type. Leave 1" margins both sides



AFFIDAVIT OF AMENDMENT OF

The Exeter Area Visiting Nurse Association, Inc.

A NEW HAMPSHIRE NONPROFIT CORPORATION

NEW HAMPSHIRE RETARY OF STATE

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o£	agreement	and	the	follow	ing	amen	dment(a) we	re ap	prove	d by	a maj	ority	vote
	the corpor				•				-					

See Attached

A true record, attest:

Date signed

, 1990

Notes: 1. Make check payable to N. H. Secretary of State

2. Clerk, secretary or other officer.

3. Town/city and state.

Mail fee and <u>DUPLICATE ORIGINALS (ORIGINAL SIGNATURES ON BOTH)</u> to: Secretary of State, State House, Rm. 204, Concord, NH 03301-4989.

File a copy with Clerk of the town/city of the principal place of business.

Amend the Articles of Organization of the Exeter Area Visiting Nurse Association by deleting them in their entirety and inserting in their place the following:

ARTICLE I

The name of the corporation shall be Rockingham Visiting Nurse Association.

ARTICLE II

The object for which this corporation is established is to provide community health services that enhance independence and the quality of life. The corporation shall make all services available to individuals and families in a non-discriminatory manner. The services will be made available as the corporation's resources will allow.

ARTICLE III

This corporation is not organized for profit and no part of the net earnings of the corporation shall insure to the benefit of, or be distributable to, its members, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in any political campaign on behalf of any candidate for public Notwithstanding any other provisions of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1954, or any successor thereto, (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 or any successor thereto, or (c) by a voluntary corporation formed under the provisions of Chapter 292 of the Revised Statutes Annotated of New Hampshire and the Amendments thereto.

ARTICLE IV

Upon the dissolution of the corporation, the members shall after payment or making provisions for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954, or any successor thereto, as the members shall determine. Any such assets not so disposed, shall be disposed of the Superior Court of the County in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations which are organized and operated exclusively for such purposes as said Court shall determine.

ARTICLE V

The address at which the business of this Corporation is to be carried on is 108 High Street, Exeter, New Hampshire

ARTICLE VI

There shall be no capital stock of the corporation.

Recording Fee: \$25.00 (Note 1) Use black print or type. Leave 1" margins both sides.

Form No. NP 3 RSA 292:5 & 7

AFFIDAVIT OF AMENDMENT OF

FEB 1 0 1992

Rockingham Visiting Nurse Association, Inc. Association A NEW HAMPSHIRE NONPROFIT CORPORATION

NEW HAMPSHIRE SECRETARY OF STATE

	James A.	Shuchman,	Esq.	, the undersi	gned, being the
President	(Note	2) of the	above named	New Hammehire	Bonnyoft
poration, do hereby	certify	that a mee	ting was hel	ld on January	30 . 19 92.
-u Raymond		(Note 3).	for the pur	nose of amendi	ng the extision
of agreement and th	ne follow:	ing amendm	ent(s) were	approved by a	majority vote
of the corporation:					

Article I of the Articles of Organization is amended by substituting Rockingham Visiting Nurse Association and Hospice for Rockingham Visiting Nurse Association.

A true record, attest

(Signature) James A. Shuchman, Esq., President

Notes: 1. Make check payable to N. H. Secretary of State.

Clerk, secretary or other officer.

Town/city and state.

Mail fee and DUPLICATE ORIGINALS (ORIGINAL SIGNATURES ON BOTH) to: Secretary of State, State House, Rm. 204, Concord, NH 03301-4989.

File a copy with Clerk of the town/city of the principal place of business.

STATE OF NEW HAMPSHIRE

Recording Fee: \$25.00 (Note 1) Use black print or type. Leave 1" margine both sides.

Form No. NP 3 RSA 292:5 & 7

AFFIDAVIT OF AMENDMENT OF

Rockingham Visiting Nurse Association and Hospice - A NEW HAMPSHIRE HONPROFIT CORPORATION

Donald Delery , the undersigned, baing the Secretary (Note 2) of the above named New Hampshire monprofic corporazion, do hereby certify that a meeting was held on February 22, 1996, to Raymond (Note 3), for the purpose of amending the atticles of agreement and the following amendment(s) ware approved by a majority vote of the corporation:

See attached

APR - 1 1996 WILLIAW W. GARDNER NEW HAMPSHIRE SECRETARY OF STATE

) 1015	2α .	
A true record,	attest:	(Signa	ture)	
Date signed	<u> 3/28</u>	, 19 <u>96</u>	0	

Notes: 1. Make check payable to N. H. Secretary of State.
2. Clerk, secretary or other officer.

3. Town/city and state.

Mail fee and DUPLICATE ORIGINALS (ORIGINAL SIGNATURES ON BOTH) to: Secretary of State, State House, Rm. 204, Concord, NR 03301-4989.

File a copy with Clerk of the town/city of the principal place of business.

12/69

(N. H. - NZ 21.05 - 3/14/90)

Amend and restate the Articles of Agreement of the Rockingham Visiting Nurse Association and Hospice by deleting them in their entirety and inserting in their place the following:

ARTICLE I.

The name of the corporation shall be Rockingham Visiting Nurse Association and Hospice.

ARTICLE II.

The object for which this corporation is established is: See Continuation Sheets 2A, 2B and 2C

ARTICLE III.

The Corporation's sole Member is Exeter Health Resources, Inc., a non-profit New Hampshire voluntary corporation. The right to amend the By-Laws of the Corporation is reserved exclusively to the Member.

ARTICLE IV.

The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and the members to corporate assets are:

See Continuation Sheet 4A.

ARTICLE V.

The address at which the business of this corporation is to be carried on is:

10 Buzzell Avenue Exeter, NH 03883

ARTICLE VI.

The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are:

No stock or membership certificates are authorized and none will be issued.

ARTICLE VII.

Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary as a director, an officer or both is:

See Continuation Sheet 7A

CONTINUATION SHEET 2A

The Corporation is organized and shall at all times be operated exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and within the meaning of Chapter 292 of the Revised Statutes Annotated of New Hampshire, as amended. Without limiting the generality of the foregoing, the Corporation may engage in the following activities:

- (a) To provide community health services that enhance independence and the quality of life;
- (b) To make such services available to individuals and families in a non-discriminatory manner;
- (c) To make these services available as the Corporation's resources will allow; and
- (d) To engage in such other activities as may be appropriate and as are consistent with the above purposes and with Chapter 292 of the Revised Statutes Annotated of New Hampshire, as now in force or hereafter amended, and with the Corporation's status as an organization described in Section 501(c)(3) of the Code;

provided that, the Corporation shall operate exclusively for the benefit of, to perform the functions of, or to carry out the purposes of Exeter Health Resources, Inc. and its affiliated non-profit corporations, if any, and shall so operate for the benefit of any said entity only while and to the extent said entity constitutes an entity exempt from taxation under Section 501(c)(3) of the Code and described in Section 509(a)(1) or Section 509(a)(2) of the Code as not being a private foundation.

CONTINUATION SHEET 2B

The Corporation shall have and may exercise all powers necessary or convenient to effect any or all of the purposes for which the Corporation is formed, as provided or permitted under New Hampshire law. Notwithstanding the foregoing:

- (i) The Corporation shall not exercise any power or authority, nor shall it engage in any activity, which is not permitted to be carried on (A) by a corporation exempt from federal income tax and described in Section 501(c)(3) of the Code or (B) by a corporation contributions to which are deductible under Section 170(c)(2) of the Code.
- (ii) No part of the assets of the Corporation and no part of the net earnings, if any, of the Corporation shall be divided among or inure to the benefit of any director, officer, employee or any private individual, or be appropriated for any purposes other than the purposes of the Corporation as herein set forth, and no director, officer, employee or any private individual shall ultimately share in the distribution of any of the corporate assets on dissolution of the Corporation, except that reasonable compensation may be paid for services rendered to or for the Corporation.
- (iii) No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, nor shall the Corporation participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

All references in these Articles of Agreement: (i) to the Internal Revenue Code shall be deemed to refer to the Internal Revenue Code of 1985, as now in force or hereafter amended; (ii) to the Revised Statutes Annotated of New Hampshire or any chapter thereof, shall be deemed to refer to said Revised Statutes Annotated or chapter as now in force or hereafter amended; and (iii) to particular sections of the Internal Revenue Code or the Revised Statutes Annotated of New Hampshire shall be deemed to refer to similar or successor provisions hereafter adopted.

CONTINUATION SHEET 2C

It is not intended that the Corporation be a private foundation as that term is defined in Section 509 of the Internal Revenue Code. However, in the event that the Corporation be recognized as a private foundation, then notwithstanding any other provisions of these Articles of Agreement or the By-Laws of the Corporation, the following provisions shall apply:

- (i) The Directors shall distribute the income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code.
- (11) Any other provisions of this instrument notwithstanding, the Directors shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code; nor retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code; nor make any investments in such manner as to incur tax liability under Section 4944 of the Internal Revenue Code; nor make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

Persons of any race, religion, nationality, age, disability or sex shall be entitled to all the rights, privileges, programs and activities generally made available to participants in the Corporation, its programs and activities, and the Corporation shall not discriminate on the basis of race, religion, nationality, age, disability or sex in administering its policies and programs.

CONTINUATION SHEET 4A

Upon dissolution or liquidation of the Corporation, all remaining assets of the Corporation after paying or making provision for the payment of all of the liabilities of the Corporation (except any assets held upon condition requiring return, transfer or other conveyances in the event of dissolution, which assets shall be returned, transferred or conveyed in accordance with such requirements) shall be distributed to Exeter Health Resources, Inc. or its successor, provided that such entity is then in existence and qualified as a tax-exempt organization described in Section 501(c)(3) of the Code. In the event that Exeter Health Resources, Inc. or its successor is not so qualified, or is not then in existence, the Corporation shall dispose of such assets exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, scientific, or educational purposes and qualified as a tax-exempt organization or organizations described in Section 501(c)(3) of the Code, as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the court of general jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for the purposes of the Corporation in such manner, or to such taxexempt organization or organizations described in Section 501(c)(3) of the Code, as said court shall determine, provided that such organization or organizations have similar purposes and are exempt from taxation under the provisions of Section 501(c)(3) of the Code.

CONTINUATION SHEET 7A

No Director or officer of this Corporation shall be personally liable to the Corporation or its Member for monetary damages for breach of fiduciary duty as a Director or officer notwithstanding any provision of law imposing such liability; provided that such limitation shall be effective only to the extent that the Corporation's status as an organization exempt under Section 501(c)(3) and described in Section 509(a) of the Internal Revenue Code is not adversely affected thereby; and provided, further, that this Article shall not eliminate or limit any liability of a Director of officer (i) for any breach of the Director's or officer's duty of loyalty to the Corporation or its Member, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a known violation of law, or (iii) for any transaction from which the Director or officer derived an improper personal benefit. No amendment or repeal of this Article shall adversely affect the rights and protection afforded to a Director or officer of this Corporation under this Article for acts or omissions occurring while this Article is in effect.

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ROCKINGHAM VISITING NURSE ASSOCIATION & HOSPICE BYLAWS

ARTICLE I THE CORPORATION

- 1.1 <u>Articles of Agreement</u>: The name of the corporation (the "Corporation"), the purposes for which it is established, and the address of its registered office shall be as set forth in the Articles of Agreement, as from time to time amended, and these By-Laws. All matters concerning the regulation and management of the affairs of the Corporation shall be subject to such provisions in regard thereto, if any, as are set forth in such Articles of Agreement, and such Articles of Agreement are hereby made a part of these By-Laws.
- 1.2 Corporate Seal: The Trustees may adopt and alter the seal of the Corporation.
- 1.3 Fiscal Year: The fiscal year of the Corporation shall end on September 30.

ARTICLE II MEMBER, MEETING OF THE MEMBER

- 2.1 <u>Membership</u>: The sole Member of the Corporation shall be Exeter Health Resources, Inc., a non-profit New Hampshire voluntary Corporation, or its successor in interest (the "Member"), which shall have all of the membership rights conferred by law, the Articles of Agreement and these By-Laws.
- 2.2 Powers and Rights: The Member shall have the power to change the Corporation's corporate name, cause the Corporation to merge or consolidate with or acquire any corporation organized under Chapter 292 of the Revised Statutes Annotated of New Hampshire (as amended), amend the Corporation's Articles of Agreement, or dissolve the Corporation, and shall have such other powers and rights as may be reserved to it by law, the Articles of Agreement or these By-Laws. In addition, the Member shall have the right to elect Trustees as provided in Section 3.1, and may take any action permitted or required of it by law, the Articles of Agreement or these By-Laws. The Member may take any such action by vote of its Board of Trustees or by or through any person or persons designated by its Board of Trustees to act on its behalf. Any such action may also be taken without a meeting by written communication of a duly authorized representative of the Member acting within the limits of said representative's authority. Any such action by the Member or its duly authorized representative shall be filed with the Secretary of the Corporation.
- 2.3 <u>Annual Meeting</u>: The annual meeting of the Member shall be conducted by written vote pursuant to the authority granted to the President of the Member by its Board of Trustees as soon as practicable after such authority is granted but in any event prior to the annual meeting of the Board of Trustees.

ARTICLE III BOARD OF TRUSTEES

3.1 <u>Number and Composition</u>: The Board of Trustees (the "Board") shall consist of five (5) persons, including the President of the Member <u>ex-officio</u>, the Treasurer of the Member <u>ex-officio</u>, and three (3)

- persons elected by the Member (the "Elected Trustees".) An <u>ex-officio</u> Trustee shall be entitled to vote. An <u>ex-officio</u> Trustee shall automatically cease to hold office as of the date he/she ceases to hold his/her position as officer of the Member. Trustees shall be at least twenty-one (21) years of age and shall have demonstrated their awareness of the purposes and objectives of the Corporation and their capabilities in leadership and governance. Any vacancy in the Board may be filled by the Member. Each successor shall hold office for the unexpired term or until he/she sooner dies, resigns, is removed or otherwise becomes disqualified. The Board shall have and may exercise all its powers notwithstanding the existence of one or more vacancies among the Trustees.
- 3.2 <u>Election and Tenure</u>: Trustees shall be elected (or ratified, in the case of the <u>ex-officio</u> Trustee) by the Member at the annual meeting of the Member. Each Trustee shall hold office for a term of one (1) year and until his/her successor is duly elected and qualified, or until he/she sooner resigns, is removed or otherwise becomes disgualified.
- Powers and Responsibilities: Except as otherwise provided by law, the Articles of Agreement or these By-Laws, the affairs of the Corporation shall be managed by the Board, which shall have and may exercise all the powers of the Corporation in accordance with its legal responsibilities, except those powers reserved to the Member by law, the Articles of Agreement or these By-Laws. Notwithstanding any provision of these By-Laws to the contrary, the Board shall have no authority, except upon the prior express approval of the Member, to: (a) amend the Articles of Agreement or By-Laws of the Corporation; (b) merge consolidate or dissolve the Corporation; (c) sell, transfer, distribute, lease or encumber all or substantially all of the assets of the Corporation; or (d) donate, loan or invest any assets of the Corporation in excess of \$10,000.00
- 3.4 Removal: An elected Trustee may be removed with or without cause by vote of the Member.
- 3.5 <u>Resignation</u>: A Trustee may resign by delivering his/her written resignation to the President or Secretary of the Corporation, to a meeting of the Member or the Board or to the Corporation at its principal office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time.)
- 3.6 Regular Meetings: Regular meetings of the Board, including the annual meeting, which shall be immediately following the annual meeting of the Member, shall be held with such frequency and at such places and at such times as the Board may determine. No call or notice shall be required for regular meetings of the Board. At least one regular meeting shall occur in February or March and shall be designated the "annual meeting". At such annual meeting, the Board of Trustees shall: (a) elect officers of the Corporation; (b) authorize the President to exercise the Corporation's authority, if any, as member or stockholder of other entities, to conduct such entities' respective annual membership or stockholders meetings and thereby elect such entities directors or trustees, as the case may be; and (c) take such other actions as are required annually.
- 3.7 <u>Special Meetings</u>: Special meetings of the Board may be held at any time and at any place when called by the President or by the Secretary when he/she is requested to do so by any Trustee in writing. Notice of the time and place of special meetings of the Board shall be given to each Trustee by the Secretary, or if the Secretary is unable, by the President or his/her designee, not less than two (2) days before the date of such meeting. Such notice shall specify the purpose or purposes for which the meeting has been called, and no business other than that stated in the notice shall be conducted.

- 3.8 <u>Waiver of Notice</u>: Attendance of a Trustee at a meeting shall constitute waiver or notice of the meeting, except when the Trustee protests the lack of notice to him/her either prior to or at the commencement of the meeting, and except when the Trustee attends the meeting for the express purpose of objecting to the transaction of business at the meeting because the meeting was not lawfully called or convened. In addition, whenever notice of a meeting is required, such notice need not be given to any Trustee if a written waiver of notice, executed by him/her (or his/her attorney "hereunto authorized") before or after the meeting, is filed with the records of the meeting.
- 3.9 <u>Quorum and Voting</u>: Each Trustee shall be entitled to one vote and shall be counted in determining the existence of a quorum. At any meeting of the Board, a majority of the Trustees present in person shall constitute a quorum. Any meeting may be adjourned by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice. When a quorum is present at any meeting, a majority of the votes properly cast shall decide any question, including election of officers, unless otherwise provided by law, the Articles of Agreement, or these By-Laws.
- 3.10 <u>Action by Writing</u>: Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all the Trustees consent to the action in writing and the written consents are filed with the records of the meetings of the Board. Such consents shall be treated for all purposes as a unanimous vote at a meeting.
- 3.11 <u>Action by Telephone</u>: Unless otherwise provided by law or by the Articles of Agreement, the Trustees or Members of any committee designated thereby may participate in a meeting of the Board or a committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

ARTICLE IV COMMITTEES OF THE BOARD OF TRUSTEES

4.1 <u>Committees of the Board of Trustees</u>: Committees may be appointed by the Board for such special tasks as circumstances may warrant. Except as otherwise provided by law, the Board may delegate to any such committee such powers of the Board as the Board shall specifically confer; <u>provided that</u> the only voting members of such committee are Trustees. The Board may appoint individuals who are not Trustees to act as members of committees, which act in advisory capacity only. All members of committees shall hold office at the pleasure of the Board and the Board may abolish any committee at any time. Committees shall limit their activities to the accomplishment of the tasks for which created and appointed. The Board shall have power to rescind any action of any committee, but no such action shall have retroactive effect. Upon completion of the task for which appointed, committees shall stand discharged.

ARTICLE V OFFICERS AND AGENTS

5.1 <u>Number and Composition</u>: The principal officers of the Corporation shall be a Chairman, a President, a Treasurer, and a Secretary. The Board may elect and appoint such further officers and agents as the Board may determine. The Board shall appoint all officers of the Corporation pursuant to the procedures

- set for in Section 5.2 unless required by law, an officer need not be a Trustee. To the extent permitted by law, a person may hold more than one office; however, no employee of the Corporation may hold the position of Chairman of the Board. If required by the Board, any officer or agent shall give the Corporation a bond for the faithful performance of his/her duties in such amount and with such surety or sureties as shall be satisfactory to the Board.
- 5.2 Election and Tenure: Candidates for election as principal officers or to fill vacancies in principal offices shall be nominated by the Member. At its annual meeting or at a special meeting in lieu, thereof, the Board shall elect all principal officers to hold office until the next annual meeting of the Board, unless a shorter period shall have been specified by the terms of their election, or until the officer, sooner resigns, is removed or otherwise becomes disqualified. Vacancies in offices may be filled by the Board, upon nomination by the Member, to hold such office for the remainder of the unexpired term. Each appointed officer and agent shall retain his/her authority at the pleasure of the Board.
- 5.3 <u>Chairman</u>: The Chairperson of the Board of Trustees shall determine an agenda, call and preside at all meetings of the Board except as the Board shall otherwise determine and shall have such other powers and duties as may be determined by the Board.
- 5.4 <u>President</u>: The President shall be the Chief Executive Officer of the Corporation and, subject to the control of the Board, shall have general charge and supervision of the affairs of the Corporation. The President shall also serve as the executive representative of the Board in all matters in which the Board has not formally designated another person for the purpose.
- 5.5 <u>Treasurer</u>: The Treasurer shall be the Chief Financial Officer of the Corporation. Subject to the control of the Board, he/she shall be in charge of the Corporation's financial affairs, funds, securities and valuable papers and shall keep full and accurate records thereof. He/she shall have such other duties and powers as designated by the Board or the President. He/she shall also be in charge of the Corporation's books of account and accounting records and of its account procedures.
- 5.6 <u>Secretary</u>: The Secretary, who shall be a resident of New Hampshire, shall record and maintain records of all proceedings of the Board in a book or series of books kept for that purpose, which book or books shall be kept at the principal office of the Corporation. Such book or books shall also contain records of all meetings of incorporators and the original, or attested copies, of the Articles of Agreement and By-Laws and the names of the Member and all Trustees and the address of each. If the Secretary is absent from any meeting of Member or Board, a temporary Secretary chosen at the meeting shall exercise the duties of the Secretary at the meeting.
- 5.7 <u>Suspension or Removal</u>: Any officer may be suspended or removed with or without cause by vote of the Member, subject, however, to the terms of any written contract between such officer and the Corporation.
- 5.8 Resignation: An officer may resign by delivering his/her written resignation to the President, Treasurer or Secretary of the Corporation, to the Member, to a meeting of the Board or to the Corporation at its principal office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time.)

ARTICLE VI CONFLICTS OF INTEREST

6.1 <u>Conflicts of Interest</u>: The Board of Trustees of Rockingham Visiting Nurse Association and Hospice, Inc. shall adopt conflict of interest policies requiring disclosure of such conflicts and guidelines for resolution. Such policies shall comply with applicable state and/or federal requirements.

ARTICLE VII EXECUTION OF PAPERS

7.1 Execution of Papers: The Board may authorize any officer or officers to enter into any contract or agreement to execute and deliver any deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other instruments and obligations on behalf of the Corporation. Such authority may be general or confined to specific instances.

ARTICLE VIII VOTING AS STOCKHOLDER OR MEMBER OF OTHER CORPORATIONS OR ORGANIZATIONS

8.1 <u>Voting as Stockholder or Member of other Corporations or Organizations</u>: Unless otherwise provided by the Board, the President or Treasurer may waive notice of an act on behalf of the Corporation, or appoint another person or persons to act as proxy or attorney in fact for the Corporation with or without discretionary power or power of substitution, at any meeting of stockholders of any other corporation or organization, any of the securities of which are held by the Corporation, or at any meeting of member of any other corporation or organization of which the Corporation is a member.

ARTICLE IX PERSONAL LIABILITY

9.1 Personal Liability: The Trustees, officers and agents of the Corporation shall not be personally liable for any debt, liability or obligation of the Corporation. All persons, corporations or other entities extending credit to, contracting with, or having any claim against, the Corporation, may look only to the funds and property of the Corporation for the payment of any such contract or claim or for the payment of any debt, damages, judgement or decree, or of any money that may otherwise become due or payable to them from the Corporation.

ARTICLE X INDEMNIFICATION

10.1 <u>Indemnification</u>: Subject to the terms of this Article, the Corporation shall indemnify any person who is or was a party to any pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Trustee or officer of the Corporation if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. Subject to the terms of this Article, the Corporation may indemnify any person who is or was a party to any pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was an employee or agent of the Corporation, or, to the extent permitted by law, by reason of the fact that such person is or was serving at the request of the Corporation as a

- trustee, director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, if, without limitation, such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The indemnification provided by the Corporation pursuant to this Article, if any, shall be against expenses (including attorneys' fees), judgements, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding. The termination of any action, suite or proceeding by judgement, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which such person reasonably, believed to be in the best interests of the Corporation, or, with respect to any criminal action or proceeding, that a person did not have reasonable cause to believe such person's conduct was unlawful.
- 10.2 Notwithstanding anything in this Article to the contrary, the Corporation shall not indemnify any person: (a) in connection with a proceeding by or in the right of the Corporation in which the person was adjudged liable to the Corporation; or (b) in connection with any other proceeding charging improper personal benefit to such person, whether or not involving action in such person's official capacity, in which such person was adjudged liable on the basis that personal benefit was improperly received by such person.
- 10.3 Indemnification of officers or Trustees pursuant to this Article shall be granted by the Corporation only after a determination by the Board of Trustees that indemnification is proper in the circumstances because such Trustee or officer has met the applicable standard of conduct set forth herein. Indemnification of persons other than Trustees or officers pursuant to this Article shall be granted by the Corporation only as authorized in the specific case by the Board of Trustees, which shall include, without limitation, a determination that indemnification is proper in the circumstances because such person has met the applicable standard of conduct set forth herein. Indemnification of persons other than Trustees or officers pursuant to this Article shall be granted by the Corporation only as authorized in the specific case by the Board of Trustees, which shall include, without limitation, a determination that indemnification is proper in the circumstances because such person has met the applicable standard of conduct set forth herein. Any authorization of indemnification, and any determination pursuant to this subsection that indemnification is proper in the circumstances because the person has met the applicable standard of conduct set forth herein shall be made by either: (a) the Board of Trustees, where both the minimum quorum required to hold a meeting of the Board and a majority of the Trustees who are not, at the time of the vote, parties to the applicable proceeding; or (b) if such a quorum or vote cannot be obtained, by majority vote of a committee duly designated by the Board of Trustees, the vote for which designation may include Trustees who are parties to the applicable proceeding, which committee consists solely of two (2) or more Trustees who are not, at the time of the committee vote, parties to the applicable proceeding; or (c) by special legal counsel selected either (i) by the Board in the manner described in subsection (a) hereof or a Board committee designated and acting in the manner described in subsection (b) hereof, or (ii) if such a Board quorum or vote cannot be obtained and such a Board committee cannot be designated, by majority vote of the full Board of Trustees, which vote may include Trustees who are parties to the applicable proceeding.
- 10.4 Expenses (including attorneys' fees) reasonably and actually incurred by a person who is a party to such a proceeding may be paid or reimbursed by the Corporation in advance of final disposition of the proceeding if:

- a. the person furnishes to the Corporation a written affirmation of such person's good faith belief that such person has met the standard of conduct required herein;
- the person furnishes to the Corporation a written unlimited general undertaking, which need not be secured and may be accepted without reference to financial ability to make repayment, executed personally or on such person's behalf, to repay the advance if it is ultimately determined that such person did not meet such standard of conduct;
- c. a determination is made, in the manner described in Subsection 10.3 hereof, that the facts then known to those making the determination would not preclude indemnification under this Article.
- 10.5 The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any law, By-Law, agreement, vote of disinterested Trustee, or otherwise, both as to action in the person's official capacity and as to action in another capacity while holding such office; shall continue as to a person who has ceased to be serving in the position which gave rise to the indemnification; and shall inure to the benefit of heirs, executors and administrators of such a person.
- 10.6 The Corporation may purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee or agent of the Corporation, or who is or was serving at the request of the Corporation as trustee, director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against liability asserted against or incurred by such person in any such capacity or arising from such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this Article.
- 10.7 No provision of this Article is intended to, nor shall it prevent, a settlement by the Corporation prior to final adjudication of any claim against the Corporation, including, without limitation, any claim for reimbursement or indemnification under this Article, when such settlement appears to be in the best interest of the Corporation.

ARTICLE XI AMENDMENTS

11.1 Amendments: These By-Laws shall be reviewed periodically by the Secretary and dated to indicate the time of such review. The Secretary shall submit his findings of review to the Trustees for consideration and action. These By-Laws may be altered, amended or repealed in whole or in part by the Trustees, subject to change by action of the Members, except with respect to any provision thereof which by law, the Articles of Agreement or these By-Laws requires action by the members. No later than the time of giving notice of the meeting of the members next following the making, amending, or repealing by the Trustees of any By-Laws, notice thereof stating the substance of such change shall be given to all members.

Reviewed and/or Amended: November, 1996:

Secretary

Reviewed and/or Amended	: March, 1998:	Alle		
		Secretary		
Reviewed and/or Amended:	December, 1999:	Secretary		
Reviewed and/or Amended:	February, 2001:	Secretary		
		Mil -		
Reviewed and/or Amended:	April, 2003:	Secretary		
		,		
Reviewed and/or Amended:	December, 2003:	Julie-		
		Secretary		
		Alle		
Reviewed and/or Amended:	December, 2004:	V		
		Secretary		

EXHIBIT 12

Kevin J. Callahan, CEO

	(F) Compensation in Column (B) Reported as Columns Deferred on Prior (B)(i)-(D) Form 990		\$2,541,831.00 \$1,120,000.00	\$1,041,148.00	\$989,649.00	\$938,213 00	\$798,245.00	\$959.306.00	\$960 463 00
	(D) Nontaxable Benefits		\$24,924.00	\$23,420.00	\$29,239.00	\$30,770.00	\$27,076.00	\$25,218.00	\$22.148.00
	(C) Retirement and Other Deferred Compensation	115/2019	\$167 950.00	\$167,950.00	\$167,800.00	\$167,650.00	\$167,500.00	\$167,350.00	\$174,700.00
ompensation	(iii) Other Reportable Compensation	990 not filed yet so information is not available;anticipated filing by 8/15/2019	\$1,529,260.00	\$50,481.00	\$66,581.00	\$74,941.00	\$93,800.00	\$100,252.00	\$97,514.00
(B) Breakdown of W-2 and/or 1099 MISC Compensation	(ii) Bonus & Incentive	formation is not availabl	\$210,000.00	\$210,060.00	\$150,000.00	\$121,000.00	\$0.00	\$175,000.00	\$175,136.00
(B) Breakdown of W	(i) Base Compensation	990 not filed yet so in	\$609,697.00	\$589,297.00	\$576,029.00	\$543,852.00	\$509,869.00	\$491,486.00	\$490,965.00
	IRS Year	2017	2016	2015	2014	2013	2012	2011	2010

EXHIBIT 13

Source: Exeter Health			
Resources Form			
990 schedule I	Name of Organization	Amount	Purpose of Grant or Assistance
Form 990 I - 2015	Seacoast United Foundation	\$5,400	Assist in the organization's mission to provide scholarships for various sports leagues in order to
	Friends of Stratham Baseball	\$5,000	Sponsorship of youth baseball league
Form 9901 - 2016	Friends of Stratham Baseball	\$5,000	Sponsorship of youth basebali league
	Strawbery Banke Museum	\$5,000	Support museum's mission to promote understanding of the lives of finding 1.1.
			community through encounters with the history and ongoing preservation of a New England seaport neighborhood.

Source: Exeter Hospital Form			
990 schedule I	Name of Organization	Amount	Purpose of Grant or Assistance
Form 990 I - 2013	Community College of NH Foundation	\$5,000	Contribution to support the community college to make higher education more accessible
Form 990 I - 2014	The NH Fisher Cats Charitable Foundation	\$5,000	Supports the organization's dedication to bettering the lives of NH vourh
Form 990 I - 2015	Business and Industry Association of NH	\$5,000	Support association's mission to promote a healthy climate for job creation and a strong NH economy.
	Community College of NH Foundation	\$5,600	Contribution to Great Bay Community College's Distinguished Leaders Program
	Exeter Junior Baseball League	\$8,000	Supports the organization's primary purpose which is to develop good sportsmanship among all players for the betterment of their emotional and social well-being
Form 990 I - 2016	Community College of NH Foundation	\$10,000	Contribution to Great Bay Community College's Distinguished Leaders Program
	Exeter Junior Basebail & Softball League	\$7,000	Supports the organization's primary purpose which is to develop good sportsmanship among all players for the betterment of their emotional and social well-being
	Prescott Park Arts Festival Inc.	\$5,000	Promotes artistic excellence in the community
	University of NH Foundation, Inc.	\$7,500	Supports Northeast Passage's adaptive sports and recreation programs

EXHIBIT 19

Exeter Health Resources, inc. Consolidated Temporarily Restricted Fund Balances

As of 9/30/18	EHR	EH	RVNA	Total
Family Center Bereavement Progam	100	470	0	570
Beyond the Rainbow(Cancer Center)	(222)	77,781	0	77,559
Cardiac Care Fund	377	50	0	427
Cardiology Fund	0	1,700	0	1,700
Cardiac Rehab Scholarship Fund	127	0	0	127
Dr. Flores - Guatemala Medical Trips	4.517	ō	ō	4,517
EH Associates - Bike helmets	3	ō	ő	3
EH Associates - Newborn Portable Scale	219	Ö	ŏ	219
EH Associates - Salary expense gift shop	(1.593)	Ö	ō	(1.593)
EH Spiritual Care	673	Õ	ő	673
Health Reach Community Outreach	538	0	o	538
HealthReach Pediatric Audology Program	5,301	0	ō	5.301
Ina Smith-annual Income uncompensated care	20,266	0	0	20,266
Jennifer Joyce-Hayn e Memorial	477	0	0	477
Kathleen Schusler Fund(Nurse Education)	0	19.401	0	19,401
Lactation Program	24	0	0	24
Laps for Life(Cancer Center)	226	0	ō	226
Mason's Magic Fund	(1,102)	2,849	ō	1,747
Matusow Fund(education)	241	0	Ō	241
MSK Innovation Fund	0	15,050	0	15,050
Nickerson(Kidney inItiatives)	69.582	0	Ô	69,582
Oncology General Fund	0	182,936	0	182,936
Oncology Creative Art Therapy	3,995	1,175	0	5,170
Patient Pillows	(864)	0	Ô	(864)
Pediatric Rehab-Associates	2,601	0	0	2,601
Progressive Care Unit (PCU)	0	99	0	99
Prostate Seed Program	0	19,129	0	19.129
Pulmonary Rehabilitation	0	50	0	50
Radiation Therapy	158,557	0	0	158,557
Special Event Fund	0	4.000	0	4,000
We Care Fund(Gerneral needs)	0	0	4,119	4,119
Wharton Fund(cardiac care)	0	43,831	0	43,831
Women's Wellness	0	2,214	Ō	2,214
Annual appeals	627,121	0	Ö	627,121
Total	891,164	370,735	4,119	1,266,018

Note: All of the above funds are either temporarily restricted for the purpose intended under column A or the general needs of the specific service line or entity.

Original cost is not available as most of these funds are dynamic with receipts coming in and expenditures for the intended purpose going out.

Donor restricted funds per the 09/30/2018 EHR audited consolidated financial statements are made up of permanently restricted funds (Endowment) below and temporarily restricted funds (specific purpose). See attached spreadsheet,

RESTRICTED FUNDS (ENDOWMENT)

PROFILE TESTONES (ENDO		****	
	ORIGINAL DONATION	MOST RECENT YEAR END	
COMPANY	AMOUNT	MARKET VALUE	RESTRICTION STATUS
Exeter Hospital	<u>\$16,769,321</u>	\$16,769,321	Principal restricted; income to be used for hospital needs
Exeter Health Resources	<u>\$2,517,854</u>	\$2,517,854	Principal restricted; income to be used for hospital needs
RVNAH	Not available	\$411,317	Beneficial interest in perpetual trust; income received annually
TOTAL		\$19,698,492	

EXHIBIT 20

EXETER HEALTH RESOURCES, INC. EXETER HOSPITAL, INC. RESTATED BOARD DESIGNATED FUNDS AND ENDOWMENT FUNDS INVESTMENT POLICY

Purpose and Responsibilities

This document establishes the Investment Policy for the Exeter Health Resources, Inc. ("EHR") and Exeter Hospital, Inc. ("EH") (together, the "Corporations") Board Designated Funds and Endowment Funds.

For the purposes of this policy:

"Board Designated Funds" are defined as unrestricted funds set aside by the Corporations' Boards of Trustees (the "Board") for investment; and

"Endowment Funds" are defined as funds that were donated to EHR or EH, which are not restricted as to investment but are restricted by the original donor as to expenditure of principal and/or income.

The Corporations' Boards have ultimate fiduciary responsibility for investment of their Board Designated Funds and Endowment Funds in a prudent manner in accordance with all applicable law. The Asset Allocations, Asset Classes, Performance Expectations, and other provisions of this Policy are the Boards' determinations of the appropriate balance of return seeking and the Corporations' risk tolerance as of the date of this Policy, taking into account anticipated spending from the Board Designated Funds and Endowment Funds, inflation, fees, the missions of EHR and EH, and other relevant factors.

The Executive Committees of the Boards (the "Executive Committees"), as authorized by the EHR By-Laws and the EH By-Laws, respectively, are responsible to act on behalf of the Boards for implementation of this Policy and managing the investment process.

By the adoption of this Restated Policy, the EH Executive Committee hereby delegates to EHR the retention and management of investment companies for the investment of EH Board Designated Funds and EH Endowment Funds, it being understood and agreed that such funds will be similarly invested as those of EHR, and, further, that Board Designated Funds and Endowment Funds of EHR, and those of EH, may be combined, all for the purposes of more efficiently managing the investment of such EHR and EH funds, in accordance with this Investment Policy. The EHR Executive Committee will communicate this Policy and performance expectations to the investment managers it retains. The EHR and EH Executive Committees, meeting jointly, will also review investments regularly for compliance with this Policy. The EHR and EH Executive Committees will inform the respective Boards at regular intervals, or as otherwise requested by the Boards, on the performance of the investments.

This Investment Policy does not address decision-making with respect to the spending or use of any funds, which remains the responsibility of the EHR and EH Boards, respectively for each Corporation's Board Designated and Endowment Funds. In addition, any EHR and EH funds which are combined or commingled for investment purposes under this Policy nevertheless will be accounted for and reported separately on the financial statements of the Corporations.

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Investment Objectives

Board Designated Funds, and income thereon, will be used to support EHR's and EH's future capital expenditures and other major program needs, and to generally increase the financial strength of EHR and EH. Endowment Funds, and income thereon, will be used in accordance with the original donors' directions or requirements. The objective of investing the Board Designated Funds and Endowment Funds is both to preserve principal, in real terms, and earn a reasonable rate of return without unnecessary risk. It is also anticipated that there may be a withdrawal from the Board Designated Funds to fund various needs at EHR and EH. This annual distribution is expected to be up to 4% of the average trailing twelve quarter total asset values.

Asset Allocation Targets and Ranges

Board Designated Funds and Endowment Funds will be invested in two major asset classes, Equities and Fixed Income, as follows:

Asset Class as a Percent of Total Assets

		R	lange	
Asset Class	Policy Target	Min	Max	Requirements
Equities/Growth Oriented Assets				
Global Equity	50%	35%	65	Equity investments in readily marketable securities trading in US, International Developed, and International Emerging Markets.
US Equity		0%	10%	Equity investments in readily marketable securities trading in the US markets.
International Developed	.5%	0	10	Equity investments in readily marketable securities trading in Developed Markets outside of the US.
Emerging	5%	0 =	10 1	Equity investments in readily marketable securities trading in Emerging Markets.
Private Investments	10%	5	15%	Private Investments are comprised of investments in private companies that do not trade on public exchanges
Fotal Growth Oriented Assets	75%	60%	90%	

Fixed Income/ Diversifying Assets				
Hedge Funds	10%	5	15%	Hedge Funds are comprised of low equity beta multi-strategy, event driven, and absolute return strategies.

Fixed Income	15%	5%	25%	Fixed Income investments shall be marketable securities, which may include but not necessarily be limited to US Treasury, federal agencies, US Government guaranteed obligations, and corporate issues including convertibles, Mortgage pass-through and collateralized debt obligations may be held. In particular, Collateralized Mortgage Obligation holdings shall consist only of mortgages guaranteed by the full faith and credit of the US Government or an agency thereof and exhibit price volatility and liquidity similar to components of the Barclays Capital Aggregate Bond Index.
Total Fixed Income/Diversifying Assets	25%	15%	35%	

The actual asset allocation may vary from these ranges during periods when the Boards, acting jointly through their respective Executive Committees, deem that a different asset allocation is warranted. Reasons for variance may include, but are not limited to, concerns about an increase in dependence on the Board Designated Funds and Endowment Funds for operating expenses, extreme valuations in certain segments of the capital markets and concerns about inflation or deflation.

The Global Equity, U.S. Equity, International Developed, Emerging Markets, and Fixed Income allocations may be invested up to 70% in passive index funds at the discretion of the Executive Committee. Passive investments aim to replicate the performance of widely used Equity and Fixed Income indexes to gain broad exposure across geographic regions at a low cost. Active management may also be used in these asset classes at the discretion of the Executive Committee. Active managers will attempt to outperform market indexes by actively selecting securities. Such active investments may be subject to higher fees, but will be judged based on performance net of fees.

The EHR and EH Executive Committees, acting jointly, may direct selected investment managers with separately managed accounts to follow specific guidelines for security holdings. Any supplemental guidelines will adhere to this Policy and clarify the specific investment mandate, acceptable ranges of portfolio characteristics, portfolio turnover rates, supplemental security restrictions or other investment requirements specific to the manager. It is expected that these guidelines will be strategic in nature and not change frequently.

The Executive Committees shall be guided by the philosophy that asset allocation is the most significant determinant of long-term investment return. The EHR and EH Board Designated Funds and Endowment Funds asset allocation will be maintained as close to the target allocations as reasonably possible. Fund additions and withdrawals shall be allocated across portfolios to bring the asset mix as close to the target allocation as possible. Rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside of the policy range. These divergences should be of a short-term nature. The Executive Committees will be jointly responsible for sufficient oversight to ensure that the managers keep divergences from policy as brief as possible.

Cash equivalent reserves shall consist of cash instruments having a quality rating by at least one rating agency of A-I, P-I or higher, maturing in 360 days or less. The Executive Committees shall jointly direct that cash holdings be minimized to that needed for short term operating requirements including expected operational investment needs. For both the Equity and Fixed Income portfolios, cash equivalent reserves shall not exceed 5% of each portfolio, except for brief periods or when building liquidity in anticipation of a large withdrawal.

In addition to direct investment in individual securities, commingled trusts and mutual funds, other pooled asset portfolios are acceptable investment vehicles. It is recognized that adherence to the "Social Responsibility Guidelines" stated below may not be appropriate when investing in commingled trusts, mutual funds and other pooled asset portfolios.

The following securities and transactions are only authorized within the Hedge Funds allocation. Hedge Fund managers are expected to use many of these instruments as part of their strategies:

- Letter stock and other unregistered equity securities;
- Commodities or commodity contracts (except for stock index, bond futures and currency futures);
- Ownership of real estate in any form other than publicly traded securities (Real Estate Investment Trusts) unless received as a donation in kind;
- Short sales, warrants, or margin transactions;
- Any leveraged investments;
- Natural resource properties such as oil, gas, or timber;
- Financial obligations and futures may be employed solely for defensive and hedge strategies undertaken to preserve principal.

Diversification

In addition to the broad asset class diversification noted above, investments shall be diversified with the intent to minimize the risk of large losses. Consequently, the total portfolio will be constructed and maintained to provide prudent diversification with regard to the concentration of holdings in individual issues, corporations or industries. The portfolio will minimize single holding concentration risk by investing broadly in securities which provide exposure across geographic regions, industries, and individual securities. Additionally, it is not expected that any one hedge fund manager will comprise more than 3% of the entire equity portfolio.

Other Concerns

Liquidity: When major withdrawals are anticipated, the Executive Committees will direct that the investment managers be notified as far in advance as possible of any withdrawal orders to allow them sufficient time to build up necessary liquid reserves. The managers will be expected to review the cash flow requirement with the Executive Committees, meeting jointly, at least annually.

Social Responsibility Guidelines (stated below): A policy of prudent investing does not preclude the Executive Committees from jointly considering the undesirability of investments in certain companies, industries, or countries because of their social or moral posture. It is EHR's and EH's policy to prohibit investments in tobacco or related industry securities in separately managed accounts.

Voting of Proxies: Voting of Proxy ballots shall be for the exclusive benefit of EHR and EH. Unless the EHR and EH Executive Committees, acting jointly, provide direction through EHR's authorized persons on how to vote a proxy, the investment managers shall vote the proxies in accordance with this Policy on all shareholder issues.

Execution of Security Trades: The EHR Executive Committee shall require its authorized individuals to require that the purchase and sale of securities be made in a manner designed to receive the combination of best price and execution.

Control Procedures

The EHR and EH Boards and the Executive Committees shall review this Policy at least annually.

The EHR and EH Executive Committees, acting jointly, will review individual manager performance on at least an annual basis with quarterly reviews provided by the Chief Financial Officer of EHR and EH Performance reviews will focus on:

- Comparison of fund and managers' results to established market benchmarks and to funds with similar investment approaches;
- Total Fund and investment manager adherence to the Policy guidelines;
- Material changes in the manager organizations, such as in investment philosophy, personnel, acquisitions or losses of major accounts, etc.

Investment consultants and individual investment managers will be responsible for keeping the Chief Financial Officer of EHR and EH, and the EHR and EH Executive Committees, advised of any material changes in personnel, investment strategy, or other pertinent information potentially affecting performance of managers.

Performance Expectations

The EHR and EH Boards and Executive Committees recognize that particular return objectives may not be achievable during some time periods. In order to ensure that investment opportunities available over a specific time period are fairly evaluated, the Executive Committees will use comparative performance statistics to evaluate investment results. Each investment manager and the total commingled Board Designated Funds and commingled Endowment Funds will be measured against the following indexes:

Overall

Market Benchmark

Peer Group Comparison

Overall Fund:

75% MSCI ACWI (Net)/25%

Barclay's Capital Aggregate Bond

Index

CA¹ Endowments Median

Investment Managers

Global Equity

MSCI ACWI (Not)

CA1 Global Manager Median

US Equity

S&P 500

CA1 US Manager Median

Developed International Equity

MSCI EAFE (Net)

CA: US International Manager Median

Emerging Markets International Equity MSCI EM (Net)

CA1 Emerging Market Manager Median

Private Investments

S&P 500

CA PE/VC Manager Median

Hedge Funds

HFRI FoF Diversified Index

CA Absolute Return Hedge Fund

Median

Fixed Income

Barclays Capital Aggregate Bond CA US Bond Manager Median

Index

CA' - Cambridge Associates

EXHIBIT 21

The Exeter Health Resources, Inc.
Account Balance Pension Plan

Summary Plan Description

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1. Introduction

Helping you secure a financially sound retirement is an important goal of our benefits program. Through the Exeter Health Resources, Inc. Account Balance Pension Plan you will receive an income at retirement that will supplement your 403(b) savings, other personal savings, and Social Security benefits.

This Summary Plan Description booklet describes the major features of the Plan. Plan documents and all forms are also available on the Human Resources/Benefits page of the Intranet.

2. Identification of Parties and Key Terms

Employer

Exeter Health Resources, Inc. 5 Alumni Drive, Exeter, New Hampshire 03833 Tel (603) 778-7311 EIN: 02-0222126

Participating Employers

As of January 1, 2016, the Participating Employers in the Plan are Exeter Health Resources, Inc. and Exeter Hospital, Inc. Exeter Healthcare, Inc., a former employer, also participated. Your service and earned compensation with any of these organizations is credited for all purposes under this Plan.

Affiliated Non-Participating Employers

Some employers in the Exeter Health Resources, Inc. group do not participate in the Plan, such as Core Physicians, LLC, and Rockingham VNA & Hospice. Service with these Affiliated Non-Participating Employers is credited for eligibility to join and for Vesting, but you will not earn benefits except for the compensation you earn with a Participating Employer. See Section 11 for more detail.

Account

We keep track of your Plan Benefit with a bookkeeping Account and report its value to you each year. See Section 4 for more detail. For longer service participants, there are also grandfathered annuity benefits as described in Section 5.

Annuity Factor

If you would like a Pension Option instead of a lump sum payment of your Account, we calculate the Pension Option based on your age and the published mortality and interest assumptions of Internal Revenue Code Section 417(e)(3). The Plan uses the Section 417(e)(3) rates as of November 1 for all payments in the following Plan Year. The same assumptions are also used to convert the guaranteed Minimum

Benefit for 1997 Account Balances (described in Section 5) to a lump sum. See Section 17 for an example.

Beneficiary

You name the Beneficiary to receive benefits in case of your death. If you are married, your Spouse must be your Beneficiary unless he or she waives the right in a written form witnessed by a Plan official or a Notary Public. More detailed rules appear in Section 10 (death before payments start) and Section 8 (retirement benefits).

Break in Service

You will have a Break in Service if you are credited with less than 501 Hours of Service in a calendar year.

Compensation

Contributions to your Account are based on your Compensation. See Section 4 for the Plan definition of Compensation.

Disability or Disabled

You are Disabled if you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The Plan Administrator may require that you establish the permanence and degree of the impairment with medical evidence.

Eligibie Rollover Vehicle

Your distribution options include the right to transfer your Vested account in a tax-deferred direct rollover. The IRS considers the following to be Eligible Rollover Vehicles: Individual Retirement Accounts and Individual Retirement Annuities, qualified employer plans and 403(b) plans which agree to accept the rollover, and governmental 457(b) plans if they agree to accept the rollover. The Plan will also transfer to a Roth IRA, if requested, and you will be taxed on the taxable portion of any transfer. See Section 14 for tax information.

ERISA and CODE

These terms refer to the important laws which regulate the Plan: the Employee Retirement Income Security Act of 1974 ("ERISA") and the Internal Revenue Code ("Code"). The Plan will always be interpreted so that it is consistent with these laws and, if any Plan provision is inadvertently counter to these laws, the laws will control.

Hours of Service

Subject to the rules in Section 11, which limit credit for service with Affiliated Non-Participating Employers, you are credited with an Hour of Service for each hour you are paid for performance of duties for the Employer. Credit is also provided for paid time in which you are not performing duties (i.e. jury duty or vacation), but limited to a maximum of 501 Hours in any year. Compensated On-Call time when you are not working is not credited. As described in Section 11, non-paid service will be

credited in certain instances – FMLA and qualified medical leave – to prevent you from having a Break in Service but is not otherwise credited. If you receive payment due to workmen's compensation laws or from medical insurance, those payments do not provide you credit for Hours of service.

Participant

A Participant is a current employee of a Participating Employer who has qualified under Section 3. Former employees who have Vested Account balances are considered Participants with respect to those amounts until they are paid in full.

Plan

The name of the Plan is the "Exeter Health Resources, Inc. Account Balance Pension Plan." It is identified on filings as plan number 001.

Benefits are funded by contributions from the Participating Employers and Participants. All Plan assets are held in a Trust Fund and invested by the Trustee.

Pian Administrator

The Plan Administrator is the Benefits Committee, formerly called the Pension Committee. It consists of officers appointed by the Executive Committee of the Board of Directors. Current members are the Chief Executive Officer, the Chief Financial Officer, the Vice President of Human Resources, and Director, Compensation and Benefits.

The Plan Administrator establishes rules and regulations for Plan administration. With the assistance of investment experts, it gives directions to the Trustee as to how to invest the Plan's money. The Plan Administrator's decisions regarding any question involving the Plan will be conclusive to the extent allowed by applicable law.

Its address is:

5 Alumni Drive, Exeter, New Hampshire 03833

ATTN: Director, Compensation and Benefits

Tel. (603) 580-7207

The primary contact

Director, Compensation and Benefits

for Plan information is:

(c/o Plan Administrator, above)

Alternatively, contact the Human Resources Office at (603) 580-7069

The employer identification number of the Plan Administrator, assigned by the Internal Revenue Service, is 26-3723044.

Plan's agent for service of legal process

The General Counsel to the Employer is the designated agent for service of legal process, and may be reached at the Employer's address.

Plan Year

The Plan reports its financial activity on a calendar year.

Prior Plan

The Plan is a continuation of the Exeter Hospital Employees' Pension Plan, originally effective as of October 1, 1965 and restated to the form of this Plan on January 1, 1987. The Plan provides a Prior Plan Benefit if you participated in the Plan prior to January 1, 1987. See Section 5.

Retirement Dates

The Plan's Retirement Dates are described in Section 7.

Spouse

A Spouse is a person to whom you are legally married. Your Spouse has protected rights under the Plan. As described in Section 9, our Plan recognizes same-sex marriages.

Trustee

Bank of America, 100 North Tryon St., Charlotte, NC 28255. All of the Plan investments are held by the Trustee exclusively for the Plan.

Vested or Vesting

A Vested amount is non-forfeitable. Vesting rules for your Account are described in Section 6.

Year of Service

For Vesting. You are credited with a Year of Service for Vesting purposes for each calendar year during which you are paid for at least 1,000 Hours of Service. You are credited at completion of the 1,000th hour.

For eligibility to join the Plan. A Year of Service is a full 12 month period from your first day of work in which you are paid for at least 1,000 Hours of Service. You are credited on the last day of that 12 month period. If you do not complete 1,000 hours in that first 12 months, you get credit if you complete 1,000 Hours in any Plan Year starting after your first day of work.

3. Plan Participation

Eligibility to Join the Plan

If you are employed by a Participating Employer, you automatically become a Participant in the Plan in the payroli period following:

- Your 21st birthday, and
- conclusion of a Year of Service for eligibility purposes. (See Section 2 for the definition of this and other capitalized terms in this SPD.)

Example: Trudy started work on February 2, 2014. Trudy worked 1,000 Hours by August 2, 2014 and her 12 month anniversary is February 2, 2015. She joins the Plan on July 1, 2015, the first

January 1 or July 1 following the conclusion of one Year of Service for eligibility purposes.

Reemployment

If you terminate employment after becoming a Plan Participant and are later rehired, you will immediately become a Plan Participant again on your rehire date. You may begin voluntary contributions as soon as administratively feasible following reemployment or transfer from an affiliated non-participating employer.

4. Contributions and Your Account

Your Cash Balance Account

Your benefits will be recorded as a defined benefit account.

Your Account's growth is a sum of the following amounts: **Employer Basic Credits, Employee Contribution Credits, Employer Matching Credits,** and **Investment Index Credits.** Payments reduce the Account.

On an annual basis, you will receive a personalized report showing the amount credited to your Account. At your retirement, this amount can be converted into a pension form or be payable as a lump sum. When you are ready to retire, the Plan Administrator will have your benefit calculated by an actuarial firm so that you can see exactly the amount of your benefits, either as a lump sum or as a pension. See Section 17 for an Example.

In addition, for certain long time participants, there are grandfathered and minimum benefits. If these produce a benefit which is larger than produced by your Cash Balance Account, you will receive that large benefit. See Section 5 for more description and Section 17 for Examples.

Employer Basic Credits

For each Plan Year after January 1, 1987 in which you are a Participant and in which you are credited with at least 1,000 Hours of Service, your Account Balance is credited with an employer contribution of 3% of that year's Compensation.

You will not receive a contribution if you are credited with less than 1,000 hours in a Plan Year. Effective March 7, 2016, the Plan applies this 1,000 hour requirement to the years of termination, Retirement, death and Disability.

Voluntary Employee Contribution Credits

You may contribute by payroll deductions an amount equal to 1%, 2% or 3% of your Compensation. Compensation before you qualified as a Participant does not count. The Employer contributes 100% Matching Credits (see below).

Under the tax law, these contributions are after-tax.

You must follow the Plan's Election Procedures:

- Use the Form which is available from the Plan Administrator or on the Intranet.
- Elections to start, or change contributions go into effect as soon as reasonably possible following your submission of the Form.
- You may stop your contributions at any time, provided you submit a properly completed form to the Plan Administrator. You may resume contributions by submitting a timely and proper form, as described, above. Changes will go into effect as soon as administratively feasible.

Employer Matching Credits

The Employer Matching Credit equals 100% of the amount you contribute during the Year, provided you are credited with at least 1,000 Hours of Service during the Year. Effective March 7, 2016, the Plan applies this 1,000 hour requirement to the years of termination, Retirement, death and Disability.

Investment Index Credits

The Plan credits your Account Balance and contributions to it with a conservative Investment Index Credit. This amount has changed from time to time. Since January 1, 2002 the index is the yield on 1-Year United States Treasury constant maturities on the last business day of the calendar year, as published by the Federal Reserve plus 50 basis points.

For purposes of the Investment Index Credit calculation, the Plan assumes that:

- all of your Employee Contributions for the quarter were credited as of the first day of the quarter, even though you make them throughout the quarter.
- all of your Employer Contribution Credits (Basic and Matching) for the quarter were made half way through the quarter

Your Account Balance will continue to receive Investment Index Credits if you terminate employment and payment does not start until a later date. Payments during a calendar quarter do not receive Investment Index Credits after the date of distribution.

Compensation

For purposes of computing all Contribution Credits, the Plan uses your taxable W-2 wages paid each year by Participating Employers, disregarding any discretionary holiday bonus and any paid severance. Compensation also includes contributions you agreed to deduct from your pay for the 403(b) plan, your share of health insurance, your Section 125 flexible benefits, and any other deferred compensation plan sponsored by a Participating Employer. Only Compensation while a Participant is counted. For example, if you first qualified for membership on July 1, the Compensation earned in the period from January 1 through June 30 of that year is not considered. Code limits may prevent including all Compensation for the highest paid employees.

5. The Grandfathered Benefits and Minimum Benefits

The Plan was converted from a traditional defined benefit plan (the "Prior Plan") to this current form of plan, known as a Cash Balance Plan, as of January 1, 1987. Participants in the Prior Plan before the conversion should be aware of two protective features.

1. Grandfathered Benefit for Prior Plan Participants

We provided a grandfathering feature for anyone who had, at December 31, 1986 (1) reached age 50 and completed at least 10 years of "Continuous Service" as of December 31, 1986, or (2) completed at least 20 years of "Continuous Service." That special grandfathering feature provided that at Retirement, benefits would be no less than if the Prior Plan had remained in effect.

2. Starting Balance for Prior Plan Participants

If you were a participant in the Prior Plan but did not qualify for the Grandfathered Benefit, the value of the benefit you earned under the Prior Plan was included as a starting balance in your Account.

Minimum Benefits for 1997 Account Balances

You will receive this minimum benefit if it produces a greater benefit than your Account. This minimum benefit is the lifetime pension which your Account at December 31, 1997 would have produced, plus the lifetime pension which your Employee Contribution Credits and related Investment Index Credits since that date would produce. This pension is guaranteed and is convertible into other permitted Pension Options.

The lump sum equivalent (if you would like this converted to a lump sum instead of receiving a pension) is based on the Annuity Factor in effect for the year of payment. The Annuity Factor changes each year as you get older and as long term interest rates change, so the lump sum equivalent of this Minimum Benefit will change each year, and may go down if interest rates go up. See Section 17 for an Example.

6. Vesting in Your Account

Employee Contribution Credits and their Investment Index Credits
You are 100% Vested at all times.

Employer Basic Credits, Matching Credits and their Investment Index Credits

You are 100% Vested after 3 or more Years of Service, or if any of the following happens while you are employed: your 65th birthday, Disability or death.

If you terminate employment and are not Vested, you forfeit these amounts.

Restoration of forfeited amounts

The non-Vested portion of your Account is forfeited after 5 consecutive Breaks in Service. If you are still employed, you can prevent forfeiture if you are credited with 501 hours in any plan year before the 5 consecutive Breaks occur.

If you terminated employment, and if you forfeited amounts and then return to work, forfeited amounts will be restored if you pay back any amounts you were paid with interest at the Plan's actuarial rate. You do not have this right if five consecutive Breaks occurred after the year you were paid. You lose this right if the payback does not occur within 5 years of your return to work.

If you are absent due to qualified military service or FMLA Leave, special rules apply. See Section 11.

7. Retirements, Vested Terminations, and In-Service Withdrawals

Retirements

Your termination is a "Retirement" if it occurred on the $1^{\rm st}$ day of the month coinciding with or following :

- age 65 or any later date (a "Normal Retirement")
- age 55 with at least 3 Years of Service (an "Early Retirement")
- Disability (a "Disability Retirement")

Prompt payment

You may start payments when you Retire and elect any of the payment forms described in Section 8.

Postponed payment

If your Retirement is prior to age 70 & 1/2, you may defer the starting date as late as April 1 of the calendar year following the year in which you reach age 70 & ½. Investment Index Credits will continue in that event.

If you terminate before a Retirement Date

Prompt payment

You can elect a prompt payment of an amount equal to your Employee Contribution Credits and applicable Investment Credits, regardless of amount.

Required Postponement Rule: if your Employer Contributions and their Index Credits exceed \$50,000

An amount equal to your Employee Contribution Credits and their related Investment Index Credits can still be paid at termination of employment without postponement, if you elect that.

However, the remaining portion of your Account (equal to your Employee Contributions and Credits) cannot be paid until the earlier of your attainment of age

55, death or Disability. This postponement rule only applies if the amount equal to Employee Contribution Credits and related Investment Index Credits is \$50,000 or more; if less, this postponement rule does not apply. Note that the Plan formerly used \$20,000 for this postponement rule.

Pension choice

Provided your benefit is more than \$5,000, you also qualify for any of the Pension Options available to Retired Participants. Payment cannot start earlier than the date which would have been your Early Retirement Date and must start no later than December 31 of the year in which you attain age 70 & ½.Investment Index Credits will continue in that event.

Payment of amounts of \$5,000 or less

If your vested Account is \$5,000 or less and more than \$1,000, only lump sum payment is available, either on a taxable basis or as a direct rollover to an Eligible Rollover Vehicle if you select that choice.

If your vested Account value is \$1,000 or less, the amount will be paid to you in a lump sum shortly after termination. The payment will be a taxable lump sum unless you make a timely election to transfer to an Eligible Rollover Vehicle. You may not postpone the payment.

In-Service withdrawals if age 65 or older

If you are age 65 or more and still working, you now have a one-time right to withdraw all of your Account as if you had Retired. No such withdrawal will reduce the rate at which Credits are added to your Account for ongoing future service. When you fully retire, you may make a new retirement election for any new Credits you earn after the in-service withdrawal. Only one withdrawal while in service is permitted under this feature.

8. Payment Options

Election Forms

The Plan provides for lump sum and pension options-monthly payments. You must complete necessary distribution forms. Ask the Plan Administrator. If you are planning to Retire, contact the Plan Administrator at least 90 days in advance so that you have plenty of time to consider which option works best for your circumstance.

Pension Options

The actuarial value of your Account can be paid as a pension in the form you elect.

Joint and Surviving Spouse Option. This is a pension for life, with added protection for the person married to you when payments start, if he or she lives longer than you do. You select the level of survivor pension: 50%, 75% or 100%.

IMPORTANT

If you are married at the time of your retirement, and if your Account is valued at more than \$5,000, as required by federal law, you must elect a Joint and Surviving Spouse Option unless you and your Spouse sign a waiver that permits payment in a different form. The joint and survivor pension level will be at 50% unless you elect 75% or 100%. See Section 9 for more details.

If you divorce and remarry after payments start, your former Spouse will still be protected, and your new Spouse is not protected. Payments stop when you are both dead.

Contingent and Annuitant Option. This is similar to the Joint and Surviving Spouse form, with protection for someone other than your Spouse. You select the level of survivor protection: 50%, 75% or 100%. If your Beneficiary is much younger than you are, IRS rules require that at least 50% of the value of your Account balance be paid during your lifetime, so 75% and 100% surviving pensions may not be allowed in such cases.

If your Beneficiary dies before your benefit payments begin, you may name a new Beneficiary or elect another optional form of payment. If your Beneficiary dies after your benefits begin, you will continue to receive your reduced benefit and may not elect a new Beneficiary or other form of payment under the Plan.

If you die before your benefit payments begin, your election of this option will be canceled and your benefit will be paid to your Beneficiary under the rules in Section 10.

Certain and Continuous Option. This is a pension for your life. However, if your death occurs before you have received 120 monthly payments, your Beneficiary will receive the balance of the specified number of payments at the time you would have received them.

If your Beneficiary dies before your benefit payments begin, you may name a new Beneficiary or elect another optional form of payment. If your Beneficiary dies after your benefits begin, you will continue to receive your reduced benefit and may designate a new Beneficiary.

If you die before your benefit payments begin, your election of this option will be canceled and your benefit will be paid to your Beneficiary under the rules in Section 10.

Life only Option. This is a pension for your life. The monthly payments will be higher than the other forms, but there is no protection for anyone else after you die. This is the required form of payment for non-married individuals unless they sign a waiver and elect a different form of payment.

Example: Pete is a widower and elects a life only form of pension. One month after he retires, Pete is hit by a car and dies. Payments stop after just one month. Pete's daughter, who had been his

Beneficiary for pre-retirement benefits, will receive nothing. Pete could have protected her by electing a form of pension other than the life-only pension.

Lump sum and direct rollover options

The Account Balance can be paid in a lump sum payment, or the <u>taxable portion</u> can be transferred to an Eligible Rollover Vehicle. You may also take a partly taxable payment, and a direct rollover for the rest of the <u>taxable portion</u>. See Section 14 for a brief description of what is the <u>taxable portion</u>.

Combined lump sum and pension option

You may elect a lump sum equal to your Employee Contributions and their Investment Credits, and a pension equal to your Employer Contributions and their Investment Credits. The tax rules require that your tax basis in your after-tax Employee Contributions be spread over all distributions and does not allow you, for tax purposes, to treat the lump as a full return of after-tax Employee Contributions. See the tax discussion in Section 14 and an example in Section 17 which involves an Account that is paid partly in a lump sum payment and partly in a pension payment.

Lump sum restrictions.

Federal law restricts lump sum distributions if the plan does not meet funding benchmarks under federal law. The restrictions do not prevent you from receiving pension income, only the lump sum. The rules are described more fully in Section 13.

9. No payments to You without Spouse Consent

Federal protection for your Spouse

The Plan payment rules contain Spouse protection required by Federal law. If your Account exceeds \$5,000, it must be paid in a Joint and Surviving Spouse Pension form unless your spouse consents to another choice, as outlined below.

Spouse Consent

If you are married, you may elect <u>not</u> to receive your Account in the Joint and Surviving Spouse Pension form, and to elect one of the other forms of payment. Within the 180-day period prior to the date your benefits are to begin, you must obtain your Spouse's signed consent to waive the protection of the Joint and Surviving Spouse form of pension. Your Spouse's signature must be witnessed by a notary public or Plan representative.

You may make or cancel your election not to receive the Joint and Surviving Spouse form of pension at any time and as many times as you wish within the 180-day period before payment of your benefit is to begin.

Definition of Spouse

A Spouse is a person to whom you are married. Effective June 26, 2013, as permitted by the US Supreme Court, our Plan recognizes all valid marriages, including those of persons of the same sex. Civil unions are not "marriage" under the Plan. (Although New Hampshire no longer provides for civil unions, it recognizes those created in other states; at the date of this booklet that included NJ, Hawaii, Illinois and Colorado.) Unlike a Spouse, a civil union partner does not have the right to require that you receive your payment in the form of a joint and survivor pension or to require that he or she be named as a beneficiary in the event of your death.

10. Death Before Payments Start

Amount of death benefit

If you die while employed or after termination of employment and before payments have started under another option, your Beneficiary will receive a death benefit equal to the value of your Account at the time of payment. If you die after a payment option has started, any benefits payable after death depend on the option you selected.

Beneficiary form

You may get a Beneficiary form from the Plan Administrator or on the Intranet at any time to name your Beneficiary. You may change your Beneficiary at any time before your benefit payments begin.



Spouse protection

Federal law requires that your Spouse's death benefit cannot be less in value than the amount he or she would have received if you had elected the Joint and Surviving Spouse form with 50% survivor protection. Your Spouse may waive this protection, provided you obtain his or her signed consent on an approved form from the Plan Administrator. Your Spouse's signature must be witnessed by a notary public or Plan representative.

A married Participant who is less than age 35 may not name a Beneficiary except for a Spouse.

Payment options

At his or her choice, a Beneficiary may receive payment:

as a lump sum,

 as a direct rollover to an Eligible Rollover Vehicle. Non-spouse Beneficiaries may only request direct rollovers to special Beneficiary IRAs.

If your Beneficiary is your Spouse and your Account is at least \$5,000, payment may also be made in the form of a life only pension. In addition, your Spouse may elect to postpone the starting date to any date not later than the first day of the month coinciding with or following your 65th birthday.

11. Special Service Rules

Service with Affiliated Non-Participating Employers

If your service transfers to and from Employers who are Participating Employers (like Exeter Hospital) and Affiliated Non-Participating Employers (like Core Physicians, LLC and Rockingham Visiting Nurse Association) there are special rules.

- A transfer among these companies is not a termination of employment for plan purposes.
- Hours of Service with any of these companies counts for determining eligibility, Vesting, and whether you have the necessary 1,000 Hours to get Employer Basic or Matching Contributions.
- Compensation with an Affiliated Non-Participating Employer does not count for this Plan. You have to have Compensation from a Participating Employer to be eligible to make Employee contributions or to get Employer Contribution Credits.

FMLA leave

In determining if you have a Break-in-Service, you will earn Hours of Service for a leave of absence under the Family and Medical Leave Act of 1993. However, no more than 501 Hours of Service will be credited for this absence. These hours will be credited to you in the first calendar year of your leave that would otherwise be a Break-in-Service.

Military Service

You will continue to accrue Hours of Service during military leave provided your reemployment rights are protected by federal law. Ask the Plan Administrator for more detail if you are called up for duty.

Note that if you return to work for a Participating Employer after your military leave, federal law provides that your Account Balance must be credited with all amounts which would have otherwise been credited had you not taken your military leave. This means that you will have the opportunity to make "catch-up" Employee Contributions and Exeter will make "catch-up" Employer Basic and Matching Contributions, in addition to Investment Index Credits. There are time limits for all

this, so be sure to get more detail from the Plan Administrator if you expect to be called up for duty.

12. Plan Amendment Or Termination

The Employer intends to continue the Plan indefinitely, although it reserves the right to amend, modify or terminate the Plan at any time. If the Plan is terminated, and if you are not already vested because you have less than 3 Years of Service at the time, you will become fully Vested in your Account, to the extent funded. You are always fully Vested in your Employee Contribution Credits and their applicable Investment Index Credits. If there are assets remaining after payment of all Accounts, the excess will be returned to the Participating Employers in accordance with government rules and regulations.

13. Lump Sum Payment Restrictions

Section 436 restrictions on lump sum payments

In order to be tax-qualified, the Plan was amended to restrict lump sum distributions as required by Code Section 436. If the Plan assets are at least 80% of a funding target set by Section 436, there is no lump sum restriction. If assets are less than 80% but at least 60% of that target, only 50% of a lump sum is payable. If assets are less than 60% of the target, no lump sums may be paid. Section 436 restrictions do not affect your pension options, only the lump sum option. In the event Plan funding levels improve, persons affected by a Section 436 lump sum restriction may make new benefit elections. Section 436 restrictions do not apply to small cash-out payments of \$5,000 or less, as described in Section 7.

Section 436 restrictions on earning new benefits

In the event Plan Funding levels are less than 60% of the Section 436 target level, benefits will be frozen. If funding improves, future benefits may be earned and benefits not earned during the "frozen" period may be restored, subject to Section 436 procedures and requirements of improved funding.

High 25 employee restrictions

The 25 most highly paid current or former employees have an additional restriction on the right to take a lump sum distribution. Lump sums are not permitted if the Plan's assets, after such distribution, would be less than 110% of the value of the Plan's "current liabilities" under Code Section 412(1)(7). This restriction does not apply to any person whose benefits are valued at less than 1% of the value of the Plan's current liabilities. This does not affect the right to take benefits in a form permitted by the Plan other than the lump sum option. Because these rules are complicated and not applicable to most participants, anyone in this position should contact the Plan Administrator separately for more detail.

14. Miscellaneous Rules, and Taxes

Non-assignment & qualified domestic relations orders

Generally, no part of your benefit may be claimed by creditors or anyone other than you. One exception is made in the case of a qualified domestic relations order. A "qualified domestic relations order" is a court order assigning part or all of your benefit to your Spouse, former Spouse, child or dependent to meet alimony or family support obligations. The order must meet certain requirements to be "qualified" and the Plan Administrator will notify you if it receives a domestic relations order regarding your benefit. You may request a copy of the procedures governing qualified domestic relations orders, free of charge, by contacting the Plan Administrator.

Maximum benefits

ERISA and the Code places maximum limits on the annual benefit amount that a Participant may receive. These limitations are subject to rules and regulations issued by the Internal Revenue Service. Because these limits do not apply to most participants, they are not included in this booklet. If you are affected, you will be notified.

Top-Heavy Plan Requirements

The Code requires that under certain circumstances plans must provide minimum benefits and a specific vesting schedule. These requirements take effect if 60% or more of a Plan is payable to a limited group of highly paid employees. Because our Plan covers many people, this rule is academic, but is included in the Plan document to satisfy the Code requirement.

Taxes

Payments you receive from the Plan are partly taxable and partly non-taxable. The non-taxable portion is determined by multiplying the payment by this fraction:

Employee Contribution Credits
Employer contribution credits, and all investment tax credits

This amount is non-taxable because you already paid taxes on your Voluntary Employee Contributions. If you receive payments in a Pension form, this will apply to all payments up to life expectancy. (If you outlive your life expectancy, payments will then be fully taxable.) In other cases, such as two payments, the final payment will be deemed to include, for tax purposes, the remaining amount of your Employee Contribution Credits.

This tax rule applies to any payment from the Plan, but you can defer taxes on the taxable portion with a rollover. Rollover of the taxable portion of any non-pension payment (i.e. a lump sum), will defer taxes until you withdraw money from the

Eligible Rollover Vehicle. You cannot roll over pension payments, only payments in non-pension form, such as a lump sum.

The taxable portion of any payment will be taxed based on the law of the state which is your tax residence when you receive the money.

The <u>taxable portion</u> of any non-pension payment will also be subject to a 10% federal tax penalty unless you qualify for an exception. The exceptions include being over age 59 & ½ when you are paid, being age 55 or more and terminating employment before you are paid, or being Disabled or dying before payment.

If you elect a pension payment option, taxes will be withheld on the <u>taxable portion</u> at the rate you designate. You may also decline withholding, but that does not eliminate your tax obligation. If you elect a lump sum payment, 20% federal withholding is required on the <u>taxable portion</u> which is not directly rolled over to an Eligible Rollover vehicle, and your taxes may be more or less, depending on your situation.

At the time you are eligible for a payment, IRS rules allow you to designate that the taxable portion be distributed one way and the non-taxable portion be distributed another. For example, you may want the non-taxable portion to be paid to you and the taxable portion to be transferred to an Eligible Rollover Vehicle, such as an IRA.

You will receive more detailed information on distribution rules, rollovers, and taxes at the time you apply for payment. If you elect rollover to a Roth Account, special rules apply not described in this SPD. You should consult your tax advisor for any questions about taxes. See Section 17 for an example.

15. PBGC Insurance

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in and pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits. The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the time the Plan terminates; (3) benefits that are not vested because you have not worked long enough for the company; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C.20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's Web site on the Internet at http://www.pbqc.gov.

16. Your Rights Under ERISA

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

You have the right to examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

You have the right to obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, copies of the latest annual report (Form 5500 Series) and an updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

You have the right to receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

You have the right to obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so

prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Your Right to Appeal

If any claims for payment under this Plan are denied, you will receive a written notice within 90 days after your claim is received. (If special circumstances require more time for a decision, the Plan Administrator will send you a response within 180 days.) The notice will explain the reason for the decision, the Plan provisions

on which it is based, a description of any additional information that must be submitted to have the claim approved and an explanation of why that information is required. The notice will also describe the steps necessary for you to appeal the decision. You will have 60 days to appeal in writing to the Plan Administrator.

The Plan Administrator will let you know what additional material or information might be needed to make your claim acceptable. You also will be able to examine all material pertaining to your claim. If you should appeal a claim, please send copies of all records and documents that will help your appeal. You also may send written comments.

Generally, you will receive the Plan Administrator's response within 60 days. In special circumstances (such as the need to hold a hearing) the Plan Administrator will send you a response within 120 days. The Plan Administrator's written response will include reasons for its decision and references to the Plan provisions on which the decision is based.

17. Examples to Help You Understand the Plan

Vested termination before a Retirement Date

Sally terminates at age 40. She can select a lump sum payment, either taxable or rollover as she chooses. If the Account Balance from Employer contributions is \$50,000 or more, she cannot receive that portion of her Account until the date that would have been her earliest Retirement Date under the Plan, which is her 55th birthday or her Disability date, if earlier.

At that time, if Sally wants a pension, any of the pension forms in Section 8 may be paid, unless her Account is \$5,000 or less in which case it is only payable as a lump sum as described in Section 7.

The pension must start no later than April 1 of the calendar year following the year in which she reaches age 70 & 1/2.

Cash Balance Account Retirement Pension Calculation

Joe is age 65 and retires with \$100,000 in his Cash Balance Account. He is entitled to a lump sum payment of \$100,000. If he prefers, he may elect any of the Pension Options described in Section 8. Based on the Annuity Factor for his age in the year his payments start, his Cash Balance Account will be converted into a Pension. If Joe had a Minimum Benefit for a 1997 Account Balance under Section 5, he might be entitled to more. (See the next example.)

In 2015, based on Joe's Annuity Factor of 13.3, Joe could receive a lifetime pension instead of the lump sum equal to 7,518.80 / year,

(which is \$100,000 divided by 13.3). Other equivalent pensions, reduced by the value of survivor benefits, could also be selected.

1997 Minimum Benefit Calculation (Section 5)

Mary is 65 with \$210,000 in her Cash Balance Account. Based on her Account Balance at December 31, 1997, a 1997 Minimum Benefit was calculated. In Mary's case, the 1997 Minimum Benefit was a \$20,000 per year lifetime pension starting at her Normal Retirement Date, age 65. Since 1997, let's assume Mary's Account Balance from Employee Contributions is \$48,600.

The lump sum payable to Mary will be the <u>greater</u> of her current \$210,000 in the Account or:

- the lump sum value (using the current Actuarial Factor) of her 1997 Minimum Benefit of \$20,000 per year for life, PLUS
- 2. the value of her Employee Account Balance accumulated after 1997.

For Mary, the 1997 Minimum Benefit Calculation produces a better benefit, \$314,600 instead of \$210,000, so Mary will get that if she retires at age 65.

1. 1997 Minimum Benefit	\$20,000 per year lifetime pension at 65
2. Lump sum equivalent Annuity Factor of 13.3 x \$20,000	\$266,000
3. Post 1997 Employee account Balance	\$48,600
4. Total 1997 Minimum Benefit	\$314,600

If Mary elects a Pension Option under Section 8 it will be based on this higher value. Participants who are entitled to the 1997 Minimum Benefit will receive a special report each year. If at any time you do not receive a special report, ask Human Resources and it will be provided.

Important. The 1997 Minimum Benefit may not always produce a lump sum that is higher than your Cash Balance Account regular balance. If long term interest rates were to rise substantially, the Actuarial Factors from the IRS will result in the lump sum equivalents for the 1997 Minimum Benefit going down. Your regular Cash Balance account will never go down, however, so whenever it is higher than the 1997 Minimum Benefit, you will get that balance instead.

Tax Example (Section 14)

IRS requires that payments to you be treated as partly taxable and partly non-taxable, because you have already paid taxes on your Voluntary Contribution Credits.

Betty has Voluntary Contribution Credits of \$25,000. Her investment Credits on those amounts are \$5,000. Her Employer Basic and Matching Credits are \$75,000. Investment Credits on those amounts are \$15,000. Betty leaves employment before age 55. She may elect to receive an amount equal to her Employee Contributions and applicable Investment Credits - \$30,000. She must wait until age 55 to get the balance of her Account because her Account balance for Employer Contributions and applicable Investment Credits is more than \$50,000.

The non-taxable portion of her \$30,000 first payment is \$6,250.

\$25,000 / \$120,000 X \$30,000 = \$6,250.

The taxable portion of her \$30,000 first payment is the balance of the \$30,000, or \$23,750.

At Age 55, Betty elects to receive the balance of her Account. Due to additional Investment Credits, it is now \$100,000.

The non-taxable portion of the \$100,000 second and final payment is \$18,750.

(\$25,000 - \$6,250 previously recognized = \$18,750.

The taxable portion of her \$100,000 second payment is the balance of the \$100,000, or \$81,250.

This booklet is only a summary of the Plan. If any conflict arises between this booklet and the actual Plan document, or if any provision is not covered or only partially covered, the Plan document will govern in all cases.

SUPPLEMENT TO ANNUAL FUNDING NOTICE OF THE EXETER HEALTH RESOURCES, INC. ACCOUNT BALANCE PENSION PLAN FOR PLAN YEAR BEGINNING JANUARY 1, 2017 AND ENDING DECEMBER 31, 2017

This is a temporary supplement to your annual funding notice which is required by the Moving Ahead for Progress in the 21st Century Act and the Highway and Transportation Funding Act of 2014. These federal laws changed how pension plans calculate their liabilities. The purpose of this supplement is to show you the effect of these changes. Prior to 2012, most pension plans determined their liabilities using a two-year average of interest rates. Now pension plans also must take into account a 25-year average of interest rates. This means that interest rates likely will be higher and plan liabilities lower than they were under prior law. As a result, your employer may contribute less money to the plan at a time when market interest rates are at or near historical lows. For multiple employer plans sponsored by certain not-for-profit organizations (Eligible Charity), including Exeter Health Resources, Inc., the Pension Relief Act passed in June 2010 has delayed the effective date of the Pension Protection Act of 2006 ("PPA") provisions relating to minimum funding and benefit restrictions until plan years beginning on or after January 1, 2017.

The "Information Table" compares the impact of using interest rates based on the 25-year average (the "adjusted interest rates") and interest rates based on a two-year average on the Plan's: (1) Funding Target Attainment Percentage, (2) Funding Shortfall, and (3) Minimum Required Contribution. The funding target attainment percentage is a measure of how well the plan is funded on a particular date. The funding shortfall is the amount by which liabilities exceed net plan assets. The minimum required contribution is the amount of money an employer is required by law to contribute to a plan in a given year. The following table shows this information determined with and without the adjusted interest rates. The information is provided for the Plan Year and for each of the two preceding plan years, if applicable.

		INFO	RMATION T	ABLE		
	20	17	2016		2015	
	With Adjusted Interest Rates	Without Adjusted Interest Rates	With Adjusted Interest Rates	Without Adjusted Interest Rates	With Adjusted Interest Rates	Without Adjusted Interest Rates
Funding Target Attainment Percentage	80.00%	63.78%	Not applicable	Not applicable	Not applicable	Not applicable
Funding Shortfall	\$13,745,462	\$31,220,822	Not applicable	Not applicable	Not applicable	Not applicable
Minimum Required Contribution	\$2,629,252	\$6,065,553	Not applicable	Not applicable	Not applicable	Not applicable

ANNUAL FUNDING NOTICE FOR THE EXETER HEALTH RESOURCES, INC. ACCOUNT BALANCE PENSION PLAN

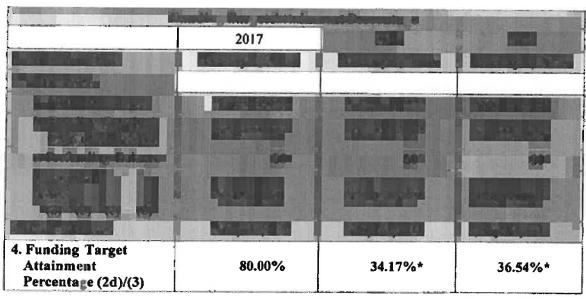
introduction

This notice includes important information about the funding status of your single-employer pension plan (the "Plan"). It also includes general information about the benefit payments guaranteed by the Pension Benefit Guaranty Corporation ("PBGC"), a federal insurance agency. All traditional pension plans (called "defined benefit pension plans") must provide this notice every year regardless of their funding status. This notice does not mean that the Plan is terminating. It is provided for informational purposes and you are not required to respond in any way. This notice is required by federal law. This notice is for the plan year beginning January 1, 2017 and ending December 31, 2017 ("Plan Year").

How Well Funded Is Your Plan

The law requires the administrator of the Plan to tell you how well the Plan is funded, using a measure called the "funding target attainment percentage." The Plan divides its Net Plan Assets by Plan Liabilities to get this percentage. In general, the higher the percentage, the better funded the plan. The Plan's Funding Target Attainment Percentage for the Plan Year and each of the two preceding plan years is shown in the chart below. The chart also shows you how the percentage was calculated.

For multiple employer plans sponsored by certain not-for-profit organizations (Eligible Charity), including Exeter Health Resources, Inc., the Pension Relief Act passed in June 2010 has delayed the effective date for the Pension Protection Act of 2006 ("PPA") provisions relating to minimum funding and benefit restrictions until plan years beginning on or after January 1, 2017. Prior to 2017, the Plan was exempt from current funding regulations due to the Plan Sponsor's Eligible Charity status. The numbers shown in the chart below are for reference only.



*For reference only. PPA funding rules did not apply to this plan prior to 2017.

Plan Assets and Credit Balances

The chart above shows certain "credit balances" called the Funding Standard Carryover Balance and Prefunding Balance. A plan might have a credit balance, for example, if in a prior year an employer contributed money to the plan above the minimum level required by law. Generally, an employer may credit the excess money toward the minimum level of contributions required by law that it must make in future years. Plans must subtract these credit balances from Total Plan Assets to calculate their Funding Target Attainment Percentage.

Plan Liabilities

Plan Liabilities in line 3 of the chart above is an estimate of the amount of assets the Plan needs on the Valuation Date to pay for promised benefits under the Plan.

Year-End Assets and Liabilities

The asset values in the chart above are measured as of the first day of the Plan Year. They also are "actuarial values." Actuarial values differ from market values in that they do not fluctuate daily based on changes in the stock or other markets. Actuarial values smooth out those fluctuations and can allow for more predictable levels of future contributions. Despite the fluctuations, market values tend to show a clearer picture of a plan's funded status at a given point in time. As of December 31, 2017, the fair market value of the Plan's assets was \$79,720,137. On this same date, the Plan's liabilities, determined using market rates, were \$89,236,494.

Participant Information

The total number of participants and beneficiaries covered by the Plan on the Valuation Date was 1,754. Of this number, 1,193 were current employees, 96 were retired and receiving benefits, and 465 were retired or no longer working for the employer and have a right to future benefits.

Funding & Investment Policies

Every plan must have a procedure to establish a funding policy for plan objectives. A funding policy relates to how much money is needed to pay promised benefits. The funding policy of the Plan is to fund at least the minimum required contribution under Internal Revenue Service and ERISA funding rules.

Pension plans also have investment policies. These generally are written guidelines or general instructions for making investment management decisions.

Once money is contributed to the Plan, the money is invested at the discretion of a subcommittee of senior management employees who serve in a fiduciary capacity for the Plan and who are appointed by the employer. The fiduciaries make their decisions in accordance with an investment policy, which is to use the services and input of professional investment advisors, with the intention that plan assets be invested in a prudent and diversified manner, consistent with the long-term goal of providing retirement income to participants. The fiduciaries are guided by the philosophy that asset allocation is a very significant determinant of long-term investment return. The Plan is invested in two major asset classes, equities and fixed income. The allocation may vary in the range of 50-80% equities and 50-20% fixed income. The policy is that investment allocations should not vary outside these ranges, although such variation is possible during times of high market volatility.

Under the investment policy, the Plan's assets were allocated among the following categories of investments, as of the end of the Plan Year. These allocations are percentages of total assets:

Asse	et Allocations	Percentage
ī.	Cash (Interest bearing and non-interest bearing)	0.94%
2.	U.S. Government securities	
3.	Corporate debt instruments (other than employer securities): Preferred All other	The Professional
4.	Corporate stocks (other than employer securities): Preferred Common	0.7007
5.	Partnership/ joint venture interests	2.62%
6.	Real estate (other than employer real property)	
7.	Loans (other than to participants)	
8.	Participant loans	
9.	Value of interest in common/ collective trusts	
10.	Value of interest in pooled separate accounts	
11.	Value of interest in master trust investment accounts	
12.	Value of interest in 103-12 investment entities	
13.	Value of interest in registered investment companies (e.g., mutual funds)	83.83%
14.	Value of funds held in insurance co. general account (unaflocated contracts)	
15.	Employer-related investments: Employer Securities	decognite for the contract of
	Employer real property	more and a second secon
16.	Buildings and other property used in plan operation	
17.	Other	12.61%

For information about the plan's investment in any of the following types of investments as described in the chart above, contact Sue Callahan, Director, Compensation and Benefits at (603) 580-7207, or at Exeter Health Resources, Inc., 5 Alumni Drive, Exeter, NH 03833, or at scallahan@ehr.org.

Right to Request a Copy of the Annual Report

Pension plans must file annual reports with the US Department of Labor. The report is called the "Form 5500." These reports contain financial and other information. You may obtain an electronic copy of your Plan's annual report by going to www.efast.dol.gov and using the search tool. Annual reports also are available from the US Department of Labor, Employee Benefits Security Administration's Public Disclosure Room at 200 Constitution Avenue, NW, Room N-1513, Washington, DC 20210, or by calling 202.693.8673. Or you may obtain a copy of the Plan's annual report by making a written request to the plan administrator.

Annual reports do not contain personal information, such as the amount of your accrued benefits. You may contact your Benefits Administrator if you want information about your accrued benefits. Your Benefits Administrator is identified below under "Where To Get More Information."

Summary of Rules Governing Termination of Single-Employer Plans

If a plan terminates, there are specific termination rules that must be followed under federal law. A summary of these rules follows.

There are two ways an employer can terminate its pension plan. First, the employer can end a plan in a "standard termination" but only after showing the PBGC that such plan has enough money to pay all benefits owed to participants. Under a standard termination, a plan must either purchase an annuity from an insurance company (which will provide you with periodic retirement benefits, such as monthly for life or for a set period of time when you retire) or, if the plan allows, issue one lump-sum payment that covers your entire benefit. Your plan administrator must give you advance notice that identifies the insurance company (or companies) selected to provide the annuity. The PBGC's guarantee ends upon the purchase of an annuity or payment of the lump-sum. If the plan purchases an annuity for you from an insurance company and that company becomes unable to pay, the applicable state guaranty association guarantees the annuity to the extent authorized by that state's law.

Second, if the plan is not fully-funded, the employer may apply for a distress termination. To do so, however, the employer must be in financial distress and prove to a bankruptcy court or to the PBGC that the employer cannot remain in business unless the plan is terminated. If the application is granted, the PBGC will take over the plan as trustee and pay plan benefits, up to the legal limits, using plan assets and PBGC guarantee funds.

Under certain circumstances, the PBGC may take action on its own to end a pension plan. Most terminations initiated by the PBGC occur when the PBGC determines that plan termination is needed to protect the interests of plan participants or of the PBGC insurance program. The PBGC can do so if, for example, a plan does not have enough money to pay benefits currently due.

Benefit Payments Guaranteed by the PBGC

When the PBGC takes over a plan, it pays pension benefits through its insurance program. Only benefits that you have earned a right to receive and that cannot be forfeited (called vested benefits) are guaranteed. Most participants and beneficiaries receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits that are not guaranteed.

The amount of benefits that PBGC guarantees is determined as of the pian termination date. However, if a plan terminates during a plan sponsor's bankruptcy, then the amount guaranteed is determined as of the date the sponsor entered bankruptcy.

The PBGC maximum benefit guarantee is set by law and is updated each calendar year. For a plan with a termination date or sponsor bankruptcy date, as applicable in 2018, the maximum guarantee is \$5,420.45 per month, or \$65,045.40 per year, for a benefit paid to a 65-year-old

retiree with no survivor benefit. If a plan terminates during a plan sponsor's bankruptcy, the maximum guarantee is fixed as of the calendar year in which the sponsor entered bankruptcy. The maximum guarantee is lower for an individual who begins receiving benefits from PBGC before age 65 reflecting the fact that younger retirees are expected to receive more monthly pension checks over their lifetimes. Similarly, the maximum guarantee is higher for an individual who starts receiving benefits from PBGC after age 65. The maximum guarantee by age can be found on PBGC's website, www.pbgc.gov. The guaranteed amount is also reduced if a benefit will be provided to a survivor of the plan participant.

The PBGC guarantees "basic benefits" earned before a plan is terminated, which include:

- pension benefits at normal retirement age;
- most early retirement benefits;
- annuity benefits for survivors of plan participants; and
- disability benefits for a disability that occurred before the date the plan terminated or the date the sponsor entered bankruptcy, as applicable.

The PBGC does not guarantee certain types of benefits:

- The PBGC does not guarantee benefits for which you have not met all age, service, or other requirements.
- Early retirement payments that are greater than payments at normal retirement age
 may not be guaranteed. For example, a supplemental benefit that stops when you
 become eligible for Social Security may not be guaranteed.
- Benefits other than pension benefits, such as health insurance, life insurance, death benefits, vacation pay, or severance pay, are not guaranteed.
- The PBGC generally does not pay lump sums exceeding \$5,000.

In some circumstances, participants and beneficiaries still may receive some benefits that are not guaranteed. This depends on how much money the terminated plan has and how much the PBGC recovers from employers for plan underfunding.

For additional general information about the PBGC and the pension insurance program guarantees, go to the "General FAQs about PBGC" on PBGC's website at www.pbgc.gov/general faqs. Please contact your employer or plan administrator for specific information about your pension plan or pension benefit. PBGC does not have that information. See "Where to Get More Information About Your Plan," below.

Where to Get More Information

For more information about this notice, you may contact Sue Callahan, Director, Comepnsation and Benefits at (603) 580-7207, or at Exeter Health Resources, Inc., 5 Alumni Drive, Exeter, NH 03833, or at scallahan@ehr.org. For identification purposes, the official plan number is 001 and the plan sponsor's name and employer identification number or "EIN" are Exeter Health Resources, Inc. and 02-0222126.

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SUPPLEMENT TO ANNUAL FUNDING NOTICE OF THE EXETER HEALTH RESOURCES, INC. ACCOUNT BALANCE PENSION PLAN FOR PLAN YEAR BEGINNING JANUARY 1, 2018 AND ENDING DECEMBER 31, 2018

This is a temporary supplement to your annual funding notice which is required by the Moving Ahead for Progress in the 21st Century Act and the Highway and Transportation Funding Act of 2014. These federal laws changed how pension plans calculate their liabilities. The purpose of this supplement is to show you the effect of these changes. Prior to 2012, most pension plans determined their liabilities using a two-year average of interest rates. Now pension plans also must take into account a 25-year average of interest rates. This means that interest rates likely will be higher and plan liabilities lower than they were under prior law. As a result, your employer may contribute less money to the plan at a time when market interest rates are at or near historical lows. For multiple employer plans sponsored by certain not-for-profit organizations (Eligible Charity), including Exeter Health Resources, Inc., the Pension Relief Act passed in June 2010 has delayed the effective date of the Pension Protection Act of 2006 ("PPA") provisions relating to minimum funding and benefit restrictions until plan years beginning on or after January 1, 2017.

The "Information Table" compares the impact of using interest rates based on the 25-year average (the "adjusted interest rates") and interest rates based on a two-year average on the Plan's: (1) Funding Target Attainment Percentage, (2) Funding Shortfall, and (3) Minimum Required Contribution. The funding target attainment percentage is a measure of how well the plan is funded on a particular date. The funding shortfall is the amount by which liabilities exceed net plan assets. The minimum required contribution is the amount of money an employer is required by law to contribute to a plan in a given year. The following table shows this information determined with and without the adjusted interest rates. The information is provided for the Plan Year and for each of the two preceding plan years, if applicable.

		INFO	RMATION T	ABLE		
	20	18	2017		2016	
	With Adjusted Interest Rates	Without Adjusted Interest Rates	With Adjusted Interest Rates	Without Adjusted Interest Rates	With Adjusted Interest Rates	Without Adjusted Interest Rates
Funding Target Attainment Percentage	80.00%	64.81%	80.00%	63.78%	Not applicable	Not applicable
Funding Shortfall	\$14,962,911	\$32,493,579	\$13,745,462	\$31,220,822	Not applicable	Not applicable
Minimum Required Contribution	\$2,945,673	\$6,608,179	\$2,629,252	\$6,065,553	Not applicable	Not applicable

ANNUAL FUNDING NOTICE FOR THE EXETER HEALTH RESOURCES, INC. ACCOUNT BALANCE PENSION PLAN

Introduction

This notice includes important information about the funding status of your single-employer pension plan (the "Plan"). It also includes general information about the benefit payments guaranteed by the Pension Benefit Guaranty Corporation ("PBGC"), a federal insurance agency. All traditional pension plans (called "defined benefit pension plans") must provide this notice every year regardless of their funding status. This notice does not mean that the Plan is terminating. It is provided for informational purposes and you are not required to respond in any way. This notice is required by federal law. This notice is for the plan year beginning January 1, 2018 and ending December 31, 2018 ("Plan Year").

How Well Funded Is Your Plan

The law requires the administrator of the Plan to tell you how well the Plan is funded, using a measure called the "funding target attainment percentage." The Plan divides its Net Plan Assets by Plan Liabilities to get this percentage. In general, the higher the percentage, the better funded the plan. The Plan's Funding Target Attainment Percentage for the Plan Year and each of the two preceding plan years is shown in the chart below. The chart also shows you how the percentage was calculated.

For multiple employer plans sponsored by certain not-for-profit organizations (Eligible Charity), including Exeter Health Resources, Inc., the Pension Relief Act passed in June 2010 has delayed the effective date for the Pension Protection Act of 2006 ("PPA") provisions relating to minimum funding and benefit restrictions until plan years beginning on or after January 1, 2017. Prior to 2017, the Plan was exempt from current funding regulations due to the Plan Sponsor's Eligible Charity status. The numbers shown in the chart below are for reference only.

Funding Target Attainment Percentage					
	2018	2017	2016		
I. Valuation Date	January 1, 2018	January 1, 2017	January 1, 2016		
2. Plan Assets					
a. Total Plan Assets	\$78,818,976	\$76,303,928	\$74,874,124*		
b. Funding Standard Carryover Balance	\$18,967,329	\$21,322,077	\$47,248,389*		
c. Prefunding Balance	\$0	\$0	\$0*		
d. Net Plan Assets (a) - (b) - (c) = (d)	\$59,851,647	\$54,981,851	\$27,625,735*		
3. Plan Liabilities	\$74,814,558	\$68,727,313	\$80,842,403*		
4. Funding Target Attainment Percentage (2d)/(3)	80.00%	80.00%	34.17%*		

^{*}For reference only. PPA funding rules did not apply to this plan prior to 2017.

Plan Assets and Credit Balances

The chart above shows certain "credit balances" called the Funding Standard Carryover Balance and Prefunding Balance. A plan might have a credit balance, for example, if in a prior year an employer contributed money to the plan above the minimum level required by law. Generally, an employer may credit the excess money toward the minimum level of contributions required by law that it must make in future years. Plans must subtract these credit balances from Total Plan Assets to calculate their Funding Target Attainment Percentage.

Plan Liabilities

Plan Liabilities in line 3 of the chart above is an estimate of the amount of assets the Plan needs on the Valuation Date to pay for promised benefits under the Plan.

Year-End Assets and Liabilities

The asset values in the chart above are measured as of the first day of the Plan Ycar. They also are "actuarial values." Actuarial values differ from market values in that they do not fluctuate daily based on changes in the stock or other markets. Actuarial values smooth out those fluctuations and can allow for more predictable levels of future contributions. Despite the fluctuations, market values tend to show a clearer picture of a plan's funded status at a given point in time. As of December 31, 2018, the fair market value of the Plan's assets was \$71,532,339. On this same date, the Plan's liabilities, determined using market rates, were \$90,143,694.

Participant Information

The total number of participants and beneficiaries covered by the Plan on the Valuation Date was 1,824. Of this number, 1,266 were current employees, 106 were retired and receiving benefits, and 452 were retired or no longer working for the employer and have a right to future benefits.

Funding & Investment Policies

Every plan must have a procedure to establish a funding policy for plan objectives. A funding policy relates to how much money is needed to pay promised benefits. The funding policy of the Plan is to fund at least the minimum required contribution under Internal Revenue Service and ERISA funding rules.

Pension plans also have investment policies. These generally are written guidelines or general instructions for making investment management decisions.

Once money is contributed to the Plan, the money is invested at the discretion of a subcommittee of senior management employees who serve in a fiduciary capacity for the Plan and who are appointed by the employer. The fiduciaries make their decisions in accordance with an investment policy, which is to use the services and input of professional investment advisors, with the intention that plan assets be invested in a prudent and diversified manner, consistent with the long-term goal of providing retirement income to participants. The fiduciaries are guided by the philosophy that asset allocation is a very significant determinant of long-term investment return. The Plan is invested in two major asset classes, equities and fixed income. The allocation may vary in the range of 50-80% equities and 50-20% fixed income. The policy is that investment allocations should not vary outside these ranges, although such variation is possible during times of high market volatility.

Under the investment policy, the Plan's assets were allocated among the following categories of investments, as of the end of the Plan Year. These allocations are percentages of total assets:

Asse	t Allocations	Percentage
i.	Cash (Interest bearing and non-interest bearing)	8,35%
2.	U.S. Government securities	
3.	Corporate debt instruments (other than employer securities): Preferred	
	All other	
4.	Corporate stocks (other than employer securities): Preferred	
	Common	-
5.	Partnership/ joint venture interests	
6.	Real estate (other than employer real property)	
7.	Loans (other than to participants)	
8.	Participant loans	
9.	Value of interest in common/ collective trusts	
10.	Value of interest in pooled separate accounts	
н.	Value of interest in master trust investment accounts	
12.	Value of interest in 103-12 investment entities	
13.	Value of interest in registered investment companies (e.g., mutual funds)	78,67%
14.	Value of funds held in insurance co. general account (unallocated contracts)	
15.	Employer-related investments: Employer Securities	
	Employer real property	
16.	Buildings and other property used in plan operation	
17.	Other	12.98%

For information about the plan's investment in any of the following types of investments as described in the chart above, contact Sue Callahan, Director, Compensation and Benefits at (603) 580-7207, or at Exeter Health Resources, Inc., 5 Alumni Drive, Exeter, NH 03833, or at scallahan@ehr.org.

Right to Request a Copy of the Annual Report

Pension plans must file annual reports with the US Department of Labor. The report is called the "Form 5500." These reports contain financial and other information. You may obtain an electronic copy of your Plan's annual report by going to www.efast.dol.gov and using the search tool. Annual reports also are available from the US Department of Labor, Employee Benefits Security Administration's Public Disclosure Room at 200 Constitution Avenue, NW, Room N-1513, Washington, DC 20210, or by calling 202.693.8673. Or you may obtain a copy of the Plan's annual report by making a written request to the plan administrator.

Annual reports do not contain personal information, such as the amount of your accrued benefits. You may contact your Benefits Administrator if you want information about your accrued benefits. Your Benefits Administrator is identified below under "Where To Get More Information."

Summary of Rules Governing Termination of Single-Employer Plans

If a plan terminates, there are specific termination rules that must be followed under federal law. A summary of these rules follows.

There are two ways an employer can terminate its pension plan. First, the employer can end a plan in a "standard termination" but only after showing the PBGC that such plan has enough money to pay all benefits owed to participants. Under a standard termination, a plan must either purchase an annuity from an insurance company (which will provide you with periodic retirement benefits, such as monthly for life or for a set period of time when you retire) or, if the plan allows, issue one lump-sum payment that covers your entire benefit. Your plan administrator must give you advance notice that identifies the insurance company (or companies) selected to provide the annuity. The PBGC's guarantee ends upon the purchase of an annuity or payment of the lump-sum. If the plan purchases an annuity for you from an insurance company and that company becomes unable to pay, the applicable state guaranty association guarantees the annuity to the extent authorized by that state's law.

Second, if the plan is not fully-funded, the employer may apply for a distress termination. To do so, however, the employer must be in financial distress and prove to a bankruptcy court or to the PBGC that the employer cannot remain in business unless the plan is terminated. If the application is granted, the PBGC will take over the plan as trustee and pay plan benefits, up to the legal limits, using plan assets and PBGC guarantee funds.

Under certain circumstances, the PBGC may take action on its own to end a pension plan. Most terminations initiated by the PBGC occur when the PBGC determines that plan termination is needed to protect the interests of plan participants or of the PBGC insurance program. The PBGC can do so if, for example, a plan does not have enough money to pay benefits currently due.

Benefit Payments Guaranteed by the PBGC

When the PBGC takes over a plan, it pays pension benefits through its insurance program. Only benefits that you have earned a right to receive and that cannot be forfeited (called vested benefits) are guaranteed. Most participants and beneficiaries receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits that are not guaranteed.

The amount of benefits that PBGC guarantees is determined as of the plan termination date. However, if a plan terminates during a plan sponsor's bankruptcy, then the amount guaranteed is determined as of the date the sponsor entered bankruptcy.

The PBGC maximum benefit guarantee is set by law and is updated each calendar year. For

a plan with a termination date or sponsor bankruptcy date, as applicable in 2019, the maximum guarantee is \$5,607.95 per month, or \$67,295.40 per year, for a benefit paid to a 65-year-old retiree with no survivor benefit. If a plan terminates during a plan sponsor's bankruptcy, the maximum guarantee is fixed as of the calendar year in which the sponsor entered bankruptcy. The maximum guarantee is lower for an individual who begins receiving benefits from PBGC before age 65 reflecting the fact that younger retirees are expected to receive more monthly pension checks over their lifetimes. Similarly, the maximum guarantee is higher for an individual who starts receiving benefits from PBGC after age 65. The maximum guarantee by age can be found on PBGC's website, www.pbgc.gov. The guaranteed amount is also reduced if a benefit will be provided to a survivor of the plan participant.

The PBGC guarantees "basic benefits" earned before a plan is terminated, which include:

- pension benefits at normal retirement age;
- most early retirement benefits;
- annuity benefits for survivors of plan participants; and
- disability benefits for a disability that occurred before the date the plan terminated or the date the sponsor entered bankruptcy, as applicable.

The PBGC does not guarantee certain types of benefits:

- The PBGC does not guarantee benefits for which you have not met all age, service, or other requirements.
- Early retirement payments that are greater than payments at normal retirement age
 may not be guaranteed. For example, a supplemental benefit that stops when you
 become eligible for Social Security may not be guaranteed.
- Benefits other than pension benefits, such as health insurance, life insurance, death benefits, vacation pay, or severance pay, are not guaranteed.
- The PBGC generally does not pay lump sums exceeding \$5,000.

In some circumstances, participants and beneficiaries still may receive some benefits that are not guaranteed. This depends on how much money the terminated plan has and how much the PBGC recovers from employers for plan underfunding.

For additional general information about the PBGC and the pension insurance program guarantees, go to the "General FAQs about PBGC" on PBGC's website at www.pbgc.gov/generalfaqs. Please contact your employer or plan administrator for specific information about your pension plan or pension benefit. PBGC does not have that information. See "Where to Get More Information About Your Plan," below.

Where to Get More Information

For more information about this notice, you may contact Sue Callahan, Director, Compensation and Benefits at (603) 580-7207, or at Exeter Health Resources, Inc., 5 Alumni Drive, Exeter, NH 03833, or at scallahan@ehr.org. For identification purposes, the official plan number is 001 and the plan sponsor's name and employer identification number or "EIN" are Exeter Health Resources, Inc. and 02-0222126.

8882742v1/10344.001

EXHIBIT 25

EXETER HOSPITAL, INC. POLICY

POLICY #: (LD).326

PAGE: 1 of 9 4/2019

TITLE:

Financial Assistance Policy

REVIEWED DATE(S): 09/2016, 4/17, 10/17, -----, 11/18, 4/19

REVISION DATE(S): 09/2016, 4/17, 10/17, 1/18, 4/18, 11/18, 4/19

FUNCTION: Leadershi (LD)

SCOPE: Patient Accounts

DEVELOPED BY: Patient Accounts Finance

APPROVED BY: Board of Trustees 06 2016 Allison Casassa, VP

REVIEWED BY:

CROSS REFERENCES:

POLICIES/SCOPE OF SERVICE: LD).327 Debt Collection Policy

(RI).032 EMTALA Collection of Financial Information

(RI).008 - Effective Communication for Patients Families with Language

EFFECTIVE DATE:

Barriers

STANDARD OPERATING PROCEDURES: WORK INSTRUCTIONS:

FORMS: • 1639 - Financial Assistance Application

1639-ES - Financial Assistance Application (Spanish)

1641 - Plain Language Summary of Financial Assistance Policy (FAP)

1641-ES- Plain Language Summary of Financial Assistance Policy

(FAP) (Spanish)

1668 - Financial Assistance Program (Signage)

Stock 40922 - Financial Assistance Card - Patient Accounts

CHANGE CONTROL:

Effective Date	A=Add D=Delete C=Change	Description of changes	Responsible Person (e.g. S. Smith)	
04 2018	C	 Updated financial assistance guidelines 	T.Kirby	
11 2018	C	Updated Attachment C	A.Casassa	
04 2019	C	Updated financial assistance guidelines	7. Kirby	
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EXETER HOSPITAL, INC. POLICY

POLICY #: (LD),326

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EFFECTIVE DATE:

TITLE:

Financial Assistance Policy

PURPOSE:

It is the policy of Exeter Hospital to provide financial assistance to those patients who receive emergency medical care and other medically necessary care and meet the eligibility requirements of its Financial Assistance Program as set forth in this policy. Exeter Hospital's Financial Assistance Program was developed to comply with the Internal Revenue Code Section 501(r) as required under section 9007(a) of the Federal Patient Protection and Affordable Care Act. Exeter Hospital maintains a separate Debt Collection Policy.

This policy only covers services provided and billed by Exeter Hospital. This means Exeter Hospital's Financial Assistance Program does not apply to charges incurred by or bills patients receive from private physicians or physician practices for professional services provided in the Hospital. For a detailed listing of physician services not covered by Exeter Hospital's Financial Assistance Program, ("FAP") see Attachment C.

DEFINITIONS:

Amounts Generally Billed (AGB): The amounts generally billed for emergency or other medically necessary care to individuals who have insurance covering such care, determined in accordance with 26 C.F.R. § 1.501(r)-5(b). See Attachment B.

Assels: Property and items of value including but not limited to bank accounts, maney market or other investment accounts, retirement accounts (e.g., 401K, 403B, IRA, pension), inheritances, mutual funds, life insurance, trust fund distributions, stocks, bonds, land, and property other than a primary residence; however, the following items will be excluded from consideration in determining a patient's eligibility for financial assistance:

- Family of 1: assets up to \$7,500.00 in total or Family of 2 or more: assets up to \$15,000.00 in total;
- One motor vehicle per person or a maximum of two vehicles per Family, and,
- Primary residence.

Days: All references to days shall mean calendar days, unless otherwise specified

Emergency Medical Care: Care provided by a hospital for emergency medical conditions.

Emergency Medical Conditions. Emergency medical conditions as defined in section 1867 of the Social Security Act (42 U.S.C.§ 1395dd)

Earnity. is defined by the U.S. Census Bureau as a group of two or more people who reside together and who are related by birth, marriage or adoption.

- The state law regarding marriage or civil union and the federal guidelines are used to determine who is included in a family.
- In the case of applicants who carn income by caring for disabled adults in their homes, the disabled adults will be counted as a family member and their income included in determination
- The Internal Revenue Service rules that define who may be claimed as a dependent for tax purposes, are used as a guideline to validate family size in granting financial assistance

Federal Poverty Guidelines. Federal Poverty Guidelines are updated annually in the Federal Register by the United States Department of Health and Human Services under authority of subsection (2) of Section 9902 of Title 42 of the United States Code.

Gross Charges. The established price for medical care before applying any discounts, contractual allowances, or deductions.

Hospital: Exeter Hospital

Income: Total income before taxes derived from such things as wages and salaries, welfare payments, social security payments, strike benefits, unemployment or disability benefits, child support, alimony, and not earnings from business and investment activities paid to the individual.

Insured: Patients who have any governmental or private health insurance.

Medically Necessary. Healthcare services or supplies needed to diagnose or treat an illness, injury, condition, disease, or its symptoms and that meet accepted standards of medicine. Treatment for infertility and surrogacy, cosmetic procedures, and services not covered by insurance (due to the lack of authorization, for example) or considered experimental are all deemed not medically necessary.

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EXETER HOSPITAL, INC. POLICY

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Financial Assistance Policy

EFFECTIVE DATE:

Service Area: The geographic location where a patient must reside to be eligible to apply for financial assistance. See Attachment A.

Uninsured: Patients with no insurance or third-party assistance to help resolve their financial liability for healthcare items and services provided to the patient.

<u>Underinsured.</u> Patients who have limited healthcare coverage or coverage that leaves the patient with an out of pocket liability that exceed his or her financial abilities.

POLICY STATEMENTS:

A. Notice and Availability of Financial Assistance

- 1. Exeter Hospital's Financial Assistance Program ("FAP") is available to all patients who receive emergency medical care or other medically necessary care at Exeter Hospital and meet the FAP's eligibility requirements, as set furth by this policy. For financial assistance income and asset criteria and service area, see Attachment A. All sources of payment must be applied to a patient's account prior to becoming eligible for financial assistance. In addition, Exeter Hospital reserves the right to reverse financial assistance decisions and financial assistance adjustments if undisclosed income or assets are discovered after a patient's application for financial assistance is submitted and processed.
- 2. The Hospital's FAP shall be widely publicized in both English and Spanish by:
 - a. Making this policy, the FAP application form, and a plain language summary of the FAP available on the Hospital's website;
 - b. Setting up conspicuous public displays within the Hospital, including the Emergency Department and Registration areas, and all satellite locations of the Hospital, that notify and inform patients about the FAP, and making paper copies of this policy, the FAP application form, and a plain language summary of the FAP available upon request and without charge, both at the Hospital and by mail;
 - c. Notifying and informing members of the community served by the Hospital about the FAP in a manner reasonably calculated to reach those members who are most likely to require financial assistance from the Hospital (e.g. publishing in local newspapers at least annually and distributing this information to community partners to display this information);
 - d Offering a paper copy of the plain language summary of the FAP to patients as part of the intake or discharge process;
 - lincluding a conspicuous written notice on billing statements that notifies and informs recipients about the availability of financial assistance through the Hospital's FAP and includes (i) the telephone number of Patient Accounts (603-580-6627), where financial counselors can be reached during regular business hours to provide information about the FAP and assist with the application process and (ii) the Web site address where copies of this policy, the FAP application form, and a plain language summary of the FAP may be obtained.
- All uninsured patients, who do not quality for financial assistance under this policy, will receive an uninsured discount
 in the amount specified in Attachment B.
- 4. Uninsured patients approved for financial assistance will be responsible for a copayment, payable at the time of service. See Attachment B.
- 5. Any patients unable to pay their balance, whose accounts have not been sent to a collection agency, are offered interest free payment plans of up to 60 months, starting at a minimum of \$25.00 per month.
- 6. The Hospital maintains a separate Debt Collection Policy.
- 7. The Hospital's Patient Accounts Department in conjunction with the Compliance Department is responsible for conducting an annual review to determine whether reasonable efforts have been made to determine FAP eligibility.

B. FAP Eligibility Criteria

Patients may be eligible for financial assistance after meeting the following criteria:

- The patient must be a citizen of the United States or have a valid green card, and must have his or her primary residence within the Hospital's service area.
- 2. Annual Family Income plus Assets will be combined. The resulting total will be compared against the financial assistance guidelines based on Family size. See Attachment A.
- 3. A patient must apply for coverage through the Health Insurance Exchange and or the New Hampshire Health Medicaid Expansion Program during open enrollment and provide proof of coverage of exemption denial. If covered by insurance, a patient can not voluntarily cancel insurance coverage, which includes failure to pay his or her premiums
- 4. If a patient is covered by insurance and chooses to receive services out of network that are not medically necessary, any denied balance or out of pocket expense will not be eligible for financial assistance

EXETER HOSPITAL, INC. POLICY

POLICY #: (LD).326

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Financial Assistance Policy

C. FAP Required Documentation

The patient/applicant must provide documentation establishing eligibility for financial assistance, including (without limitation):

a. Fully completed application with signatures.

- b. Completed and signed copy of most recent year's Federal Income Tax Return, including all schedules and W-2 forms. If not required to file a tax return, a copy of your SSA-1099 Social Security Benefit Statement or a verification letter of non-filing from the IRS (www.irs.gov transcript)
- c. Copies of three months of bank and other financial account statements (e.g. savings, checking, money market, IRA, 401K, 403B, and pension), including all pages for all accounts.
- d. For applicants who state they are not working or receiving any income, a signed and notarized No Income Support verification form will need to be completed.
- Copies of government assistance notices (including Department of Health & Human Services).
- Proof of Healthcare Exchange or Medicaid Expansion exclusion/denial.

Financial Assistance applications are to be submitted to the following office:

Exeter Hospital - Patient Accounts 7 Holland Way - 2rd Floor Exeter, NH 03833

D. Application Process

- The patient must apply and supply all required documentation needed to establish eligibility for financial assistance no later than 240 days after the date of their first post-discharge billing statement. An unpaid account will not be submitted to a collection agency prior to 120 days from the date of first post-discharge billing statement. If after 120 days and on or before 240 days after the date of the first post-discharge billing statement, the patient applies for financial assistance. the account will be placed on hold pending determination of eligibility for financial assistance.
- 2. Patients can apply for financial assistance prior to services or after receipt of a bill. Patients can also apply after a bill has been sent to a collection agency, so long as the FAP application is submitted within 240 days of the date of the first post-discharge billing statement.
- Failure to disclose income or asset information may result in the patient's application being denied. This may include but will not be restricted to, third party settlements, Workers' Compensation settlements, certificates of deposit, stocks and bonds, property sold, land sold, and bank and other financial information.
- Exeter Hospital reserves the right to request additional information regarding the patient's credit evaluation, income tax return, banking information and to have the patient verify their expenses versus their income, if necessary

5. Exeter Hospital reserves the right to run a credit report.

- Any accounts that have been submitted to a collection agency and are beyond the 240 day filing period from date of first post-discharge billing statement will not be considered for financial assistance.
- 7. Any attempt to fraudulently obtain financial assistance shall result in the automatic denial of a patient's application and the patient will not be eligible to reapply for assistance at any time.

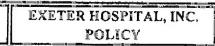
8. The patient is to be notified of approval, denial, or pending status within 30 days.

- 9. Financial assistance will be valid for six months from the date of approval or, for those on a fixed income (e.g., Social Security), it will be valid for one year from the date of approval. Patients need to reapply for financial assistance to have it extended beyond these time periods.
- 10. If the patient has been denied financial assistance, the patient cannot reapply for a period of six months, unless they have made payments toward the denied account(s) showing good faith and their financial situation has changed.
- 11. If an uninsured patient has previously qualified for financial assistance and has not made any required copayments, they may not reapply for financial assistance.

E. Appeals and Dispute Resolution

All patients have the right to appeal any decisions made regarding their financial assistance. Appeals must be submitted in writing to the below address within 30 days of receipt of the denial and must include the basis of the appeal. Appeals will be reviewed and responded to within 30 days of receipt of the request.

> Patient Accounts Attn: Patient Accounts Manager 7 Holland Way, 2nd Floor Exeter, NH 03833



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TITLE:

Financial Assistance Policy

F. Basis for Calculating Financial Assistance

A patient may be eligible for financial assistance if his her Family's combined income and Assets do not exceed the financial assistance guidelines set forth in Attachment A and has his or her primary residence within our service area.

The uninsured discount cannot be combined with financial assistance. If an uninsured patient qualifies for financial assistance, the uninsured discount will be reversed and financial assistance will be calculated based on the gross charge

For underinsured patients, financial assistance would be applied against any patient responsibility such as a copay, coinsurance, or deductible.

No FAP eligible individual will be charged more for emergency medical care or other medically necessary care than the AGB See Attachment B.

REFERENCES:

- 1. Patient Protection & Affordable Care Act, Internal Revenue Code Section 9007(a) Pub. L No. 111-148
- 2 Internal Revenue Code Section 501 (r)
- 3. Federal Poverty Guidelines

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ATTACHMENT A (a k a. Form #1641)

Plain Language Summary of Financial Assistance Policy (FAP)

Overview

If you do not have insurance, or your health insurance did not cover all of your bill, you may qualify for financial assistance if you live in our service area. A paper application along with supporting documentation is required. If you have insurance, financial assistance does not apply to non-covered services or out of pocket expenses. If you do not have insurance, you must first apply for insurance through state or other programs.

Financial assistance is for your hospital bill. It does not cover any physician services. Financial assistance must be for emergency or medically necessary care. If you qualify, you will not pay more than amounts generally billed to individuals who have insurance.

Financial Assistance from Exeter Hospital

You may be able to get financial assistance if:

- You do not have insurance;
- You do not have enough insurance, or
- . It will be hard for you to pay the full amount of your bill for our services

Some care is not covered under the FAP, such as, but not limited to-

- Cosmetic procedures,
- Infertility and surrogacy services;
- Services denied by your insurance company (because, for example, you did not receive the required prior authorization), and,
- Services deemed by your insurance company to be experimental

To Get Assistance under our FAP

- If you do not have insurance, live in one of the towns listed below and your combined income and assets are less than
 the amount noted below, you may be able to get free care with a copayment.
- If you have insurance, live in one of the towns listed below and your combined income and assets are less than the
 amount noted below, you may be able to get free core, after insurance has paid its share.

Exeter Hospital's Financial Assistance Guidelines

FAMILY SIZE	Combined Income and Assets less than
1	\$39,968
2	\$54,112
3	\$68,256
4	\$82,400
5	\$96,544
6	\$110,688
7	\$124,832
8	\$138,976



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Financial Assistance Policy

ATTACHMENT A (Cont.) (a k a Form 1641)

Exeter Hospital's Service Area - To get assistance, you must live in one of these towns

Atkinson	Barrington	Brentwood	Candia	Chester
Danville	Deerfield	Durham	East Hampstead	East Kingston
Epping	Exeter	Fremont	Greenland	Hampstead
Hampton	Hampton Falls	Kensington	Kingston	Lee
Madbury	New Castle	Newfields	Newmarket	Newton
Newton Junction	Northwood	North Hampton	Nottingl am	Plaistow
Portsmouth	Raymond	Rye	Rye Beach	Sandown
Seabrook	Somersworth	South Hampton	Stratham	West Nottingham

Where to Get an Application

- At any registration desk at Exeter Hospital
- At Exeter Hospital's Patient Accounts Office located at 7 Holland Way, 2nd Floor, in Exeter, NH Ask for one to be mailed to you by calling Patient Accounts Office at 603-580-6627
- Download an application at http://www.exeterhospital.com/patients-and-visitors/financial-assistance/

You can apply for help before receiving services or up to 240 days after you received your first statement. You must submit a complete FAP Application, along with required documents, to the Patient Accounts office located at

> Exeter Hospital - Patient Accounts 7 Holland Way Exeter, NH 03833

To Get a Translation

You can get copies of this summary, the full policy and the application itself in both English and Spanish. You can get other languages through our Language Line Please call Patient Accounts at 663-580-6627 for more information or to obtain copies. POLICY #:

(LD).326

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Financial Assistance Policy

ATTACHMENT B

Uninsured Care Discount for Self Pay Patients

Exeter Hospital extends a 58% discount off gross charges to self-pay patients who are uninsured. This discount is not valid for patients who have health insurance coverage, including but not limited to. Medicare, Medicaid, or any other state or federal programs. Self-pay means a patient who does not have any form of insurance, including, but not limited to, health insurance, MedPay coverage, or any other liability coverage. This discount cannot be combined with financial assistance. If an uninsured patient qualifies for financial assistance, this discount will be reversed and financial assistance will be calculated based off gross charges.

Uninsured Financial Assistance Copayment Amounts

Emergency Department/Surgical

\$30.00

Inpatient/Observation

\$50.00

Outpatient Testing

TITLE:

\$10.00

Recurring (such as

\$15.00 per 30 day period

Oncology Radiation, Rehab, Sleep, Wound)

Failure to pay repayment amounts will disqualify future applications for financial assistance.

Amounts Generally Billed

Exeter Hospital uses the look-back method to determine the amounts generally billed to individuals. The AGB is computed annually by dividing the sum of the amounts of all claims allowed for emergency medical care and other medically necessary care that have been allowed by Medicare fee for service and private insurers over the past 12 month period, divided by the sum of the associated gross charges for those claims. Amounts Generally Billed 42% of gross charges.



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Financial Assistance Policy

ATTACHMENT C

The following is a list of professional or physician services that are not covered under the Exeter Hospital FAP

- Ambulance Services (Town may vary)
- Anesthesiologists (Core Anesthesiology)
- Emergency Department Physicians (US Acute Care Solutions)
- Hospitalists (Core Physicians, LLC)
- Pathologists (Medical Billing & Management Services after 4 1 [9]
- Physicians (Billing will vary by Provider)
 - -Access Sports Medicine and Orthopaedics, P.A.
 - -Allergy Associates of New Hampshire, P.A.
 - -Appledore Infectious Disease
 - -Atlantic Digestive Specialists
 - -Brigham and Women's Hospital
 - -Coastal Cardiothoracic Associates
 - -Coastal New Hampshire Neurosurgeons, P.A.
 - -Core Physicians, LLC
 - -Dartmouth-Hitchcock Medical Center and Clinic Manchester
 - -Dover Pediatric Dentistry and Orthodontics
 - -Dover Women's Health, P.A.
 - -Eyesight Ophthalmic Services
 - -Lamprey Health Care, Inc.
 - -Mark R. Harrison, DDS
 - -MGH Tele Neurology Program
 - New England Heart Institute
 - -New England Neck & Spine Institute
 - -Northeast Dermatology Associates, P.A.
 - -Partners for Women's Health P.A.
 - -Portsmouth Hospital Wound Center
 - -Portsmouth Radiological, P.A.
 - -Rochester Infectious Disease -Seacoast Kidney and Hypertension Specialists, PLLC
 - -Seacoast Mental Health Center, Inc.
 - -Sentient Medical
 - -SpecialtyCare
 - -Summit Infectious Disease @ Wentworth Douglas Hospital
 - -Virtual Radiologic Professionals, LLC
- Physicians and Mid-Level Providers within the Center for Cancer Care (Massachusetts General Hospital Physicians Organization)
- Radiologists (Advanced Diagnostic Imaging, PLLC)

There are no providers that are covered under the Exeter Hospital FAP.

EXHIBIT 28

SUICIDE PREVENTION INITIATIVE

FOR COMPLETE GRANT INFORMATION REFER TO OUR COMMUNITY IMPACT PROGRAM FACT SHEET.



Exeter Health Resources has committed to reduce the rate of suicide in our communities. As a health system, we have endorsed the Zero Suicide Framework and will host a two-day training session in November 2017 for health organizations across the state. The foundational belief of Zero Suicide is that suicide deaths for individuals under care are preventable. The other main component of the suicide prevention initiative is a four-year grant cycle for community organizations that address the root causes of youth suicide within Rockingham County. Our 2017 grantees are outlined below.

Arts in Reach

The mission of Arts In Reach is to empower teenage girls through mentoring and the arts. Exeter Hospital will fund asset-based mentoring and arts programming for at-risk teenage girls that address and prevent some of the underlying causes of youth suicide.

Austin17House

Founded in 2017, Austin 17 House is a new community teen center in Brentwood. Exeter Hospital provided funding to establish an afterschool and tutoring program for teens, and to expand capacity through increased drop-in hours.

Big Brothers Big Sisters of New Hampshire

Exeter Hospital invested in Big Brothers Big Sisters to match 50 new Rockingham County youth, advancing the number served to 200. With rising poverty rates and a growing opioid crisis hitting families of all income levels, many youth lack the consistent support of caring adults. A supportive mentor can turn the tide.

The Carriage Barn Equestrian Center

The Carriage Barn's grant from Exeter Hospital will fund an inclusionary and supportive hippotherapy program where 40 adolescents will receive professional instruction in horsemanship and learn how to assist with therapeutic riding and carriage-driving lessons.

Chase Home for Children in partnership with Seacoast Outright and New Heights Funding from Exeter Hospital enables New Heights, The Chase Home for Children and Seacoast Outright to form the Seacoast Youth Suicide Prevention Network (SYSPN). The organizations will cross train and provide a portion of their core services to 150 youth in the first year of SYSPN's existence.





Connor's Climb Foundation

With funding from Exeter Hospital, Connor's Climb Foundation will host the second statewide training to educate 30 community members to lead the Signs of Suicide (SOS) program in schools and communities across the state. Exeter Hospital is also the main sponsor of their annual Connor's Climb 5K and Family Walk.

Exeter Area YMCA

Exeter Hospital awarded the Southern District YMCA a one-time capital grant to support the construction of a black box theater in their Odyssey Teen Center, and additional funding to support outreach efforts to expand access for low-income teenagers to use the YMCA.

Gather (formerly Seacoast Family Food Pantry)

Gather's Meals for Kids provides fresh ingredients for healthy meals weekly during school vacations and summer months. Exeter Hospital will underwrite the expansion of this program to include vouchers for Seacoast Eat Local's new mobile farmers' market van, which will be available to the community at the Seabrook Recreation Center.

Girls on the Run New Hampshire

Exeter Hospital granted long-time community partner Girls on the Run scholarship funds to enroll 150 girls in their ten-week program. Girls in 3rd-8th grade develop essential skills to navigate their worlds and establish a lifetime appreciation for health and fitness. The program culminates with a celebratory, non-competitive 5K event.

HAVEN

With support from Exeter Hospital, HAVEN will increase the capacity of their Safe Kids Strong Teens program by adding a fourth educator position, reaching an additional 500 students, and pilot a program focused on suicide prevention and the links between bullying and violence.

Raymond Coalition for Youth

Raymond Coalition for Youth empowers the community to promote positive youth development, and to reduce youth substance use and suicide risk. Funding from Exeter Hospital will support several community presentations on risks and protective factors, as well as suicide prevention training using the Connect model.

Seacoast Public Health Network

In partnership with Exeter Hospital, the KEY Program's #AreUin? Card will streamline the eligibility process for youth sports scholarships offered to students in the SAU 16 community. Students who qualify for the Free and Reduced Lunch program will be eligible for the #AreUin? Card, which eliminates the need for program partners to verify income, significantly reducing barriers to participation.

For more information, visit exeterhospital com or contact Jenn McGowan at jmcgowan@ehr.org or 603-580-7647.







EXHIBIT 39



Financial Assistance Policy LD-71 Page 1 of 2

Effective Date: 3-89 Last Reviewed: 04/09; 09/10; 02/11; 06/12;

04/13; 1/14; 11/14; 12/14; 10/15; 03/17; 03/18; 03/19

Function: Leadership (LD) Last Revised: 04/09; 09/10; 02/11; 06/12;

04/13; 04/14; 11/14; 12/14; 10/15; 03/17; 03/18; 03/19

Next scheduled

review date: 04/22 Supersedes: FSPA-03

Authorization:

Chair, Board of Trustees

Vice President of Finance

I. PURPOSE:

To offer assistance to patients and families who have incurred medical expenses and are unable to pay.

II. POLICY:

To ensure that medical care is accessible to all patients, regardless of their ability to pay, Wentworth-Douglass Hospital (WDH) has established a Financial Assistance Policy. Financial Assistance will be available for emergency and other medically necessary services provided and billed by Wentworth-Douglass Hospital (WDH) and Wentworth-Douglass Physician Corporation (WDPC) and will be granted according to financial need, based on income and assets.

III.RESPONSIBILITY:

This policy applies to WDH and WDPC. It is the responsibility of employees and managers to be familiar with the contents of this policy and to abide by the procedures listed herein. This policy shall be approved by the Board of Trustees.

It is the responsibility of the patient, family, or guarantor to complete the Financial Assistance application. The policy will be overseen by the Director of Revenue Cycle Operations and the Financial Clearance Managers. WDH adheres to the New Hampshire Health Access Network (NHHAN) Financial Assistance guidelines which may allow applicants to have Financial Assistance with other NH participating hospitals.

IV. PROCEDURE: (See attachment 2)

V. DISTRIBUTION:

This policy shall be distributed hospital-wide. This policy shall also be posted conspicuously on the WDH website as set forth below.

VI. FILING INSTRUCTIONS:

This policy shall be filed in the **Leadership (LD)** section of the WDH policy manual and online. It supersedes any and all previous policies related to this subject.

Financial Assistance Policy	LD-71	ATTACHMENT 1
		Page 1 of 2

DEFINITIONS

<u>APPLICATION PERIOD</u>: The period during which WDH/WDPC must accept and process an application (Form # 8241-41A) for financial assistance under this Policy in order to have made reasonable efforts to determine whether the individual is eligible for assistance. The application period begins on the date the care is provided to the individual and ends on the 240th day after WDH/WDPC provides the individual with the first billing statement for the care.

BAD DEBT: Unpaid patient balances remaining after 120 days of billing. These balances are transferred to a third party collection agency to pursue payment. For a full process reference, see <u>FSPA-05</u>, <u>Bad Debt and Collections</u>.

<u>CERTIFIED APPLICATION COUNSELORS (CACs)</u>: Formally trained assistance personnel available to offer guidance and education to the public in regards to the Marketplace.

EFFECTIVE DATES: The span of time a patient is covered through the Financial Assistance Program. Effective Dates begin on the earliest date of service that a patient has an outstanding balance during the Application Period, and can be valid up to one year.

ELECTIVE SERVICES: Procedures or treatments that are not Medically Necessary Services, including but not limited to: breast augmentation, acupuncture, vasectomies, vasectomy reversal, tubal ligation, reverse tubal ligation, abdominoplasty, cosmetic surgery or infertility treatment.

For these non-covered services, individuals who are otherwise eligible for financial assistance under this Policy will receive a discount equal to Amounts Generally Billed. Discount processes are outlined in <u>FSPA-10 Self Pay Discount policy</u>. A free copy of Policy FSPA-10 may be obtained by calling the WDH Billing Office at (855) 762-5219.

HOUSEHOLD SIZE: WDH determines household size based on the total number of Dependents claimed on the most recently filed Federal Income Tax Return. If the applicant was claimed as a Dependent on another individual's most recent Federal Income Tax Return, that individual's information, and any other claimed Dependents' information, will be required on and with the application.

MEDICALLY NECESSARY SERVICES:

- (1) For patients under age 21, health care services reasonably calculated to prevent, diagnose, correct, cure, alleviate or prevent the worsening of conditions that endanger life, cause pain, result in illness or infirmity, threaten to cause or aggravate a handicap, or cause physical deformity or malfunction, and no other equally effective course of treatment is available or suitable for the patient requesting a medically necessary service; and
- (2) For patients age 21 and over, health care services that a licensed health care provider, exercising prudent clinical judgment, would provide, in accordance with generally accepted standards of medical practice, to a patient for the purpose of evaluating, diagnosing, preventing, or treating an acute or chronic illness, injury, disease, or its symptoms, and that are:

Financial Assistance Policy	LD-71	ATTACHMENT 1
		Page 2 of 2

- Clinically appropriate in terms of type, frequency of use, extent, sit, and duration, and consistent with the established diagnosis or treatment of the patient's illness, injury, disease, or its symptoms;
- b. Not primarily for the convenience of the patient or the patient's family, caregiver, or health care provider;
- c. No more costly than other items or services which would produce equivalent diagnostic, therapeutic, or treatment results as related to the patient's illness, injury, disease, or its symptoms; and
- d. Not experimental, investigative, cosmetic, or duplicative in nature

<u>NOTIFICATION PERIOD</u>: The period during which WDH/WDPC must notify an individual about this Policy in order to have made reasonable efforts to determine whether the individual is eligible for financial assistance. The notification period begins on the first date care is provided to the individual and ends on the 120th day after WDH/WDPC provides the individual with the first billing statement for the care.

SERVICE AREA: The geographical designation from which an applicant must be a resident in order to be eligible for Dental Center Benefits through the Financial Assistance Program. These areas include: Barrington, NH; Dover, NH; Durham, NH; Lee, NH; Madbury, NH; Rollinsford, NH; Somersworth, NH; Berwick, ME; South Berwick, ME. For WDH and WDPC services, residency does not apply.

Financial Assistance Program	LD-71	ATTACHMENT 2	
		Page 1 of 6	

PROCEDURE

It is the responsibility of the patient, family, or guarantor to complete the Financial Assistance application.

The policy will be overseen by the Director of Revenue Cycle Operations and the Financial Clearance Managers. WDH adheres to the New Hampshire Health Access Network (NHHAN) Financial Assistance guidelines which may allow applicants to have Financial Assistance with other NH participating hospitals.

ELIGIBILITY CRITERIA FOR FINANCIAL ASSISTANCE

A. Summary of Eligibility Criteria

Patients must have a balance and/or be scheduled for services in order to apply for financial assistance. Financial assistance adjustments are taken after insurance claim adjudication, if applicable.

<u>Dental Center</u>. For the Dental Center, an individual's gross annual household income must be no greater than 300% of the federal poverty guidelines published by the Department of Health and Human Services; applicants must qualify for Financial Assistance and live in the service area or be a patient of WDPC.

<u>Income</u>. An individual's gross annual household income must be no greater than 250% of the federal poverty guidelines published by the Department of Health and Human Services in order for that individual to be eligible for financial assistance under this Policy. Patients who have balances exceeding the Income limit and whose out of pocket balance is 25% or greater of their annual household income, will be considered at the time of appeal for some financial assistance.

Income Guidelines (See Attachment 3)

- Types of income included:
- i. Alimony,
- ii. When dividends are noted on a tax return, the source of the dividends should be requested along with a recent market value statement.
- iii. Stipend: Income received for caring for foster children or disabled adults living in applicant's home.
- iv. All social security benefits.
- v. Receipt of payment of \$600 or more ("Other income").
- vi. Employment.
- vii. Self-Employment / Business Income.
- viii. Child support.
- ix. Pensions.
- x. Annuities/Retirement Income.

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- xi. Rental Income.
- xii. Interest Income.
- Types of income not included:
 - i. Credit card advances and Home Equity Loans because they have to be repaid.
 - ii. Value of food stamps, fuel assistance, electricity assistance, etc. because none of these can be used to pay medical bills.
- Methods for calculating household income.
 - i. Gross monthly income.
 - 1. To calculate monthly income:
 - o Take average weekly gross income multiplied by 52 divided by 12
 - Take average bi-weekly gross income multiplied by 26 divided by 12
 - Self Employed-Net Income and add back any amounts above the sheltered limits (advertising, depreciation, business use of home. meals and entertainment)..
 - ii. Gross yearly income
 - 1. To calculate yearly income:
 - Take average weekly gross income multiplied by 52
 - Take average bi-weekly gross income multiplied by 26
 - Self Employed-Net Income and add back any amounts above the sheltered limits (advertising, depreciation, business use of home, meals and entertainment).
 - Special Circumstances for Income (Seasonal employment, unemployment, new job, newly self-employed)
 - Letter from employer may be required to validate the special circumstance that would alter the income calculations as defined above.

<u>Liquid Assets</u>. An individual whose Liquid household assets exceed the limits set forth below is not eligible for financial assistance under this Policy.

Liquid Asset Guidelines

For a household of 1, those with a Combined Asset Limit of \$15,000 or more are not eligible for financial assistance.

For a household greater than 1, the Combined Asset Limit is \$30,000

- Type of Liquid Assets Included:
 - i. Bank Accounts (Checking/Savings).
 - ii. Certificate of Deposit (CDs).
- iii. Money Markets.
- iv. Stocks / Bonds/Mutual Funds.
- v. Trusts.
- vi. Gambling winnings.
- vii. Capital gains.

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- viii. Inheritances.
- ix. Retirement account(s) currently being contributed to.
- o Other Non-liquid Assets:
 - i. Additional Properties
- o Type of Assets Not Included:
 - i. Primary Residence.
 - ii. Retirement account(s) not currently being contributed to.

Public Assistance Programs (State Medicaid)

- a. If an applicant would meet criteria to apply for a state Medicaid program that is contracted with WDH, proof of denial is required before a Financial Assistance Application will be processed. Contracted state Medicaid programs can be found on the Hospital's website: www.wdhospital.org.
- b. If a patient is already approved for Financial Assistance but becomes eligible to receive State Medicaid in a state that is contracted with WDH, Financial Assistance will be discontinued and the patient will be required to follow the Medicaid application process.

Liability-Related Accounts Will Not Be Considered For Financial Assistance

The following will not be considered in the calculation of income or assets:

- a. Workers compensation.
- b. Auto with medical payment or any other potential sources must be exhausted before any Financial Assistance will be awarded.
- c. Any lawsuit where expected compensation could be related to services rendered.

APPLICATION PROCESS

Financial Assistance policy and application (8241-41A) are offered and available at each check-in location at WDH. When a patient, family or guarantor requests Financial Assistance information, he/she will be given a Financial Assistance application. Financial Assistance applications are available at the time of registration or in the Financial Assistance Office and all Wentworth-Douglass Physician Cooperation offices. Applications are available on the Hospital Website: www.WDHospital.org or patients can call and request an application be mailed to their home. Financial Assistance Representatives are available to help with filling out the application over the phone or in person at the Financial Assistance Office.

Patients can apply for financial assistance any time during the Application Period. The Application Period begins with the first day care is provided and ends on the 240th day after the first billing statement is sent after discharge. [Affordable Care Act, Section 501(r)(6)]

If a patient's account(s) is in Bad Debt when the Financial Assistance application is received, a Financial Assistant Representative will contact the collection agency to place the claim(s)

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on hold. No further collection attempts will be made until the application is processed. If approved, the account(s) will be recalled from bad debt and balances will be written off to Financial Assistance. If the application is denied, the collection agency will be informed to remove the hold from the account(s) and continue attempts for collection.

The Financial Assistance application consists of a cover letter and a two page application. The application covers all household members. (Household members are determined by the total dependents on a previous year's tax return.)

All applications for WDH and WDPC Financial Assistance are reviewed for eligibility in the NH Health Access Network (NHHAN). The New Hampshire Health Access Network (NHHAN) is a group of hospitals, doctors and other health care providers in New Hampshire that work together to help children and adults when they can't afford the health care they need. If approved for NHHAN as well as WDHS Financial Assistance, a separate approval and card will be issued. (See Attachment 6) Patients who present a valid NHHAN card will be covered under this policy for medically necessary services rendered by WDH/WDPC.

FINANCIAL ASSISTANCE DETERMINATION

All applicants will receive a determination letter in the mail within 30 days of Application submission. The letter will specify if the patient has been approved or denied for Financial Assistance, and list <u>Effective Dates</u> of coverage for approvals and/or reasons for denials.

Applicants can be approved up to 12 months from the date of application.

A. Approvals

WDH/WDPC

 a. If approved for financial assistance, 100% coverage for emergency and other Medically Necessary Services.

2. Dental Center

- a. A \$35 flat rate visit fee is required before services are rendered for all self-pay patients. The flat rate visit fee is collected at each visit.
- b. Some services will require additional out of pocket expenses (i.e.: Dentures, Crowns). Balances for these services should be adjusted using the below methods:
 - i. 50% of cost is required at the initial visit and the remaining 50% is due by the final appointment/fitting.

B. Denials

- Applicants may be denied for the following reasons:
 - a. Over Income.
 - b. Over Asset.
 - c. Missing Documentation required to process application.
 - d. No balances or scheduled appointments to be considered for financial assistance.
 - e. Meet the criteria to apply for State Medicaid.

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C. Appeals Process

- In the event a patient is determined not eligible after a review of all hardship and financial criteria, the patient will be advised that they may appeal the decision to the hospital's Vice President of Finance/CFO. The patient may request an appeal in writing by sending their request to the hospital's CFO. The letter of appeal must be submitted within 30 days from denial date.
- The Appeal review is completed by the Vice President of Finance/CFO or Designee, the Financial Clearance Manager or a Financial Assistance Representative. It will take place within thirty (30) calendar business days of receiving the Appeal Letter and the patient will be advised of the final decision, in writing, immediately thereafter.
- The Vice President of Finance/CFO or designee may modify eligibility requirements, on a case by case basis, at the time of appeal based on extraordinary circumstances.

IV. PUBLICATION OF THIS POLICY

This Policy, the application form for financial assistance and a brief summary of this. Policy shall be posted on the WDH web site in a manner that permits individuals to easily access, download, and view and print a copy at no charge. Individuals shall not be required to create an account or provide personally identifiable information as a condition of accessing or printing a copy of such information. WDH will provide to individuals, upon request, information on how to access a copy of the above documents online, including a direct website address where the documents are posted. WDH shall provide public notice annually on its website after Federal Poverty Guidelines promulgated by the Department of Health and Human Services are published in the Federal Register.

Patients will be offered a copy of this policy at the time of registration. Paper copies of this Policy, the application form for financial assistance, and a plain language summary of this Policy shall be provided via mail without charge upon request, and shall be available at various locations throughout WDH.

WDH shall inform patients and visitors about this Policy by:

- Offering paper copies of the plain language summary to patients as part of the intake or discharge process;
- 2. Including a conspicuous written notice on billing statements that informs recipients about the availability of financial assistance under this Policy and includes the telephone number of the department that can provide information about this Policy, the application process, and the direct website address (or URL) where copies of this Policy, the application form for financial assistance, and the plain language summary may be obtained; and
- Setting up conspicuous public displays that inform patients about this Policy in public locations in the hospital facility, including the emergency department and admissions areas.

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WDH shall also notify residents of the community about this Policy in a manner reasonably calculated to reach those who are most likely to require financial assistance (e.g. by providing information to social service agencies).

Any public distribution of information about this Policy shall be in English and in the primary language of any populations with limited proficiency in English that constitute the lesser of 1,000 individuals or 5 percent of the residents of the community.

V. PRACTITIONERS COVERED BY PROGRAM

All Wentworth Health Partners providers will comply with this Financial Assistance Policy. A list of Wentworth Health Partners providers is available via online at https://wdhospitalinternal.org/whp.

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PROCESS FOR REVIEWING PAPER APPLICATIONS

A. APPROVALS

- 1. Application is received.
- 2. FA Representative fills out Cover Sheet for the applicant.
- 3. FA Representative notes "Application received" in patient's medical record.
- 4. Application is assessed for FA Eligibility and determined Approved.
- 5. FA Representative generates Approval Letter and/or Card, signs and mails to patient.
- 6. Patient Application Packet is scanned into patient's medical record, along with a copy of the Approval Letter and/or Card.

B. **DENIALS**

- 1. Application is received.
- 2. FA Representative fills out Cover Sheet for the applicant.
- 3. FA Representative notes "Application received" in patient's medical record.
- 4. Application is assessed for FA Eligibility and determined Denied.
- 5. FA Representative generates Denial Letter with reason, signs and mails to patient.
- 6. Patient Application Packet is scanned into patient's medical record, along with a copy of the Denial Letter.



Financial Assistance Program: Policy Summary

ASSISTANCE OFFERED UNDER THIS POLICY:

Wentworth-Douglass Hospital and Wentworth-Douglass Physician Corporation patients approved for Financial Assistance receive 100% coverage for emergency and other medically necessary services. Dental Center patients are required to pay a flat \$35 visit fee before receiving dental services at each visit. Some dental services will require additional out-of-pocket expenses. Financial assistance adjustments are taken after insurance claim adjudication, if applicable.

Elective procedures will not be covered under financial assistance. For these non-covered services, individuals who are otherwise eligible for financial assistance under this Policy will receive a discount equal to amounts generally billed.

HOW TO APPLY or OBTAIN COPIES OF POLICY & APPLICATION

Financial Assistance Representatives are available to assist with any questions regarding the Financial Assistance Application Process and/or Policy.

IN PERSON: Paper copies are available at Wentworth-Douglass Hospital & Wentworth-Douglass Physician Corporation Practices, as well as the Financial Assistance Office: Wentworth-Douglass Business Systems Building, 121 Broadway Avenue, Dover, NH 03820. Office Hours: Monday-Friday 8:00am – 4:00pm

ONLINE: Electronic Copies are available to the public free of charge, to view and/or print, on the Hospital Website: www.WDHospital.org.

BY MAIL: To request these documents be sent by mail, free of charge, call the Financial Assistance Office at (603) 740-3234.

Basic Eligibility Guidelines: Effective 4/1/19

Income: See chart below for income eligibility guidelines.

	Wentworth Douglass Hospital F	inancial Assistance	Income Guidelines
HOUSEHOLD SIZE	FEDERAL POVERTY GUIDELINES	WDH/WHP GROSS ANNUAL INCOME GUIDELINES 250% x FPL	DENTAL CENTER INCOME GUIDELINES 300% x FPL
1	\$12,490	\$ 31,225.00	\$ 37,470.00
2	\$16,910	\$ 42,275.00	\$ 50,730.00
3	\$21,330	\$ 53,325.00	\$ 63,990.00
4	\$25,750	\$ 64,375.00	\$ 77,250.00
5	\$30,170	\$ 75,425.00	\$ 90,510.00
6	\$34,590	\$ 86,475.00	\$ 103,770.00
7	\$39,010	\$ 97,525.00	\$117,030.00
8	\$43,430	\$ 108,575.00	\$130,290.00
	Add additional \$4,420 for any far	mily members <u>over</u> 8	
	* Figures obtained from Federa	l Register *	

Assets: Individual household limit is \$15,000. Household greater than one, limit is \$30,000.

^{*}All Financial Assistance documents are available in English, Spanish and Indonesian

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Wentworth Douglass Hospital 2019

Financial Assistance Income Guidelines

HOUSEHOLD SIZE	FEDERAL POVERTY GUIDELINES	AN	HAWHP GROSS INUAL INCOME GUIDELINES 250% x FPL	D	INCOME GUIDELINES 300% x FPL
1	\$12,490	\$	31,225.00	\$	37,470.00
2	\$16,910	\$	42,275.00	\$	50,730.00
3	\$21,330	\$	53,325.00	\$	63,990.00
4	\$25,750	\$	64,375.00	\$	77,250.00
5	\$30,170	\$	75,425.00	\$	90,510.00
6	\$34,590	\$	86,475.00	\$	103,770.00
7	\$39,010	\$	97,525,00	\$	117,030.00
8	\$43,430	\$ 1	108,575.00	\$	130,290.00

Add additional \$4,420 for any family members over 8

* Figures obtained from Federal Register * https://www.federalregister.gov/document s/2019/02/01/2019-00621/annual-update-of-the-hhs-poverty-guidelines

Annual Update of the HHS Poverty Guidelines- Pages 1167-1168 [FR DOC # 2019-00621]

FA Application Cover Page Wentworth Douglass Hospital & Wentworth Health Partners Phone: 603-740-3234

Mail Application to:

789 Central Avenue Dover NH 03820 ATTN: Financial Assistance Office

In Person Assistance:

Wentworth-Douglass Business Systems 121 Broadway Avenue Dover NH 03820

Dear Applicant:

You may be able to get financial help from Wentworth Douglass Hospital & Wentworth Health Partners and possibly other healthcare organizations.

How to Apply

To find out if you or your household qualifies, you must complete the application and provide proof of income, and <u>copies</u> of the following documents:

Documentation that must be submitted with your application	Included	Not Applicable
1. Complete copy of your most recent Federal Income Tax Return (1040 Form) and all supporting schedules, including last year's W-2 form(s)		
a. If you did not file a tax return, you will be asked to sign a 4506T Form, which allows us to contact the IRS to verify a tax return was not filed		
2. Copies of the three (3) most recent, consecutive paycheck stubs or a statement from employer on company letterhead		
3. If Self Employed, 12 months profit and loss statement required		
4. If you do not have an income, you will be asked to sign a No Income and Support Proclamation Form, which we require in order to process your application		
5. Copies of three (3) most recent bank statements (e.g., savings, checking, money market, IRA, 401K, etc.)		
a. If you do not have a bank account(s), you will be asked to sign a No Bank Account Proclamation Form, which we require in order to process		
6. Copies of unemployment or disability compensation benefits (include start date)		
7. Copies of pension benefits		

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8. Copy of Social Security income (yearly benefit statements, copy o direct deposit)	f check or
9. Copy of Food stamp allocation	
10. Copies of Government Assistance Notices, including Department and Human Services Spend Down & Deductible letters.	t of Health
a. If no notice is available, you will be asked to sign an Authorization Form for Department of Health and Human Services, which allows us to get the notic Department of Health and Human Services	
11. Copy of Worker's Compensation (indicate date of injury)	
12. Copies of Child support paid and/or received	
13. If you are married but have separated from your spouse, a copy legal separation document is required	of your
 If you did not go through the court system for your separation, you will be a provide notarized statements of separation and/or lease agreements 	asked to

LD-71

ATTACHMENT 5

**PLEASE SEND <u>COPIES</u> OF ANY APPLICABLE DOCUMENTATION ** Documents are NOT returned to applicants; they are scanned and securely destroyed.

Please note that elective procedures may not be considered for assistance

Please use this checklist to be sure we have all the information needed to quickly and correctly process your application. We may ask you for additional information, so please verify that the contact information you have listed is accurate.

The information you provide is confidential.

Financial Assistance Policy

You will continue to be financially responsible for any services you receive until we have learned whether you qualify for help.

If you have not heard from us in 30 days after returning your application, or you need help in understanding it, please call our Financial Assistance Office at (603) 740-3234 and one of our representatives will assist you.

<u>To view Wentworth-Douglass Hospital's Financial Assistance policy, go to www.wdhospital.org;</u>
<u>Patient Services/</u>

FA DETERMINATION LETTER APPROVED



WENTWORTH-DOUGLASS HOSPITAL WENTWORTH HEALTH PARTNERS FINANCIAL ASSISTANCE

Mailing Address: 789 Central Avenue, Dover NH 03820 In Person: Wentworth-Douglass Business Systems, 121 Broadway, Dover NH

Phone: 740-3234

«PATIENT_NAME»
«ADDRESS»
«CITY», «STATE» «ZIP»

It is my pleasure to inform you that based on the information you provided; you have been approved for a **100**% reduction of the cost of services provided by Wentworth-Douglass Hospital & Wentworth Health Partners. Wentworth Douglass Community Dental Center Patients, are required to pay a co pay at each visit.

Please Note: If you have Dental Insurance Coverage or reside outside of the demographic service area, you will not be eligible for services with the Community Dental Center.

Your original application and documentation have been scanned into our system.

If you are disabled or you become disabled or are age 65 or older, you may be required to apply for Medicaid anytime during your eligibility span.

Financial Assistance <u>will not</u> cover any elective procedures or liability-related procedures (for example, procedures subject to worker's compensation claims).

If you are receiving statements after the date of this letter, it is your responsibility to inform us by contracting our office at 740-3234. We will not automatically process all patient balances without notification.

Please be advised

- □ Enclosed you will find your Financial Assistance Award Card.
- □ It is your responsibility to present this card to your provider at the time of service.
- The attached Financial Assistance Award Card contains a date of expiration Once the Card has expired, it is your responsibility to reapply for assistance.
- Emergency department physicians, radiologists, pathologists, anesthesiologists and consulting physicians will bill you separately for their services, if provided. If you have any questions regarding bills from these providers, please contact them directly. This Financial Assistance decision is not honored by all of these physicians. It is your responsibility to provide this information to any physician or medical provider.

Sincerely,

Representative Name Family Resource Representative

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Financial Assistance Office Phone # 603-740-3234

SAMPLE CARD



Wentworth Douglass Hospital Wentworth Health Partners

Financial Assistance Program Plan 100
789 Central Avenue, DoverNH 03820
Authorized Signature: Phor
Patient Name: MR

Phone: 803-740-3234

MR#

Effective Date:

Valid through:

NH Health	Access
Name:	NH Health Access
End Date:	Level:
Issuing Org:	
Telephone No. & Ext:	
Authorized Signature:	
*Name of Insurance	

ATTACHMENT 7
Page 1 of 1

FA DETERMINATION LETTER DENIED

Wentworth Douglass Hospital & Wentworth-Douglass Physician Corporation

Mailing Address: 789 Central Avenue

In Person: WD Business Systems, 121 Broadway

Dover NH 03820

ATTN: Financial Assistance Office

603-740-3234

Date:

MR#

Thank you for taking the time to apply for financial assistance. Unfortunately, your application has been denied.

Your original application and documentation have been scanned into our system.

YOUR APPLICATION IS BEING DENIED FOR THE FOLLOWING REASONS

Need

Based on this determination, your medical bills are your responsibility. If your circumstances change, you may reapply for financial assistance.

If you wish to appeal this decision you may do so in writing to the Vice President of Finance/CFO at Wentworth-Douglass Hospital - 789 Central Avenue - Dover NH 03820. Appeal must be received within 30 days from date of this denial.

In the meantime, please feel free to contact Patient Accounts to discuss payment options. Patient Accounts Department can be reached at 1-855-762-5219.

Sincerely,

Representative Name
Family Resource Representative
Phone # 603-740-3234