

MERRIMACK, SS

THE STATE OF NEW HAMPSHIRE

SUPERIOR COURT

**STATE OF NEW HAMPSHIRE,**  
One Granite Place South  
Concord, NH 03301

and

**ATTORNEY GENERAL,  
DIRECTOR OF CHARITABLE TRUSTS,**  
One Granite Place South  
Concord, NH 03301

Plaintiffs,

v.

**VALLEY REGIONAL HEALTH CARE, INC.**  
243 Elm St.  
Claremont, NH 03743,

**VALLEY REGIONAL HOSPITAL, INC.**  
243 Elm St.  
Claremont, NH 03743

and

**DARTMOUTH-HITCHCOCK HEALTH,**  
One Medical Center Dr.  
Lebanon, NH 03766

Respondents.

**Docket No.**

217-2024-CV-00206

**~~PROPOSED~~ FINAL JUDGMENT**

Plaintiffs State of New Hampshire, by and through its attorneys, the Office of the Attorney General, Consumer Protection and Antitrust Bureau (“State” or “CPAB”) and the

Attorney General, Director of Charitable Trusts (“DCT”) (collectively, “Plaintiffs” or “Attorney General”) filed a Complaint on April 1, 2024 against Valley Regional Healthcare, Inc. (“VRHC”), Valley Regional Hospital, Inc., (“VRH”), and Dartmouth-Hitchcock Health (“D-HH”) (collectively, “Respondents”), seeking an injunction and other relief in this matter pursuant to the New Hampshire Combinations and Monopolies Act, N.H. Rev. Stat. Ann. ch. 356; the New Hampshire Consumer Protection Act, N.H. Rev. Stat. Ann. ch. 358-A; and the New Hampshire statutes pertaining to charitable trusts, N.H. Rev. Stat. Ann. ch. 7, secs. 19–32-1 (and as these statutes are informed by federal antitrust law and policy including the Clayton Act, 15 U.S.C. §§ 18, 26). Plaintiff State, acting through the CPAB, enforces state and federal laws designed to protect free and open markets and fair business practices for the benefit of consumers. *See* N.H. Const., Part II, Art. 83; N.H. Rev. Stat. Ann. chs. 356, 358-A; 15 U.S.C. §§ 18, 26.

Plaintiff State, by and through its Attorney General, also brings this action as *parens patriae* on behalf of and to protect the health and welfare of its citizens and the general economy of the State. *See* N.H. Rev. Stat. Ann. chs. 356, 358-A. The Complaint alleges that the consummation of the proposed transaction under the Integration Agreement and related agreements, whereby D-HH will become the sole corporate member of VRHC, would risk substantially lessening competition in health care markets served by Respondents to the detriment of consumers.

Plaintiff DCT has the common law duty and power to supervise and enforce charitable trusts. *See* N.H. Rev. Stat. Ann. § 7:19–32-1; *see also In re Robert T. Keeler Maint. Fund*, 2023 N.H. LEXIS 124, \*8–9 (July 13, 2023) (quoting *In re Trust of Mary Baker Eddy*, 172 N.H. 266, 273 (2019) (“the attorney general (or the DCT, as his representative) has the statutory power and

duty to represent the public in the enforcement and supervision of charitable trusts”)). The DCT is further required by statute to review any change of control or acquisition transaction of a health care charitable trust to determine compliance with the requirements of N.H. Rev. Stat. Ann. § 7:19-b.

Plaintiff State represents that under the circumstances of this case, the entry of this Final Judgment is in the public interest and will provide a remedy for potential alleged harm to free and fair competition in health care markets in New Hampshire. Plaintiff DCT represents that under the circumstances of this case, the entry of this Final Judgment and compliance therewith will satisfy Respondents’ obligations under N.H. Rev. Stat. Ann. § 7:19-b. Respondents contend that the proposed transaction will result in substantial benefits for New Hampshire consumers. Nonetheless, in order to avoid the time, expense, and uncertainty of litigation, the parties agree that this Final Judgment contains the relief agreed to by Plaintiffs and Respondents pursuant to negotiated terms without trial or adjudication of any issue of fact or law, without the Final Judgment constituting any evidence against or admission by any party relating to any issue of fact or law, and without Respondents admitting liability, wrongdoing, or the truth of any allegations in the Complaint.

NOW THEREFORE, IT IS HEREBY ORDERED that the proposed transaction among Valley Regional Healthcare, Inc., Valley Regional Hospital, Inc., and Dartmouth-Hitchcock Health may proceed without undue delay, subject to their compliance with the conditions that follow.

## **I. JURISDICTION**

Pursuant to N.H. Rev. Stat. Ann § 358-A:4, III(a) and agreement with the Respondents, this Court has jurisdiction over the subject matter of the Complaint and this Final Judgment, and over the Respondents named in the Complaint.

## **II. BACKGROUND**

1. VRHC is the parent and sole corporate member of VRH, a critical access hospital (“CAH”) located in Claremont, New Hampshire, that serves the surrounding communities in Sullivan County.
2. D-HH is the coordinating organization of a multi-member, integrated academic health system that delivers a full spectrum of health care services to the general public of New Hampshire and Vermont (the “D-HH System”), and is the sole corporate member of Mary Hitchcock Memorial Hospital and Dartmouth-Hitchcock Clinic, which operate jointly as Dartmouth-Hitchcock (“D-H”). The D-HH System is anchored by its flagship hospital Dartmouth Hitchcock Medical Center (“DHMC”) located in Lebanon, New Hampshire, and consists of: DHMC; three rural CAHs—New London Hospital located in New London, New Hampshire, Mt. Ascutney Hospital and Health Center located in Windsor, Vermont, and Alice Peck Day Memorial Hospital located in Lebanon, New Hampshire; and two acute care community hospitals—Cheshire Medical Center, located in Keene, New Hampshire and Southwestern Vermont Medical Center located in Bennington, Vermont.
3. Respondents are nonprofit corporations exempt from federal taxation under Section 501(c)(3) of the Internal Revenue Code.
4. Respondents executed an Integration Agreement on December 6, 2022, to be amended no later than seven (7) days prior to the Closing Date as provided in Section VI.1.A., to provide for

a change of control of VRHC by D-HH, whereby D-HH becomes the sole corporate member of VRHC (the “Affiliation”), subject to regulatory reviews and other closing conditions.

5. Respondents notified the CPAB and the DCT of the Affiliation and filed a notice of a proposed transaction with the DCT on December 14, 2022 (hereinafter, “DCT Notice”). In accordance with N.H. Rev. Stat. Ann. § 7:19-b, IV (a), the DCT subsequently requested and obtained from the Respondents additional documentation and information regarding the Affiliation. The additional information and documentation submitted by the Respondents are included in the DCT Notice. Pursuant to N.H. Rev. Stat. Ann. § 541-A:29, IV, Respondents entered into written agreements to extend the statutory deadline for the DCT’s review under N.H. Rev. Stat. Ann. § 7:19-b, to April 1, 2024.

6. Plaintiff State represents that in the circumstances of this case, the terms and remedies described herein are appropriate and in the public interest and is therefore willing to accept this resolution in lieu of proceeding with an action to permanently enjoin the consummation of the Affiliation.

7. Plaintiff DCT has determined that the Affiliation complies with N.H. Rev. Stat. Ann. § 7:19-b, subject to the terms of the DCT Notice and the terms and conditions set forth herein. The Report of the DCT is attached as an exhibit to the Complaint.

8. Plaintiffs reviewed and investigated the proposed transaction pursuant to their separate jurisdictions. In Plaintiffs’ view, the most appropriate and efficient manner to resolve Plaintiffs’ concerns with the proposed transaction is through the jointly filed Complaint and this Final Judgment.

9. Respondents agree to enter into and comply with this Final Judgment so as to avoid significant expense, inconvenience, and uncertainty, and to permit the Affiliation to close without further delay.

10. This Final Judgment governs the conduct and obligations of Respondents, and any successors or assigns upon closing of the proposed transaction under the Integration Agreement for the Term of the Final Judgment or unless otherwise specified below or as ordered by this Court.

### **III. CONSTRUCTION**

1. This Final Judgment shall be construed pursuant to the laws of the State of New Hampshire and enforced pursuant to the authority of the Merrimack County Superior Court in the State of New Hampshire. The Final Judgment shall be interpreted in accordance with its fair meaning and not against any party hereto.

2. This Final Judgment should be interpreted to give full effect to the procompetitive purposes of consumer protection and antitrust laws and to protect the competition that Plaintiff State alleges may be lessened by the Affiliation. The Final Judgment also should be interpreted to allow Respondents to provide the full benefits of the Affiliation to the communities they serve within the State of New Hampshire. All captions are for convenience only and are not deemed a part of the substantive terms of this Final Judgment.

3. This Final Judgment shall not create a private cause of action or confer any right to any Third Party for violation of any state or federal law by any Respondent except that the Attorney General, acting through the CPAB or the DCT, may file an action or motion to enforce this Final Judgment.

4. Nothing contained in this Final Judgment shall be construed to alter or modify any existing legal rights of any consumer or to deprive any person or entity of any existing private right under the law.

5. Nothing contained in this Final Judgment shall be construed to relieve Respondents of the obligation to comply with all state and federal laws, nor shall it be construed as approval by the Attorney General of any business or governance practices of Respondents.

#### IV. DEFINITIONS

As used in this Final Judgment:

1. “**Affiliate**” means any Person (other than an individual) that through one or more intermediaries controls, is controlled by, or is under common control with, another Person (other than an individual). As used in this definition, “control” includes the power to direct or cause the direction of the management and policies of a Person (other than an individual).

2. “**Anti-Tiering or Anti-Steering Clause**” means any written or unwritten agreement, term, or practice between a Health Care Provider and a Payor that prohibits the Payor from steering its members to a Hospital or Health Care Provider based on price, access, and/or quality criteria, such as placing the Health Care Provider in a tiered product based on objective criteria determined by the Payor, or that requires the Payor place the Health Care Provider in a particular tier in a tiered health plan product. This includes a gag clause that would prevent a Payor from disclosing cost, access, or quality information to its enrollees, patients or employers.

3. “**Closing Date**” means the effective date when the Affiliation is consummated pursuant to the Integration Agreement.

4. “**Community Needs Assessment**” means the assessment conducted by VRHC, including VRH, as provided in N.H. Rev. Stat. Ann § 7:32-f and 26 U.S.C. § 501(r)(3).

5. **“Dartmouth-Hitchcock Health”** or **“D-HH”** means Respondent Dartmouth-Hitchcock Health, a New Hampshire nonprofit corporation with its headquarters in Lebanon, New Hampshire, its successors and assigns, Affiliates, and their respective directors, officers, managers, agents, and employees.
6. **“D-HH Mid-Level Provider”** means a Mid-Level Provider who has an employment relationship with D-HH, or any D-HH Affiliate.
7. **“D-HH Physician”** means a Physician who has an employment relationship with D-HH, or any D-HH Affiliate.
8. **“Exclusivity Clause”** or **“Exclusive Contract”** means any written or unwritten term, agreement, or practice between a Health Care Provider and a Payor that makes D-HH or VRHC an exclusive provider for a particular Payor in a region, prohibits the Payor from contracting with another Health Care Provider, or provides more favorable rates or terms contingent on not contracting with another Health Care Provider.
9. **“Final Judgment”** means this Final Judgment reflecting the agreement between Plaintiffs State of New Hampshire and DCT, and Respondents.
10. **“Health Care Facility”** means any facility located in New Hampshire where Health Care Services are provided, and includes, but is not limited to, ambulatory surgical centers, birthing centers, freestanding emergency rooms, hospitals and specialty hospitals, non-emergency walk-in or urgent care clinics, outpatient clinics, skilled nursing facilities, laboratories, freestanding imaging facilities, and freestanding radiation therapy facilities.
11. **“Health Care Provider”** means a Person who provides Health Care Services and includes but is not limited to Mid-Level Providers, Physicians, other health care professionals,



practices, networks, and other individuals providing Health Care Services, and Health Care Facilities.

12. **“Health Care Services”** means the provision of health or medical care by a Health Care Provider, including but not limited to inpatient and outpatient hospital services, physician and non-physician professional medical services, outpatient medical services, behavioral and mental health services, and ancillary services including but not limited to, laboratory, pharmacy, and imaging.

13. **“Hospital”** means a licensed acute care or other hospital, having a duly organized governing body with overall administrative and professional responsibility and an organized professional staff that provides 24-hour inpatient care, that may also provide outpatient services, and that has as a primary function the provision of inpatient services for medical diagnosis, treatment, rehabilitation, and care of the injured, disabled, or those with short-term or episodic health problems or infirmities.

14. **“Integration Agreement”** means the contractual agreement, and any related amendments, by and among D-HH, VRHC, and VRH titled Integration Agreement, dated December 6, 2022.

15. **“Mid-Level Provider”** means a non-physician provider who performs professional Health Care Services that can be billed independently from that of a Health Care Facility or Physician, including but not limited to advanced practice registered nurses, physician assistants, physical therapists, licensed clinical social workers, psychologists, and other behavioral health counselors, as applicable.

16. **“Most Favored Nations Clause”** means any written or unwritten term, agreement, or practice between a Health Care Provider and a Payor that allows the Payor to receive the benefit

of a better payment rate, term or condition that the Health Care Provider gives to another Payor, that requires a Payor to pay a Health Care Provider a payment rate at least as high as the highest rate paid by the Payor to any other Hospital or Health Care Provider, or that requires a Health Care Provider to accept a payment rate at least as low as the lowest rate paid to the Health Care Provider by any other Payor.

17. **“Payor”** means any organization or entity that contracts with Health Care Providers and other health care organizations to provide or arrange for the provision of Health Care Services to any person or group of persons and that is responsible for payment to such Health Care Providers and other health care organizations of all or part of any expense for such Health Care Services, including but not limited to commercial insurance companies, health maintenance organizations, preferred provider organizations, union trust funds, multiple employer trusts and self-insured health plans.

18. **“Payor-Provider Contract”** means a contract or agreement for Health Care Services between a Health Care Provider and a Payor, including but not limited to rates, definitions, terms, conditions, policies, and pricing methodologies (*e.g.*, per diem, discount rate, and case rate) that relates to the payment of or reimbursement for the Health Care Provider’s provision of Health Care Services to the Payor’s members or enrollees.

19. **“Person”** means any individual, partnership, association, corporation, business trust, legal representative, any organized group of persons, or government entity, and any subsidiaries, divisions, groups, or affiliates thereof.

20. **“Physician”** means a doctor of allopathic medicine (“M.D.”) or a doctor of osteopathic medicine (“D.O.”).

21. **“Population Health Arrangement”** means a Payor-Provider Contract involving capitated or other form of risk sharing taken across a population of defined members.
22. **“Pre-Existing Contract”** means a Payor-Provider Contract between a Payor and a Respondent that is in effect on the date that this Final Judgment is entered.
23. **“Term”** has the meaning set forth in Article XIX of this Final Judgment.
24. **“Third Party”** means a Person other than Plaintiff State of New Hampshire, Plaintiff DCT, the CPAB, or the Respondents.
25. **“Tying Clause,” “Must Have Clause,” or “All-or-Nothing Clause”** means any written or unwritten agreement, term, or practice between a Health Care Provider and a Payor that requires the Payor to contract with one or more, or all, of the contracting Health Care Provider’s services, providers, or products in order to contract with any of that Health Care Provider’s services, providers, or products.
26. **“Valley Regional Healthcare, Inc.” or “VRHC”** means Respondent Valley Regional Healthcare, Inc., a New Hampshire nonprofit corporation with its headquarters in Claremont, New Hampshire, its successors and assigns, subsidiaries and Affiliates, including Valley Regional Hospital, Inc. (“VRH”) and their respective directors, officers, managers, agents, and employees. VRHC is the parent and sole corporate member of VRH.
27. **“VRHC Mid-Level Provider”** means a Mid-Level Provider who has an employment relationship with VRHC or VRH.
28. **“VRHC Physician”** means a Physician who has an employment relationship with VRHC or VRH.
29. **“VRHC Service Area”** means the cities and towns served by VRHC and VRH identified in VRH's most recent Community Benefits Plan Report.

30. “**Value-Based Payment Arrangement**” means a Payor-Provider Contract under which a Respondent or their subsidiaries are paid or assume risk based on patient health outcomes or some form of quality metrics, instead of being paid on a fee-for-service basis, including, but not limited to, alternative payment models, shared savings programs, pay for performance, bundled payments, capitation, or accountable care organizations.

## V. APPLICABILITY

From the date that this Final Judgment is entered and after the Closing Date, the Final Judgment is binding for the Term on Respondents, their directors, officers, managers, employees, and on their successors and assigns, and in the case of VRHC and VRH, all current and future VRHC Affiliates. VRHC shall not permit any VRHC Affiliate or a substantial portion of the assets of VRHC or a VRHC Affiliate to be acquired by any other Person unless that Person agrees in advance and in writing to be bound by the provisions of this Final Judgment and the Respondents provide written Notice to the Attorney General.

## VI. COMPLIANCE TERMS

### 1. **Capital Commitments to Valley Regional Healthcare and Valley Regional Hospital**

A. *Medical Office Building.* No later than seven (7) calendar days prior to the Closing Date, Respondents shall amend Sections 3.6.1 and 3.6.3 of the Integration Agreement to require D-HH to fund the necessary remaining capital required to build a new medical office building (“MOB”) for VRHC (the “Remaining MOB Capital”). For avoidance of doubt, the Remaining MOB Capital shall be in addition to and does not include funds VRHC or VRH has previously saved to fund the construction of a medical office building. No later than seven (7) calendar days prior to the Closing Date, Respondents shall provide the Attorney General with a copy of a fully executed Amendment to the Integration Agreement, including the amendment to

Sections 3.6.1 and 3.6.3. Final completion of the MOB shall occur no later than three (3) years after the Closing Date.

B. *EMR Implementation.* D-HH shall fund seventy-five percent (75%) of the capital costs to implement electronic medical records and information technology systems, specifically the Epic and ERP (Peoplesoft) systems, at VRHC and VRH. The EMR implementation shall begin no later than twelve (12) months after final completion of the MOB. The EMR Implementation shall be completed no later than twelve (12) months after the start of the conversion.

C. *Addiction Treatment Center.* D-HH shall fund any necessary expenditures to develop and operate an addiction treatment center at VRHC, which shall offer comprehensive evaluation, treatment, and referral services for individuals with substance use and related disorders (the “Addiction Treatment Center”). Such funding includes but is not limited to, funding related to obtaining space for the treatment center, updating and outfitting the space as necessary to operate the treatment center, and any revenue shortfall related to operating the treatment center.

i. The Addiction Treatment Center shall open within two (2) years of the Closing Date. Respondents shall submit a plan to the Attorney General for review and approval no later than one hundred eighty (180) calendar days after the Closing Date regarding the development of the Addiction Treatment Center such as, at a minimum, necessary funding, proposed staffing, anticipated service offerings, timelines, and related metrics. Such information shall be provided in sufficient detail for the Attorney General to meaningfully review the plan prior to any approval.

ii. Respondents shall operate the Addiction Treatment Center for at least ten (10) years once open to patients. This requirement shall remain in effect and enforceable for ten (10)

years notwithstanding the expiration of the Term of the Final Judgment. Respondents shall collaborate and coordinate care, as necessary, with Hope to Freedom Recovery Home, TLC Family Resource Center, West Central Behavioral Health, and/or any other independent behavioral health provider.

D. *VRH's Vacant Third Floor.* During the Term of the Final Judgment, if Respondents plan to renovate VRH's vacant third floor, Respondents shall submit a plan to the Attorney General no later than sixty (60) calendar days after VRH Board approval of such renovation plan. In developing any plan, the VRH Board may consider VRH's most recent Community Needs Assessment. Any plan developed by Respondents shall include necessary funding, proposed staffing, any anticipated service offerings, timelines, and related metrics. Such information shall be provided in sufficient detail for the Attorney General to meaningfully review the plan prior to its implementation.

E. *Additional Investments.* Nothing in this Section 1 should be construed as limiting additional investments or commitments by Respondents beyond the capital investments and commitments already set forth herein.

## **2. Financial Commitment to the State of New Hampshire**

A. D-HH shall pay two million dollars (\$2,000,000) directly to the State of New Hampshire, and these funds shall be deposited in the Health Care Consumer Protection Trust Fund established pursuant to N.H. Rev. Stat. Ann. § 7:6-g. ("Funds"). The Funds shall be payable on the Closing Date.

B. The Funds shall be held in the Health Care Consumer Protection Trust Fund and shall be used, administered, and dispersed in accordance with N.H. Rev. Stat. Ann § 7:6-g for the benefit of New Hampshire health care consumers.

### 3. **Payor-Provider Contracting Restrictions and Terms**

A. *Honor All Pre-Existing Contracts with Payors.* Respondents shall honor all VRHC Pre-Existing Contracts and shall not seek to terminate or renegotiate the terms of such contracts without cause except as required by scheduled expiration, renewal, or by mutual agreement of VRHC and the applicable Payor.

B. *Prohibited Conduct and Contract Terms.* Respondents shall not propose, require, or enter into any Payor-Provider Contract, whether directly by VRHC or VRH, or through any D-HH Affiliate, that includes the following terms or practices, or similar terms or practices that violate the intent or spirit of these prohibitions:

- (i) Anti-Tiering or Anti-Steering Clause
- (ii) Exclusivity Clause or Exclusive Contract
- (iii) Most Favored Nations Clause
- (iv) Tying Clause, Must Have Clause or All-or-Nothing Clause

*Provided, however,* that (1) the prohibited conduct and contract terms are not applicable to the extent that (a) the otherwise prohibited clauses are requested by a particular Payor to be included as a part of a Payor-Provider Contract, and (b) Respondents and the Payor agree that the clause is required for purposes such as a Population Health Arrangement or a Value-Based Payment Arrangement; and (2) this section shall not apply to Respondents' participation in Medicare or Medicaid, or to Medicare Advantage Payor-Provider Contracts (or portions of Payor-Provider Contracts concerning Medicare Advantage).

C. *Prohibitions on Billing Changes.* Respondents shall not bill a D-HH Physician or D-HH Mid-Level Provider as a VRHC Physician or VRHC Mid-Level Provider, or vice-versa,

after the Closing Date if doing so would result in higher billings for the Health Care Services at issue.

#### 4. **Protections for Health Care Providers and Patients**

A. *Compliance with New Hampshire State Law on Physician Contract Restrictions.* Respondents shall comply with state law, N.H. Rev. Stat. Ann. § 329:31-a, and all contracts entered into by Respondents on or after the date the Final Judgment is entered by the Court shall comply with such law. Any existing contract between a Physician and Respondents that includes any restriction of the right of the Physician to practice medicine in any geographic area for any period of time after termination of the contract shall be void and unenforceable with respect to said restriction. Physician contracts, including form contracts, shall be made available to the Attorney General for inspection upon the Attorney General's request to monitor compliance with this term.

B. *Health Care Provider Referral Patterns.* Respondents shall not limit VRHC's employed or contracted Physicians from exercising their professional judgment to refer patients for Health Care Services in the best medical interests of the patient, nor from maintaining their existing patient referral practices. This applies to Physicians whom VRHC may employ or with whom VRHC may contract following the Closing Date.

C. *Notice Regarding Departing Health Care Providers.* If a Physician or Mid-Level Provider who is employed by Respondents leaves their employment or terminates their agreement to provide Health Care Services to Respondents' patients for any reason, Respondents shall provide timely written notice to all patient panels that, at a minimum, (i) informs patients that the Physician or Mid-Level Provider is leaving (or has left), (ii) it is the patient's choice



whether to transfer care, and (iii) upon the patient's or the Physician or Mid-Level Provider's request, informs the patient of the Physician or Mid-Level Provider's new practice location.

D. *Non-Discrimination in Provision of Health Care Services.* Respondents shall not discriminate in the provision of Health Care Services to patients at a Health Care Facility, the release and transfer of medical records or information about such patients based upon the identity or affiliation of a patient's primary care or specialty Physician or Mid-Level Provider, the patient's health plan, or the patient's utilization of Third-Party Health Care Providers.

E. *Non-Discrimination in Patient Transfer and Duty to Communicate.* Respondents shall not refuse to transfer a patient, whether for diagnosis or treatment, to a Health Care Facility other than a D-HH Affiliate Health Care Facility, if such transfer is requested by the patient, the patient's authorized representative, or the patient's Physician or Mid-Level Provider, provided that the patient is stable, the transfer is medically appropriate and legally permissible, and the proposed Health Care Facility accepts the patient. In connection with any such patient transfer, Respondents shall cooperate with the patient, the patient's authorized representative (if applicable), and the Health Care Facility to which the patient is transferred regarding the release and transfer of such patient's medical records.

## 5. **Facilities, Services, and Programs**

A. *Clinical Services Growth Plan.* No later than one hundred eighty (180) calendar days after the Closing Date, Respondents (with input from Respondents' Integration Committee) shall develop a plan to expand access to certain key Health Care Services in the VRHC Service Area (the "Clinical Services Growth Plan"). The Clinical Services Growth Plan shall include timetables and measurable goals and metrics (including but not limited to ambulatory investments and medical staff recruiting/development) and any requisite funding needs and

sources. The Clinical Services Growth Plan shall be based on relevant clinical needs, including any identified in the most recent VRHC Community Needs Assessment, and including consultation with applicable clinical affiliates, as appropriate. The Clinical Services Growth Plan shall require the approval by the VRH and D-HH Boards, and the VRH Board shall review any modifications during the Term. At a minimum, the Clinical Services Growth Plan shall include plans to expand the following services at VRHC: (1) behavioral health services; (2) alcohol and drug use prevention, treatment, and recovery; (3) prenatal, postnatal, and obstetrical services; (4) cardiology; and (5) oncology. The Clinical Services Growth Plan shall be submitted to the Attorney General, and subject to reporting as further described in Article VII of this Final Judgment. The information submitted in the Clinical Services Growth Plan shall be sufficiently detailed for the Attorney General to conduct a meaningful review.

B. During the Term of the Final Judgment, Respondents shall be required to maintain, and shall maintain the licenses, privileges, necessary staffing, and service offerings required to maintain, the following clinical services by VRHC: (i) women's health services currently offered through once weekly clinics by a Board Certified OBGYN Physician; (ii) prenatal and postnatal care; (iii) mammograms; (iv) operation of the walk-in urgent care seven (7) days per week and the emergency room for twenty-four (24) hours a day and seven (7) days per week; and (v) current level of primary care staffing, including at least two full-time equivalent Physicians and five Mid-Level Providers.

C. D-HH shall provide tele-health or in-person psychiatry services at VRHC for at least ten (10) years from the Closing Date.

D. Respondents shall include effective maternity obstetrical training for treatment into the hospital practice standards for staff and develop an effective discharge process for

patients with a pregnancy diagnosis, including arrangements for follow up care. Respondents shall utilize community resource guides when appropriate.

E. No later than three (3) years after the Closing Date, Respondents shall adopt integrated behavioral health into VRHC primary care practices using D-HH's collaborative care model, subject to the ability to hire additional psychiatrists, APRNs, and licensed clinical social workers.

F. No later than three (3) years after the Closing Date, the D-HH Behavioral Intervention Team model shall be implemented at VRH to evaluate non-behavioral health inpatients for mental health and substance use disorder comorbidities.

G. No later than three (3) years after the Closing Date, VRH shall incorporate effective mental health treatment into the "standards of practice" for hospital staff and shall develop an effective discharge process for patients with suspected or diagnosed mental health or substance use disorders, including arrangements for follow up care. VRH will utilize community resource guides when appropriate.

H. No later than two (2) years after the Closing Date, D-HH shall explore research and teaching opportunities at VRHC, including residencies and grant funded research. D-HH shall provide a report to the Attorney General regarding its research and implementation plan for any teaching opportunities at VRHC in sufficient detail to enable the Attorney General's meaningful review.

I. Respondents shall notify the Attorney General and the Health Care Consumer Protection Advisory Commission at least thirty (30) calendar days before any material reduction in clinical services at VRHC becomes effective. In such notification, Respondents shall demonstrate compliance with Article VI.6.E of this Final Judgment.

**6. Governance of Valley Regional Healthcare and Valley Regional Hospital**

A. As the sole corporate member of VRHC, D-HH shall serve as a fiduciary of VRHC, and its sole member VRH, when exercising its rights pursuant to its reserved powers. *See* N.H. Att’y Gen. Opinion, February 13, 2017.<sup>1</sup>

B. The bylaws of VRHC, VRH, and Mt. Ascutney Hospital and Health Center (“MAHHC”) shall be amended and restated as set forth in Section 3.2 of the Integration Agreement and further amended, to the extent they are inconsistent with this Final Judgment. No later than thirty (30) calendar days after adoption, Respondents shall provide the Attorney General with a copy of the amended bylaws for VRHC, VRH, and MAHHC.

C. No later than ninety (90) calendar days after the Closing Date, Respondents shall ensure that those persons who serve concurrently on the Boards of Trustees of VRHC, VRH, and MAHHC shall undergo training with respect to their fiduciary duties to each organization and with respect to identifying and resolving any potential conflicts of interest. Respondents shall ensure that new trustees shall receive such training on this topic no later than ninety (90) calendar days after initiating their board service.

D. D-HH shall ensure that all D-HH Trustees receive annual training with respect to their duties in governing a hospital system comprised of multiple member hospitals. D-HH shall ensure that any persons who will serve concurrently on the boards of D-HH and of a member hospital shall receive additional training and written materials with respect to the heightened awareness of the mission and potential conflicts related to such service.

E. Notwithstanding D-HH’s reserved powers, during the Term of this Final Judgment, D-HH shall not effect or approve material reductions in clinical services at VRH in

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<sup>1</sup> The February 13, 2017, Opinion Letter issued by the Director of Charitable Trusts is available on the Department of Justice website: <https://www.doj.nh.gov/charitable-trusts/documents/corporate-member-fiduciary-duty.pdf>.

accordance with section 3.1.2.5 of the Integration Agreement without the affirmative vote of at least two thirds of the VRH trustees then in office, or a greater percentage thereof as may be required by law, VRH's articles of agreement, or VRH's bylaws, at a meeting of the VRH Board at which there is a quorum of trustees.

F. Respondents shall notify the DCT should a dispute arise that requires dispute resolution pursuant to section 5.7.3 of the Integration Agreement.

**7. Charitable Assets of Valley Regional Healthcare and Valley Regional Hospital**

A. Notwithstanding D-HH's reserved powers over VRHC and VRH, reallocation of non-endowment assets of VRH to meet system needs in accordance with section 3.5.5.1 of the Integration Agreement will require the affirmative vote of two thirds of the VRH Trustees then in office. In approving any such reallocation involving pre-transaction assets, the VRH Board must find that a reallocation of its assets will also result in a commensurate benefit to VRH subject to the asset reallocation. During the Term of the Final Judgment, VRH shall provide to the DCT at least sixty (60) calendar days prior written notice of a proposed asset reallocation of VRHC or VRH.

B. Notwithstanding D-HH's reserved powers over VRHC and VRH, donor-restricted assets will not be subject to reallocation and will continue to be used for their donor-restricted purposes.

C. Notwithstanding D-HH's reserved powers over VRHC and VRH, the net proceeds of the sale of any of VRHC and VRH real property and other assets owned by VRHC and VRH on the Closing Date will remain dedicated to VRHC and VRH's charitable purposes in the VRHC Service Area and will not be used for any other purpose.

D. Notwithstanding D-HH's reserved powers, during the Term of the Final Judgment any restricted and unrestricted investment assets of VRHC or VRH that are transferred to the pooled investment accounts managed by D-HH will be identified through unitized sub-accounts and will be subject to the Uniform Prudent Management of Institutional Funds Act, N.H. Rev. Stat. Ann. ch. 292-B.

E. Upon the liquidation or dissolution of VRHC or VRH, or the sale, lease, exchange, or other disposition of all or substantially all of VRHC's or VRH's assets, the proceeds will remain dedicated to VRHC's or VRH's charitable purposes in VRHC's Service Area.

F. Respondents shall implement a fundraising plan for VRHC that does not disadvantage VRHC in support of the D-HH System.

## 8. **Charity Care Policies**

A. VRHC shall adopt policies for the provision of care to disadvantaged VRHC patients that are no less generous than the written policies of VRHC immediately prior to the Closing Date. In addition, VRHC will not defer, deny, or require a payment before providing medically necessary care because of nonpayment of one or more bills for previously covered care. VRHC patients with unpaid balances who otherwise meet the criteria for financial assistance under VRHC's financial assistance policy in place immediately prior to the Closing Date shall be eligible to receive care under that financial assistance policy.

B. D-HH, VRHC, and MAHHC shall develop a procedure for sharing information such that a patient who qualifies as eligible for uninsured and charity care benefits under one D-HH Affiliate's policy is also approved for financial assistance at any other D-HH Affiliate.

## VII. TRANSPARENCY AND REPORTING

In order to facilitate compliance review and the study and research pertaining to Health Care Services and Health Care Providers in New Hampshire, Respondents shall commit to the following terms set forth below.

1. **Annual Report.** Respondents shall provide annual reporting on Respondents' compliance with the Terms of this Final Judgment ("Annual Report"), that includes at a minimum, the following sections, with details to be determined through the development of a Reporting Plan (as further described below). Respondents shall submit to the Attorney General the Annual Report on or before March 31<sup>st</sup> of each year. Each Annual Report, subject to good faith redactions for Respondents' confidential information, shall be posted on D-HH's and VRH's websites no later than thirty (30) calendar days after the Annual Report is available to the public and provided to the Health Care Consumer Protection Advisory Commission.

A. **Capital Commitments.** Respondents shall report on the following capital commitments at VRHC:

- (i) Medical Office Building: Progress in financing and building the MOB;
- (ii) EMR Implementation: Progress in financing and installing the new electronic medical system;
- (iii) Addiction Treatment Center: Progress in developing, funding, and operating the Addiction Treatment Center; and
- (iv) Other Capital Investments for VRHC. Such capital commitments may include the development of the third floor at VRH.

B. **Clinical Services Growth Plan.** Respondents shall report on performance results and compliance relating to the Clinical Services Growth Plan, including progress with respect to timetables, measurable goals and metrics, and requisite funding as applicable.

C. **Cost Savings.** Respondents shall report on analyses of financial data detailing cost savings as a result of reduction of redundant operations, improved efficiencies related to patient care, and shifting sites of care.

D. **Community-Based Care.** Respondents shall report on performance results with respect to maintaining and expanding care in the VRHC Service Area.

E. **Payors/Contracting.** Respondents shall report on compliance with contracting terms and practices described above in Article VI.3 of this Final Judgment. The Attorney General may inspect Payor-Provider Contracts to confirm compliance. D-HH shall report on all D-HH Affiliates' participation in Value-Based Payment Agreements and steering/tiering initiatives.

F. **Service Offerings.** Respondents shall report on current service offerings, cessation of material services, and closure of facilities, including compliance with Article VI.6.E of this Final Judgment.

G. **Charity Care:** VRHC shall report on its spending and programming for charity care (as defined in N.H. Rev. Stat. Ann. § 7:32-d, I) and for meeting relevant community needs as identified in VRHC's Community Needs Assessment (described in N.H. Rev. Stat. Ann. § 7:32-f).

2. **Attorney General Consultant and Authority.**

A. No later than sixty (60) calendar days after the Closing Date, the Attorney General shall select and retain a consultant (hereinafter "Consultant"). The Consultant shall



assist the Attorney General in developing a framework for the Annual Report, with timely input from the Respondents, to ensure meaningful transparency and compliance with the Final Judgment after the Closing Date. D-HH shall be solely responsible for payment of all fees and expenses of the Consultant.

B. The Consultant's authority and scope of work shall be limited to the development of the reporting framework, including the necessary elements and criteria for the Annual Report and process for submission of information and materials Respondents in good faith believe constitutes confidential information, including the specific statutory or other legal basis for the assertion of confidentiality ("Reporting Plan"). The Reporting Plan shall be subject to the review and approval by the Attorney General. The Consultant's authority and scope of work shall not include the determination of the type of Health Care Services or the manner in which those Health Care Services are to be provided by the Respondents.

C. Respondents shall cooperate with the Attorney General and the Consultant in providing timely input regarding the Reporting Plan.

D. Respondents shall certify that each Annual Report required by this Final Judgment is in compliance with the Reporting Plan.

E. The Attorney General shall maintain audit and inspection rights related to the Annual Reports including, but not limited to, inspecting records, requiring Respondents to produce documents and information used to develop the Annual Reports, requesting information from Payors, and meeting with the Respondents together or separately, as requested or determined by the Attorney General.

F. Respondents waive any confidentiality obligations owed to them on the part of any Third Party who has records or other information of Respondents that is relevant to the

Respondents' compliance with this Final Judgment, provided that such waiver shall not waive confidentiality with respect to disclosure by the Attorney General or the DCT to any other person.

**3. Data Submission to New Hampshire All Payor Claims Database**

A. Respondents shall submit, or shall cause their third-party administrator to submit, in a timely, complete, and accurate manner all Payor claims and related data and information with respect to their self-funded employer sponsored plans to the New Hampshire Comprehensive Health Care Information System ("NH CHIS") consistent with N.H. Rev. Stat. Ann. § 420-G:11, related regulations including N.H. Code Admin R. Ins. 4005.03, guidance, and reporting forms (including any amendments or updates thereto). As part of this submission, Respondents shall provide any historical data not previously submitted since 2016. Submissions shall include: (i) all data specific therein for Respondents and any Affiliates, with all employees and membership of the self-insured health benefit plan(s); and (ii) Group Identification information.

B. No later than three (3) months after the Closing Date, Respondents shall execute any and all opt-in forms (*e.g.*, All-Payer Claims Database Indication of Intent for Private Employers Offering Self-funded Health Coverage in New Hampshire) and all necessary agreements with any Third Party to submit any historical claims and ongoing claims data to NH CHIS.

C. Timely, accurate, and complete reporting and submission for this Section shall include but is not limited to: (i) submission, standardized formatting, and compliance standards of NH CHIS under state law; and (ii) diligently interfacing with any Third Party for any agreements and other communication necessary for compliance.

4. **Annual Submissions of Health Care Provider and Facility Information.** No later than March 31, Respondents shall annually submit to the Attorney General and the Health Care Consumer Protection Advisory Commission as a public record:

A. A list of Health Care Providers on VRH's medical staff, as reasonably available, including those employed by VRHC and Affiliates providing the following information: (a) first and last name; (b) practitioner NPI that is valid and non-duplicative (*i.e.*, unique value); (c) primary service location address for patients (including facility type such as hospital, urgent care, professional practice, ambulatory surgical center, or other); (d) any billing NPIs used to submit claims for each identified individual Health Care Provider at any time during the year; (e) specialty assignment designation based on the Health Care Provider's predominant area of actual practice; and (f) designation of whether each Health Care Provider is employed or affiliated, whichever is applicable during the submission set;

B. A list of licensed Health Care Facilities located in New Hampshire that VRHC, VRH, or D-HH owns or controls, or on whose behalf the entity submits billing claims to Payors. Such list shall include, for each Health Care Facility: (a) the corporate and d/b/a name; (b) physical location/address; (c) New Hampshire facility license number; (d) facility NPI that is valid and non-duplicative (*i.e.* unique value); and (e) the primary Health Care Services currently offered; and

C. A description of material expansions, relocations, or closures of locations or sites of Health Care Services, owned or controlled by Respondents or their Affiliates in New Hampshire, including the date of closure or relocation.

## VIII. CONFIDENTIALITY

1. Respondents understand that materials submitted to the Attorney General after the Closing Date shall be available to the public in accordance with state law, including the New Hampshire Right-to-Know Law, N.H. Rev. Stat. Ann. ch. 91-A. Respondents may request confidential, nonpublic treatment of any portion of their submission materials that they consider in good faith to be confidential, containing trade secrets, or commercially sensitive information not subject to public release consistent with applicable law.

2. To the full extent permitted by law, the Attorney General will treat and maintain all confidential submission materials clearly designated and marked by Respondents as confidential in accordance with and within pertinent exemptions from public disclosure provided in N.H. Rev. Stat. Ann. ch. 91-A. In the event the Attorney General receives a public records request that calls for the disclosure of Respondents' submission materials designated and marked confidential, the Attorney General will notify Respondents as soon as reasonably practicable upon receipt of any such request and the Attorney General's legal position with respect to such request. The Attorney General further agrees to not produce any such records until at least fifteen (15) calendar days after having given notice of the request to Respondents, to enable them reasonable time to seek judicial review or otherwise make arrangements to secure confidential treatment of the submission materials.

## IX. NOTICE OBLIGATIONS

### 1. **Notice of Consummation**

Respondents shall not effectuate or consummate the Affiliation until this Final Judgment is entered by the Court. No later than five (5) business days following the Closing Date,

Respondents shall provide written notice of the Closing Date, together with a copy of the executed transaction documents to the Attorney General.

**2. Notice of Final Judgment**

A. No later than seven (7) calendar days after the Closing Date, and throughout the Term of this Final Judgment, Respondents shall publicly post on the websites of VRH and D-HH a copy of this Final Judgment after it is entered by the Court and throughout the Term of this Final Judgment.

B. No later than thirty (30) calendar days after the Closing Date, Respondents shall:

- (i) Provide a copy of this Final Judgment to the Board of Trustees and statutory officers for each Respondent, and shall provide the Final Judgment to newly appointed Board members, appointed during the Term, upon commencement of each Board member's term of office; and
- (ii) Provide a summary of the terms of the Final Judgment to Respondents' executive management employees and Physicians.

C. No later than thirty (30) calendar days after the Closing Date, VRH shall provide a copy of this Final Judgment to any Payor that has a Pre-Existing Contract.

**X. COMPLIANCE INSPECTION**

If the Attorney General has a reasonable belief that the Respondents are not in compliance with this Final Judgment or related orders, and upon written request of the Attorney General, with reasonable notice (at least fourteen (14) calendar days) to Respondents, Respondents must permit (subject to legally recognized privileges) the Attorney General, including any retained agents or consultants:

1. To have reasonable access during Respondents' and/or their Affiliates' regular business hours to inspect and copy, or at the option of the Attorney General, to require Respondents and/or their Affiliates to provide electronic copies of books, ledgers, accounts, records, data, and documents in the possession, custody, or control of Respondents and/or their Affiliates relating to compliance with the terms of this Final Judgment; and
2. To interview Respondents' or their Affiliates' officers, employees, or agents relating to compliance with this Final Judgment.

## **XI. NO RETALIATION**

Respondents shall amend within one hundred eighty (180) calendar days of the Closing Date their whistleblower policies to include good faith reports made to the Attorney General by any director, officer, or employee of alleged noncompliance with any term of this Final Judgment, including annual reporting, and to bar retaliation against any person with respect to such reports. Retaliation includes, but is not limited to, conduct that impedes or prevents any Person from providing information to the Attorney General or their agents related to the terms of this Final Judgment.

## **XII. ENFORCEMENT, VIOLATION, AND CURE**

1. The Attorney General shall have exclusive jurisdiction to seek court enforcement of this Final Judgment against Respondents. If the Attorney General believes there has been a violation of this Final Judgment, the Attorney General shall provide Respondents advanced notice thereof and grant a reasonable opportunity to cure any such alleged violation. If such alleged violation is not cured by Respondents within sixty (60) calendar days of the date Respondents receive the notice, the Attorney General may thereafter seek to undertake appropriate remedial action. The sixty-day period shall be extended upon Respondents' written request at the Attorney General's

discretion in circumstances where Respondents provide an explanation as to why sixty days is inadequate to cure the alleged violation. These time periods may be adjusted in the event of exigent circumstances, as determined by the Attorney General.

2. Any Person who believes they have been aggrieved by a violation of this Final Judgment may file a complaint with the Attorney General for review. If, after the Attorney General's review, the Attorney General believes either a violation of the Final Judgment has occurred or additional information is needed to evaluate the complaint, the Attorney General may, in his or her discretion, forward a copy of the complaint to the Respondents for a response. If, after receiving and reviewing the response, the Attorney General believes a violation of the Final Judgment has occurred, it shall advise the Respondents, and give time to cure and take necessary action as provided in Section XII.1.

3. The Attorney General retains and reserves all rights to seek an order of contempt and appropriate legal and equitable relief from the Court. Respondents agree that in a civil contempt action, a motion to show cause, or a similar action brought by the Attorney General regarding an alleged violation of this Final Judgment, the Attorney General may establish a violation of this Final Judgment and the appropriateness of a remedy therefor by a preponderance of the evidence. If the Court determines that the Respondents violated this Final Judgment, the Court may require payment of the Attorney General's costs of investigation and enforcement, including legal fees, expenses and court costs.

4. No Person shall have the right to enforce the Final Judgment other than the Attorney General or the Respondents.

### **XIII. FEES AND COSTS**

1. Within sixty (60) calendar days after the Closing Date, Respondents shall directly pay the Attorney General's retained consultants for the reasonable fees and costs incurred by the CPAB related to its investigation of this matter, but not to exceed \$325,000.00 for consultant fees and costs, pursuant to N.H. Rev. Stat. Ann. § 356:10, VI, and pay the Attorney General \$196,700.00 for CPAB's fees and costs, pursuant to N.H. Rev. Stat. Ann. §§ 356:4-b, 358-A:6, IV.
2. Respondents shall pay for reasonable fees and costs that are incurred by the Attorney General related to the investigation and/or resolution of any dispute arising between the Attorney General and the Respondents throughout the Term of this Final Judgment.

### **XIV. NOTICE**

1. Any notice, demand, or communication required, permitted, or desired to be given hereunder, shall be in writing and deemed effectively given when mailed by prepaid certified or registered mail, return receipt requested, addressed as follows, with courtesy copies sent contemporaneously by email ("Notice"):

***If to the Attorney General:***

Department of Justice  
Office of the Attorney General  
c/o Charitable Trusts Unit and Consumer Protection and Antitrust Bureau  
One Granite Place South  
Concord, New Hampshire 03301

***With copy by email to:***

Michael Haley, Director of Charitable Trusts  
Michael.R.Haley@doj.nh.gov

Alexandra C. Sosnowski, Assistant Attorney General  
Consumer Protection and Antitrust Bureau  
Alexandra.C.Sosnowski@doj.nh.gov



***If to Respondent D-HH:***

Dartmouth-Hitchcock Health  
One Medical Center Drive  
Lebanon, NH 03766

*With copy by email to:*

John Kacavas, Chief Legal Officer and General Counsel  
John.P.Kacavas@hitchcock.org

***If to Respondent VRHC or VRH:***

Valley Regional Healthcare, Inc.  
Valley Regional Hospital, Inc.  
243 Elm St.  
Claremont, NH 03743  
ATTN: President

2. Upon request of the sending party, the party receiving a Notice pursuant to this Section XIV may waive the requirement that Notice be given by physical mail; such waiver shall not be construed as applying to any future Notice.
3. Respondents shall provide the Attorney General with ten (10) calendar days' advance notice of any changes to designated Notice contacts under this Article.

**XV. AVERMENT OF TRUTH AND FURTHER ASSURANCES**

1. Respondents have averred that, to the best of their knowledge, the information they have provided to the Attorney General, the CPAB, and the DCT in connection with the Attorney General's review and investigation of the Affiliation is true in all material respects.
2. Respondents shall cooperate and take such actions as may be reasonably requested by the Attorney General, the CPAB, and the DCT in order to carry out the provisions and purposes of this Final Judgment.

## **XVI. ENTIRE AGREEMENT OF THE PARTIES**

The terms of this Final Judgment contain the entire agreement of Respondents hereto, and there are no agreements or representations which are not set forth herein. No other promises, representations, inducements, or agreements of any nature have been made or entered into by Respondents. Respondents acknowledge that this Final Judgment constitutes a single and entire agreement that is not severable or divisible, except that if any provision herein is found to be legally insufficient or unenforceable then the remaining provisions shall be construed in order to effectuate the purposes hereof and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

## **XVII. MODIFICATION**

If the Attorney General or Respondents believe that modification of this Final Judgment would be in the public interest, the requesting party shall give Notice to the other party and the parties shall attempt to agree on a modification. If the parties agree on a modification, they shall jointly modify the Final Judgment and present the modification for approval and entry by the Court. If the parties cannot agree on a modification, the requesting party may petition the Court to modify this Final Judgment.

## **XVIII. RETENTION OF JURISDICTION**

This Final Judgment shall remain in full force and effect until further order of the Court, subject to Article XIX of this Final Judgment. During the Term of this Final Judgment, this Court shall retain jurisdiction to enable any party to the Final Judgment to apply to this Court for such further orders and directions as may be necessary and appropriate for the interpretation, modification, and enforcement of this Final Judgment.

**XIX. TERM OF THE FINAL JUDGMENT**

This Final Judgment shall expire ten (10) years from (a) the date it is entered by the Court or (b) the Closing Date, whichever is later (the "Term"). Any provision of this agreement not otherwise required by applicable law shall only be applicable for the Term. The Term may be otherwise modified by mutual agreement of Respondents and the Attorney General, with approval of the Court.

**XX. PUBLIC INTEREST DETERMINATION**

Entry of this Final Judgment is in the public interest based on the record before the Court.

AGREED TO AND ENTRY OF THIS FINAL JUDGMENT IS REQUESTED BY:

On behalf of the State of New Hampshire

By its attorney,

JOHM M. FORMELLA  
ATTORNEY GENERAL



Brandon H. Garod, NH Bar #21164  
Senior Assistant Attorney General  
Consumer Protection and Antitrust Bureau  
New Hampshire Department of Justice  
Office of the Attorney General  
One Granite Place South  
Concord, NH 03301-6397  
Brandon.H.Garod@doj.nh.gov

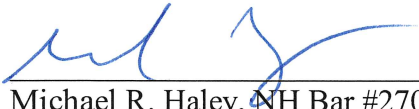
Date: April 1, 2024



Alexandra C. Sosnowski, NH Bar #268996  
Assistant Attorney General  
Consumer Protection and Antitrust Bureau  
New Hampshire Department of Justice  
Office of the Attorney General  
One Granite Place South  
Concord, NH 03301-6397  
Alexandra.C.Sosnowski@doj.nh.gov

Date: April 1, 2024

On behalf of the Attorney General,  
Director of Charitable Trusts



Michael R. Haley, NH Bar #270236  
Director of Charitable Trusts  
New Hampshire Department of Justice  
Office of the Attorney General  
One Granite Place South  
Concord, NH 03301-6397  
Michael.R.Haley@doj.nh.gov

Date: 4/1/2024

On behalf of Respondent Valley Regional Healthcare, Inc.

By: 

Patricia Putnam

Board Chair

Valley Regional Healthcare, Inc.

243 Elm St.

Claremont, NH 03743

On behalf of Respondent Valley Regional Hospital, Inc,

By: 

Patricia Putnam

Board Chair

Valley Regional Hospital, Inc.

243 Elm St.

Claremont, NH 03743

On behalf of Respondent Dartmouth-Hitchcock Health

By: 

John P. Kacavas, Esq.

Chief Legal Officer and General Counsel

Dartmouth-Hitchcock Health

One Medical Center Dr.

Lebanon, NH 03766

Approved and So Ordered



Honorable John C. Kissinger, Jr.

April 1, 2024

Clerk's Notice of Decision  
Document Sent to Parties  
on 04/08/2024