

39A - 7/8/26



New Hampshire Veterans Home

139 Winter Street
Tilton, NH 03276-5415
www.nh.gov/veterans



Kimberly M. MacKay
Commandant

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June 23, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Veterans Home (NHVH) to enter into a **Retroactive** contract with ComplexCare Medical Group Midwest M, PLLC (Vendor#574184), Novi, MI to provide primary care and medical services to Veteran Residents of NHVH for an amount not to exceed \$240,000.00, with the option to renew up to two additional years, effective July 1, 2026, upon Governor and Council approval, through June 30, 2027. Funding is 39% Federal Funds, 32% Other Funds, 29% General Funds.

Funds are available in the following account for State Fiscal Year (SFY) 2027, upon availability and continued appropriation of funds in future operating budgets, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-043-043-430010-5359 HEALTH AND SOCIAL SERVICES, NH VETERANS HOME, VETS HOME PROFESSIONAL CARE

State Fiscal Year	Class/Account	Class Title	Amount
2027	101-500729	Medical Payments to Providers	\$240,000.00
		Subtotal	\$240,000.00

EXPLANATION

A **retroactive** request is being submitted due to delays in obtaining finalized signatures on the contract caused by recent staffing changes within the vendor's legal department. These internal changes resulted in unexpected processing delays that were outside the control of the New Hampshire Veterans Home and directly impacted the contract execution timeline.

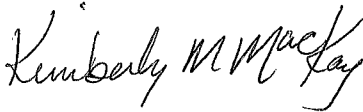
ComplexCare Medical Group Midwest M, PLLC, formerly doing business as Theoria Management, LLC, has an established history of providing the required medical services to the Veterans Home since June 2021. Their longstanding familiarity with the residents, facility needs, and required scope of clinical services has ensured consistent, high-quality care throughout their tenure.

The Request for Proposals (RFP), released on April 7, 2026 and closed on April 27, 2026, resulted in three total submissions. After review, ComplexCare Medical Group Midwest M, PLLC was the only vendor capable of meeting all required service specifications outlined in the RFP. These essential requirements included:

- Providing on-site medical coverage five days per week, from 8am-1pm
- Ensuring in-person attendance at monthly medical meetings
- Guaranteeing a one-hour response time for after-hours medical calls by a credentialed and pre-approved NP, PA, or MD

Given the critical nature of these services and the need to avoid any lapse in clinical coverage for the veterans, continuation of care during the contracting delay was essential. ComplexCare Medical Group Midwest M, PLLC remains the only qualified and responsive provider able to deliver the full scope of required medical services.

Respectfully Submitted,



Kimberly M MacKay
Commandant

RFP-2026-NHVH-01-MED

Total Completed Bids Received: 1

Vendor Name	Possible Points	ComplexCare	Vantage Healthcare*	Midwest Care*
Proposal Requirements				
Technical Capability	20	15	N/A	N/A
Experience, Qualifications and Compliance	25	25	N/A	N/A
Experience with previous on-site services as a contracted vendor	25	20	N/A	N/A
Pricing	30	25	N/A	N/A
Total		85	0	0

***Midwest Care** - Not able to meet all requirements of RFP, Medical Director not able to attend in person meetings

***Vantage Healthare** - Not able to meet all requirements of RFP - PCP would not be available onsite Mon-Fri 8am-1pm

Scoring Committee:

Susan Glover, Chief Financial Officer

Holly O'Connell, RN - Director of Nursing

Courtney Hayes, RN - Assistant Director of Nursing

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



New Hampshire Veterans Home

Exhibit A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1 – Revisions to Form P-37, General Provisions

1.1 Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2026 ("Effective Date").

1.2 Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1. 7. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services.

1.3 Paragraph 7, Personnel, is amended by adding subparagraph 7.3 as follows:

7.3. Service Provider Requirements to be presented upon initiation of services (a minimum of 7 days prior to vendor staff servicing residents) and by January 31st annually, including sending the information or results of information to the NHVH Credentialing email box: Credentialing@nhvh.nh.gov

7.3.1 A completed Conviction Disclosure Annual Attestation Form. This attestation will ensure there has been no convictions for the following crimes: A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to an adult; and felony for physical assault, battery, or drug-related offense committed in the past five years.

7.3.2 A copy of Contractor's Certificate of Insurance. A completed U.S Department of Health and Human Services Office of the Inspector General Exclusion List Screening Disclosure: Statement Annual Attestation Form, for the Contractor and all staff working at the NH Veterans Home.

7.3.3 An attestation that the Contractor has completed a monthly OIG exclusion list check for the Contractor and all contracted staff working at the NHVH.

7.3.4 A valid license issued by the New Hampshire Office of Professional Licensure and Certification (NH OPLC).

7.3.5 A valid license issued by the Drug Enforcement Administration (DEA), if applicable.

7.3.6 A National Provider Identifier (NPI) number, if applicable.

7.3.7 A criminal background check to include either National Criminal Records Check or the completed State of NH Release of Criminal Record Authorization Form.

7.3.8 An attestation of the applicant's fitness for duty, meaning the applicant is free of any known infectious diseases.

Appendix A – Revisions to Standard Contract Provisions

Contractor Initials MG

Date 6/25/2026



New Hampshire Veterans Home

Exhibit A

- 7.3.9 An attestation of NHVH policies and procedures review upon hire and annually thereafter.
- 1.4 Notwithstanding anything to the contrary, this Contract is non-exclusive in nature. The State reserves the right, at its discretion, to retain other contractors to provide any of the services or deliverables identified herein or make an award by item, part or portion of an item, group of items, or total Proposal. The State may award and administer multiple non-exclusive Contracts forming a shared vendor pool for temporary staffing services; the aggregate funds appropriated for temporary staffing services are available to the vendor pool and may be obligated to any contractor(s) at the State's discretion. Contractor is not guaranteed any minimum or maximum dollar amount, service volume, or number of assignments.
- 1.5 Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 1.6 Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without further approval of the Governor and Executive Council, if needed and justified.
- 1.7 The Contractor is responsible for paying their own license, taxes, and insurance costs.
- 1.8 By signing this contract, the Contractor is attesting to the fact that their corporation and individuals within their corporation have never been excluded from participating in United States Government federally funded, including VA funded, programs or services.

Appendix A – Revisions to Standard Contract Provisions

Contractor Initials MG

Date 6/25/2026



New Hampshire Veterans Home

Exhibit A-1

NH Veterans Home - Conviction Disclosure Annual Attestation Form

Myles Greenberg, M.D.
Name

ComplexCare Medical Group Midwest M, PLLC
Contracted Agency

Have you ever been convicted of a crime (felony or misdemeanor) that has not been officially annulled by a court since your last conviction disclosure statement?

No.

Yes (please answer the following question below):

If yes, please give the date, location and nature of the felony or misdemeanor conviction:

I certify that the information provided in this conviction disclosure statement is complete, accurate and up to date on the date specified below. I certify that there are no willful misrepresentations of the above statement and the answer to the question herein, and that I have made no omissions of material fact with respect to any of my answers to the questions presented. I understand that should I be convicted of a crime (felony or misdemeanor) after my signature dated below but prior to my next evaluation meeting, I must inform my supervisor immediately or face disciplinary action.

My signature below certifies that I have read and agreed to the above statement.

Myles Greenberg
Contractor Signature

6/25/2026
Date

MG
Contractor Initials

6/25/2026
Date



New Hampshire Veterans Home

Exhibit A-2

NH Veterans Home – OIG Exclusion List Screening Disclosure Statement
Annual Attestation Form

Myles Greenberg, M.D
Name

ComplexCare Medical Group Midwest M, PLLC
Contracted Agency

1. Have you (business or individual) ever been excluded from participating in United States Government federally funded, including VA funded, programs or services?

No (please submit a screen shot of the results of entering your name, business or individual, at this link: <https://exclusions.oig.hhs.gov/>.)

Yes (please answer the following question below):

If yes, please give the date, location, and nature of the exclusion:

2. Are you (business or individual) currently excluded from participating in United States Government federally funded, including VA funded, programs or services?

No (please submit a screen shot of the results of entering your name, business or individual, at this link: <https://exclusions.oig.hhs.gov/>.)

Yes (please do not provided services to NHVH and call your NHVH contact immediately):

I certify that the information provided in this OIG Exclusion Check Disclosure Statement is complete, accurate and up to date on the date specified below. I certify that there are no willful misrepresentations of the above statement and the answer to the questions herein, and that I have made no omissions of material fact with respect to any of my answers to the questions presented. I understand that should I become excluded from participating in United States Government federally funded, including VA funded, programs or services, with my name listed on the OIG Exclusion list, after my signature dated below but prior to my next evaluation meeting, I must inform my supervisor immediately or face disciplinary action.

My signature below certifies that I have read and agreed to the above statement.

Myles Greenberg
Contractor Signature

6/25/2026
Date



New Hampshire Veterans Home

Exhibit B

Scope of Services

1. Regulation and Purpose

1.1. The New Hampshire Veterans Home is a certified State Veterans Home (SVH). State veteran homes that provide nursing home care to eligible veterans are recognized and certified by the U.S. Department of Veterans Affairs (VA). As such, there are regulations, requirements, and procedures that the state veterans home must abide by to be in compliance with provision of services to the residents by the state home as follows:

1.1.1. 38 CFR Part 51, which outlines the care requirements that needs to be provided to residents by nursing staff.

1.2. This contract serves as a coordinated effort between the New Hampshire Veterans Home and ComplexCare Medical Group Midwest M, PLLC to ensure that the veterans are receiving proper nursing care.

2. Statement of Work

The contractor agrees to provide primary care and medical director services, establish policies for medical practice, coordinates medical care and who assures the appropriateness of medical care to all residents within the facility.

The contractor will ensure high quality, resident centered medical care that complies with federal, state and local regulations governing state veteran homes.

- Perform all duties and render such services required to maintain the health and physical welfare of all residents at the Home.
- Contractor shall maintain the necessary charts, orders and other adequate records pertaining thereto determine the medical eligibility of each applicant for admission and advise the NHVH as to any diagnosis of applicants, which, in their opinion, would be appropriate for admission to the NHVH.
- Provide in person coverage for acute resident concerns 5 business days a week from 8am 1pm.
- Ensure that all residents are examined once a month if their physical and mental condition warrants. Such record of examination shall include the ordering of labs and radiology (if necessary). All records should be entered same day, into the Electronic Health Record of the NHVH.
- Respond to every call within 1 hours and have available 24/7 a fully credentialed and pre approved NP or PA/MD.
- Collaborate with Pharmacy and Director of Resident Care Services
- Collaborate with staff development regarding in service training programs.
- Attend monthly medical meetings in person.
- Participates in establishing policies and procedures along with guidelines to ensure adequate, comprehensive services and reviews. Serve, in person, on Quality Assurance Committee (quarterly) and provide consultation for infection control.
- Attend anti microbial stewardship on site, quarterly.

Contractor Initials MG



New Hampshire Veterans Home

Exhibit B

- Advanced gero-pharmacology knowledge is preferred.
- Physician consult and annual physicals on all residents and regulatory visits per VA guidelines.
- Provide oversight of additional contracted and credentialed healthcare providers.
- The contractor shall conduct the work so as to interfere as little as possible with the State business, determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner while meeting the residents goals of care.
- The contractor shall sign in and out every day as well as wear a contractors ID badge.

3 Reporting

- 3.1 The Contractor shall maintain records pertaining to contract activities.
- 3.2 The Contractor shall provide the Department with reports and/or documentation as requested by the Department.

Contractor Initials MG



New Hampshire Veterans Home

Exhibit C

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37 General Provisions, Price Limitation, Block 1.8, for the services provided by the Contractor. Rates will be as follows:
 - 1.1 Primary Care Physician/APP/Telemed \$125 per hour x 120 hours per month x 12 months
 - 1.2 Medical Director \$250 per hour x 20 hours per month x 12 months
 - 1.3 Hours listed are approximate/maximum usage and not guaranteed, invoicing should include actual hours, not estimates.
2. In addition to the Medical Director and Physician hourly fees, the following applies for any expenses above and beyond the amounts paid by the NHVH hourly rates.
3. The NHVH will devise a mechanism to notify the Contractor if the individual is a prevailing, basis or no rate individual.
4. Veteran residents, at New Hampshire Veterans Home, fall into one of the three eligibility categories that determine the Contractors billing for services rendered:
 - 5.1 Veteran residents, with **0% up to 69% Service Connected (SC)** disability, for whom the Department of Veterans Affairs pays the New Hampshire Veterans Home a basic per diem rate:
 - 5.1.1 The Contractor shall first bill the residents insurance for services rendered.
 - 5.1.2 If there is a balance remaining, after insurance reimburses the Contractor, the Contractor will bill the resident.
 - 5.2 Veteran residents, with **70% up to 100% SC disability**, for whom the Department of Veterans Affairs pays the New Hampshire Veterans Home a prevailing per diem rate:
 - 5.2.1 The Contractor shall bill the New Hampshire Veterans Home for all services rendered.
 - 5.2.2 The Contractor cannot bill the residents insurance for services rendered.
 - 5.3 Veteran Resident for whom the New Hampshire Veterans Home receives no per diem rate:
 - 5.3.1 The Contractor shall first bill the resident's insurance for services rendered.
 - 5.3.2 If there is a balance remaining, after insurance reimburses the Contractor, the Contractor will bill the resident.
5. The Contractor will be solely responsible for billing third party payers for services rendered by the Contractor, except for 70% SC Veterans prevailing rate Veterans, as listed in 4.2 above. The New Hampshire Veterans Home shall reimburse the Contractor for services rendered to SC Veterans not to exceed the Medicare Fee Schedule, of the year in which the service is provided, for the procedure code of the service provided.
6. The Contractor will submit an invoice to NHVH, once per month, no later than 30 days after the claim is finalized in the vendors billing software, per Exhibit B, to the following:
 - 7.1 Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 7.2 Is submitted in a form that is provided by or otherwise acceptable to the NHVH.
 - 7.3 Identifies and requests payment for 1 month for the previous month.
 - 7.4 Additional supporting documentation may be requested as needed for reporting purposes from outside requests or due to NHVH required changes.
 - 7.5 Is completed, dated and returned to the NHVH with the supporting documentation for allowable expenses to initiate payment.
 - 7.6 Email: Accounts.Payable@nhvh.nh.gov

MG

Exhibit C

Contractor Initials

Date

6/25/2026

New Hampshire Veterans Home



Exhibit C

7.7 Mail: NH Veterans Home
139 Winter Street
Tilton, NH 03276
ATTN: Business Office

- 8 NHVH has up to 30 days to pay the Contractor, per invoice submission with supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

New Hampshire Veterans Home



Exhibit D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Veterans Home (NHVH) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when NHVH determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, NHVH may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the NHVH agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHVH.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," provided by NHVH, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Exhibit D – Certification Regarding Debarment, Suspension and Other Responsibility Matters

Vendor Initials MG

New Hampshire Veterans Home



Exhibit D

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Office of Inspector General Exclusion Database: <https://exclusions.oig.hhs.gov/>
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, NHVH may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS.

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will

Exhibit D – Certification Regarding Debarment, Suspension and Other Responsibility Matters

Vendor Initials MG

New Hampshire Veterans Home



Exhibit D

include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

Myles Greenberg

6/25/2026

Date

Name: Myles Greenberg, M.D
Title: Sole Member and Manager

Exhibit D – Certification Regarding Debarment, Suspension and Other Responsibility Matters

Vendor Initials MG

New Hampshire Veterans Home

Exhibit E: Business Associates Agreement



This Business Associate Agreement herein, "Agreement", effective as of this 19th day of September 2024 herein, "Effective Date", is entered into by and between ComplexCare Medical Group Midwest M, PLLC herein, "Business Associate", located at 41800 W 11 Mile Rd, Ste 109, Novi, MI 48375 and State Agency, New Hampshire Veterans Home herein, "Covered Entity" located at 139 Winter Street, Tilton, NH 03276.

1. **HIPAA.** The Business Associate agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164.

(1) Definitions.

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- k. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information.

Business Associate Initials MG

New Hampshire Veterans Home



Exhibit E: Business Associates Agreement

-
- a. Business Associate shall not use, disclose, maintain, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees, and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- (i) for the proper management and administration of the Business Associate;
 - (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
 - (iii) for data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.
- b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

Business Associate Initials MG

New Hampshire Veterans Home

Exhibit E: Business Associates Agreement



- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes

Business Associate Initials MG

New Hampshire Veterans Home

Exhibit E: Business Associates Agreement



that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Term and Termination for Cause

- a. **Term.** The Term of this Agreement shall be effective as of the Effective Date first set forth above and shall continue in effect until terminated hereunder.
- b. **Termination by Agreement.** This Agreement may be terminated at any time by mutual agreement of the parties.
- c. **Automatic Termination.** This Agreement shall terminate upon termination of the business relationship between the parties.
- d. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may at its sole discretion:
 - 1. Terminate this Agreement after providing opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity; or
 - 2. Terminate this Agreement immediately if Business Associate has breached a material term of this Agreement; or

If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

- e. **Effect of Termination.**
 - 1. If this Agreement is terminated for any reason, the Covered Entity may simultaneously terminate any business relationship without penalty. If there is a conflict between the underlying service agreement and this Agreement with respect to termination, this Agreement shall prevail.
 - 2. Except as provided in paragraph (3) of this Section VI. E., upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate maintains in any form. Business Associate shall retain no copies of the protected health information.

Business Associate Initials MG

New Hampshire Veterans Home

Exhibit E: Business Associates Agreement



3. In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. In such event, Business Associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.
4. The provisions of this Section VI.E shall survive the termination of this Agreement.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and g. below, shall survive the termination of the Agreement.
- g. Indemnification. To the extent permitted by law, each party (the "Indemnifying Party") shall indemnify and hold harmless the other party (the "Indemnified Party"), its officers, directors, employees and agents, from and against, and, at the Indemnified Party's request, defend the Indemnified Party against, any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the grossly negligent or the intentional acts or omissions of the Indemnifying Party, its employees and its agents under the Agreement. Each Indemnified Party shall fully cooperate with the Indemnifying Party in all matters within the scope of this section.

Business Associate Initials MG

New Hampshire Veterans Home

Exhibit E: Business Associates Agreement



IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associates Agreement.

New Hampshire Veterans Home
The Covered Entity

ComplexCare Medical Group Midwest M, PLLC
Name of the Business Associate

Kimberly M MacKay
Signature of Authorized Representative

Myles Greenberg
Signature of Authorized Representative

Kimberly M. MacKay
Name of Authorized Representative

Myles Greenberg, M.D
Name of Authorized Representative

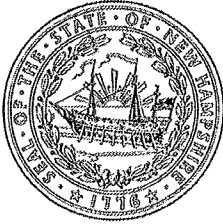
Commandant
Title of Authorized Representative

Sole Member and Manager
Title of Authorized Representative

6/26/2026
Date

6/25/2026
Date

Business Associate Initials MG



State of New Hampshire
Department of State
2026 ANNUAL REPORT

Filed
Date Filed: 4/10/2026
Effective Date: 4/10/2026
Business ID: 998728
David M. Scanlan
Secretary of State

BUSINESS NAME: COMPLEXCARE MEDICAL GROUP MIDWEST M, PLLC
BUSINESS TYPE: Foreign Professional Limited Liability Company
BUSINESS ID: 998728
STATE OF FORMATION: Michigan

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
41800 W 11 Mile Rd, Suite 109 Novi, MI, 48375, USA	2255 E Sunnyside Ave #58362 Salt Lake City, UT, 84108, USA

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: CORPORATION SERVICE COMPANY (150560)
REGISTERED AGENT OFFICE ADDRESS: 10 Ferry Street Suite 313 Concord, NH, 03301, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
Health Care and Social Assistance	Offices of Physicians (except Mental Health Specialists)

MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Myles Greenberg, M.D.	2255 E Sunnyside Ave #58362, Salt Lake City, UT, 84108, USA	Manager

All the Members and Managers are qualified persons with respect to the Professional Limited Liability Company. I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: **Authorized Signer**

Signature: **Dani Engelhart**

Name of Signer: **Dani Engelhart**

Certificate of Authority # 2

(Corporation, Non-Profit Corporation)

Corporate Bylaws-

I, **Svetlana Vinokur**, hereby certify that I am duly elected Clerk/Secretary/Officer of Complex Care Medical Group Midwest M, PLLC, I hereby certify the following is a true copy of the current Operating Agreement of the Corporation and that Section 5.6 of the Operating Agreement authorizes the following officers or positions to bind the Corporation for contractual obligations:

Myles Greenberg, M.D., President
Svetlana Vinokur, Chief Financial Officer & Chief Administrative Officer

I further certify that the following individuals currently hold the office or positions authorized: N/A

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. This authority **shall remain valid for thirty (30) days** from the date of this certificate.

DATED: June 8, 2026

ATTEST: Svetlana Vinokur

(Name & Title)

Svetlana Vinokur
Chief Financial Officer
Chief Administrative Officer

**COMPLEXCARE MEDICAL GROUP MIDWEST M, PLLC
LIMITED LIABILITY COMPANY AGREEMENT**

Effective April 15, 2025

THE MEMBERSHIP INTERESTS REPRESENTED BY PROFESSIONAL LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH MEMBERSHIP INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT (i) EFFECTIVE REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR EXEMPTION THEREFROM AND (ii) COMPLIANCE WITH THE OTHER TRANSFER RESTRICTIONS SET FORTH HEREIN.

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LIMITED LIABILITY COMPANY AGREEMENT
OF
COMPLEXCARE MEDICAL GROUP MIDWEST M, PLLC
a Michigan Professional Limited Liability Company

This Limited Liability Company Agreement (this “Agreement”) effective as of April 15, 2025 (the “Effective Date”), is entered into by and between ComplexCare Medical Group Midwest M, PLLC, a Michigan professional limited liability company (the “Company”) and the sole member of the Company, identified in Schedule A of this Agreement (the “Member”).

RECITALS

WHEREAS, the Articles of Organization of the Company was filed with the Michigan Department of Licensing and Regulatory Affairs on April 15, 2025, pursuant to and in accordance with the Michigan Limited Liability Company Act, Mich. Comp. Laws Ann. § 450.4101 *et seq.*, as amended from time to time (the “Act”);

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein) set forth below:

“Act” is defined in the Recitals.

“Affiliate” means, with respect to a particular Person, (i) any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person, (ii) if such Person is a partnership, any partner thereof (other than a limited partner), (iii) any of such Person’s spouse, siblings (by law or marriage), ancestors and descendants and (iv) any trust for the primary benefit of such Person or any of the foregoing. The term “control” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities or equity interests, by contract or otherwise.

“Agreement” is defined in the preamble to this Agreement.

“Articles of Organization” means the Company’s Articles of Organization as filed with the Michigan Department of Licensing and Regulatory Affairs, as amended.

“Board” is defined in Section 5.1.

“Business Day” means a day that is not a Saturday, Sunday or legal holiday on which banks are authorized or required to be closed in New York, New York.

“Capital Contribution” shall mean any contribution to the capital of the Company in cash or property by a Member.

“Chief Administrative Officer” is defined in Section 5.6(b).

“Code” means the United States Internal Revenue Code of 1986, 26 U.S.C. § 1, *et seq*, as the same exists or may hereafter be amended.

“Company” is defined in the preamble of this Agreement.

“Company Group” means the Service Company and its Affiliates, including the Company and the other professional practice groups to which the Service Company provides non-professional management, clinical support, administrative, advisory, and back-office services.

“Damages” means any and all damages, disbursements, suits, claims, liabilities, obligations, judgments, fines, penalties, charges, amounts paid in settlement, expenses, costs and expenses (including, without limitation, attorneys’ fees and expenses) arising out of or related to litigation and interest on any of the foregoing.

“Effective Date” is defined in the preamble to this Agreement.

“Entity” means any corporation, partnership, limited partnership, limited liability company, joint venture, association, bank, trust company, trust, unincorporated corporation, or other entity (whether for-profit or not-for-profit), whether or not legal entities, or any governmental entity, agency or political subdivision

“Fiscal Year” is defined in Section 7.2.

“Indemnified Person” is defined in Section 6.2.

“Law” means any federal, state, local, municipal, foreign, international, multinational or other constitution, statute, law, rule, regulation, ordinance, code, principle of common law, or treaty.

“Liquidation Assets” is defined in Section 10.2(a)(ii).

“Liquidation FMV” is defined in Section 10.2(a)(ii).

“Liquidation Statement” is defined in Section 10.2(a)(ii).

“Manager” means a member of the Board.

“Member” is defined in the preamble of this Agreement.

“Membership Interest” means the ownership interest of a Member in the Company, including the right of such Member to any and all benefits to which such Member may be entitled as provided in this Agreement or the Act, together with the obligations of such Member to comply with the terms hereof and the Act.

“Order” means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Government Authority or arbitrator.

“Person” means any natural individual, including any (i) Member, Manager, officer or other authorized agent of the Company or (ii) person that is or was serving, at the Board’s request, as a director, limited liability company manager, officer, employee, fiduciary or agent of any other person, or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits.

“Proceeding” means any litigation, claim, proceeding (at law or in equity) or investigation.

“Securities Act” means the Securities Act of 1933, 15 U.S.C. § 77a, *et seq.*, as the same may be amended from time to time.

“Service Company” means Theoria Management, LLC, a Delaware limited liability company.

“Subsidiary” means, with respect to a particular Person, (i) any corporation in which such Person and/or other Subsidiaries of such Person own or control, directly or indirectly, a majority of the corporation’s total economic interest or the total voting power of the corporation’s capital stock (without regard to the occurrence of any contingency) to vote in the election of the corporation’s directors and (ii) any limited liability company, partnership, association or other business entity in which such Person and/or other Subsidiaries of such Person (a) owns or controls, directly or indirectly, a majority of the partnership or similar ownership interest, (b) is allocated a majority of entity gains or losses or (c) is or controls any managing member or general partner.

“Tax” means any federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, registration, value-added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding or other tax, including any interest, penalties (civil or criminal) or additions to tax or additional amounts in respect of the foregoing.

“Tax Return” means any return, declaration, report, statement, and other document required to be filed in respect of any Tax.

“Transfer” means to sell, assign, pledge, gift, convey, or otherwise dispose of or grant a security interest in the subject matter of the Transfer.

ARTICLE II ORGANIZATION OF THE COMPANY

2.1 Formation of the Company. The Company was formed on April 15, 2025, pursuant to the provisions of the Act.

2.2 Limited Liability Company Agreement. The Member of the Company for purposes of the Act hereby adopts this Agreement for the purpose of establishing the affairs of the Company and the conduct of its business in accordance with the Act from and after the Effective Date. During the term of the Company set forth in Section 2.7, the rights and obligations of the Member with respect to the Company will be determined in accordance with the terms and conditions of this Agreement and, except where the Act stipulates that such rights and obligations specified in the Act apply “unless otherwise provided in a limited liability company agreement” (or words of similar effect) and such rights and obligations are not addressed in this Agreement, then the Act.

2.3 Name. The name of the Company is “ComplexCare Medical Group Midwest M, PLLC”.

2.4 Purpose. The purpose and business of the Company is to engage in the provision of professional medical services and any lawful activity for which limited liability companies may be organized under the Act.

2.5 Principal Place of Business. The principal place of business of the Company will be located at the principal office of the Service Company or such other place as the Member may designate. The Company may maintain offices at such other places as the Member deems advisable.

2.6 Registered Agent and Office. The name of the registered agent for service of process of the Company and the address of the Company's registered office in the State of Michigan shall be that person and location reflected in the transmittal form or annual registration filed with the Department of the Treasury.

2.7 Term. The term of the Company commenced upon the filing of the Articles of Organization in accordance with the Act and will continue until termination and dissolution of the Company in accordance with Article X.

ARTICLE III MEMBER

3.1 Sole Member. The sole member of the Company is the Member. The Member shall at all times be a duly licensed physician meeting the requirements set forth in Section 3.2. The Member shall have all rights conferred upon a "member" under the Act, as modified by this Agreement

3.2 Qualification of Member. Any contrary provision of this Agreement notwithstanding, the Company may only issue Membership Interest to individuals who:

(a) are duly licensed to practice medicine in the State of Michigan or are otherwise authorized to be a holder of Membership Interest of the Company under applicable Law, and

(b) are not excluded from participation in any "*federal health care program*" as defined in 42 U.S.C. § 1320a-7b(f) (including the Medicare, Medicaid, TRICARE, and similar or successor programs with or for the benefit of any government authority) or debarred from contracting with any Government Authority.

The Member will deliver written notice to the Company within three (3) calendar days after the Member becomes aware of any allegation or evidence that would disqualify the Member from being a Member based on the above requirements.

3.3 No Personal Liability. Except as otherwise required in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company, or for the acts or omissions of any other member, manager, agent or employee of the Company, solely by reason of being the Member or participating in the management of the Company.

3.4 No Certificates. The Company will not issue any certificates to evidence ownership of the Membership Interests.

3.5 Additional Members. No Person shall become a member without the prior written consent of the Member, except as contemplated by the Securities Transfer Restriction Agreement that the Member and the Company are party to. No new member shall be entitled to any retroactive allocation of losses, income, or expense deductions incurred by the Company. The Board may, at its option, at the time a new member is admitted, close the Company books (as though the Company's tax year had ended) or make pro-rata allocations of loss, income and expense deductions to a new member for that portion of the Company's tax year in which the new member was admitted in accordance with the provisions of Section 706(d) of the Code and the Regulations promulgated thereunder.

3.6 Tax Elections. The Member intends that the Company be treated as an association taxed as a corporation for federal income tax purposes and, if applicable, state income or franchise tax purposes,

and the Company and the Member will file all tax returns and otherwise take all tax and financial reporting positions in a manner consistent with such treatment. Accordingly, the Member hereby agrees to file or cause to be filed timely a Form 8832 (Entity Classification Election) with the IRS within seventy-five (75) days after the Effective Date with an effective date of the Effective Date. The Company and the Member will refrain from making any elections under IRS regulations or filing any tax returns or reports that are inconsistent with such classification unless and until both the Member and the Chief Administrative Officer consent to a change in the U.S. tax classification of the Company. The Member will supply, upon request, any information necessary to give proper effect to any such election.

ARTICLE IV CAPITAL CONTRIBUTIONS

4.1 Capital Contributions of Member. The initial Capital Contribution of the Member will be reflected in Schedule A of this Agreement, the receipt of which is hereby acknowledged, and will hold the Membership Interests in the Company as reflected in Schedule A of this Agreement.

4.2 Additional Capital Contributions. The Member shall not be obligated to make additional Capital Contributions or loans to the Company, but under certain circumstances, the Member may (but shall not be obligated to) lend the Company additional funds. The Member shall not be entitled to interest on the Member's Capital Contribution.

ARTICLE V MANAGEMENT

5.1 Management. All powers of the Company and management of the Company's business and affairs are vested in a board of managers (the "Board"), and the Board may make all decisions and take all actions for the Company not otherwise contemplated in this Agreement. To the extent permissible under any applicable Law, the Board delegates the non-clinical management of the Company to the Chief Administrative Officer.

5.2 Board Composition; Vacancies.

(a) The Company and the Member shall take such actions as may be required to ensure that the number of Managers is at all times one (1) or such greater number as approved by the Member. The initial Manager, as of the Effective Date, is the Member.

(b) A Manager will hold office until such Manager dies, retires, resigns, or is removed in accordance with this Agreement. The Member may remove a Manager. A Manager's removal by the Member will be effective upon the Board's receipt of written notice of such removal from the Member. If a Manager ceases to serve as a Manager, then the Company will fill the resulting vacancy with a replacement designated by the Member. If the Member fails to designate a replacement Manager, then such board seat will remain vacant until a replacement is designated by the Member.

(c) A Manager may resign at any time by giving written notice to the Company at the Company's principal office, with a copy of such resignation sent to the Service Company. A Manager's resignation will take effect upon the Company's receipt of such Manager's resignation notice or at such later time specified in the resignation notice. If a Manager resigns effective as of a future date, then a replacement Manager will be designated by the Member, with such replacement to take effect when the resignation takes effect.

(d) Each Manager is a "manager," as described in the Act. By execution of this Agreement, the Member hereby approves by written consent the appointment of the Persons initially

designated pursuant to Section 5.2(a) as Managers, and this Agreement will serve as a written consent in lieu of a meeting, as permitted under the Act and this Agreement, with respect to the election of Managers.

5.3 Board Meetings.

(a) Regular Board meetings will be held at such times and place as the Board may designate. The Company will deliver to the Managers at least five (5) calendar days' advance written notice of all regular Board meetings. Board meetings may be held either in person or by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, at the offices of the Company or such other place (within or outside the State of Michigan) as may be determined from time to time by the Board.

(b) Special Board meetings may be called by any two (2) Managers or the Chief Administrative Officer and will be held at such times and place as the Board may designate. The Company will deliver to the Managers and the Chief Administrative Officer at least 24-hours' advance written notice of all special Board meetings. Board meetings may be held either in person or by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, at the offices of the Company or such other place (within or outside the State of Michigan) as may be determined from time to time by the Board.

(c) Any Manager may waive notice of a meeting. The attendance by a Manager at any Board meeting will constitute a waiver of notice of such meeting, except where a Manager attends such meeting for the express purpose of objecting to the transaction of any business at that meeting because such meeting was not lawfully called or convened. Neither the business to be transacted at nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

(d) A majority of the total number of Managers and the Chief Administrative Officer must be present to constitute a quorum for the transaction of business at any Board meeting, though the Chief Administrative Officer will attend strictly as a non-voting board observer. Once present, quorum will be broken if the Managers or the Chief Administrative Officer present and constituting a quorum are no longer present at such meeting, and no further business may be transacted until quorum is reestablished. If a quorum is not present at a meeting, then the Managers present may adjourn the meeting from time to time until a quorum is present. If any Manager fails to attend (in person, telephonically or other means) or otherwise terminates two consecutive meetings for which notice was duly given, then a majority of the total number of Managers then in office, excluding such non-attending Manager, will constitute a quorum.

(e) Except as otherwise required by this Agreement or the Act, the act of a majority of the votes held by all Managers present at a Board meeting at which a quorum is present will constitute the act of the Board. Each Manager will have one vote on all matters to be voted upon by the Board.

(f) A Manager who is present at a Board meeting at which action on any matter is taken will be presumed to have assented to the action taken unless a dissent is entered in the meeting minutes or such Manager files a written dissent to such action with the Person acting as the secretary of such Board meeting before the adjournment of such meeting or forwards such dissent by registered mail to the Company immediately after the adjournment of such meeting. The right to dissent will not apply to a Manager who voted in favor of such action.

(g) A Manager may participate in a Board meeting by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation will constitute presence at the meeting.

(h) Any action required or permitted to be taken at a Board meeting may be taken without a meeting if the Managers and the Chief Administrative Officer are given prior written notice of such proposed action and the Managers sufficient to approve the action under this Agreement consent thereto in writing. Reasonably prompt notice of the taking of any action without a meeting by less than unanimous written consent, together with a copy of the action taken, will be given to those Managers who have not consented in writing.

5.4 Creation of Committees. The Manager may create committees to assist the Manager and the officers in the governance of areas of importance to the Company. Subject to the terms of this Agreement, such committees shall have such powers and perform such duties as may be prescribed by the resolution or resolutions creating such committees.

5.5 Expense Reimbursement; No Compensation or Employment.

(a) The Company will reimburse Managers for reasonable and documented out-of-pocket expenses incurred by them in the performance of their managerial duties, including expenses incurred in connection with attending Board meetings. The Managers will serve without compensation for their Board service. Nothing contained in this Section 5.5 precludes any Manager from serving the Company in any other capacity and receiving reasonable compensation for such services.

(b) This Agreement does not and is not intended to confer upon any Manager any rights with respect to continued employment by or other service relationship with the Company or its Subsidiaries, and nothing herein should be construed to have created any employment or other services agreement with any Manager.

5.6 President and other Officers; Appointment of Chief Administrative Officer. The Company shall have a President. The Company may also have a number of other officers as determined by the Board, consisting of one or more vice-presidents, a secretary, and such other officers and assistant officers as the Board deems necessary or desirable. One Person may hold multiple offices. Each officer will remain in office until such officer dies, retires, resigns, or is removed in accordance with this Agreement. In addition to the officers, a Chief Administrative Officer will be responsible for the non-clinical operations aspect of the Company.

(a) **President.** Subject to the powers delegated to the Board, the President is the general manager of the Company and has general administrative and operational control over the Company's business. The President (or any duly licensed physician providing such services to the Company) has exclusive authority to review and oversee the manner in which the Company's employed or contracted licensed clinical professionals provide for the clinical treatment of patients, and no Person (other than the President) has authority to control the manner in which the President exercises such authority over clinical matters. The initial President shall be Myles Greenberg, M.D.

(b) **Chief Administrative Officer.** Except for the exclusive authority to review and oversee clinical operations reserved to the President pursuant to Section 5.6(a) above, the chief administrative officer has general supervisory authority with respect to, and control over, the Company's non-clinical business and affairs (the "Chief Administrative Officer"). The Chief Administrative Officer has full, exclusive, and complete authority, power, and discretion to: (a) take all such actions as the Chief Administrative Officer deems necessary or appropriate to accomplish the non-clinical purposes of the Company, including, without limitation, hiring and firing the Company's non-clinical personnel and delegating any of the Chief Administrative Officer's authority to the secretary and such other officers or assistant officers deemed necessary or desirable by the Chief Administrative Officer; and (b) incur indebtedness on behalf of the Company and pledge and grant liens on Company assets to secure such

indebtedness or Company obligations. The Chief Administrative Officer has full authority to bind the Company and to make any decisions relating to the non-clinical aspects of the Company's business; *provided, however, that* the Chief Administrative Officer has no authority to interfere with a professional's independent professional clinical judgment as it relates to the clinical treatment of patients. To the extent any rights are reserved to the Members or Board by the Act, then, except to the extent limited or waived by the Members or Board or by this Agreement, such rights are hereby so limited and waived, it being the intent that control of the Company's non-clinical business and affairs be vested in the Chief Administrative Officer to the fullest extent permitted by the Act. Nothing set forth in this Section limits or effects the terms of the Business Support Services Agreement in place between Company and the Service Company. The initial Chief Administrative Officer is Svetlana Vinokur.

5.7 Standard of Actions.

(a) The Managers and the officers (in their capacities as managers and officers) have no duties (including fiduciary duties) or corresponding liabilities to the Company or the Member, except as specifically and expressly provided in this Agreement and except for implied covenants of good faith and fair dealing under applicable Law.

(b) Whenever this Agreement permits or requires any Manager or officer to take any action or make a decision or determination, (a) such Person will take such action or make such decision or determination in its sole discretion, unless another standard is expressly stated and (b) if such Person is permitted or required to take any action or to make a decision or determination in its "sole discretion" or under a grant of similar authority or latitude, then such Person may consider such interests and factors as such Person desires.

(c) Nothing in this Section 5.7(c) affects, limits or modifies any officer's or employee's liabilities or obligations (including duties) under any employment agreement, consulting agreement, confidentiality agreement, non-compete agreement, non-solicit agreement or similar agreement with the Company Group.

(d) Nothing in this Agreement or any other current or future agreement will limit this Section 5.7(c) or the parties' intent in the first sentence of Section 5.7(a). No amendment or modification of this Agreement will limit this Section 5.7(c) with respect to actions taken prior to such amendment.

5.8 No Personal Liability. Except as otherwise provided in the Act, by applicable law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Manager.

ARTICLE VI INDEMNIFICATION

6.1 Exculpation.

(a) No Manager (in such person's capacity as a Manager) will be liable, responsible, or accountable, in damages or otherwise, to the Member or to the Company for any act performed by them, or failure to act, except for acts, or failures to act, constituting fraud, gross negligence, or intentional and willful misconduct.

(b) The Board may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents, and no Manager will be responsible for any misconduct or negligence on the part of any such agent appointed by the Board (so long as such agent was selected in good faith). The Board may rely upon the advice of legal

counsel, independent public accountants, and other experts, including financial advisors, and any act of or failure to act by the Board in good faith reliance on such advice will not subject any Manager to any liability to the Company or the Member.

(c) No Manager (in such person's capacity as a Manager) will be liable to the Company or any of its Subsidiaries, equityholders, directors, limited liability company managers or officers for any Damages suffered by the Company unless such Damages are caused by (a) such Manager's fraud, willful misconduct, gross negligence or a breach of this Agreement, such Manager's employment or independent contractor agreement with any Company Group entity or any other agreement between such Manager and any Company Group entity or (b) in the case of a criminal matter, such Manager having acted or failed to act with knowledge that such conduct was unlawful, in each case as determined by a court of competent jurisdiction in a final, non-appealable Order.

6.2 Indemnification. The Company (and any receiver, liquidator, or trustee of, or successor to, the Company) will indemnify and hold harmless any Person, (an "Indemnified Person") to the fullest extent permitted under the Act, as may be amended or replaced (but then only to the extent that such amendment or replacement permits the Company to provide indemnification rights that are broader than those provided by the Company immediately before such amendment or replacement) against all losses, liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings or investigations, assessments, levies, fines, penalties, damages, costs and expenses (including reasonable attorneys' fees and expenses and costs (collectively, "Damages") reasonably incurred by such Person or such Person's Affiliates because such Person is or was a Member or is or was serving as a Manager, officer, employee, agent or representative of the Company (including attempts by Third Parties to "pierce the corporate veil"); *provided, however, that* the Company will not be obligated to indemnify any Indemnified Person for (i) any economic loss or tax obligations incidental to the ownership of any interest in the securities of any Company Group entity (other than tax obligations of the Company imputed to the Indemnified Person, including as a result of the Company failing to properly make the tax elections contemplated in Section 8.2) or any Damages incurred by the Company or any other Person, (ii) any Damages incurred by such Indemnified Person as a result of indemnification obligations of such Indemnified Person pursuant to any agreement with a member of the Company Group, or (iii) any Damages attributable to (a) the Indemnified Person's fraud, theft or embezzlement with respect to any Company Group property, (b) willful misconduct or knowing violation of Law or Order by such Indemnified Person or any of its Affiliates, (c) the material breach by such Indemnified Person or any of its Affiliates of any organizational document of the Company after giving effect to a thirty (30) day cure period or any attempt by an Indemnified Person to transfer securities of the Company in violation of any securities transfer restrictions applicable to the securities of the Company, (d) any legal action by or on behalf of the Indemnified Person or any of the Indemnified Person's Affiliates challenging the validity or enforceability of this Agreement or any other written contract, agreement or understanding between the Indemnified Person and the Company or any other member of the Company Group, (e) the Indemnified Person's indictment or conviction for any felony or any crime involving moral turpitude, (f) as a result of the Indemnified Person's direct actions causing the Indemnified Person's exclusion from participation in any "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) (including Medicare, Medicaid, TRICARE and similar or successor programs with or for the benefit of any governmental authority), (g) any expenses, liabilities or losses arising from or related to (1) medical malpractice claims against such Indemnified Person arising from such Indemnified Person's personally performed medical services as an employee or contractor of the Company, or (2) the loss of or failure by such Indemnified Person to maintain any professional license, permit, certification or privilege maintained or required to be maintained by such Indemnified Person as a physician, except to the extent such loss or failure to maintain professional licensure is caused by actions or omissions taken by the Service Company.

6.3 Expense Advances. Subject to the Company's receipt of an undertaking by an Indemnified Person to repay any advanced amounts if such Indemnified Person is ultimately not entitled to indemnification by the Company under this Agreement, the Company will pay, in advance of final (including attorneys' fees and expenses) incurred by such Indemnified Person in defending any action, suit or proceeding involving a claim for which such Indemnified Person may be entitled to indemnification under this Agreement. For purposes of subsections (b) through (f) of Section 6.6, the term "Indemnified Person" shall include the Member.

6.4 Non-Exclusive. The right to indemnification and the advancement of expenses conferred in this Article VI is not exclusive of any other right that an Indemnified Person may have or hereafter acquire under applicable Law, by contract or otherwise.

6.5 Insurance. The Company (i) shall maintain insurance with commercially reasonable coverage requirements and limits, at its expense, to protect the Member or officer, and (ii) may maintain insurance, at its expense, to protect any other Indemnified Person against any expense, liability or loss described in Section 6.2 whether or not the Company would have to indemnify such Indemnified Person against such expense, liability or loss under this Article VI.

6.6 Limitations. The Company's obligations under this Article VI are subject to the following limitations:

(a) The amount of an Indemnified Person's indemnifiable Damages will be offset by the amount of (x) any insurance proceeds actually recovered by such Indemnified Person from insurers and (y) any indemnity, contribution or other similar payments received by such Indemnified Person from third-parties with respect to such Damages.

(b) If an Indemnified Person receives mitigating insurance proceeds or recoveries from third-parties for any indemnifiable Damages after an indemnification payment is made in respect of such Damages, then such Indemnified Person will promptly pay to the Company the amount of such insurance proceeds and third-party recoveries when and to the extent actually received. An Indemnified Person need not remit to the Company any offsetting payment under this Section 6.6(b) in excess of the amount previously paid by the Company to such Indemnified Person in respect of the underlying indemnifiable Damages.

(c) An Indemnified Person seeking indemnity under this Article VI will use commercially reasonable efforts to pursue timely all available recoveries from insurers and other third-parties pursuant to any contractual rights to indemnification, reimbursement, offset or recovery against such third-parties in respect of any indemnifiable Damages.

(d) This Section 6.6(a) notwithstanding, an Indemnified Person may submit and pursue indemnity claims in accordance with this Article VI, and the Company will be obligated to indemnify such Indemnified Person before such Indemnified Person has pursued any available recovery from insurers and third-parties.

(e) An Indemnified Person will not be entitled to recover or make a claim for any amounts in respect of special or punitive damages, other than such damages as such Indemnified Person is required to pay to third-parties as a result of the facts and circumstances underlying such indemnification claim.

(f) An Indemnified Person will not settle, or otherwise admit liability with respect to, any Proceeding in respect of which the Company has acknowledged it is obligated to indemnify such Indemnified Person under this Article VI without the Manager's prior written consent.

6.7 Company Obligation Only. Indemnification by the Company pursuant to this Article VI will be provided from, and only to the extent of, the Company's assets, and no equityholder, director, limited liability company manager or officer of the Company will have personal liability on account thereof or be required to contribute capital to the Company to help satisfy the Company's indemnification obligations under this Article VI.

ARTICLE VII BOOKS, RECORDS, ACCOUNTING AND REPORTS

7.1 Records and Accounting. The Company will keep appropriate books and records with respect to the Company's business, including such books and records necessary to provide any information, lists, and copies of documents required to be provided pursuant to this Article VII or applicable Law.

7.2 Fiscal Year. The fiscal year (the "Fiscal Year") of the Company is the 12-month period ending on December 31st of each calendar year.

7.3 Reports. The Company will use commercially reasonable efforts to deliver within ninety (90) calendar days after the end of each Fiscal Year to each Person who was a Member at any time during such Fiscal Year all information necessary for the preparation of such Person's United States federal and state income Tax Returns.

ARTICLE VIII TAX MATTERS

8.1 Preparation of Tax Returns. The Company will arrange for the preparation and timely filing (including extensions) of all Tax Returns required to be filed by the Company.

8.2 Tax Elections. The Company's taxable year is the Fiscal Year set forth in Section 7.2. The Board will take such steps (including the filing of an election with the Internal Revenue Service) as may be necessary or appropriate to be taxed as a corporation under the Code and, for so long the undersigned individual is a Member of the Company. The Company and the Member will refrain from making any elections under IRS regulations or filing any Tax Returns or reports that are inconsistent with such classification unless and until the Board consents to a change in the U.S. tax classification of the Company.

ARTICLE IX TRANSFER

The Member shall not have the right, directly or indirectly, to sell, assign, exchange, pledge, encumber or otherwise transfer all or any part of the Member's Membership Interest to any Person except pursuant to the terms of the Securities Transfer Restriction Agreement between the Member, the Service Company and the Company. The Member shall not have the right to withdraw as a Member except to the extent required (and not waivable) by the Act.

ARTICLE X DISSOLUTION AND LIQUIDATION

10.1 Dissolution. The Company will dissolve, and its affairs will be wound up after the earliest of:

- (a) the Board's determination to dissolve the Company, and
- (b) the entry of a decree of dissolution of the Company under the Act.

Except as otherwise provided in this Article X, the Company will have a perpetual existence.

10.2 Liquidation and Termination. Upon the dissolution of the Company, the Board will act as liquidator or may appoint any other Person to serve as liquidator. The liquidator will diligently wind up the Company's affairs and make final distributions as provided in this Agreement and in the Act. The Company will bear the costs of liquidation as a Company expense.

- (a) To affect the Company's liquidation, the liquidator will:
 - (i) pay, satisfy or discharge from the Company assets all debts, liabilities, and obligations of the Company (including expenses incurred in liquidation) or otherwise make adequate provision for the payment, satisfaction or discharge thereof (including the establishment of a cash fund for contingent liabilities in such amount and for such term as the liquidator reasonably determines),
 - (ii) as promptly as practicable thereafter, (A) determine the fair market value (the "Liquidation FMV") of the Company's remaining assets (the "Liquidation Assets"), (B) determine the amounts to be distributed to each Member in accordance with Section 10.2(a)(iii) and (C) deliver to each Member a statement (the "Liquidation Statement"), setting forth the Liquidation FMV and the amount and recipients of such distributions, and
 - (iii) thereafter, promptly distribute the Liquidation Assets to the Member in accordance with the Membership Interest of the Company.

10.3 Reasonable Time for Winding Up. The Member will allow a reasonable amount of time for the orderly winding up of the Company's business and affairs and the liquidation of its assets pursuant to Section 10.2 to minimize any losses otherwise attendant upon such winding up.

10.4 Return of Capital. The return of capital contributions, without interest, to the Member will be made solely from Company assets, and the liquidator will not be personally liable for the return of capital contributions.

ARTICLE XI GENERAL PROVISIONS

11.1 Notices. All notices and other communications required or permitted under this Agreement (a) must be in writing, (b) will be duly given (i) when delivered personally to the recipient or (ii) one Business Day after being sent to the recipient by nationally recognized overnight private carrier (charges prepaid) or facsimile transmission (with delivery confirmation retained) and (c) addressed (i) if to a Member, to the address reflected on such Member's counterpart signature page to this Agreement or otherwise reflected in the Company's books and records or (ii) if to the Company, to the Company's principal office or to such other address as the recipient may designate by notice given in accordance with this Section 11.1.

11.2 Further Action. The Member agrees to execute and deliver all documents, provide all information, and take or refrain from taking such actions as may be necessary or appropriate to effect the purposes of this Agreement.

11.3 Entire Agreement. This Agreement constitutes the complete agreement and understanding among the Member regarding the subject matter of this Agreement and supersedes any prior understandings, agreements, or representations regarding the subject matter of this Agreement from and after the Effective Date.

11.4 Amendments. This Agreement may not be amended, restated, modified or supplemented in any respect, and the observance of any term of this Agreement may not be waived, without (a) fifteen (15) days prior written notice of such action to the Chief Administrative Officer (unless a shorter notice period is approved in writing by the Chief Administrative Officer) and (b) the prior written consent of the Member.

11.5 Binding Effect; Benefit. This Agreement will inure to the benefit of and bind the Member and their respective successors and permitted assigns. Except as set forth in Article VI, nothing in this Agreement, express or implied, may be construed to give any Person (including, without limitation, any creditor of the Company or any of its Subsidiaries) other than the Member and their respective successors and permitted assigns any legal or equitable right, claim, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.6 Severability. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11.7 References. The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect the construction or interpretation of this Agreement. Unless otherwise provided, references to "Article(s)," "Section(s)," and "Schedule(s)" refer to the corresponding article(s), section(s), and schedule(s) of or to this Agreement. Reference in this Agreement to any statute refers to such statute, any amendments thereto or successor legislation, and all regulations promulgated under or implementing such statute, as in effect at the relevant time. Reference to a contract, instrument or other document as of a given date means the contract, instrument or other document as amended, supplemented and modified from time to time through such date.

11.8 Construction. All pronouns and any variation thereof will be construed to refer to such gender and number as the identity of the subject may require. The terms "include" and "including" indicate examples of a predicate word or clause and not a limitation on that word or clause.

11.9 Governing Law. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

11.10 Derivative Actions. The Member hereby waives all rights to commence a derivative action on behalf of the Company to recover a judgment in the Company's favor.

11.11 Waiver of Trial by Jury. THE MEMBER HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING (ARISING IN CONTRACT, TORT OR OTHERWISE) ARISING FROM OR RELATED TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, OR THE RELATIONSHIPS AMONG THE PARTIES ESTABLISHED HEREBY.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

The undersigned has executed and delivered this Agreement as of the date first written above.

THE MEMBER:

By: Signed by: Myles Greenberg, M.D.
Name: Myles Greenberg, M.D.

THE COMPANY:

**COMPLEXCARE MEDICAL GROUP MIDWEST M,
PLLC**

By: Signed by: Myles Greenberg, M.D.
Name: Myles Greenberg, M.D.
Title: Manager

SCHEDULE A
MEMBER(S)

<u>NAME OF MEMBER</u>	<u>CAPITAL CONTRIBUTION</u>	<u>MEMBERSHIP INTEREST</u>
Myles Greenberg, M.D.	\$100	100%