

SETTLEMENT AGREEMENT AND RELEASE

BETWEEN AND AMONG

**NEXT STEP HEALTHCARE, LLC
NEXT STEP MA MASTER SUBTENANT, LLC
NEXT STEP MA NH MASTER TENANT, LLC
NEXT STEP MA NH GEN MASTER TENANT, LLC
120 MAIN STREET OPERATOR LLC, d/b/a DEXTER HOUSE HEALTHCARE
1748 HIGHLAND AVENUE OPERATOR LLC, d/b/a FALL RIVER HEALTHCARE
1199 JOHN FITCH HIGHWAY OPERATOR LLC, d/b/a FITCHBURG HEALTHCARE
193 PLEASANT STREET OPERATOR LLC, d/b/a GARDEN PLACE HEALTHCARE
383 MILL STREET OPERATOR LLC, d/b/a THE HERMITAGE HEALTHCARE
620 LAUREL STREET OPERATOR LLC, d/b/a LEE HEALTHCARE
40 MARTIN STREET OPERATOR LLC, d/b/a MELROSE HEALTHCARE
460 WASHINGTON STREET OPERATOR LLC, d/b/a NORWOOD HEALTHCARE
76 NORTH STREET OPERATOR LLC, d/b/a OAKHILL HEALTHCARE
19 OBERY STREET OPERATOR LLC, d/b/a PLYMOUTH HARBORSIDE
HEALTHCARE
160 MAIN STREET OPERATOR LLC, d/b/a WALPOLE HEALTHCARE
146 DEAN STREET OPERATOR LLC, d/b/a WEDGEMERE HEALTHCARE
25 ARMORY STREET OPERATOR LLC, d/b/a WEST NEWTON HEALTHCARE
8 COLONIAL DRIVE OPERATOR LLC, d/b/a WESTBOROUGH HEALTHCARE
1200 SUFFIELD STREET OPERATOR, LLC d/b/a AGAWAM HEALTHCARE
27 GEORGE STREET OPERATOR LLC, d/b/a ATTLEBORO HEALTHCARE
1102 WASHINGTON STREET OPERATOR LLC, d/b/a BRAINTREE MANOR
HEALTHCARE
1650 WASHINGTON STREET OPERATOR LLC, d/b/a CHETWYNDE HEALTHCARE
1007 EAST STREET OPERATOR LLC, d/b/a DEDHAM HEALTHCARE
743 MAIN STREET OPERATOR LLC, d/b/a THE ELMHURST HEALTHCARE
272 WASHINGTON STREET OPERATOR LLC, d/b/a GLOUCESTER HEALTHCARE
188 FLORENCE STREET OPERATOR LLC, d/b/a HEATHWOOD HEALTHCARE
ONE LOVE LANE OPERATOR, LLC, d/b/a SOUTH DENNIS HEALTHCARE
50 INDIAN NECK ROAD OPERATOR LLC, d/b/a WAREHAM HEALTHCARE**

and

**COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES**

and

**COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL**

PARTIES

This Settlement Agreement and Release (“Agreement”) is entered into as of June 5, 2024 between and among the Massachusetts Executive Office of Health and Human Services (“EOHHS”), limited to its role as the single state agency for Medicaid (“MassHealth”); the Medicaid Fraud Division (“MFD”) of the Commonwealth of Massachusetts Office of the Attorney General (“Attorney General”); parties defined as “Next Step,” which shall include Next Step Healthcare, LLC; Next Step MA Master Subtenant, LLC; Next Step MA NH Master Tenant, LLC; and Next Step MA NH GEN Master Tenant, LLC; parties defined as “The Facilities,” which shall include 120 Main Street Operator LLC, d/b/a Dexter House Healthcare (“Dexter House”); 1748 Highland Avenue Operator LLC, d/b/a Fall River Healthcare (“Fall River”); 1199 John Fitch Highway Operator LLC, d/b/a Fitchburg Healthcare (“Fitchburg”); 193 Pleasant Street Operator LLC, d/b/a Garden Place Healthcare (“Garden Place”); 383 Mill Street Operator LLC, d/b/a The Hermitage Healthcare (“The Hermitage”); 620 Laurel Street Operator LLC, d/b/a Lee Healthcare (“Lee”); 40 Martin Street Operator LLC, d/b/a Melrose Healthcare (“Melrose”); 460 Washington Street Operator LLC, d/b/a Norwood Healthcare (“Norwood”); 76 North Street Operator LLC, d/b/a Oakhill Healthcare (“Oakhill”); 19 Obery Street Operator LLC, d/b/a Plymouth Harborside Healthcare (“Plymouth Harborside”); 160 Main Street Operator LLC, d/b/a Walpole Healthcare (“Walpole”); 146 Dean Street Operator LLC, d/b/a Wedgemere Healthcare (“Wedgemere”); 25 Armory Street Operator LLC, d/b/a West Newton Healthcare (“West Newton”); and 8 Colonial Drive Operator LLC, d/b/a Westborough Healthcare (“Westborough”); and parties defined as “The Additional Released Facilities,” which shall include 1200 Suffield Street Operator, LLC d/b/a Agawam Healthcare, 27 George Street Operator LLC, d/b/a Attleboro Healthcare; 1102 Washington Street Operator, LLC, d/b/a Braintree Manor Healthcare; 1650 Washington Street Operator LLC, d/b/a Chetwynde Healthcare; 1007 East Street Operator LLC, d/b/a Dedham Healthcare; 743 Main Street Operator LLC, d/b/a The Elmhurst Healthcare; 272 Washington Street Operator LLC, d/b/a Gloucester Healthcare; 188 Florence Street Operator LLC, d/b/a Heathwood Healthcare; One Love Lane Operator, LLC, d/b/a South Dennis Healthcare; and 50 Indian Neck Road Operator LLC, d/b/a Wareham Healthcare.

Next Step Healthcare, LLC (“Next Step”) is a long-term care management company located at 400 Trade Center, Suite 7950, Woburn, MA 01801. Dexter House, Fall River, Fitchburg, Garden Place, The Hermitage, Lee, Melrose, Norwood, Oakhill, Plymouth Harborside, Walpole, Wedgemere, West Newton, and Westborough are skilled nursing facilities leased and operated by Next Step. The Additional Released Facilities are skilled nursing facilities currently or previously leased and operated by Next Step.

Together, the Commonwealth of Massachusetts, EOHHS, the Attorney General, Next Step, The Facilities, and The Additional Released Facilities will be referred to as “the Parties.”

PREAMBLE

1. WHEREAS, this Agreement arises out of potential claims the Attorney General has against Next Step and The Facilities relating to their care for residents of long-term care facilities during the period beginning on or about September 1, 2017 and continuing up to

and including December 31, 2023 (the “relevant time period”);

2. WHEREAS, The Facilities are licensed by the Massachusetts Department of Public Health (“DPH”) pursuant to G.L. c. 111, § 71, as well as subject to state and federal regulations, including, but not limited to, 42 C.F.R. § 483 et seq., 105 C.M.R. § 150.00, et seq., and 940 C.M.R. § 4.00, et seq.;
3. WHEREAS, this Agreement addresses the following “Covered Conduct” for the relevant time period:
 - a. The Attorney General, through MFD, has conducted an investigation into the care and treatment delivered to residents by Next Step, The Facilities, and The Additional Released Facilities during the relevant time period.
 - b. As a result of this investigation, the Attorney General:
 - i. Contends that, prior to April 2019, facilities under Next Step’s management were struggling to ensure that they had adequate staffing levels to meet the needs of residents and that Next Step did not take appropriate steps to enable facility management to adopt measures that could improve staffing levels.
 - ii. Contends that, in April 2019, Next Step implemented staffing reductions to the facilities under its management. Next Step reduced the staffing levels at nursing facilities under its management for positions other than certified nursing assistants (“CNAs”), and CNA staffing was reduced at the nursing facilities under Next Step’s management, without regard for differences in patient needs.
 - iii. Contends that after Massachusetts regulations went into effect in April 2021 that required nursing facilities to maintain certain staffing levels, see 105 C.M.R. § 150.007(B)(2)-(4), Next Step was systemically noncompliant in meeting those regulatory requirements. Some of Next Step’s nursing facilities were in the bottom 10% of staffing in their counties.
 - iv. Contends that staffing levels may have led to resident harm at Next Step’s facilities, including the development of pressure ulcers, unsupervised falls, medication errors, and urinary tract infections.
 - c. The Attorney General contends that Next Step’s, The Facilities’, and The Additional Released Facilities’ conduct resulted in the submission of false claims for nursing services to MassHealth, as those services were of such a substandard, poor quality, and deficient nature, that they constituted “worthless services,” as defined by applicable case law, and/or as the services failed to comply with material regulations governing the care and treatment of residents of long-term

care facilities. The Attorney General contends that this conduct violated the Massachusetts False Claims Act, G.L. c. 12, §§ 5A et seq.

- d. The Attorney General further contends that Next Step's, The Facilities', and The Additional Released Facilities' conduct resulted in failures to comply with the following state and federal regulations: 42 C.F.R. § 483.10(a)(10), 42 C.F.R. § 483.10(e), 42 C.F.R. § 483.10(i), 42 C.F.R. § 483.10(j), 42 C.F.R. § 483.12(a)(2), 42 C.F.R. § 483.21(b), 42 C.F.R. § 483.24, 42 C.F.R. § 483.25, 42 C.F.R. § 483.35, 42 C.F.R. § 483.45(f)(2), and 42 C.F.R. § 483.70, 105 C.M.R. § 150.007(A), and 105 C.M.R. § 150.007(B)(2)-(4). The Attorney General contends that failure to comply with federal and state regulations applicable to long-term care facilities violated G.L. c. 93A § 2(a), per 940 C.M.R. § 4.02, which provides that “[i]t shall be an unfair or deceptive act or practice, in violation of M.G.L. c. 93A, § 2, for a licensee or an administrator . . . to fail to comply with any existing state or federal statute, rule or regulation which provides protection to or for residents or prospective residents of long-term care facilities.”
 - e. The Attorney General further contends that Next Step's, The Facilities', and The Additional Released Facilities conduct constituted “wanton or reckless abuse, mistreatment, or neglect of residents” in violation of G.L. c. 111, § 72K.
4. WHEREAS, by entering into this Agreement, the Parties wish to avoid the costs and burdens of litigation proceedings and seek to reach an Agreement that will fully and finally settle the allegations set forth in Paragraph 3 of the Preamble and any and all related claims.

TERMS AND CONDITIONS

NOW, THEREFORE, in reliance on the representations contained herein and in consideration of the mutual promises, covenants, and obligations set forth in this Agreement, and for good and valuable consideration as stated herein, the Parties agree to the following Terms and Conditions:

1. **Full and Final Settlement re: Covered Conduct:** This Agreement is intended to settle and resolve with finality all civil and administrative disputes between the Parties, as defined above, arising from the Covered Conduct only. To effectuate such purpose, and in accordance with the mutual covenants and agreements contained herein, and with full authority to enter into this Agreement, the Parties hereby enter into and execute this Agreement and agree further to be bound by all of its provisions.
2. **Agreement Effective Upon Signing:** This Agreement shall be final and binding only upon a signing by each representative party hereto and shall be effective on the date it has been signed by all Parties (“Effective Date”).
3. **No Admission or Denial of Wrongdoing:** By entering into this Agreement, Next Step, The Facilities, and The Additional Released Facilities neither admit nor deny the

contentions or the allegations identified in the Covered Conduct and no Party shall make a public statement to the contrary. Nothing in this Agreement affects Next Step's, The Facilities' and/or the Additional Released Parties' (i) testimonial obligations; or (ii) their right to take legal positions in administrative proceedings, litigation, or other legal proceedings.

4. **Settlement Amount:** Next Step and The Facilities agree to commit to pay an amount of \$4,000,000.00 ("Total Settlement Amount"). The manner and means of payment shall be as follows:

- a. **Payments to the Commonwealth:** Next Step and The Facilities shall pay the Commonwealth a total of \$750,000.00, of which \$375,000.00 constitutes restitution, as set forth in 26 U.S.C. § 162(f)(2)(A)(ii). These payments shall be divided evenly as restitution to EOHHS and penalties, as described below:
 - i. Next Step and The Facilities shall pay \$250,000.00 on or before forty-five (45) days after the Effective Date.
 - ii. Next Step and The Facilities shall pay \$250,000.00 on or before June 30, 2025.
 - iii. Next Step and The Facilities shall pay \$250,000.00 on or before December 31, 2026.

The Attorney General is designating the civil penalties received under this settlement to the Commonwealth's Long-Term Care Facility Quality Improvement Fund (G.L. c. 29, § 2UUUU).

- b. **Staffing Payments:** Next Step and The Facilities that are subject to the Independent Compliance Monitoring Program described by this Agreement in Paragraph 6, below ("The Monitored Facilities") agree to fund improved staffing levels at The Monitored Facilities increasing funding for staffing by a cumulative increase of \$3,250,000.00 above the total incurred during the year ending December 31, 2023 by The Monitored Facilities. These funds must be spent according to the following schedule:
 - i. Next Step and The Facilities shall spend \$1,083,333.34 on or before December 31, 2024.
 - ii. Next Step and The Facilities shall spend \$1,083,333.33 on or before December 31, 2025.
 - iii. Next Step and The Facilities shall spend \$1,083,333.33 on or before December 31, 2026.

The funds must be spent on staffing improvements, recruitment, retention, additional benefit costs, bonuses, overtime, wage increases, and/or other staffing-related initiatives at The Monitored Facilities. Next Step and The Monitored Facilities agree to submit the proposed spend, or for those funds spent or committed for these purposes after January 1, 2024, for review to the Independent Compliance Monitor, described in Paragraph 6, below, which will have authority to approve or reject the proposed spend to be counted against the spending requirement.

5. **Budgeted Staffing Levels:** Next Step agrees that, as of the Effective Date, it will set its budgeted staffing levels for each of The Facilities to a minimum of 3.58 hours per patient day (“HPPD”) and to make diligent efforts to staff The Facilities at that level.

6. **Independent Compliance Monitoring Program**
 - a. **Contract with Independent Compliance Monitor:** Next Step agrees to contract, at Next Step’s expense, with an Independent Compliance Monitor, no later than ninety (90) days from the Effective Date.

 - b. **MFD Approval Required:** Next Step agrees to identify the Independent Compliance Monitor it proposes to retain for MFD approval. MFD will timely approve or reject the Independent Compliance Monitor proposed by Next Step. Next Step will not contract with the Independent Compliance Monitor until MFD approves of the Independent Compliance Monitor.

 - c. **The Monitored Facilities:** The facilities subject to independent compliance monitoring, as described in this Paragraph, are Fall River Healthcare, Fitchburg Healthcare, Garden Place Healthcare, The Hermitage Healthcare, Melrose Healthcare, Norwood Healthcare, Plymouth Harborside Healthcare, Wedgemere Healthcare, Westborough Healthcare, and West Newton Healthcare.

 - d. **Scope of Responsibilities:** At all facilities subject to monitoring, the Independent Compliance Monitor will conduct monitoring of Next Step’s staffing efforts, including recruitment, retention, budgeted staffing levels (including compliance with the HPPD commitment described in Paragraph 5), scheduling, finances allocated for staffing and staffing initiatives, and regulatory compliance. The Independent Compliance Monitor will also conduct monitoring of the quality of care delivered to residents at all facilities listed in Paragraph 6.c, above, except Fitchburg Healthcare and Wedgemere Healthcare.

 - e. **Baseline Assessment:** The monitoring program will begin with a baseline assessment, which will be conducted by the Independent Compliance Monitor within six (6) months of the Effective Date and provided to the facility, Next Step, and MFD. As part of the baseline assessment, the Independent Compliance Monitor will conduct an on-site review of each facility and review and assess the quality and sufficiency of each facility’s staffing and material compliance with

regulations concerning facility staffing, and, except at Fitchburg Healthcare and Wedgemere Healthcare, quality of care and material compliance with regulations that have a material impact on quality of care. Prior to finalizing its baseline assessment, the Monitor will confer with Next Step and the relevant facility regarding its preliminary findings and allow Next Step to respond to any issues or concerns raised. Within thirty (30) days of receipt of the Monitor's final baseline assessment, Next Step and the facility will submit to the Independent Compliance Monitor a proposed compliance plan for any deficiencies identified in the final baseline assessment. Within thirty (30) days of receipt of the proposed compliance plan, the Independent Compliance Monitor will review with Next Step and develop a final compliance plan, which will be provided to the facility, Next Step, and MFD. MFD will be entitled to share the baseline assessment and final compliance plan with MassHealth and DPH.

- f. Bi-Annual Audits: Every six (6) months thereafter, the Independent Compliance Monitor will conduct an on-site review of each facility and draft a report documenting their review of the implementation of the final compliance plan, the facility's staffing, including recruitment, retention, budgeted staffing levels (including compliance with the 3.58 HPPD commitment described in Paragraph 5), actual staffing levels, scheduling, finances allocated for staffing, regulatory compliance, implementation of any corrective action plan related to any previously identified deficiencies, and, except at Fitchburg Healthcare and Wedgemere Healthcare, quality of care. The assessment of quality of care will include a review of 13% of the patient care plans for all residents who, at the time of the review, reside at the facility. Based on this review, the Independent Compliance Monitor will identify any deficiencies in implementation of the compliance plan, staffing, and quality of care and propose corrective action and submit a report to the facility, Next Step, and MFD. Before finalizing its report, the Independent Compliance Monitor shall confer with Next Step regarding its proposed findings and allow Next Step to respond to any asserted deficiencies. MFD will be entitled to share audit reports with MassHealth and DPH.
- g. Deficiencies: As to any deficiencies reported to MFD by the Independent Compliance Monitor during its bi-annual audits, the facility will submit to MFD and to the Independent Compliance Monitor, within thirty (30) days of such report, a corrective action plan, which identifies remedial steps to be taken and a calculation of any overpayments and/or applicable administrative or civil restitution, fines, or penalties, except any overpayments, restitution, fines, or penalties that are duplicative of those subject to assessment by EOHHS, DPH, or the Centers for Medicare or Medicaid Services. The Independent Compliance Monitor will assess implementation of any corrective action plan at subsequent bi-annual audits.
- h. Duration of Monitoring: The monitoring program described above will be for a presumptive term of three (3) years, provided that, if a facility receives no material deficiencies and does not have to submit a plan of correction, on a bi-

annual audit report for (3) three consecutive audits, the monitoring program will terminate at that facility. Notwithstanding this provision, the monitoring program must last a duration of at least two (2) years at all facilities. If a Facility subject to monitorship is either closed or transferred to another operator unrelated to Next Step, the monitorship as to such Facility shall terminate effective as of the transfer or closure of the Facility.

- i. Access to Records and Employees: The Independent Compliance Monitor will have access to all documents, including medical, resident treatment, staffing, scheduling, payroll, budget, ledger, financial, hiring and/or recruitment records, electronic medical records, and software or any other types of records within the access, custody, or control of the facility and/or Next Step, as deemed relevant by the Independent Compliance Monitor. The facility and/or Next Step will make available any employees, patients, contractors, or sub-contractors deemed necessary for interviews by the Independent Compliance Monitor.
 - j. Breach: If Next Step or any of The Facilities refuse to participate in the monitoring program, materially fail to perform their duties or meet their obligations under Paragraph 6 of this Agreement, or refuse to implement material aspects of the compliance plan and/or corrective action plans or refuse or obstruct access to records or employees to which the Independent Compliance Monitor is entitled, as reflected in Paragraph 6.i, described above, and if such condition is not cured within thirty (30) days of notice of said condition by the Independent Compliance Monitor to the facility and Next Step, then the facility and Next Step will be in breach of this Agreement. Upon breach, the facility and Next Step will be liable for liquidated damages equal to the Total Settlement Amount due under this Agreement, less sums already paid to the Commonwealth or expended pursuant to Paragraph 4(b) of this Agreement, which will become due and payable within thirty (30) days. Interest will accrue at the rate of twelve percent (12%) per annum compounded daily from the date of breach until liquidated damages are paid.
 - k. Suspension, Termination or Exclusion for Breach: In the event of breach, EOHHS may pursue suspension, termination, or exclusion of Next Step or any of its facilities from participating in MassHealth pursuant to the procedures set forth in 130 C.M.R. §§ 450 et seq. EOHHS will provide written notice of any proposed suspension, termination, or exclusion to Next Step and the facility in accordance with applicable regulations. The pursuit of suspension, termination or exclusion for breach is in addition to, and not in lieu of, the damages identified in this Agreement or remedies otherwise available in law or equity.
7. The Release: In consideration of the execution of this Agreement and the Settlement Amount outlined in Paragraph 4 of Terms and Conditions:
- a. EOHHS and the Attorney General hereby release Next Step, The Facilities, and The Additional Released Facilities, their predecessors, successors, transferees,

heirs, and assigns, and their current and former directors, officers, managers, employees, and agents, parents, subsidiaries, divisions, and affiliates, individually and collectively, from all civil and administrative claims or causes of action which were or could have been raised in any civil or administrative action or proceeding relating to the Covered Conduct, and from any claims, counterclaims, agreements, contracts, duties, damages, demands, costs, losses, and expenses (including attorneys' fees and litigation costs actually incurred) of any nature whatsoever, in law or in equity, whether statutory or common law, arising in any way from the Covered Conduct, the Attorney General's investigation pertaining to the Covered Conduct, and/or this Agreement.

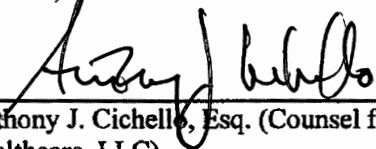
- b. The release provided in Paragraph 7(a), "The Release," is limited to civil and administrative liability arising from the Covered Conduct and does not extend to liability arising from any other conduct of Next Step and The Facilities.
 - c. This Agreement represents a final settlement between the Parties of the matter, and it shall not bind any private entity or any state government entity other than EOHHS and the Attorney General. This Agreement shall not bind any federal government entity, including the United States.
 - d. Next Step, The Facilities, and The Additional Released Facilities hereby release the EOHHS and the Attorney General, their successors, assigns, present or former officers, directors, and employees from all civil or administrative liability, and from any claims, counterclaims, agreements, contracts, duties, damages, demands, costs, losses, and expenses (including attorneys' fees and litigation costs actually incurred) of any nature whatsoever, in law or in equity, whether statutory or common law, arising in any way from the Covered Conduct, the Attorney General's investigation pertaining to the Covered Conduct, and/or this Agreement. In so doing, Next Step, The Facilities, and The Additional Released Facilities are not waiving and expressly reserve their right to challenge staffing overpayment assessments of EOHHS and/or MassHealth, Civil Monetary Penalties or other remedies imposed by DPH and/or CMS or similar assessments, penalties, or fines assessed against them.
8. **No Appeal:** The terms of this Agreement shall not be subject to appeal in any forum. This Agreement is a settlement agreement. It is not a final agency action for the purpose of G.L. c. 30A, § 14.
9. **Voluntary and Freely:** The Parties each represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.
10. **Execution of Original Agreement in Triplicate:** This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same Agreement. Facsimiles and electronic copies of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

11. **Signatories are Authorized to Sign:** Each person who signs this Agreement in a representative capacity warrants that s/he is duly authorized to do so.
12. **Binding on Successors:** This Agreement shall be binding on all successors, transferees, heirs, and assigns of the Parties.
13. **Entire Agreement:** This Agreement constitutes the full and complete agreement between and among the Parties with respect to the subject matters hereof and supersedes any and all other written or oral communications or agreements related thereto.
14. **Governing Law:** This Agreement shall be governed in all respects by the laws of the Commonwealth of Massachusetts.
15. **Modification:** This Agreement may be modified only in a writing signed by or on behalf of all Parties to this Agreement.

NEXT STEP HEALTHCARE, LLC

By: 
Damian N. Dell'Anno, Chief Executive Officer
Next Step Healthcare, LLC
400 Trade Center, Suite 7950
Woburn, MA 01801

Dated: 6-4-2024

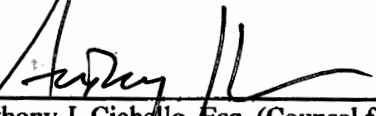
By: 
Anthony J. Cichello, Esq. (Counsel for Next Step
Healthcare, LLC)
Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

NEXT STEP MA MASTER SUBTENANT, LLC


By: 
Damian N. Dell'Anno, Chief Executive Officer
Next Step MA Master Subtenant, LLC
400 Trade Center, Suite 7950
Woburn, MA 01801

Dated: 6-4-2024

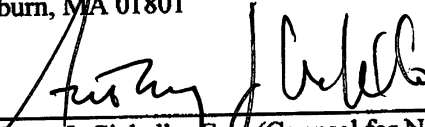
By: 
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Master Subtenant, LLC)
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Boston, MA 02210

Dated: 6/6/24

NEXT STEP MA NH MASTER TENANT, LLC


By: 
Damian N. Dell'Anno, Chief Executive Officer
Next Step MA NH Master Tenant, LLC
400 Trade Center, Suite 7950
Woburn, MA 01801

Dated: 6-4-2024

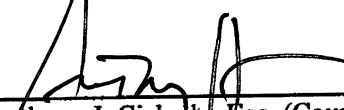
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600 Atlantic Avenue, 19th Floor
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Dated: 6/6/24

NEXT STEP MA NH GEN MASTER TENANT, LLC


By: 
Damian N. Dell'Anno, Chief Executive Officer
Next Step MA NH GEN Master Tenant, LLC
400 Trade Center, Suite 7950
Woburn, MA 01801

Dated: 6-4-2024

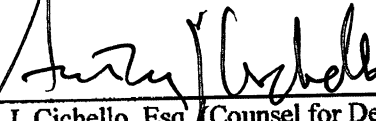
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Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

120 MAIN STREET OPERATOR LLC, d/b/a DEXTER HOUSE HEALTHCARE


By: 
Damian N. Dell'Anno, Chief Executive Officer
Dexter House Healthcare
120 Main Street
Malden, MA 02148

Dated: 6-4-2024

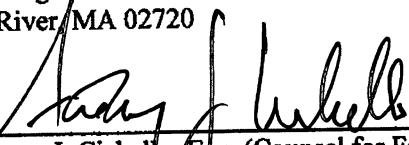
By: 
Anthony J. Cichello, Esq. (Counsel for Dexter House
Healthcare)
Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/2/24

1748 HIGHLAND AVENUE OPERATOR LLC, d/b/a FALL RIVER HEALTHCARE


By: 
Damian N. Dell'Anno, Chief Executive Officer
Fall River Healthcare
1748 Highland Avenue
Fall River, MA 02720

Dated: 6-4-2024

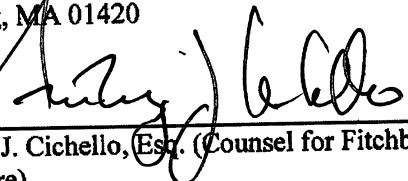
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600 Atlantic Avenue, 19th Floor
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1199 JOHN FITCH HIGHWAY OPERATOR LLC, d/b/a FITCHBURG HEALTHCARE


By: 
Damian N. Dell'Anno, Chief Executive Officer
Fitchburg Healthcare
1199 John Fitch Highway
Fitchburg, MA 01420

Dated: 6-4-2024

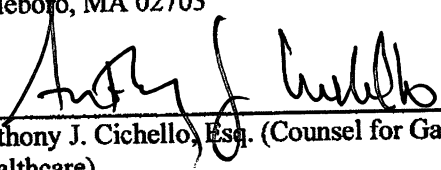
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600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

193 PLEASANT STREET OPERATOR LLC, d/b/a GARDEN PLACE HEALTHCARE


By: 
Damian N. Dell'Anno, Chief Executive Officer
Garden Place Healthcare
193 Pleasant Street
Attleboro, MA 02703

Dated: 6-4-2024

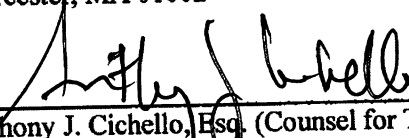
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Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

383 MILL STREET OPERATOR LLC, d/b/a THE HERMITAGE HEALTHCARE


By: 
Damian N. Dell'Arno, Chief Executive Officer
The Hermitage Healthcare
383 Mill Street
Worcester, MA 01602

Dated: 6-4-2024

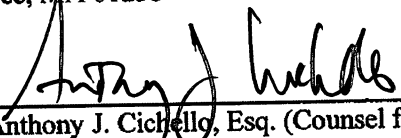
By: 
Anthony J. Cichello, Esq. (Counsel for The Hermitage
Healthcare)
Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

620 LAUREL STREET OPERATOR LLC, d/b/a LEE HEALTHCARE


By: 
Damian N. Dell'Arno, Chief Executive Officer
Lee Healthcare
620 Laurel Street
Lee, MA 01238

Dated: 6-4-2024

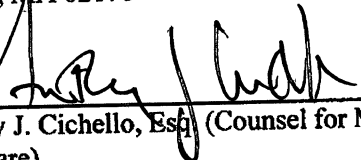
By: 
Anthony J. Cichello, Esq. (Counsel for Lee Healthcare)
Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

40 MARTIN STREET OPERATOR LLC, d/b/a MELROSE HEALTHCARE


By: 
Damian N. Dell'Anno, Chief Executive Officer
Melrose Healthcare
40 Martin Street
Melrose, MA 02176

Dated: 6-4-2024

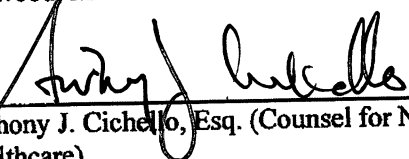
By: 
Anthony J. Cichello, Esq. (Counsel for Melrose
Healthcare)
Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

460 WASHINGTON STREET OPERATOR LLC, d/b/a NORWOOD HEALTHCARE


By: 
Damian N. Dell'Anno, Chief Executive Officer
Norwood Healthcare
460 Washington Street
Norwood, MA 02062

Dated: 6-4-2024

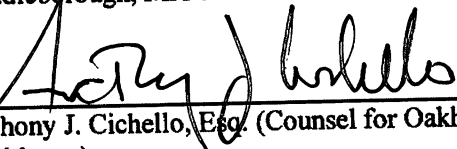
By: 
Anthony J. Cichello, Esq. (Counsel for Norwood
Healthcare)
Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

76 NORTH STREET OPERATOR LLC, d/b/a OAKHILL HEALTHCARE


By: 
Damian N. Dell'Anno, Chief Executive Officer
Oakhill Healthcare
76 North Street
Middleborough, MA 02346

Dated: 6-4-2024

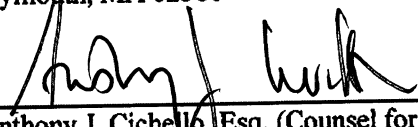
By: 
Anthony J. Cichello, Esq. (Counsel for Oakhill
Healthcare)
Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

**19 OBERY STREET OPERATOR LLC, d/b/a PLYMOUTH HARBORSIDE
HEALTHCARE**


By: 
Damian N. Dell'Anno, Chief Executive Officer
Plymouth Harborside Healthcare
19 Obery Street
Plymouth, MA 02360

Dated: 6-4-2024

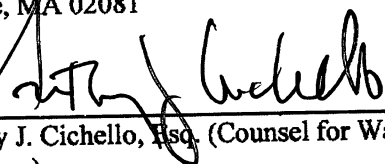
By: 
Anthony J. Cichello, Esq. (Counsel for Plymouth
Harborside Healthcare)
Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

160 MAIN STREET OPERATOR LLC, d/b/a WALPOLE HEALTHCARE


By: 
Damian N. Dell'Anno, Chief Executive Officer
Walpole Healthcare
160 Main Street
Walpole, MA 02081

Dated: 6-4-2024

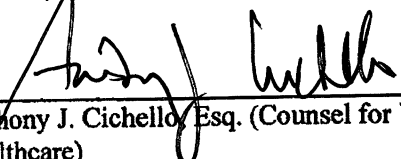
By: 
Anthony J. Cichello, Esq. (Counsel for Walpole
Healthcare)
Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

146 DEAN STREET OPERATOR LLC, d/b/a WEDGEMERE HEALTHCARE


By: 
Damian N. Dell'Anno, Chief Executive Officer
Wedgemere Healthcare
146 Dean Street
Taunton, MA 02780

Dated: 6-4-2024

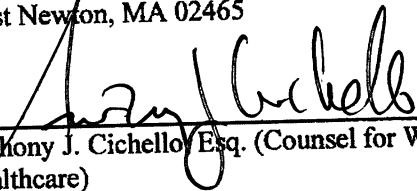
By: 
Anthony J. Cichello, Esq. (Counsel for Wedgemere
Healthcare)
Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

25 ARMORY STREET OPERATOR LLC, d/b/a WEST NEWTON HEALTHCARE


By: 
Damian N. Dell'Anno, Chief Executive Officer
West Newton Healthcare
25 Armory Street
West Newton, MA 02465

Dated: 6-4-2024

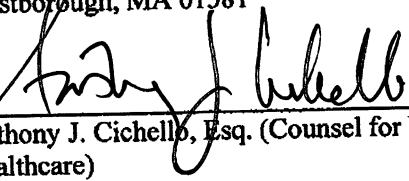
By: 
Anthony J. Cichello Esq. (Counsel for West Newton
Healthcare)
Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

8 COLONIAL DRIVE OPERATOR LLC, d/b/a WESTBOROUGH HEALTHCARE


By: 
Damian N. Dell'Anno, Chief Executive Officer
Westborough Healthcare
8 Colonial Drive
Westborough, MA 01581

Dated: 6-4-2024

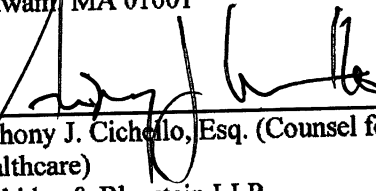
By: 
Anthony J. Cichello, Esq. (Counsel for Westborough
Healthcare)
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600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

1200 SUFFIELD STREET OPERATOR, LLC d/b/a AGAWAM HEALTHCARE


By: 
Damian N. Dell'Anno, Chief Executive Officer
Agawam Healthcare
1200 Suffield Street
Agawam, MA 01001

Dated: 6-4-2024

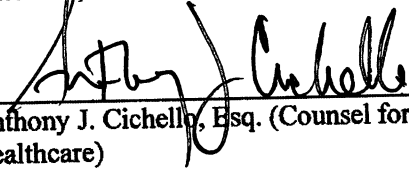
By: 
Anthony J. Cichello, Esq. (Counsel for Agawam
Healthcare)
Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

27 GEORGE STREET OPERATOR LLC, d/b/a ATTLEBORO HEALTHCARE


By: 
Damian N. Dell'Anno, Chief Executive Officer
Attleboro Healthcare
27 George Street
Attleboro, MA 02703

Dated: 6-4-2024

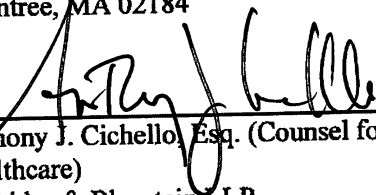
By: 
Anthony J. Cichello, Esq. (Counsel for Attleboro
Healthcare)
Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

1102 WASHINGTON STREET OPERATOR LLC, d/b/a BRAINTREE MANOR HEALTHCARE


By: 
Damian N. Dell'Anno, Chief Executive Officer
Braintree Manor Healthcare
1102 Washington Street
Braintree, MA 02184

Dated: 6-4-2024

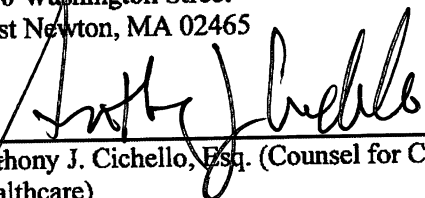
By: 
Anthony J. Cichello, Esq. (Counsel for Braintree Manor Healthcare)
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600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

1650 WASHINGTON STREET OPERATOR LLC, d/b/a CHETWYNDE HEALTHCARE


By: 
Damian N. Dell'Anno, Chief Executive Officer
Chetwynde Healthcare
1650 Washington Street
West Newton, MA 02465

Dated: 6-4-2024

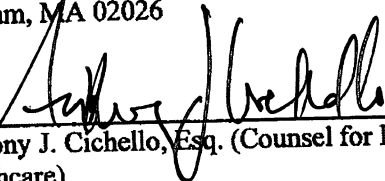
By: 
Anthony J. Cichello, Esq. (Counsel for Chetwynde Healthcare)
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600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

1007 EAST STREET OPERATOR LLC, d/b/a DEDHAM HEALTHCARE


By: 
Damian N. Dell'Arno, Chief Executive Officer
Dedham Healthcare
1007 East Street
Dedham, MA 02026

Dated: 6-4-2024

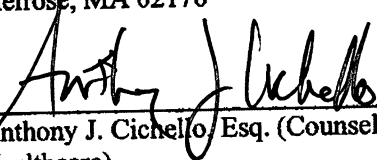
By: 
Anthony J. Cichello, Esq. (Counsel for Dedham
Healthcare)
Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

743 MAIN STREET OPERATOR LLC, d/b/a THE ELMHURST HEALTHCARE


By: 
Damian N. Dell'Arno, Chief Executive Officer
Elmhurst Healthcare
743 Main Street
Melrose, MA 02176

Dated: 6-4-2024

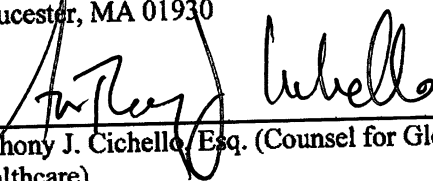
By: 
Anthony J. Cichello, Esq. (Counsel for Elmhurst
Healthcare)
Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

272 WASHINGTON STREET OPERATOR LLC, d/b/a GLOUCESTER HEALTHCARE


By: 
Damian N. Dell'Anno, Chief Executive Officer
Gloucester Healthcare
272 Washington Street
Gloucester, MA 01930

Dated: 6-4-2024

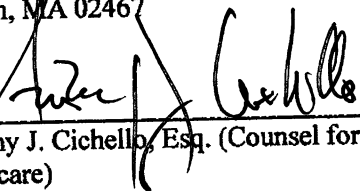
By: 
Anthony J. Cichello, Esq. (Counsel for Gloucester
Healthcare)
Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

188 FLORENCE STREET OPERATOR LLC, d/b/a HEATHWOOD HEALTHCARE


By: 
Damian N. Dell'Anno, Chief Executive Officer
Heathwood Healthcare
188 Florence Street
Newton, MA 02467

Dated: 6-4-2024

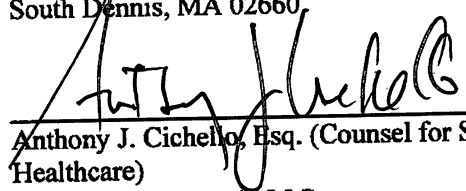
By: 
Anthony J. Cichello, Esq. (Counsel for Heathwood
Healthcare)
Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

ONE LOVE LANE OPERATOR, LLC, d/b/a SOUTH DENNIS HEALTHCARE


By: 
Damian N. Dell'Anno, Chief Executive Officer
South Dennis Healthcare
1 Love Lane
South Dennis, MA 02660

Dated: 6-4-2024

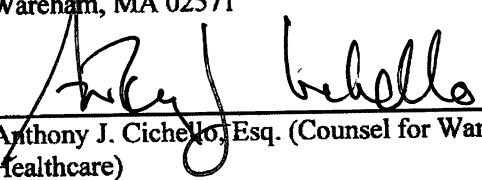
By: 
Anthony J. Cichello, Esq. (Counsel for South Dennis
Healthcare)
Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

50 INDIAN NECK ROAD OPERATOR LLC, d/b/a WAREHAM HEALTHCARE


By: 
Damian N. Dell'Anno, Chief Executive Officer
Wareham Healthcare
50 Indian Neck Road
Wareham, MA 02571

Dated: 6-4-2024

By: 
Anthony J. Cichello, Esq. (Counsel for Wareham
Healthcare)
Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th Floor
Boston, MA 02210

Dated: 6/6/24

**EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES, OFFICE OF
MEDICAID**

By:  For KEW


Kate Walsh, Secretary
Executive Office of Health and Human Services
One Ashburton Place, 11th Floor
Boston, MA 02108

Dated: 6/4/24

Daniel Shark
Assistant Sec for Admin & Finance

ANDREA JOY CAMPBELL, ATTORNEY GENERAL

By:



Toby Unger, Chief, Medicaid Fraud Division
Office of the Attorney General
Commonwealth of Massachusetts
One Ashburton Place, 18th Floor
Boston, MA 02108

Dated:



6/6/24