3284

MURTHA CULLINA
ATTORNEYS AT LAW

STEPHANIE SPRAGUE SOBKOWIAK
203-772-7782 DIRECT TELEPHONE
860-240-5899 DIRECT FACSIMILE
SSOBKOWIAK@MURTHALAW.COM

August 21, 2017

VIA HAND DELIVERY

Ms. Kimberly Martone
Director of Operations
Department of Public Health
Office of Health Care Access
410 Capital Avenue
MS#13HCA
P.O. Box 340308
Hartford, CT 06134-0308

Re: CON Application

Dear Ms. Martone,

On behalf of Community Substance Abuse Centers, Inc. ("CSAC") and BayMark Health Services, Inc. ("BayMark"), enclosed please find a check for the $500.00 filing fee associated with the Certificate of Need Application for the transfer of ownership of CSAC from its current owners to BayMark. I expect that the Certificate of Need Application will arrive today, via the Office of Health Care Access CON Portal.

Please do not hesitate to contact me at 203-772-7728 if you have any questions.

Sincerely,

Stephanie Sprague Sobkowiak

Enclosures

MURTHA CULLINA LLP

DATE 08-18-17 PAYEE: CT S... Treasurer, State of Connecticut

WEBSTER BANK HARTFORD OPERATING ACCOUNT

VENDOR #: TSC CHECK #: 80230

GL/MATTER #	INVOICE NO.	INV. DATE	DESCRIPTION	AMOUNT
120200101 005973-0001	5973-01_8.18.17	08/18/17	CON Application for Webster	500.00
		TOTAL		500.00

RECEIVED AUG 21 2017 Office of HEALTHCARE ACCESS

TO THE ORDER OF **Treasurer, State of Connecticut**

"80230" :211170101: 10 00104553 19"

MURTHA CULLINA LLP

DATE 08-18-17 PAYEE: Treasurer, State of Connecticut

WEBSTER BANK HARTFORD OPERATING ACCOUNT

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RECEIVED AUG 21 2017 Office of HEALTHCARE ACCESS

Checklist

Instructions: Review each item below and check box when completed. **[Checklist *must* be submitted as the first page of the CON application.]**

☒ A completed CON Main Form, including an affidavit signed and notarized by the appropriate individuals. CON forms can be found at OHCA Forms.

☒ A completed Supplemental Form specific to the proposal type (see next page to determine which Supplemental Form to include in the application).

☒ Attached is the CON application filing fee in the form of a certified, cashier or business check in the amount of **$500** paid to "**Treasurer State of Connecticut.**"

☒ Attached is evidence demonstrating that public notice has been published for 3 consecutive days in a newspaper that covers the location of the proposal. Use the following link to help determine the appropriate publication: Connecticut newspapers. **The application must be submitted no sooner than 20 days, but no later than 90 days from the last day of the newspaper notice.**

The following information **must** be included in the public notice:

- A statement that the applicant is applying for a certificate of need pursuant to section § 19a-638 of the Connecticut General Statutes;
- A description of the scope and nature of the project;
- The street address where the project is to be located; and
- The total capital expenditure for the project.

(Please fax (860-418-7053) or email (OHCA@ct.gov) a courtesy copy of the newspaper order confirmation to OHCA at the time of publication.)

☒ A completed Financial Worksheet specific to the application type.

☒ All confidential or personally identifiable information (e.g., Social Security number) has been redacted.

☐ Submission includes one USB flash drive containing:

1. A scanned copy of each submission in its entirety*, including all attachments in Adobe (.pdf) format.
2. An electronic copy of the applicant's responses in MS Word (the application) and MS Excel (the Financial Worksheet).

***All application components (e.g., Main Form, Supplemental Form, Financial Worksheet and Exhibits) should be compiled and paginated sequentially from beginning to end**.

Note: OHCA hereby waives requirement to file any paper copies.

☐ All submissions should be emailed to **OHCA@ct.gov**.

Per the July 28, 2017 instructions, this CON Application is being submitted via the CON Portal.

Version 4/19/17

For OHCA Use Only:

Docket No.: _____ Check No.: _____

OHCA Verified by: _____ Date: _____

Version 4/19/17

Supplemental Forms

In addition to completing this **Main Form** and **Financial Worksheet (A, B or C)**, the applicant(s) must complete the appropriate **Supplemental Form** listed below. Check the box of the **Supplemental Form** to be submitted with the application, below. If unsure which form to select, please call the OHCA main number (860-418-7001) for assistance. All CON forms can be found on OHCA's website at OHCA Forms.

Check form included	Conn. Gen. Stat. Section 19a-638(a)	Supplemental Form
☐	(1)	**Establishment of a new health care facility (mental health and/or substance abuse)** - *see note below**
☒	(2)	**Transfer of ownership of a health care facility** (excludes transfer of ownership/sale of hospital – see "Other" below)
☐	(3)	**Transfer of ownership of a group practice**
☐	(4)	**Establishment of a freestanding emergency department**
☐	(5) (7) (8) (15)	**Termination of a service:** - inpatient or outpatient services offered by a hospital - surgical services by an outpatient surgical facility** - emergency department by a short-term acute care general hospital - inpatient or outpatient services offered by a hospital or other facility or institution operated by the state that provides services that are eligible for reimbursement under Title XVIII or XIX of the federal Social Security Act, 42 USC 301, as amended
☐	(6)	**Establishment of an outpatient surgical facility**
☐	(9)	**Establishment of cardiac services**
☐	(10) (11)	**Acquisition of equipment:** - acquisition of computed tomography scanners, magnetic resonance imaging scanners, positron emission tomography scanners or positron emission tomography-computed tomography scanners - acquisition of nonhospital based linear accelerators
☐	(12)	**Increase in licensed bed capacity** of a health care facility
☐	(13)	**Acquisition of equipment utilizing [new] technology** that has not previously been used in the state
☐	(14)	**Increase of two or more operating rooms** within any three-year period by an outpatient surgical facility or short-term acute care general hospital
☐	Other	**Transfer of Ownership / Sale of Hospital**

*This supplemental form should be included with all applications requesting authorization for the establishment of a **mental health and/or substance abuse treatment facility**. For the establishment of other "health care facilities," as defined by Conn. Gen. Stat § 19a-630(11) - hospitals licensed by DPH under chapter 386v, specialty hospitals, or a central service facility - complete *the Main Form* only.

**If termination is due to insufficient patient volume, or it is a subspecialty being terminated, a CON is not required.

Version 4/19/17

Affidavit

Applicant: Community Substance Abuse Centers, Inc.

Project Title: Community Substance Abuse Centers, Inc. Stockholder Change

I, Edward J. Blain, (Name) Executive Director (Position – CEO or CFO)

of Community Substance Abuse Centers, Inc. being duly sworn, depose and state that the HCRC Hartford said facility complies with the appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

E J Blain — Signature

8/8/17 — Date

Subscribed and sworn to before me on 8th date of Aug, 2017

GLORIA J. NORMAN
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
May 25, 2023

Notary Public/Commissioner of Superior Court

My commission expires: May 25, 2023

Affidavit

Applicant: BayMark Health Services, Inc.

Project Title: Community Substance Abuse Centers, Inc. Stockholder Change

I, Frank J. Baumann, COO
(Name) (Position – CEO or CFO)

of BayMark Health Services being duly sworn, depose and state that HCRC Hartford (Facility) complies with the appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

Signature 8/14/17
Date

Subscribed and sworn to before me on 8/14/2017

M. Kim Olsson

Notary Public/Commissioner of Superior Court

M. KIM OLSSON
Notary Public, State of Texas
Comm. Expires 02-19-2018
Notary ID 124125801

My commission expires: 2/19/2018

Hartford Courant
media group

AFFIDAVIT OF PUBLICATION

State of Connecticut

July 31, 2017

County of Hartford

I, Alyssa Smith, do solemnly swear that I am a Sales Assistant of the Hartford Courant, printed and published daily, in the state of Connecticut and that from my own personal knowledge and reference to the files of said publication the advertisement of Public Notices was inserted in the regular edition.

On Dates as Follows:

07/28/2017 89.72; 07/28/2017 10.00; 07/29/2017 89.72;
07/30/2017 89.72

In the Amount of:

$279.16
MURTHA CULLINA(hc) - CU00251943
5096738
Full Run

Sales Assistant,
Alyssa Smith

Subscribed and sworn before me on July 31, 2017

Notary Public

RENEE N. JANES
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2018

Order # - 5096738

Hartford Courant
media group

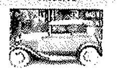
LEGAL NOTICE

Community Substance Abuse Centers, Inc. d/b/a Health Care Resource Centers (CSAC) and BayMark Health Services, Inc. (BayMark) intend to apply for a certificate of need pursuant to Section 19a-638(a)(2) of the Connecticut General Statutes so that BayMark may acquire the stock of CSAC resulting in a change of ownership of the clinic located at 55 Fishfry Street, Hartford, Connecticut 06120. The estimated total capital expenditure is $2,312,500.

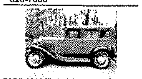
Order # - 5096738

Wheels

Antiques/Classics



FORD MODEL A VICTORIA 1931 - $22,500 Nice car, runs great! 860-828-7600



FORD MODEL A 1930 - $18500 4dr sdn. This car is ready for touring. 860-828-7600 860-828-7600

MERCEDES-BENZ 380SL Convertible 1981 - $15,500 Stunning cond, 78kml, srvc records 203-753-7938 or 203-233-3776

OLDSMOBILE 88 1980 - $12000 or ?. Runs/drives goods. V8 auto. Call 860-987-7072 or 860-257-2844

OLDSMOBILE CUTLASS 1977 - $7500 2dr, 40k actual ml, exc unrestored cond. 860-482-1058

PLYMOUTH BELVEDERE 1964 - $28000 64 belvedere texas car 2 dr. sedan, 413 wedge dual quards, 727 trans call for more info Steve 860-818-0853 or 860-828-6657

PONTIAC GTO Convertible 1970 - $35000 Red/ Blk, PS, PB, PW, & A/C, New paint, Tires, Top, Rebuilt Engine w. less than 500 miles. TX car, No Rust, Forced to Sale, Serious Inquiries Only Please. 860-573-2383

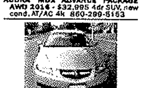
Auto / Truck Wanted

CASH PAID - for any Toyota, running or not, crashed ok. will consider other makes & models. 203-600-4431

CITY RECYCLING
Will buy your scrap steel, copper, aluminum, cars and trucks. 30 Fishfry St., Hartford. Call 860-522-9273

Auto & SUV's

ACURA MDX ADVANCE PACKAGE AWD 2016 - $32,995 4dr SUV, new cond. AT/AC 4k 860-299-5153



ACURA TL 2008 - $6500 Non-smoking original owner. Dlr serv records. Just serviced w dealer inspection. 860-944-7255

BMW 328 IX 2014 - $23,500 38K miles Blk in. & ex. Excll. cond. Loaded. 860-604-6003

CHEVROLET 210 Wagon 1956 - $5500 OBO. 860-583-1484 or 860-944-5681

CHEVROLET COBALT 2005 - $3900 Auto, 72,000 miles. 860-256-7080

CHEVROLET CORVETTE 1988 - $5900 Exc., Cond., 89k ml. Stored in Winters. 860-585-9671

DODGE CARAVAN 2004 - $1000 Or best offer. Call For details 860-914-7507

DODGE JOURNEY SXT Crossover 2014 - $18489 AWD, V6 engine, 3rd row seating, 1 owner, pearl white and saddle leather interior, 36,000 miles, like new condition. Non-smoker. Always garaged, navigation, heated seats and steering wheel, dealer serviced and adult driven. 860-589-1937

DODGE RAM 1500 2005 - $6500 AT/AC 4x4, V8 4.7L, 4dr, crew cab, all power 860-299-5153

FORD F150 1995 - $2000 OBO. 4X4. 130,000ml 860-228-2805

FORD F150 1995 - $2000 OBO. 4X4. 130,000ml 860-228-2805

FORD THUNDERBIRD Convertible Deluxe 2003 - $12,500 Excellent condition, black ext./int. 69,000 miles, automatic. Work: 860-404-5095 or Cell: 860-462-1602

HONDA CIVIC LX 2012 - $7895 4dr Excellent condition, sedan, at/ac, power, 60k miles. 860-299-5153

HYUNDAI TUCSON GLS 2005 - $1600 AM/FM/Cassette/CD, 1 owner, 188k miles, newer engine 100k miles. 203-530-5164

JEEP WRANGLER X 2002 - $6500 6 cylinder, 5 speed, 1 owner, mint condition 860-207-3050

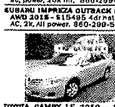
NISSAN 300ZX 1993 - $10,500 5spd, V6 Twin Cam, Excellent Condition, 56K Mi. 860-688-7722

NISSAN MURANO 2008 - $2995 Firm. AWD. Needs nothing. 196K Mi. 860-940-5744

NISSAN SENTRA SE Special Edition 2006 - $3695 1.8L, 4cyl, 4dr, AT/AC, Nice starter car! 860-299-5153

NISSAN VERSA SV 2012 - $6995 4DR, sedan, excellent condition, at/ac, power, 20k ml. 860-299-5153

SUBARU IMPREZA OUTBACK SPORT AWD 2015 - $15495 4dr hatch, AT/AC, 2k, All power. 860-299-5153



TOYOTA CAMRY LE 2010 - $8495 Excellent condition. 65k Mi. 1 owner. 860-833-7066

TOYOTA CAMRY LE 2003 - $3700 Auto, 1 owner. 860-890-8494

TOYOTA PRIUS Hybrid 2008 - $6500 AT/AC, 4dr, Sed. 1.8L 4cyl, Gas Saver All power/leather 860-299-5153

TOYOTA RAV4 LIMITED EDITION AWD 2015 - $20,495 SUV AT/AC, All power, Exc. cond. 860-299-5153

TOYOTA RAV4 2004 - $5800 Excellent. cond., low mileage. 860-575-1813

VOLVO S80 2004 - $4795 4Dr sedan, leather, wood trim, at/ac, all power, Good cond. 860-299-5153

Trucks & Vans

CHEVROLET SILVERADO 2500 HD 2004 - $4800 EXP Cab 4X4, Clean, High Miles 203-543-2906

DODGE GRAND CARAVAN 2007 - $5700 7 pass, stow & go, leather, 93k mi, 1 owner 860-325-2021

HONDA ODYSSEY 2002 - $2800. 174k. 860-833-6850

NISSAN FRONTIER NISMO Off-Road Crew 4DR, 4WD 2008 - $10,800 6 cyl, ABS, Airbags, Air Cond, Cruise, Power Sunroof, Locks, Windows, Roof Rack, Bed liner, Trailer Hitch, New Radiator, 113k mi. 860-916-3064

Motorcycles

HONDA SHADOW SPIRIT 2009 - Engine guard, windshield, luggage rack and back rest. Excellent Condition. Mileage 3,367; Asking Price $3700. Call 860-665-0714.

AT YOUR SERVICE

At Your Service

ADRI'S HOUSE CLEANING SERVICE
(860)816-2658 / (860)776-5857

CAREGIVER Polish descent, 14+ yrs exp. Works well with elderly & anyone in need, Cooks & Cleans, Full of strength & spirit, Highest recommendations. 860-424-7459

TAG SALES

Tag Sales & Flea Markets

NEW BRITAIN MOVING SALE
Saturday, 7/29, 8am - 4pm Moving sale at 71 Hatch Street, New Britain. Everything must go. Bring your best offers!!

SUFFIELD
GIANT TAG SALE Household items, lawn & garden, decorations, tools & more!

1300 East Street South | Suffield, CT

Parking @ Deming Electric. Next store to Hood Distribution Ctr.

WEST HARTFORD
Multi Household Tag Sale! All items in great condition. When: Saturday August 5th & Sunday August 6th @ 8:00 am each day. Where: 25 Forest Road, WH, CT 06119. See you then!!!

WEST HARTFORD
25 King Edward Rd. Between Simsbury Rd & Tumblebrook Rd. Everything for Sale including The House! Call 828-228-4016 For Question

Cats

AMERICAN SHORTHAIR Beautiful, graceful and playful, Katie and DeeDee seek a loving home. Owner passed away, 7 yo sisters. 510-778-3650

HIMALAYAN Kittens, Flame Points, beautiful blue eyes, cute, excellent dispositions, $300. 860-879-6453

Dogs

DACHSHUND Dachshund puppies for sale akc $700 860-480-8438

FRENCH BULLDOG F 8wks, Vet Checked, Vacs, Health Guarantee, $2500. Call 860-966-8634

GERMAN SHEPHERD
German Shepherd puppies; Champion lines....OFA lines; parents on premises; family raised; big boned dogs/puppies; taking deposits; ready to go mid-September. Call Philip (203)671-1456.

GERMAN SHEPHERD
Puppies, Imported parents. Parents on site, vet checked, 1st shots. $1,500. 860-205-8071

GERMAN SHORTHAIRED POINTER AKC, Great Bloodline, Great Hunters & Pets taking deposits now, dogs will be ready 8/18. Call Mike 860-638-7211

GOLDEN RETRIEVER Puppies, 8 weeks old Aug 20th. Vetted. Farm Raised. P.O.P. $800. Call 860-242-6618

LABRADOR RETRIEVER Puppies, AKC Reg. Yellow, Exc. Temp, and Health, Blocky Heads, Shots, Great with kids. $1000, 860-236-5200

LABRADOR RETRIEVER Yellow labs pups. 3 males 4 females. $600 with first shot. Ready August 14. Call 8605015417

LABRADOR RETRIEVER AKC English Labrador pups 1,200 ready 8/26 1st shots, dewormed, vet checked & health certificates. call/text 860-604-6926

MASTIFF 4 Mastiff breeds 1st shots M/F avail. 11 wks serious inquiries only call 860.578.5479

OLD ENGLISH SHEEPDOG Puppies, AKC, family dogs, Hypo-Allergenic, 9 wks Males $700, Females $800 Call 860-716-3925

REDBONE COONHOUND puppies, 4M 4F, chipped, health papers, shots, wormed, world champion bloodline, UKC papers, Cathy 603-582-1916

SIBERIAN HUSKY 4mo old beautiful purebred male. Access. Included. For info call Nelly 860-229-6621

The New York Times Crossword

Edited by Will Shortz No. 0316

ACROSS

1 Pipe with a tube
7 Like out-of-range stations
15 Three times
16 Part of many a wreath
17 "Aren't you glad I'm back?"
18 Place with picnic tables, often
19 Student's note-taking aid
21 ---
22 Christopher Hitchens and Marcel Proust, for two
26 Played at a party, say
28 He portrayed Steve Wozniak in "Steve Jobs"
33 Org. whose website has a "Know Your Rights" tab
34 Narrow grooves
35 Opposite of weather, on a ship
36 Eco-friendly seafood designation
38 ---
40 It might come from a tap
41 Draw out
45 Prince, for one
46 Hit
48 Hawks have sharp ones
49 Yelling
52 Large wire
55 ---
59 Sprint, e.g.
63 Gets away from
64 Not seriously
65 "Bacchus and Ariadne" painter, circa 1523
66 Used a black marker on ... or a hint to three chunks of black squares in this puzzle
67 Unspecified group

DOWN

1 Counterpart of JavaScript
2 Home to Bowling Green
3 Roundabouts
4 Acted sycophantically
5 Peaks
6 Prom wear, for some
7 Pesticide applier
8 7-up, for example
9 True or false: Abbr.
10 Asian holiday
11 "Don't doubt me!"
12 Drawstring, e.g.
13 Attack in an underhanded way
14 Name tag info at an alumni event
20 Big ___ Conference
23 "Lord, is ___?"
24 Arrow part
25 Skier's obstacle
26 Fathers, to babies
27 Rapper with the 2013 #1 album "Born Sinner"
28 Page in a Hollywood script?
30 Mucilaginous
31 Counting word
32 Verges on
34 Like river deltas
37 Catch, in a way
39 It's "rarely pure and never simple," per Oscar Wilde
42 The Richard in a Shakespeare title
43 Struggle (with)
44 "Picnic" playwright
47 Nova ___
50 Poem title starter
51 Like many monuments at night
52 Place to worship from
53 Lone
54 Completely convinced
56 Woman's name that sounds like its first two letters
57 Put over high heat
58 IDs that are often not displayed in full: Abbr.
60 G.O.P. org.
61 Back at sea
62 It has a tip for game-playing

PUZZLE BY JOEL FAGLIANO

ANSWER TO PREVIOUS PUZZLE

E	V	E	R	Y	■	A	A	S	■	C	H	I	M	P	S
K	A	T	I	E	■	R	B	I	■	C	E	T	E	R	A
E	L	T	O	N	J	O	H	N	■	R	E	T	A	I	N
S	E	A	T	■	E	M	O	■	R	I	D	■	N	O	D
■	■	■	■	S	T	A	R	R	E	D	E	N	T	R	Y
A	V	E	R	S	E	■	S	U	R	E	D	O	■	■	■
B	E	G	I	N	S	■	■	D	A	R	■	W	E	B	B
B	R	A	Y	■	■	I	S	I	N	■	■	A	R	I	Z
A	N	N	A	■	C	D	T	■	■	C	H	I	N	T	Z
■	■	■	D	N	A	L	A	B	■	L	A	T	E	S	T
A	L	P	H	A	B	E	T	I	C	A	L	■	■	■	■
G	A	R	■	S	I	R	■	J	U	S	■	A	L	E	C
O	B	I	W	A	N	■	N	O	T	S	O	M	U	C	H
R	E	S	O	L	E	■	S	U	I	■	H	E	N	C	E
A	L	M	O	S	T	■	A	X	E	■	O	R	D	E	R

Online subscriptions: Today's puzzle and more than 7,000 past puzzles, nytimes.com/crosswords ($39.95 a year).
Read about and comment on each puzzle: nytimes.com/wordplay.
Crosswords for young solvers: nytimes.com/studentcrosswords.

AUCTION BLOCK & ANTIQUE SHOWS

PUBLIC NOTICES

Connecticut

LEGAL NOTICE

Community Substance Abuse Centers, Inc. d/b/a Health Care Resource Centers (CSAC) and BayMark Health Services, Inc. (BayMark) intend to apply for a certificate of need pursuant to Section 19a-638(a)(2) of the Connecticut General Statutes so that BayMark may acquire the stock of CSAC resulting in a change of ownership of the clinic located at 55 Fishfry Street, Hartford, Connecticut 06120. The estimated total capital expenditure is $2,312,500.

Connecticut

LEGAL NOTICE
CONNECTICUT LOTTERY CORPORATION
NOTICE OF START OF SCRATCH GAME

The Connecticut Lottery hereby gives notice that sales of the scratch games "Giants", (#1401) and "Patriots", (#1407) will begin on 7/31/2017 and will continue until the games end.

The Official Procedures for All Scratch Games will apply to these new games. Those Official Procedures are available at ctlottery.org (under the "Games & Winning Numbers" tab) and from CT Lottery Games Dept., 777 Brook St., Rocky Hill, CT 06067.

LEGAL NOTICE
TOWN OF EAST HARTFORD, CONNECTICUT
NOTICE OF TAX SALES

The Tax Collector of the Town of East Hartford, Connecticut has levied upon the following real estate in East Hartford and scheduled them for a tax sale pursuant to C.G.S. §12-157. Such properties will be sold to satisfy delinquent taxes and other charges as permitted by statute. Unless paid, these properties will be sold "as is" on September 6, 2017 beginning with bidder registration starting at 9:30 A.M. and the sales starting at 10:00 A.M. that same day (or after registration of all bidders has taken place). All sales will take place at the East Hartford Town Hall in the Town Council Chambers located at 740 Main Street, East Hartford, Connecticut. Maps referenced below refer to the Town Assessor Maps.

44 University Avenue (Map 49 Lot 80) owned by Jean Terr of 66 Putnam Lane, Hazardville, CT 06082, owing $3,546.09 through June 15, 2017. A deposit of $350.00 is required.

1269 Silver Lane (Map 56 Lot 312) owned by Bernard Wojan d/b/a Healthwatchers S.A.F.E. C.A.R.E. P.L.A.N., Inc.; with a former address of 85 Carter Avenue Ext., Meriden CT 06451, owing $9,704.64 through June 15, 2017. Alaric Wojan, Timothy Wojan, Martha Steenburgh, Marilyn Steenburgh, and Mark Wojan may have interests which will be extinguished by the sale. A deposit of $970.00 is required.

447 Forbes Street (Map 45 Lot 108) owned by Sunlight Phillips Farm, Inc. which has a business address of 168 West Main Street, Avon, CT 06001, owing $9,957.65 through June 15, 2017. United Bank may have an interest which will be extinguished by the sale. A deposit of $1,000.00 is required.

58 Main Street (Map 29 Lot 61) owned by Evelyn W. Lavigne of 71 Main Street, East Hartford, CT 06118, owing $16,198.29 through June 15, 2017. Richard Lavigne, Jr. and Julia Lavigne may have an interest that will be extinguished by the sale. A deposit of $1,600.00 is required.

471-473 Burnside Avenue (Map 36 Lot 201) owned by 471 Burnside Avenue Development, LLC which has a business address of 30 Litchfield Street, Hartford, CT 06112, owing $31,225.54 through June 15, 2017. The Metropolitan District may have an interest which will be extinguished by the sale. A deposit of $3,100.00 is required.

483-485 Burnside Avenue (Map 36 Lot 190) owned by Orlando M. Zeyerz of 225 Manchester Road, Glastonbury, owing $34,596.54 through June 15, 2017. The Metropolitan District may have an interest which will be extinguished by the sale. A deposit of $3,400.00 is required.

67 Woodbridge Avenue (Map 25 Lot 414) owned by Robert Bravo of 692 Prospect Street, Wethersfield, CT 06109, owing $17,127.83 through June 15, 2017. A deposit of $1,700.00 is required.

125 Lydall Road, Rear, (Map 55 Lot 155) owned by William Ulmer of 53 Cambridge Drive, Glastonbury, CT 06033 and Michael Ulmer of 126 Lydall Road, East Hartford, CT 06118, with taxes due of $5,652.78 through June 15, 2017. A deposit of $500.00 required.

40 Deerwood Drive, (Map 65 Lot 6) owned by William Ulmer of 53 Cambridge Drive, Glastonbury, CT 06033 and Michael Ulmer of 125 Lydall Road, East Hartford, CT 06118, with taxes due of $27,163.27 through June 15, 2017. A deposit of $2,700.00 is required

19A Sherwood Drive, (Map 71 Lot 19a) owned by 291 Development, LLC with a business address of 243 Weaver Street, Unit 6F, Greenwich, CT 06831, owing $5,976.52 through June 15, 2017. A deposit of $600.00 required.

All properties are subject to additional taxes (specifically those that came due on July 1, 2017), interest, costs associated with the tax sale, attorneys' fees, and other charges authorized by law accruing subsequent to the date of the notice of sale.

The property being sold is not guaranteed buildable under current zoning regulations. All properties are subject to restrictions, covenants and appurtenances of record that may appear. The Town of East Hartford and its officials make no representations, warranties, or guarantees concerning the suitability, character, or possible environmental contaminants of any property offered for sale.

Terms of Sale: this is a public auction and property will be sold to the highest bidder on each individual property. The required deposit listed for each property will be required for any interested bidder. All interested bidders must pre-register and bring with them the required deposit in cash, bank, or certified check or money order payable to the Tax Collector of the Town of East Hartford. Bidders must have a separate deposit for each property in which they intend to bid.

Bidder registration will begin at 9:30 A.M. in the Town Council Chambers. Tax sales scheduled for that date will commence at 10:00 A.M. and continue in succession until all tax sales are completed. For successful bidders, the balance of the purchase price is due by close of business on September 13, 2017, or they shall forfeit the deposit and the right to purchase the property. Absent a redemption by the current owner, the successful bidder will take title "free and clear" of the property six months after the sale.

Ida Laurenza
Tax Collector
Town of East Hartford, Connecticut

Connecticut

STATE OF CONNECTICUT
SUPERIOR COURT
JUVENILE MATTERS

ORDER OF NOTICE

Notice to Alexis Madera, father of a female child born on 10/03/2016 to Angeles A. of parts unknown

A petition has been filed seeking:

Commitment of minor child(ren) of the above named or vesting of custody and care of said child(ren) of the above named in a lawful, private or public agency or a suitable and worthy person.

The petition, whereby the court's decision can affect your parental rights, if any, regarding minor child will be heard on: **9/5/17 at 2:00PM at 920 Broad Street, Hartford, CT 06106**

Hearing on an Order of Temporary Custody will be heard on: **8/4/17 at 9:15AM at 920 Broad Street, Hartford, CT 06106**

Therefore, ORDERED, that notice of the hearing of this petition be given by publishing this Order of Notice once, immediately upon receipt, in **The Hartford Courant**, a newspaper having circulation in the town/city of: **Hartford.**

Hon. Robert Gilligan – Judge
R. Roman – Clerk
Signed: 7/27/17

Right to Counsel: Upon proof of inability to pay for a lawyer, the court will make sure an attorney is provided to you by the Chief Public Defender. Request for an attorney should be made immediately in person, by mail, or by fax at the court office where your hearing is to be held.

STATE OF CONNECTICUT

SUPERIOR COURT

J.D. OF HARTFORD

AT HARTFORD

DOCKET NO: HHD-CV-15-6063617-S

LOANDEPOT.COM, LLC

VS.

THE WIDOW, HEIRS, BENEFICIARIES, REPRESENTATIVES AND/OR CREDITORS OF RICHARD A. KEENE, ET AL

NOTICE TO: AIME J. KEENE, IF LIVING OR IF NOT THE HEIRS, BENEFICIARIES, REPRESENTATIVES AND CREDITORS OF AIME J. KEENE, AND ALL UNKNOWN PERSONS, CLAIMING OR WHO MAY CLAIM ANY RIGHTS, TITLE, INTEREST OR ESTATE IN OR LIEN OR ENCUMBRANCE UPON THE REAL PROPERTY DESCRIBED IN THIS COMPLAINT, ADVERSE TO THE PLAINTIFF, WHETHER SUCH CLAIM OR POSSIBLE CLAIM BE VESTED OR CONTINGENT.

The Plaintiff loanDepot.com, LLC, has named Aime J. Keene, if living or if not the Heirs, Beneficiaries, Representatives and Creditors of Aime J. Keene as parties defendant in the complaint which it is bringing to the above named court seeking a foreclosure of its mortgage upon premises known as 159 Woodland Street, Manchester, CT. This complaint is returnable to court on November 24, 2015 and will be pending therein after that date.

The subscribing authority finds that the residence of the above-named Defendant, if living, and the identity and whereabouts of her widower and heirs, if not living, is unknown to the Plaintiff, who represents that all reasonable efforts have been made to ascertain the same and have failed.

Now, therefore, it is hereby ordered that notice of the institution of this action be given to each such defendant by some proper officer causing a true and attested copy of this order be published in the Hartford Courant once a week for 2 consecutive weeks, commencing on or before August 24, 2017, and that return of such service be made to this Court.

A TRUE COPY
ATTEST:
/s/ Nicole Baker
CONNECTICUT STATE MARSHAL

Proposal Information

Select the appropriate proposal type from the dropdown below. If unsure which item to select, please call the OHCA main number (860-418-7001) for assistance.

Proposal Type (select from dropdown)	Transfer of ownership of a health care facility
Brief Description	Community Substance Abuse Centers, Inc.(CSAC) d/b/a Health Care Resource Centers (HCRC) and BayMark Health Services, Inc. (BayMark) hereby apply for a certificate of need pursuant to Section 19a-638(a)(2) of the Connecticut General Statutes so that BayMark may acquire the stock of CSAC resulting in a change of ownership of the opioid use disorder treatment clinic located at the address below.
Proposal Address	55 Fishfry Street, Hartford, Connecticut 06120
Capital Expenditure	Approximately $2,312,500

Is this Application the result of a Determination indicating a CON application must be filed?

☐ No

☒ Yes, Docket Number: 17-32178-DTR

Applicant(s) Information

	Applicant One	**Applicant Two*** (if applicable)
Applicant: Name & Address	Community Substance Abuse Centers, Inc. (CSAC)	BayMark Health Services, Inc. (BayMark)
Parent Corporation: Name & Address (if applicable)	n/a	n/a
Contact Person: Name, Title, Address	Edward J. Blain Executive Director 142 Commercial Street Apt. 104 Boston, MA 02109	Frank Baumann Chief Operating Officer 401 E. Corporate Drive Suite 220 Lewisville, TX 75057
Company	CSAC	BayMark
Email Address	blain125@comcast.net	FBaumann@baymark.com
Phone	207-449-0098	214-379-3318
Fax Number	877-673-1205	214-379-3322
Tax Status (check one box)	☒ For Profit ☐ Not-for-Profit	☒ For Profit ☐ Not-for-Profit

**For more than two Applicants, attach a separate sheet with the above information*

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FOR OFFICE USE ONLY	
Docket #:	Staff Assigned :
Date Received:	

Version 4/19/17

Executive Summary

The purpose of the Executive Summary is to give the reviewer a conceptual understanding of the proposal. In the space below, provide a succinct overview of your proposal (this may be done in bullet format). Summarize the key elements of the proposed project. Details should be provided in the appropriate sections of the application that follow.

Community Substance Abuse Centers, Inc. (CSAC), which owns and operates an opioid treatment clinic located at 55 Fishfry Street, Hartford, Connecticut 06120 (the Clinic, or HCRC Hartford), is seeking approval from OHCA to transfer all of its stock from its current shareholders, Edward J. Blain and Steven J. Kassels, M.D., to BayMark Health Services, Inc. (BayMark), a national provider of opioid addiction treatment services.

Pursuant to a Stock Purchase Agreement dated July 8, 2017, and subject to approval by OHCA, BayMark will acquire 100% of the stock of CSAC from Mr. Blain and Dr. Kassels, who, through CSAC, have owned the Clinic since 1995. As part of this transaction, BayMark will also acquire two separate entities that are also currently owned by Mr. Blain and Dr. Kassels. These entities operate fifteen (15) other opioid treatment clinics located throughout Massachusetts, New Hampshire, and Maine. These entities, along with CSAC, will do business as Health Care Resource Centers (HCRC).

The Clinic's operations will remain largely unchanged. Specifically, the proposal does not result in any material changes in operational personnel or in the responsibilities of such personnel. Further, the proposal does not materially impact the Clinic's organization, premises, equipment, supplies, protocols or procedures. BayMark will continue to maintain compliance as it relates to training, quality control and records, and BayMark and CSAC will continue to abide by all applicable regulations, requirements and commitments. The Clinic will continue to serve the same geographic service area and patient population. In addition, certain members of the current management team will remain involved in the Clinic throughout the transition, with the utmost importance placed on an orderly and high quality transition process. Upon the closing, BayMark's clinical, compliance and operational staff will provide oversight, with all services continuing to be provided by nearly identical on-site staff at the Clinic, including the same Medical Director, Program Director, and other professional staff. Finally, the proposal will not affect CSAC's license to provide outpatient treatment services in Connecticut, CSAC's status as a Connecticut Medicaid provider, or any of CSAC's other payor contracts.

Pursuant to Section 19a-639 of the Connecticut General Statutes, the Office of Health Care Access is required to consider specific criteria and principles when reviewing a Certificate of Need application. Text marked with a "§" indicates it is actual text from the statute and may be helpful when responding to prompts.

Project Description

1. Provide a detailed narrative describing the proposal. Explain how the Applicant(s) determined the necessity for the proposal and discuss the benefits to the public and for each Applicant, separately. Include all key elements, including the parties involved, what the proposal will entail, the equipment/service location(s), the geographic area the proposal will serve, the implementation timeline and why the proposal is needed in the community.

CSAC operates a freestanding clinic for the care of substance abusive or dependent persons in Hartford, Connecticut (the Clinic). The Clinic provides treatment for persons affected by opioid addiction, the majority of whom reside in the city of Hartford, and currently serves over 600 patients per year. The Clinic currently operates at capacity, having generated modest growth since 2014. The Clinic uses a multidisciplinary team of doctors, nurses and counselors to provide pharmacological treatment with methadone in combination with individual, group and family counseling. The Clinic is licensed by the Department of Public Health as a Facility for the Care or Treatment of Substance Abusive or Dependent Persons with the following service classifications: Ambulatory Chemical Detoxification, Chemical Maintenance Treatment, and Outpatient Treatment. As has been widely publicized, the opioid epidemic in Connecticut is on the rise, and thus the number of individuals needing treatment is growing. The rate of opioid overdose deaths in Connecticut rose from 4.7 per 100,000 individuals in 2005 to 19.2 per 100,000 individuals in 2015,[1] indicating a high demand for opioid addiction treatment services in the state, including in the Clinic's service area. Given such demand, allowing CSAC to continue operating the Clinic under new ownership by BayMark is in the best interests of the Clinic's current and future patients, their families and communities.

CSAC is currently wholly owned by two individuals, Edward J. Blain and Steven J. Kassels, M.D. The Clinic is one of sixteen (16) clinics operated by entities owned by Mr. Blain and Dr. Kassels throughout New England. Pursuant to an overall transaction, BayMark is purchasing all of the stock of each of these entities owned by Mr. Blain and Dr. Kassels. Specific to this CON application, this proposal involves BayMark's acquisition of all of CSAC's stock in exchange for the portion of the total purchase price attributable to the Clinic, which is estimated to be $2,312,500, subject to receipt of approval from OHCA through this application. Following the closing, BayMark will own all of the stock in CSAC. CSAC will continue to be the licensed entity and will file the required notice filing with the Department of Public Health for licensure purposes. CSAC will also continue to be the entity that is enrolled in Medicaid and contracted with third-party payors.

The Affordable Care Act, with its expansion of Medicaid, and the Mental Health Parity and

[1] See http://www.kff.org/other/state-indicator/opioid-overdose-death-rates/?activeTab=graph&currentTimeframe=0&startTimeframe=10&selectedDistributions=opioid-overdose-death-rate-age-adjusted&selectedRows=%7B%22states%22:%7B%22connecticut%22:%7B%7D%7D%7D&sortModel=%7B%22colId%22:%22Location%22,%22sort%22:%22desc%22%7D.

Addiction Equity Act have enhanced individuals' ability to access substance abuse treatment. The 21st Century Cures Act authorized 6.3 billion dollars in funding, one billion of which is dedicated for opioid addiction awareness, treatment and recovery. This increased access created an increased demand. However, these laws also imposed increasing back office pressures on providers of such care, including, but not limited to, regulatory compliance, information technology requirements, and claims processing. BayMark is currently the second largest Opioid Treatment Program provider in the United States, in terms of the number of locations it operates. Specifically, BayMark treats over 25,000 patients per day, across eleven different states (see chart below), through multiple forms of clinical care. BayMark has expertise in running substance abuse facilities and will be able to provide much needed support to the Clinic's operations with such expertise as well as with its economies of scale.

BayMark Subsidiary Entity	State	Number of Facilities
Addiction Research and Treatment, Inc.	California	17
AppleGate Health Services, Inc.	Arkansas Louisiana Texas	1 3 2
Augusta Addiction Associates, LLC	Georgia	1
BAART Behavioral Health Services, Inc.	Arizona California Vermont	1 18 4
BayMark Health Services of West Virginia, Inc.	West Virginia	1
Bi-Valley Medical Clinic, Inc.	California	2
Coleman Institute Richmond, LLC	Virginia	1
Glass Health Programs, Inc.	Maryland	8
MedMark Treatment Centers – Fairfield, Inc.	California	1
MedMark Treatment Centers – Fresno West, Inc.	California	1
MedMark Treatment Centers – Sacramento, Inc.	California	1
MedMark Treatment Centers – Stockton, Inc.	California	1
MedMark Treatment Centers of Alabama, Inc.	Alabama	2
MedMark Treatment Centers of Georgia, Inc.	Georgia	2
MedMark Treatment Centers of Pennsylvania, Inc.	Pennsylvania	2
MedMark Treatment Centers of Texas, Inc.	Texas	6
MedMark Veteran Services, LLC	Florida	6
Peter Coleman MD, LLC	Virginia	1
Successful Alternatives for Addiction and Counseling Services, Inc.	California	2
VCHPCS VII, LLC	Texas	1

From the patients' perspective, day-to-day operations at the Clinic will continue as they currently exist, with the same medical and clinical staff continuing to provide the same services under the same licenses, and pursuant to the same payor relationships, including the Connecticut Medical Assistance Program and other health care benefit plans. Certain members of the current management team, including Mr. Blain, will remain involved in the Clinic. BayMark's clinical, compliance and operational staff will provide oversight of the program services provided by essentially the same on-site staff at the Clinic.

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As can be seen in Table 7, the Clinic currently serves a population that is heavily Medicaid-based. Following the closing, the population mix will stay the same, as the Clinic will continue to serve the same patient base. Furthermore, BayMark has a sophisticated approach to patient retention, ensuring that patients receive access to the addiction services they need. There will be no adverse impact on health care costs, because of the economies of scale BayMark will be able to provide to the Clinic, allowing the Clinic to operate more efficiently and cost-effectively, so that a higher portion of the Clinic's resources can be devoted to the provision of quality patient care.

2. Provide the history and timeline of the proposal (i.e., When did discussions begin internally or between Applicant(s)? What have the Applicant(s) accomplished so far?).

History and Timeline of BayMark/HCRC Transaction

Description	Date
1. Internal discussions regarding HCRC	March 16, 2017
2. Preliminary negotiations with HCRC	April 3, 2017
3. Execution of Letter of Intent	April 9, 2017
4. Diligence	April 9, 2017 to July 8, 2017
5. Execution of Purchase Agreement	July 8, 2017

3. Provide the following information:

a. utilizing **OHCA Table 1**, list all services to be added, terminated or modified, their physical location (street address, town and zip code), the population to be served and the existing/proposed days/hours of operation;

b. identify in **OHCA Table 2** the service area towns (i.e., use only official town names) and explain the reason for their inclusion (e.g., provider availability, increased/decreased patient demand for service, market share);

4. List the health care facility license(s) that will be needed to implement the proposal;

CSAC already has the necessary license from the Connecticut Department of Public Health to provide substance abuse treatment services to patients of the Clinic—specifically, License No. SA-0155 (Facility for the Care or Treatment of Substance Abusive or Dependent Persons) for the following service classifications: ambulatory chemical detoxification treatment, chemical maintenance treatment, and outpatient treatment. CSAC will notify the Department of Public Health regarding the change in ownership of CSAC and will retain this license after the closing of the contemplated transaction. No additional licensure will be required to implement the proposal.

5. Submit the following information as attachments to the application:

a. a copy of all State of Connecticut, Department of Public Health license(s) currently held by the Applicant(s);

See Schedule 5A.

b. a list of all key professional, administrative, clinical and direct service personnel related to the proposal and attach a copy of their Curriculum Vitae;

See Schedule 5B.

c. copies of any scholarly articles, studies or reports that support the need to establish the proposed service, along with a brief explanation regarding the relevance of the selected articles;

See Schedule 5C.

d. letters of support for the proposal;

See Schedule 5D.

e. the protocols or the Standard of Practice Guidelines that will be utilized in relation to the proposal. Attach copies of relevant sections and briefly describe how the Applicant proposes to meet the protocols or guidelines.

As a CARF-accredited provider, CSAC will continue to follow CARF International's Standards Manual for Opioid Treatment Programs. A copy of this accreditation manual is available upon request.

f. copies of agreements (e.g., memorandum of understanding, transfer agreement, operating agreement) related to the proposal. If a final signed version is not available, provide a draft with an estimated date by which the final agreement will be available.

See Schedule 5F.

Public Need and Access to Care

§ *"Whether the proposed project is consistent with any applicable policies and standards adopted in regulations by the Department of Public Health;" (Conn.Gen.Stat. § 19a-639(a)(1))*

6. Describe how the proposed project is consistent with any applicable policies and standards in regulations adopted by the Connecticut Department of Public Health.

The transfer of ownership contemplated by this proposal will help CSAC operate more efficiently and cost-effectively and help to ensure the continuation of high quality care. As is discussed elsewhere in this application, the Clinic will continue to serve the same patients from the same geographic area, with largely the same providers. Thus, patients will experience continuity of care without disruption from the same licensed provider with which they are familiar. The contemplated transaction will not have any adverse effects on health care costs nor will it adversely impact any similar providers.

§ "The relationship of the proposed project to the statewide health care facilities and services plan." (Conn.Gen.Stat. § 19a-639(a)(2))

7. Describe how the proposed project aligns with the Connecticut Department of Public Health Statewide Health Care Facilities and Services Plan, available on OHCA's website.

This proposal aligns with the Statewide Health Care Facilities and Services Plan (the Plan) by providing substance use treatment that is widely regarded as an essential service in the State, as detailed below. First, the 2012 Plan emphasizes that only 17% of adults in need of substance use treatment seek such services in Connecticut on an annual basis. See 2012 Statewide Health Care Facilities and Services Plan, Chapter 8, Section 8.5.2.1, page 98. In CSAC's location, in the North Central Connecticut region, the Plan estimated that only 13,201 persons seek treatment, whereas 79,950 need it. Id., at 99. There is clearly a large unmet need for substance use treatment, and, unfortunately, the opioid epidemic has continued to worsen in the years since 2012. The services currently provided at CSAC, all of which will continue under the proposal, help to provide quality care to these patients in need.

Pursuant to the 2014 Supplement to the Plan (the 2014 Supplement), more than one half of the hospital community health needs assessments identified substance abuse as a priority health need for predominantly urban communities statewide. See 2014 Supplement to the Statewide Health Care Facilities and Services Plan, Chapter 3, At-Risk and Vulnerable Populations and Unmet Need, page 77-78. The 2014 Supplement went on to describe that ten of the Strategic Implementation Plans propose system level changes to address unmet substance abuse treatment needs and seek to prioritize improving access to and quality of substance abuse services. This proposal is in line with these themes, by providing quality substance abuse services to patients in the Hartford area, where there is a large need for such services.

It is the hope that by continuing to see patients in its program, the Clinic will reduce ED admissions and length of stays at hospitals, as patients will receive the appropriate substance abuse care. The State identified this initiative in Chapter 4 of the 2014 Supplement. Id., Chapter 4, Current Initiatives to Address Unmet Heath Care Need and Vulnerable Populations, page 88. In sum, this proposal allows for CSAC to continue to provide high-quality substance abuse services to patients in a vulnerable area, allowing patient's to receive appropriate care in an appropriate setting.

§ "Whether there is a clear public need for the health care facility or services proposed by the applicant;" (Conn.Gen.Stat. § 19a-639(a)(3))

8. With respect to the proposal, provide evidence and documentation to support clear public need:

a. identify the target patient population to be served;

b. discuss if and how the target patient population is currently being served;

c. document the need for the equipment and/or service in the community;

d. explain why the location of the facility or service was chosen;

e. provide incidence, prevalence or other demographic data that demonstrates community need;

f. discuss how low income persons, racial and ethnic minorities, disabled persons and other underserved groups will benefit from this proposal;

g. list any changes to the clinical services offered by the Applicant(s) and explain why the change was necessary;

h. explain how access to care will be affected; and

i. discuss any alternative proposals that were considered.

The Clinic's target patient population is adult men and women suffering from opioid dependence in and around Hartford, Connecticut, and this will remain the same following implementation of the proposed transaction. Opioid dependency can affect patients regardless of income, race, disability or other classification. A demographic breakdown of the Clinic's current patient population is attached. See Schedule 8.

The significant need for quality opioid addiction treatment services to help individuals suffering from opioid dependency in Connecticut is well-known and extremely well-documented in the news media.

The majority of the Clinic's patient population receives health benefits under Medicaid, and has thus met Medicaid low-income and other eligibility criteria. The Clinic's payor mix is not expected to materially change as a result of the proposed transaction.

There will be no changes to the clinical services offered by the Clinic as a result of the proposed transaction. Likewise, the Clinic will stay in its current location at 55 Fishfry Street, Hartford, Connecticut 06120.

> *§ "Whether the applicant has satisfactorily demonstrated how the proposal will improve quality, accessibility and cost effectiveness of health care delivery in the region, including, but not limited to, (A) provision of or any change in the access to services for Medicaid recipients and indigent persons; (Conn.Gen.Stat. § 19a-639(a)(5))*

9. Describe how the proposal will:

a. improve the quality of health care in the region;

b. improve accessibility of health care in the region; and

c. improve the cost effectiveness of health care delivery in the region.

CSAC's proposal to continue to operate the Clinic under BayMark's ownership will ensure that the Clinic's patients have continued access to care, reducing costly complications such as opioid-related hospitalizations.

As is explained in this application, BayMark is currently the second largest Opioid Treatment Program provider in the United States, in terms of the number of locations it operates. Specifically, BayMark treats over 25,000 patients per day, across eleven different states (see chart in response to Question 1), through multiple forms of clinical care. BayMark has expertise in running substance abuse facilities and will be able to provide much needed support to the Clinic's operations with such expertise as well as with its economies of scale. BayMark's purchase of the stock of CSAC will help to ensure that the high quality of CSAC's services remains available to patients of its service area, and its economies of scale will over time help CSAC operate more efficiently.

10. How will the Applicant(s) ensure that future health care services provided will adhere to the National Standards on culturally and Linguistically Appropriate Services (CLAS) to advance health equity, improve quality and help eliminate health care disparities in the projected service area? (More details on CLAS standards can be found at http://minorityhealth.hhs.gov/).

With regard to the National Standards on CLAS, the Clinic will maintain its CARF accreditation, which requires, among other things, that the Clinic implement a cultural competency and diversity plan that takes language differences into consideration. Furthermore, BayMark aims to staff its clinics with bilingual staff members based on the languages spoken in the local communities. If a patient presents at the Clinic and there is an additional need for translation services, clinic staff utilize a translation or language line service to assist the patient. BayMark has also developed creative ways to engage in initial interactions with such patients, such as language cards allowing for the sharing of basic information in order to obtain the appropriate staff member or translator.

11. How will this proposal help improve the coordination of patient care (explain in detail regardless of whether your answer is in the negative or affirmative)?

The proposed transaction will help to ensure the coordination of patient care through the clinical services the Clinic provides, which includes medication assisted treatment for opioid dependency as well as regular counseling. We note that patients of the clinic are periodically examined by a physician or a nurse practitioner and are referred for other health services as necessary to meet their needs.

12. Describe how this proposal will impact access to care for Medicaid recipients and indigent persons.

The proposed transaction will not have any negative impact on access to care for Medicaid patients. As is described in this application, the majority of the Clinic's patients are Medicaid patients, and these patients will continue to receive the same services that they have been receiving.

13. Provide a copy of the Applicant's charity care policy and sliding fee scale applicable to the proposal.

As is described in this application, the majority of the Clinic's patients are Medicaid patients. While the Clinic does not have a formal applicable charity care policy or sliding fee scale, both

BayMark and CSAC are committed to the continuity of care for patients. By way of example, in 2016, CSAC provided free care totaling $74,666. All of this free care was given to Medicaid eligible patients who experienced a lapse in coverage due to administrative or other similar issues.

14. If charity care policies will be changed as a result of the proposal, list all changes and describe how the new policies will affect patients.

Not Applicable.

> *§ "Whether an applicant, who has failed to provide or reduced access to services by Medicaid recipients or indigent persons, has demonstrated good cause for doing so, which shall not be demonstrated solely on the basis of differences in reimbursement rates between Medicaid and other health care payers;" (Conn.Gen.Stat. § 19a-639(a)(10))*

15. If the proposal fails to provide or reduces access to services by Medicaid recipients or indigent persons, provide explanation of good cause for doing so.

As set forth in this application, the majority of the Clinic's patients are Medicaid patients. This will not change following approval of the proposed transaction.

> *§ "Whether the applicant has satisfactorily demonstrated that any consolidation resulting from the proposal will not adversely affect health care costs or accessibility to care." (Conn.Gen.Stat. § 19a-639(a)(12))*

16. Will the proposal adversely affect patient health care costs in any way? Quantify and provide the rationale for any changes in price structure that will result from this proposal, including, but not limited to, the addition of any imposed facility fees.

For the reasons described in this application, the proposal will not adversely affect health care costs.

Financial Information

> *§ "Whether the applicant has satisfactorily demonstrated how the proposal will impact the financial strength of the health care system in the state or that the proposal is financially feasible for the applicant;" (Conn.Gen.Stat. § 19a-639(a)(4))*

17. Provide the Applicant's fiscal year: start date (mm/dd) and end date (mm/dd).

The Applicant's fiscal year runs on a calendar year basis, 01/01 to 12/31.

18. Describe the impact of this proposal on the financial strength of the state's health care system or demonstrate that the proposal is financially feasible for the applicant.

This proposed transaction will not have any adverse impact on the financial strength of the state's health care system because it involves a Clinic that is already operational. It is anticipated that BayMark's national expertise and economies of scale will improve CSAC's efficiency, perhaps improving the financial strength of the Connecticut health care system in general.

19. Provide an estimate of the capital expenditure/costs for the proposal using **OHCA Table 3.**

20. List all funding or financing sources for the proposal and the dollar amount of each. Provide applicable details such as interest rate; term; monthly payment; pledges and funds received to date; letter of interest or approval from a lending institution.

As is set forth earlier in this application, BayMark's purchase of the stock in CSAC is part of a larger, overall transaction. In connection with this overall transaction, BayMark has established a credit facility with Capital One Bank to provide financing. Terms include quarterly interest payments at LIBOR +4.75% and 1% annual amortization of principal through the term of the loan (ending May 18, 2022).

21. Include as an attachment:

a. audited financial statements for the most recently completed fiscal year. If audited financial statements do not exist, provide other financial documentation (e.g., unaudited balance sheet, statement of operations, statement of cash flow, tax return, or other set of books). Connecticut hospitals required to submit annual audited financial statements may reference that filing, if current;

   See Schedule 21A.

b. completed **Financial Worksheet A (non-profit entity), B (for-profit entity) or C (§19a-486a sale)**, available at OHCA Forms, providing a summary of revenue, expense, and volume statistics, "without the CON project," "incremental to the CON project," and "with the CON project." **Note: the actual results reported in the Financial Worksheet must match the audited financial statements previously submitted or referenced. In addition, please make sure that the fiscal years reported on the Financial Worksheet are the same fiscal years reported for the financial projections, utilization and payer mix tables (OHCA Tables 4, 6 and 7).**

   See Schedule 21B.

22. Complete **OHCA Table 4** utilizing the information reported in the attached Financial Worksheet.

23. Fully identify and explain all assumptions used in the projections reported in the Financial Worksheet. In providing these detailed assumptions, please include the following:

a. Identify general assumptions for projected amounts that are estimated to be the same,

both with or without this proposed project (i.e., project-neutral increases or decreases that occur between years). Explain significant variances (+/- 25% variances) that occur between years for the project neutral changes;

Revenues and associated outpatient visits are expected to grow at a rate of 3% per year. In addition, personnel, benefits, "other operating expenses" (which represent an allocation of corporate overhead that is primarily personnel) and medication-related expenses are also expected to grow at a rate of 3% per year. The remaining expenses are expected to grow at a rate of 2% per year. These projected growth rates are based on historical trends related to the Clinic.

b. Identify specific assumptions for all projected amounts that are estimated to change as a result of implementation of the proposed project (i.e., project-specific increases or decreases). Address projected changes in revenue, payer mix, expense categories and FTEs. In addition, connect any service, volume (utilization) or payer mix changes described elsewhere in the CON application narrative or tables with these financial assumptions;

The applicants are not projecting any material changes in the items referenced above.

c. If the Applicant does not project any specific increases or decreases with the project in the Financial Worksheet, please explain why.

Again, as the proposed transaction is merely a change of ownership in CSAC, in which the new owner will continue to operate the existing clinic and continue to serve the existing patient population, the applicants do not anticipate material changes to the items referenced above.

24. Explain any projected incremental losses from operations resulting from the implementation of the CON proposal. Provide an estimate of the timeframe needed to achieve incremental operational gains.

The applicants do not expect there to be incremental losses from operations as a result of the CON being approved.

Utilization

§ "The applicant's past and proposed provision of health care services to relevant patient populations and payer mix, including, but not limited to, access to services by Medicaid recipients and indigent persons;" (Conn.Gen.Stat. § 19a-639(a)(6))

25. Complete **OHCA Table 5** and **OHCA Table 6** for the past three fiscal years ("FY"), current fiscal year ("CFY") and first three projected FYs of the proposal, for each of the Applicant's existing and/or proposed services. **Note: for OHCA Table 6, if the first year of the proposal is only a partial year, provide the partial year and then provide projections for the first three complete FYs. In addition, please make sure that the fiscal years reported on OHCA Table 6 are the same fiscal years reported for the financial projections and payer mix tables (OHCA Tables 4 and 7).**

26. Provide a detailed explanation of all assumptions used in the derivation/ calculation of the projected service volume; explain any increases and/or decreases in volume reported in OHCA Table 5 and 6.

The volume estimates provided in these tables are based on historical trends related to the Clinic.

27. Provide the current and projected patient population mix (number and percentage of patients by payer) for the proposal using **OHCA Table 7** and provide all assumptions. **Note: payer mix should be calculated from patient volumes, not patient revenues. Also, current year should be the most recently completed fiscal year.**

> *§ "Whether the applicant has satisfactorily identified the population to be served by the proposed project and satisfactorily demonstrated that the identified population has a need for the proposed services;" (Conn.Gen.Stat. § 19a-639(a)(7))*

28. Describe the population (as identified in question 8(a)) by gender, age groups or persons with a specific condition or disorder and provide evidence (i.e., incidence, prevalence or other demographic data) that demonstrates a need for the proposed service or proposal. **Please note: if population estimates or other demographic data are submitted, provide only publicly available and verifiable information (e.g., U.S. Census Bureau, Department of Public Health and Connecticut State Data Center) and document the source.**

See Schedule 8.

29. Using **OHCA Table 8**, provide a breakdown of utilization by town for the most recently completed fiscal year. Utilization may be reported as the number of persons, visits, scans or other unit appropriate for the information being reported.

> *§ "The utilization of existing health care facilities and health care services in the service area of the applicant;" (Conn.Gen.Stat. § 19a-639(a)(8))*

30. Using **OHCA Table 9**, identify all existing providers in the service area and, as available, list the services provided, population served, facility ID (see table footnote), address, hours/days of operation and current utilization of the facility. Include providers in the towns served or proposed to be served by the Applicant, as well as providers in towns contiguous to the service area.

31. Will this proposal shift volume away from existing providers in the area? If not, explain in detail why the proposal will have no impact on existing provider volumes.

The proposed transaction will not shift volume away from existing providers in the area because the Clinic already has an established patient base and currently operates at or near capacity.

32. If applicable, describe what effect the proposal will have on existing physician referral patterns in the service area.

The proposed transaction is not expected to have an effect on existing physician referral patterns in the service area because the Clinic already has existing referral sources, which are not expected to change.

> *§ "Whether the applicant has satisfactorily demonstrated that the proposed project shall not result in an unnecessary duplication of existing or approved health care services or facilities;" (Conn.Gen.Stat. § 19a-639(a)(9))*

33. If applicable, explain why approval of the proposal will not result in an unnecessary duplication of services.

As is explained in this application, the Clinic will continue its existing operations. Given the need for opioid treatment programs in the state, this proposal in no way results in an unnecessary duplication of services.

> *§ "Whether the applicant has satisfactorily demonstrated that the proposal will not negatively impact the diversity of health care providers and patient choice in the geographic region;" (Conn.Gen.Stat. § 19a-639(a)(11))*

34. Explain in detail how the proposal will impact (i.e., positive, negative or no impact) the diversity of health care providers and patient choice in the geographic region.

The proposed transaction, a stock transfer from the existing shareholders of CSAC to BayMark, will have no impact on the diversity of health care providers or patient choice in the geographic region, because no material changes will be made to the Clinic's existing operations. The Clinic will continue to operate and service its current patient base and geographic area.

Tables

TABLE 1
APPLICANT'S SERVICES AND SERVICE LOCATIONS

Service	Street Address, Town	Population Served	Days/Hours of Operation	New Service or Proposed Termination
Opioid Treatment Program	55 Fishfry Street Hartford, CT 06120	Opioid dependent adults	Dosing: 6-11:30 Mon-Fri 1-1:45 Mon-Fri 6:30-11 Sat Closed Sun Clinic: 6:30-3 Mon-Fri Closed Sat Closed Sun	N/A

[back to question]

TABLE 2
SERVICE AREA TOWNS

Town*	Reason for Inclusion
Hartford East Hartford New Britain Enfield Manchester Bristol Middletown West Hartford Wethersfield Vernon East Hampton	Please see Table 8, Utilization by Town.

*List **official town name** only - village or place names are not acceptable.

[back to question]

TABLE 3
TOTAL PROPOSAL CAPITAL EXPENDITURE

Purchase/Lease	Cost
Equipment (Medical, Non-medical, Imaging)	$0
Land/Building Purchase*	$0
Construction/Renovation**	$0
Other (specify)	~$2,312,500
Total Capital Expenditure (TCE)	**~$2,312,500**
Lease (Medical, Non-medical, Imaging)***	$0
Total Lease Cost (TLC)	**$0**
Total Project Cost (TCE+TLC)	**~$2,312,500**

*If the proposal involves a land/building purchase, attach a real estate property appraisal including the amount; the useful life of the building; and a schedule of depreciation.

**If the proposal involves construction/renovations, attach a description of the proposed building work, including the gross square feet; existing and proposed floor plans; commencement date for the construction/ renovation; completion date of the construction/renovation; and commencement of operations date.

***If the proposal involves a capital or operating equipment lease and/or purchase, attach a vendor quote or invoice; schedule of depreciation; useful life of the equipment; and anticipated residual value at the end of the lease or loan term.

[back to question]

TABLE 4
PROJECTED INCREMENTAL REVENUES AND EXPENSES

	FY 2018*	FY 2019*	FY 2020*
Revenue from Operations	$3,232,562	$3,329,539	$3,429,425
Total Operating Expenses	$3,169,928	$3,262,852	$3,358,519
Gain/Loss from Operations	$62,634	$66,687	$70,906

*Fill in years using those reported in the Financial Worksheet attached.

Note: please make sure that the fiscal years reported on the Financial Worksheet are the same fiscal years reported for the financial projections, utilization and payer mix tables (OHCA Tables 4, 6 and 7).

[back to question]

TABLE 5
HISTORICAL UTILIZATION BY SERVICE

Service**	Actual Volume (Last 3 Completed FYs)			CFY Volume*
	FY 2014***	FY 2015***	FY 2016***	FY 2017***
Dosing[(1)]	4,680	3,169	5,234	5,420 (6mo.)
Comprehensive[(2)]	194,099	209,739	228,175	10,6379 (6mo.)
Total Visits	198,779	212,908	233,409	111,799 (6mo.)

*For periods greater than 6 months, report annualized volume, **identify the months covered** and the method of annualizing. For periods less than 6 months, report actual volume and **identify the months covered**.

**Identify each service type and level adding lines as necessary. Provide the number of visits or discharges as appropriate for each service type and level listed.

***Fill in years. If the time period reported is not *identical* to the fiscal year reported in Table 4 of the application, provide the date range using the mm/dd format as a footnote to the table.

(1) Dosing refers to each time a patient visits and receives detoxification services.
(2) Comprehensive refers to each time a patient visits and receives maintenance Medication Assisted Treatment (MAT) (ongoing treatment).

[back to question]

TABLE 6
PROJECTED UTILIZATION BY SERVICE

Service*	Projected Volume		
	FY 2018**	FY 2019**	FY 2020**
Dosing	5,583	5,750	5,922
Comprehensive	242,071	249,333	256,812
Total Visits	247,654	255,083	262,734

*Identify each service type by location and add lines as necessary. Provide the number of visits/discharges as appropriate for each service listed.

**If the first year of the proposal is only a partial year, provide the first partial year and then the first three full FYs. Add columns as necessary. If the time period reported is not *identical* to the fiscal year reported in Table 4 of the application, provide the date range using the mm/dd format as a footnote to the table.

Note: please make sure that the fiscal years reported on the Financial Worksheet are the same fiscal years reported for the financial projections, utilization and payer mix tables (OHCA Tables 4, 6 and 7).

See above explanation for "Dosing" and "Comprehensive."

[back to question]

TABLE 7
APPLICANT'S CURRENT & PROJECTED PAYER MIX

Payer	Current FY 2016**		Projected							
			FY 2017**		FY 2018**		FY 2019**		FY2020**	
	Discharges	%	Discharges	%	Discharges	%	Discharges	%	Discharges	%
Medicare*	0	0	0	0	0	0	0	0	0	0
Medicaid*	204	83	210	83	216	83	222	83	229	83
CHAMPUS & TriCare	0	0	0	0	0	0	0	0	0	0
Total Government	**204**	**83**	**210**	**83**	**216**	**83**	**222**	**83**	**229**	**83**
Commercial Insurers	3	1	3	1	3	1	3	1	3	1
Uninsured	39	16	40	16	42	16	44	16	45	16
Workers Compensation	0	0	0	0	0	0	0	0	0	0
Total Non-Government	**42**	**17**	**43**	**17**	**45**	**17**	**47**	**17**	**48**	**17**
Total Payer Mix	**246**	**100**	**253**	**100**	**261**	**100**	**269**	**100**	**277**	**100**

*Includes managed care activity.

Fill in years. Current year should be the most recently **completed fiscal year. Ensure the period covered by this table corresponds to the period covered in the projections provided. New programs may leave the "current" column blank.

Note: please make sure that the fiscal years reported on the Financial Worksheet are the same fiscal years reported for the financial projections, utilization and payer mix tables (OHCA Tables 4, 6 and 7).

[back to question]

TABLE 8
UTILIZATION BY TOWN

Town	Utilization FY 2016**
Hartford	286
East Hartford	51
New Britain	44
Enfield	39
Manchester	23
Bristol	21
Middletown	20
West Hartford	19
Wethersfield	11
Vernon	11
East Hampton	10
Other (Towns with Less Than 10 Patients Seen)	147

*List inpatient/outpatient/ED volumes separately, if applicable

Fill in most recently **completed fiscal year.

[back to question]

TABLE 9
SERVICES AND SERVICE LOCATIONS OF EXISTING PROVIDERS

Service or Program Name	Population Served	DPH License No.	Facility's Provider Name, Street Address and Town	Hours/Days of Operation	Current Utilization
Opioid Treatment Program	Opioid Dependent Adults	SA.0SA0 037	Hartford Dispensary Doctors Clinic 345 Main Street Hartford, CT 06106		
Opioid Treatment Program	Opioid Dependent Adults	SA.0SA0 036 / SA.0000 246	Hartford Dispensary Henderson/Johnson Clinic MMTP 12-14 and 16-18 Weston Street Hartford, CT 06120		
Opioid Treatment Program	Opioid Dependent Adults		Connecticut Valley Hospital Blue Hills Substance Services 500 Vine Street Hartford, CT 06112		
Opioid Treatment Program	Opioid Dependent Adults	SA.0000 366	Hartford Dispensary Manchester Clinic 335 Broad Street Manchester, CT 06040		
Opioid Treatment Program	Opioid Dependent Adults	SA.0000 258	Hartford Dispensary Bristol Clinic 1098 Farmington Avenue Bristol, CT 06010		
Opioid Treatment Program	Opioid Dependent Adults	SA.0SA0 090	Rushford Center Inc. ACE Program 1250 Silver Street Middletown, CT 06457		

*Provide the Medicare, Connecticut Department of Social Services (DSS), or National Provider Identifier (NPI) facility identifier and label column with the identifier used.

[back to question]

Supplemental CON Application Form

Transfer of Ownership of a Health Care Facility

Conn. Gen. Stat. § 19a-638(a)(2)

Applicant: Community Substance Abuse Centers, Inc. d/b/a Health Care Resource Centers ("CSAC") and BayMark Health Services, Inc. ("BayMark")

Project Name: Community Substance Abuse Centers, Inc. Stockholder Change

Affidavit

Applicant: Community Substance Abuse Centers, Inc.

Project Title: Community Substance Abuse Centers, Inc. Stockholder Change

I, Edward J. Blain, (Name) Executive Director (Position – CEO or CFO)

of Community Substance Abuse Centers, Inc. being duly sworn, depose and state that the HCRC Hartford said facility complies with the appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

E J Blain 8/8/17

Signature Date

Subscribed and sworn to before me on 8th date of Aug, 2017

GLORIA J. NORMAN
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
May 25, 2023

Notary Public/Commissioner of Superior Court

My commission expires: May 25, 2023

Affidavit

Applicant: BayMark Health Services, Inc.

Project Title: Community Substance Abuse Centers, Inc. Stockholder Change

I, Frank J. Baumann, COO
(Name) (Position – CEO or CFO)

of Baymark Health Services being duly sworn, depose and state that HCRC Hartford (Facility) complies with the appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

Signature 08/14/17
Date

Subscribed and sworn to before me on 8/14/2017

M. Kim Olsson

Notary Public/Commissioner of Superior Court

M. KIM OLSSON
Notary Public, State of Texas
Comm. Expires 02-19-2018
Notary ID 124125801

My commission expires: 2/19/2018

1. Project Description and Need: Change of Ownership or Control

a. Describe the transition plan and how the Applicants will ensure continuity of services. Provide a copy of a transition plan, if available.

Staffing at Clinic is expected to remain the same. Ed Blain and Dr. Steven Kassels, the current owners of CSAC have agreed to enter into consulting agreements to assist in a smooth transition for patients and staff. BayMark will provide additional team members to assist in the transition and operational oversight of the Clinic. These team members include Frank Baumann, Patrice Trisvan, Jason Goguen, Jason Carmichael, Patrice Oliver and Lakeisha Price. The resumes of these individuals are included in the application. See Schedule 5B. BayMark will complete a thorough internal audit of the Clinic within ninety (90) days of the transaction to ensure that the Clinic is compliant with state and federal regulations. Thereafter, internal audits will be completed at least two times each year.

b. For each Applicant (and any new entities to be created as a result of the proposal), provide the following information as it would appear **prior** and **subsequent** to approval of this proposal:

i. Legal chart of corporate or entity structure including all affiliates.

See Supplemental Schedule 1.b.i.

ii. Governance or controlling body

Currently, the Controlling Body of CSAC consists of:
- Edward Blain (Chairman of the Board)
- Steven Kassels (Board Member)

After the closing, the Controlling Body of CSAC will consist of:
- David White (President)
- Daniel Gutschenritter (Vice President, Treasurer)
- Frank Baumann (Vice President, Secretary)

iii. List of owners and the % ownership and shares of each.

As shown on Supplemental Schedule 1.b.i. BayMark will be a 100% owner of CSAC.

c. Does this proposal avoid the corporate practice of medicine? Explain in detail.

This proposal avoids the corporate practice of medicine. CSAC will continue to hold its license as a Facility for the Care or Treatment of Substance Abusive or Dependent Persons with the following service classifications: Ambulatory Chemical Detoxification Treatment, Chemical Maintenance Treatment and Outpatient Treatment. As such, health care services will be provided by CSAC through qualified providers under the direction of the Medical Director.

2. Clear Public Need

a. Is the proposal being submitted due to provisions of the Federal Sherman Antitrust Act and Conn. Gen Stat. §35-24 et seq. statutes? Explain in detail.

No.

b. Is the proposal being submitted due to provisions of the Patient Protection and Affordable Care Act (PPACA)? Explain in detail.

The proposal is not being submitted due to the PPACA. However, there is interplay between the PPACA and the services provided by the Clinic as described in the response to Question 1 of the main application.

SCHEDULE 5A

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. SA-0155

Facility for the Care or Treatment of Substance Abusive or Dependent Persons

In accordance with the provisions of the General Statutes of Connecticut Section 19a-493:

Community Substance Abuse Centers, Inc. of Hartford, CT d/b/a Community Substance Abuse Centers, Inc. is hereby licensed to maintain and operate a private freestanding Facility for the Care or Treatment of Substance Abusive or Dependent Persons.

Community Substance Abuse Centers, Inc. is located at 55 Fishfry St, Hartford, CT 06120 with:

Edward Blain as Executive Director.

The service classification(s) and if applicable, the residential capacities are as follows:

Ambulatory Chemical Detoxification Treatment
Chemical Maintenance Treatment
Outpatient Treatment

This license expires **June 30, 2019** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, July 1, 2017. **RENEWAL**

Raul Pino, MD, MPH
Commissioner

SCHEDULE 5B

Last Name	First Name	Job Title	Employment	Entity
Ackerman	Aileen Ida	Nurse	Full Time	CSAC
Barton	Jennifer	Nurse	Full Time	CSAC
Daly	Devin	Counselor	Full Time	CSAC
DeFanti	Thomas	Medical Director	Part Time	CSAC
Diaz	Rafael	Nurse	Per Diem	CSAC
Duong	Rattana	Nurse	Full Time	CSAC
Erskine	Heather	Counseling Supervisor	Full Time	CSAC
Garwood	Catherine	Nurse Practitioner	Full Time	CSAC
Giannamore	Sarah	Counselor	Full Time	CSAC
Giumentaro	Chrystal	Nursing Supervisor	Full Time	CSAC
Goodman	Judy L	Pharmacist	Part Time	CSAC
Grogoza	Richard	Counselor	Full Time	CSAC
Jackson	Cherron	Counselor	Full Time	CSAC
James	Jacob	Nurse	Full Time	CSAC
Johnson	Edna	Clinic Nurse	Full Time	CSAC
Kim	Sang	Counselor	Full Time	CSAC
Lepage	Janice	Counselor	Full Time	CSAC
Massoud-Leroy	Carol	Program Director	Full Time	CSAC
McCallum	Melissa	Nurse	Full Time	CSAC
Morrison	Margaret	Pharmacist	Part Time	CSAC
Papallo	Jennifer	Nurse	Per Diem	CSAC
Santana	Jose	Counselor	Full Time	CSAC
Sears	Scott	Senior Counselor	Full Time	CSAC
Sysavat	Yommala	Counselor	Full Time	CSAC
Williams	Charlene	Senior Counselor	Full Time	CSAC
Baumann	Frank	Chief Operating Officer	Full Time	BayMark
Carmichael	Jason	Vice President Quality and Clinical Compliance	Full Time	BayMark
Goguen	Jason	Regional Director – Operations	Full Time	BayMark
Oliver	Patrice	Director of Nursing Education and Compliance	Full Time	BayMark
Price	Lakeisha	Manager of Business Office Services	Full Time	BayMark
Trisvan	Patrice	Regional Vice President- Operations	Full Time	BayMark

BayMark Health Care Services, Inc. Officers and Directors

Last Name	First Name	Title
Baumann	Frank	Executive Vice President and Chief Operating Officer, BayMark
Garbarino	John	Partner, Webster Capital
Gutschenritter	Daniel	Chief Financial Officer, BayMark
Kletter	Evan	Board Member
Kletter	Jason	President, BayMark
Kletter	Michelle	Vice President, Primary Care and Behavioral Health, BayMark
Malm	David	Co-Managing Partner, Webster Capital
Meyercord	Susan	Vice President, Chief Compliance Officer and General Counsel, BayMark
Rhodes	Jerry	Executive Chairman, BayMark
Sainer	Elliot	Education and Healthcare Industry Consultant and Investor
White	David	Chief Executive Officer, BayMark

AILEEN IDA ACKERMAN
88 Munro Place,
Winsted CT, 06098
C: 860-806-6961
idaeileen@aol.com

Objective: To obtain a position as a Registered Nurse in a healthcare environment focused on the whole patient. To expand knowledge and explore new and innovative practices to better serve those in my care.

Education
Northwestern Community College
Associates in Science Nursing 2015

W.F. Kaynor State of Connecticut Technical
Licensed Practical Nurse: 2014

Registered Nurse State of Connecticut
IV Omnicare ~ CPR/ BLS / EKG Current, ACLS scheduled 6/18/16
Smart Triage 2014
Electronic Medical Record ~ ECS ~ PCC ~ MediTech, Microsoft Office Suite

St Mary's Hospital, Waterbury CT
Acute Medical Surgical Registered Nurse 2015- 2016

Diagnosis, Medical Histories, Vital Signs, Lab Values entered into electronic medical record accurately
Managed IV Therapies, Pleural Catheter, Ileostomy & Foley Catheter Drainage, as indicated.
Med Surge Assessment and implementation of care as per Physician directives as well as participated in collaboration with health care team to ensure continuity of care for patients of all ages, related to admission, stay and discharge
Prepare and administer medications, orally, subcutaneous, intramuscular or through an intravenous catheter, Blood Transfusion, Continuous Bladder Irrigation, Glucose Monitoring, EKG monitoring, Peripheral IV placement, LAB Specimen Collection.
Provide comprehensive instruction of follow up as indicated providing continuity of care upon discharge as part of a collaborative patient centered effort toward recovery.
Collaborated with infection control nurse and wound care team in the management of long term chronic wound care therapies
Supervised non-licensed nursing personnel and assigned tasks as per patient's needs.

High Watch Recovery Center, Kent CT
Substance Abuse Behavioral Registered Nurse 2015- 2016

Administered medication as per individual care plan regime, performed toxicology as indicated
Assessment of guests in addition to management of follow up with Medical Providers.
Provide first aid as well as care of long term chronic wound care as indicated
In collaboration with related disciplines assist guests in follow up care as a part of the discharge process
Recorded nursing notes, transcribed MD orders
Maintained, monitored and ordered supplies as needed both in house and or outside pharmacies as indicated
Responsible for guest's medical records, ensuring accuracy in billing and documentation related to delivery of care
Monitored guest safety and compliance with individual therapeutic milieu. De-escalation strategies when appropriate

Athena Healthcare Systems Valerie Manor
Licensed Practical Nurse 2014 – 2015
Registered Nurse – July 2015

Collaborated in patient care plans, including evaluations, implantation and delegation related to patient needs
Supervision and direction of CNA staff as needed and indicated to provide quality patient centered care
Experienced with Tracheotomy, Wound-VAC, IV Therapy Long Term and Intermittent Infusion, TPN, Enteral Feeding, Bladder Scanning, Diabetic Monitoring.
Interfaced with Lab to obtain results of analysis as per MD order, HIPPA Compliant at all times
Communicated with Physician and family regarding patient condition, on Sub- Acute and Long Term Unit Rehabilitation Unit Wound Care Nurse, collaborated with Infection Prevention / Wound Care Nurse in evaluation and documentation.

Affiliations ~ Phi Theta Kappa National Honor Society, Deans List, National Nurses Association (ANA) Member

Jennifer H. Barton, RN

418 Saybrook Road, Higganum, CT 06441

(860) 227-6269 * jenniferbarton.rn13@yahoo.com

Objectives

To obtain a position utilizing my skills as a registered nurse in a manner that would allow me to gain experience and knowledge in the field of mental health and substance abuse.

Experience

CHILD CARE HEALTH CONSULTANT

Nurses For Day Care, LLC, Madison, CT

May 2016 – Present

- Assess the health and safety needs and practices in the child care facility
- Develop strategies for inclusion of children with special care needs
- Establish and review health policies and procedures
- Manage and prevent injuries and infectious diseases
- Connect families with community health resources
- Provide health education for staff members, families and children

REGISTERED NURSE

Delta T Group – The Children's Center of Hamden, CT

12/2015 – 5/2016

- Member of interdisciplinary treatment team, acting as liaison between the Medical Department and other Agency Programs
- Collaborate in the implementation of the medical treatment regimen under the direction of a Physician, Physician's Assistant, Advanced Practice Nurse or Dentist
- Accountable to set daily and long term task priorities to ensure the timely delivery of health services
- Ability to fulfill job responsibilities with minimal supervision; effective both independently and as part of a team
- Ability to supervise and educate staff in the application of medical procedures and the administration of medication

HOME DAYCARE PROVIDER

More Than ABCs, Haddam, CT

6/2015 – 8/2015

- Provide in-home childcare for up to nine children
- Transport children to and from events and activities
- Prepare meals within nutritional guidelines
- Manage care of children and home
- Communication with parents and families
- Bookkeeping and Accounting for business

Education

Gateway Community College, New Haven, CT, Associate in Nursing; 2015

CLINICAL ROTATIONS

Spring 2015	Yale-New Haven Hospital (YNHH), York Street - Trauma/Surgical Stepdown unit – Focus on the trauma patient with multiple injuries and TBI's
Spring 2015	Connecticut Valley Hospital, Merritt Hall - Mental health rotation – Rotations on male substance abuse unit and adolescent psychiatric unit (18-25 yrs. Of age)
Spring 2015	YNHH, Saint Raphael Campus - Clinical Leadership - Focus was that of charge nurse role, for the clinical group, in preparation for full time nursing
Fall 2014	YNHH, York Street - General Medical-Surgical – Focus on patients with substance abuse issues
Spring 2014	YNHH, Saint Raphael Campus - General Medical-Surgical – Focus on bariatric, orthopedic and urologic patients
Spring 2014	Midstate Medical Center, OB rotation
Fall 2013	Saint Raphael Campus, YNHH - General Medical-Surgical – Variety of health care needs; Focus on basic nursing skills

Middlesex Community College, Middletown, CT, Associate in Science, Business Administration; 1996

Certifications

- Registered Nurse State of CT (Connecticut Registration #128623)
- Basic Life Support (BLS) Certification
- American Red Cross First Aid and CPR Certified Instructor
- Train the Trainer for Connecticut Medication Administration in Early Education and Child Care Settings – Yale School of Nursing
- Yale Interprofessional Palliative Care Educational Seminar

Affiliations

- American Nurses Association

Volunteer Work

- Cub Scouts, Haddam, CT (2006 – 2010)
- Haddam Killingworth Youth Football League, Higganum, CT (2008/2009)
- Haddam Killingworth Football Touchdown Club, Higganum, CT (2016)

47 South Road, Enfield, CT 06082• (860)986-2708•devin.daly@outlook.com

Devin Daly

Objective

To obtain a career in the local community in order to use my skills in chemical and substance abuse to help others and further my experience in the field.

Experience

October 13, 2015 - Current Institute for Health & Recovery Springfield, MA

Access to Recovery (ATR) Coordinator for Hampden County Sheriff's Department

- Providing clients with assistance in obtaining resources to promote recovery
- Establishing close relationships with clients and maintaining contact once a month with each individual
- Building recovery plans and updating each month on status of goals
- Referrals to employment programs as well as those that promote health and wellness

July 27, 2015- October 12, 2015 Phoenix House Springfield, MA

Access to Recovery (ATR) Coordinator for Hampden County Sheriff's Department

- Completing intakes to Access to Recovery program
- Establishing close relationships with clients and maintaining those bonds for the time they are working with ATR
- Providing services for identification purposes
- Answering client questions and assisting them with anything they may need

Field Experience

Community Improvement Associates (CIA) 2015 Spring Semester Keene, NH

- Spring Semester Internship in Substance Abuse
- Responsibilities: Client intake to Impaired Driver Case Management Program (IDCMP), Inputting information into New Hampshire Web Information Technology System (WITS) Web database, Co-leading domestic violence batterer's groups, Individual Counseling Assistant, Aiding with reception, handling funds, etc.

Education

2015- Current Bay Path University Longmeadow, MA
Master's in Clinical Mental Health Counseling (In process)

2011-2015 Keene State College Keene, NH
Psychology Major with Minor in Chemical and Substance Abuse
Bachelor's Degree in Psychology

- GPA: 3.5 Cum Laude
- Awards: Dean's List, National Society for Collegiate Scholars, Order of Omega Honor Society

References

Lynne Blaisdell (IHR Supervisor)- (413)313-4592
Chris Bernier (Phoenix House Supervisor) - (413)887-8591
Karen Estey (Community Improvement Associates Supervisor) - 603-352-1016

Thomas DeFanti, M.D.
125 West Broad Street
Pawcatuck, CT 06379
tdefanti@gmail.com
207-229-5702 (cell)

Objective: Position as Addiction Medicine Consultant

Qualifications

- 32 years in clinical practice and medical education
- Board certified in Addiction Medicine and residency trained in Family Practice and Obstetrics/Gynecology
- Public Health Service, private practice, and health policy research
- Ability to read, interpret, and explain medical literature

Relevant Skills and Experience

- Effective clinical presentations
  - Medical student lecturer
  - Community presentations
  - Patient educator and advocate
- Good medical/health care policy knowledge
  - Utilize evidence based medicine and clinical protocols
  - Converting medical literature into clinical practice
  - Understand and respect risk analysis
- Confident of opinion with well developed interpersonal skills
  - Ability to be eclectic regarding new information and techniques
  - Listening to others while defending an acceptable practice
  - Consultant and member of various quality assurance committees
- Collaborate/multitask
  - Ability to work with CMS as both clinician and patient advocate
  - Conduct a practice, be on hospital and practice committees, provide quality healthcare, and raise a family
  - Founding member of large group practice
  - Coach and community involvement
- Understanding clinical requirements-needs based value added services
  - Knowing when new techniques and drugs are serviceable and when to abandon them
  - Knowing the difference between patient wants and appropriate services

Education

- University of Southern Maine, Muskie School of Health Policy- Certificate program in Public Health/Policy
- 1987-1990: Residency training Ob/Gyn, Maine Medical Center, Portland, Maine
- 1981-1984: Residency training Family Practice, Maine Medical Center
- 1977-1981: Georgetown Medical School, Washington, D.C.- Medical degree
- 1976-1977: University of Connecticut, School of Biobehavioral Sciences
- 1972-1976: Saint Michael's College, Winooski, Vt.- BA biology/philosophy

Work History

- 2010-present: The Stonington Institute, North Stonington, Connecticut
- 2006-2009: The Medical Group, Kennebunk, Maine
- 2000-2006: Primecare Women's Health, Biddeford, Maine
- 1996-2000: Solo Ob/Gyn practice, Biddeford, Maine
- 1990-1996: Women's Health Associates, Biddeford, Maine
- 1986-1987: Red Lake Indian Health Hospital, Red Lake, Minnesota
- 1984-1986: Fort Defiance Indian Health Hospital, Fort Defiance, Arizona

Associations

- American Board of Addiction Medicine
- American Society of Addiction Medicine

Publications

Changing the Cultural Views and Coverage of End of Life Care. DeFanti, T.R. Am J Hosp Palliative Care. 2010 Sep: 27 (6): 365-8

Other

- University of New England College of Osteopathic Medicine- Lecturer
- Medical volunteer- Good Samaritan Hospital, La Romana, Dominican Republic
- Youth mentor and coach

Rafael Diaz, ADN, RN

RAFAEL DIAZ
775 Overhill Dr. Suffield, CT 06078
(860) 816-9554
rafael.diaz@cox.net

Highly skilled in managing patient care in keeping with facility and hospital protocols. Able to handle emergency situations in an opportune and safe manner. Motivated, reliable, customer-focused, professional seeking a nursing career with future goals of acquiring a BSN and MSN.

KEY SKILLS

Fluent in Spanish	CPR certification
Problem-Solving	Teamwork
Attention to Detail	Strong verbal communication

EDUCATION Associates

April 2016 ~~Bachelor~~ of Science in Nursing, Goodwin College – East Hartford, CT
2006 – 2012 Coursework in Public Policy, Trinity College– Hartford, CT

EXPERIENCE

Registered Nurse
St. Francis Hospital – Hartford, CT July 2016 - Current

Utilize the art of nursing to provide competent care to patients on a medical/surgical unit. Demonstrate the ability to multi-task and provide patient-centered care, while emphasizing QSEN principles.

- Take accurate report to receive patients at the beginning of the shift.
- Perform head to toe patient assessments and reassessments.
- Administer all medications per physician's orders.
- Perform interventions as needed, i.e. change dressings, tube feedings, IV administration, respiratory treatments, monitor intake and output etc.
- Directly supervise unlicensed personnel to perform tasks within his or her scope of practice.
- Document all intervention and care utilizing EPIC care computer program.
- Prepare patients and family for discharge by initiating consultations for aftercare.
- Educating patients and families on disease modalities, medication effects and side effects, explaining the benefits of interventions.

Customer Service Representative/Inside Sales
Mercury Excelum – East Windsor, CT October 2013 - June 2016

Serve in a customer service and inside sales capacity. Demonstrate the ability to multi-task and perform customer-based services.

- Receive and process customer and outside sales order
- Responsible for inventory of the siding and fence, and rail department
- Accountable for all of the components to build or distribute siding, fence and rail products
- Order from various vendors to ensure ability to manufacture goods
- Schedule goods for delivery
- Drive and deliver the products when needed

Firefighter

Hartford Fire Department – Hartford, CT May 1996 - December 2013

Served as Acting Officer. Awarded Firefighter of the Year in 2001 by the State of CT and was promoted to the position of Fire Marshal in 2011.

- Served in the capacity of a First Responder for the City of Hartford
- Answered emergency medical calls and provided basic life support to stabilize victims for transport
- Responded to fires and fire alarms, hazmat, mass casualties, motor vehicle accidents, confined space rescues, and any and all emergencies

Security Officer
Hartford Hospital – Hartford, CT August 1995 - January 2012

Earned supervisory status and placed in charge of the entire shift. Supervised approximately 20-25 security guards. Demonstrated the ability to diffuse potentially volatile situations. Awarded numerous commendations.

- Prepared schedule for security staff and trained new employees
- Protected the safety and property of the patients, staff members and visitors of the hospital
- Patrolled hospital property to ensure that no crimes were being committed on hospital grounds
- Responded to emergency calls within the hospital (i.e. fire alarms, hazmat, assault, violent patients, theft)
- Investigated crimes committed on property.
- Transported employees, visitors and staff members to various hospital-owned properties.

Patient Care Assistant
Hartford Hospital Emergency Department – Hartford, CT May 1993 - August 1995

Assisted nurses and support staff in the Emergency Department. Served as interpreter for Spanish-speaking patients.

- Supported all licensed personnel in patient care
- Performed all diagnostics within the scope of practice for unlicensed personnel (i.e., vital signs and EKG's)
- Cleaned, stocked and prepared the rooms for patient care
- Transported patients to and from various diagnostic procedures or admissions to various units

Army National Guard
Combat Medic 1992-1996

- Acting officer for Lieutenant
- Honorably discharged

WEDNESDAY
11 30 AM
NOV. 20, 2013

RATTANA DUONG
22 Rumford St, West Hartford, CT 06107
(860) 655-0099
Rduong1@hotmail.com

PROFESSIONAL SUMMARY

Registered Nurse

- Highly skilled career professional with more than 23 years practical experience in various Health Care Institutions: Mt Sinai Hospital, St. Francis Hospital, Veterans Memorial Medical Center and one 2 years experience in public health nursing.
- Nursing Supervisor for up to 143 beds capacity institutions. The assigned shift included supervision & coordination of a staff composed of RN's, LPS's, CNA's & Maintenance Employees.
- Established in Out-patient and the infirmary unit including assessment, counseling, education regarding medications and treatment, lab work, documentation with care plan for diagnosis, and administration of treatment procedures.

All areas of major and minor surgical procedures performed, Psychiatric & Geriatric in hospital environment.

CREDENTIALS

Board Examination	1990
License, State of Connecticut	1990

EXPERIENCE

Registered Nurse Per-Diem 2006-Present
Action Nursing.-Berlin, Connecticut

Registered Nurse Per-Diem 2006-Present
Ready Nurse –Rocky Hill, Connecticut

Registered Nurse Per-Diem 2006-Present
Maxim Health Care-East Hartford, Connecticut

Registered Nurse Per-Diem 2006-Present
Medical Staffing-Farmington, Connecticut

Registered Nurse Per-Diem 1998-2000
Starmed – East Hartford, Connecticut

Correctional Head Nurse 1996-2007
University of Connecticut Health Center – McDougall Correction, Suffield, Connecticut

Registered Nurse 1991-1998
Favorite Nurses, Inc. – East Hartford, Connecticut

Staff Nurse 1991-1992
University of Connecticut Health Center –Farmington, Connecticut

Staff Nurse 1990-1991
Mediplex of Newington – Newington, Connecticut

Case Manager 1983-1990
Catholic Charity & Refugee Services – Hartford, Connecticut

EDUCATION

Nursing & Allied Health Curriculum 1987-1990
Capital Community-Technical College – Hartford, CT
Associate of Science

Heather L. Erskine, LPC, NCC

49 Frederick Drive ♦ Coventry, CT 06238 ♦ (860) 878-0298 ♦ herskine@charter.net

June 7, 2011

Carol Massoud-Leroy
The Community Substance Abuse Centers
55 Fishfry Street
Hartford, CT 06120
carol.massoud-leroy@csachelp.com

Carol,

The purpose of this letter is to supplement and update my original application for your recently vacant **Clinical Director** position. After reviewing my resume, I hope you agree that I possess the education, experience, and advanced professional skills required. Through my work with diverse populations, I have experience assisting individuals, groups, and families with a wide range of psychosocial and psychiatric problems, including substance abuse. I have also supervised therapists and feel confident that I am well prepared to excel if hired for your open position.

For the past four years I have been employed at Natchaug Hospital. I started as a Primary Therapist on the child/adolescent unit, which, after two years, led to a promotion to Lead Therapist on the adult unit. In this Lead position, I assign cases to therapists, provide clinical supervision to assigned therapists, address therapeutic needs on the unit, work with a multi-disciplinary team, perform daily psychosocial assessments, and provide individual, group, couple and family therapy.

Overall, I have a total of 9 years of employment in this field. My most recent promotion has significantly impacted my professional development and future goals for four significant reasons. In almost two years as a Lead Therapist, I have improved my abilities to: **1)** problem-solve with diverse teams, **2)** apply my counseling skills more efficiently and effectively while ensuring proper attention, care, and procedures are followed, **3)** facilitate critical communication among team members (in this case, doctors, patients, families, and therapists), and **4)** become increasingly proficient at organization, flexibility, and accountability. This supervisory role has certainly challenged these and other skills, but I believe that has led to my professional growth. As a result, I have re-evaluated and established my future career goals, which are directly in line with your open Clinical Director position.

The opportunity to increase my expertise and experience, as well as apply my valuable organizational and communication skills as director within **The Community Substance Abuse Center** would be a welcome career move that I believe will be mutually beneficial.

After careful thought regarding my education, experience, and current salary, my salary requirement ranges from $70,000-$72,000/year.

I appreciate your careful consideration of my application, and look forward to hearing from you to further discuss the contributions I can make to your program.

Sincerely,

Heather L. Erskine

Heather L. Erskine, LPC, NCC

Heather L. Erskine, LPC, NCC

49 Frederick Drive ♦ Coventry, CT 06238 ♦ (860) 878-0298 ♦ herskine@charter.net

OBJECTIVES:

- To obtain a management position at a counseling center in order to assist and work with both clients and clinicians.
- To further develop my professional knowledge, skills, and abilities in a supportive, yet challenging environment.

EDUCATION:

3 courses to satisfy LPC requirements *(2005)*
ST JOSEPH COLLEGE, West Hartford, CT

M.S. in Professional/Community Counseling *(August 1997)*
Employee Assistance Program (EAP) concentration
GEORGIA STATE UNIVERSITY, Atlanta, GA

B.A. in Communications *(May 1993)*
Minors in Justice Studies and Philosophy
UNIVERSITY OF NEW HAMPSHIRE, Durham, NH

PROFESSIONAL CERTIFICATIONS:

LPC, Licensed Professional Counselor
NCC, National Certified Counselor

EMPLOYMENT:

Lead Therapist - Adult Unit *(July 2009 - Present)*
NATCHAUG HOSPITAL, Mansfield Center, CT

- Provide clinical supervision to assigned primary therapists.
- Work with the multi-disciplinary team and the Director of Social Work to assure provision of quality care.
- Provide psychosocial assessment and treatment to individuals, groups, couples, and families.
- Perform case management services; including arranging aftercare appointments.
- Developed efficient system of performing daily caseload management.

Primary Therapist - Adolescent/Child Unit *(Nov. 2007 - July 2009)*
NATCHAUG HOSPITAL, Mansfield Center, CT

- Provided psychosocial assessment and treatment to individuals, groups and families.
- Performed case management services; including arranging aftercare appointments and placement.

Clinician, Methadone Treatment Clinic *(Feb. 2006 - Nov. 2007)*
COMMUNITY SUBSTANCE ABUSE CENTER, Hartford, CT

- Provided individual and group counseling to 42+ client caseload.
- Provided psychoeducation on depression, anxiety, methadone recovery issues, and relapse prevention.

Heather L. Erskine, LPC, NCC

EMPLOYMENT: *continued*

Home Based Clinician, WATCH Program *(June 2003 - Feb. 2006)*
COMMUNITY CHILD GUIDANCE CLINIC, Manchester, CT

- Counseled families and children in their homes.

School Counselor *(Oct. 2005 - Feb. 2006)*

- Counseled students at *Assumption Middle School*.

Therapist *(Sept. 1997 - Dec. 1998)*
PRIMETIME PARTIAL HOSPITALIZATION PROGRAM, Jasper, GA

- Provided individual counseling and led three (3) therapy groups per day.
- Participated as a part of a multi-disciplinary diagnostic team.

Psychiatric Office Manager *(June 1996 - Aug. 1997)*
ROBERT J. ALPERN, M.D., Atlanta, GA

- Managed client intake, appointments, and clients' accounts.

INTERNSHIPS:

EAP Counselor *(Jan. 1997 - Aug. 1997)*
LOCKHEED MARTIN AERONAUTICAL SYSTEMS, CO., Marietta, GA

- Performed assessments, individual counseling, and referrals.
- Conducted awareness training workshops (e.g. alcohol, anxiety).
- Co-led "Growing Wiser" group for clients ages 70-85 with dementia.

Activities Coordinator *(Jan. 1993 - May 1993)*
DOVER CHILDREN'S HOME, Dover, NH

- Planned and directed daily program activities.
- Monitored individuals and groups.

Intern *(Jan. 1992 - May 1992)*
ATTORNEY J. ASHERMAN, Washington, D.C.

- Assisted with children's neglect and abuse cases.
- Interviewed clients for court cases.
- Researched legal cases and prepared children for court appearances.

SERVICE:

Parent Teacher Organization Treasurer *(Sept. 2007 - June 2008)*
George Hersey Robertson School - Coventry, CT

EAPA Treasurer *(Jan. 1997 - Aug. 1997)*
Employee Assistance Professionals Association - Georgia Chapter

PROFESSIONAL REFERENCES:

Carol Massoud-Leroy
Program Director at CSAC, The Community Substance Abuse Center
(860) 247-8300

Teo Anderson-Diaz
Director of Social Worker, Natchaug Hospital
(860) 456-1311

Lorelei Muresan
Lead Clinician at CSAC, The Community Substance Abuse Center
(860) 833-7274

CATHERINE A. GARWOOD RN-C, MSN, ANP

16 Overlook Drive
Wilbraham, MA 01095
Cell: (413) 281-0927
Email: dcsmgarwood@aol.com

EDUCATION

MSN, ANP, University of Rochester, Rochester, NY 1989
BSN, Nazareth College, Rochester, NY 1985
RN Diploma, St. Joseph's School of Nursing, Syracuse, NY 1983

EMPLOYMENT

COMMUNITY PHYSICIANS, PC Westfield, MA 2000-Present

COMMUNITY SUBSTANCE ABUSE CENTERS
Nurse Practitioner in a leadership role to five outpatient methadone clinics, providing histories and physical examinations, health referrals, patient education and addiction medicine services.

DEPAUL TREATMENT CENTER Portland, OR 1999
Nurse Practitioner and medical coordinator for this 80-bed rehabilitation center for alcohol and/or drug dependent clients. Involved in patient and staff education, quality control programs, and developed policies and procedures in preparation for CARF certification.

CODA Portland, OR 1998-1999
Nurse Practitioner for the outpatient methadone clinic, TRC and ALPHA House (residential and detoxification substance dependence facilities).

COMMUNITY PHYSICIANS, PC Westfield, MA 1990-1998
The following locations were places of employment contracted through Community Physicians, PC:

COMMUNITY SUBSTANCE ABUSE CENTERS 1997-1998
Nurse Practitioner to five outpatient methadone clinics. Provided histories and physical examinations, health referrals, patient education and addiction medicine services. Quality improvement utilization coordinator.

CHARLERS RIVER WEST - Inpatient Psychiatric Hospital 1997-1998
Nurse Practitioner for the geriatric, adult and adolescent units. Medical consultant to the psychiatric staff, performed admission physical exams, and monitored acute and chronic medical problems. Staff educator.

COMMUNITY PHYSICIANS, PC Westfield, MA (Cont.)

PROVIDENCE HOSPITAL HEALTH & HUMAN SERVICES 1991-1997 Nurse Practitioner for the inpatient adolescent (First Step Unit) and adult polysubstance detoxification and rehabilitation center (Providence Hospital and Elm Street Detox/MMTP). Performed admission histories and physical examinations, managed medical detoxification and treated acute and chronic medical problems. Patient and staff educator. Developed policies and procedures. Quality improvement coordinator. Presenter at Massachusetts Board of Health conference on Substance Abuse and STD's. Outpatient methadone clinic

medical provider. Medical provider at Honor House for acute and chronic health care issues of the residential adolescent clients.

WESTOVER JOB CORPS 1990-1995
Nurse Practitioner for 500 residential adolescents. Provided admission histories and physical examinations, medical treatment for acute and chronic health problems. Health educator. Coordinated medical care for HIV infected adolescents.

COMMUNITY MEDICAL CENTER 1990-1993
Nurse Practitioner providing primary care in an ambulatory medical center. Women's Health Clinic. Occupational Health Clinic including DOT physicals, urine drug testing and hearing testing.

STRONG MEMORIAL HOSPITAL Rochester, NY 1985-1990
Registered Nurse. Planned, organized, and delivered primary care to patients and families suffering SCI, CVA and neurological disorders (Neuro Rehabilitation Unit). Unit preceptor. Provided education to staff and patients. Developed policies and procedures.

ST. JOSEPH'S CONVENT INFIRMERY Rochester, NY 1983-1985
Registered Nurse to the Nuns at both the skilled nursing level and assisted nursing level. Staff educator. Supervised paraprofessionals.

LICENSES AND CERTIFICATIONS
Registered Nurse/Nurse Practitioner, State of Massachusetts
Advanced Practice Registered Nurse, State of Connecticut
American Nurses Credentialing Center (ANCC)
Sigma Theta Tau
Controlled Substance Licensed, State of Massachusetts and Connecticut
Controlled Substance Registration Certificate, DEA State of Massachusetts and Connecticut
CPR/First Aid Training Certified

COMMUNITY INVOLVEMENT
Wilbraham Women's Golf League
Youth Ministry at St. Cecilia's Church, Wilbraham, MA
Volunteer at Bethlehem House Easthampton, MA
Religious Educator; RCIA and Faith Formation at St. Cecilia's Church, Wilbraham, MA
Ministry to the Frail and Elderly, Church of the Resurrection, Portland, OR

Sarah Giannamore

sarah.giannamore@gmail.com

26 Chesterwood Court

Cheshire, CT 06410

(203)868-9074

OBJECTIVE

To obtain a mental health/counseling position using my communication and therapeutic counseling abilities.

EDUCATION

Bachelor of Arts, May 2013
Southern Connecticut State University, New Haven, Connecticut
Major: Psychology

Related Courses: Infant and Child Development, Brain and Behavior, Educational Psychology, Abnormal Psychology, Abnormal Child Psychology, Seminar in Counseling and Therapy, Cognition, Perception, Personality, Social Psychology

CAPABILITIES

- Strong communication skills
- Detail oriented with well developed problem solving abilities
- Ability to work independently and as part of a team
- Proficient time management
- Some CANY training

COMPUTER SKILLS

Proficient on PC computers. Experience with MS Word and PowerPoint. Strong internet research skills

EXPERIENCE

Counselor (6/15-Present)
Central Naugatuck Valley Help, Inc., Waterbury, CT

-Maintain an individual caseload of clients with diagnoses of schizophrenia and schizoaffective disorders in a group home setting
-Facilitate individual counseling settings on a weekly or as needed basis
-Documented progress through creating and implementing treatment plans, writing monthly progress notes and daily contact notes
-Maintained a close and professional working relationship with client DMHAS providers

Direct Care Staff (12/14-6/15)
Pathfinder, Assoc., Derby, CT

-Taught life skills to four intellectually disabled men in a group home setting
-Documented progress through writing daily running notes and programs
-Administered daily medication, licensed through DDS

Intensive Out-Patient Program Aide (9/13-11/14)
Parent Child Resource Center, Derby, CT
-Provided intensive therapy for children ages 6-17
-Assisted clinicians in maintaining a safe, healthy, group therapy environment
-Worked one-on-one with clients to address and solve pressing issues

ACTIVITIES

Volunteer, Cheshire Challengers, Baseball team for youth with special needs
Volunteer, The Village at East Farms, Assisted Living community, assisting with activities for the elderly

References

Ann-Marie Bishop

114 S Main St., Ste 21, Cheshire, CT 06410

203-535-9168

LCSW

William Sherman

Shermanw1@southernct.edu

501 Crescent St., New Haven CT 06515

203-392-6877

Psychology Professor

Julie Falcone

jfalcone@lnvpcrc.org

30 Elizabeth St., Derby, CT 06418

203-954-0543 x132

MSW

Chrystal Giumentaro

142 Mountain Road Windsor, CT 06095 860-508-4618 (cell)

Objective: Experienced Registered Nurse with 12 + years in the field of addiction nursing.

Major Qualifications: Experience in many areas including hospitals, nursing homes, home health, and addictions nursing.

Education

- Red River Area Vocational Technical School Duncan, Oklahoma 1990-1991
  LPN license
- University of Science and Arts of Oklahoma Chickasha, Oklahoma 1984-1986
  General Studies
- Cameron University Lawton, Oklahoma 1993-1994
  General Studies
- Capital Community College Hartford, CT 2003-2006 Nursing

Work History

ADRC/Intercommunity Recovery Centers, Inc Detoxification Unit. April 2004-Present
2004-2006 Staff nurse that including communication with MDs, administration of medications, ongoing assessment, electronic and paper documentation, supervision of detox techs.
2006-2007 Triage nurse which included assessment, precertification of insurance, admission documents (electronic and paper), administration of medications, assessment, supervision of staff, communication with MDs and supervisors.
2007-2009 Evening shift supervisor which included assessments, documentation, QA and audit participation, supervision of staff, orientation of new staff, yearly competencies.
2009-Present Nurse Manager duties which include QA and auditing, supervision, staff evaluations, orientation of new staff, yearly competencies, working with Administration and Medical Director on policy and procedure, nursing education, infection control, pharmacy, hiring of staff, and collaboration with code team.

April 2002-2004 **Windsor Hall Nursing Center** Staff nurse evening shift.

1999-2002 **Windsor Rehab** Staff nurse all shifts per diem.

1997-1998 **Integrated Health Services (IHS) Hospital** Houston, Texas Staff Nurse.

1991-1997 **Meridian Nursing Home** Comanche, Oklahoma Staff Nurse and Staff Development

References available on request

CURRICULUM VITAE

JUDY GOODMAN, R. Ph.
106 KIRKWOOD ROAD
WEST HARTFORD, CT 06117
(860) 233-2712

EDUCATION MEDICAL COLLEGE OF VIRGINIA, SCHOOL OF PHARMACY
B.S. IN PHARMACY JUNE, 1963

LICENSES

STATE OF CONNECTICUT	#4510
STATE OF VIRGINIA	#3877
STATE OF OHIO	INACTIVE
STATE OF OKLAHOMA	INACTIVE

EXPERIENCE

1997-PRESENT **PHARMACIST** BLUE HILLS HOSPITAL
51 COVENTRY ST.
HARTFORD, CT 06112

1990-1997 **PHARMACIST** CAPITOL REGION MENTAL HEALTH
VINE STREET
HARTFORD, CT 06112

1984-1990 **RESEARCH COORDINATOR** PEDIATRIC ALLERGY ASSOCIATES
836 FARMINGTON AVENUE
WEST HARTFORD, CT 06119
DUTIES: COORDINATE EFFICACY, SAFETY, AND DOSE-RANGING STUDIES FOR PHARMACEUTICAL COMPANIES

1984-1997 **PHARMACY CONSULTANT** CITY OF HARTFORD
DEPARTMENT OF SOCIAL SERVICES
2 HOLCOMB STREET
HARTFORD, CT 06112
DUTIES: OVERSEE THE DELIVERY OF PHARMACY SERVICES FOR THE CITY OF HARTFORD, EVALUATE UTILIZATION OF MEDICATION, DETERMINE PHARMACEUTICAL MISMANAGEMENT, PREVENT PHARMACIST,CLIENT, AND PHYSICIAN FRAUD.

1980-1985 **RELIEF PHARMACIST** KAISER HEALTH PLAN
99 ASH STREET
EAST HARTFORD, CT

1978 **PHARMACIST** KAZARIAN PHARMACY
21 WOODLAND STREET
HARTFORD, CT

1978	**Manager:**	Kazarian Pharmacy 701 Cottage Grove Road Bloomfield, CT
1973 - 1978	**Pharmacist:**	Hebrew Home & Hospital 615 Tower Avenue Hartford, CT
1969 - 1973	**Pharmacist:**	Dougherty Drug 578 Farmington Avenue Hartford, CT
1966 - 1968	**Pharmacist:**	Kunkel Apothecary Cincinnati, Ohio
1965 - 1966	**Pharmacist:**	Our Lady of Mercy Hospital Cincinnati, Ohio
1963 - 1964	**Pharmacist:**	AMC Pharmacy Oklahoma City, Oklahoma

RICHARD J. GROGOZA

23 Dartmouth Place • Newington, CT 06111 • 860-529-0262 • 860-690-7715

OBJECTIVE: A challenging position that contributes to improving the welfare of others by assisting them with resolving their addiction issues.

EXPERIENCE:

Hartford Dispensary **Manchester, CT**
Substance Abuse Counselor 3/6/2002 to 5/23/2008 and 12/16/2009 to Present

- Maintains client records to a caseload of 55 - 60 patients.
- Assists clients with achieving a stable dose of methadone.
- Interviews clients, reviews records and confers with other professionals to evaluate condition of client.
- Develops individual recovery plans, with client participation, designed to help the client achieve their treatment/recovery goals.
- Developed a curriculum for a twelve week Cocaine Education Group to assist clients abusing cocaine with achieving abstinence.
- Counsels clients individually and in group sessions to assist client in overcoming alcohol and drug dependency.
- Refers client to other support services such as medical evaluation, social services and employment services to assist with resolving specific issues.
- Monitored condition of client to evaluate success of therapy and adapted treatment as needed.
- Prepared and maintained reports and case histories.

Magellan Mental Health Services/Partners in Recovery **Phoenix, Az**
Substance Abuse Specialist - Case Manager April 2009 to November 2009

- Developed client treatment plans based on research, clinical experience, and client histories.
- Modified treatment plans to comply with changes in client status.
- Completed and maintained accurate records and reports regarding the patients' histories and progress, services provided, and other required information.
- Interviewed clients, reviewed records, and conferred with other professionals in order to evaluate individuals' mental and physical condition, and to determine their suitability for participation in a specific program.
- Intervened as advocate for clients and patients in order to resolve emergency problems in crisis situations.
- Participated in case conferences and staff meetings.
- Reviewed and evaluated clients' progress in relation to measurable goals described in treatment and care plans.

Special Care Hospital Management Corporation **St. Louis, MO**
Intake Coordinator 08/20/2008 to 04/20/2009

- Screened for eligibility and appropriateness those seeking medical stabilization for the withdrawals of alcohol and/or opiates.

- Assisted with admission to the hospital those meeting admission criteria.
- Counseled family members to assist family in dealing with and providing support for client.
- Referred clients to other support services such as medical evaluation, treatment, social services and employment services.
- Monitored condition of client to evaluate success of therapy and adapted treatment as needed.
- Prepared and maintained reports and case histories.

Department of Defense **Jacksonville, FL**
Police Officer March 1998 to July 2001

- Investigated traffic accidents and other accidents to determine causes and to determine if a crime had been committed.
- Provided for public safety by responding to emergencies, enforcing motor vehicle and criminal laws, and promoting good community relations.
- Testified in court to present evidence and acted as witness in traffic and criminal cases.
- Reviewed facts of incidents to determine if criminal act and statute violations were involved.
- Recorded facts to prepare reports that documented incidents and activities.

St. John's River Hospital **Jacksonville, FL**
Drug and Alcohol Counselor March 1996 to March 1998

- Counseled and aided people requiring assistance dealing with alcohol and drug abuse.
- Interviewed clients, reviewed records and conferred with other professionals to evaluate condition of client.
- Counseled clients individually and in group sessions to assist client in overcoming alcohol and drug dependency.
- Prepared and maintained reports and case histories.
- Monitored condition of client to evaluate success of therapy and adapted treatment as needed.

U.S. Army / U.S. Marine Corps
Behavioral Science Specialist / Drug and Alcohol Counselor 1978 to 1996

EDUCATION:

Grand Canyon University - Online **Phoenix, Az.**
Bachelor's of Science in Health Science, Professional Development/Advanced Patient Care 2011 - 2013

REFERENCES: Available upon request

Cherron E. Jackson, BS, CAC
Rocky Hill, Connecticut 06067
(860) 970-5705
Cejus@sbcglobal.net

EDUCATION:

Nov. 1, 2014 **International Certification and Reciprocity Consortium**
(Connecticut Certification Board; Certified Addiction Counselor)

2012-2014 **Springfield College**
Springfield, Massachusetts
(Bachelor's of Science in Human Services)

2006-2009 **Project for Addiction Culturally Competent Training (PACCT)**
Hartford/Middletown, Connecticut
(Substance Abuse Counseling Training)

1999-2002 **Capitol Community College**
Hartford, Connecticut
(Business Management/Marketing)

EMPLOYMENT:

2008-Present ***Hartford Dispensary***
16-18 Weston Street
Hartford, Connecticut 06120

Job title: Counselor
Duties: Complete intakes and Addiction Severity Index to assess clients for appropriate referrals, assist clients in treatment planning, creating long/short term goals, discharge planning, one on one psychotherapeutic counseling and group counseling (Person Centered, CBT, and MET). HIV Prevention group counseling (REMAS Certified Trainer). Maintain a caseload of 40-60+ patients (one hundred percent of my case load reduced drug use and minimized unhealthy behaviors during their treatment episode. More than half of my case discontinued drug use during their treatment episode).

12/06-2015 ***Central AHEC/AIDS CT***
20-28 Sargeant St. 1st Flr
Hartford, Connecticut 06106

Cherron E. Jackson, BS, CAC
Rocky Hill, Connecticut 06067
(860) 970-5705
Cejus@sbcglobal.net

Job Title: Counselor/Early Intervention Specialist
Duties: Assess clients for appropriate referrals, assist clients in making treatment plans and long/short term goals, one on one substance abuse counseling. Provide HIV testing using Ora-Sure and Ora-Quik test kits, HIV outreach and HIV prevention counseling. Successfully integrated clients back to care

5/07-2008 ***Tri-Town Shelter Services, INC.***
93 East Main Street
Rockville, Connecticut 06066

Job Title: 3rd Shift Supervisor
Duties: Supportive role in case management, update Master Registry daily, conduct house meetings as needed, create monthly demographic reports, complete client intakes, make referrals when appropriate, record pertinent information in communication log book and in each client file, monitor residents and follow-through with service plans.

6/06-2007 ***Community Partners in Action/Hartford Transitional Housing***
119-121 Washington Street
Hartford, Connecticut 06106

JobTitle: Residential Monitor
Duties: Monitor and document behavior that may be a result of Substance
Abuse and/or mental health disorders and report information to client case managers to ensure proper referrals. Supervise and maintain order of a clientele consisting of 10-34 residents, supervise daily/nightly activities, transport clients in company vehicles as required, impose restrictions and mediate as required, maintain a safe and secure environment for residents and staff, collect urine samples drug screening, search client property for contraband, provide Motivational Interviewing/Enhancement strategies with the goal of minimizing the risk of recidivism.

JACQ J JAMES

◆◆◆

74 Lenox Street
Hartford,Connecticut 06112

Home Phone 860-306-4730 Voicemail 860-306-4730

WORK HISTORY

Olsten Health Services Staffing ***8-31-98 - present***

Working at Aetna/US Health Care/NY,Nynex,Bell Atlantic and managing Disability Department and assisting nurse case manager with long/short term disability claims.

Clinical Research Coordinator, Scirex Corp, Windsor CT 2-2-98-8-26-98

Provide patient care.
Perform clinical procedures (phlebotomy, EKG, vital signs and lab specimen).
Maintain Source Records and documentation.
Notification of drug supply, drug accoountability and patient dose compliance.

Staff LPN Yale New Haven Hospital, New Haven CT 1992-1998

Working in the Dept of Epidemiology & Quality Assurance.
Staff in-servicing and new employee in-service orientation.
Chart reviews and data collection to improve clinical practice.

Staff LPN (General Trauma Surgery Floor) Yale New Haven 1992-1994

Provided Direct Patient Care.
Care for elective surgery patients.
Worked with patients who were involved in car accidents,gun shot wounds and care of general medicine patients.
Emphasis on patient education and teaching.
Worked with patients needing treatments of acute and chronic conditions.

Staff LPN/Urgent Care Clinic/Part Time(20hrs) CHC Physicians 1996-1998

Duties include triaging and providing nursing care to pediatric and adult patients in an ambulatory setting.

Physical Therapy Assistant (Temporary) West Haven VA Medical Center ,West Haven, CT 1991-1992

Assisted Registered Physical Therapist as needed in ambulating patients. Assisted patients in passive range of motion exercises and proper body mechanics. Also aided in hyperbaric wound therapy, whirlpool and hydroculator pack therapy.

Staff Relief Nurse Medsource Nurse Registry Hartford,CT 1990-1991

Provided direct patient care at hospitals,extended care facilities and private duty.

EDUCATION

Albert Prince Technical School, Hartford, CT, LPN, 1982
APIC, Basic Training Course in Infection Control
US ARMY (Active Duty/Honorable Discharge)
Medical Specialist Training Course, School of Allied Health,
Fort Sam Houston, Tx, 1977
Emergency Medical Tech, 1980
CPR Certified State of Connecticut

E. ROSE JOHNSON, RN

11 Quail Drive

Tariffville, CT 06081

(860) 408-9583

johnson.e.rose@gmail.com

CAREER SUMMARY

Highly motivated and experienced psychiatric and chemical dependency Registered Nurse with proven strengths in management; documentation; business development; problem-resolution; staff development/education and care coordination including third party review process.

PROFESSIONAL EXPERIENCE

09/13 – 5/16 **HEBREW HOME AND HOSPITAL,** 1 Abrahms Boulevard, West Hartford, CT. 06117

Care Coordinator, Acute Geriatric Behavioral Health Unit.

- Provided psychiatric education as it relates to treatment interventions, to Acute Behavioral Health unit staff.
- Provided treatment planning, assuring problems get addressed, interventions were formulated and that the documentation supports the treatment plan.
- Utilization Review; obtained insurance authorizations, continued stay claims and was responsible for the entire appeal process of denied claims for the Acute Behavioral Health Unit.
- Collaborated with other staff and other departments to implement improved practice guidelines and offered suggestions for improvement.
- Rotated House Supervisor role with other supervisory staff for entire facility, which includes a 300 bed long-term care, acute medical and hospice hospital, the Behavioral Health Unit and a rehabilitation unit.
- Actively participated in all educational programs.
- Filled in for the duties of Nurse Manager in his absence while upholding the Nursing Standards of Practice and policies/protocols for the agency.
- Routinely audited electronic charting for Quality Improvement. Weekly audited documentation on wound care for both the acute medical and psychiatric hospital. Instructed nurses on proper documentation and classification.

03/00 – 04/13 ALCOHOL AND DRUGS RECOVERY CENTERS, INC. Hartford, CT. 06102
(Currently Inter-Community Mental Health and Addiction Services)

Director of the Detoxification Center (04/05 – 04/13)

- Managed staff Counselors, Security and Utilization Review staff, Medical Records staff, Financial Counseling staff for a 24 hour, 35 bed Detoxification Center.
- Financially managed, including ways to cut costs while boosting productivity for this $4M facility.
- Responsible for compliance with various governing bodies including CARF, DPH, CLIA, and DMHAS.
- Responsible for staff education; Team Building, Customer Service, Accident and Incident reporting, ongoing process improvement measures, and how to prepare for governing inspections (JCAHO, CARF, DPH, etc.).
- Skills were taught one to one as necessary in addition to education at staff meetings.
- Oversaw Utilization Review and investigated each denial of payment.
- Instigated the review process and set up MD to MD reviews, or held MD to RN reviews with insurance companies.

Director of Nursing/Director of Laboratory Services/Agency Infection Control Nurse (03/04 – 04/13)

- Managed 50+ Registered Nurses, Certified Nurses Assistants and Medical Assistants.
- Created, implemented and revised policies and procedures on an on-going basis for nursing while maintaining Nursing Standards of Practice and Mission of the agency.
- Extensive patient interviewing/assessment skills, total body assessments including history, psycho-social and adjustment history; these were implemented and taught to Admission Nurses while maintaining agency Standards of Care; education on a one to one basis as needed.
- Patient education regarding disease management included Diabetes, Hypertension, and Infectious Disease processes including Hepatitis, HIV, Endocarditis; a full range of psychological disease management teaching was done with patients, including medication therapy and counseling.
- Completely eliminated outside nursing pool usage within two years, at a savings of $40K/month; while significantly increasing nursing staff retention.
- Skilled in wound care management and acted as disease preventions for entire agency.
- Member of committees including Pharmacy and Therapeutics, Infection Control, Performance Improvement, Medical Records, JCAHO Standards.
- Agency contact person for infection control issues. Alerted Infection Control committee members to problems. Staff education.
- Maintained CLIA exempt status. Wrote Laboratory standards and tested staff yearly on standards for full-panel testing in Admissions.

Nurse Manager (10/01 – 03/04)

- Managed 50+ nursing staff including payroll and staff evaluations.
- Maintained scheduling and adequate staff for all shifts.
- Covered shifts as needed and filled in for Director of Nursing.

Floor Nurse/Nurse Supervisor/Utilization Reviewer (03/00 – 10/01)

- On call for all shifts and trained all new nurses.
- Responsible for Utilization Review including private and state insurances.
- Completed nursing assessments, computer documented and administered medication.

06/99 – 03/00 CHERRY BROOK HEALTH CARE FACILITY, Canton, CT.

Floor Nurse, nights.

- Changed all IV tubing.
- Did all wound treatments, changed and documented on patency of urethral catheters.
- Documented and medicated 60 patients twice nightly and as needed.
- Responsible for flip-nights charting, medication ordering.

9/91-8/95 DR. BRUCE CUTLER, DDS., Simsbury, CT.(Retired)

Office Manager.

- Managed a full time dental practice.
- Maintained scheduling of patients and staff.
- Assisted chair-side as needed.
- Responsible for billing and utilization review.

EDUCATION

UNIVERSITY OF HARTFORD, Hartford, CT. RN to BSN, 09/09 on-going.

CAPITOL COMMUNITY COLLEGE, Hartford, CT. Associate Degree in Nursing, 05/99

LICENSE

Connecticut Registered Nursing License - CT061699.

Crisis Prevention and Intervention(CPI)-3/16

Cardio-Pulmonary Resuscitation for the Professional Rescuer(CPR)-8/15

References Available Upon Request

Sang Kim

345 Buckland hills dr #3322
Manchester, CT 06042

Email-bfa295@yahoo.com
Phone-860-432-2966

Objective: Accomplished substance abuse counselor with 10 years of experience in all treatment modalities willing to join a progressive organization.

Education: Pennsylvania State University
Spanish B.A **2000**

Experience: Clinician, Forensic Health Service **CT 2006-2012**

- Maintain clients and all clinical documentations (treatment plans/reviews, progress/group notes and individual counseling sessions) on a daily basis.
- Conduct gender responsive group therapy such as; anger management, trauma, substance abuse, and family counseling to reduce recidivism and promote protective factor.
- Maintain 12 caseloads and provide necessary documentations to Juvenile and Youth probation office to assist adolescent/teens to successfully complete court imposed conditions of probation or supervised release.

Substance Abuse Clinician, Habit Management, MA 2002-2006

- Accountable for all clinical documentation: group and progress notes, individual counseling, individual and treatment plans and reviews, assessments, discharge plans and summaries.
- Conduct psycho-educational, relapse prevention, domestic violence, denial, and peer therapy groups, with corresponding clinical documentation, group and progress notes, individual counseling, individualized treatment plan and reviews, discharge plans and summaries.
- Facilitate clinical therapy groups, relapse prevention, alcohol and other drugs, coping and life skills, domestic-violence, co-occurring disorder, discharge planning, and stress management group.
- Maintain caseload of 50 or more.

Related Training: Motivational Interviewing, ART, TARGET, MET/CBT, BSFT, JAG, LSI, Treatment planning, CBT, Viewpoints, EMDR.

Skills: Fluent in Spanish, English, and Korean. Basic computer skills (word, excel, Power point, etc)

Janice R. Lepage
Enfield, CT 06082
860-977-0769 (personal cell)
860-324-2578 (work cell)
jlepage@baypath.edu
https://www.linkedin.com/in/janice-r-lepage-09037a4a

Clinician
A highly motivated individual who can provide clinical and case management services to families, demonstrating knowledge of referral processes and local resources while fostering positive working relationships with clients, families and outside key stakeholders.

Technical Skills: Microsoft Word, PowerPoint, Outlook, PSDCRS or PIE, PsychConsult

Education

Bay Path University **Longmeadow, MA** **Master of Science**
Major: Mental Health Counseling, *Licensure Eligible,* May, 2015

Training Received

MST – CAN Adult/Child Trauma 4-day Training, Dec 2016
MST – CAN/RBT 4-day Training, May 2016
MST Traditional 5-day Training, April 2016

Certifications

CPR/First Aid Certification, October 2016
National Clinical Mental Health Counselor Examination Certification (NCMHCE), August, 2015
Wrap CT: Connecticut's Wraparound Initiative Certification– "Utilizing the Wraparound Planning Process", June, 2012
Wheeler Clinic Motivational Interviewing, July, 2012

Relevant Work Experience

Wheeler Clinic Inc. **Hartford/Manchester, CT** **March 2016 – Present**
MST Therapist, Multi Systemic Therapy – Building Stronger Families (BSF-Manchester)

- Adheres to model while carrying out intensive in home clinical treatment with substance abuse individuals and their families. This position requires a completion of a five day training certifying them in the MST model.
- Provided/supported safety planning and crisis intervention/clinical emergencies with appropriate supervision and as defined by program.
- Conducted program specific screening and evaluation. Developed and documented clear treatment plans that were individualized and constructed in collaboration with client/family and others that were relevant.
- Identified potential risk factors and took measures to reduce those risks in the home through appropriate supervision, reinforcement of positive and safe behaviors, trauma-informed and relationally-based therapeutic intervention as defined by program..

- Foster positive working relationships with clients, families and outside key stakeholders and utilize a strength based-solution focused model of care.
- Maintains a positive and optimistic attitude and works collaboratively with internal and external providers to maintain effective and well coordinated care.
- Completes documentation in an accurate, timely, and compliant manner consistent with regulatory guidelines to contribute to the financial viability of the program.

Wheeler Clinic Inc. **Hartford/Manchester, CT** **April, 2012 – March 2016**
Senior Counselor, Community Support for Families Program (CSF-Manchester)

- Demonstrated knowledge of psychopathology and other behavioral health concerns while implementing program specific safety and supervision protocols.
- Maintained records of counseling, coordination of care, child and family team meetings and/or case management activities for reporting and tracking purposes and completed all documentation for client medical records in accordance with documentation timelines and in compliance with Medicaid, licensing and other regulatory requirements/agencies as defined by program using PsychConsult and PSDCRS or PIE.
- Demonstrated knowledge of basic psychopathology, crisis theory and other behavioral health concerns, and primary intervention modalities relevant to target population, including; skill building, safety planning, parenting skills, and high fidelity wraparound care.
- Participated in the development, implementation, and facilitation of initial treatment plan or plan of care, transition plan and timeline for strategies and next steps as defined by program.
- Demonstrated knowledge of internal and external levels of care, referral processes, resources and makes appropriate referrals for identified support and service needs in a timely manner.
- Meets and understands program/department /agency guidelines, goals and target outcomes and adheres to practice standards and to data collection and reporting protocols.
- Accurately documented client related information in compliance with agency policy.
- Communicated in a positive, effective manner with client, family, and all internal and external providers. Attended any required meetings to support facilitation of positive communication.
- Provided services across many settings, including; offices, schools, homes and other community locations while using a computer, reading, driving to meetings and different locations, and making presentations. Met physical demands of job including sitting, standing, walking and driving and potential exposure to outdoor climate and potential hazardous pathogens and/or hazardous waste.
- Attended and was prepared for scheduled supervision. Sought additional supervision or consultation as needed and follows through with supervisory directives.
- Utilized strength based-solution focused and evidenced based models of care to meet program expectations.
- Continued to develop knowledge and understanding across all cultures using appropriate methodological approaches, skills and techniques that reflect and understanding of that culture.

Wheeler Clinic Inc. **Waterbury, CT** **Sept/2013 – March/2014**
Internship, Family and Community Ties Foster Care Program

- Acquired knowledge of CT Foster Care System in conjunction with DCF while learning counseling skills, techniques and procedures to identify, diagnose and treat abnormal, deviant and diverse populations.
- Gained clinical experience working with a unique population of children transitioning from residential care venues to foster care with the intent to be reintegrated into a permanent family setting while aiding families in assimilating to this new family dynamic.
- Assisted and performed in-home assessments with the use of multiple evaluation techniques as well as co-facilitating foster care parenting classes/licensure and adolescent individual and group therapy.

New Directions of North Central CT **Enfield, CT** **June/2012-Sept/2012**
Practicum Fieldwork Student

- Co-facilitated substance abuse intensive outpatient program, accessed and navigated billing system and recorded progress notes for clients.
- Performed research on current models of treatment therapy and relapse prevention, including modern theoretical approaches as they pertain to chemical dependency and psychoeducational awareness.

Carol Massoud-Leroy
7 Wildwood Glen
Longmeadow, Massachusetts 01106
(413) 427-7916

Education:
Boston College, M.Ed. Counseling Psychology
1980
Western Connecticut State University, B.A. Psychology
1977

Experience:
Program Director – Community Substance Abuse Centers 2005- present
Hartford, Connecticut

- Oversees all operations of a 600 patient outpatient treatment program for opioid dependent individuals; managing a staff of 30
- Maintains staff/service compliance with state and federal regulations
- Assist Vice President of Operations with compiling and reviewing clinical, medical and fiscal statistical data to meet the goals and objectives of the program
- Assists in the development, coordination and implementation of QI, QM and QA activities, its functions and committees
- Implements all policies and procedures
- Lead clinical team in deciding the need for additional clinical, medical and psychiatric interventions and referrals

Clinical Director- Community Substance Abuse Centers 2003 – 2005
Chicopee, Massachusetts

- Provided direct supervision to a portion of the clinical staff at the four treatment programs in Western Massachusetts
- Directed and supervised all intake operations
- Directed pre-admission decisions, case reviews and counseling meetings to ensure services were provided in accordance with policies, procedures and regulatory requirements
- Conducted termination appeals as a Hearing Officer and mediated clinician/patient conflicts

Clinical Manager- Community Substance Abuse Centers 1999 – 2002
Chicopee, Massachusetts

- Assisted in the direction and supervision of intake operations for the four Western Massachusetts treatment programs
- Assisted in the development, coordination and implementation of orientation and training methods
- Monitored case assignments and assisted in quality assurance chart reviews to ensure compliance with all regulatory standards

Clinical Manager - Habit Opco, Inc. 1995 – 1998
Springfield, Massachusetts

- Provided weekly supervision to clinicians in a 400 patient out- patient methadone treatment program
- Oversaw admissions and case assignments and assisted in the development of orientation and training methods for all clinical staff

Per –Diem Clinician – Habit Opco, Inc. 1993-1995
Springfield, Massachusetts

- Provided clinical treatment in both individual and group treatment modalities to narcotic dependent patients

Staff Psychologist- Boston Medical Center; Department of Psychiatry 1982 – 1986
Boston, Massachusetts

- Provided clinical services to opioid addicted patients in a protracted 18 month methadone maintenance treatment program utilizing cognitive behavioral techniques and interventions

Licenses and Certifications:

Licensed Alcohol and Drug Counselor (LADC) – State of Connecticut
License #000780

Licensed Mental Health Counselor (LMHC) – Commonwealth of Massachusetts
License #1165

Certified CARF International Program Surveyor
Behavioral Health; Opioid Treatment Programs
Surveyor ID #7347

Melissa McCallum,RN

CT licensed Registered Nurse -license no. 124746.

Manchester, CT 06040

melivouz@yahoo.com - 8609384923

WORK EXPERIENCE

Registered Nurse

- Intercommunity Recovery Centers, Inc. - Hartford, CT - August 2015 to Present

Responsibilities

At Intercommunity I work as a Triage RN in admissions, as well as on the unit as the Unit RN. I generally do intake in person or over the phone for clients looking to detox from opiates and/or alcohol. During the admission process I assess patients for BAL, Drug toxicity screening and conduct an admission interview. I also medicate client as per detox protocol and MD order. As the RN I also supervise certified medical technicians, medical assistants, licensed practical nurses and security staff.

- Windsor Health and Rehabilitation Center-Windsor CT-December 2015 to Present

Responsibilities

PER DIEM RN SUPERVISOR-

As supervisor I oversee nurses, CNAs and auxiliary staff. I oversee the overall care and safety of all residents. I am responsible for ensure that all supplies and equipment is available to the care and safety of all residents.

Server

THE OLIVE GARDEN - February 2014 to August 2015

Student Nurse / Clinical Rotations

Manchester Memorial Hospital - January 2014 to May 2014

2014

SKILLS

- Patient positioning competency
- Thorough physical assessments
- Professional bedside manner
- Problem resolution capability
- Patient evaluation/intervention
- Palliative care awareness

• Medication administration proficiency

Student Nurse / Clinical Rotations

Hartford Hospital - Hartford, CT - 2013 to 2013

2013

Student Nurse / Clinical Rotations

Johnson Memorial Hospital - 2013 to 2013

2013

Student Nurse / Clinical Rotations

Rockville Hospital - 2012 to 2012

2012

Bristol Hospital, Medical Surgical unit-2012

EDUCATION

Associates of Science in Nursing

Capital Community College - Hartford, CT

May 2014

SKILLS

Physical assessment, Vital signs, Medication administration, BLS/CPR certified, NCI certified

MARGARET S. MORRISON
32 Kaya Lane
Mansfield Center, CT 06250
(860) 477-0351

EXPERIENCE:

1/97 - Present	**Pharmacist:** Hebrew Home & Hospital, West Hartford, CT Responsible for a wide variety of pharmacist duties at a long term care facility.
1/14 - 9/16	**Senior Researcher:** Cates Consulting East, Canton, CT Responsible for conducting research to support searches and competitive intelligence at an executive search consulting firm.
6/85 - 9/86	**Pharmacy Technician:** Manchester Memorial Hospital, Manchester, CT
7/95 - 3/97	**Pharmacist:** Manchester Memorial Hospital, Manchester, CT Screened patient MARS for drug interaction/appropriate dosing and therapy. Assisted in providing medication education groups to psychiatric unit patients.
9/94 - 6/95	**Board Administrator:** State of CT, Commission of Pharmacy, Hartford, CT Handled inquiries regarding the licensure and regulation of all pharmacists, pharmacies, and distributors of patent medicines (OTCs). Served as a liaison between the DCP and the Commission of Pharmacy. Coordinated the administration of pharmacist licensure examinations and reviewed continuing education requirements for licensure renewal. Advised DCP administrative staff as to professional and technical matters in the area of pharmacy.
8/92 - 9/94	**Pharmacist:** Elmcrest Psychiatric Institute, Portland, CT Screened patient MARS for drug interaction/appropriate dosing and therapy. Participated in DUE data collection. Assisted in providing in-service pharmaceutical education to staff. Monitored Clozaril patients and provided drug information to hospital personnel.
9/91 - 8/92	**Clinical Research Associate:** National Medical Research Corp,Hartford, CT Traveled extensively meeting with physicians and research coordinators evaluating and monitoring data compiled from testing of patients. Responsible for design and review of CRFs and clinical report preparation. Was involved In Multiple Sclerosis, hypertension, rheumatoid arthritis and pharyngitis trials.

6/88 - 9/91	**Staff Pharmacist:** Middlesex Hospital, Middletown, CT Screened patients MARS for drug interaction/appropriate dosing and therapy. Participated in DUE data collection. Pharmacokinetic monitoring of amino-glycoside antibiotics and vancomycin. Responsible for quality assurance of TPN services. Served as pharmacy representative on nutritional support team.
5/86 - 3/88	**Pharmacy Intern:** Walgreens Pharmacy, Hartford & Willimantic, CT
3/88 - 6/88	**Pharmacist:** Walgreens Pharmacy, Hartford, CT Filled prescriptions, supervised technicians, maintained computerized patient profiles, billed third party plans, procured stock and controlled inventory. Counseled customers on prescription and OTC medication.
EDUCATION:	**The University of Connecticut,** Storrs, CT B.S. in Pharmacy, December 31, 1987
LICENSE:	Registered Pharmacist CT License Number 6988

JEN[illegible]ER (KOLOSKY) PAPALLO, [illegible].N.

1278 Mount Vernon Road
Southington, CT 06489
(860) 628-9111

SUMMARY:

- Seeking a position as a Licensed Practical Nurse.
- Dedicated to assisting people from a variety of backgrounds and age groups.
- Possess ability to: act quickly & make decisions, recognize potential problems & take measures to prevent same, ensure the comfort & safety of patients, and maintain proper documentation.
- Trustworthy and compassionate individual with an excellent attendance record and work ethic.

EDUCATION:

1996 **L.P.N. CERTIFICATE**
Morse School of Business Hartford, CT

- Successfully completed one-year Licensed Practical Nurse course, and served as Class Secretary.
- Clinical & practical experience (1400 hours) encompassed the areas of Home Health Care, Doctors' Offices (private practice), and a variety of Hospitals and Health Care Institutions.
- As a Student Practical Nurse, worked at various locations including the following: Hartford Hospital (Hartford) in Maternity, Med/Surg, and AIDS Units; Connecticut Children's Medical Center (Hartford) in Pediatrics; and Hospital for Special Care (New Britain) in Long-Term Care.
- Personally financed 100% of educational costs by working full-time while in school.

CERTIFICATION/
LICENSURE:

- Licensed Practical Nurse through State of Connecticut, License #026719.
- CPR & Emergency Cardiac Care Provider (HCP) through American Heart Association.

EXPERIENCE:

9/97 - present **MEDIPLEX OF NEWINGTON** Newington, CT
Charge Nurse (10/97 - present)

- Handle Charge Nurse duties in a 30-patient Skilled Nursing Unit.
- Generate census reports every two weeks, and assist with pharmacy audit procedures monthly.
- Update and maintain daily all doctors' orders for each patient, as well as individualized care plans.
- Meet with staff members, patients, and families weekly (during Resident Care Conferences) to assess each individual's status, and update care plans using a multidisciplinary team approach.
- Write up accident and incident reports for patients as needed.
- Assist with admission and discharge planning for each patient.
- Assess CNAs during yearly performance evaluations, and discuss same with each individual.
- Successfully completed Sun Healthcare Group's "Nursing Management of IV Therapy" Course, and received 21.6 credit hours.
- Patient care duties are similar to those listed below.

Float Nurse (9/97 - 10/97)

- Performed medication administration, dressing changes, hands-on treatments, monitoring of IV therapy and tube feeding (parenteral nutrition & hydration), and physical assessments.
- Educated patients and families on treatments, medications, and home-care routines for discharge or home-visit situations, as well as providing emotional support.

2/93 - 3/98 **RUBY TUESDAY** Meriden, CT
Waitress & Bartender/Corporate Trainer/Floor Supervisor

- Initially hired as Waitress & Bartender, and selected for additional positions of Corporate Trainer in 9/93 and Floor Supervisor in 8/93.
- As Waitress & Bartender, ensured customer satisfaction through problem-solving, quick decision-making, and providing courteous & prompt attention to their needs.
- Floor Supervisor duties included: problem resolution for customers, conflict resolution between employees, management and supervision of 10-11 dining room employees, and reconciling records.
- As Corporate Trainer, assisted in opening new locations throughout the Northeast.
- Recipient of Outstanding Service Award for District (1994).

1/91 - 4/93 **STATE POLICE CREDIT UNION** Meriden, CT
Member Service Representative

- Investigated customer problems/complaints, and resolved same to ensure customer satisfaction.

References & Letters of Recommendation Available Upon Request.

JOSE H. SANTANA
471 W. Wolcott Ave.
Windsor, CT 06095
(860) 306-5231
coachsantana@sbcglobal.net

Objective:

Seeking a position where there is a need to add a combination of strong interpersonal and educational skills

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Qualifications Summary:

Dedicated, reliable, versatile, bilingual (fluent in Spanish), quick learner who is highly skilled in the business profession ranging from secretarial duties to administrative duties. Able to work with culturally diverse populations utilizing various therapies and strong interpersonal skills and knowledge to assist patients in meeting them where they are. Lastly, the ability to add over 20 years of coaching experience from college level through community athletics which incorporates the ability to advocate for clients with/in various community providers.

Education:

Becker College 2008 - 2012
Bachelor of Science ~ Business Administration: Management
Graduated with Honors
Worcester, Massachusetts

Military Service
United States Marine Corps, Jacksonville, NC 1986 - 1990
Camp Lejeune, NC and Subic Bay, Philippines
Administrative Clerk / Security Forces Driver

Work History:

Hartford Dispensary – Henderson Johnson Clinic , Hartford, CT 2015 to Present
Substance Abuse Counselor

- Under the supervision of clinic supervisor performs full range of counseling and clinical duties.
- Individual, group, family counseling services.
- Assessment and evaluation.
- Individualized treatment planning.
- Referrals, record keeping and documentation of duties as required by program policy and procedures.
- Reports and forms related to Medicaid.
- Participation in: staff meetings, case conferences, clinical seminars, supervisory and training sessions.
- Urine monitoring, patient fee system and front desk coverage.

Binder & Binder, Hartford, CT 2013 to 2015
Disability Case Manager

- America's Most Successful Social Security Disability Advocates – Providing legal support for clients. Binder & Binder is one of the largest non-government affiliated Social Security Disability Advocacy Group.
- Requested medical records for clients.
- Prepared files for disability hearings.
- Worked closely with the Social Security Administration.
- Submitted medical evidence with the Office of Disability - Adjudication Records.
- Contacted clients on a daily basis to ensure medical records are updated.

JOSE H. SANTANA
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Windsor, CT 06095
(860) 306-5231
coachsantana@sbcglobal.net

The Travelers, Hartford, CT 2009 – 2013
Underwriting Support - Sr. Field Support Specialist

- Providing Loss Sensitive Customers with strong customer service on underwriting support type tasks. Handled moderately complex tasks, met production and quality standards on a consistent basis and demonstrated expertise with various methodologies and systems.
- Analyzed research, communicated and disseminated pertinent information directly to internal customers
- Assigned large accounts for Commercial Lines – Fuji, Rite Aide, Newell Rubbermaid.
- New business Quotes – Prepared in 24 hours or less and forwarded to the agents and brokers.
- Renewal Quotes – Completed in 48 hours or less to ensure longevity for the businesses.
- Auto Quick Quote – Classifying vehicles and demographic locations using a DMV database to check VIN numbers and vehicle types.

The Travelers, Hartford, CT 2004 – 2009
Policy Services - Field Support Specialist

- Developed and/or demonstrated proficiency in policy processing and underwriting support activities.
- Accurately issued LOB specific quotes, policies, endorsements, cancellations, non-renewals and policy specimens.
- Identified / gathered relevant account information to quote and / or bind the policy; created exhibits.
- Responded to inquiries and questions from Producers/ Insured Agencies /Customers and Internal Departments.
- Communicated with various State authorities and regulators to resolve Worker's Compensation criticisms and DMV suspensions.

CIGNA, Bloomfield, CT 2003-2004
Access to Care Analyst
Assigned and responsible for regions that required a bilingual translator

The Hartford, Hartford, CT 1998-2003
Account Analyst

The Hartford, Hartford, CT 1997-1998
Administrative Assistant

United Technologies Corporation, Hartford, CT 1990 - 1996
Human Resource Resumix Operator
Corporate Headquarters

Trainings:

- Motivational Enhancement Therapy (MET)
- Cognitive Behavioral Therapy (CBT)
- Twelve Step Facilitated Groups (TSF)
- Workers' Compensation Rating, Filings & Cancellations.
- Auto Filings, Cancellations and DMV Reporting. ATC: Access to Care Training (CIGNA).
- The UTRC Learning Center: various computer application courses.
- Coaching Certificate: Enfield, CT Adult Education

References Furnished Upon Request.

Scott E. Sears
273 Queen Street
Southington, Ct 06489
H: 860-426-0069
C: 860-538-5472
ssbb32@yahoo.com

Summary: To utilize knowledge gained from degree and work experience for the human services field.

Education:
Salve Regina University-1997-BA-Administration of Justice
National University-2011-Masters Degree in Forensic Investigations

United Way of Connecticut -2015-Present- Providing direct client support for the Housing, Crisis, Emergency Mobile Psychiatric ,Husky and Human Services information and referral lines. Selected for 211 outreach programs for veterans and local prisons.

Freedom Disability-2013-2014-Case manager for civilian and veterans affairs involving disability claims.

Kelly Educational Services-2012-2013- Responsible for teaching classes from kindergarten through grade 12 throughout Ct.

CRRA-2005-2010:

Responsible for complete site management in various Ct. locations. Responsible for conducting and regulating state regulations .Responsible for the daily operations of recycling centers and waste plant maintenance regulations. Enforcement Officer department of state based agency.

Nafis and Young Engineers -2003-2004: Northford, Ct
Project Manager for engineering firm, direct liaison and company representative for town engineers in Beacon Falls and Seymour, Connecticut. Created project maintenance software program. Consulted with firm clients both private and town based. Comprised project bidding packages; administered work assignments for 10 employees from inception to completion.

Edward Manning Esquire-1993-1998: Newport, RI
Acting office manager for Newport, R.I. based law firm. Responsible for client meetings, contacts, witness statements, interviews. Accompanied attorney to court, prepared legal briefs, devised case filing system, devised and carried out itinerary for attorney.

United States Navy-1987-1995: Various locations: Served in the armory division and ship security force onboard United States Naval ships. Responsible for law enforcement import

export operations with the United States Coast Guard. Responsible for work assignments for personnel from inception to completion. Honorable Discharge.

Yommala Sysavat
23 Emily Road
New Haven, CT 06513

H (203) 535-1158 C (203) 927-3427 W (203) 696-1323

Immediate Career Goals

Interested in obtaining a staff position with an organization that will provide practical and career related experience in the field of Psychology with emphasis on Mental Health Counseling.

Profile

x Good interpersonal skills, works well with others
x Multilingual (Laotian, Thai, &Basic French)
x Works well independently, as well as a team player
X Computer literate

Education

2004 AS Drug and Alcohol Rehabilitation Counselor
Gateway Community College-New Haven, CT
2001 B.A. Mental Health Psychology
Southern Connecticut State University-New Haven, CT

Certifications/Licensures
Connecticut Certification Board
MATS-5070 (Medication Assisted Treatment Specialist)
SCCD-5070 (Specialty Certificate of Competency in Co-occurring Disorders)
NA00658952 (Certified Nurse Assistant)

Work Experiences

2012-2011 Bridgeport AIC -Bridgeport, CT
(Gender Respondsive Case Manager/ Community Resource Advocate)
X Maintain regular face-to-face contacts with community resources to build strong linkages and supports
X Work collaboratively with probation officers to develop case plans that target clients' strengths, needs, and personal goals
X Administer, interpret and provide feedback on gender-specific assessments when requested
X Promote healthy relationships that support change efforts
X Evaluate community resources
X Advocate WOCMM clients (Women Offenders Case Management)
X1.1 sessions
X Supervised random screenings

2005-2010 Center for Human Services-Stratford, CT
(Substance Abuse Counselor)
X Conduct screening, intake, orientation and assessment of clients to obtain information concerning substance abuse
X Implement therapeutic interventions
X Supervised urine screening
X Facilitate group therapy, 1.1 sessions, and family therapy
X Consult with medical director concerning client's medical issues
X Assist clients with medications
X Manages 62 clients from diverse backgrounds
X Document progress notes, group notes and all appropriate paper work in a timely manner
X Benzo recall
X Attend all staff meetings, trainings and workshops

2001-2005 Boys and Girls Village-Milford, CT
(Mental Health Counselor)
X Ensure goals/objectives of each client care are met
X Document clients' response to care and clinical intervention
X Notified Shift Lead regarding crisis intervention, major aggression
X Attend weekly staff meeting
X Document daily progress notes

2000-2001 Southern Connecticut State University-New Haven, CT
(Student Leadership)
X Assisted undergraduate students with orientation to the university
X Advised students enrolling with classroom courses
X Counseled students on preparation of choosing a major
X Informed students of graduation credits for classes and financial aid

1997-2001 Visiting Nurse Association-Shelton, CT
(Certified Care Nurse Assistant)
X Reported patient behavior to Primary Care Nurse
X Wrote patient reports based on daily activities
X Provided personal care
X Pick up medications for clients
X Received weekly training for patient care from the Registered Nurse

REFERENCES AVAILABLE ON REQUEST

Charlene A. Williams

41 Glenn Rd. Apt. A21, East Hartford, CT 06118
Cell: (718)200-3985, Home: (347) 659-0793
Email: charlene.thompson@live.com

PROFESSIONAL QUALIFICATIONS

- Perform well under pressure both independently and as a team player
- Self-motivated, reliable, assertive, organized, goal-oriented, and efficient
- Resulted-oriented individual who approaches problem-solving in both creative and analytical manner.

EDUCATION

Monroe College, Bronx, New York 10468
B.S. Criminal Justice, completion 04/2010, GPA: 3.75/4.0
M.S. Criminal Justice minor in Human Services, completion 08/2013, GPA: 3.79/4.0

PROFESSIONAL EXPERIENCE

Habit OPCO — November 2015-Present
Substance Abuse Clinician

- Individual and Group Therapy
- Intake Assessments & Treatment Planning
- Case Management of assigned caseload

Harlem Dowling West Side Center — January 2015-November 2015
Case Planner

- Minimum of two face to face contacts per month for each family and child receiving preventive services. At least one of the two monthly contacts must be in the home of the family receiving services
- Monitor children in their home and conduct a safety assessment
- Monitor children in their school placement and educational performance
- Assess and refer families to supportive and concrete services, i.e. mental health, substance abuse, housing, financial assistance, legal, etc.
- Complete all required paperwork, i.e. progress notes, promis, psychosocial and other reporting requirements and documents as needed
- Facilitate conferences

211 United Way of Connecticut, Rocky Hill, CT — December 2013-July 2014
211Contact Specialist

- Handle a high call volume in a fast-paced contact center environment
- Diffuse difficult situations while handling calls
- Follow strict guidelines in regard to verification and authorization

SCO Family of Services, Jamaica, NY — October 2010-December 2013
Case Planner

- Counsel and refer birth families for concrete supportive services
- Coordinate the services necessary to achieve permanency through reunification or adoption
- Conduct foster parent and birth parent home visit, residential facility, prison, school visits, and participate in meetings with community programs
- Attend Family Court hearings
- Assist clients with housing application

- Complete progress notes, FASP/Risk Assessments and all necessary accountability paperwork
- Maintain up to date case records
- Work with a population of people that suffers from the mental health, juveniles, and substance abuse

Department of Investigation, New York, NY February 2010- September 2010
Internship

- Perform administrative duties which may include: writing memos, spreadsheet, and entering information in the database

Department of Probation (Juvenile Unit), Jamaica, NY September 2009- December 2009
Internship

- Maintain client case files and chronological records, preparing, maintaining and closing out files
- Submit reports to the court under the supervision of a probation officer
- Perform general administrative duties which may include: typing, and/or computer data entry

Frank J. Baumann

12090 Lake Trail Drive · Copper Canyon, Texas 76226 · Home: (940) 455-7461 Cell: (214) 763-7026

Summary

Senior Executive experienced in multi-site operations, relationship management, contract retention/negotiation skills, strategic planning, contract sales strategy, acquisitions, business development/marketing, finance, accounting, performance improvement, operations consolidation/integration and team building.

Professional Experience

Feb 2016 to Current — **BayMark Health Services, Inc.** — Lewisville, TX

Chief Operating Office

Promoted to Chief Operating Officer of BayMark Health Services, following the combination of BAART Programs Inc, and MedMark Services, Inc. Responsible for all OTP operations of the company.

Feb 2014 to Jan 2016 — **MedMark Services, Inc.** — Lewisville, TX

Senior Vice President of Operations

Promoted to Senior Vice President. Became responsible for all OTP operations of the company and continued involvement in development responsibilities. Directly responsible for the Texas OTP clinics. Part of the senior management team. Revenues in 2014 increased 28% and contribution margin increased 98%.

May 2007 to Jan 2014 — **MedMark Services, Inc.** — Lewisville, TX

Vice President of Development

Part of the senior management team. Developed comprehensive industry database. Responsible for sourcing acquisitions candidates. Works closely with financial analyst to build acquisition financial models. Coordinates the due diligence process. Negotiates the purchase agreements. Leads the acquisitions to close. Completed one residential treatment center transaction and six narcotic treatment clinics transactions (12 clinics). Transaction size varied from $.1 - $14.6 million. Annual revenues of $39 million and EBITDA of $4.8 million.

Nov 1996 to May 2007 — **Horizon Health Corporation** — Lewisville, TX

Part of Senior Management Team under new Chief Executive Officer that increased shareholder value over four years by 134%. Horizon Health merged with Psychiatric Solutions, Inc. on May 31, 2007.

- ***President, Hospital Services – December 2005-May 2007***

Provided leadership for the CEOs of the owned behavioral health facilities, including strategic planning, business development and fiscal operations needed to carry out the mission of the hospital services group. Supervised the Regional Vice Presidents of Finance. Improved facility collections. Aggressive acquisition program adding and successfully integrating eleven facilities in 2006. Removed all regulatory conditions from acquired facilities. Expanded services by thirty-nine new beds and initiated new building project that resulted in the addition of 22 acute beds. A total of sixteen facilities providing acute psychiatric and chemical dependency, residential, and high management group home services with 1,571 licensed beds. Annual net revenues of $190 million with EBITDA of $24 million. Removed all regulatory conditions from acquired facilities.

- ***President, Contract Management Services – April-December 2005***

Responsible for the leadership of all contract management services – five behavioral health regions and one acute rehab services region with a total of 139 contracts in a variety of hospital settings. Annual revenues of $99.1 million and EBITDA of $29.2 million.

- ***President, ProCare One Nurses – June 2002-April 2005***

Added responsibility for Horizon's new specialty nurse staffing company. Provided local and travel nurses to 130 different acute care hospitals from California and Michigan staffing offices. Annual revenues of $18.5 million and EBITDA of $1.3 million.

- ***President, Specialty Rehab Management and Senior Vice President, Operations – March 1999-April 2005***

Promoted to President over the acute rehabilitation contract management services and led the Southwest and Southeast psychiatric contract management services. Responsible for sales effort and increased the number of

rehabilitation contracts from 16 to 32. Successfully transitioned the services through implementation of Medicare PPS and change to the rehabilitation "75% Rule".

- ***Senior Regional Vice President – November 1998-March 1999***

Promotion to recognize increasing role within the organization.

- ***Regional Vice President – March 1997-November 1998***

Responsible for the implementation and expansion of contracts, as well as relationship management of the Southeast region psychiatric managed contracts, and for ensuring that the operational, marketing, and financial goals of assigned operations are met or exceeded. Expanded contract revenues by enhancing census and adding both partial hospitalization programs and intensive outpatient programs. Supervised three Regional Directors of Operation.

- ***Regional Director of Operations – November 1996-March 1997***

Responsible for the implementation, management, retention, and expansion of psychiatric contracts at assigned hospitals. Established and maintained solid client relationships. Responsible for attaining the program marketing and financial goals of assigned operations and for the staffing of Program Director, Medical Director, and other behavioral health and nursing positions.

Jan 1991 to Nov 1996 **Mountain Crest Behavioral Healthcare System** (Horizon Health facility until August 1994) Fort Collins, CO

- ***CEO – 1994-1996***

Responsible for entire behavioral healthcare system including freestanding, for-profit psychiatric and chemical dependency hospital and new management services organization (MSO). Annual net revenues in excess of $8 million. Lead hospital to 1996 JCAHO Accreditation with Commendation, Scored 99 out of 100

- ***Administrator – 1993-1994***

Responsible for all aspects of a 60-bed psychiatric and chemical hospital. . Increased profit 42% first 12 months as Hospital Administrator while the profit within the industry decreased 104%. Created new product lines increasing revenue by 16%. Negotiated in excess of 20 managed care agreements including case rate and physician specialty capitation. Obtained contract with largest HMO in the state. Recruited three local physicians to hospital staff and three additional physicians to the community and hospital.

- ***Assistant Administrator – 1991-1993***

Retained controller responsibilities and managed all non-clinical areas of the hospital including dietary, housekeeping, maintenance, information systems and pharmacy. Negotiated all contracts. Participated on a reorganization team that reduced FTE's by 15% while increasing patient clinical contact.

- ***Controller – 1991***

Responsible for all financial operations including: financial planning, administration of funds, accounting and control, protection of assets and relations with external groups. Maintained receivable days below the national average. Selected, procured and installed computer LAN with accounting, patient accounting, work-processing and spreadsheet software applications within a three week window. Presented financial analysis to directors.

Education

1990 **University of Denver, Graduate School of Business and Public Management** Denver, CO
Master of Business Administration

1982 **Colorado State University, Department of Accounting and Business Law** Fort Collins, CO
Bachelor of Science Business Administration, Concentration Accounting

Licenses

Inactive	**Certified Public Accountant**	State of Colorado

15829 MIRASOL DR. FORT WORTH, TEXAS 76177
PHONE (432)352-1019 • E-MAIL JFCARMICH@ICLOUD.COM

JASON CARMICHAEL

EDUCATION

June 2008 UTPB Odessa, TX
Licensed Professional Counselor

May 2002 Wayland Baptist University Lubbock, TX
Master of Education/ Psychology and Guidance

May 1997 Wayland Baptist University Plainview, TX
Bachelor of Arts in Social Science Composite

May 1994 South Plains College Levelland, TX
Associate in Criminology

PROFESSIONAL EXPERIENCE

2015-Present BayMark Health Services Lewesville, TX
Vice President, Quality and Clinical Compliance

- Oversee the Quality and Clinical Compliance Department.
- Direct site visits by clinical compliance staff and provide support, consultation, oversight and perform formal quality and performance evaluations.

  Areas of focus
  - Regulatory practices
  - Policy practices
  - Staff education & development
  - Risk Management
- Establish what outcome measurements are consistent with the needs of each service. Monitors outcomes and reports on the success of outcome measures for the entire company each year.
- Apply quality improvement principles and processes to all aspects of operations
- Actively participate in the screening, selection, training and development of Clinical Managers/Supervisors.
- Lead the Clinical Compliance and Quality Review committee.
- Provide the National Support Center with Clinical Compliance and Quality Review Reports.
- Review statistical reports to determine progress and implement improvement plans where indicated
- Keep current on local, state, and federal healthcare environment to identify public policy and market trends that may impact BayMark

programs.

- Direct company planning and policy making committees.
- Initiate and follow through on complex projects.
- Identify policy and programmatic issues; develop strategies, solutions and recommendations.
- Oversee clinical training department to improve the quality of care through staff training.
- Assist the Development Department in due diligence of potential acquisitions.

2014-2015 MedMark Services Lewesville, TX

Director, Clinical Services

- Perform site visits to provide support, consultation, oversight and perform formal quality and performance evaluations.

  Areas of focus
  - Regulatory practices
  - Policy practices
  - Staff education & development
  - Risk Management
- Establish what outcome measurements are consistent with the needs of each service. Monitors outcomes and reports on the success of outcome measures for the entire company each year.
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- Direct company planning and policy making committees.
- Initiate and follow through on complex projects.
- Identify policy and programmatic issues; develop strategies, solutions and recommendations.

2013-2014 MedMark Services Lewesville, TX

Regional Director, Compliance and Clinical Services

- Performs audits of clinical services to ensure compliance with federal and state regulations for OTP clinic operations.

- Develops auditing tools and updates as regulations dictate.
- Primary point of contact with DEA, federal and state licensing agencies and surveyors/auditors.
- Drives the preparation and timely submission of corrective action plans, tracks state verification of receipt of correction action plan and oversees any required follow-up. Handles all federal and state inquiries, correspondence and escalates to senior management when appropriate.
- Keeps current on the latest rules, regulations and disseminates regulatory and legislative updates.
- Schedule and conduct ongoing training to all clinic teams to ensure compliance.
- Communicates and helps drive implementation of federal and state requirements, standards, processes and guidelines.
- Provides audit results to management.
- Performs scheduled and unscheduled compliance audits for DEA, federal and state compliance.
- Attends regulatory agency audits as necessary.
- Alert management to deficiencies or serious non-compliance issues that have potential for high risk.
- Work with Director of Quality and Clinical Services in the development and/or revision of policies and procedures on state and federal rules and regulations.
- Conducts quarterly reconciliations of methadone at clinics.
- Consults with clinical management and other sources to develop training curriculum for counselors
- Performs scheduled training at all programs on improvement of compliance aspects of counseling
- Provides written feedback to Regional Director, Operations, Program Directors and clinical management regarding training of counselors.

2012-2013 BCA Permian Basin Midland, TX

Director of Clinical Services/ Director of Outpatient Services

- Ensures effective delivery of clinical patient care in non-nursing clinical departments
- Ensures compliance with administrative and clinical policies and procedures
- Assists with strategic planning, program development, personnel management and fiscal planning.
- Manage, supervise and coordinate delivery of allied health patient care for assigned program settings
- Manage utilization review
- Manages intensive outpatient program patients and staff
- Coordinates care in compliance with state and federal guidelines while maintaining focus on the goals and objectives of the

program

2009-2012 Allegiance Specialty Hospital Midland, TX

Program Director- Intensive Outpatient Program/Partial Hospitalization Program

- Responsible for managing IOP/PHP staff and patients.
- Works collaboratively with medical director, hospital administrator, and hospital department heads and staff.
- Coordinates care in compliance with state and federal guidelines while maintaining focus on the goals and objectives of the program.
- Monitors and ensures billing, documentation, and meeting state and federal regulatory expectations.
- Works closely with other healthcare providers, physicians, and agencies within the community.
- Provide group, individual, and family therapy.
- Develops and implements therapeutic programs to assist patients in meeting their individual needs and achieving their treatment goals.
- Maintains current and accurate documentation as well as all daily, weekly, monthly, and quarterly reports.

2004-2009 Ector Co. ISD Odessa, TX

Special Education Teacher- ED Unit

- Provide intensified training in coping skills, as well as academics in all core subjects.
- Provide assignments and other related services with respect to the student's IEP.
- Provide behavior management and discipline according to the student's BIP.
- Worked closely with families to maximize student's opportunity for success.

1999-2003 Cal Farley's Girlstown Whiteface, TX

Caseworker II

- Responsible for maintaining and updating residents' plan of service.
- Provided behavioral counseling as well as crisis intervention.
- Provided life skills, coping skills, social skills, and related education groups.
- Facilitated contact between residents and their families to promote goal of improved family relationships.
- Established and maintained liaison with external vendors, agencies, and other resources that relate to case management services.

- Maintained current, accurate, and confidential case files.

1997-1999 STAND Intervention Project Floydada, TX

Intervention Counseling Specialist

- Responsible for providing substance abuse counseling/education and skills training for children and adolescents in counties served within the school systems and juvenile probation departments.
- Helped children and adolescents develop socialization skills.
- Linked, advocated and assisted in the referral of individuals needing outside services.
- Developed and implemented programs and group curriculums.

CERTIFICATIONS

Licensed Professional Counselor- Supervisor

Jason Goguen
1938 Route 15
West Danville, VT 05873
802-535-5886
jgoguen@baartprograms.com

Education:
Bachelor of Science, Castleton State College, Castleton, VT **05/2002**
Major: Criminal Justice Minor: Psychology

Working Experience:
Regional Director of Operations, **BAART Programs, Vermont** **8/16-Current**
*Direct supervision of Treatment Center Directors.
* Responsible for ensuring all treatment centers within Vermont adhere to all federal, state, and local regulatory agency requirements and regulations.
* Ensure patient access to services within the assigned region.
*Build and develop leadership teams.
* Oversee company operations to insure production efficiency, quality, customer service and cost effective management of resources.
* Ensure company policies and procedures are followed at the assigned region treatment centers.
* Responsible for the coordination, supervision, and monitoring of human resources activities and policies and procedures.

Treatment Center Director, **BAART Programs, Newport/St. Johnsbury, VT** **5/14-8/16**
*Director of operations.
* To provide oversight for all aspects of clinic operations
* To ensure program compliance with Federal, State and local regulations and with BAART policies.
* Supervises all clinic staff and reviews performance of each at least annually

Program Director, Developmental Services, **NKHS, St. Johnsbury, VT** **5/13-4/14**
*Facilitate budgeting for clients and home providers.
*In charge of hiring and termination of employees.
*Coordinating services with Corrections regarding SFI population.
*Directed program supervisors and case managers on day to day operations.

Wise Treatment Coordinator, **NKHS, St. Johnsbury, VT** **8/12-5/13**
*Collaborating with Department of Corrections and NECKA on development of Working to Improve Success in Everyone (WISE), a Modified Therapeutic Community. A specialized housing program for individuals with a co-occurring mental health and substance use disorder.
*Developed policy and procedures for clients and staff.
*Developed admission criteria and conducted all interviews for employment and offenders.

Supervisor of Crisis Bed, **NKHS, St. Johnsbury, VT** **3/10-8/12**
*Provide a structured environment for people who are coming from the hospital or for people who do not meet criteria to be hospitalized in a psychiatric unit.
*In charge of hiring and termination of employees.
*Developed policy and procedures, admission criteria for clients and over see crisis bed budget.

Emergency Services Clinician, **NKHS, St. Johnsbury, VT** **3/10-4/14**
*Provide mental health screenings for people with suicidal and homicidal ideations at NKHS, area hospitals and law enforcement agencies.

Home School Coordinator, **The Caledonia School, NKHS, St. Johnsbury VT** **10/08 – 3/10**
*Case management for clients grades 9-12.
*Provide counseling to students for academics, behaviors, personal and family issues.
*Facilitate Coordinated Service Plan meetings
*Coordinate and accompany students to Therapy, Medical Appointments, etc.

Behavioral Specialist, **Connecticut River Academy, Bradford VT** **1/08 – 10/08**
*Planned and implemented recreational and educational therapeutic activities.
*Provided behavioral intervention to clients ages 7-20.
*Developed and implemented behavioral plans for clients.

Associate Publisher of **2nd Home Journal, St. Johnsbury VT** **9/05 – 9/07**
*Planning distribution and editorial for magazine.
*Dealing with Advertising and Marketing for clients from all over the world.

Assistant Director of **Becket School, Pike NH** **2/04-9/05**
*Supervised a team of direct care counselors in a residential setting.
*Provided verbal and written supervisions to employees.
*Trained employees to individually counsel clients in regard to numerous issues concerning hygiene, behavior, and respect towards self and peers.
*Planned and implemented recreational and educational therapeutic activities.
*Evaluated and provided written 30-day residential review of clients.

Youth Counselor, **Sand Hill Program, Castleton VT** **2/00-2/03**
*Provided Residential treatment to adolescent girls (ages 12-20 with a variety of emotional, behavioral and psychiatric issues.

Certifications and Trainings
Mental Health First Aid Instructor
Qualified Mental Health Person (QMHP)
First Aid
CPR
Drug Impairment Training for Education Professionals

Patrice Oliver, RN

300 Fort Edward Drive
Arlington, Texas 76002
E: patrice4221@att.net P: 817-504-2712

Results- oriented, quality focused nursing leader with 20+ years of nursing experience.

Education

Masters in Healthcare Administration (MHA)

Masters of Science (MSN) in Nursing

Bachelor of Science (BSN) in Nursing

Certified Registered Rehabilitation Nurse (CRRN)

Professional Experience

BayMark Health Services

8/2015-Present

Director of Nursing Education & Compliance

- Responsible for overseeing Nursing services for 52 clinics throughout the United States
- Responsible for the development of educational offerings for Medical Staff
- Perform site-visits compliance and regulatory inspections for each clinic
- Serve as a resource/ support regarding regulatory practices at the local, state, and federal level
- Super-User/ Resource/ Educator for BayMark Health's three Clinic Documentation Software Systems for Medical Staff
- Risk Management/ Compliance- investigation of Medical related issues
- Builds relationships Cross-Functionally and lead toward common goals
- Knowledge and Skills with Microsoft products and general computer literacy
- Create strategic recommendations at all levels of the organization related to Compliance and Nursing Education
- Develop and revise Clinical policies annually and as needed
- Medication Administration Oversight for 52 + clinics throughout the United States
- Perform Due Diligence/ Acquisition compliance visits with recommendations
- Liaison for lab services, medication destruction practices, and biohazardous waste for all clinics

Patrice Oliver, RN

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- Establish and review Clinical dashboard for trends
- Review all Incident Reports and make recommendations
- Responsible for developing and revising Performance Improvement Initiatives
- Ability to multi-task projects

Methodist Rehabilitation Hospital-6//12-8/15

Director of Patient Care Services

- Oversight of all clinical operations in Nursing, Respiratory, Wound Care Nurse, Dietician, Infection Prevention/Employee Health/ PPS Coordinator/ Lab Services/ Case Management
- TJC 2013 Survey- Deficiency Free in Nursing
- Assists with recruiting, interviewing, and orienting new staff
- Developed a Nursing Preceptor Program
- Developed Nutritional Educational Classes for Patients/Families
- Monitors productivity in clinical departments including HPPD, Contract Labor and FTEs
- Elimination of Nursing Contract Labor
- Participate in fiscal budgeting
- Development and Implementation of Policies and Procedures
- Patient Satisfaction and Falls Committee Representative
- NHSN Data Quality Data Submission

Healthsouth-9/11-6/12
Fort Worth, Texas
Director of Patient Care Services

- Oversight of Clinical Operations including Nursing, Infection Prevention/Employee Health Nurse/ Wound Care Nurse/ Radiology/ Nurse Educator/ Pain Clinic/Lab Services/ Staffing Coordinator
- Interviewing, orienting, and educating of staff
- Productivity monitoring in clinical departments including NHPPD and FTEs
- Participated in Patient Satisfaction /Falls /Medical Executive Committees
- Assisted with TJC/State and CMS responses on Action Plans

Continuum Rehabilitation Hospital
Flower Mound, Texas
Nurse Manager
December 2010- September 2011

Patrice Oliver, RN

300 Fort Edward Drive
Arlington, Texas 76002
E: patrice4221@att.net P: 817-504-2712

- Responsible for the daily operations related to Nursing
- Assisted with the start-up policies and procedures for nursing
- Provided orientation and education of nursing staff including FIM education
- Responsible for the daily monitoring of NHPPD
- Staffing of unit and Scheduling of Staff
- Interviewing of staff
- Reconciliation of payroll
- Participated in preparation for DNV Deemed Status Initial Survey
- Education of Nursing Staff for Medilinks Implementation

University of Texas Southwestern Medical Center

Dallas, Texas

December 2008- November 2010

Nurse Manager

- Responsibility for the daily nursing operations of a medical-surgical unit and rehabilitation unit
- Responsible for staffing and scheduling of nursing staff
- Super user for EPIC Implementation
- Monitoring of Nursing Productivity
- Reconciliation of Payroll
- Auditing of Quality Measures
- Assisted with TJC and CARF survey preparation

Integra Hospital Plano

April 2007-October 2008

Nurse Manager

- Responsible for the daily nursing operations for a rehabilitation unit
- Participated in preparation for TJC Deemed Status Survey
- Education of Nursing Staff
- Development of Policies and Procedures
- Responsibility for Nursing Productivity
- Skills Lab Instructor

Patrice Oliver, RN

300 Fort Edward Drive
Arlington, Texas 76002
E: patrice4221@att.net P: 817-504-2712

Medical Center of Arlington

May 2001-April 2007

Nurse Manager

- Responsible for the daily operations of the nursing department for the unit
- EMR Team Member and Super user
- Successful Go Live EMAR Implementation
- Participated in QRS, TJC and CARF Surveys
- Staffing and Scheduling of Staffing
- Monitoring of Nursing Productivity
- Interviewing and hiring of staff
- Professional Practice Committee Member
- Participated in Stroke Center Implementation

*References available upon request

LaKeisha Price, MHA, SSBBP

1780 Sierra Trail Lancaster, TX 75146
(469) 226-6650
prlks@aol.com

CAREER PROFILE

Highly conscientious, results-oriented leader and motivator offering 10 plus years of healthcare management experience. Strategic problem-solver who envisions smart solutions and executes with urgency across all levels of the organization. Hands-on leader with extensive experience in Revenue Cycle Management able to keep teams focused and productive. Outstanding strategist able to develop and implement revenue enhancement initiatives in highly complex environment. Skilled in multiple areas of technology, including EPIC, Meditech, AdvantX, SAMMS, Medisoft and MS Office

SKILLS & ABILITIES

-Revenue Cycle workflow consulting experience
- In-depth knowledge of coding, billing and revenue cycle management
- In depth understanding of insurance benefit plans and explanation of benefits
- Comprehensive knowledge of the revenue cycle compliance and auditing processes
- Ability to present information in one-on-one and group settings
- Ability to communicate information in a professional and confident manner
- Ability to prioritize work activities with minimal supervision

EXPERIENCE

Manager of Business Office Services Baymark Health

December 2014 –current

Oversee clinic operations of Patient Access/Business Office functions (e.g. scheduling, pre-registration, benefit verification, pre-authorization, admission/registration, financial counseling, etc.) to ensure daily operations are maintained according to standard. Serve as the primary on-site liaison between the National Support Center and OTP clinics. Maintain and promote good customer relations with facility management, physicians and physician office staff. Coordinate with facility departments/administration teams to manage key revenue cycle performance expectations and challenges including: upfront collections protocols, capturing accurate information, timely registration and patient satisfaction, denial prevention, patient flow, unbilled claims, and patient concerns. Review Patient Access performance to ensure timeliness, accuracy, compliance and standards fulfillment as defined in Service Level Agreements with the clinic

Medical Billing Program Director Sanford Brown College

July 2012-December 2014

Served as the academic leader and managed the administrative functions of multiple programs, (Medical Billing and Coding/Medical Practice Management. Responsibilities generally included course scheduling, faculty development and evaluation, development and implementation of operational procedures, student management and retention, and special projects. Serves as leader to program instructors and sets tone for overall quality, community involvement and practice management standards of scheduling, pre-registration, benefit verification, pre-authorization, admission/registration, financial counseling, denial prevention, claim

submission, timely filing and collections.

Training Specialist-Physicians Credentialing Trailblazer Health

April 2012-July 2012

Accountable for the overall Medicare training program, including preparation of training materials; facilitation of training sessions; monitoring, evaluating, and documenting training activities in a manner that demonstrates compliance with the Medicare program. Assess Medicare training needs for new and existing employees. Develop and maintain training modules for each identified Medicare Part D topic, utilizing appropriate sources (internal resources, external resources, CMS/Medicare Learning Network, CMS guidance). Develop training materials as needed in response to a Process Improvement Plan (PIP), Corrective Action Plan (CAP) or due to a newly identified risk.

Business Office Manager Senior Care Centers

January 2012-April 2012

Effectively managed all aspects of patient financial services process for a 120 bed facility, long term care, skilled nursing and rehabilitation center encompassing billing, collections, denial management, managed care contract administration, outside collection services, cash posting, customer service, and business services function at all extensions. Also, managed the overall maintenance of the charge description master. Successfully increased cash receipts by 22%. Significantly reduced days in AR from 64 days to 40 days. Increased self-pay cash collections by 49%. Successfully transitioned self-pay collections from outsourced vendor to in-house; reducing cost, increasing cash collections and improving patient satisfaction.

Medical Billing Program Director Kaplan College

May 2008-April 2012

Served as the academic leader and managed the administrative functions of multiple programs, (Medical Billing and Coding/Medical Practice Management. Responsibilities generally included course scheduling, faculty development and evaluation, development and implementation of operational procedures, student management and retention, and special projects. Serves as leader to program instructors and sets tone for overall quality, community involvement and practice management standards of scheduling, pre-registration, benefit verification, pre-authorization, admission/registration, financial counseling, denial prevention, claim submission, timely filing and collections.

EDUCATION

Master of Healthcare Administration — Kaplan University-2012

Bachelor of Liberal Studies — Louisiana State University -2007

Six Sigma Black Belt Certification-2017

AFFLIATIONS

- Member Healthcare Financial Management Association
- Member Medical Group Management Association
- AAPC
- AHIMA

REFERENCES

Available Upon Request

326 WHITNEY CT, HAVRE DE GRACE, MD 21078
(401) 644-4213 · PTRISMAN@YAHOO.COM

PATRICE A. TRISVAN

OBJECTIVE

Successful utilization of skills gained through education and experience to obtain a position where I can provide exceptional standards based addictions treatment in an administrative arena.

EMPLOYMENT

11/15-Present BayMark Health Services, Inc. Lewisville, TX
Regional Vice President of Operations

- Develop a strategic plan for each clinic with the region to advance the organization's mission, and objectives that achieve financial, operational, clinical, compliance, and marketing goals. Participate and maintain compliance with regulatory bodies (SAMHSA, COMAR, DEA, CARF, HIPAA)
- Plan, develop and implement strategies for generating revenue opportunities.
- Develop and approve operational procedures, policies and standards to insure good communication and coordination throughout the region.
- Review statistical reports and financial statements to determine progress and implement improvement plans where indicated.
- Develop and maintain a sound plan of organization.
- Develop a comprehensive management contingency plan that provides organization stability.
- Monitor performance against budget and take action to improve performance through revenue generation and expense control
- Participate in Due Diligence for acquisitions and transition programs post acquisition.
- SAMHSA Sponsor for 10+ OTP Programs.

10/15-Present CARF International Tucson, AZ
CARF Surveyor

- Act as administrative surveyor in team lead role for all surveys conducted
- Conduct original, renewal, and supplemental OTP surveys at various OTP organizations both large and small
- Participate and maintain compliance with CARF continued education requirements.
- Substantial knowledge of CARF Standards.
- Responsible for the coordination, supervision, and monitoring of survey process, report compiling, and submission.

11/14-11/15 MedMark Services, Inc. Lewisville, TX
Regional Director of Operations

- Oversee company operations to insure production efficiency, quality, customer service and cost effective management of resources.
- Participate and maintain compliance with regulatory bodies (SAMHSA, COMAR, DEA, CARF, HIPAA)
- Plan, develop and implement strategies for generating revenue opportunities.
- Review statistical reports and financial statements to determine progress

and implement improvement plans where indicated.
- Responsible for the coordination, supervision, and monitoring of human resources activities and policies and procedures.
- Build and develop leadership teams and individuals accountable for performance objectives.

1/13-11/14 MATT Program/MedMark Treatment Center Belcamp, MD
Program Director
- Maintain all operations and performance of OTP
- Participate and maintain compliance with regulatory bodies (SAMHSA, COMAR, DEA, CARF, HIPAA)
- Coordinate and conduct all interviewing, hiring, training of all staff members
- Participate in marketing programs and literature development
- Identify and implement strategies to maintain and increase census
- Conduct performance improvement activities and prepare monthly reports.

4/11-1/13 MATT Program Belcamp, MD
Certified Substance Abuse Counselor
- Maintain 50+ caseload of methadone clients and 16+ DUI/DWI Clients
- Provide individualized treatment for the program's population of methadone maintained pregnant females.
- Provide counseling, case management, documentation, group, crisis intervention, treatment planning for clients with both substance abuse and co-occurring disorders.
- Assist in development and implementation of new treatment protocols and program policies. Examples include pregnancy treatment protocol, benzodiazepine use policy, and Inebriated client protocol.

2/10-12/10 NRI Community Services Johnston, RI
Licensed Addictions Specialist
- Maintain 15+ caseload of residential co-occurring/duel diagnosis clients
- Provide counseling, case management, group facilitation, and coordinate aftercare.
- Transport and appear at court hearings for probation, parole, and children's protections services.
- Coordinate with outside agencies and physicians
- Assist with training and development of new staff
- Assist in development and implementation of program policies, rules, and regulations.

4/07-1/10 CODAC II Providence, RI
Licensed Substance Abuse Counselor
- Maintain 60+ caseload of both methadone and fee for service clients
- Provide counseling, case management, documentation, intakes, assessments, crisis intervention, treatment planning for clients with both substance abuse and co-occurring disorders.
- Assist with training of new staff members and interns
- Initiate and facilitate Women's group and facilitate parolee group

CERTIFICATION

- *Previous-Certified Advanced Counselor-Alcohol and Drug (CAC-AD)*
- *Previous-Approved Supervisor Alcohol and Drug*
- *Previous-Certified Chemical Dependency Counselor (CCDC)*
- *Previous-Internationally Certified Alcohol & Other Drug Counselor (CADC)*
- *Previous-Licensed Chemical Dependency Counselor (LCDP)*

EDUCATION

11/12 American Intercontinental University
- *MBA-Specialization in Healthcare Management*

8/04-6/07 Rhode Island College Providence, RI
- *Bachelors of Arts / Psychology*
- *Bachelors of Science / Chemical Dependency Addiction Studies*

Frank Baumann
Executive Vice President & Chief Operating Officer
BayMark Health Services, Inc.

Frank Baumann was appointed Chief Operating Officer of BayMark Health Services in December of 2015. Frank joined MedMark as Vice President of Development in April of 2009. Frank is a seasoned senior executive with over twenty years of psychiatric and substance abuse experience. His vast array of management expertise includes national multi-site operations, strategic planning, business development and finance.

Frank came to MedMark from Horizon Health Corporation where he spent over a decade in key leadership roles including President of Hospital Services, President of Contract Management Services and Senior Vice President of Operations. Prior to his term with Horizon Health, Frank spent several years with Mountain Crest Behavioral Healthcare System in Fort Collins, Colorado as CEO as well as Controller. Frank earned a Bachelor of Science Degree in Business Administration – Accounting from Colorado State University and a MBA from the University of Denver.

John Garbarino
Partner, Webster Capital
Tel: 781 419 1505
E-mail: jgarbarino@webstercapital.com

Mr. Garbarino is a Partner in the healthcare services practice at Webster. Mr. Garbarino has been both a private equity investor and an operating executive in private equity backed companies for over 30 years. Mr. Garbarino has spent the last 22 years in CEO roles for three healthcare services companies. He brings extensive transaction and operating experience including 40 M&A transactions, 10 joint ventures, and 2 public offerings. Upon Fund II's acquisition of Epic Health Services, Mr. Garbarino became CEO. Prior to joining Epic in 2010, he was President/CEO of Freedom Home Healthcare, also backed by Webster, starting in 2008. Freedom Home Healthcare merged into Epic in 2012. Mr. Garbarino currently serves as both a Webster Partner and as Executive Chairman of Epic. A new President was hired by Epic in January 2014, who will be promoted to CEO by year end. Mr. Garbarino will remain as Chairman of Epic until it is sold by Fund II. Prior to Epic/Freedom, Mr. Garbarino was President/CEO of EyeTel Imaging, an ophthalmic telemedicine company backed by Bain Capital Ventures and Radius Ventures and sold to Neurometrix. Mr. Garbarino was founder and President/CEO of Occupational Health + Rehabilitation, which he built into the third largest national occupational healthcare provider. The company was publicly traded from 1996 until its sale to Concentra in 2005. Earlier in his career Mr. Garbarino held various senior positions including General Partner with two private equity and venture capital firms, Foster Management Company and Fairfield Venture Partners, of which he was a co-founder, and Business Development Services, Inc., the venture capital arm of General Electric Company. Mr. Garbarino began his career as a CPA with Ernst and Whinney. In addition to Epic Health Services, Mr. Garbarino also sits on the board of Discovery Practice Management, Behavioral Health Holdings, Pharmalogic and HQRC Management Services. He is a graduate of Boston College and the Amos Tuck School at Dartmouth College.

Daniel Gutschenritter
Chief Financial Officer
BayMark Health Services, Inc.

Dan Gutschenritter is Chief Financial Officer of BayMark Health Services,. Dan joined MedMark Services as Chief Financial Officer in October 2012. He has over twenty years of experience in the fields of finance and operations management. Priorto MedMark, Dan had been the Chief Financial Officer for Medical Clinic of North Texas, P.A. (MCNT).

Other roles include serving as the Chief Financial Officer and Administrative Officer of Partners Imaging LP, a company which developed and managed imaging joint ventures with physician groups. Dan has extensive experience working in both public and private equity backed organizations having raised in excess of $350 million in new capital over the course of his career. Dan received his MBA from the Fuqua School of Business at Duke University and completed his undergraduate work at the University of Wisconsin.

EVAN KLETTER, Ph.D.

Board Member, BayMark Health Services

With over twenty five years of experience in behavioral health care management and operations, Dr. Evan Kletter joined BayMark Health Services in January 2016 as an Executive Vice President. He currently serves as a Board Member of BayMark Health Services. He also retains his position of thirteen years as BAART Programs' Chief Executive Officer.

During his tenure as the CEO of BAART Programs, Dr. Kletter has helped the company expand its opioid treatment services to five states, doubling the number of patients served. Dr. Kletter led the organization's participation in a federal pilot accreditation project as two BAART clinics were among the first in the country to become CARF accredited. Dr. Kletter has authored and coauthored a number of published articles on substance abuse and health care topics. He has also authored several posters that were presented to the American Association of the Treatment of Opiate Dependence's (AATOD) international conference. Dr. Kletter received a bachelor's degree from the University of San Francisco, a master's degree in psychology from J.F.K. University and a doctorate in clinical psychology from Alliant University.

Jason Kletter, Ph.D.
President
BayMark Health Services, Inc.

Dr. Jason Kletter is the President of BayMark Health Services and Bay Area Addiction Research and Treatment (BAART) Programs. He has worked for over twenty years in operational, management and executive roles. Dr. Kletter also serves as the President of the California Opioid Maintenance Providers (COMP) group, representing the state association with the largest group of opioid treatment providers in the country; as well as serving on the board of the American Association for the Treatment of Opioid Dependence (AATOD).

Dr. Kletter works regularly with local, state and federal government officials to advise on regulations, policy, funding, and health care trends. Dr. Kletter has served as advisor to the California State Department of Alcohol and Drug Programs on many committees including the narcotic treatment program advisory committee, the California outcome management system workgroup, the counselor certification advisory committee and the continuum of services system redesign. He has also participated in federal center for substance abuse treatment initiatives, advising on accreditation guidelines and evaluating training curricula for opioid treatment program physicians, as well as advising state legislators working to craft sound policy for legislation. Dr. Kletter earned his doctorate in organizational psychology in 2001.

Michelle Kletter
Vice President, Primary Care and Behavioral Health
BayMark Health Services, Inc.

Michelle is the Vice President of Primary Care and Behavioral Health at BayMark Health Services. She is responsible for the integration of primary medical and mental health services that are provided throughout BayMark clinics, operated under the BAART Programs and MedMark Treatment Centers brands.

Michelle brings more than ten years of experience to the role, focused on creating an integration strategy to add primary care services to existing substance use disorder services in an effort to address the multiple health needs of the patients served. She successfully led the BAART Programs' initiative integrated programs at four clinics in 2002 to now offering combined services at thirteen clinics, and has competently expanded the scope of services provided to our patients to improve their overall health. Michelle has received multiple awards and honors recognizing her contributions to the field. She studied at Bryn Mawr College in Bryn Mawr, Pennsylvania.

David Malm
Co-Managing Partner, Webster Capital
Tel: 781 419 1504
E-mail: dmalm@websterCapital.com

David Malm is the Co-Managing Partner of Webster Capital and leads Webster's healthcare investment practice. David Joined Webster Capital in 2007 concurrent with the launch of Webster Fund II ($200M) and has led all of Webster's healthcare investments including Comfort Keepers, Epic Health Services, Freedom Home Health, Discovery Practice Management, Prospira Pain Care, Conisus, Loving Care Agency, PharmaLogic, HQRC and BayMark Health Services. Prior to joining Webster Capital, David spent 15 years at Halpern Denny & Company (led by the co-founder of Bain & Company) where he led healthcare investments in cardiac diagnostic imaging, radiation oncology, hospice, physical therapy, and sleep therapy. He also led investments in the consumer and media sectors including such companies as Barneys New York, Nextwave Telecom, Picturetel, Hollywood Digital and Todd-AO.

David began his private equity career in 1987 at Bain Capital. Prior to Bain Capital, David worked in strategy consulting at Bain & Company and also worked in the M&A investment banking practice at Morgan Stanley & Company. He has a BA from Brown University and an MBA from Harvard University.

Susan Meyercord
Vice President, Chief Compliance Officer and General Counsel
BayMark Health Services, Inc.

Susan Meyercord joined MedMark Services as General Counsel in February 2010, and now serves BayMark Health Services in that capacity. Prior to joining MedMark she was a trial attorney with the U.S. Department of Labor Office of the Solicitor where she prosecuted a variety of cases in federal and administrative courts. Susan also previously worked in regulatory compliance for a large dental benefits company. Susan received her Bachelor of Arts from Colgate University and her law degree from the University of Texas School of Law.

Jerry Rhodes

Executive Chairman, BayMark Health Services

Jerry most recently was the CEO of CRC Health one of the nation's largest providers of Behavioral Healthcare. CRC was a Bain Capital sponsored company and was recently sold to Acadia Healthcare for $1.3B. This deal constituting one of the largest ever in behavioral healthcare. Jerry joined CRC Health Group in 2003 and was instrumental in developing it into the nation's largest provider of behavioral treatment services, with over 100 facilities nationwide and nearly $450m in revenue. CRC operated a broad array of programs across the behavioral healthcare spectrum, from acute psychiatric hospitals to outpatient programs in 32 states. Jerry held a number of senior operating roles at CRC and was appointed COO in 2010. Prior to joining CRC, he was the Chief Executive Officer and co-founder of Comprehensive Addictions Programs Inc. (CAPs). CAPs was a privately held company backed by several venture capital investors that, under Rhodes' leadership, became a national, full-service addiction treatment provider of both residential and opiate treatment. The company was acquired by CRC in February 2003. Before founding CAPS, Jerry had a number of roles focused on development in the long-term care field. Rhodes was the Director of Development for Beverly Enterprises, the nation's largest publicly held nursing home company. Prior to his position at Beverly, he held several business development roles at Manor Care Inc. He holds a B.A. degree from Columbia Union College, with high honors. He is on the Board of Directors of Springstone Hospitals a Welsh Carson sponsored company, Athlectico a Harvest Partners sponsored company and recently joined the board of Community Behavioral Health a company focused on intellectual disabilities and acquired brain injuries. He is also on the Board of the National Association of Psychiatric Health Systems. He is also the recipient of the prestigious Nyswander Dole (Dr. Marie) award for his work in medication-assisted treatment from the American Association of Opiate Treatment Programs.

Elliot Sainer

Education and Healthcare Industry Consultant and Investor

A leader in the behavioral health and education field for over 30 years, Sainer, as the Founder and CEO of Aspen Education Group, led the growth of the company from its inception in 1998 into what became the nation's leading and largest therapeutic education company. He was recognized in 2007 as the Enterpreneur of the Year for the Los Angeles area for consumer services, and was one of four finalists for the National Enterpreneur of the Year Award also in 2007.

Since selling Aspen in 2006 to a Bain Capital owned company, he continues to serve on Boards of Directors and is an active investor in private growth oriented early stage companies in the education and health care fields. He is also the immediate past Chairman of the Board for the Alzheimers Association of Greater Los Angeles area, Board member (and Treasurer) of Ednovate, a USC affiliated Charter School company in Los Angeles and active in other non-profit activities.

David K. White, Ph.D.
Chief Executive Officer
BayMark Health Services, Inc.

With more than two decades of health care administration experience in psychiatric care and substance abuse, physical rehabilitation, long term care and acute hospital services, Dr. David White joined MedMark as President and CEO in January of 2008. He grew the company from 3 clinics in California to 22 clinics in 5 states, and from operating losses to over $10M in EBITDA. In December 2015, he assumed the role of CEO for BayMark Health Services, the newly formed parent company of MedMark Treatment Centers and BAART Programs.

Prior to joining the company, he served as President, Hospital Management Services for Nashville-based Psychiatric Solutions, Inc. Prior to that, he was President and Chief Operating Officer of Horizon Health Corporation, managing over 180 hospital locations and overseeing rapid expansion and acquisition strategies, resulting in the acquisition of 15 hospitals until the company merged with Psychiatric Solutions in 2007. Prior to Horizon, Dr. White was the CEO of Charles River Health Management, a psychiatric contract management company in Boston and at Charles River Hospital, a specialty psychiatric and substance abuse hospital also in Massachusetts. He received a bachelor's degree in science from Tufts University in Medford, Massachusetts, and obtained master's and doctoral degrees in clinical psychology from Vanderbilt University in Nashville.

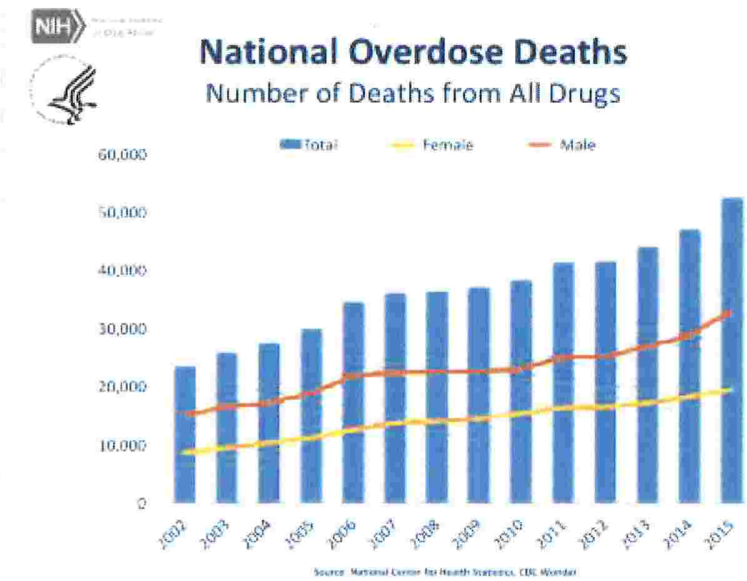
SCHEDULE 5C

National Institute on Drug Abuse
Advancing Addiction Science

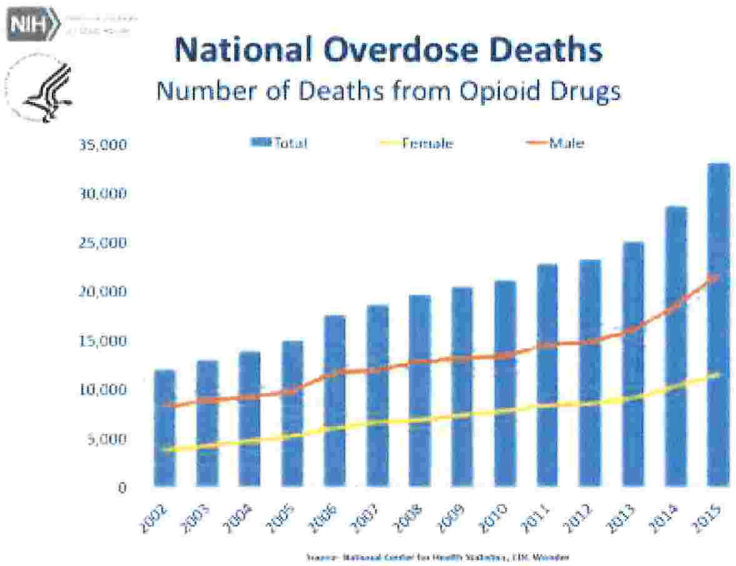
Overdose Death Rates

Revised January 2017

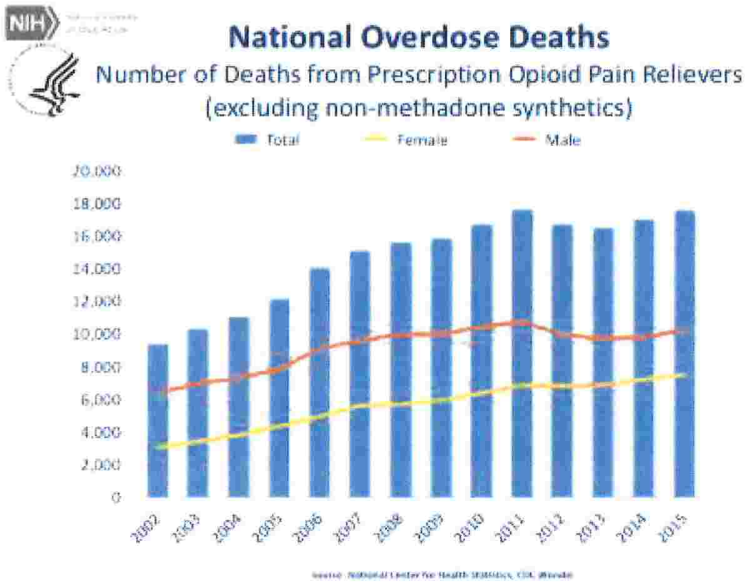
The U.S. government does not track death rates for every drug. However, the National Center for Health Statistics at the Centers for Disease Control and Prevention does collect information on many of the more commonly used drugs. The CDC also has a searchable database, called CDC Wonder.



National Overdose Deaths—Number of Deaths from All Drugs. The figure above is a bar chart showing the total number of U.S. overdose deaths involving all drugs from 2002 to 2015. The chart is overlayed by a line graph showing the number of deaths of females and males. From 2002 to 2015 there was a 2.2-fold increase in the total number of deaths.

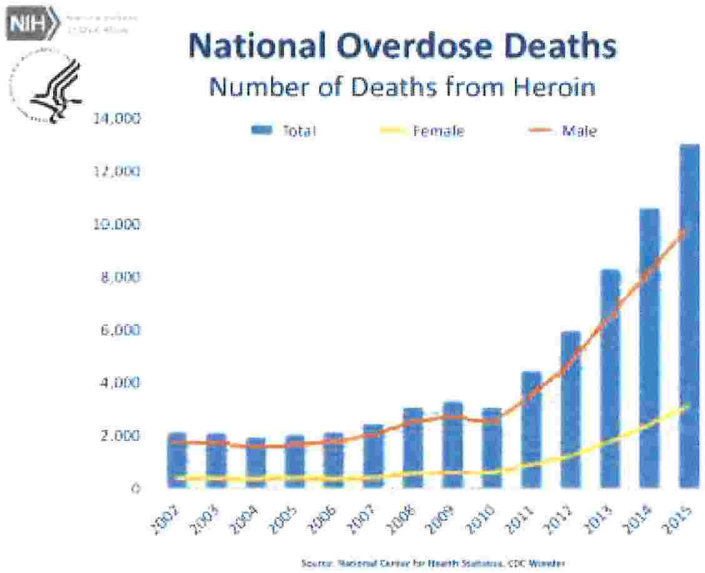


National Overdose Deaths—Number of Deaths from Opioid Drugs. The figure above is a bar chart showing the total number of U.S. overdose deaths involving opioid drugs from 2002 to 2015. Included in this number are opioid analgesics, along with heroin and illicit synthetic opioids. The chart is overlayed by a line graph showing the number of deaths of females and males. From 2002 to 2015 there was a 2.8-fold increase in the total number of deaths.

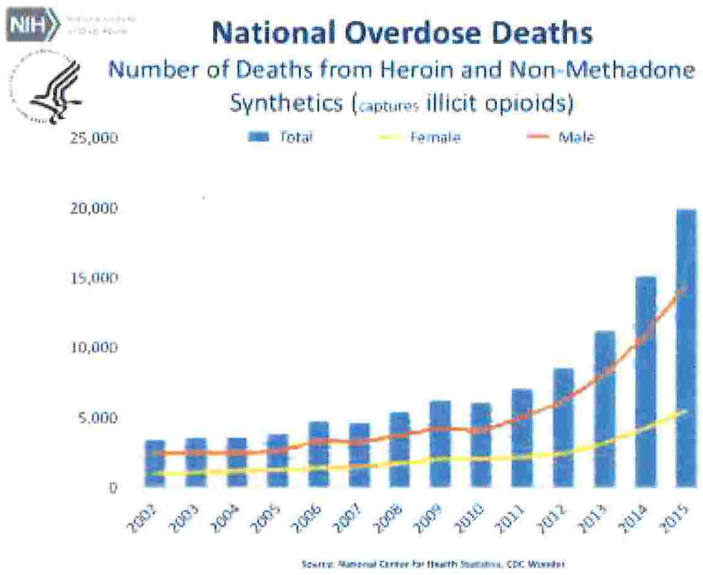


National Overdose Deaths—Number of Deaths from Prescription Opioid Pain Relievers (excluding non-methadone synthetics). The figure above is a bar chart showing the total number of U.S.

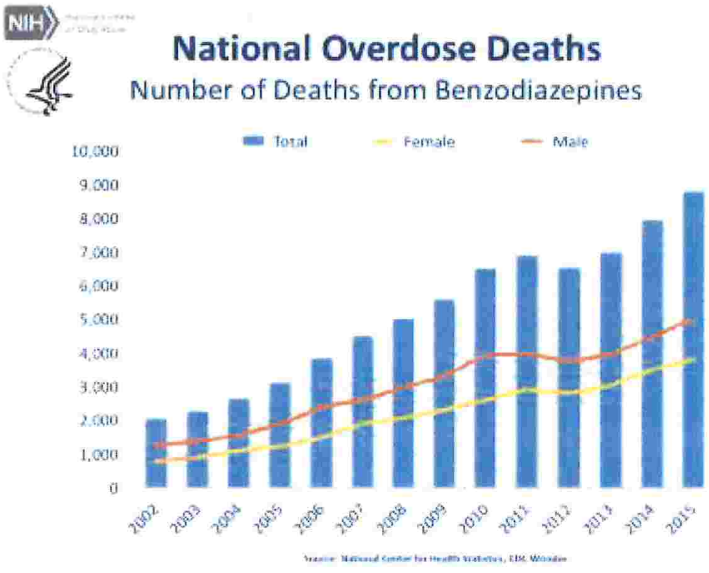
overdose deaths involving opioid pain relievers (excluding non-methadone synthetics) from 2002 to 2015. Non-methadone synthetics is a category dominated by illicit fentanyl, and has been excluded to more accurately reflect deaths from prescription opioids. The chart is overlayed by a line graph showing the number of deaths of females and males. From 2002 to 2011 there was a 1.9-fold increase in the total number of deaths, but it has remained relatively stable since then.



National Overdose Deaths—Number of Deaths from Heroin. The figure above is a bar chart showing the total number of U.S. overdose deaths involving heroin from 2002 to 2015. The chart is overlayed by a line graph showing the number of deaths of females and males. From 2002 to 2015 there was a 6.2-fold increase in the total number of deaths.

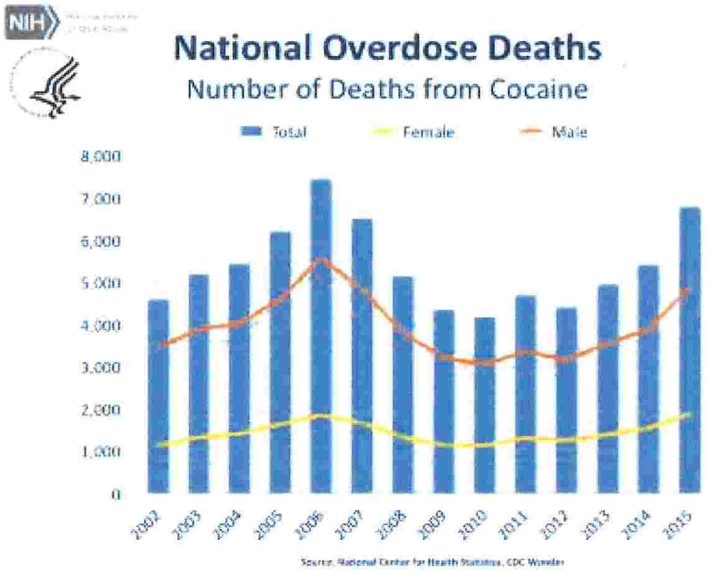


National Overdose Deaths—Number of Deaths from Heroin and Non-Methadone Synthetics. The figure above is a bar chart showing the total number of U.S. overdose deaths involving heroin and non-methadone synthetics from 2002 to 2015. The latter category is dominated by illicit fentanyl overdose; when combined with heroin, these numbers capture illicit opioid deaths. The chart is overlayed by a line graph showing the number of deaths of females and males. From 2002 to 2015 there was a 5.9-fold increase in the total number of deaths.

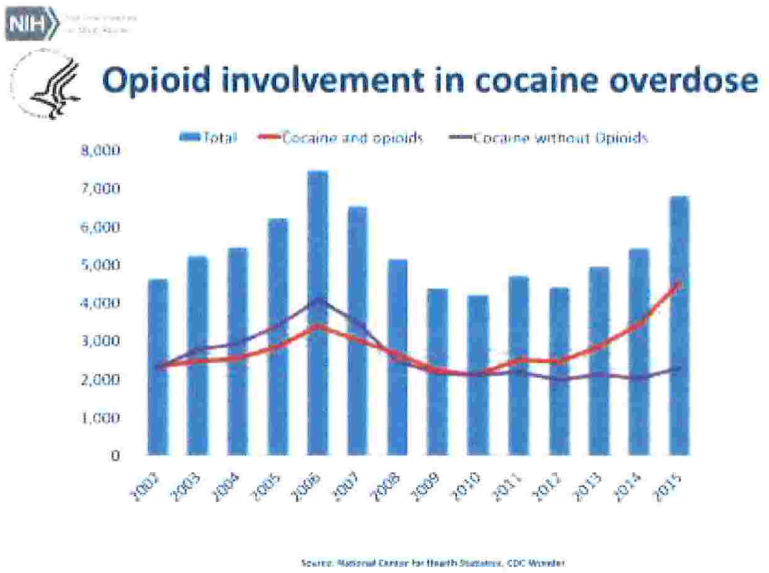


National Overdose Deaths—Number of Deaths from Benzodiazepines. The figure above is a bar chart showing the total

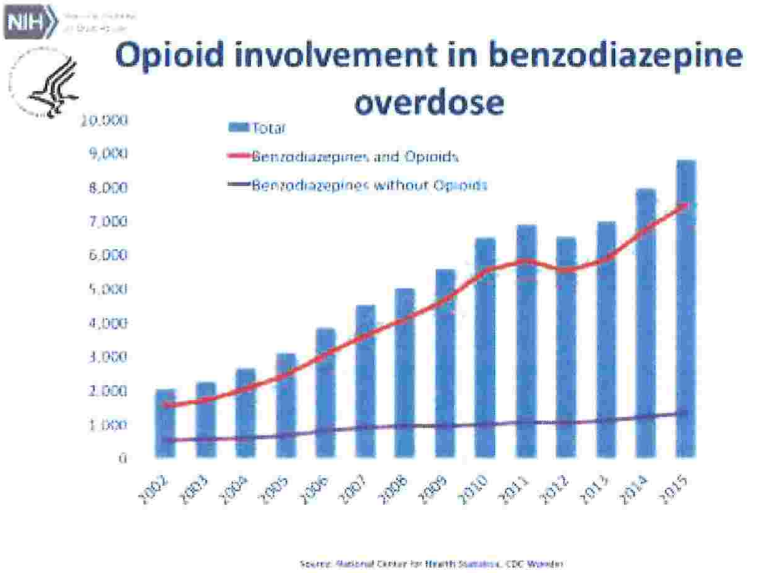
number of U.S. overdose deaths involving benzodiazepines from 2002 to 2015. The chart is overlayed by a line graph showing the number of deaths of females and males. From 2002 to 2015 there was a 4.3-fold increase in the total number of deaths.



National Overdose Deaths—Number of Deaths from Cocaine. The figure above is a bar chart showing the total number of U.S. overdose deaths involving cocaine from 2002 to 2015. The chart is overlayed by a line graph showing the number of deaths of females and males. From the lowest number in 2010 to 2015, there's been a 1.6-fold increase in the total number of deaths.



National Overdose Deaths—Number of Deaths from Cocaine, with and without opioids. The figure above is a bar chart showing the total number of U.S. overdose deaths involving cocaine from 2002 to 2015, with the red line representing the number of cocaine deaths that also involved opioids, and the purple line representing cocaine deaths that did not involve opioids. These categories were equal in 2010. Since then, deaths involving both cocaine and opioids have more than doubled, while cocaine deaths not involving opioids have increased by only nine percent.



National Overdose Deaths—Number of Deaths from Benzodiazepines, with and without opioids. The benzodiazepines

from 2002 to 2015, with the red line representing the number of benzodiazepine deaths that also involved opioids, and the purple line representing benzodiazepine deaths that did not involve opioids. From 2002-2015, benzodiazepine deaths involving opioids increased two fold more than those not involving opioids.

- View/download supporting data document (XLS, 333KB)
- View/download (PPT, 1MB)

This page was last updated January 2017

National Institute on Drug Abuse

National Overdose Deaths from Select Prescription and Illicit Drugs

All underlying causes of death*

Source: National Center on Health Statistics, CDC WONDER

	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Total Overdose Deaths	16,849	17,415	19,394	23,518	25,785	27,424	29,813	34,425	36,010	36,450	37,004	38,329	41,340	41,502	43,982	47,055	52,404
Female	5,591	5,852	6,736	8,490	9,386	10,304	11,089	12,532	13,712	13,982	14,411	15,323	16,352	16,390	17,183	18,243	19,447
Male	11,258	11,563	12,658	15,028	16,399	17,120	18,724	21,893	22,298	22,468	22,593	23,006	24,988	25,112	26,799	28,812	32,957
Prescription Drugs[1]	7,523	7,885	9,197	11,529	12,640	14,153	15,352	18,559	19,601	20,044	20,848	22,134	22,810	22,114	22,767	25,760	29,728
Female	3,011	3,196	3,790	4,765	5,191	5,980	6,351	7,553	8,251	8,275	8,740	9,292	9,771	9,632	10,019	11,181	12,218
Male	4,512	4,689	5,407	6,764	7,449	8,173	9,001	11,006	11,350	11,769	12,108	12,842	13,039	12,482	12,748	14,579	17,510
Opioid Pain Relievers[2]	4,030	4,400	5,528	7,456	8,517	9,857	10,928	13,723	14,408	14,800	15,597	16,651	16,917	16,007	16,235	18,893	22,598
Female	1,787	1,534	1,969	2,761	3,173	3,758	4,188	5,058	5,630	5,733	6,213	6,631	6,903	6,745	6,992	7,924	8,786
Male	2,743	2,866	3,559	4,695	5,344	6,099	6,740	8,665	8,778	9,067	9,384	10,020	10,014	9,262	9,243	10,969	13,812
Benzodiazepines[3]	1,135	1,298	1,594	2,022	2,248	2,627	3,084	3,835	4,500	5,010	5,567	6,497	6,872	6,524	6,973	7,945	8,791
Female	420	480	614	763	885	1,079	1,209	1,472	1,894	2,046	2,281	2,579	2,902	2,789	3,026	3,487	3,779
Male	715	818	980	1,259	1,363	1,548	1,875	2,363	2,606	2,964	3,286	3,918	3,970	3,735	3,947	4,458	5,012
Illicit Drugs[4]	5,630	5,309	5,556	6,838	7,653	7,911	8,923	10,039	9,418	8,612	8,446	8,408	10,284	11,641	14,775	17,465	21,823
Female	1,190	1,164	1,284	1,627	1,854	2,001	2,251	2,456	2,301	2,055	2,043	2,159	2,636	2,957	3,707	4,472	5,770
Male	4,440	4,145	4,272	5,211	5,799	5,910	6,672	7,583	7,117	6,557	6,403	6,249	7,648	8,684	11,068	12,993	16,053
Cocaine[5]	3,822	3,544	3,833	4,599	5,199	5,443	6,208	7,448	6,512	5,129	4,350	4,183	4,681	4,404	4,944	5,415	6,784
Female	850	843	957	1,143	1,322	1,405	1,620	1,860	1,665	1,322	1,141	1,132	1,314	1,262	1,376	1,535	1,899
Male	2,972	2,701	2,876	3,456	3,877	4,038	4,588	5,588	4,847	3,807	3,209	3,051	3,367	3,142	3,568	3,880	4,885
Heroin[6]	1,960	1,842	1,779	2,089	2,080	1,878	2,009	2,088	2,399	3,041	3,278	3,036	4,397	5,925	8,257	10,574	12,989
Female	306	279	313	359	358	341	389	344	399	551	577	584	878	1,213	1,732	2,414	3,108
Male	1,654	1,563	1,466	1,730	1,722	1,537	1,620	1,744	2,000	2,490	2,701	2,452	3,519	4,712	6,525	8,160	9,881
Opioids[7]	8,048	8,407	9,492	11,917	12,939	13,755	14,917	17,545	18,515	19,582	20,422	21,088	22,784	23,164	25,050	28,647	33,091
Female	2,057	2,264	2,766	3,759	4,137	4,642	5,161	5,945	6,581	6,819	7,287	7,733	8,325	8,431	9,054	10,227	11,420
Male	5,991	6,143	6,726	8,158	8,802	9,113	9,756	11,600	11,934	12,763	13,135	13,355	14,459	14,733	15,996	18,420	21,671
Opioid Pain Relievers[2]	4,030	4,400	5,528	7,456	8,517	9,857	10,928	13,723	14,408	14,800	15,597	16,651	16,917	16,007	16,235	18,893	22,598
Female	1,287	1,534	1,969	2,761	3,173	3,758	4,188	5,058	5,630	5,733	6,213	6,631	6,903	6,745	6,992	7,924	8,786
Male	2,743	2,866	3,559	4,695	5,344	6,099	6,740	8,665	8,778	9,067	9,384	10,020	10,014	9,262	9,243	10,969	13,812
Opioid Pain Relievers other than synthetic opioids[8]	6,158	6,462	7,389	9,349	10,266	11,000	12,068	13,989	15,046	15,560	15,800	16,655	17,552	16,652	16,443	16,941	17,536
Female	1,578	1,773	2,176	3,030	3,360	3,767	4,265	4,924	5,528	5,628	5,865	6,308	6,834	6,743	6,796	7,143	7,429
Male	4,580	4,689	5,213	6,319	6,906	7,233	7,803	9,065	9,518	9,932	9,935	10,347	10,718	9,909	9,647	9,798	10,107
Heroin[6]	1,960	1,842	1,779	2,089	2,080	1,878	2,009	2,088	2,399	3,041	3,278	3,036	4,397	5,925	8,257	10,574	12,989
Female	306	279	313	359	358	341	389	344	399	551	577	584	878	1,213	1,732	2,414	3,108
Male	1,654	1,563	1,466	1,730	1,722	1,537	1,620	1,744	2,000	2,490	2,701	2,452	3,519	4,712	6,525	8,160	9,881
Synthetic Opioids other than Methadone[9]	730	782	957	1,295	1,400	1,664	1,742	2,707	2,213	2,306	2,946	3,007	2,666	2,628	3,105	5,544	9,580
Female	330	374	447	614	643	798	823	1,030	1,053	1,083	1,445	1,440	1,247	1,195	1,431	2,079	3,020
Male	400	408	510	681	757	866	919	1,677	1,160	1,223	1,501	1,567	1,419	1,433	1,674	3,465	6,560
Illicit Opioids (Heroin and Synthetic Opioids other than Methadone)[10]	2,675	2,606	2,721	3,369	3,464	3,529	3,717	4,682	4,599	5,319	6,195	5,998	7,019	8,484	11,153	15,091	19,884
Female	632	646	756	968	998	1,133	1,203	1,349	1,449	1,621	2,012	2,016	2,114	2,389	3,105	4,218	5,458
Male	2,043	1,960	1,965	2,401	2,466	2,396	2,514	3,333	3,150	3,698	4,183	3,982	4,905	6,095	8,048	10,873	14,426

*Includes deaths with underlying causes of unintentional drug poisoning (X40–X44), suicide drug poisoning (X60–X64), homicide drug poisoning (X85), or drug poisoning of undetermined intent (Y10–Y14), as coded in the International Classification of Diseases, 10th Revision.

[1]Prescription Drugs ICD-10 codes (T36-T39, T40.2-T40.4, T41-T43.5, and T43.8-T50.8)

[2]Opioid pain relievers includes other opioids, methadone, other synthetic narcotics. ICD-10 codes (T40.2-T40.4)

[3]Benzodiazepines ICD-10 code(T42.4)

[4]Illicit Drugs ICD-10 codes (T40.1, T40.5, T40.7--T40.9, and T43.6)

[5]Cocaine ICD-10 codes (T40.5)

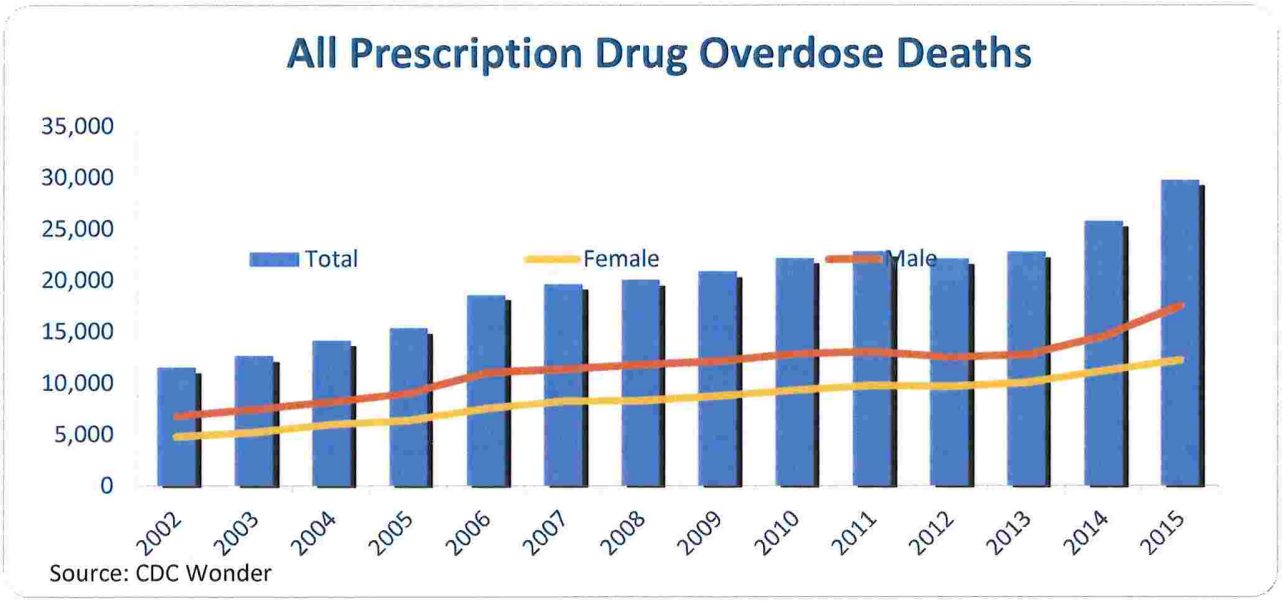
[6]Heroin ICD-10 codes (T40.1)

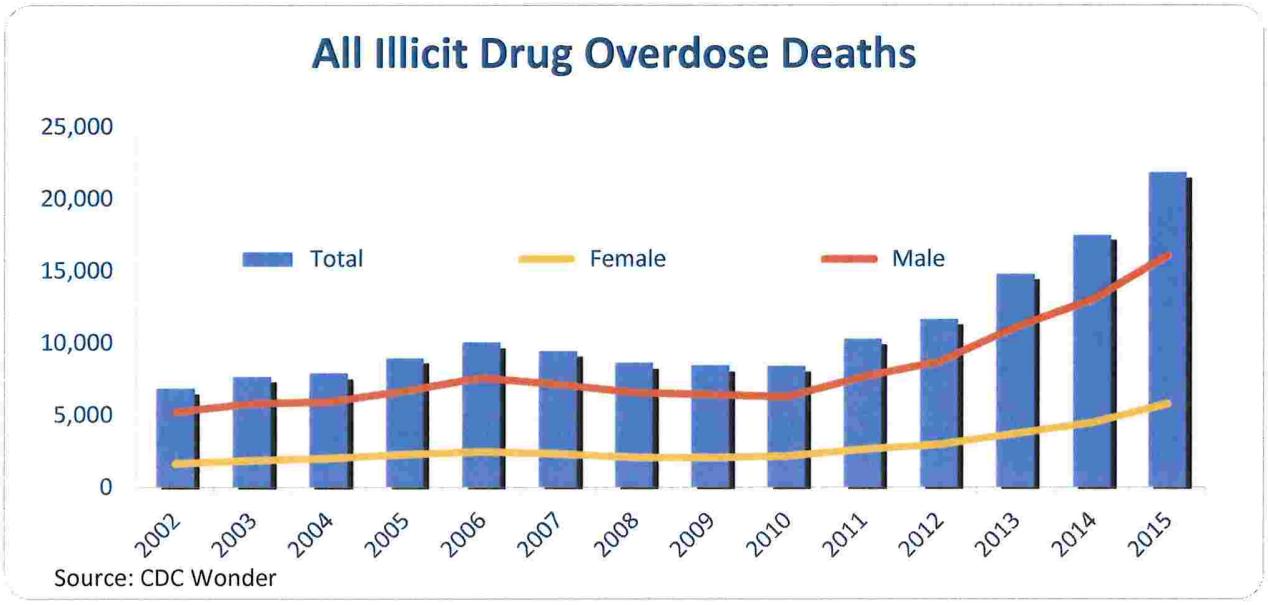
[7]Opioids ICD-10 codes (T40.1-T40.4 & T40.6)

[8] Opioid Pain relievers (other than synthetic opioids) ICD-10 codes (T40.2, T40.3, & T40.6) excluding the category predominated by illicit fentanyl

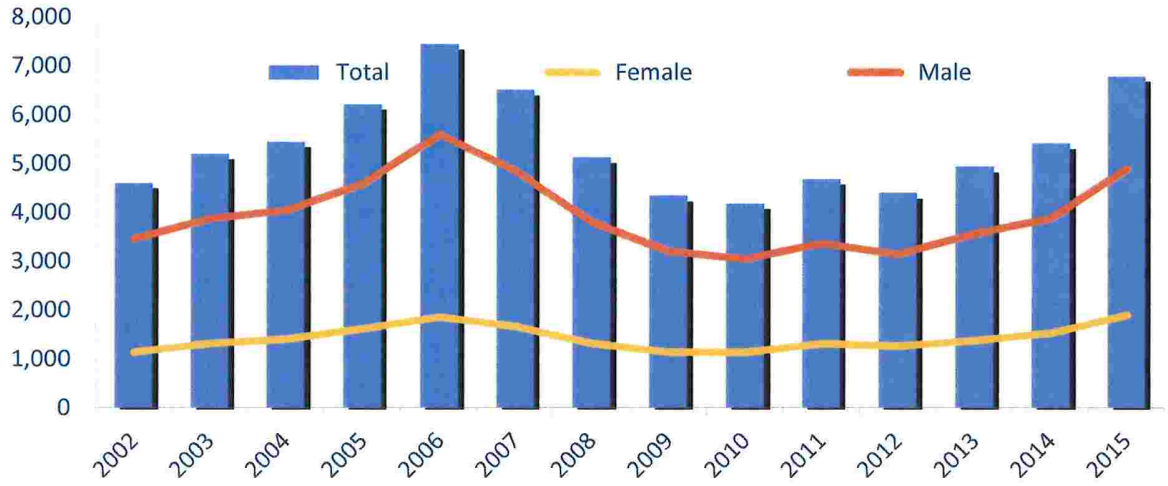
[9]Synthetic Opioids (other than methadone) ICD-10 codes (T40.4) This category is dominated by fentanyl related overdoses.

[10]Illicit Opioids ICD-10 codes (T40.1, T40.4).


All Prescription Drug Overdose Deaths
35,000
30,000
25,000
20,000
15,000
10,000
5,000
0
Total
Female
Male
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
Source: CDC Wonder

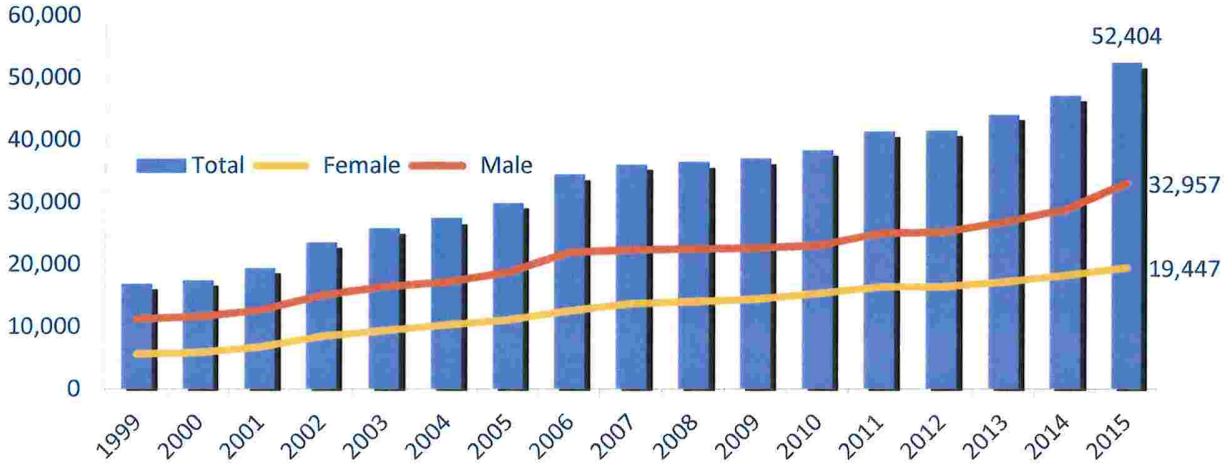

All Illicit Drug Overdose Deaths
25,000
20,000
15,000
10,000
5,000
0
Total
Female
Male
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
Source: CDC Wonder

Cocaine Overdose Deaths

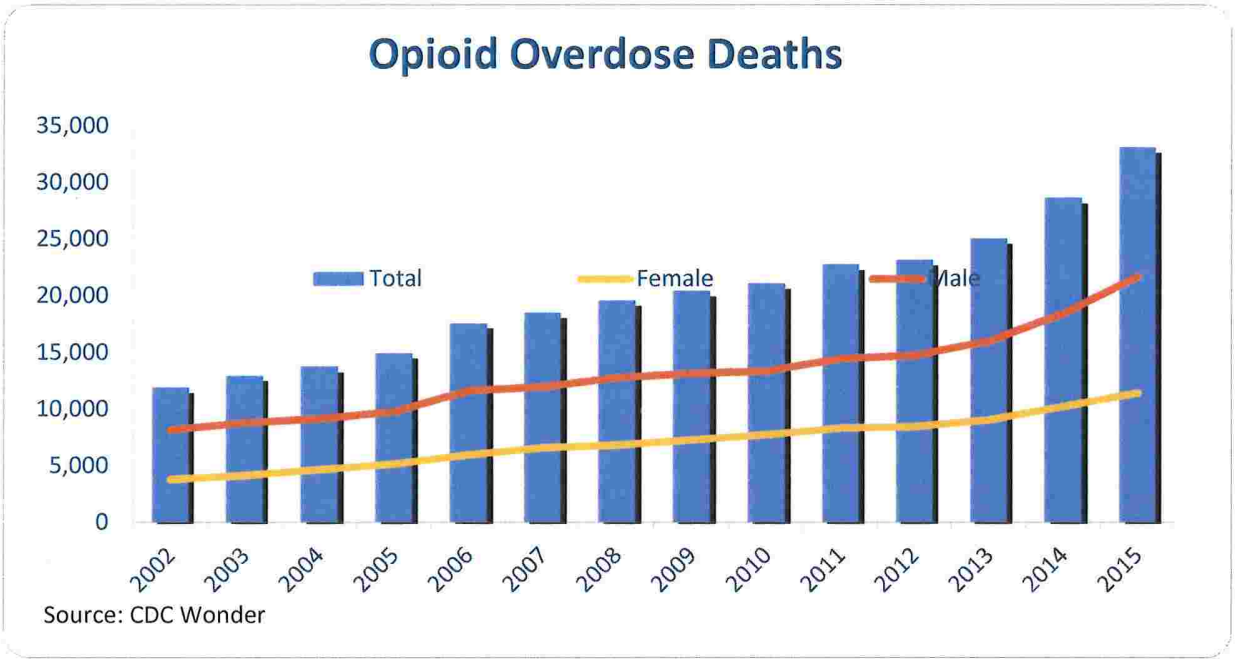


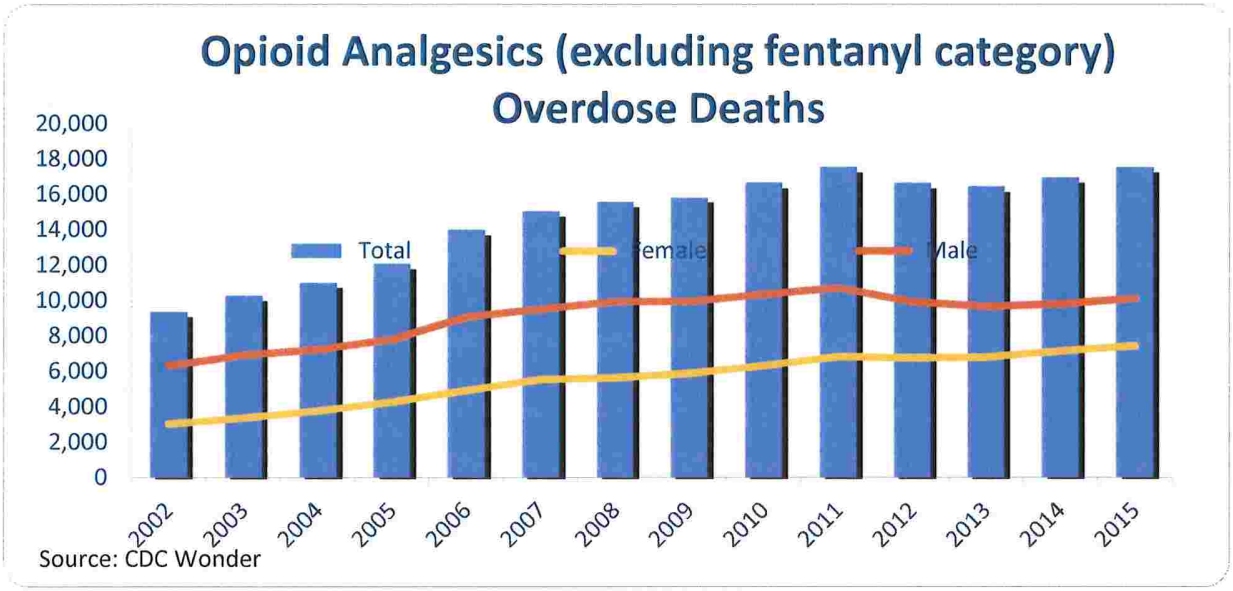
Source: CDC Wonder

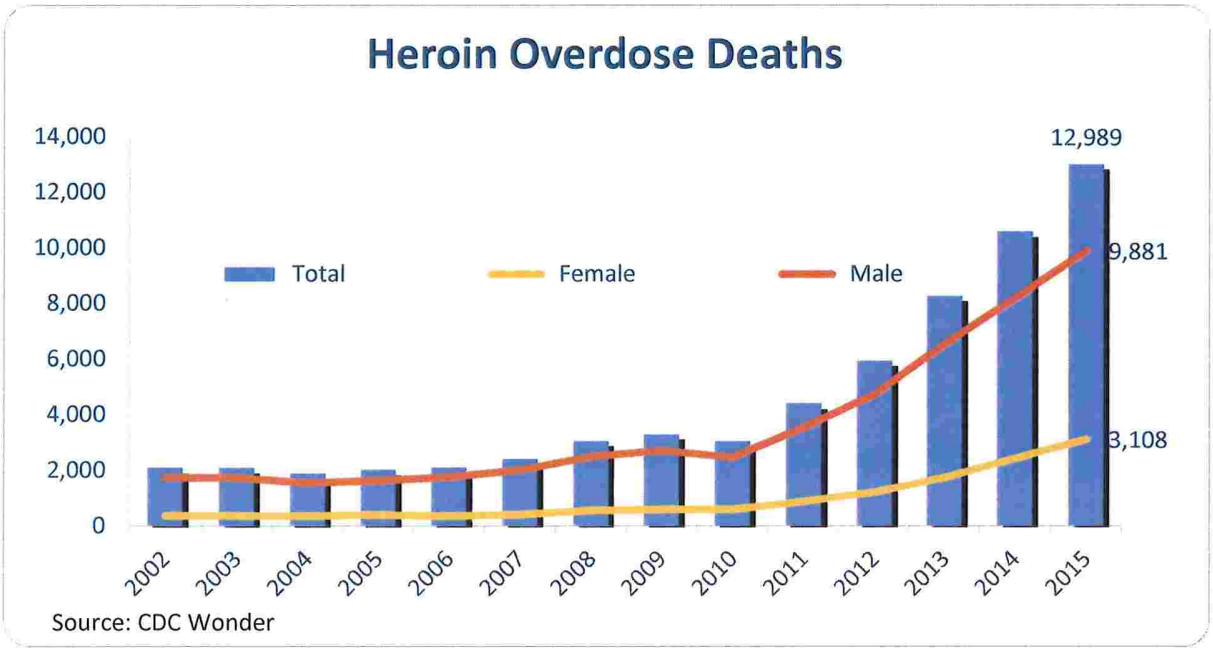
Total Overdose Deaths

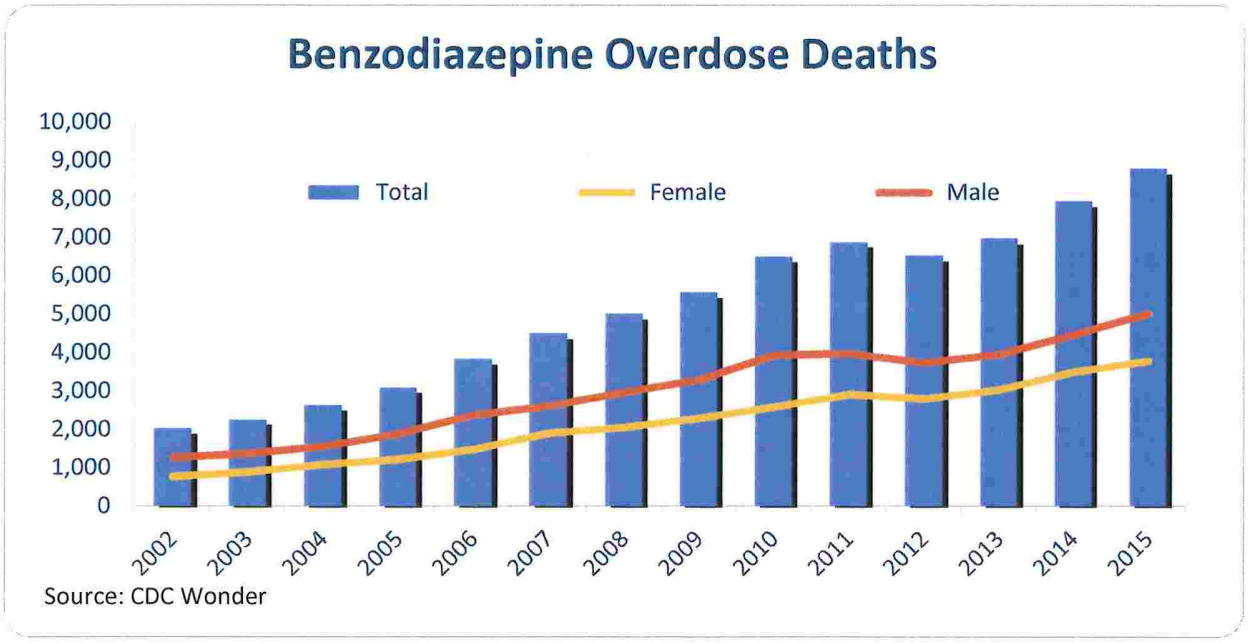


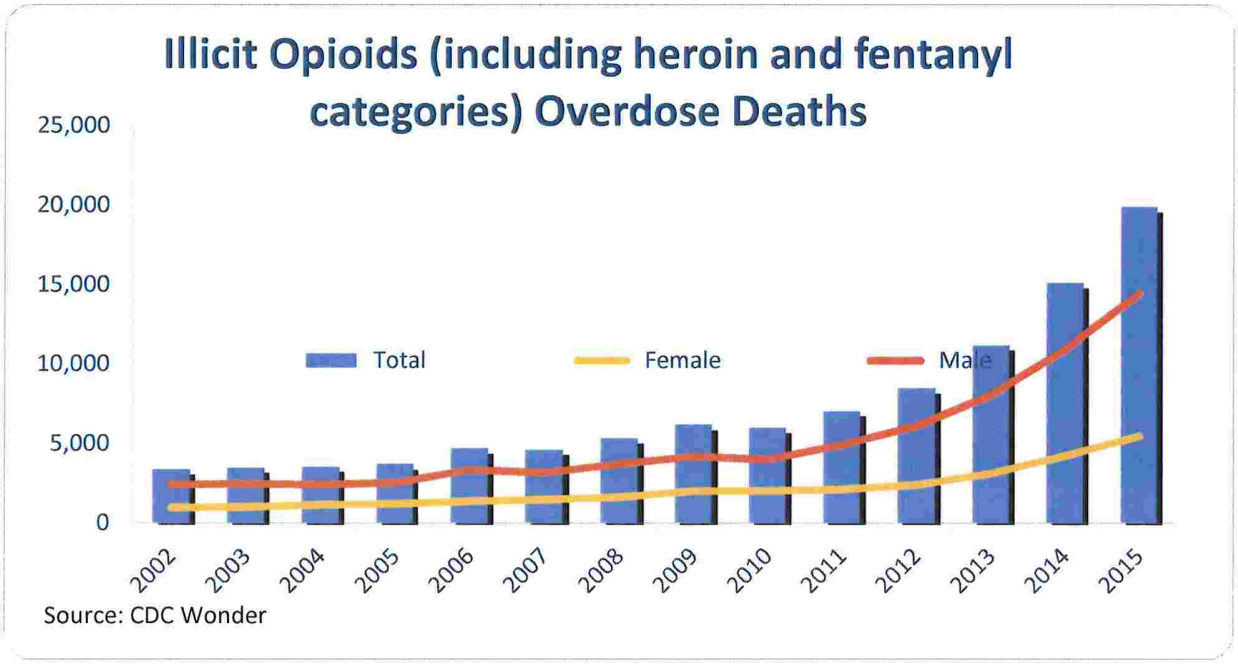
Source: CDC Wonder
Includes intentional, unintentional and undetermined deaths


Opioid Overdose Deaths
35,000
30,000
25,000
20,000
15,000
10,000
5,000
0
Total
Female
Male
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
Source: CDC Wonder


Opioid Analgesics (excluding fentanyl category)
Overdose Deaths
20,000
18,000
16,000
14,000
12,000
10,000
8,000
6,000
4,000
2,000
0
Total
Female
Male
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
Source: CDC Wonder


Heroin Overdose Deaths
14,000
12,000
10,000
8,000
6,000
4,000
2,000
0
Total
Female
Male
12,989
9,881
3,108
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
Source: CDC Wonder


Benzodiazepine Overdose Deaths
10,000
9,000
8,000
7,000
6,000
5,000
4,000
3,000
2,000
1,000
0
Total
Female
Male
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
Source: CDC Wonder


Illicit Opioids (including heroin and fentanyl categories) Overdose Deaths
25,000
20,000
15,000
10,000
5,000
0
Total
Female
Male
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
Source: CDC Wonder

Source CDC WONDER
EBE 12/8/16

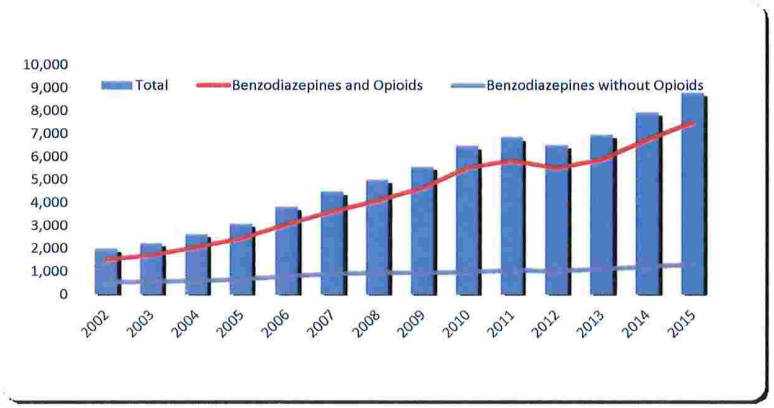
Multiple cause of death, 1999-2013 Query
http://wonder.cdc.gov/mcd.html

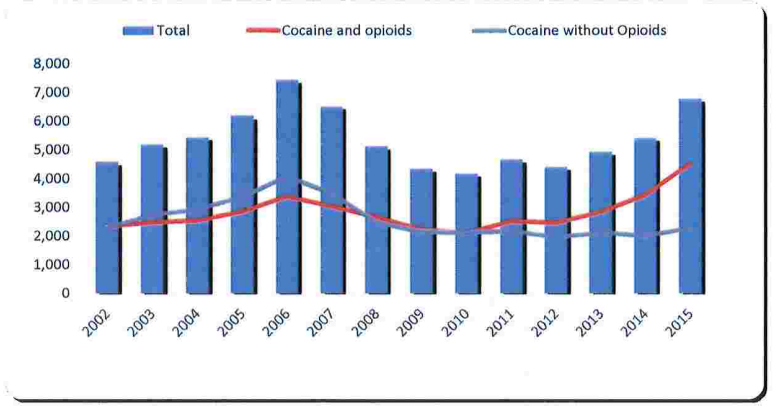
All underlying causes of death*	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	1999-2015 Percent Increase	2014-2015 Percent Increase	1999-2015 Fold Increase	For charts: 2002-2015 Fold Increase
Prescription Drugs	7,523	7,885	9,197	11,529	12,640	14,153	15,352	18,559	19,601	20,044	20,848	22,134	22,810	22,114	22,767	25,760	29,728	295%	15%	4.0	2.6
Female	3,011	3,196	3,790	4,765	5,191	5,980	6,351	7,553	8,251	8,275	8,740	9,292	9,771	9,632	10,019	11,181	12,218	306%	9%	4.1	2.6
Male	4,512	4,689	5,407	6,764	7,449	8,173	9,001	11,006	11,350	11,769	12,108	12,842	13,039	12,482	12,748	14,579	17,510	288%	20%	3.9	2.6
Opioid Analgesics**	4,030	4,400	5,528	7,456	8,517	9,857	10,928	13,723	14,408	14,800	15,597	16,651	16,917	16,007	16,235	18,893	22,598	461%	20%	5.6	3.0
Female	1287	1534	1969	2761	3173	3758	4188	5058	5630	5733	6213	6631	6903	6,745	6,992	7,924	8,786	583%	11%	6.8	3.2
Male	2743	2866	3559	4695	5344	6099	6740	8665	8778	9067	9384	10020	10014	9,262	9,243	10,969	13,812	404%	26%	5.0	2.9
Opioid Analgesics (Other than synthetic opioids) * **	6,158	6,462	7,389	9,349	10,266	11,000	12,068	13,989	15,046	15,560	15,800	16,655	17,552	16,652	16,443	16,941	17,536	185%	4%	2.8	1.9
Female	1578	1773	2176	3030	3360	3767	4265	4924	5528	5628	5865	6308	6834	6,743	6,798	7,143	7,429	371%	4%	4.7	2.5
Male	4580	4689	5213	6319	6906	7233	7803	9065	9518	9932	9935	10347	10718	9,909	9,647	9,798	10,107	121%	3%	2.2	1.6
Benzodiazepines	1,135	1,298	1,594	2,022	2,248	2,627	3,084	3,835	4,500	5,010	5,567	6,497	6,872	6,524	6,973	7,945	8,791	675%	11%	7.7	4.3
Female	420	480	614	763	885	1,079	1,209	1,472	1,894	2,046	2,281	2,579	2,902	2,789	3,026	3,487	3,779	800%	8%	9.0	5.0
Male	715	818	980	1,259	1,363	1,548	1,875	2,363	2,606	2,964	3,286	3,918	3,970	3,735	3,947	4,458	5,012	601%	12%	7.0	4.0
Illicit Drugs	5,630	5,309	5,556	6,838	7,653	7,911	8,923	10,039	9,418	8,612	8,446	8,408	10,284	11,641	14,775	17,465	21,823	288%	25%	3.9	3.2
Female	1,190	1,164	1,284	1,627	1,854	2,001	2,251	2,456	2,301	2,055	2,043	2,159	2,636	2,957	3,707	4,472	5,770	385%	29%	4.8	3.5
Male	4,440	4,145	4,272	5,211	5,799	5,910	6,672	7,583	7,117	6,557	6,403	6,249	7,646	8,684	11,068	12,993	16,053	262%	24%	3.6	3.1
Cocaine	3,822	3,544	3,833	4,599	5,199	5,443	6,208	7,448	6,512	5,129	4,350	4,183	4,681	4,404	4,944	5,415	6,784	77%	25%	1.8	1.5
Female	850	843	957	1,143	1,322	1,405	1,620	1,860	1,665	1,322	1,141	1,132	1,314	1,262	1,376	1,535	1,899	123%	24%	2.2	1.7
Male	2,972	2,701	2,876	3,456	3,877	4,038	4,588	5,588	4,847	3,807	3,209	3,051	3,367	3,142	3,568	3,880	4,885	64%	26%	1.6	1.4
Heroin	1,960	1,842	1,779	2,089	2,080	1,878	2,009	2,088	2,399	3,041	3,278	3,036	4,397	5,925	8,257	10,574	12,989	563%	23%	6.6	6.2
Female	306	279	313	359	358	341	389	344	399	551	577	584	876	1,213	1,732	2,414	3,108	916%	29%	10.2	8.7
Male	1,654	1,563	1,466	1,730	1,722	1,537	1,620	1,744	2,000	2,490	2,701	2,452	3,519	4,712	6,525	8,160	9,881	497%	21%	6.0	5.7
Synthetic opioids other than methadone#	730	782	957	1,295	1,400	1,664	1,742	2,707	2,213	2,306	2,946	3,007	2,666	2,626	3,105	5,544	9,580	1212%	73%	13.1	7.4
Female	330	374	447	614	643	798	823	1030	1053	1083	1445	1440	1247	1,195	1,431	2,079	3,020	815%	45%	9.2	4.9
Male	400	408	510	681	757	866	919	1,677	1,160	1,223	1,501	1,567	1,419	1,433	1,674	3,465	6,560	1540%	89%	16.4	9.6
Illicit Opioids ##	2,675	2,606	2,721	3,369	3,464	3,529	3,717	4,682	4,599	5,319	6,195	5,998	7,019	8,484	11,153	15,091	19,884	643%	32%	7.4	5.9
Female	632	646	756	968	998	1133	1203	1349	1449	1621	2012	2016	2114	2,389	3,105	4,218	5,458	764%	29%	8.6	5.6
Male	2,043	1,960	1,965	2,401	2,466	2,396	2,514	3,333	3,150	3,698	4,183	3,982	4,905	6,095	8,048	10,873	14,426	606%	33%	7.1	6.0

*Includes deaths with underlying causes of unintentional drug poisoning (X40-X44), suicide drug poisoning (X60-X64), homicide drug poisoning (X85), or drug poisoning of undetermined intent (Y10-Y14), as coded in the International Classification of Diseases, 10th Revision.
**Includes other opioids, methadone, other synthetic narcotics (T40.2-T40.4)
*** Excludes category predominated by illicit fentanyl (T40.2, 40.3, 40.6)
# The category predominated by illicit fentanyl (T40.4)
Predominantly heroin and fentanyl (T40.1, T40.4)

All underl	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	fold increase since 2002
Benzod	1,135	1,298	1,594	2,022	2,248	2,627	3,084	3,835	4,500	5,010	5,567	6,497	6,872	6,524	6,973	7,945	8,791	4.347676
Benzodia	701	892	1121	1,511	1,692	2,048	2,429	3,045	3,605	4,070	4,633	5,517	5,826	5,500	5,868	6,733	7,485	4.953673
Benzodia	434	406	473	511	556	579	655	790	895	940	934	980	1,046	1,024	1,105	1,212	1,306	2.555773
Cocaine	3,822	3,544	3,833	4,599	5,199	5,443	6,208	7,448	6,512	5,129	4,350	4,183	4,681	4,404	4,944	5,415	6,784	1.475103
Cocaine a	1962	1834	1885	2,317	2,456	2,522	2,842	3,372	3,027	2,656	2,210	2,086	2,505	2,448	2,831	3,414	4,506	1.944756
Cocaine v	1,860	1,710	1,948	2,282	2,743	2,921	3,366	4,076	3,485	2,473	2,140	2,097	2,176	1,956	2,113	2,001	2,278	0.998247

Benzodiazepines and opioids include ICD codes 40.1-40.4, 40.6 AND 42.4
cocaine and opioids include ICD codes 40.1-40.4, 40.6 AND 40.5





Compatibility Report for Copy of Overdose_data_1999-2015 JC.xls
Run on 12/12/2016 12:35

The following features in this workbook are not supported by earlier versions of Excel. These features may be lost or degraded when opening this workbook in an earlier version of Excel or if you save this workbook in an earlier file format.

Significant loss of functionality	# of occurrences	Version
Some formatting on charts in this workbook is not supported in earlier versions of Excel and will not be displayed.	29	
	Charts'!A1	Excel 97-2003

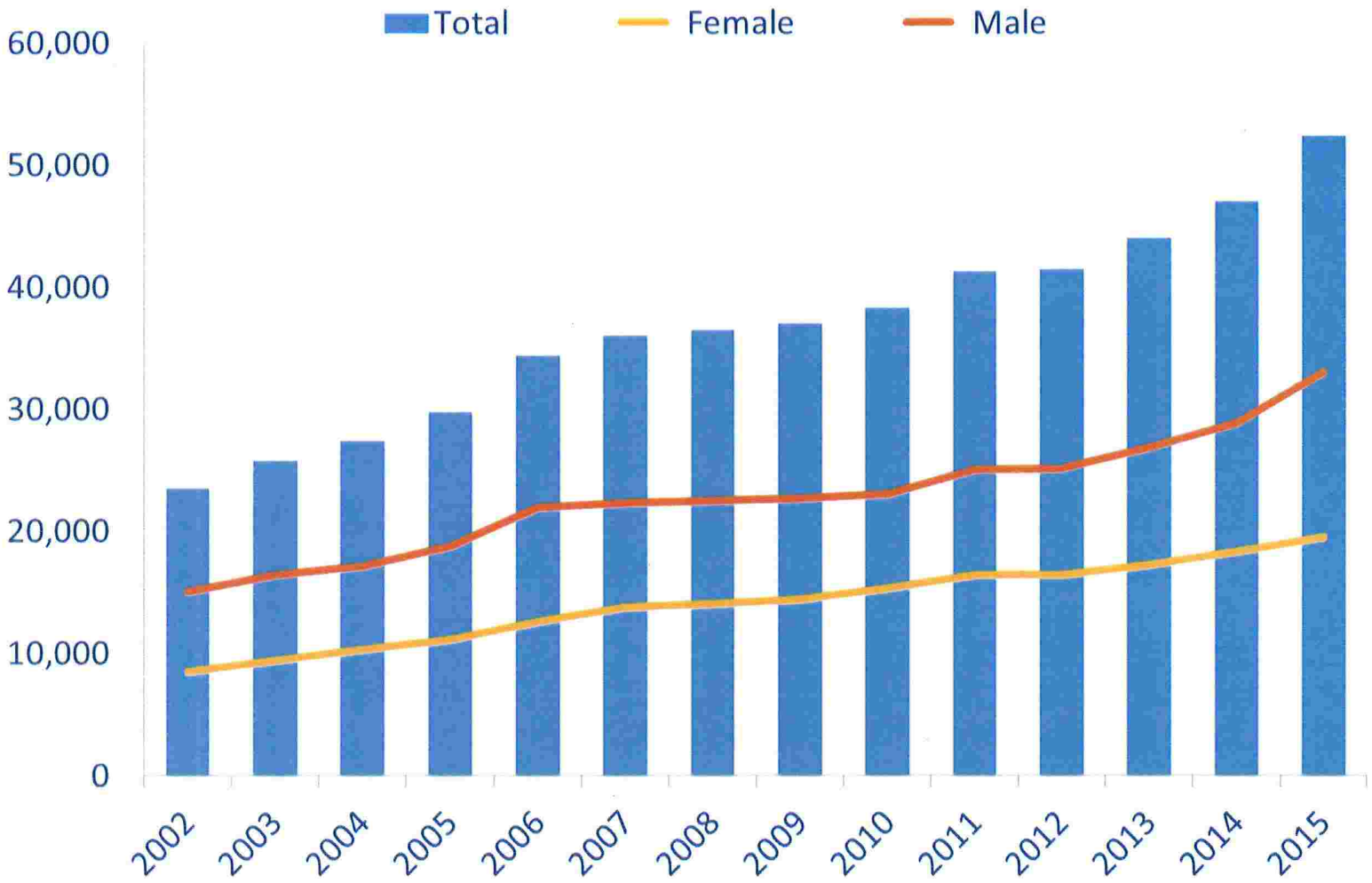
Minor loss of fidelity

Some cells or styles in this workbook contain formatting that is not supported by the selected file format. These formats will be converted to the closest format available.	133	Excel 97-2003

National Institute on Drug Abuse

National Overdose Deaths

Number of Deaths from All Drugs

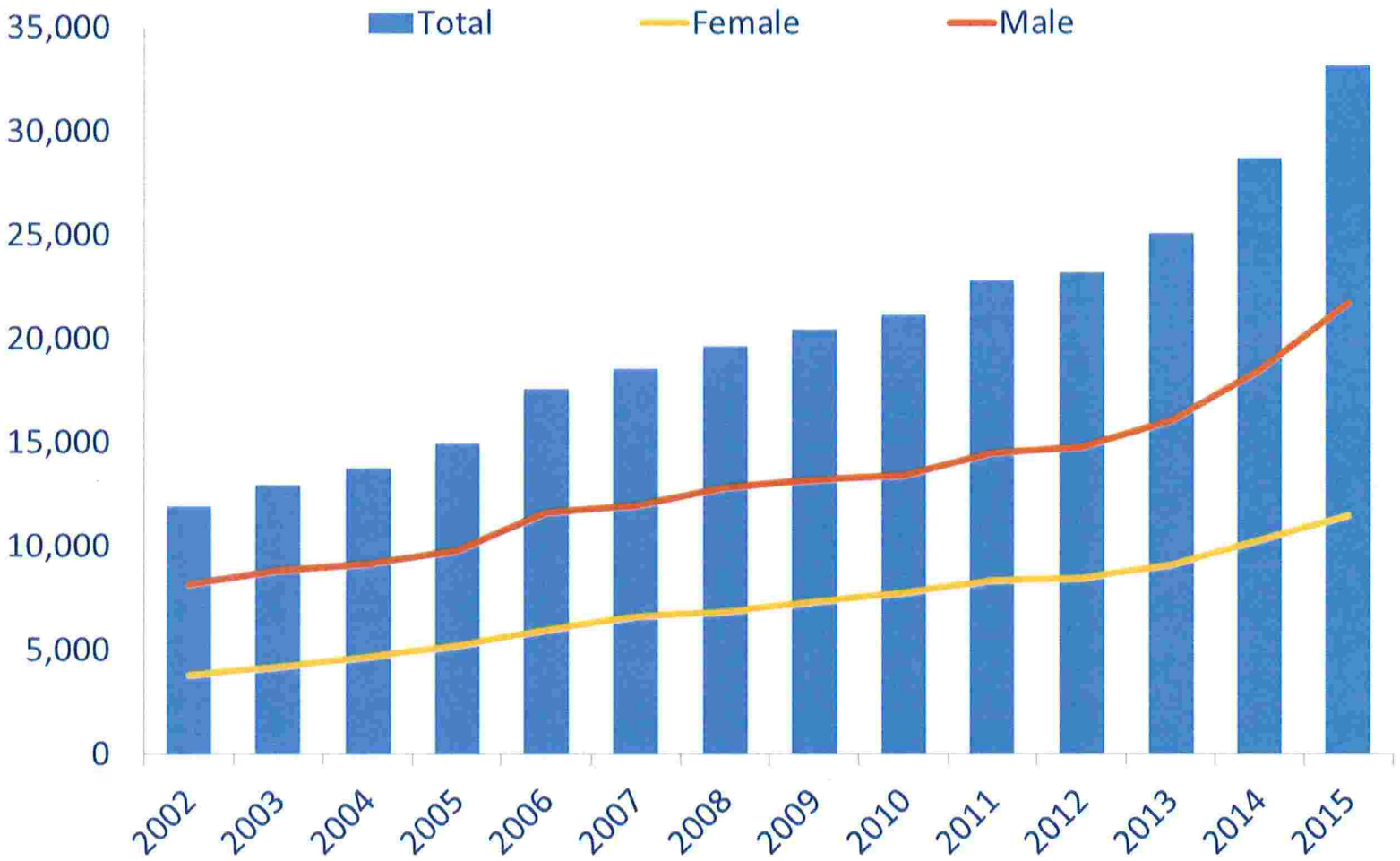


Source: National Center for Health Statistics, CDC Wonder

National Institute on Drug Abuse

National Overdose Deaths

Number of Deaths from Opioid Drugs

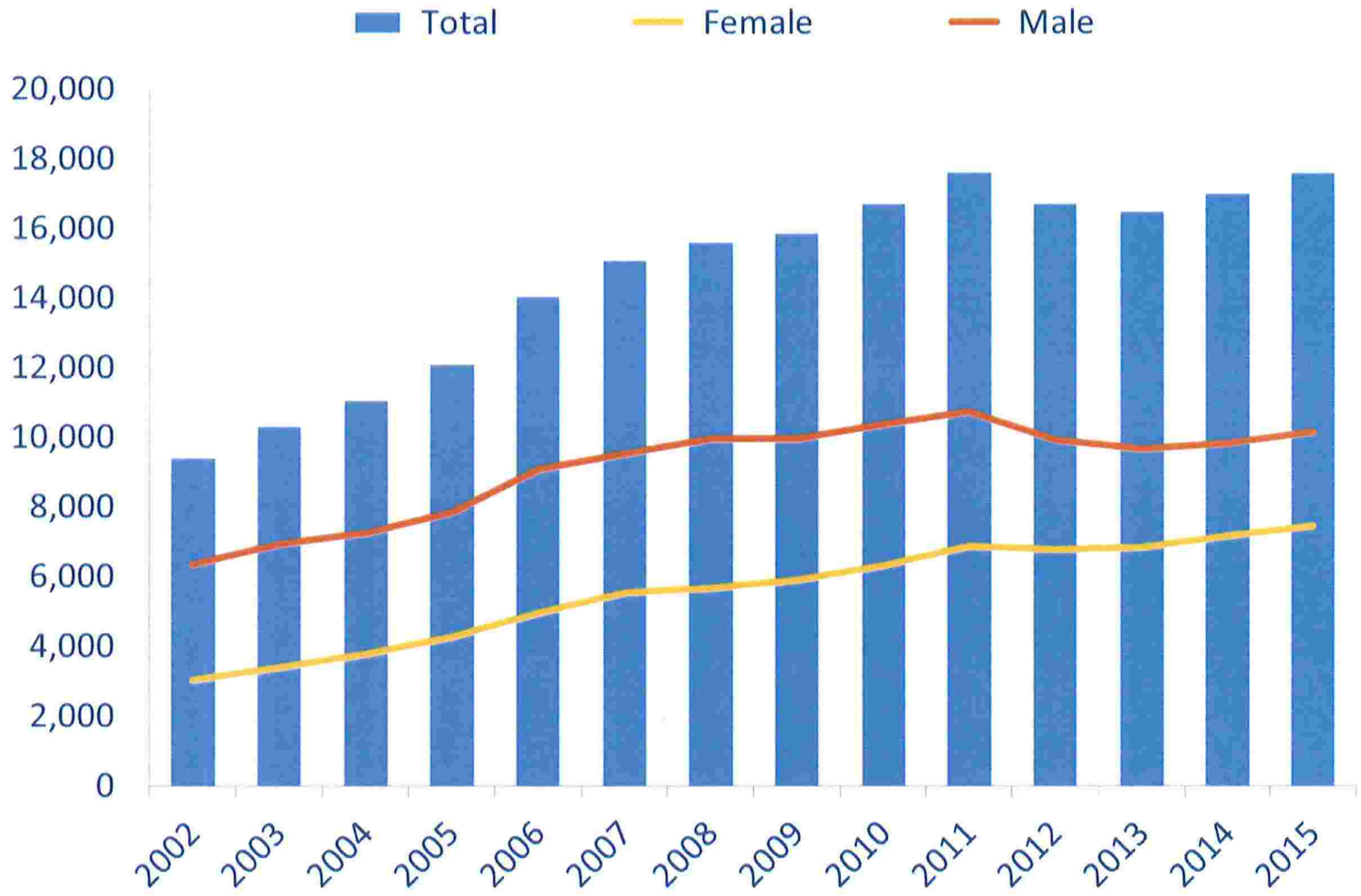


Source: National Center for Health Statistics, CDC Wonder

National Institute on Drug Abuse

National Overdose Deaths

Number of Deaths from Prescription Opioid Pain Relievers (excluding non-methadone synthetics)

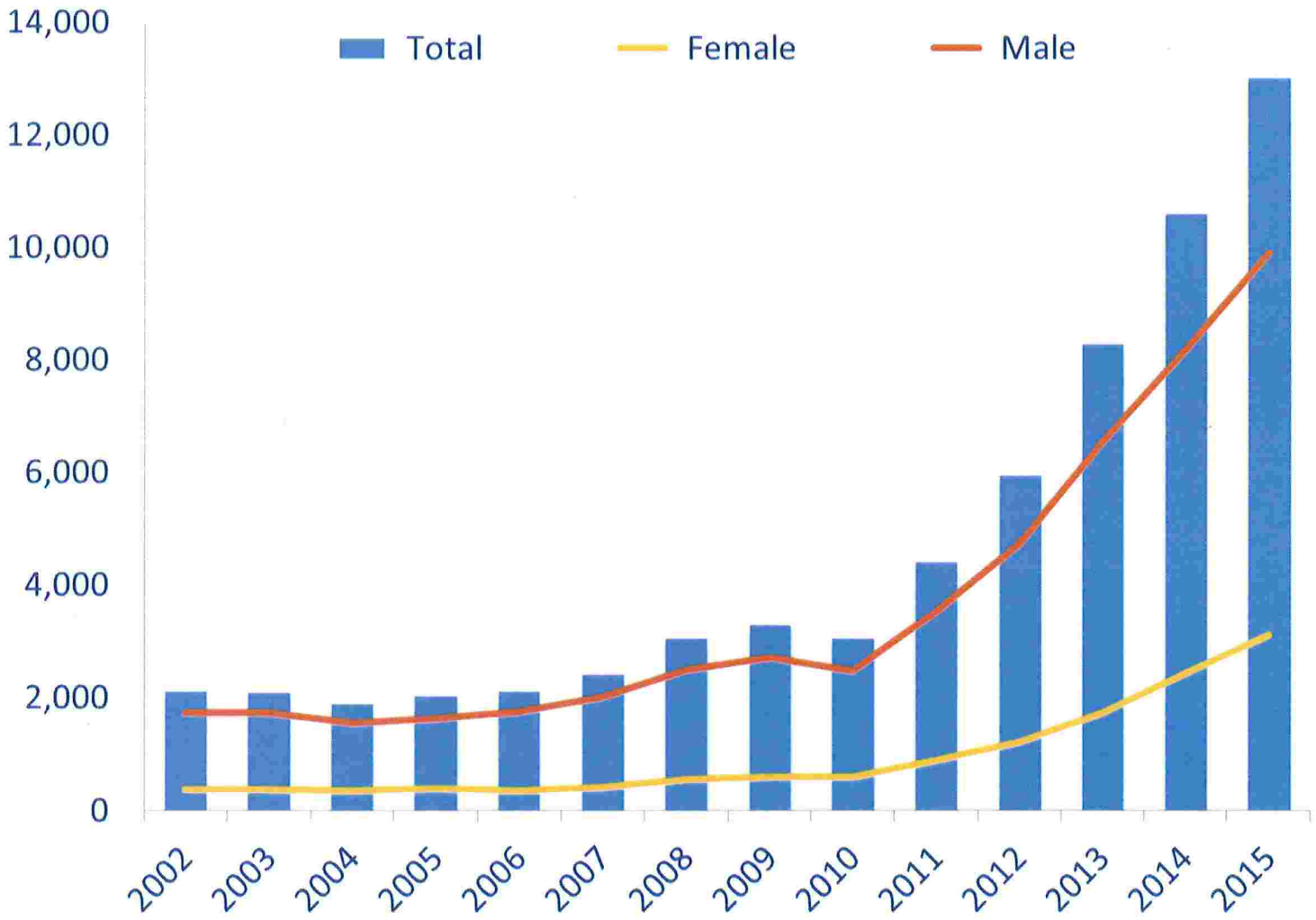


Source: National Center for Health Statistics, CDC Wonder

National Institute on Drug Abuse

National Overdose Deaths

Number of Deaths from Heroin

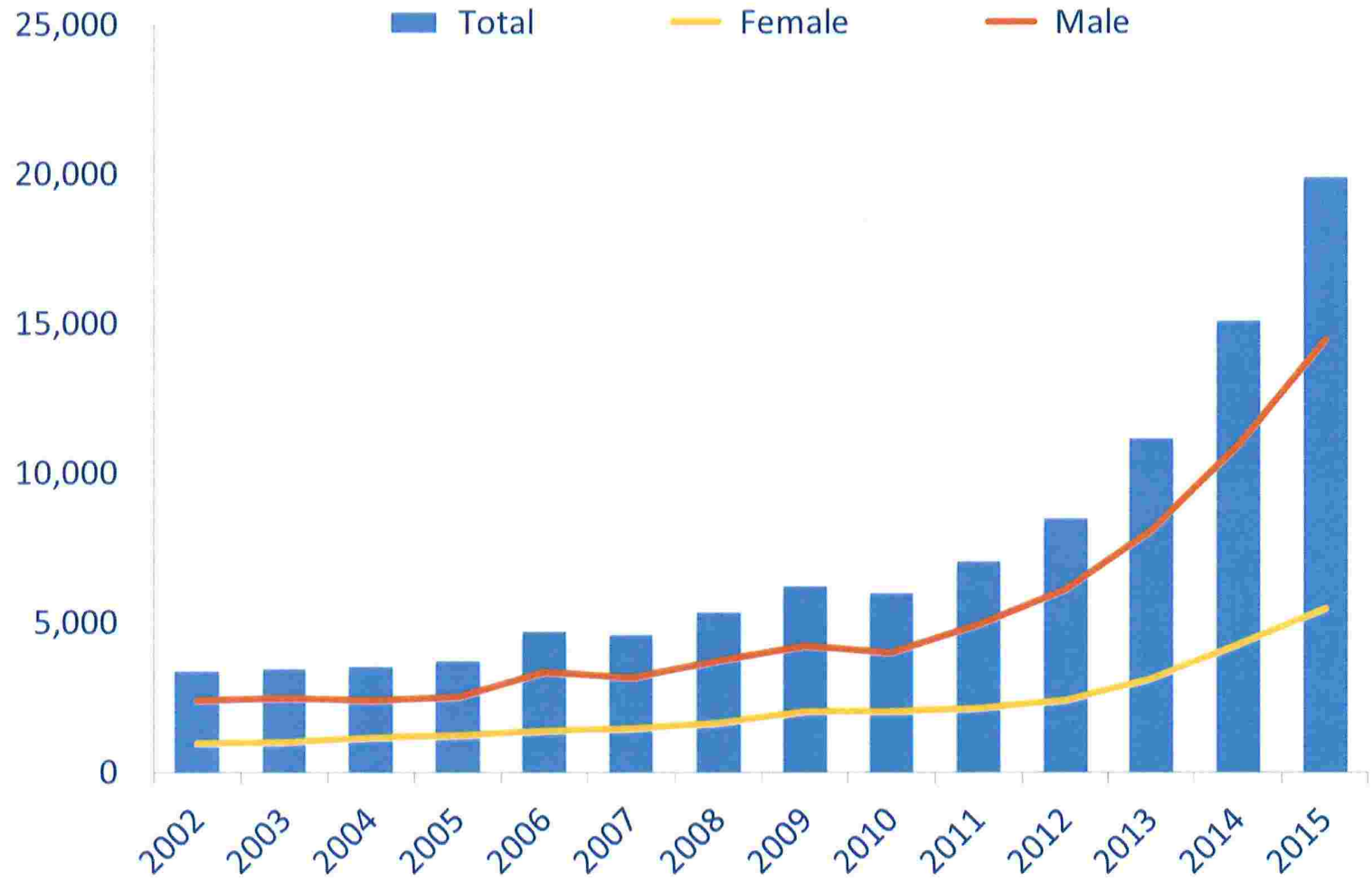


Source: National Center for Health Statistics, CDC Wonder

National Institute on Drug Abuse

National Overdose Deaths

Number of Deaths from Heroin and Non-Methadone Synthetics (captures illicit opioids)

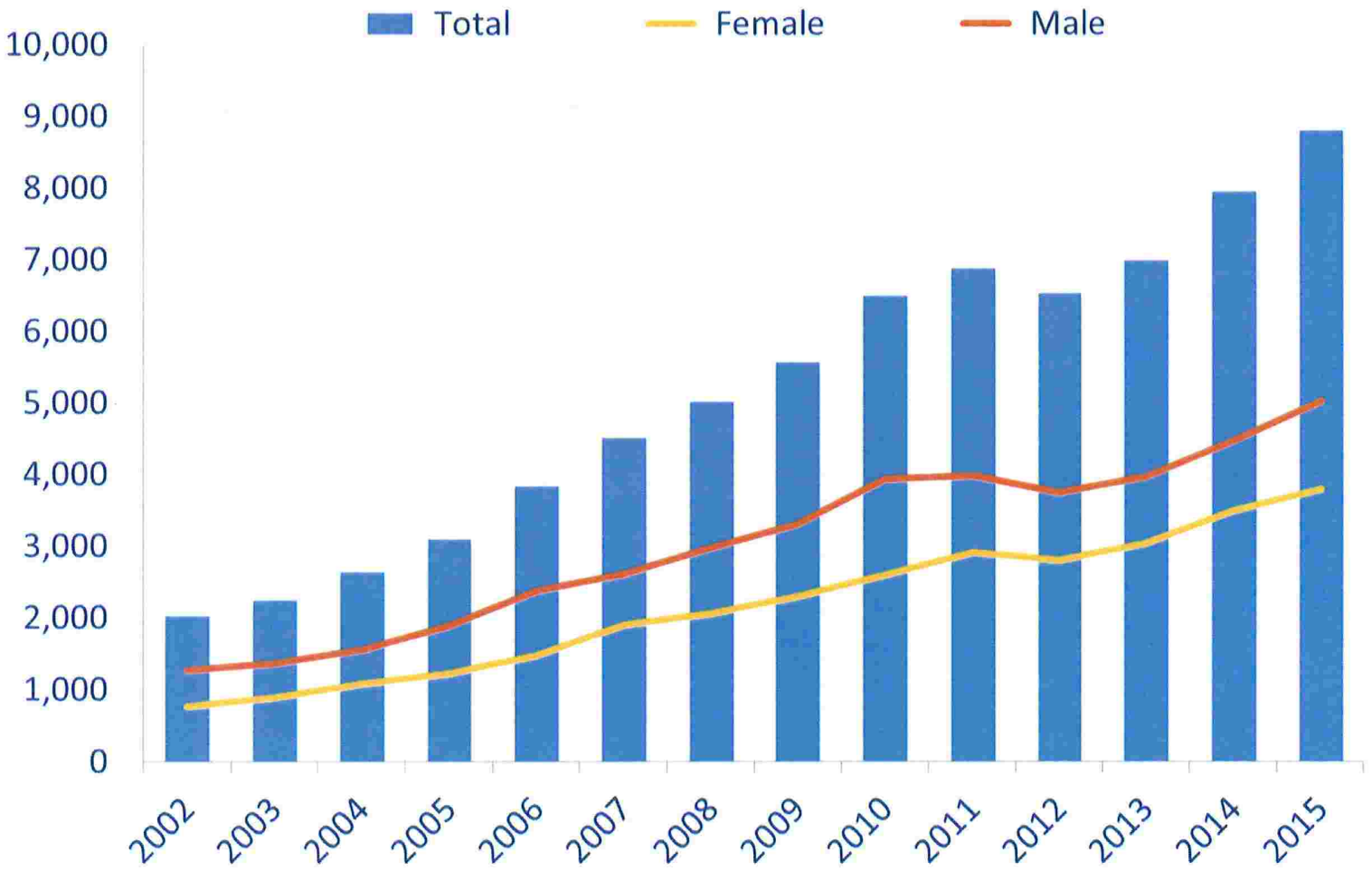


Source: National Center for Health Statistics, CDC Wonder

National Institute on Drug Abuse

National Overdose Deaths

Number of Deaths from Benzodiazepines

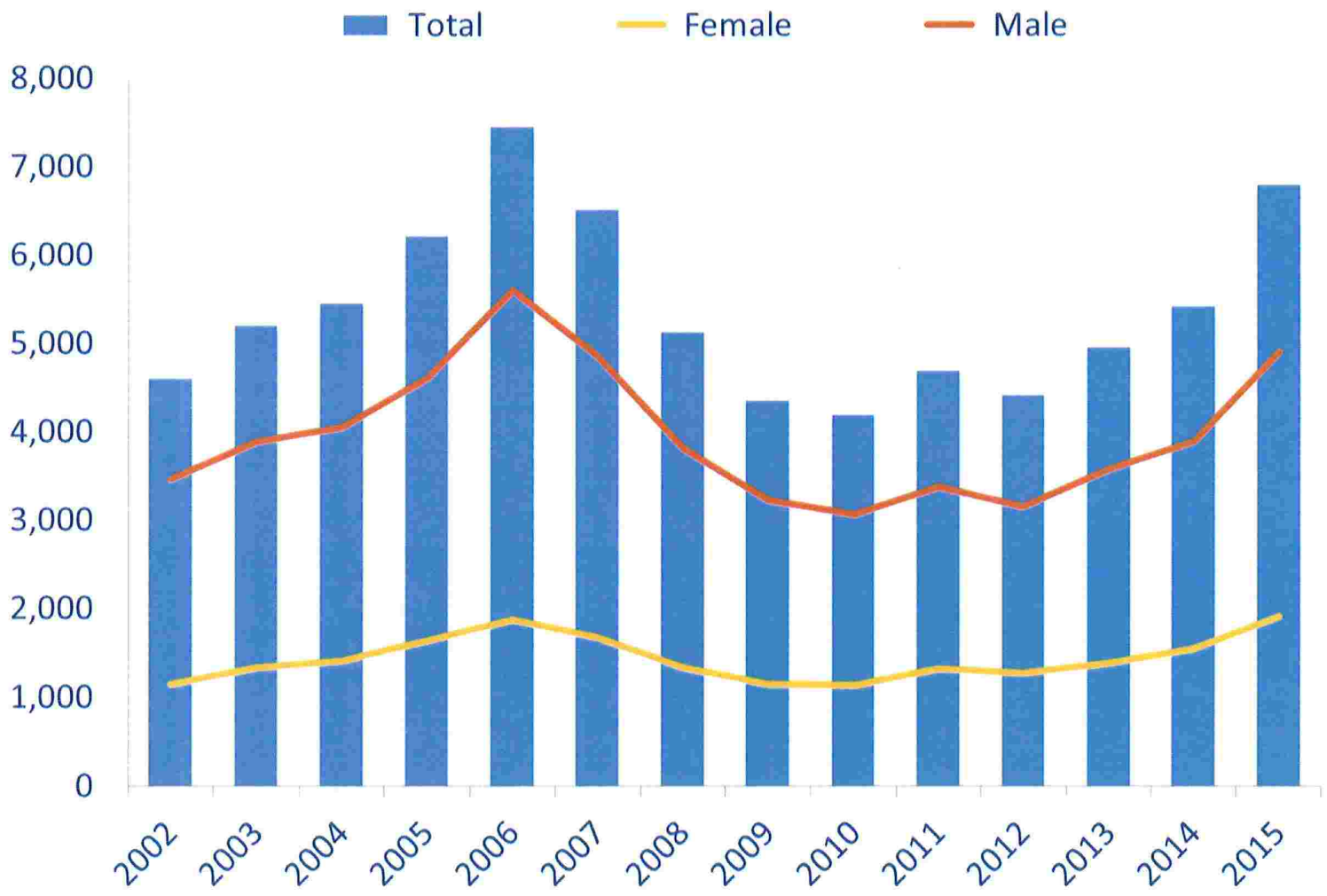


Source: National Center for Health Statistics, CDC Wonder

National Institute on Drug Abuse

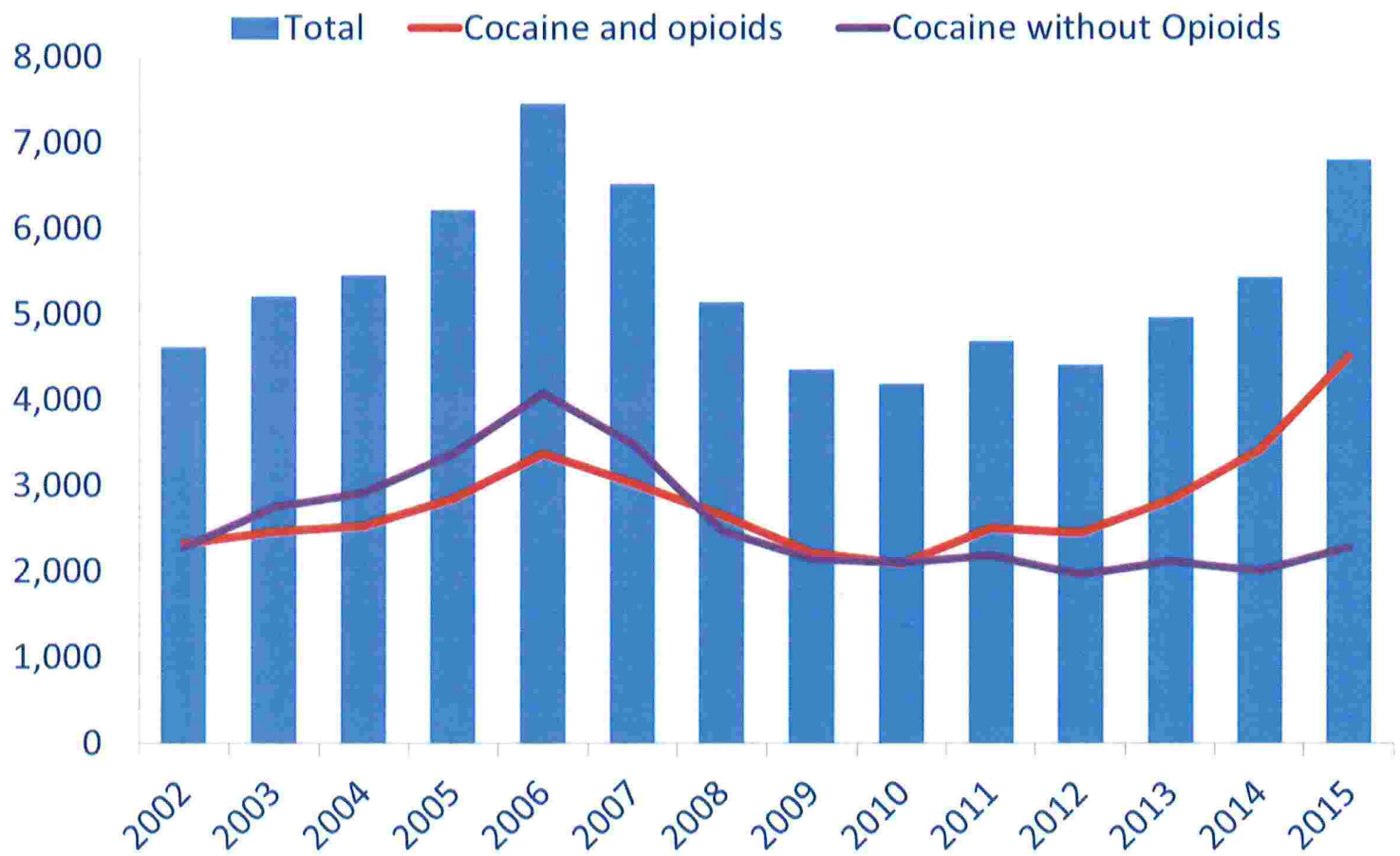
National Overdose Deaths

Number of Deaths from Cocaine



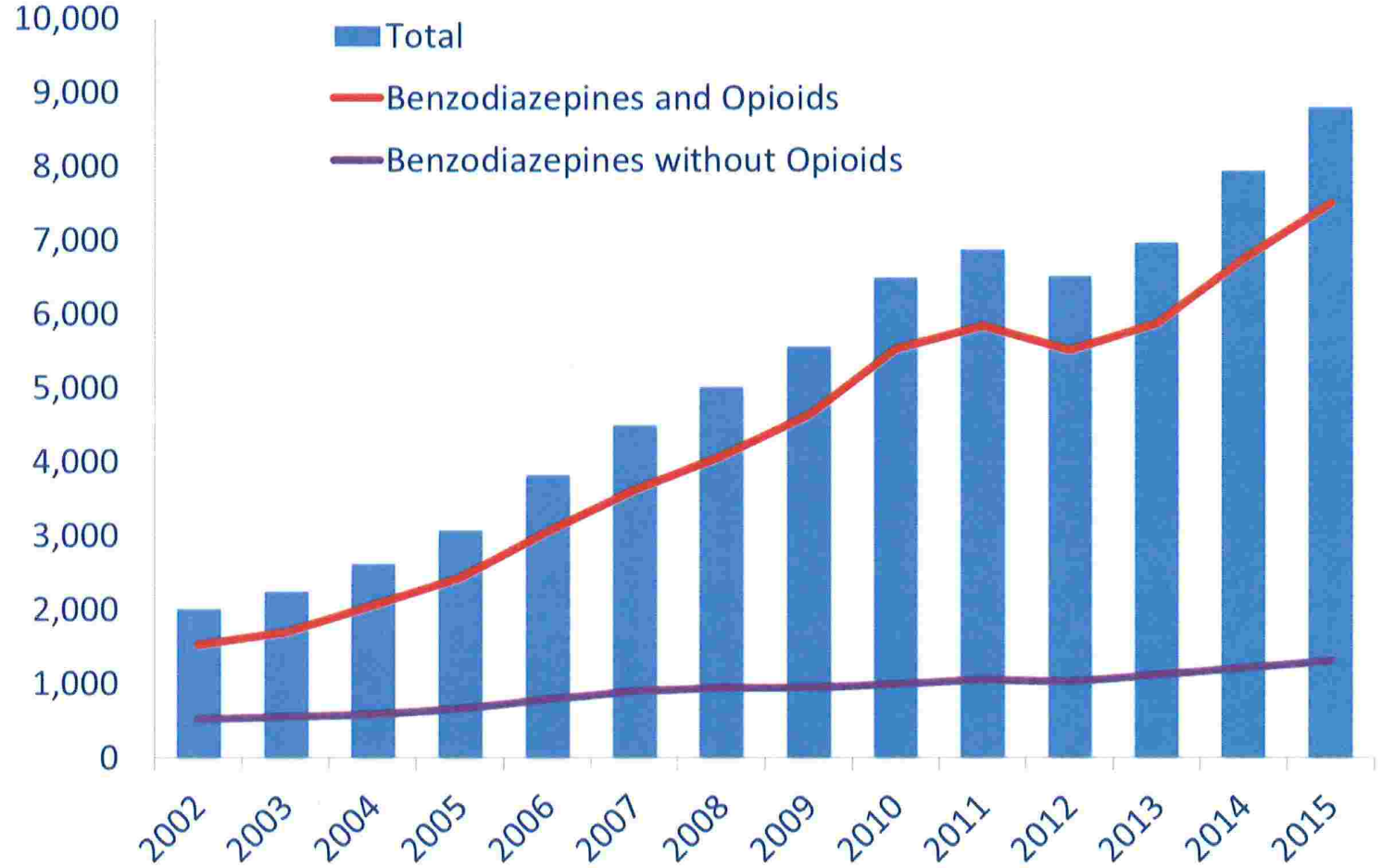
Source: National Center for Health Statistics, CDC Wonder

National Institute on Drug Abuse



Source: National Center for Health Statistics, CDC Wonder

National Institute on Drug Abuse



Source: National Center for Health Statistics, CDC Wonder

Alternate Text

- The figures above are bar charts showing the number of U.S. overdose deaths involving all drugs, opioid drugs, opioid analgesics (excluding non-methadone synthetic, the category dominated by illicit fentanyl), heroin, heroin and non-methadone synthetics (to capture illicit opioids), benzodiazepines, or cocaine from 2002 to 2015. The charts are overlayed by line graphs showing the number of deaths by males and females. The highest rise was seen for deaths involving heroin, with a 6.2-fold increase from 2002 to 2015. The final two charts show the numbers of cocaine and benzodiazepine deaths that also involved an opioid; overdoses on these drug combinations have increased by nearly 2- and 5- fold respectively.

H·CUP HEALTHCARE COST AND UTILIZATION PROJECT

AHRQ Agency for Healthcare Research and Quality

STATISTICAL BRIEF #224

June 2017

Patient Characteristics of Opioid-Related Inpatient Stays and Emergency Department Visits Nationally and by State, 2014

Audrey J. Weiss, Ph.D., Molly K. Bailey, Lauren O'Malley, Marguerite L. Barrett, M.S., Anne Elixhauser, Ph.D., and Claudia A. Steiner, M.D., M.P.H.

Introduction

Between 2005 and 2014 there was a dramatic increase nationally in hospitalizations involving opioids: the rate of opioid-related inpatient stays increased 64 percent, and the rate of opioid-related emergency department (ED) visits nearly doubled.[1] In a series of Statistical Briefs, the Agency for Healthcare Research and Quality (AHRQ) is providing descriptive information on opioid-related hospitalizations nationally and at the State level, based on data from the Healthcare Cost and Utilization Project (HCUP) Fast Stats online tool.[2] In a previous Statistical Brief, AHRQ reported that across States in 2014 the rate of opioid-related inpatient stays varied more than five-fold and the rate of opioid-related ED visits varied more than ten-fold.[3] Rates were reported for each State at the overall State level.

This HCUP Statistical Brief extends the previous report by presenting data from HCUP Fast Stats on the rate of opioid-related hospital inpatient stays and ED visits by patient sex and age group from 2005 to 2014. The patient sex and age groups with the highest opioid-related inpatient stay rates are presented for each of 44 States and the District of Columbia that provided inpatient data in 2014. Similarly, the patient sex and age groups with the highest opioid-related ED visit rates are presented for each of 30 States that provided ED visit data in 2014. Finally, States are ranked overall on the rates of opioid-related inpatient stays and ED visits by patient sex and age group in 2014. Identification of opioid-related stays and visits is based on all-listed diagnoses and includes events associated with prescription opioids or illicit opioids such as heroin. The population denominator specific to each sex or age group was used to calculate rates.

Highlights

- Between 2005 and 2014, opioid-related inpatient stays and ED visits increased for both sexes and all age groups.
- During this timeframe, the national rate of opioid-related inpatient stays increased more for females than for males. Although the rate for males was higher in 2005, by 2014 the rate was the same for both sexes. In contrast, the increase in the rate of opioid-related ED visits was similar for males and females, with males always having the higher rate.
- In most States in 2014, females had a higher rate of opioid-related inpatient stays than males but males had a higher rate of opioid-related ED visits than females.
- From 2005 to 2014, the highest rates of opioid-related inpatient stays nationally were among patients aged 25–44 and 45–64 years. The highest rate of opioid-related ED visits was among those aged 25–44 years.
- In 2014, there was substantial State-to-State variation in the age group with the highest rate of opioid-related inpatient stays, but patients aged 25–44 years had the highest opioid-related ED visit rate in all States.
- Across all patient sex and age groups in 2014:
  - Opioid-related inpatient stays were lowest in Iowa, Nebraska, Texas, and Wyoming and highest in Massachusetts.
  - Opioid-related ED visits were lowest in Arkansas and Iowa and highest in Maryland.

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[1] Weiss AJ, Elixhauser A, Barrett ML, Steiner CA, Bailey MK, O'Malley L. Opioid-Related Inpatient Stays and Emergency Department Visits by State, 2009–2014. HCUP Statistical Brief #219. December 2016. Agency for Healthcare Research and Quality, Rockville, MD. www.hcup-us.ahrq.gov/reports/statbriefs/sb219-Opioid-Hospital-Stays-ED-Visits-by-State.pdf. Accessed February 9, 2017.

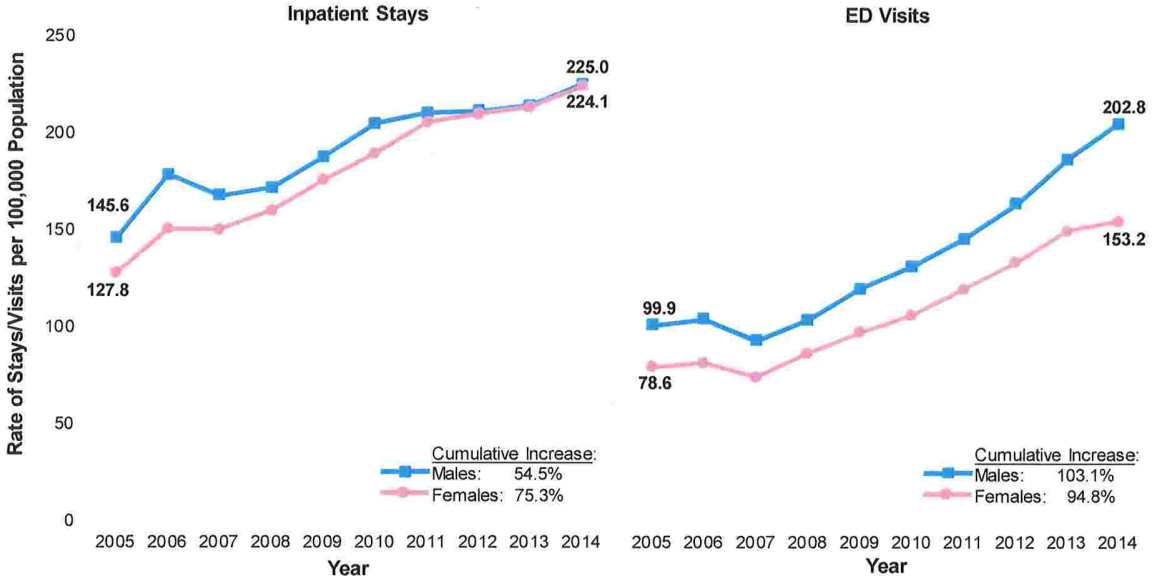
[2] Agency for Healthcare Research and Quality. HCUP Fast Stats Web site, Opioid-Related Hospital Use path. www.hcup-us.ahrq.gov/faststats/landing.jsp. Accessed January 26, 2017.

[3] Weiss et al., 2016. Op. cit.

Findings

National rate of opioid-related inpatient stays and ED visits by patient sex, 2005–2014
Figure 1 presents the 10-year trends in the national rate of opioid-related inpatient stays and ED visits by patient sex, from 2005 to 2014.

Figure 1. National rate of opioid-related inpatient stays and ED visits by patient sex, 2005–2014



Abbreviation: ED, emergency department

Source: Agency for Healthcare Research and Quality (AHRQ), Center for Delivery, Organization, and Markets, Healthcare Cost and Utilization Project (HCUP), HCUP Fast Stats, Opioid-Related Hospital Use (www.hcup-us.ahrq.gov/faststats/landing.jsp) based on the HCUP National (Nationwide) Inpatient Sample (NIS) and the Nationwide Emergency Department Sample (NEDS)

- **From 2005 to 2014, the rate of opioid-related inpatient stays increased faster for females than for males. By 2014, the rate was virtually the same for both sexes.**

  In 2005, males had a higher rate of opioid-related inpatient stays than did females (145.6 vs. 127.8 per 100,000 population). Between 2005 and 2014, the rate of opioid-related inpatient stays increased 55 percent for males and 75 percent for females. By 2014, the rates of opioid-related inpatient stays for males and for females converged and were virtually identical (225.0 vs. 224.1 per 100,000 population).

- **The increase in the opioid-related ED visit rate was similar for both sexes, with males consistently experiencing a higher ED visit rate than females.**

  In 2005, males had a higher rate of opioid-related ED visits than did females (99.9 vs. 78.6 per 100,000 population). Between 2005 and 2014, the rate of opioid-related ED visits approximately doubled for both sexes (males: 103 percent increase; females: 95 percent increase). In 2014, males still had a higher rate of opioid-related ED visits than did females (202.8 vs. 153.2 per 100,000 population).

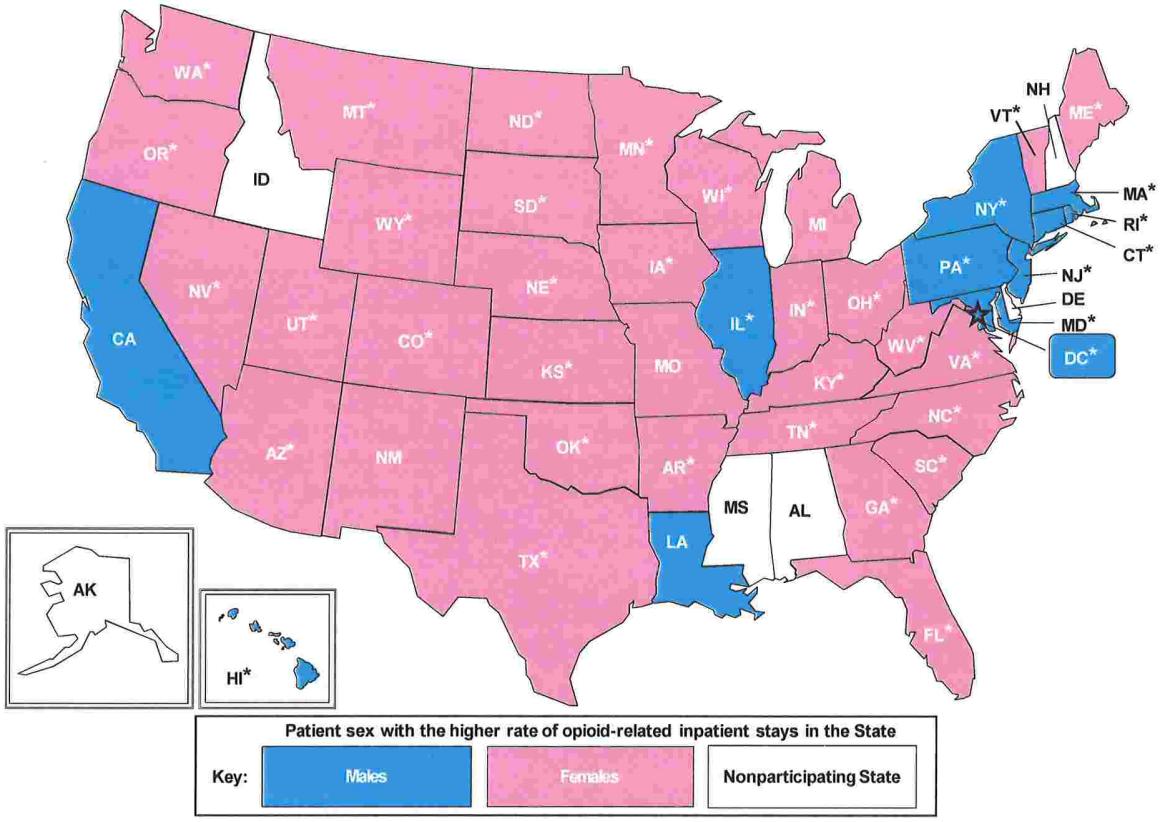
- **For both sexes, the opioid-related ED visit rate increased faster over the 10 years than the opioid-related inpatient stay rate.**

  Between 2005 and 2014, the rate of opioid-related ED visits increased faster than the rate of opioid-related inpatient stays for both males (103 vs. 55 percent increase) and females (95 vs. 75 percent increase).

Patient sex with the higher rate of opioid-related inpatient stays and ED visits, by State, 2014
Figures 2 and 3 identify the patient sex with the higher rate of opioid-related inpatient stays (Figure 2) and ED visits (Figure 3) in each State in 2014. The sex with the higher rate overall is reported for each State. States where the difference between the male and female rates was 10 percent or greater are noted with an asterisk.

Figure 2 reports the patient sex with the higher population rate of opioid-related inpatient stays for each of 44 States and the District of Columbia that provided inpatient data in 2014. Details on the sex-specific inpatient rates are shown in Appendix A.

Figure 2. Patient sex with the higher rate[a] of opioid-related inpatient stays, by State, 2014



Note: Asterisks denote States where the difference between the higher and lower of the male and female rates was at least 10 percent.

[a] Opioid-related inpatient rates are per 100,000 population. State-level inpatient rates by sex are provided in Appendix A.

Source: Agency for Healthcare Research and Quality (AHRQ), Center for Delivery, Organization, and Markets, Healthcare Cost and Utilization Project (HCUP), HCUP Fast Stats, Opioid-Related Hospital Use (www.hcup-us.ahrq.gov/faststats/landing.jsp) based on the HCUP State Inpatient Databases (SID)

- **In 2014, females had a higher rate of opioid-related inpatient stays than did males in the majority of States.**

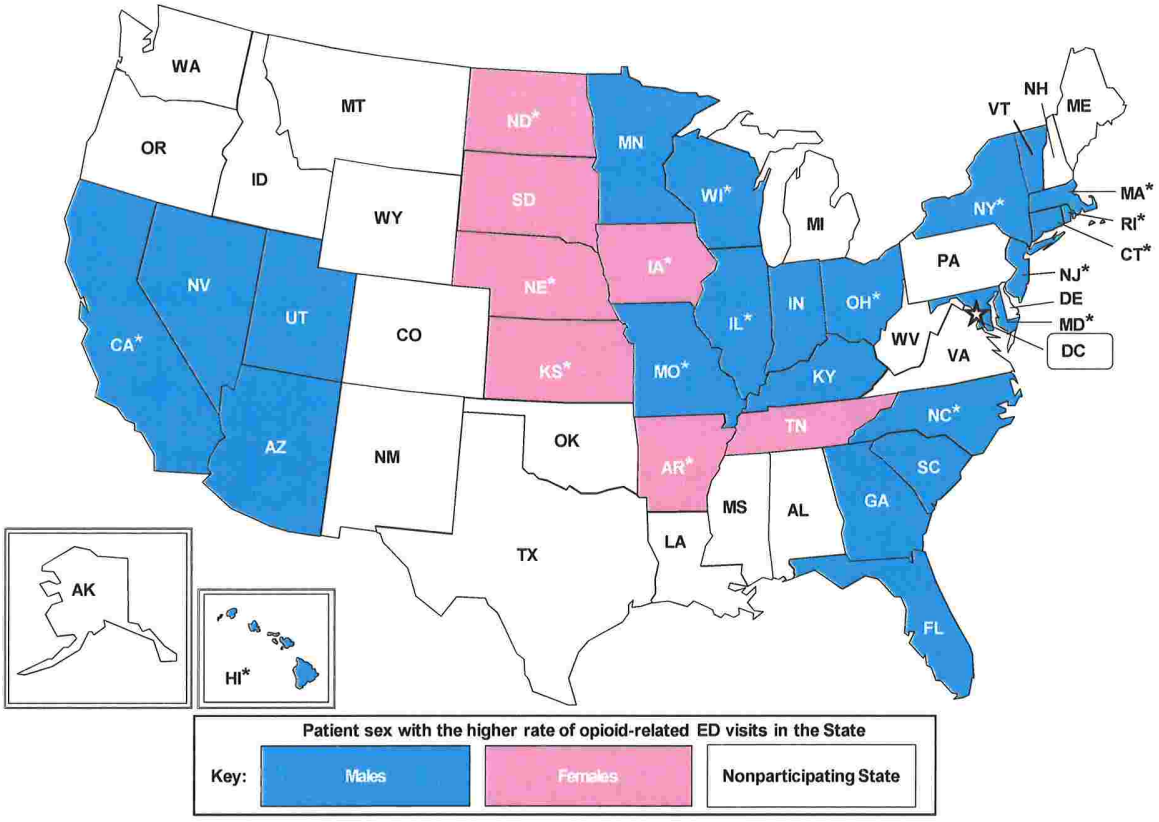
  In 2014, the rate of opioid-related inpatient stays was higher among—

  - Females in nearly three-fourths of States (33 of 45 States, with an average across these States of 221.2 per 100,000 population, data not shown)
  - Males in 11 States and the District of Columbia (average 339.9 per 100,000 population)

  The average rate for both sexes was higher in States where males had a higher rate than females.

Figure 3 reports the patient sex with the higher population rate of opioid-related ED visits for each of 30 States that provided ED data in 2014. Details on the sex-specific ED visit rates are shown in Appendix B.

Figure 3. Patient sex with the higher rate[a] of opioid-related ED visits, by State, 2014



Abbreviation: ED, emergency department

Note: Asterisks denote States where the difference between the higher and lower of the male and female rates was at least 10 percent.

[a] Opioid-related ED visit rates are per 100,000 population. State-level ED visit rates by sex are provided in Appendix B.

Source: Agency for Healthcare Research and Quality (AHRQ), Center for Delivery, Organization, and Markets, Healthcare Cost and Utilization Project (HCUP), HCUP Fast Stats, Opioid-Related Hospital Use (www.hcup-us.ahrq.gov/faststats/landing.jsp) based on the HCUP State Emergency Department Databases (SEDD)

- **In contrast to inpatient stays, males had a higher rate of opioid-related ED visits than did females in most States.**

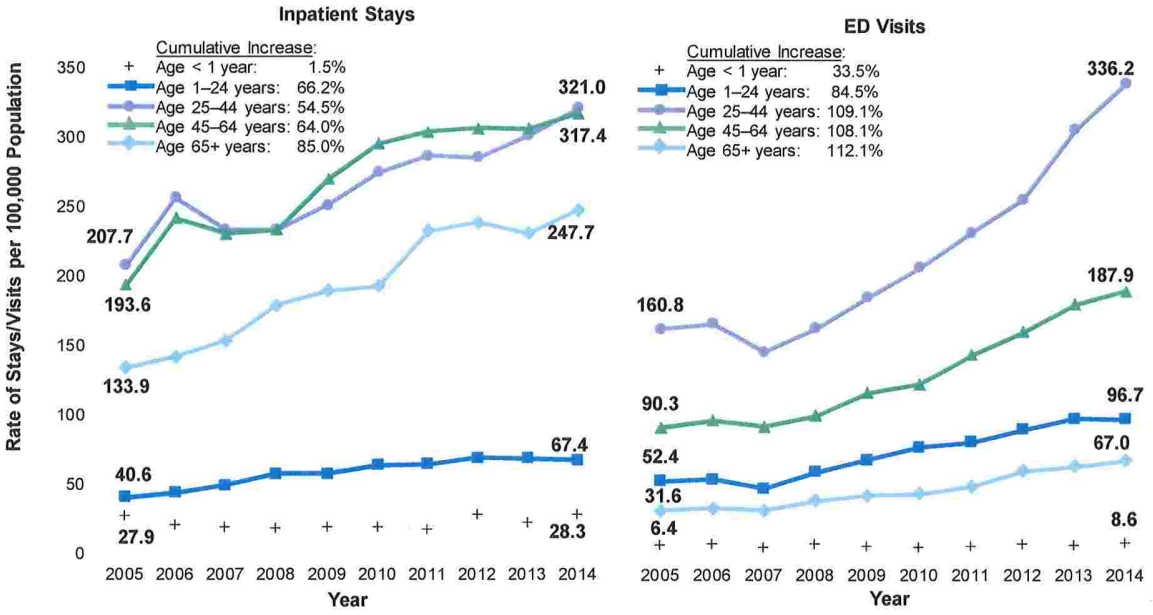
  In 2014, the rate of opioid-related ED visits was higher among—

  - Males in three-fourths of States (23 of 30 States, with an average across these States of 226.0 per 100,000 population, data not shown)
  - Females in seven States (average 87.5 per 100,000 population)

  The average rate for both sexes was higher in States where males had a higher rate than females.

National rate of opioid-related inpatient stays and ED visits by patient age, 2005–2014
Figure 4 presents the 10-year trends in the national rate of opioid-related inpatient stays and ED visits by patient age group, from 2005–2014.

Figure 4. National rate of opioid-related inpatient stays and ED visits by patient age, 2005–2014



Abbreviation: ED, emergency department

Source: Agency for Healthcare Research and Quality (AHRQ), Center for Delivery, Organization, and Markets, Healthcare Cost and Utilization Project (HCUP), HCUP Fast Stats, Opioid-Related Hospital Use (www.hcup-us.ahrq.gov/faststats/landing.jsp) based on the HCUP National (Nationwide) Inpatient Sample (NIS) and the Nationwide Emergency Department Sample (NEDS)

- **The highest rates of opioid-related inpatient stays were among patients aged 25–44 and 45–64 years, whereas the highest rate of opioid-related ED visits was among patients aged 25–44 years.**

  For opioid-related inpatient stays, patients aged 25–44 and 45–64 years had the highest and nearly identical rates throughout 2005 to 2014. Patients aged 65 years and older had the next highest rate of opioid-related inpatient stays over time. For opioid-related ED visits, patients aged 25–44 years had the highest rate, followed by patients aged 45–64 years and those aged 1–24 years.

- **For all age groups, the rate of increase over 10 years was greater for opioid-related ED visits than for opioid-related inpatient stays.**

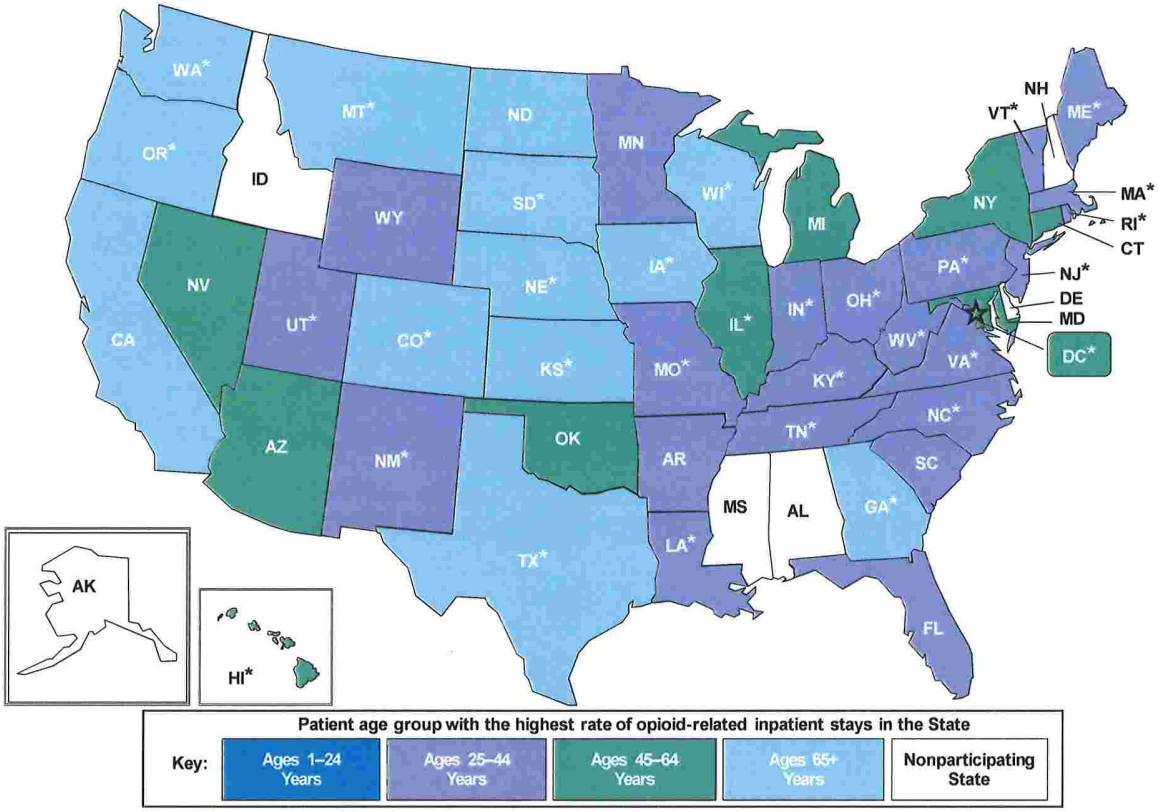
  Between 2005 and 2014 for all age groups, the rate of opioid-related ED visits increased faster than the rate of opioid-related inpatient stays. For example, over the 10-year period for patients aged 25–44 years, the rate of opioid-related ED visits increased 109 percent whereas the rate of opioid-related inpatient stays increased 55 percent.

- **The rate of opioid-related inpatient stays was consistently higher than the rate of opioid-related ED visits among patients younger than 1 year of age, those aged 45–64 years, and those aged 65 years and older, but not among those aged 1–24 and 25–44 years.**

  Among patients aged less than 1 year, 45–64 years, and 65 years and older, the rate of opioid-related inpatient stays exceeded the rate of opioid-related ED visits from 2005 to 2014. The reverse was true for patients aged 1–24 years, with a higher opioid-related ED visit rate over this time period. Among those aged 25–44 years, the rate of opioid-related inpatient stays was higher than the rate of opioid-related ED visits from 2005 to 2012, but by 2013 the rate of opioid-related ED visits was higher.

Patient age group with the highest rate of opioid-related inpatient stays and ED visits, by State, 2014
Figures 5 and 6 identify the patient age group with the highest rate of opioid-related inpatient stays (Figure 5) and ED visits (Figure 6) in each State in 2014. The age group with the highest rate overall is reported for each State. States where the difference between the highest and second highest rates was 10 percent or greater are noted with an asterisk. Figure 5 reports the patient age group with the highest population rate of opioid-related inpatient stays for each of 44 States and the District of Columbia in 2014. Details on the age-specific inpatient rates are shown in Appendix A.

Figure 5. Patient age group with the highest rate[a] of opioid-related inpatient stays, by State, 2014



Note: Asterisks denote States where the difference between the highest and second highest rates in the State was at least 10 percent.

[a] Opioid-related inpatient rates are per 100,000 population. State-level inpatient rates by age group are provided in Appendix A.

Source: Agency for Healthcare Research and Quality (AHRQ), Center for Delivery, Organization, and Markets, Healthcare Cost and Utilization Project (HCUP), HCUP Fast Stats, Opioid-Related Hospital Use (www.hcup-us.ahrq.gov/faststats/landing.jsp) based on the HCUP State Inpatient Databases (SID)

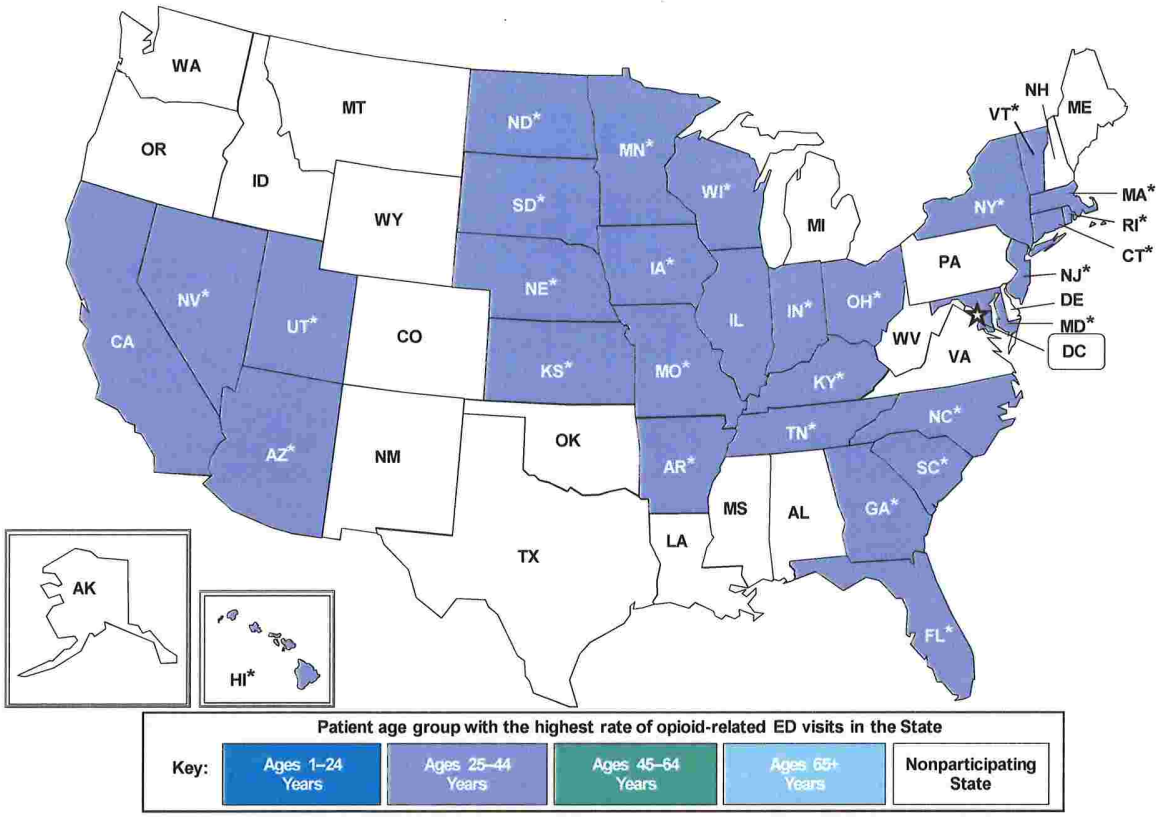
- **There was substantial variation in the age group that had the highest rate of opioid-related inpatient stays across States in 2014.**

  In 2014, the rate of opioid-related inpatient stays was highest among patients—
  - Aged 25–44 years in approximately half of the States (22 of 45 States, with an average across these States of 414.4 per 100,000 population, data not shown)
  - Aged 45–64 years in 9 States and the District of Columbia (average 491.5 per 100,000 population)
  - Aged 65+ years in 13 States (average 290.0 per 100,000 population)

  There were no States where patients aged 1–24 years had the highest rate.

Figure 6 reports the patient age group with the highest population rate of opioid-related ED visits for each of 30 States that provided data in 2014. Details on the age-specific ED visit rates are shown in Appendix B.

Figure 6. Patient age group with the highest rate[a] of opioid-related ED visits, by State, 2014



Abbreviation: ED, emergency department

Note: Asterisks denote States where the difference between the highest and second highest rates in the State was at least 10 percent.

[a] Opioid-related ED visit rates are per 100,000 population. State-level ED visit rates by age group are provided in Appendix B.

Source: Agency for Healthcare Research and Quality (AHRQ), Center for Delivery, Organization, and Markets, Healthcare Cost and Utilization Project (HCUP), HCUP Fast Stats, Opioid-Related Hospital Use (www.hcup-us.ahrq.gov/faststats/landing.jsp) based on the HCUP State Emergency Department Databases (SEDD)

- **Patients aged 25–44 years had the highest opioid-related ED visit rate in all States in 2014.**

  In 2014, the rate of opioid-related ED visits was highest among patients aged 25–44 years in all 30 States for which ED visit data were available.

State rankings in rate of opioid-related inpatient stays and ED visits by patient sex and age group, 2014
Tables 1 and 2 present the relative State rankings in the rate of opioid-related inpatient stays (Table 1) and ED visits (Table 2) by patient sex and age group in 2014. State rankings in each patient subgroup are reported based on four quartiles:

- Lowest rates, corresponding to the bottom 25 percent, noted with a partially filled circle (⊙)
- Highest rates, corresponding to the top 25 percent, noted with a solid circle (●)
- Neither the lowest nor highest rates, corresponding to the middle 50 percent, noted with a dash

Table 1 reports the relative ranking of opioid-related inpatient stays for each of 44 States and the District of Columbia that provided data in 2014.

Table 1. Ranking in State rates[a] of opioid-related inpatient stays, by patient sex and age, 2014

Key:
● States with the **highest opioid-related inpatient rates** (top 25 percent) in the patient subgroup
— States with opioid-related inpatient rates in the middle 50 percent in the patient subgroup
⊙ States with the **lowest opioid-related inpatient rates** (bottom 25 percent) in the patient subgroup

State	Males	Females	Ages 1–24 years	Ages 25–44 years	Ages 45–64 years	Ages 65+ years
Arizona	—	—	—	—	●	●
Arkansas	⊙	⊙	⊙	—	—	⊙
California	—	—	⊙	⊙	—	●
Colorado	—	—	—	—	—	●
Connecticut	●	●	—	●	●	●
District of Columbia	●	●	—	⊙	●	●
Florida	—	—	—	—	—	—
Georgia	⊙	⊙	⊙	⊙	⊙	—
Hawaii	—	⊙	⊙	⊙	—	⊙
Illinois	●	—	—	—	●	—
Indiana	—	—	—	—	—	—
Iowa	⊙	⊙	⊙	⊙	⊙	⊙
Kansas	⊙	⊙	⊙	⊙	⊙	—
Kentucky	—	●	●	●	—	⊙
Louisiana	—	⊙	—	—	⊙	⊙
Maine	—	●	●	●	—	—
Maryland	●	●	●	●	●	—
Massachusetts	●	●	●	●	●	●
Michigan	—	—	—	—	—	—
Minnesota	—	—	●	—	—	●
Missouri	—	—	—	—	—	—
Montana	—	—	—	—	—	●
Nebraska	⊙	⊙	⊙	⊙	⊙	⊙
Nevada	—	—	—	⊙	—	—
New Jersey	●	—	●	●	●	—
New Mexico	—	—	—	—	—	—
New York	●	—	●	●	●	—
North Carolina	—	—	—	—	—	—

State	Males	Females	Ages 1–24 years	Ages 25–44 years	Ages 45–64 years	Ages 65+ years
North Dakota	⊙	—	—	—	⊙	—
Ohio	—	●	●	●	—	—
Oklahoma	⊙	—	—	—	—	—
Oregon	—	●	—	—	●	●
Pennsylvania	●	—	—	●	—	—
Rhode Island	●	●	—	●	●	—
South Carolina	⊙	⊙	⊙	—	⊙	⊙
South Dakota	⊙	⊙	⊙	⊙	⊙	—
Tennessee	—	—	—	—	—	—
Texas	⊙	⊙	⊙	⊙	⊙	⊙
Utah	—	—	—	—	—	—
Vermont	—	—	●	—	⊙	⊙
Virginia	—	—	—	—	—	—
Washington	●	●	●	—	●	●
West Virginia	●	●	●	●	—	⊙
Wisconsin	—	—	—	—	—	●
Wyoming	⊙	⊙	⊙	⊙	⊙	⊙

[a] Opioid-related inpatient rates are per 100,000 population. The actual inpatient rates for both sexes and each age group by State are provided in Appendix A.

Source: Agency for Healthcare Research and Quality (AHRQ), Center for Delivery, Organization, and Markets, Healthcare Cost and Utilization Project (HCUP), HCUP Fast Stats, Opioid-Related Hospital Use (www.hcup-us.ahrq.gov/faststats/landing.jsp) based on the HCUP State Inpatient Databases (SID)

- **Some States consistently ranked lowest or highest in rates of opioid-related inpatient stays in all patient sex and age groups in 2014.**

  Four States consistently ranked as having among the lowest rates of opioid-related inpatient stays across all patient sex and age groups: Iowa, Nebraska, Texas, and Wyoming. Similarly, Georgia, Kansas, South Carolina, and South Dakota ranked among the States with the lowest rates in all but one sex or age group.

  One State, Massachusetts, consistently ranked as having among the highest rates of opioid-related inpatient stays across all patient sex and age groups. Connecticut, Maryland, and Washington ranked among the States with the highest rates in all but one sex or age group.

- **Some States ranked lowest for opioid-related inpatient stays for some patient sex and age groups but highest for other patient sex and age groups.**

  Some States had consistently high rates or consistently low rates of inpatient stays for some age and sex groups. However, other States had high rates for some patient subgroups and low rates for other patient subgroups. For instance, California had among the lowest rates of opioid-related inpatient stays for patients aged 1–24 and 25–44 years but ranked among the States with the highest rates for patients aged 65 years and older. In contrast, Kentucky and West Virginia ranked among the States with the highest rates for the two younger age groups but among the States with the lowest rates for the oldest age group.

Table 2 reports the relative rankings of opioid-related ED visits for each of 30 States that provided data in 2014.

Table 2. Ranking in State rates[a] of opioid-related ED visits, by patient sex and age, 2014

Key:
- ● States with the **highest opioid-related ED visit rates** (top 25 percent) in the patient subgroup
- — States with opioid-related ED visit rates in the middle 50 percent in the patient subgroup
- ⊙ States with the **lowest opioid-related ED visit rates** (bottom 25 percent) in the patient subgroup

State	Males	Females	Ages 1–24 years	Ages 25–44 years	Ages 45–64 years	Ages 65+ years
Arizona	—	●	—	—	●	●
Arkansas	⊙	⊙	⊙	⊙	⊙	⊙
California	—	—	—	—	—	●
Connecticut	●	—	●	●	●	⊙
Florida	—	—	—	—	—	⊙
Georgia	⊙	⊙	⊙	⊙	⊙	—
Hawaii	—	⊙	⊙	⊙	—	—
Illinois	—	—	—	—	●	—
Indiana	—	—	—	—	—	—
Iowa	⊙	⊙	⊙	⊙	⊙	⊙
Kansas	⊙	⊙	⊙	⊙	⊙	—
Kentucky	—	●	●	●	—	—
Maryland	●	●	●	●	●	●
Massachusetts	●	●	●	●	●	⊙
Minnesota	—	—	—	—	—	—
Missouri	—	—	—	—	—	—
Nebraska	⊙	⊙	⊙	⊙	⊙	—
Nevada	—	—	—	—	—	●
New Jersey	●	—	—	—	●	⊙
New York	●	—	—	—	—	⊙
North Carolina	—	—	—	—	—	●
North Dakota	⊙	—	—	—	⊙	—
Ohio	●	●	●	●	—	—
Rhode Island	●	●	●	●	●	—
South Carolina	—	—	—	—	—	—
South Dakota	⊙	⊙	⊙	⊙	⊙	—
Tennessee	—	—	—	—	—	●
Utah	—	—	—	—	—	●
Vermont	—	●	●	●	—	—
Wisconsin	—	—	—	—	—	—

Abbreviation: ED, emergency department

[a] Opioid-related ED visit rates are per 100,000 population. The actual ED visit rates for both sexes and each age group by State are provided in Appendix B.

Source: Agency for Healthcare Research and Quality (AHRQ), Center for Delivery, Organization, and Markets, Healthcare Cost and Utilization Project (HCUP), HCUP Fast Stats, Opioid-Related Hospital Use (www.hcup-us.ahrq.gov/faststats/landing.jsp) based on the HCUP State Emergency Department Databases (SEDD)

- **Some States consistently ranked lowest or highest in rates of opioid-related ED visits in all patient sex and age groups in 2014.**

  Two States consistently ranked as having among the lowest rates of opioid-related ED visits across all patient sex and age groups: Arkansas and Iowa. Similarly, Georgia, Kansas, Nebraska, and South Dakota ranked among the States with the lowest rates in all but one sex and age group. One State, Maryland, consistently ranked as having among the highest rates of opioid-related ED visits across all patient sex and age groups. Massachusetts and Rhode Island ranked among the States with the highest rates in all but one sex or age group.

- **Some States ranked lowest in rates of opioid-related ED visits for some patient sex and age groups but highest for other patient sex and age groups.**

  Some States had consistently high rates or consistently low rates of ED visits for some age and sex groups. However, other States had high rates for some patient subgroups and low rates for other patient subgroups. For instance, Connecticut and Massachusetts had among the highest rates of opioid-related ED visits for patients aged 1–24, 25–44, and 45–64 years but ranked among the States with the lowest rates for patients aged 65 years and older.

Appendix A. State-level rates[a] of opioid-related inpatient stays, by patient sex and age group, 2014

State	Males	Females	Ages 1–24 years	Ages 25–44 years	Ages 45–64 years	Ages 65+ years
Arizona	229.7	264.1	65.9	275.8	399.0	371.2
Arkansas	118.0	159.8	37.9	206.0	194.2	160.9
California	168.8	167.9	40.4	159.3	286.1	303.1
Colorado	166.0	206.4	58.5	192.4	263.6	353.7
Connecticut	377.3	299.8	78.3	490.3	515.5	297.3
District of Columbia	472.0	312.8	62.2	186.3	1138.8	330.8
Florida	219.8	249.3	67.1	335.9	331.7	232.6
Georgia	104.5	133.9	27.1	135.4	185.9	214.4
Hawaii	163.6	119.3	36.7	163.1	233.4	161.8
Illinois	349.2	265.4	54.6	365.7	598.7	249.6
Indiana	176.7	216.4	63.5	320.9	240.1	226.3
Iowa	63.0	82.3	20.1	75.8	95.3	143.8
Kansas	87.2	121.2	23.9	127.5	148.9	185.9
Kentucky	255.8	304.2	112.4	561.4	280.3	175.1
Louisiana	155.7	155.1	52.9	287.3	176.2	132.5
Maine	273.6	326.3	115.6	620.4	254.7	274.8
Maryland	442.7	367.2	100.8	592.2	640.7	284.7
Massachusetts	433.4	356.3	132.3	689.0	466.8	307.6
Michigan	222.3	236.6	61.1	330.6	336.6	239.3
Minnesota	228.2	266.0	106.1	325.4	309.1	324.2
Missouri	259.8	263.0	92.0	461.8	298.7	243.8
Montana	163.4	264.2	50.2	269.3	273.6	351.9
Nebraska	63.4	93.5	26.6	85.6	105.4	145.7
Nevada	150.1	198.5	51.2	185.7	272.4	267.5
New Jersey	327.3	251.9	97.7	470.3	398.5	182.6
New Mexico	205.4	225.2	83.6	340.7	266.7	219.9
New York	467.1	260.2	118.7	533.0	555.7	213.9
North Carolina	198.8	240.0	78.4	333.6	273.1	247.8
North Dakota	133.4	190.4	55.2	231.3	184.1	244.7
Ohio	276.6	306.7	109.8	565.4	314.6	209.9
Oklahoma	122.9	186.7	45.9	199.4	224.2	221.2
Oregon	266.9	346.4	62.8	296.9	435.6	599.9
Pennsylvania	299.8	271.0	94.6	506.5	339.0	237.1
Rhode Island	421.8	335.8	86.9	623.6	540.1	281.2
South Carolina	123.8	158.3	37.5	200.7	191.9	182.1
South Dakota	108.6	148.2	45.5	163.8	154.8	218.4
Tennessee	222.9	279.2	83.7	372.7	336.4	261.3
Texas	90.9	106.1	29.5	115.5	147.2	178.2
Utah	189.7	219.3	69.9	325.0	288.4	270.6
Vermont	147.6	257.4	95.3	449.0	147.4	170.4
Virginia	156.2	176.5	55.8	238.6	211.3	206.5
Washington	279.1	347.2	102.2	368.9	416.9	505.4
West Virginia	326.7	371.2	168.5	739.9	320.9	177.6
Wisconsin	187.1	238.2	73.8	294.0	247.1	324.5
Wyoming	74.0	118.1	24.4	142.5	125.8	133.9

[a] Opioid-related inpatient rates are per 100,000 population.

Source: Agency for Healthcare Research and Quality (AHRQ), Center for Delivery, Organization, and Markets, Healthcare Cost and Utilization Project (HCUP), HCUP Fast Stats, Opioid-Related Hospital Use (www.hcup-us.ahrq.gov/faststats/landing.jsp) based on the HCUP State Inpatient Databases (SID)

Appendix B. State-level rates[a] of opioid-related ED visits, by patient sex and age group, 2014

State	Males	Females	Ages 1–24 years	Ages 25–44 years	Ages 45–64 years	Ages 65+ years
Arizona	224.4	205.4	128.5	358.1	255.0	112.6
Arkansas	63.3	79.6	35.3	130.1	81.6	41.5
California	169.0	144.0	74.3	228.6	214.9	110.9
Connecticut	323.7	188.9	157.2	549.1	231.1	47.2
Florida	110.5	107.8	59.7	220.3	111.7	41.2
Georgia	96.3	94.5	48.4	166.1	101.6	64.9
Hawaii	130.9	93.5	46.8	179.1	158.4	56.9
Illinois	204.4	135.0	70.5	272.9	248.9	62.0
Indiana	159.6	145.1	95.6	316.4	124.4	61.1
Iowa	37.0	53.1	22.4	69.2	51.4	47.9
Kansas	70.7	91.4	36.0	147.6	98.6	54.5
Kentucky	230.3	209.4	131.8	494.1	159.8	60.4
Maryland	353.5	251.1	146.9	510.2	398.3	77.1
Massachusetts	598.8	310.4	299.1	1071.3	284.4	41.0
Minnesota	134.6	133.7	88.1	240.6	129.0	66.8
Missouri	187.3	152.2	94.4	362.2	148.2	61.5
Nebraska	47.0	58.2	28.0	82.6	60.2	50.3
Nevada	186.3	179.9	99.4	294.7	219.8	101.1
New Jersey	265.4	166.1	115.4	401.2	250.0	45.1
New York	252.0	123.5	109.6	340.8	204.8	40.2
North Carolina	187.8	169.5	109.6	351.0	157.5	73.1
North Dakota	86.4	114.7	61.2	191.5	94.3	54.2
Ohio	319.6	257.6	178.1	686.8	202.2	54.7
Rhode Island	383.0	218.9	166.0	625.2	294.4	64.7
South Carolina	109.5	102.3	52.1	209.9	108.4	49.1
South Dakota	61.2	65.0	33.8	118.5	59.5	51.0
Tennessee	140.3	150.7	72.5	272.8	152.4	78.6
Utah	179.4	166.8	91.3	330.1	169.4	95.3
Vermont	226.7	220.8	139.5	558.1	145.3	68.9
Wisconsin	165.0	148.8	103.7	333.6	118.7	59.9

[a] Opioid-related ED visit rates are per 100,000 population.

Source: Agency for Healthcare Research and Quality (AHRQ), Center for Delivery, Organization, and Markets, Healthcare Cost and Utilization Project (HCUP), HCUP Fast Stats, Opioid-Related Hospital Use (www.hcup-us.ahrq.gov/faststats/landing.jsp) based on the HCUP State Emergency Department Databases (SEDD)

Data Source

The estimates in this Statistical Brief are based upon data from the Healthcare Cost and Utilization Project (HCUP) 2005–2014 National (Nationwide) Inpatient Sample (NIS), 2005–2014 Nationwide Emergency Department Sample (NEDS), 2014 State Inpatient Databases (SID), and 2014 State Emergency Department Databases (SEDD). The statistics were generated from HCUP Fast Stats, a free, online tool that provides users with easy access to the latest HCUP-based statistics for health information topics, including opioid-related hospital use.[4]

Inpatient statistics from HCUP Fast Stats were available for the following 44 individual States and the District of Columbia in 2014: Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

Emergency department (ED) statistics from HCUP Fast Stats were available for the following 30 individual States in 2014: Arizona, Arkansas, California, Connecticut, Florida, Georgia, Hawaii, Illinois, Indiana, Iowa, Kansas, Kentucky, Maryland, Massachusetts, Minnesota, Missouri, Nebraska, Nevada, New Jersey, New York, North Carolina, North Dakota, Ohio, Rhode Island, South Carolina, South Dakota, Tennessee, Utah, Vermont, and Wisconsin.

Rates are presented in HCUP Fast Stats using population data obtained from Claritas, a vendor that compiles and adds value to data from the U.S. Census Bureau.[5]

Definitions

Diagnoses and ICD-9-CM
The *principal diagnosis* is that condition established after study to be chiefly responsible for the patient's admission to the hospital. *Secondary diagnoses* are concomitant conditions that coexist at the time of admission or develop during the stay. *All-listed diagnoses* include the principal diagnosis plus these additional secondary conditions.

ICD-9-CM is the International Classification of Diseases, Ninth Revision, Clinical Modification, which assigns numeric codes to diagnoses. There are approximately 14,000 ICD-9-CM diagnosis codes.

Case definition
Opioid-related hospital use was identified using the following all-listed ICD-9-CM diagnosis codes:

- 304.00–304.02: Opioid type dependence (unspecified; continuous; episodic)
- 304.70–304.72: Combinations of opioid type drug with any other drug dependence (unspecified; continuous; episodic)
- 305.50–305.52: Opioid abuse (unspecified; continuous; episodic)
- 965.00–965.02; 965.09: Poisoning by opium (alkaloids), unspecified; heroin; methadone; other opiates and related narcotics
- 970.1: Poisoning by opiate antagonists
- E850.0–E850.2: Accidental poisoning by heroin; methadone; other opiates and related narcotics
- E935.0–E935.2: Heroin, methadone, other opiates and related narcotics causing adverse effects in therapeutic use
- E940.1: Opiate antagonists causing adverse effects in therapeutic use

[4] Agency for Healthcare Research and Quality. HCUP Fast Stats Web site, Opioid-Related Hospital Use path. www.hcup-us.ahrq.gov/faststats/landing.jsp. Accessed January 26, 2017.
[5] Claritas. Claritas Demographic Profile. www.claritas.com. Accessed June 23, 2017.

It should be noted that ICD-9-CM diagnosis codes related to opioid dependence or abuse "in remission" were not used to identify opioid-related hospital use because remission does not indicate active use of opioids. Potential changes in the use of ICD-9-CM codes identifying opioid use cannot be isolated in these analyses.

These codes include opioid-related use stemming from illicit opioids such as heroin, illegal use of prescription opioids, and the use of opioids as prescribed. Each type of opioid use is important for understanding and addressing the opioid epidemic in the United States.[6] While there may be interest in examining how much each type of opioid use contributes to the overall opioid problem, many of the opioid-related codes under the ICD-9-CM clinical coding system do not allow heroin-related cases to be explicitly identified (e.g., in the 304.0x series, heroin is not distinguished from other opioids). In addition, the codes do not distinguish between illegal use of prescription drugs and their use as prescribed.

Types of hospitals included in the HCUP National (Nationwide) Inpatient Sample
The National (Nationwide) Inpatient Sample (NIS) is based on data from community hospitals, which are defined as short-term, non-Federal, general, and other hospitals, excluding hospital units of other institutions (e.g., prisons). The NIS includes obstetrics and gynecology, otolaryngology, orthopedic, cancer, pediatric, public, and academic medical hospitals. Excluded are long-term care facilities such as rehabilitation, psychiatric, and alcoholism and chemical dependency hospitals. Beginning in 2012, long-term acute care hospitals are also excluded. However, if a patient received long-term care, rehabilitation, or treatment for a psychiatric or chemical dependency condition in a community hospital, the discharge record for that stay will be included in the NIS.

Types of hospitals included in the HCUP Nationwide Emergency Department Sample
The Nationwide Emergency Department Sample (NEDS) is based on data from community hospitals, which are defined as short-term, non-Federal, general, and other hospitals, excluding hospital units of other institutions (e.g., prisons). The NEDS includes specialty, pediatric, public, and academic medical hospitals. Excluded are long-term care facilities such as rehabilitation, psychiatric, and alcoholism and chemical dependency hospitals. Hospitals included in the NEDS have hospital-owned emergency departments (EDs) and no more than 90 percent of their ED visits resulting in admission.

Types of hospitals included in HCUP State Inpatient Databases
This analysis used State Inpatient Databases (SID) limited to data from community hospitals, which are defined as short-term, non-Federal, general, and other hospitals, excluding hospital units of other institutions (e.g., prisons). Community hospitals include obstetrics and gynecology, otolaryngology, orthopedic, cancer, pediatric, public, and academic medical hospitals. Excluded for this analysis are long-term care facilities such as rehabilitation, psychiatric, and alcoholism and chemical dependency hospitals. However, if a patient received long-term care, rehabilitation, or treatment for a psychiatric or chemical dependency condition in a community hospital, the discharge record for that stay was included in the analysis.

Types of hospitals included in HCUP State Emergency Department Databases
This analysis used State Emergency Department Databases (SEDD) limited to data from community hospitals with a hospital-owned emergency department. Community hospitals are defined as short-term, non-Federal, general, and other hospitals, excluding hospital units of other institutions (e.g., prisons). Community hospitals include specialty, pediatric, public, and academic medical hospitals. Excluded for this analysis are long-term care facilities such as rehabilitation, psychiatric, and alcoholism and chemical dependency hospitals.

Unit of analysis
The unit of analysis for inpatient data is the hospital discharge (i.e., the hospital stay), not a person or patient. This means that a person who is admitted to the hospital multiple times in 1 year will be counted each time as a separate discharge from the hospital. Inpatient stays include those for patients admitted through the emergency department (ED). Patients transferred between inpatient hospitals are counted only once.

[6] Compton WM, Jones CM, Baldwin GT. Relationship between nonmedical prescription-opioid use and heroin use. The New England Journal of Medicine. 2016;374:154–63.

The unit of analysis for ED data is the ED visit, not a person or patient. This means that a person who is seen in the ED multiple times in 1 year will be counted each time as a separate visit in the ED. ED visits exclude those for patients admitted to the same hospital and also exclude patients transferred to another hospital.

About HCUP

The Healthcare Cost and Utilization Project (HCUP, pronounced "H-Cup") is a family of health care databases and related software tools and products developed through a Federal-State-Industry partnership and sponsored by the Agency for Healthcare Research and Quality (AHRQ). HCUP databases bring together the data collection efforts of State data organizations, hospital associations, and private data organizations (HCUP Partners) and the Federal government to create a national information resource of encounter-level health care data. HCUP includes the largest collection of longitudinal hospital care data in the United States, with all-payer, encounter-level information beginning in 1988. These databases enable research on a broad range of health policy issues, including cost and quality of health services, medical practice patterns, access to health care programs, and outcomes of treatments at the national, State, and local market levels.

HCUP would not be possible without the contributions of the following data collection Partners from across the United States:

Alaska Department of Health and Social Services
Alaska State Hospital and Nursing Home Association
Arizona Department of Health Services
Arkansas Department of Health
California Office of Statewide Health Planning and Development
Colorado Hospital Association
Connecticut Hospital Association
District of Columbia Hospital Association
Florida Agency for Health Care Administration
Georgia Hospital Association
Hawaii Health Information Corporation
Illinois Department of Public Health
Indiana Hospital Association
Iowa Hospital Association
Kansas Hospital Association
Kentucky Cabinet for Health and Family Services
Louisiana Department of Health
Maine Health Data Organization
Maryland Health Services Cost Review Commission
Massachusetts Center for Health Information and Analysis
Michigan Health & Hospital Association
Minnesota Hospital Association
Mississippi State Department of Health
Missouri Hospital Industry Data Institute
Montana Hospital Association
Nebraska Hospital Association
Nevada Department of Health and Human Services
New Hampshire Department of Health & Human Services
New Jersey Department of Health
New Mexico Department of Health
New York State Department of Health
North Carolina Department of Health and Human Services
North Dakota (data provided by the Minnesota Hospital Association)
Ohio Hospital Association
Oklahoma State Department of Health
Oregon Association of Hospitals and Health Systems
Oregon Office of Health Analytics

Pennsylvania Health Care Cost Containment Council
Rhode Island Department of Health
South Carolina Revenue and Fiscal Affairs Office
South Dakota Association of Healthcare Organizations
Tennessee Hospital Association
Texas Department of State Health Services
Utah Department of Health
Vermont Association of Hospitals and Health Systems
Virginia Health Information
Washington State Department of Health
West Virginia Health Care Authority
Wisconsin Department of Health Services
Wyoming Hospital Association

About Statistical Briefs

HCUP Statistical Briefs are descriptive summary reports presenting statistics on hospital inpatient, ambulatory surgery, and emergency department use and costs, quality of care, access to care, medical conditions, procedures, patient populations, and other topics. The reports use HCUP administrative health care data.

About the NIS

The HCUP National (Nationwide) Inpatient Sample (NIS) is a nationwide database of hospital inpatient stays. The NIS is nationally representative of all community hospitals (i.e., short-term, non-Federal, nonrehabilitation hospitals). The NIS includes all payers. It is drawn from a sampling frame that contains hospitals comprising more than 95 percent of all discharges in the United States. The vast size of the NIS allows the study of topics at the national and regional levels for specific subgroups of patients. In addition, NIS data are standardized across years to facilitate ease of use. Over time, the sampling frame for the NIS has changed; thus, the number of States contributing to the NIS varies from year to year. The NIS is intended for national estimates only; no State-level estimates can be produced.

The 2012 NIS was redesigned to optimize national estimates. The redesign incorporates two critical changes:

- Revisions to the sample design—starting with 2012, the NIS is now a *sample of discharge records from all HCUP-participating hospitals*, rather than a sample of hospitals from which all discharges were retained (as is the case for NIS years before 2012).

- Revisions to how hospitals are defined—the NIS now uses the *definition of hospitals and discharges supplied by the statewide data organizations* that contribute to HCUP, rather than the definitions used by the American Hospital Association (AHA) Annual Survey of Hospitals.

The new sampling strategy is expected to result in more precise estimates than those that resulted from the previous NIS design by reducing sampling error: for many estimates, confidence intervals under the new design are about half the length of confidence intervals under the previous design. The change in sample design for 2012 necessitates recomputation of prior years' NIS data to enable analyses of trends that use the same definitions of discharges and hospitals.

About the NEDS

The HCUP Nationwide Emergency Department Database (NEDS) is a unique and powerful database that yields national estimates of emergency department (ED) visits. The NEDS was constructed using records from both the HCUP State Emergency Department Databases (SEDD) and the State Inpatient Databases (SID). The SEDD capture information on ED visits that do not result in an admission (i.e., patients who were treated in the ED and then released from the ED, or patients who were transferred to another hospital); the SID contain information on patients initially seen in the ED and then admitted to the same

hospital. The NEDS was created to enable analyses of ED utilization patterns and support public health professionals, administrators, policymakers, and clinicians in their decisionmaking regarding this critical source of care. The NEDS is produced annually beginning in 2006. Over time, the sampling frame for the NEDS has changed; thus, the number of States contributing to the NEDS varies from year to year. The NEDS is intended for national estimates only; no State-level estimates can be produced.

About the SID

The HCUP State Inpatient Databases (SID) are hospital inpatient databases from data organizations participating in HCUP. The SID contain the universe of the inpatient discharge abstracts in the participating HCUP States, translated into a uniform format to facilitate multistate comparisons and analyses. Together, the SID encompass more than 95 percent of all U.S. community hospital discharges. The SID can be used to investigate questions unique to one State, to compare data from two or more States, to conduct market-area variation analyses, and to identify State-specific trends in inpatient care utilization, access, charges, and outcomes.

About the SEDD

The HCUP State Emergency Department Databases (SEDD) include information from hospital-owned emergency departments (EDs) from data organizations participating in HCUP, translated into a uniform format to facilitate multistate comparisons and analyses. The SEDD capture information on ED visits that do not result in an admission to the same hospital (i.e., patients who are treated in the ED and then discharged, transferred to another hospital, left against medical advice, or died). The SEDD contain a core set of clinical and nonclinical information on all patients, including individuals covered by Medicare, Medicaid, or private insurance, as well as those who are uninsured. The SEDD can be used to investigate questions unique to one State, to compare data from two or more States, to conduct market-area variation analyses, and to identify State-specific trends in injury surveillance, emerging infections, and other conditions treated in the ED.

About HCUP Fast Stats

HCUP Fast Stats (www.hcup-us.ahrq.gov/faststats/landing.jsp) is an interactive, online tool that provides easy access to the quarterly HCUP-based statistics for select State and national health information topics. HCUP Fast Stats uses side-by-side comparisons of visual statistical displays, trend figures, or simple tables to convey complex information at a glance. Topics currently available in HCUP Fast Stats include State Trends in Hospital Use by Payer; National Hospital Utilization and Costs; and Opioid-Related Hospital Use, National and State. HCUP Fast Stats presents statistics using data from HCUP's National (Nationwide) Inpatient Sample (NIS), the Nationwide Emergency Department Sample (NEDS), the State Inpatient Databases (SID), and the State Emergency Department Databases (SEDD).

For More Information

For other information on mental health and substance abuse, including opioids, refer to the HCUP Statistical Briefs located at www.hcup-us.ahrq.gov/reports/statbriefs/sb_mhsa.jsp.

For additional HCUP statistics, visit:

- HCUP Fast Stats at www.hcup-us.ahrq.gov/faststats/landing.jsp for easy access to the latest HCUP-based statistics for health information topics
- HCUPnet, HCUP's interactive query system, at www.hcupnet.ahrq.gov/

For more information about HCUP, visit www.hcup-us.ahrq.gov/.

For a detailed description of HCUP and more information on the design of the National (Nationwide) Inpatient Sample, Nationwide Emergency Department Sample (NEDS), State Inpatient Databases (SID), or State Emergency Department Databases (SEDD), please refer to the following database documentation:

Agency for Healthcare Research and Quality. Overview of the National (Nationwide) Inpatient Sample (NIS). Healthcare Cost and Utilization Project (HCUP). Rockville, MD: Agency for Healthcare Research and Quality. Updated December 2016. www.hcup-us.ahrq.gov/nisoverview.jsp. Accessed January 31, 2017.

Agency for Healthcare Research and Quality. Overview of the Nationwide Emergency Department Sample (NEDS). Healthcare Cost and Utilization Project (HCUP). Rockville, MD: Agency for Healthcare Research and Quality. Updated December 2016. www.hcup-us.ahrq.gov/nedsoverview.jsp. Accessed January 31, 2017.

Agency for Healthcare Research and Quality. Overview of the State Inpatient Databases (SID). Healthcare Cost and Utilization Project (HCUP). Rockville, MD: Agency for Healthcare Research and Quality. Updated June 2016. www.hcup-us.ahrq.gov/sidoverview.jsp. Accessed January 31, 2017.

Agency for Healthcare Research and Quality. Overview of the State Emergency Department Databases (SEDD). Healthcare Cost and Utilization Project (HCUP). Rockville, MD: Agency for Healthcare Research and Quality. Updated June 2016. www.hcup-us.ahrq.gov/seddoverview.jsp. Accessed January 31, 2017.

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* * *

AHRQ welcomes questions and comments from readers of this publication who are interested in obtaining more information about access, cost, use, financing, and quality of health care in the United States. We also invite you to tell us how you are using this Statistical Brief and other HCUP data and tools, and to share suggestions on how HCUP products might be enhanced to further meet your needs. Please e-mail us at hcup@ahrq.gov or send a letter to the address below:

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Agency for Healthcare Research and Quality
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DEATH

Heroin and opioid overdoses on the rise in Connecticut towns

JANUARY 6, 2016

Jacqueline Stoughton
Contributor

By the time Tyler was 26 he had tried everything from marijuana to ecstasy to cocaine to morphine— eventually becoming hooked on percocet. He paid about $35 per pill to keep up this habit, until a friend introduced him to a cheaper alternative: heroin.

The Enfield resident, whose name has been withheld to protect his privacy, described the high as "pure euphoria, it's the ultimate high. I felt like Superman." Fearing the worst, his parents convinced him to enter rehab, and he's been sober for one year.

But he's one of the fortunate in Connecticut.

Opioid pills and heroin are making a lethal comeback among young adults in Connecticut communities.

The drugs of choice are no longer uppers, including cocaine, but rather downer drugs, particularly opioid pills and heroin. Between 2012 and September 2015, the average age of death in Connecticut for those with heroin in their system was 38, while for cocaine the average age was 43.

Within the past three years, Connecticut has seen a significant increase in users and deaths because of overdoses from both heroin and opioid pills.

The data (https://data.ct.gov/Health-and-Human-Services/Accidental-Drug-Related-Deaths-January-June-2015/rybz-nyjw), obtained through Data Connecticut and provided by the chief medical examiner's office, show a spike in 2013 in the overdose death rates from heroin and opioid pills. Rates continued to rise gradually in 2014, and data through September 2015 demonstrate a continuing rise.

Drug addiction claimed nearly 47,000 lives in 2014 throughout the United States, according to the Centers for Disease Control and Prevention (http://www.cdc.gov/mmwr/preview/mmwrhtml/mm64e1218a1.htm?s_cid=mm64e1218a1_e).

The increased addiction to opioids has become a national public health crisis, prompting Gov. Dannel Malloy to sign a bill (http://portal.ct.gov/Departments_and_Agencies/Office_of_the_Governor/Press_Room/Press_Releases/2015/07-2015/Gov_Malloy_Signs_Bill_Combating_Substance_Abuse_and_Opioid_Overdose/) in July 2015 meant to assist in curbing substance abuse and opioid overdoses.

According to the Connecticut data, Hartford, Waterbury, New Haven, Bridgeport and Norwich are the Connecticut cities where overdoses from both heroin and opioid pain pills are most common.

When adjusted for population, municipalities like New London and Sprague have a higher overdose rate— and some of the smaller, suburban and rural towns with populations under 10,000, such as Sharon and North Canaan, have at least three deaths from heroin or opioid pills or a combination. Because of their small populations, these towns have a relatively higher death rate than some of the larger cities.

In most instances, this heroin addiction usually begins with a preliminary addiction to some sort of opioid pain pill, such as oxycodone, methadone, morphine and fentanyl, according to officials.

The transition from pills to heroin occurs for various reasons— usually cost, accessibility or the desire to achieve a better high. More options for taking heroin, besides shooting up with a needle, make the drug more appealing to a broader range of people. Users can now smoke it, swallow it or snort it.

According to Tyler, opioid pills sell for a minimum of $30 and can reach price tags as high as hundreds of dollars per pill; whereas heroin sells for $10 a hit. Thus, dealers tend to offer package deals, allowing users to make their supplies last longer and to get the most out of what they've paid for, said Tyler.

"I've seen a lot of addicts where that addiction [to pain pills] goes to heroin because it's cheaper," said Diane McCabe, a nurse at Hartford Hospital who works in the maternal fetal medicine outpatient clinic for high-risk pregnancies. "Young kids are selling it on the street from wherever they can steal it from."

McCabe said that about 20 percent of her pregnant patients are drug addicts, and most are still using during their pregnancy. To prevent these women from buying heroin off the street, workers prescribe methadone so they won't suffer from withdrawal.

She also continues to care for high-risk patients after delivery, since their children are almost always born suffering from methadone withdrawal.

McCabe said the biggest complaint hospitals face from patients is about inadequate pain control.

Overprescription of pain medications is a major factor in the increase of opioid addiction, according to McCabe, who said patients typically go home with a prescription for 30 to 50 percocets (http://csms.org/wp-content/uploads/2015/02/Opioid-Guidelines-FINAL-1_20_2015.pdf).

"I've been a nurse for 30 years and have seen an increase in users and an increase in the reliance on methadone," said McCabe. "We're abusing methadone and over-prescribing on that."

Ten milligrams a day of methadone is what's recommended for recovering heroin addicts who are taking this supplemental opioid to help them wean off street heroin. That amount is equivalent to using one bag of heroin a day.

According to McCabe, hospitals are giving their patients up to 200 milligrams of methadone a day. "The thinking is, we don't want them to go out and use on the streets," she said.

To beat his addiction, Tyler was prescribed naltrexone, an "opiate antagonist" which is

used to help ease users off the opioid they're addicted to by blocking its action.

Tyler said he became addicted to heroin after the first hit, since it was now substituting for the pills.

Eventually, the euphoric feeling drastically decreased to sickness – Tyler was now taking heroin just to feel normal and to counteract the illness he felt throughout his body, then taking more to achieve a high. He said he found himself "speed balling," mixing heroin with cocaine, just to feel a better high by combating the downer effects of heroin with an upper drug such as cocaine that would provide him with more energy.

Tyler's family staged an intervention and sent him to a rehab facility in Florida — he has been sober following a year out of rehab. By regularly attending therapy sessions, he worked on the underlying issues that lead to his addictions.

"My biggest regrets are hurting my family, the lost time and money and the damage caused to my body," he said.

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NEW HAVEN REGISTER
http://www.nhregister.com/connecticut/article/Connecticut-medical-examiner-seeks-more-staffing-11311336.php

Connecticut medical examiner seeks more staffing as fatal drug overdoses surpass 900

State ME details results of budget woes

Published 8:04 pm, Thursday, February 23, 2017

Connecticut Chief Medical Examiner Dr. James Gill, right, testifies during a General Assembly Appropriations Committee hearing Thursday in Hartford. Seated next to Gill is Lincoln Gordon, the medical examiner's office fiscal manager.

HARTFORD >> The number of overdoses just keeps rising.

Fatal drug overdoses in Connecticut topped 900 last year, marking the fifth straight year that accidental drug intoxications continue rising. Connecticut Chief Medical Examiner Dr. James

Gill said Thursday that 917 people died of overdoses in 2016, which surpassed his own initial estimate of 888.

Last year's figures represent a 25 percent jump from 2015, Gill said, when 729 people died.

Gill disclosed the figures while testifying before the General Assembly's Appropriations Committee during a hearing at the Legislative Office Building. Gill said he will release the 2016 drug data Friday.

Fatal overdose figures played a central role in Thursday's hearing.

Apart from painting an increasingly harrowing picture of the state's opioid crisis, the uptick in overdoses has led Gill's office to reach something of a crossroads. It lost full accreditation from the National Association of Medical Examiners, and without changes to its budget to address deficiencies caused partially by the increase in overdoses, it will lose accreditation altogether this fall.

The loss of accreditation means Gill's office isn't meeting minimal standards for death investigations.

"During the past three years, we've been faced with record high numbers of deaths requiring investigations, coupled with record low staffing levels," Gill said Thursday. "This is resulting in the delay and backlogs in completed, final death certificates and autopsy reports."

Gill needs to add two additional pathologists, or medical examiners, to help complete autopsies. The national accreditation agency pulled the agency's full accreditation and placed it on provisional accreditation partially because the office has too many bodies and not enough medical examiners to inspect them. The agency is the only state agency performing legal and medical death investigations.

While Gill's office requested additional money to cover the roughly $190,000 annual salary for the two positions for the 2018 and 2019 fiscal year budgets, Gov. Dannel Malloy's recommended plan eliminated the two positions. Gill is hoping the appropriation committee will recommend adding those two positions back to ensure the office's accreditation. The medical examiner's office has four vacancies.

Autopsy have increased by 60 percent over the past three years, Gill said. This leaves the office with two options: Get more medical examiners or conduct fewer autopsies, the latter which could compromise the office's death investigations.

"Our current medical examiner staff is simply insufficient (in) size for (the) number of deaths that we investigate," Gill said. "Even if drug deaths start to decrease, our autopsy numbers are unlikely to fall dramatically."

Gill said on average, a medical examiner from the OCME office testifies about twice a week in a homicide trial. Losing accreditation could leave the office vulnerable.

"It means that our opinions on causes of death are more likely to be challenged or doubted in court," Gill said.

Committee Co-Chairwoman Rep. **Toni Walker**, D-New Haven, asked Gill about the office's refrigeration requirements, which was another deficiency NAME said needs to be addressed. Gill said his office is expanding its storage space to increase capacity, which he said should be completed soon.

State Rep. **Whit Betts**, R-Bristol, said he couldn't help but think that there was a "deliberate" effort to allow OCME to lose accreditation. Bettes asked Gill if there was any effort to eliminate his office and how confident Gill was that full accreditation will be restored. He, too, questioned how losing accreditation could impact prosecutions.

Fatal overdoses involving opioids such as heroin and fentanyl have largely driven the recent increase. Gill said last year, fentanyl, an opioid that can be 50 times more potent than heroin, was involved in more than 479 fatal overdoses — a 155 percent increase from 2015. Overdoses involving this opioid nearly surpassed the number of deaths involving heroin. There were 504 deaths involving heroin in 2015.

According to the state's **Office of Fiscal Analysis**, OCME is requesting $7.3 million for the 2018 fiscal year and $7.4 million for the 2019 fiscal year. The governor's recommended plan for 2018 and 2019 fiscal year is significantly less, at $6.2 million each year. OCME had $6.5 million budgeted for the 2016 fiscal year and $5.9 million appropriated for its 2017 budget.

The OCME has until September to address its deficiencies, though Gill said NAME could extend the deadline if OCME proves it's working toward addressing its deficiencies.

"Loss of accreditation is a red flag to you, the government, that our office is having a problem," Gill said during his testimony. "I need your help to fix that."

Reach Esteban L. Hernandez at 203-680-9901.

NEWS

CCM report: Connecticut officials must declare opioid crisis

This story originally ***appeared in the Register Citizen (http://www.registercitizen.com/general-news/20160828/ccm-report-connecticut-officials-must-declare-opioid-crisis)***.

By Kathleen Schassler

HARTFORD >> Nearly 2,000 opioid-involved deaths over five years has ravaged families throughout most of Connecticut's 169 towns and cities.

A new municipal toolkit was created for local leaders to deal with the epidemic, a public health crisis impacting now every community in the state.

At the heart of the issue is painkiller addictions that typically lead users to heroin which is a cheaper and accessible drug, according to a report recently published by the Connecticut Conference of Municipalities. In it, officials request that the governor declare heroin abuse a statewide epidemic.

"The rate at which Connecticut is seeing overdose deaths is staggering," said Rudy Marconi in the report. The Ridgefield first selectman is also chair of the CCM Drug Abuse Prevention Work Group. Local officials have the "capacity and obligation" to lead communities through this epidemic by "providing practical policies" that combat the crisis, he said.

The 25-page public-policy toolkit, "How Local Leaders Can Combat Drug Abuse," offers a plan for leadership and guidance to help "stem the crisis and provide support to individuals and families struggling to overcome addiction to save lives."

A 2014 Drug Abuse Prevention Work Group was tasked with examining the growing concern of drug abuse in the state, with this report offering encouragement for a community-based response.

Municipal leaders "can make real difference in addressing the crisis," Ron Thomas, CCM deputy director, wrote in the report. "In doing so, lives will be saved and healthier and safer communities will thrive."

The tools offer officials 10 ways to combat drug abuse in their communities, including objectives like "dedicate time to understand substance abuse and the epidemic in your community" to "take the lead to increase public awareness" and "designate a municipal point person regarding substance abuse." All suggestions drill further down with explanations of helpful resources.

Other ideas include increased collaboration and public education, including the idea of a "one-page fact sheet and resource guide" for residents.

"The issue is complex, the solution not singular," according to the toolkit. "Municipal leaders and employees have key roles to play. From the municipal CEO to the first responder and those within our schools, parks and recreation and local service providers can work to address the growing need."

A conversation must take place between not just lawmakers, but public health officials, law enforcement and the general public, according to Senate Minority Leader Len Fasano. "It must be a conversation among all stakeholders," said Fasano, in the report, with support from House Republican Leader Themis Klarides. "Together we need an open dialogue and we can't wait any longer."

The **info includes the 2016 accidental overdose data (/Users/kschassler/Downloads/DrugAbuseToolkit_072816.pdf)**, along with trends since 2012.

The work group includes municipal leaders from many towns, including Torrington, Durham, Roxbury, Litchfield, Somers and East Haddam. Other organizations represented include Enfield Social Services, the Connecticut State Police, Connecticut Association of Prevention Practitioners, Killingworth Substance Abuse Prevention Coalition, New Haven Health Department, Madison Youth and Family Services, and many others.

For more, visit **www.DrugFreeCT.org (http://www.drugfreect.org/)**.

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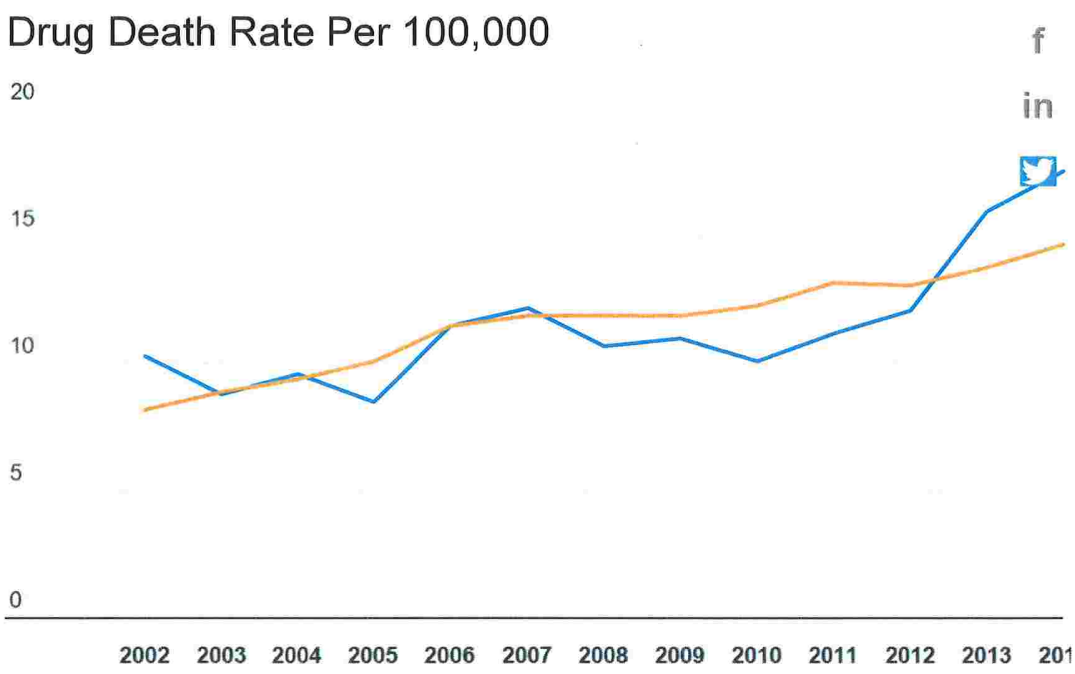
Addressing the Opioid Epidemic (/PR/Addressing_the_Opioid_Epidemic)

This year we passed lifesaving legislation to combat the opioid crisis here in Connecticut. We will soon have one of the most comprehensive laws in the nation to prevent and treat opioid abuse. It is important to understand what led us to pass this groundbreaking legislation. From now until International Overdose Awareness Day on August 31st we will be taking an in-depth look at the opioid epidemic in Connecticut as well as our efforts to address it.

Where we stand now

On average two people in Connecticut die from drug overdoses every day. More people die in Connecticut from drug overdoses than in car accidents or by gun violence. The 723 drug overdose deaths in 2015 were more than twice the number three years ago.



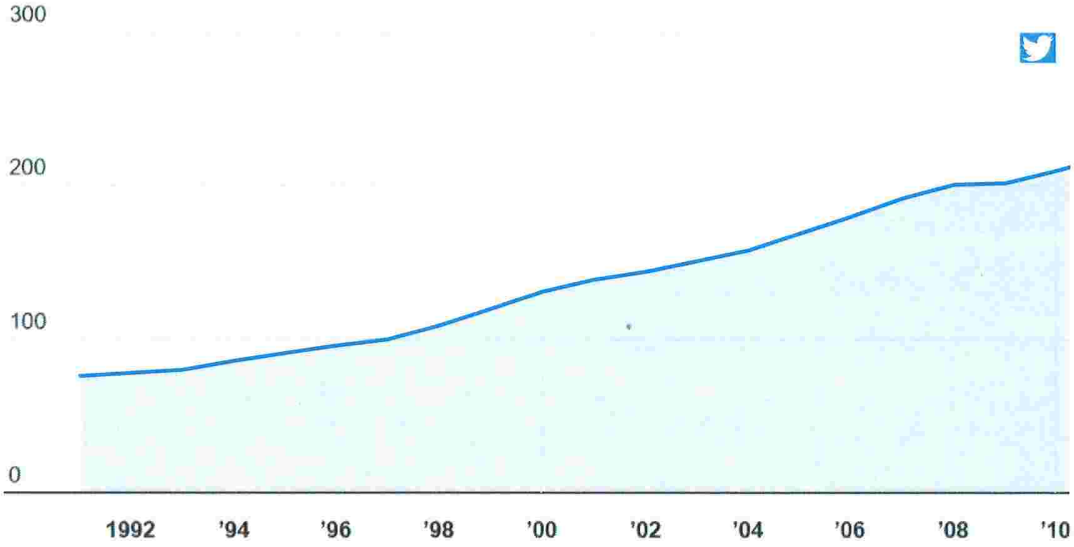
Source: Trend CT Get the data

Of the 723 overdose deaths in 2015, more than 60 percent involved opioids. Most notably: Heroin, Fentanyl, Morphine, and Oxycodone, as well as brand name pills such as OxyContin, Percocet, Vicodin, and Demerol.

How did we get here?

The Opioid epidemic has hit every state in the country. We can trace the huge increase in overdoses in part back to 2001 when the Joint Commission on Accreditation of Healthcare Organizations requiring hospitals and health care facilities to ask about pain as the fifth vital sign, along with pulse, blood pressure, oxygen saturation, and temperature. No doctor wants their patients in pain but we know that pain level isn't an objective vital sign. Nonetheless the quality of pain treatment became one of the metrics by which hospitals were evaluated. As a result doctors began writing prescriptions opioids much more frequently.

Opioid Prescriptions Dispensed Over Time By U.S. Pharmacies In Millions



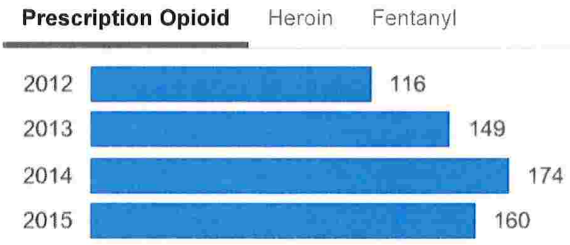
Source: TrendCT Get the data

However, surveys have shown that those that who use opioids non-medically don't typically get them from doctors or prescriptions but rather they are given pills by a relative or a friend with leftover medication from a prescription.

In 2013 we implemented a prescription-monitoring program to address overdoses from prescription drugs. Tightening control on prescription painkillers, however, drives some people abusing pills to switch to heroin and fentanyl both of which are more potent, cheaper and far more available. Fentanyl alone is 50 to 100 times more potent than heroin.

Most common Opioid Related deaths

Prescription Opioid figures are as of September 2015 not the full year.



Source: TrendCT Get the data

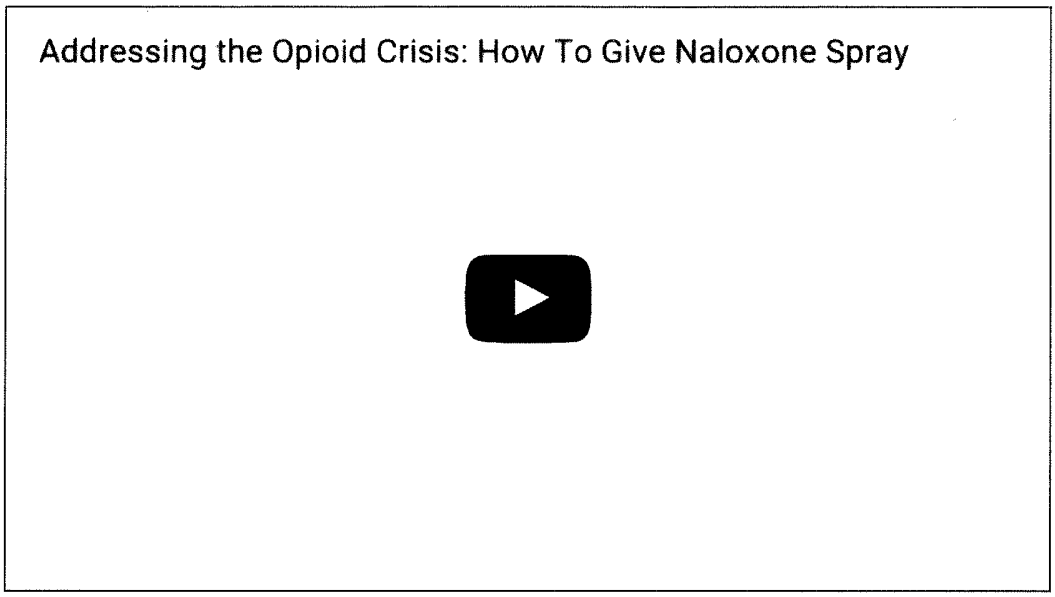
From 2014 to 2015, the number of times fentanyl was found in the bloodstream of overdose victims increased 150 percent, and last year it was responsible for one quarter of all drug overdoses. Meanwhile deaths involving heroin more than doubled from 2012 to 2015.

But how do these drugs work? How do they affect the body and what can we do to reverse their effects?

How opioid overdoses occur

State Representative Theresa Conroy explains how opioids effect the body and how opioid antagonists like Narcan work to reverse those effects. This year we passed legislation that requires municipalities to equip their first responders with an opioid antagonist such as *Naloxone* which is sold under the brandname Narcan. Earlier this week Governor Malloy thanked the Connecticut state police for saving 100 lives utilizing overdose reversal medication.

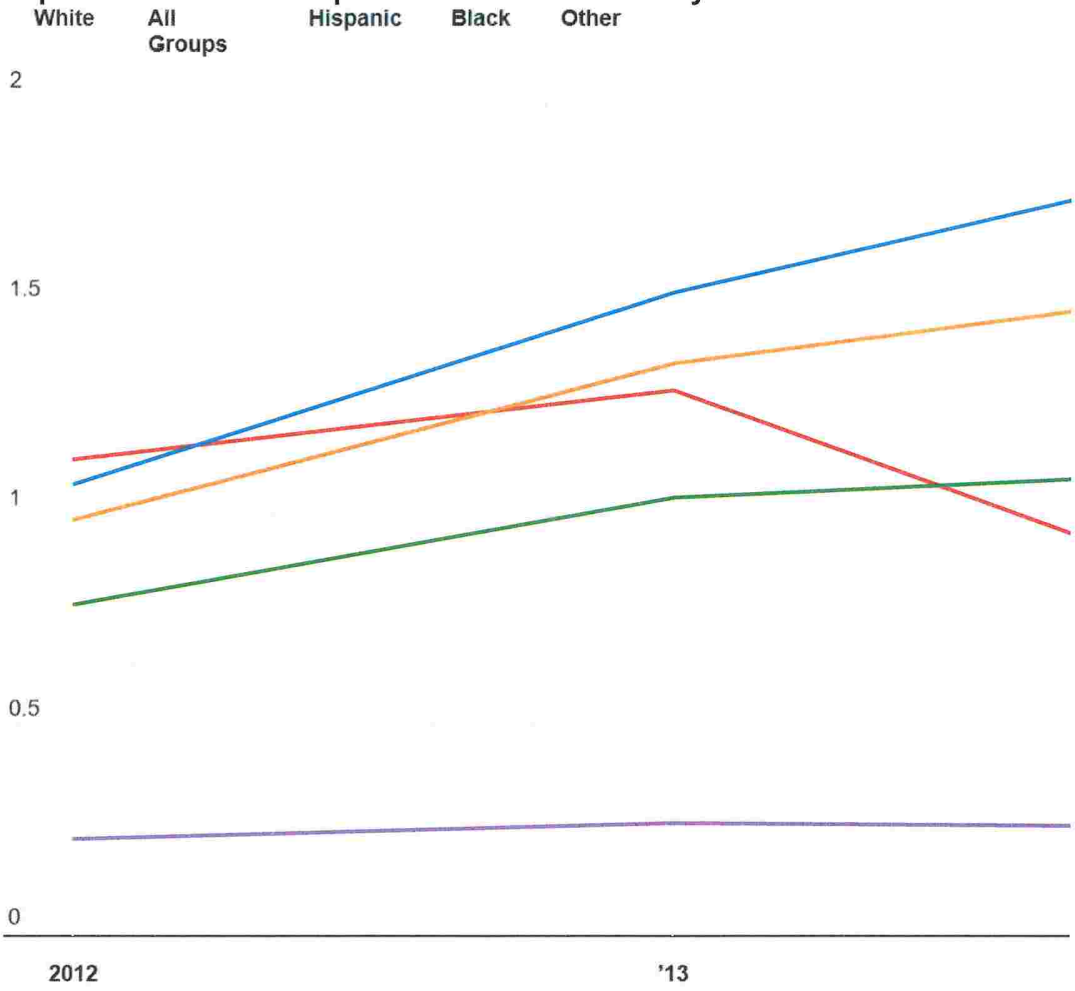
In this short video you can see how to assemble and deliver a syringe of naloxone nasal spray.



Demographics and geography

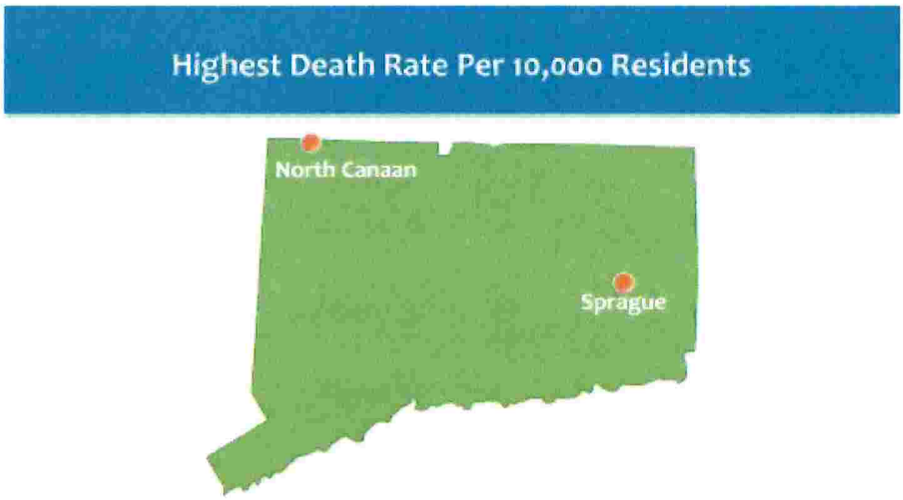
Between 2012 and 2014 (the only years for which we have complete overdose data) we see a widening gap between white death rates and the death rates for other racial and ethnic groups.

Opioid death rate per 10K residents by race 2012 – 2014



Source: TrendCT Get the data

More than half (56 percent) of opioid overdose victims who died between January 2012 and September 2015 were aged 40 or older. Heroin was the most common cause of death for those between the ages of 21 and 45 while hydrocodone, oxymorphone, and oxycodone were more common among those older than 45. The older people get, the more often they visit doctors and accumulate supply of prescription medications.

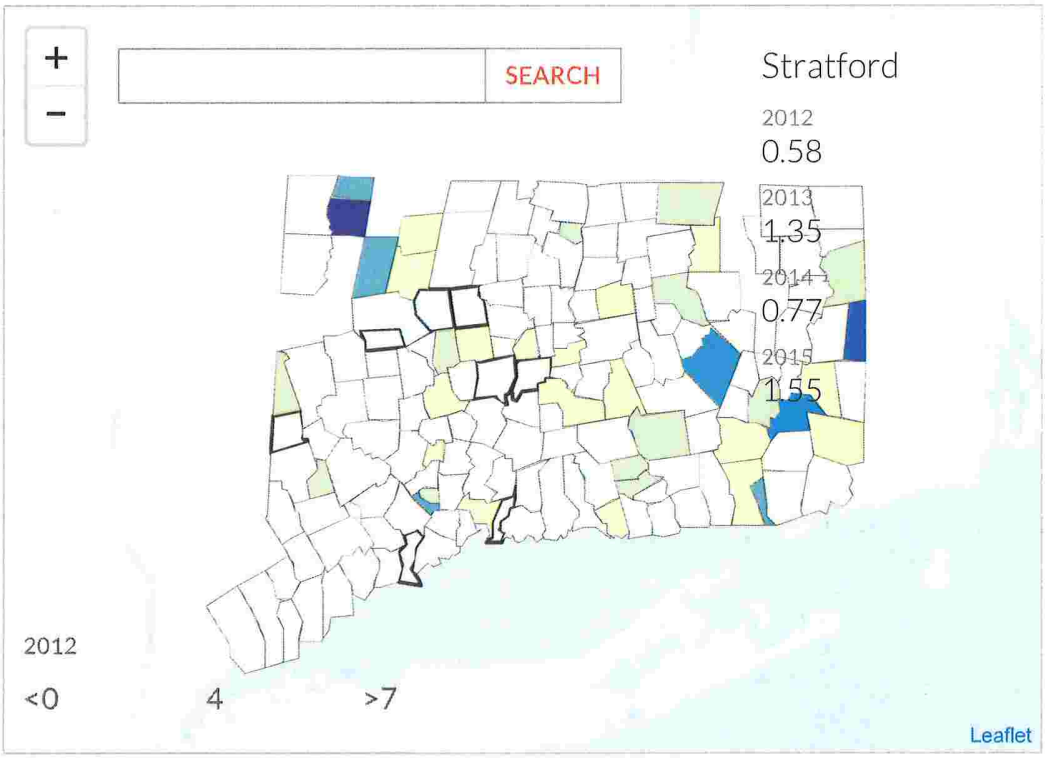


Since 2012 Waterbury, Hartford, and New Haven have traded spots among the top three towns with the most drug overdose deaths. This isn't too surprising since those are three of the largest cities in Connecticut. However, when we look at death rate per 10,000 residents, North Canaan (7 deaths) and Sprague (6 deaths) jump to the top of the list. In smaller towns a handful of deaths can throw off per capita calculations but the impact is felt by the entire community. The reporters at Trend CT put together an interesting map that looks at the drug overdose rate by town over the last few years.

Drug overdose death rate by year

Between 2012 and September 2015. Per 10,000 residents.

2012 | 2013 | 2014 | 2015

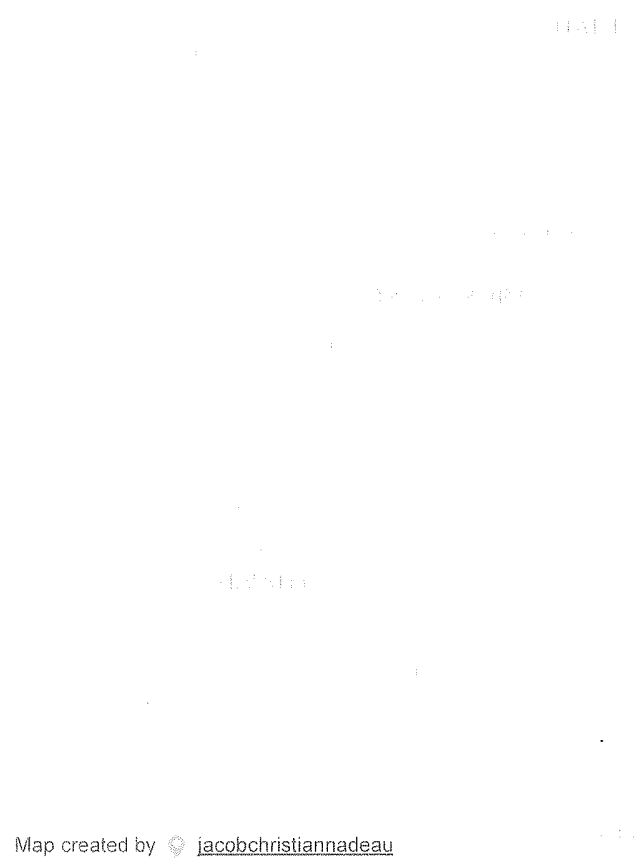


Office of the Chief Medical Examiner

TRENDCT.ORG

We took the same data Trend CT analyzed and looked at drug overdoses that specifically involved opioids. From 2012 to 2015 the number of deaths in Connecticut associated with heroin alone more than doubled. This graphic compares the city of residence for every opioid related death in Connecticut in 2012 and 2015.

Navigation: *Select the "visiable layers" button to toggle between 2012 and 2015 data.*



Map created by jacobchristiannadeau

Source: Office of the Chief Medical Examiner via CT Open Data (https://data.ct.gov/Health-and-Human-Services/Accidental-Drug-Related-Deaths-2012-2015/rybz-nyjw)
Victims with no known city of residence or victims who resided out of state were not included in this graphic. Data-points are not representative of specific addresses

When you look at this data it become clear that overdosing in a small town carries a higher risk of death. That is why this year we passed legislation to equip all first responders with Naxolone (sold under the brand name Narcan), a drug made to revive someone from an opioid overdose. This way, even small towns with fewer resources will be able to combat opioid overdoses.

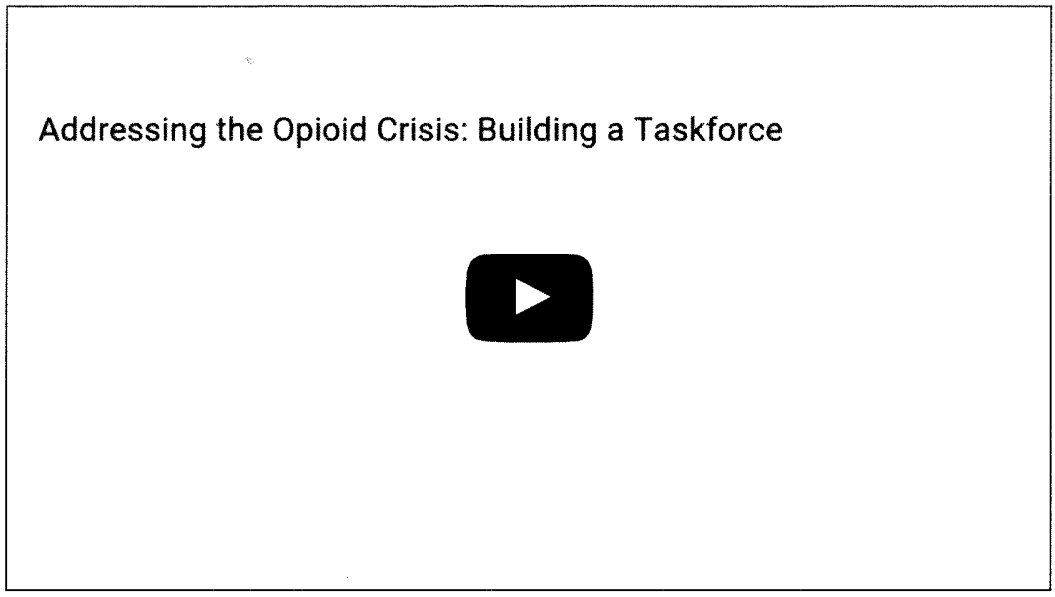
Capping opioid prescriptions

The opioid- heroin prevention bill we passed this year included many measures aimed at reducing overdoses and addiction. In the video below State Representative Matt Ritter explains one aspect of the bill which caps opioid prescriptions at 7 days. This limit is important because 55% of people who become addicted to opioids get their first dose from a

friend with medicine left over from an old prescription. Furthermore according to the American Association of Addiction Medicine four of every five new heroin users comes to the drug from prescription opioids. Our hope is that this new cap will help eliminate a potential gateway to addiction.

International Overdose Awareness Day

Over the next few years we will do everything we can to combat this crisis. However, before we take any action we want to make sure we know what works best that is why Governor Malloy has asked Dr. David Fiellin and a team of doctors who are addiction specialists from Yale School of Medicine to create a strategy to reduce opioid addiction and overdoses. Meanwhile, state representatives such as Theresa Conroy (Beacon Falls, Derby, Seymour) have been leading community forms in their districts.



Hundreds of community forums and other events will be happening around the world on August 31st for International Overdose Awareness Day, including several in Connecticut.

Manchester CT: Recovery Is Possible Rally - 4:00-7:00 PM at Center Memorial Park. Contact Jen Kelly at Justicefight@gmail.com (mailto:Justicefight@gmail.com) for more information.

New Milford CT: Candlelight vigil and Community resources - 4:00-8:00 PM **at** New Milford Green. Contact Lindsey Marr at Lindsey@youthagency.org (mailto:Lindsey@youthagency.org) for more information.

New Haven CT: Narcan training and distribution - 1:00-4:00 PM at Ives Public Library. Contact George Bucheli at gbucheli@newhavenct.gov (mailto:gbucheli@newhavenct.gov) for more information.

Hartford CT: Overdose prevention, and naloxone distribution - 10:00-11:45 AM at South Green Park. Contact Jennifer Chase at jchase@aids-ct.org (mailto:jchase@aids-ct.org) for more information.

Hartford CT: Overdose prevention, and naloxone distribution - 12:00-2:00 PM at Sigourney Square Park. Contact Jennifer Chase at jchase@aids-ct.org (mailto:jchase@aids-ct.org) for more information.

Hartford CT: Overdose Prevention Training - 7:00 PM at Greater Hartford Harm Reduction Coalition Office 1229 Albany Ave. Contact info@ghhrc.org (mailto:info@ghhrc.org) for more information.

New London CT: Overdose prevention, and naloxone distribution - 10:00 AM - 2:00 PM at Williams Park (corner of Williams St. and Broad St.) Contact Kelly Thompson at kthompson@allianceforliving.org (mailto:kthompson@allianceforliving.org) for more information.

Stamford CT: Speak with municipal leaders on the impact of opioid overdose in our communities - 10:00 AM - 2:00 PM at The Stamford Government Lobby, 888 Washington Blvd.

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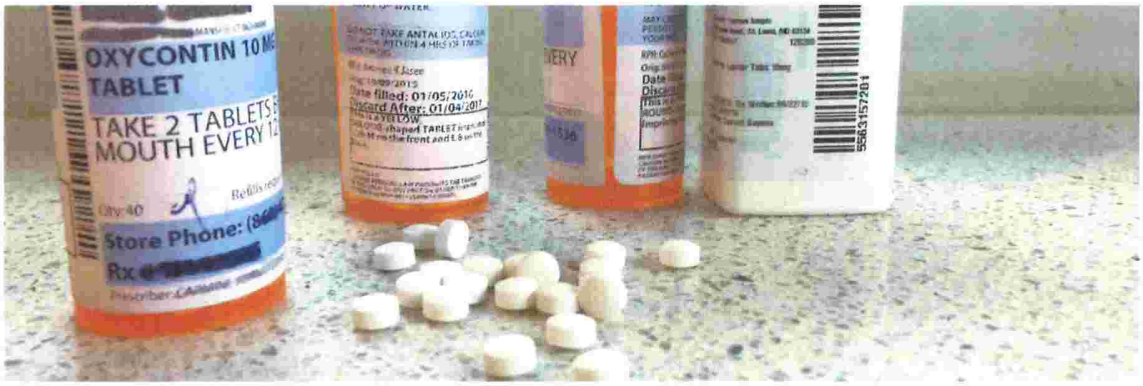
HEALTH CARE

CT opioid crisis more deadly than guns, auto accidents combined

JUNE 23, 2017



Elyse McDonald
Columbia

In the state of Connecticut opioid drugs and addiction are now more deadly than gunshots and car accidents combined. Three-quarters of the overdose deaths in the United States in the last year were due to opioids according to the Centers for Disease Control.

Opioid addiction has become even more deadly as of late due to manufactured opioids such as fentanyl being mixed with other manufactured opioids like Percocet, or street opioids like heroin. Opioids are also being mixed with other drugs, such as Xanax and cocaine, which is also extremely dangerous.

There were over 2,000 drug overdoses in Connecticut in a four-year span: 2012-2015. In just 2016 alone, opioids claimed the lives of 917 people from Connecticut. These alarming numbers constitute a full-blown epidemic.

Opioids do not discriminate. The average age of overdose victims is 42. The Connecticut towns hardest-hit by this epidemic are Hartford, New Haven, Bridgeport, Waterbury, New Britain and New London.

Opioid overdoses are not race-specific, or gender-specific either. They leave grandparents caring for their grandchildren, siblings caring for each other and, in the worst cases, they are leaving orphans with no one to care for them. These overdoses are affecting all classes of people as well.

Since this opioid crisis is close to reaching pandemic levels in New England, Connecticut's Gov. Dannel Malloy, signed new legislation titled, An Act Concerning Opioids and Access to Overdose Reversal Drugs (https://www.cga.ct.gov/2016/ACT/pa/2016PA-00043-R00HB-05053-PA.htm) in May 2016. The major points of this new act are as follows:

- All first responders are required to be equipped with opioid antagonists
- Prescribers must write prescriptions for opioids for only a seven-day supply and explain the reasoning why
- All opioid prescriptions must be monitored by the Electronic Prescription Drug Monitoring Program
- Any licensed health care professional may administer an opioid antagonist to treat/prevent a drug overdose without being civilly or criminally liable for such action or deemed as violating his/her professional standard of care
- Any person in good faith who believes another person is experiencing an opioid overdose, if acting reasonably, may administer an opioid antagonist to treat/prevent a drug overdose without being subject to criminal prosecution
- Opioid antagonists do not require prior health insurance authorization for use, since they are an emergency medication
- There are other points listed in the legislation as well, and there are also specific directions if the prescriber is prescribing for a minor

There is more legislation being worked on which will hopefully help reduce the occurrence of opioid overdoses.

Not only are legislators working on laws, doctors are also turning over to non-narcotic, non-addictive pain medication as well. Hopefully politicians, doctors and the general public can work together so that we as a state, the area of New England and our whole country do not reach pandemic levels of opioid overdose.

Elyse McDonald lives in Columbia.

✷✷✷

SCHEDULE 5D

STATE OF CONNECTICUT
DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES
A Healthcare Service Agency

DANNEL P. MALLOY
GOVERNOR

MIRIAM E. DELPHIN-RITTMON, PH.D.
COMMISSIONER

August 15, 2017

Raul Pino, MD, PhD
Commissioner, Department of Public Health
410 Capitol Avenue
Hartford, CT 06143

Dear Commissioner Pino:

It has come to my attention that Health Care Resource Centers (HCRC) in Hartford, formerly known as Community Substance Abuse Center (CSAC), will soon be acquired by BayMark Health Services necessitating a submission of a CON request to DPH. Pending approval by DPH of the CON, all services currently being provided by HCRC will be provided by BayMark

Health Care Resource Centers has offered methadone maintenance services for many years and the Department of Mental Health and Addiction Services (DMHAS) has had a long and collaborative relationship with the agency. Although the Department does not fund HCRC, our role as the State Opioid Treatment Authority (SOTA) requires that we provide oversight to their operations on behalf of SAMHSA. It is anticipated that with the transition to BayMark, services will continue uninterrupted and will be delivered with the same quality as had been delivered by HCRC. The Practice Manager of HCRC, Carol Massoud-Leroy will remain as Practice Manager following the transition to BayMark. DMHAS will continue to interact with the new entity as the CT SOTA.

Approving the BayMark CON will allow for the seamless continuation of care for the individuals currently served at HCRC. I support the approval of this CON.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Lauren Siembab

Lauren Siembab, M.S., LADC
Director of Community Services
State Opioid Treatment Authority

MARYLAND
Department of Health
Larry Hogan, Governor · Boyd Rutherford, Lt. Governor · Dennis Schrader, Secretary

Behavioral Health Administration
55 Wade Avenue • Dix Building SGHC • Catonsville, MD 21228
Barbara J. Bazron, Ph.D., Deputy Secretary & Executive Director

August 15, 2017

Raul Pino, MD, MPH
Commissioner, Department of Public Health
410 Capitol Avenue, PO Box 340308,
Hartford, CT 06134

RE: BayMark Health Services Inc. Proposed Acquisition of Community Substance Abuse Centers

Dear Dr. Pino:

It is my pleasure to submit this letter in support of BayMark Health Services Inc.'s (BayMark) Certificate of Need Application to acquire Community Substance Abuse Centers (CSAC).

With over 30 years of experience working in the field of Substance Use Disorders, and having worked with MedMark for the past eight years (at the state and local levels), I have come to appreciate MedMark's responsiveness in working to resolve any issues that may have been brought to their attention. I have personally worked with them in community meetings and have witnessed the concern for the communities they serve.

As Maryland's Acting State Opioid Treatment Authority (SOTA) and Director of Compliance for Maryland's Department of Health, Behavioral Health Administration (BHA), I have known MedMark and their predecessor, Glass Substance Abuse Programs, for over 8 years. As the Acting SOTA, I am responsible for the oversight of the establishment and ongoing operation of medication-assisted treatment programs statewide. My duties include the review of exception requests from medication-assisted treatment programs and facilitation of conflict resolution when the Federal and State regulations for medication-assisted treatment programs are operationalized.

By way of background, two well-known and highly respected opioid treatment companies, BAART Programs and MedMark Treatment Centers merged and formed BayMark in 2015. Together, these companies brought over 50 years of combined medication-assisted treatment experience to create BayMark. Having worked with MedMark Treatment Centers for over 8 years, I can attest to the quality of treatment and counseling it provides for those suffering from opioid use disorder. BayMark's experience and expertise would be a welcome addition to the Hartford area and Connecticut as a whole.

I am aware that, Connecticut is experiencing an opioid epidemic; unfortunately, an estimated one thousand Connecticut residents are expected to die of overdoses in 2017. In its effort to do everything possible to combat this epidemic, the Department of Public Health is urged to approve BayMark's Certificate of Need Application, so that BayMark, an experienced provider of opioid treatment services, can continue to serve CSAC's patients and the greater Hartford population.

Please do not hesitate to contact me at the address or numbers below regarding any questions or concerns that may arise.

Sincerely,

Franklin J. Dyson

Franklin J. Dyson, Acting Director, Quality Assurance/ State Opioid Treatment Authority
Office of Managed Care and Quality Improvement - SUD Compliance
Behavioral Health Administration
Vocational Rehabilitation Building
55 Wade Avenue, Catonsville, MD 21228
410-402-8684 Office 410-402-8606 Fax
frank.dyson@maryland.gov

VERMONT

State of Vermont
Department of Health
Div. of Alcohol and Drug Abuse Programs
108 Cherry Street–PO Box 70
Burlington, VT 05402-0070
HealthVermont.gov

[phone] 802-651-1550
[fax] 802-651-1573

Agency of Human Services

8/18/2017

Raul Pino, MD, MPH
Commissioner, Department of Public Health
410 Capitol Avenue, PO Box 340308,
Hartford, CT 06134

RE: BayMark Health Services Inc. Proposed Acquisition of Community Substance Abuse Centers

Dear Dr. Pino:

It is my pleasure to submit this letter in support of BayMark Health Services Inc.'s (BayMark) Certificate of Need Application to acquire Community Substance Abuse Centers (CSAC).

By way of background, two well-known and highly respected opioid treatment companies, BAART Programs and MedMark Treatment Centers merged and formed BayMark in 2015. Together, these companies brought over 50 years of combined medication-assisted treatment experience to create BayMark. As a state, we have worked with the BAART Programs for over 10 years, and can personally attest to the quality of treatment and counseling it provides for those suffering from opioid use disorder. BayMark's experience and expertise would be a welcome addition to the Hartford area and Connecticut as a whole.

As the State Opioid Treatment Authority for Vermont, I have had significant interaction with the BayMark providers and they have been strong partners with this state. At present, they operate 4 Opioid Treatment Programs in Vermont, including the recent opening of our newest clinic, which we awarded following an RFP process. We have found them consistently responsive to the needs of Vermonters, as well as state staff and community partners. The Vermont Hub and Spoke initiative is rooted largely in community engagement and partnering with the general medical system in Vermont, tasks which the BAART Programs have both embraced and excelled in. We have found both their local leadership staff to be responsive and diligent as well as their corporate staff to be accessible and equally responsive.

It has been our pleasure to partner with the BAART/BayMark corporation to provide opioid treatment services in Vermont and continue to be pleased with their service to the community. Should you have any further questions, please do not hesitate to contact me at 802-652-4141.

Respectfully,

Anthony E. Folland
Clinical Services Manager/State Opioid Treatment Authority
Vermont Department of Health, Division of Alcohol and Drug Abuse Programs

DHCS
Jennifer Kent
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services

EDMUND G. BROWN JR.
GOVERNOR

August 17, 2017

Raul Pino, MD, MPH
Commissioner, Department of Public Health
410 Capitol Avenue, PO Box 340308,
Hartford, CT 06134

RE: BayMark Health Services Inc. Proposed Acquisition of Community Substance Abuse Centers

Dear Dr. Pino:

It is my pleasure to submit this letter in support of BayMark Health Services Inc.'s (BayMark) Certificate of Need Application to acquire Community Substance Abuse Centers (CSAC).

I have been the State Opioid Treatment Authority in California for the past three years, am currently the project manager for the California State Targeted Response to the Opioid Epidemic Grant and have been in the substance use disorder field for over 10 years. Our Section at the California Department of Health Care Services provides oversight for the 161 Opioid Treatment Programs in California that serve over 40,000 patients.

By way of background, two established opioid treatment companies, BAART Programs and MedMark Treatment Centers merged and formed BayMark in 2015. Together, these companies brought over 50 years of combined medication-assisted treatment experience to create BayMark. I have worked with BayMark and Jason Kletter for over 5 years, and can personally attest to the quality of treatment and counseling it provides for those suffering from opioid use disorder. BayMark's experience and expertise would be a welcome addition to the Hartford area and Connecticut as a whole.

As you know, Connecticut is experiencing an opioid epidemic; and unfortunately, an estimated one thousand Connecticut residents are expected to die of overdoses in 2017. We urge the Department of Public Health to do everything it can to combat this epidemic, including approving BayMark's Certificate of Need Application, so that BayMark, an experienced provider of opioid treatment services, can continue to serve CSAC's patients and the greater Hartford population.

It is my sincere hope that the Office of Health Care Access approves BayMark's application. Please do not hesitate to contact me by email at Michael.Freeman@dhcs.ca.gov or by phone at (916) 327-3176 with any questions.

Substance Use Disorder Compliance Division
Counselor & Medication Assisted Treatment Section, MS 2603
PO Box 997413, Sacramento, CA 95899-7413
(916) 322-6682 fax (916) 440-5230
Internet Address: http://www.dhcs.ca.gov/individuals/Pages/NTP.aspx

Sincerely,

Michael Freeman, Section Chief
State Opioid Treatment Authority
Substance Use Disorder Compliance Division
California Department of Health Care Services

"Standing in the Gap"

GHHRC
Greater Hartford Harm Reduction Coalition

August 18, 2017

Commissioner Raul Pino MD, MPH
Connecticut Department of Public Health
410 Capitol Avenue
Hartford, CT 06134

Dr. Pino,

Greetings! I am writing to provide support for the Certificate of Need (CON) application being filed by Health Care Resource Centers (HCRC), formerly known as Community Substance Abuse Center (CSAC), which has a pending acquisition by BayMark Health Systems. From our view on the front lines of the current opioid crisis, we can attest that HCRC has been providing treatment and maintenance services for those with substance use disorders and in various stages of recovery. If this acquisition by BayMark Health Systems allows HCRC to continue and even expand their services and efficiencies, we support this effort 100%!

We have anecdotal knowledge of the high level of care that HCRC provides, as there are GHHRC clients and Coordinated Access Network (CAN) housing clients that participate in our programming that also receive services and Medication Assisted Treatment (MAT) at HCRC. We witness and get positive reports on the work that they do engaging our clients and meeting their needs.

In addition, we were pleased to have Carol Massoud-Leroy, M.Ed., LADC, LMHC Practice Manager at HCRC, participate as a panelist for the Community Forum on Opioid Overdose Awareness & Prevention Part 4: Medication Assisted Treatment, sponsored by Hartford Health & Human Services in collaboration with GHHRC at the Samuel V. Arroyo Recreation Center at Pope Park on May 16, 2017. Not only was Ms. Massoud-Leroy a panelist for the 4th forum, but she also attended all of the proceeding 3 forums as well. HCRC is engaged and embedded within the Hartford County community that needs it in place and operating at its fullest potential. We encourage you to approve their CON application without delay!

Feel free to contact me should you have any questions or concerns. Thank you!

Respectfully,

Mark A. Jenkins
Founder / Executive Director
MarkJ@ghhrc.org
860.250.4146

Website http://ghhrc.org
FaceBook http://facebook.com/GHHRC
Twitter http://twitter.com/GHHRC

American Association for the Treatment of Opioid Dependence, Inc.

Expanding Access to Quality Opioid Addiction Treatment Services
since 1984

225 Varick Street, 4th Floor ▪ New York, NY 10014 ▪ Phone: (212) 566-5555 ▪ Fax: (212) 366-4647
E-mail: info@aatod.org ▪ www.aatod.org

August 17th, 2017

Raul Pino, MD, MPH
Commissioner, Department of Public Health
410 Capitol Avenue, PO Box 340308,
Hartford, CT 06134

RE: BayMark Health Services Inc. Proposed Acquisition of Community Substance Abuse Centers

Dear Dr. Pino:

I am writing in support of BayMark Health Services Inc.'s (BayMark) Certificate of Need Application to acquire Community Substance Abuse Centers (CSAC) in Connecticut.

The American Association for the Treatment of Opioid Dependence represents over 1,000 opioid treatment programs in the United States. We work with all of the federal and state agencies, which have jurisdiction in the policy arena of opioid dependence/addiction.

The BAART Programs and MedMark Treatment Centers merged in 2015 to form BayMark. This merger combined the expertise of highly respected opioid treatment providers, built on 50 years of collective experience in serving thousands of opioid dependent patients. I have worked with the Chief Executive Officers and senior management personnel for both of these companies over the course of many years and have found them to be committed to providing effective and excellent quality care to their patients. In my judgement, their experience and understanding of what it takes to provide effective care to treat opioid addiction, will provide a welcome addition to Connecticut's network of opioid treatment programs.

As you know, Connecticut and every other state in the country, is experiencing a major opioid epidemic, which is claiming an unprecedented number American lives each day. We urge the Department of Public Health to do everything it can to combat this epidemic, including approving BayMark's Certificate of Need Application, so that BayMark, an experienced provider of opioid treatment services, can continue to serve CSAC's patients.

It is my hope that the Office of Health Care Access approves BayMark's application and please do not hesitate to contact the undersigned with any questions.

Sincerely yours,

Mark W. Parrino
President

HCRC
HEALTH CARE RESOURCE CENTERS
Established 1989

HEALTH CARE RESOURCE CENTERS
Toll-free 1-800-727-HCRC (4272)

628 Center Street
Chicopee, MA 01013
413.746.0051 • 413.746.0368 fax

125 North Elm Street
Westfield, MA 01085
413.568.6600 • 413.562.8360 fax

441 Pleasant Street
Northampton, MA 01060
413.584.2404 • 413.585.8631 fax

177 Shelburne Road
Greenfield, MA 01301
413.774.3321 • 413.774.3345 fax

8 Kilburn Street
New Bedford, MA 02740
508.979.1122 • 508.979.1126 fax

9 Forbes Road
Woburn, MA 01801
781.838.6757 • 781.939.6968 fax

172 Newbury Street
Peabody, MA 01960
978.535.9190 • 978.535.9093 fax

175 Crescent Avenue
Chelsea, MA 02150
617.889.8779 • 617.889.9568 fax

170 Morton Street
Jamaica Plain, MA 02130
617.541.3670 • 617.541.3681 fax

23 Bradston Street
Boston, MA 02118
617.318.6480 • 617.427.1263 fax

55 Fishfry Street
Hartford, CT 06120
860.247.8300 • 860.548.7325 fax

323 Derry Road
Hudson, NH 03051
603.595.3399 • 603.579.2734 fax

200 Route 108
Somersworth, NH 03878
603.953.0077 • 603.953.0078 fax

177 Shattuck Way
Newington, NH 03801
603.436.0448 • 603.436.0668 fax

2300 Congress Street
Portland, ME 04102
207.221.2292 • 207.221.2297 fax

18 Mollison Way
Lewiston, ME 04240
207.312.6860 • 207.312.6863 fax

Raul Pino, MD, PhD
Commissioner, Department of Public Health
410 Capitol Avenue
Hartford, CT 06143

Dr. Pino:

Health Care Resource Centers (formerly known as Community Substance Abuse Center) has an agreement for a stockholder change to BayMark Health Systems. Because of this transfer, it is necessary to apply for a Certificate of Need. I don't think that I have to elaborate on the importance of a seamless transition for this clinic.

Although I have no experience with the new parent company, their stellar reputation as a provider of MAT services in other states, including Vermont only enhances the ability for us to continue providing excellent care. I can attest to how integral HCRC has been to the treatment and maintenance of recovery for those afflicted with the devastating illness of opiate addiction. For the past four years I have traveled to Hartford every Wednesday and Friday mornings to be a part of the team here that puts forth great effort to provide excellent evidence based care for those in Hartford County and beyond.

The greater than 650 lives for whom we dedicate and provide our individual talents and expertise is but a small percentage of those who also could benefit from our services. Unfortunately, the ongoing opiate crisis is only worsening. Even though this may not be seen as a health care emergency, we, the general community, as well as the health care community need to put on a full court press if we are to have any impact. Providing the CON to our clinic will be in keeping with what you, DPH, the state, and all of us need to do to confront this illness.

Going forward, it would be innovative for DPH and HCRC to have an even more collaborative approach to addressing opiate addiction and treatment. I realize that you, as an agency, are charged with a regulatory role while protecting the public. If I am not mistaken, you also have the opportunity to explore ways to improve overall patient care. In order to bring both the understanding and treatment of opiate addiction (addiction in general) to a higher level, there needs to be a paradigm shift going forward.

Approving this CON will allow for the continuation of the excellent care for the patients of HCRC in Hartford.

Sincerely,

Thomas DeFanti, MD
Diplomate, American Board of Addiction Medicine

August 15, 2017

Raul Pino, MD, MPH
Commissioner, Department of Public Health
410 Capitol Avenue, PO Box 340308,
Hartford, CT 06134

RE: BayMark Health Services Inc. Proposed Acquisition of Community Substance Abuse Centers

Dear Dr. Pino:

It is my pleasure to submit this letter in support of BayMark Health Services Inc.'s (BayMark) Certificate of Need Application to acquire Community Substance Abuse Centers (CSAC).

I serve as the SOTA for the State of Nebraska and have served as the Chief Clinical Officer for the Department of Health and Human Services in Nebraska.

By way of background, two well-known and highly respected opioid treatment companies, BAART Programs and MedMark Treatment Centers merged and formed BayMark in 2015. Together, these companies brought over 50 years of combined medication-assisted treatment experience to create BayMark. We have worked with BayMark/BAART for many years, and can personally attest to the quality of treatment and counseling it provides for those suffering from opioid use disorder. BayMark's experience and expertise would be a welcome addition to the Hartford area and Connecticut as a whole.

As you know, Connecticut is experiencing an opioid epidemic; and unfortunately, an estimated one thousand Connecticut residents are expected to die of overdoses in 2017. We urge the Department of Public Health to do everything it can to combat this epidemic, including approving BayMark's Certificate of Need Application, so that BayMark, an experienced provider of opioid treatment services, can continue to serve CSAC's patients and the greater Hartford population.

It is my sincere hope that the Office of Health Care Access approves BayMark's application. Please do not hesitate to contact me with any questions.

Sincerely,

Todd Stull, M.D. DFAPA
Board Certified in Psychiatry/Addiction Psychiatry
Certified in Addiction Medicine

SCHEDULE 5F

EXECUTION VERSION

STRICTLY CONFIDENTIAL

STOCK PURCHASE AGREEMENT

by and among

BAYMARK HEALTH SERVICES, INC.,

HEALTH CARE RESOURCES, INC.,

COMMUNITY HEALTH CARE, INC.,

MERRIMACK RIVER MEDICAL SERVICES, INC.,

COMMUNITY SUBSTANCE ABUSE CENTERS, INC.,

COMMUNITY PHYSICIANS, P.C.,

EDWARD J. BLAIN,

and

STEVEN J. KASSELS

Dated as of July 8, 2017

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[redacted]
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STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement") is made as of July 8, 2017, by and among (i) BayMark Health Services, Inc., a Delaware corporation ("Buyer"), (ii) Health Care Resources, Inc., a Massachusetts corporation ("HCR"), (iii) Community Health Care, Inc., a Massachusetts corporation ("CHC"), (iv) Merrimack River Medical Services, Inc., a New Hampshire corporation ("MRMS"), (v) Community Physicians, P.C., a Massachusetts professional corporation ("CPPC") and (vi) Community Substance Abuse Centers, Inc., a Connecticut corporation ("CSAC" and, together with each of HCR, CHC, CPPC, MRMS and CSAC, each a "Company" and collectively, the "Companies") and (vi) each of Edward J. Blain and Steven J. Kassels (each a "Seller" and collectively, the "Sellers"). Capitalized terms used and not otherwise defined herein have the meanings set forth in Article XI below.

WHEREAS, on the terms and subject to the conditions set forth in this Agreement and the Share Transfer Agreement, (i) each of Buyer and a designated physician of Buyer's choosing with respect to CPPC, desires to purchase from Sellers, and Sellers desire to sell to such, all of the issued and outstanding equity securities of each Company (the "Acquired Stock"), in each case as of the Closing for the consideration described herein.

WHEREAS, simultaneously with the execution of this Agreement, Webster Capital III, L.P. (the "Equity Financing Source") has delivered to Buyer and Sellers a fully executed Equity Commitment Letter.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

PURCHASE AND SALE OF ACQUIRED STOCK

1.1 Purchase and Sale of Acquired Stock. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Sellers will sell, assign, transfer and convey to Buyer, and Buyer will purchase and acquire from Sellers, all of the Acquired Stock in exchange for the payment of the Estimated Purchase Price to Sellers. Payment for such Acquired Stock shall be evidenced by the Seller Notes delivered by Buyer to each Seller at Closing. Buyer shall pay each Seller Note in full by wire transfer one (1) Business Day following the Closing Date to the account or accounts specified by each Seller (which account or accounts, together with the amounts payable to Sellers, will be designated by Sellers in writing at least two (2) Business Days prior to the Closing Date).

1.2 Calculation of Closing and Final Consideration.

(a) For purposes of this Agreement, the "Purchase Price" means an amount equal to:

(i) $[redacted],

(ii) plus the total amount of Cash as of 11:59 p.m. on the day before the Closing Date,

(iii) minus the outstanding amount of Indebtedness as of the Closing pursuant to Section 2.3(f),

(iv) minus the Escrow Amount,

(v) minus the unpaid Transaction Expenses pursuant to Section 2. 3(g),

(vi) plus the amount, if any, by which the Net Working Capital exceeds the Upper End Net Working Capital Target,

(vii) minus the amount, if any, by which the Net Working Capital is less than the Lower End Net Working Capital Target, and

(viii) plus the amount of the Section 338(h)(10) Election Tax Costs.

(b) At least two (2) Business Days prior to the Closing Date, Sellers will deliver to Buyer their good faith estimate of the Purchase Price (the "Estimated Purchase Price").

(c) As promptly as possible, but in any event within sixty (60) days after the Closing Date, Buyer will deliver to Sellers (i) an unaudited, combined balance sheet of the Companies as of the Closing (which will have been prepared with the assistance of Buyer's or the Companies' accountants), and (ii) Buyer's calculation of the elements of the Purchase Price (other than the amount of the Section 338(h)(10) Election Tax Costs, which shall be determined pursuant to Section 10.1), together with reasonable back-up documentation for such calculation (together, the "Closing Statement"). The Closing Statement will be prepared in a manner consistent with the definitions of the terms Cash, Indebtedness, Transaction Expenses and Net Working Capital and the accounting principles and practices referred to therein. Except with respect to calculating Taxes in the definition of Indebtedness and Net Working Capital, which shall take into account all of the transactions contemplated herein, the Closing Statement will entirely disregard (i) any and all effects on the assets or liabilities of the Companies as a result of the transactions contemplated hereby or of any financing or refinancing arrangements entered into at any time by Buyer or its Affiliates or any other transaction entered into by Buyer or its Affiliates in connection with the consummation of the transactions contemplated hereby, and (ii) any of the plans, transactions, or changes which Buyer or its Affiliates initiated or made after the Closing with respect to the Companies or their business or assets.

(d) Buyer will, and will cause the Companies to, (i) provide Sellers and their representatives with reasonable access, on reasonable notice, during normal business hours to the books, records (including work papers, schedules, memoranda and other documents), supporting data, facilities and employees of the Companies for purposes of their review of the Closing Statement, and (ii) reasonably cooperate with Sellers and their representatives in connection with such review, including providing on a timely basis all other reasonable information requested by Sellers in connection with the review of the Closing Statement by Sellers or their representatives.

(e) If Sellers have any objections to the Closing Statement, Sellers will deliver to Buyer a statement setting forth their objections thereto (an "Objections Statement"), which statement will identify in reasonable detail those items and amounts to which Sellers object, together with reasonable back-up documentation for such objections (the "Disputed Items"). If an Objections Statement is not delivered to Buyer within thirty (30) days after delivery of the Closing Statement, the Closing Statement as prepared by Buyer will be final, binding and non-appealable by the parties hereto; provided that, in the event Buyer or any of the Companies do not

provide papers or documents reasonably requested by Sellers or any of their authorized representatives within five (5) days of receipt of request therefor (or such shorter period as may remain in such thirty (30)-day period), such thirty (30)-day period will be extended by one (1) day for each additional day required for Buyer or any of the Companies to fully respond to such request; provided further that such thirty (30)-day period will be extended a minimum of ten (10) days following the date on which Buyer or any of the Companies will have fully responded to such request. Sellers and Buyer will negotiate in good faith to resolve the Disputed Items and all such discussions related thereto will (unless otherwise agreed in writing by Buyer and Sellers) be governed by Rule 408 of the Federal Rules of Evidence and any applicable similar state rule, but if they do not reach a final resolution within thirty (30) days after the delivery of the Objections Statement to Buyer, Sellers and Buyer will submit any unresolved Disputed Items to an independent national accounting firm mutually selected by Buyer and Sellers (the "Accounting Firm"). In the event the parties submit any unresolved Disputed Items to the Accounting Firm, each party will submit a Closing Statement (which in the case of each party may be a Closing Statement that, with respect to the unresolved Disputed Items (but not, for the avoidance of doubt, with respect to any other items), is different than the Closing Statement initially submitted to Sellers, or the Objections Statement delivered to Buyer, as applicable) together with such supporting documentation as it deems appropriate, to the Accounting Firm within thirty (30) days after the date on which such unresolved Disputed Items were submitted to the Accounting Firm for resolution, it being agreed that the parties will make their respective submissions contemporaneously on a date and in a manner directed by the Accounting Firm, and with a copy sent simultaneously and in the same manner to the other party.

(f) Sellers and Buyer will use their respective commercially reasonable efforts to cause the Accounting Firm to resolve all Disputed Items submitted to it as soon as practicable, but in any event within thirty (30) days after the date on which the Accounting Firm receives the Closing Statements prepared by Sellers and Buyer. The Accounting Firm will resolve such Disputed Items by reference to the Closing Statement proposed by Sellers and Buyer and will produce a Closing Statement based thereon, and will make no other resolution of any Disputed Items (including by combining elements of the Closing Statements submitted by both parties). Sellers and Buyer will use their respective commercially reasonable efforts to cause the Accounting Firm to notify them in writing of its resolution of such Disputed Items as soon as practicable after such resolution. The Closing Statement submitted to Sellers and Buyer by the Accounting Firm will be final, binding and non-appealable by the parties hereto. Each party will bear its own costs and expenses in connection with the resolution of the Disputed Items by the Accounting Firm. The costs and expenses of the Accounting Firm shall be borne and allocated between the Sellers, on the one hand, and Buyer, on the other hand, based upon the percentage that the portion of the contested amount not awarded to each party bears to the amount actually contested by such party.

(g) If the Purchase Price as finally determined pursuant to this Section 1.2 (the "Final Purchase Price") is greater than the Estimated Purchase Price, then, within five (5) Business Days after the determination of Final Purchase Price, Buyer will pay an amount equal to such excess to Sellers, by wire transfer of immediately available funds to the account or accounts and in the amounts designated by Sellers in writing. Buyer and Sellers will also, within five (5) Business Days after the determination of Final Purchase Price, jointly instruct the Escrow Agent to pay to Sellers, by wire transfer of immediately available funds, the Working Capital Escrow Amount.

(h) If the Final Purchase Price is less than the Estimated Purchase Price, then, within five (5) Business Days after the determination of Final Purchase Price, Buyer and Sellers will jointly instruct the Escrow Agent to (i) pay to Buyer, by wire transfer of immediately available

funds, an amount equal to such shortfall solely from the Working Capital Escrow Amount and (ii) distribute to Sellers the remaining amount, if any, of the Working Capital Escrow Amount. For the avoidance of doubt, if the amount equal to such shortfall is greater than the Working Capital Escrow Amount, following exhaustion of the Net Working Capital Escrow Amount, Buyer shall have the right to recover any remaining shortfall from the Sellers, severally and not jointly (i.e., in proportion to the respective percentage of Acquired Stock held by each Seller).

(i) Unless otherwise required by law, all payments required pursuant to Section 1.2(g) and Section 1.2(h) will be treated as an adjustment to the purchase price for Tax purposes.

1.3 The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") will take place at the offices of Ropes & Gray LLP, located at Prudential Tower, 800 Boylston Street, Boston, Massachusetts, on the second (2nd) Business Day following satisfaction of the conditions to the Closing set forth in Article II or such earlier date as Buyer and Sellers may mutually agree in writing; provided, that in no event will Buyer be required to effect the Closing prior to the first (1st) Business Day that is at least twenty-one (21) days following the date hereof. The date of the Closing is herein referred to as the "Closing Date." The Closing will be deemed to occur at 12:01 a.m. on the Closing Date.

1.4 Escrow Fund. At or prior to the Closing, Buyer will deposit, or cause to be deposited, with the Escrow Agent, an amount of cash equal to the Escrow Amount, such deposit, together with all interest and income thereon resulting from investments of such amounts in accordance with the terms of the Escrow Agreement, to constitute the escrow fund (the "Escrow Fund"). The Escrow Fund will be governed by the terms of the Escrow Agreement and this Agreement. The Escrow Fund will be held in escrow and will be released in accordance the terms and conditions of the Escrow Agreement.

1.5 Tax Treatment of Escrow Fund. For U.S. federal income Tax purposes (and, where applicable, state and local income Tax purposes), (a) the Sellers' rights to the Escrow Fund will be treated as deferred contingent purchase consideration eligible for installment sale treatment under Code Section 453, (b) Buyer will be treated as the owner of the Escrow Fund solely for income Tax purposes, and all interest and earnings from the investment and reinvestment of the Escrow Amount will be allocated to Buyer pursuant to Code Section 468B(g) and proposed Treasury Regulations Section 1.468B-8, and (c) to the extent that the Escrow Fund is actually distributed to the Sellers, interest may be imputed thereon as required by Code Sections 483 and 1274. The Parties will file all Tax Returns consistent with the foregoing.

1.6 Share Transfer Agreement. Notwithstanding any provisions of this Agreement to the contrary, the Share Transfer Agreement shall constitute the instrument of transfer in respect of all of the issued and outstanding equity securities of CPPC from Steven J. Kassels to the designated physician of Buyer's choosing party thereto.

ARTICLE II

CONDITIONS TO CLOSING

2.1 Conditions to All Parties' Obligations. The obligations of the parties to consummate the Closing are subject to the satisfaction of the following conditions as of the Closing:

(a) Except for any then pending Proceeding initiated by a party asserting its right not to consummate the Closing pursuant to this Agreement, no Proceeding before any court or other Governmental Body will be pending wherein an unfavorable judgment, decree or order would

prevent the performance of this Agreement or the consummation of the Closing or any of the transactions contemplated hereby, declare unlawful the transactions contemplated by this Agreement or cause such transactions to be rescinded;

(b) Each of the consents, approvals or authorizations of any Governmental Body or any other Person set forth in Schedule 2.1(b) shall have been obtained, in form and substance reasonably satisfactory to Buyer and Sellers.

(c) This Agreement will not have been terminated in accordance with Section 9.1.

2.2 Conditions to Buyer's Obligations. The obligation of Buyer to consummate the Closing is subject to the satisfaction, or waiver by Buyer, of the following conditions as of the Closing:

(a) Each of the representations and warranties of Sellers and the Companies contained in Article III and Article IV, respectively, (i) that is a Fundamental Representation will be true and correct as of the Closing Date as if made anew as of such date (except to the extent any such representation and warranty expressly relates to an earlier date (in which case as of such earlier date)), (ii) that is qualified as to or by Material Adverse Effect will be true and correct as of the Closing Date as if made anew as of such date (except to the extent any such representation and warranty expressly relates to an earlier date (in which case as of such earlier date)), and (iii) that is not qualified as to or by Material Adverse Effect will be true and correct as of the Closing Date as if made anew as of such date (except to the extent any such representation and warranty expressly relates to an earlier date (in which case as of such earlier date)), except for any failure of any such representation and warranty referred to in this clause (iii) to be true and correct that has not had a Material Adverse Effect;

(b) The Companies and Sellers will have performed in all material respects all of the covenants and agreements required to be performed by them under this Agreement at or prior to the Closing;

(c) Since the date of this Agreement, there shall not have occurred a Material Adverse Effect;

(d) Each Seller will have delivered to Buyer, with respect to all Acquired Stock to be purchased and sold by such Seller hereunder, certificates representing all of such shares, duly endorsed (or accompanied by duly executed transfer powers) and in proper form for transfer to Buyer;

(e) Sellers will have delivered to Buyer each of the following:

(i) a certificate of each Company executed by a duly authorized officer thereof, dated the Closing Date, stating that the preconditions specified in subsections (a), (b) and (c) above as they relate to such Company have been satisfied;

(ii) a copy of the Escrow Agreement, duly executed by Sellers;

(iii) a copy of each Consulting Agreement, duly executed by the applicable Seller;

(iv) a copy of each Restrictive Covenant Agreement, duly executed by the applicable Seller;

(v) a copy of each Seller Note, duly executed by the applicable Seller;

(vi) Payoff Letters with respect to the payoff amounts of the Indebtedness identified on Schedule 2.2(e)(vi) and all documentation necessary to obtain or effect releases of all Liens related to such Indebtedness, in each case, in form and substance reasonably acceptable to Buyer; all instruments and documents necessary or desirable to release any and all Liens on the assets of each Company, including appropriate UCC financing statement amendments (termination statements) in form and substance reasonably acceptable to Buyer;

(vii) a certification pursuant to Treasury Regulations Section 1.1445-2(b)(2) with respect to each Company and Seller that it or his is a U.S. person;

(viii) a certified copy of the certificate of incorporation or equivalent organizational document of each Company, and (B) a certificate of good standing or equivalent certificate from the jurisdiction in which each Company is incorporated or formed, in each case, dated within thirty (30) days of the Closing Date;

(ix) IRS Form 8023 duly executed by Sellers;

(x) evidence reasonably satisfactory to Buyer that the employment agreements identified on Schedule 2.2(e)(x) have been terminated;

(xi) [redacted]

(xii) the Share Transfer Agreement executed by Steven J. Kassels.

2.3 Conditions to Sellers' and the Companies' Obligations. The obligations of Sellers and the Companies to consummate the Closing are subject to the satisfaction, or waiver by Sellers, of the following conditions as of the Closing:

(a) The representations and warranties set forth in Article V (i) that is a Fundamental Representation will be true and correct as of the Closing Date as if made anew as of such date (except to the extent any such representation and warranty expressly relates to an earlier date (in which case as of such earlier date)), and (ii) that is not a Fundamental Representation will be true and correct at and as of the Closing Date as if made anew as of such date (except to the extent any such representation and warranty expressly relates to an earlier date (in which case as of such earlier date)), except for any failure of such representations and warranties to be true and correct that has not had a material adverse effect on the financial condition or operating results of Buyer taken as a whole or on the ability of Buyer to consummate the transactions contemplated hereby;

(b) Buyer will have performed in all material respects all of the covenants and agreements required to be performed by it under this Agreement at or prior to the Closing;

(c) Buyer will have issued the Seller Notes set forth in Section 1.1;

(d) A designated physician of Buyer's choosing will have executed the Share Transfer Agreement;

(e) Buyer will have delivered to Sellers each of the following:

(i) a certificate of Buyer executed by a duly authorized officer thereof, dated the Closing Date, stating that the preconditions specified in subsections (a) and (b) hereof have been satisfied;

(ii) a copy of the Escrow Agreement, duly executed by Buyer;

(iii) a copy of each Consulting Agreement, duly executed by Buyer;

(iv) a copy of each Restrictive Covenant Agreement, duly executed by Buyer;

(v) a copy of each Seller Note, duly executed by Buyer;

(vi) (A) a certified copy of the certificate of incorporation or equivalent organizational document of Buyer, and (B) a certificate of good standing or equivalent certificate from the jurisdiction in which Buyer is incorporated or formed, in each case, dated within thirty (30) days of the Closing Date; and

(vii) IRS Form 8023 duly executed by Buyer, together with reasonable evidence that such form will be filed promptly after the Closing Date.

(f) Buyer will have repaid, or caused to be repaid, on behalf of the Sellers and each of the Companies, as applicable, all amounts necessary to discharge fully the then outstanding balance of all Indebtedness identified on Schedule 2.2(e)(vi), by wire transfer of immediately available funds to the account(s) designated by the holders of such Indebtedness in the Payoff Letters described in Section 2.2(e)(vi); and

(g) Buyer will have paid, or caused to be paid, on behalf of the Sellers and each of the Companies, as applicable, all amounts necessary to discharge fully the then outstanding balance of all Transaction Expenses, by wire transfer of immediately available funds, to the account(s) designated by each Person to whom such Transaction Expenses are to be paid;

[redacted]

2.4 Waiver of Conditions. All conditions to the Closing will be deemed to have been satisfied or waived from and after the Closing.

2.5 Withholding. The applicable withholding agent will be entitled to deduct and withhold from any amounts payable pursuant to this Agreement and the Escrow Agreement any withholding Taxes or other amounts required under the Code or any applicable Laws to be deducted and withheld; provided, however, other than with respect to compensatory payments, that such withholding agent will provide the recipient of such amount with written notice of such intended deduction or withholding at least three (3) Business Days prior to making such deduction or withholding, and the parties hereto shall work together in good faith to minimize such deduction or withholding. To the extent that such amounts are so deducted or withheld and paid over the appropriate Governmental Body, such deducted or withheld amounts will be treated for all purposes of this Agreement and the Escrow Agreement as having been paid to the Person in respect of which such deduction and withholding was made. The parties acknowledge and agree that any payments contemplated by this Agreement and the Escrow Agreement with respect to which compensatory withholding is required shall be made through applicable payroll procedures.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller represents and warrants to Buyer, severally and not jointly (i.e., in proportion to the respective percentage of Acquired Stock held by each Seller), as to such Seller, as follows:

3.1 Power. Each Seller has all requisite capacity to execute and deliver this Agreement and the documents referred to herein to which each Seller is a party, to perform his obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby.

3.2 Authorization; Valid and Binding Agreement; No Breach.

(a) The execution, delivery and performance of this Agreement by Sellers and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite action on the part of Sellers, and no other Proceedings on Sellers' part is necessary to authorize the execution, delivery or performance of this Agreement. Assuming that this Agreement is a valid and binding obligation of Buyer and each Company, this Agreement constitutes a valid and binding obligation of Sellers, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws affecting creditors' rights and general principles of equity.

(b) The execution, delivery and performance of this Agreement by Sellers and the consummation of the transactions contemplated hereby do not conflict with or result in any material breach of, constitute a material default under, result in a material violation of, result in the creation of any material Lien upon any material assets of Sellers, or require any material authorization, consent, approval, exemption or other material action by any court, other Governmental Body or other Third Party, under the provisions of any material agreement or instrument to which Sellers are bound, or any Law to which Sellers are subject other than any such breaches, defaults, violations or Liens that, individually or in the aggregate, would not have a material adverse effect on the ability of Sellers to perform any of its material obligations under this Agreement, and other than any such authorizations, consents, approvals, exemptions or other actions required by reason of Buyer's participation in the transactions contemplated hereby or the failure of which to obtain would not, individually or in the aggregate, have a material adverse effect on the ability of Sellers to perform any of its material obligations under this Agreement.

3.3 Ownership. As of the Closing, Sellers are the record owners of the Acquired Stock set forth on Schedule 3.3. On the Closing Date, Sellers will transfer to Buyer good and valid title to such Acquired Stock free and clear of all Liens, other than Permitted Liens and applicable federal and state securities law restrictions.

3.4 Broker. Except for BMO Capital Markets Corp., there is no liability for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any contract made by or on behalf of the Sellers.

[redacted]

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANIES

Each Company represents and warrants to Buyer as follows:

4.1 Organization and Power. Each Company is a corporation duly formed, validly existing and in good standing under the laws of its jurisdiction of incorporation, and each Company has all requisite corporate power and authority necessary to own and operate its properties and to carry on its businesses as now conducted. Each Company is qualified to do business and is good standing in every jurisdiction in which its ownership of property or the conduct of business as now conducted requires such Company to qualify, except where the failure to be so qualified or in good standing has not had, and would not have, a Material Adverse Effect.

4.2 Subsidiaries. Except as set forth on Schedule 4.2, none of the Companies own or hold the right to acquire any stock, partnership interest, limited liability company interest, joint venture ownership interest or other equity ownership interest in any other Person.

4.3 Authorization; Valid and Binding Agreement; No Breach.

(a) The execution, delivery and performance of this Agreement by each Company and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite action on the part of each Company, and no other Proceedings on any Company's part are necessary to authorize the execution, delivery or performance of this Agreement. Assuming that this Agreement is a valid and binding obligation of Buyer and Sellers, this Agreement constitutes a valid and binding obligation of each Company, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws affecting creditors' rights and general principles of equity.

(b) Except as set forth on Schedule 4.3(b), the execution, delivery and performance of this Agreement by each of the Companies and the consummation of the transactions contemplated hereby do not conflict with or result in any breach of, constitute a default under, result in a violation of, result in the creation of any Lien upon any assets of any of the Companies, or require any authorization, consent, approval, exemption or other action by any court, other Governmental Body or other Third Party, under the provisions of any of the Companies certificate of incorporation and bylaws or any Material Contract to which any of the Companies are bound, or any Law to which any of the Companies are subject other than any such breaches, defaults, violations or rights that would not be material to the Companies taken as a whole or would not materially impair the ability of the Companies to consummate the transactions contemplated by this Agreement, and other than any such authorizations, consents, approvals, exemptions or other actions that may be required by reason of Buyer's participation in the transactions contemplated hereby.

4.4 Capitalization. Schedule 4.4 sets forth all of the outstanding equity interest of each Company as of the date hereof and as of the Closing. Except as set forth on Schedule 4.4, none of the Companies have any other equity securities or securities containing any equity features authorized, issued or outstanding, and there are no agreements, options, warrants or other rights or arrangements existing or outstanding which provide for the sale or issuance of any of the foregoing by any Company. Except as set forth on Schedule 4.4, there are no outstanding (a) membership interests, shares of capital stock or other equity interests or voting securities of any Company, (b) securities convertible or exchangeable into

equity interests of any Company, (c) options, warrants, purchase rights, subscription rights, preemptive rights, conversion rights, exchange rights, calls, puts, rights of first refusal or other contracts that require a Company to issue, sell or otherwise cause to become outstanding or to acquire, repurchase or redeem equity interests of such Company or (d) stock appreciation, phantom stock, profit participation or similar rights with respect to any Company. There is no equityholder agreement, voting trust or other agreement, arrangement or understanding that may affect the exercise of voting or any other rights with respect to the equity interests of any Company. Each Company does not have any outstanding Indebtedness or other obligations whereby the holders of which have the right to vote (or which are convertible into or exercisable for securities having the right to vote) with the equityholders of any Company on any matter. Except as set forth on Schedule 4.4, there has been no change in any Company's ownership (including asset sales, mergers, consolidations, or changes in the individuals or entities controlling or owning it), nor are there any outstanding obligations of any Company to repurchase, redeem or otherwise acquire any equity securities of any Company and each Company has not redeemed any of its equity securities, in each case, in the past three (3) years. All of the outstanding equity interests of each Company have been offered, issued, sold and delivered in compliance with applicable federal and state securities laws and not subject to any preemptive rights. There are no rights to have any Company's equity interests registered for sale to the public in connection with the laws of any jurisdiction.

4.5 Financial Statements.

(a) Schedule 4.5(a) consists of: (i) the unaudited combined balance sheet of the Companies as of March 31, 2017 (the "Latest Balance Sheet") and the related combined statement of income for the three (3)-month period then ended and (ii) the reviewed combined balance sheet of the Companies and statements of income and cash flows for the calendar year ended December 31, 2016 (all such financial statements referred to in (i) and (ii), the "Financial Statements"). Except as set forth on Schedule 4.5, the Financial Statements present fairly in all material respects the financial condition and results of operations of the Companies (taken as a whole) as of the times and for the periods referred to therein in accordance with the Agreed Accounting Principles, consistently applied (subject in the case of the unaudited financial statements to (x) the absence of footnote disclosures and other presentation items and (y) changes resulting from year-end adjustments).

(b) The Companies maintain an adequate system of internal controls and procedures. Neither the Companies (including its respective personnel who have a role in the preparation of financial statements or the internal accounting controls utilized by the Companies) nor the Companies' independent accountants have identified any significant deficiency or material weakness in the system of internal accounting controls utilized by such Person.

(c) The Companies do not have any liabilities or obligations of any nature, whether or not accrued, absolute, contingent, mature or unmatured, asserted, unasserted or otherwise, except (i) liabilities or obligations stated or adequately reserved against in the Latest Balance Sheet, (ii) liabilities or obligations incurred as a result of or arising out of the transactions contemplated under this Agreement or (iii) liabilities or obligations incurred in the ordinary course of business since the date of the Latest Balance Sheet or (iv) the liabilities or obligations as set forth on Schedule 4.5(c).

4.6 Absence of Certain Developments. Since the date of the Latest Balance Sheet, there has not been any Material Adverse Effect. Except as set forth on Schedule 4.6 and except as contemplated by this Agreement, since the date of the Latest Balance Sheet, none of the Companies have:

(a) amended or modified its certificate of incorporation or bylaws (or equivalent governing documents);

(b) granted a Lien on any portion of its properties or assets, or suffered any portion of its properties or assets to be subject to any Lien, except for Permitted Liens;

(c) sold, assigned, transferred or licensed any of its tangible assets or properties having an aggregate value in excess of $[redacted], except in the ordinary course of business consistent with past practice;

(d) sold, assigned, transferred or licensed any patents, trademarks, trade names, copyrights, trade secrets or other intangible assets, except in the ordinary course of business consistent with past practice;

(e) made or granted any material bonus or any material salary increase to any current employee whose annual base salary is in excess of $[redacted], or materially amended or terminated any Company Plan or adopted any new employee benefit plan or program, agreement or arrangement that would be an Employee Plan if so adopted;

(f) made or changed any material Tax election, except in the ordinary course of business, entered into any settlement or compromise of any Tax contest or proceeding with respect to material amounts of Taxes, changed any annual Tax accounting period or method of Tax accounting, entered into any closing agreement relating to any Tax, filed any material amended Tax returns, or, except in the ordinary course of business, consented to any extension or waiver of the statute of limitations period applicable to any Tax claim or assessment;

(g) made any loans or advances to, or guarantees for the benefit of, any Persons (except to employees in the ordinary course of business);

(h) incurred any material liabilities (including any Indebtedness with a principal amount of at least $[redacted]), other than liabilities: (i) other than Indebtedness, incurred in the ordinary course of business consistent with past practice and (ii) other than Indebtedness, incurred in connection with or as a result of this Agreement and the transactions contemplated hereby;

(i) waived any right or canceled or compromised any material debt or claim other than in the ordinary course of business consistent with past practice;

(j) declared or paid any dividend or any other distribution with respect to the Acquired Stock or redeemed or purchased any of the Acquired Stock;

(k) suffered any material uninsured casualty, damage, destruction, loss or interruption in use with respect to any material asset or property of the Companies;

(l) made any loan, distribution or other payment to any of the Companies' directors, officers or employees other than compensation for services rendered and reimbursement for reasonable ordinary and necessary out-of-pocket business expenses and ordinary course equity distributions to the Sellers;

(m) (i) entered into, modified, amended or terminated any Material Contract, other than entering into agreements with customers and suppliers in the ordinary course of business consistent with past practice, (ii) entered into any contract with any Affiliate of any Company or

(iii) suffered any loss of, or materially changed any Company's relationship with, any material customer or material supplier;

(n) directly or indirectly acquired, made any investment in, or made any capital contributions to, any Person;

(o) issued, delivered, pledged, encumbered or sold, or authorized or proposed the issuance, delivery, pledge, repurchase, encumbrance or sale of, any Acquired Stock or securities convertible into, or rights, warrants or options to acquire, any such Acquired Stock or authorized or proposed any change in its equity capitalization;

(p) waived, released or assigned any claims or rights of any Company the value of which is in excess of $[redacted] in the aggregate;

(q) without duplication with respect to Section 4.6(e) hereof, entered into or modified any severance, change in control or similar agreement with any director, officer or member of senior management of the Companies; or

(r) entered into any contract or committed to do any of the foregoing.

4.7 Title to Properties.

(a) Except as set forth on Schedule 4.7(a), each Company owns good title to, or holds pursuant to valid and enforceable leases, all of the personal property shown to be owned or leased by it on the Latest Balance Sheet, free and clear of all Liens, except for Permitted Liens, and except for assets disposed of by each Company in the ordinary course of business consistent with past practices since the date of the Latest Balance Sheet.

(b) None of the Companies own any real property. The real property demised by the leases described on Schedule 4.7(b) (the "Leased Real Property") constitutes all of the real property leased by each Company. Except as set forth on Schedule 4.7(b), the Leased Real Property leases are in full force and effect, and the applicable Company to such Leased Real Property holds a valid and existing leasehold interest under each such lease, subject to proper authorization and execution of such lease by the other party and the application of any bankruptcy or creditor's rights laws. Each Company has delivered or made available to Buyer copies of each of the leases described on Schedule 4.7(b), and none of such leases has been modified in any material respect, except to the extent that such modifications are disclosed by the copies delivered or made available to Buyer. To the Companies' knowledge, none of the Companies are in default in any material respect under any of such leases.

4.8 Tax Matters.

(a) Each Company has filed all income Tax Returns and all other material Tax Returns that are required to be filed by it and has paid all material amounts of Taxes due and owning whether or not shown on any Tax Return. All such Tax Returns are correct, complete and prepared in compliance in all material respects with all applicable Laws.

(b) All material amounts of Taxes which any Company is obligated to withhold from amounts owing to any employee, independent contractor, creditor, equityholder or Third Party have been fully paid or properly accrued. All IRS Forms W-2 and Forms 1099 required with respect to such withholding and payment have been properly completed and timely filed.

(c) There are no Liens for Taxes (other than Permitted Liens) on any of the assets of any Company.

(d) There is no dispute or claim concerning any Tax liability of any Company claimed, raised or threatened, in each case, to the Companies' knowledge, by any taxing authority. None of the Companies have waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency in respect of such Taxes other than (i) waivers or extensions that are no longer in force, or (ii) in the ordinary course of business in connection with filing Tax Returns. No Taxing authority in a jurisdiction where a Company does not file Tax Returns or pay Taxes has claimed in writing that such Company is or may be subject to taxation by that jurisdiction.

(e) No Company is a party to any Tax allocation or sharing contract other than contracts the primary purpose of which is not the allocation or sharing of Taxes and in which Tax allocation or sharing provisions are customary.

(f) Neither CHC nor CPPC will be required to include any item of income in, or exclude any item of deduction from, taxable income for any Post-Closing Tax Period as a result of: (i) any change in accounting method in a Pre-Closing Tax Period or use of an improper accounting method during a Pre-Closing Tax Period, (ii) a "closing agreement" as described in Code Section 7121 (or any similar state, local or foreign Law) executed on or before the Closing Date, (iii) a cash method receivable attributable to a Pre-Closing Tax Period, (iv) installment sale or open transaction disposition made during a Pre-Closing Tax Period, (v) prepaid amounts or any other income eligible for deferral under the Code or Treasury Regulations promulgated thereunder, including without limitation, Code Sections 455 and 456, Treasury Regulations Section 1.451-5 and Revenue Procedure 2004-34, received on or before the Closing Date, or (vi) election under Code Section 108(i) made during a Pre-Closing Tax Period.

(g) Each Company has not distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed by Code Section 355.

(h) No Company is or has been a party or any "listed transaction" as defined in Code Section 6707A(c)(2) or Treasury Regulations Section 1.6011-4(b)(2).

(i) No Company has been a member of any affiliated group within the meaning of Code Section 1504(a) filing a consolidated U.S. federal income Tax Return or any similar provision of state, local, or foreign Tax Law. No Company is liable for the Taxes of any Person (other than another Company) as a result of successor liability, transfer liability, joint or several liability (including pursuant to Treasury Regulations Section 1.1502-6 or any similar provision of state, local or foreign Law), or otherwise.

(j) Since the date set forth opposite each Company's name in Schedule 4.8(j), the listed Company made a valid and timely election for U.S. federal income tax purposes to be classified as an S corporation within the meaning of Section 1361(a)(1) of the Code. At all times during the period following such election, each Company is, and has always been, a valid S corporation.

(k) No Company will be liable for any Tax under Section 1374 of the Code in connection with the deemed sale of such Company's assets caused by the Section 338(h)(10) Election. No Company has in the past five (5) years (i) acquired assets from another corporation

in a transaction in which its Tax basis for the acquired assets was determined, in whole or in part, by reference to the Tax basis of the acquired assets (or any other property) in the hands of the transferor or (ii) acquired the stock of any corporation which is a qualified subchapter S subsidiary.

The representations and warranties set forth in Sections 4.6(f), 4.8 and 4.12 contain the sole and exclusive representations and warranties in this Agreement with respect to Taxes and any claim for breach of representation or warranty with respect to Taxes will be based on the representations and warranties made in Sections 4.6(f), 4.8 and 4.12 and will not be based on the representations or warranties set forth in any other provision of this Agreement and nothing in this Agreement (including this Section 4.8, but other than Section 4.8(f)) will be construed as providing a representation or warranty with respect to the existence, amount, expiration date or limitations on (or availability of) any Tax attribute (including methods of accounting) of any Company.

4.9 Contracts and Commitments.

(a) Except as set forth on Schedule 4.9(a), as of the date hereof, none of the Companies are party to any written contract (other than a Company Plan) that is a:

(i) collective bargaining agreement or contract with any labor union, other than as described in Section 4.18 or Schedule 4.18;

(ii) contract for the employment of any officer, employee, Contingent Worker or individual providing services on a consulting basis providing for total compensation in excess of $[redacted] per annum, other than a Company Plan;

(iii) contract relating to the incurrence of any Indebtedness or granting or suffering any Lien, including borrowing of money or to mortgaging, pledging or otherwise placing a Lien on any of the Companies' assets; guaranty of any obligation for borrowed money;

(iv) lease or rental contract under which it is lessee of, or holds or operates any personal property owned by any other party, for which the annual rental exceeds $[redacted];

(v) lease or rental contract under which it is lessor of or permits any Third Party to hold or operate any property, real or personal, for which the annual rental exceeds $[redacted];

(vi) management services agreement, professional services agreement or other contracts with any Healthcare Provider;

(vii) contract with any Governmental Body, or any entity acting on behalf of such Governmental Body, or any nongovernmental payor, private insurer, health maintenance organization, preferred provider organization, other prepaid plan, health care service plan or other third party payor;

(viii) partnership agreements, joint venture agreements and other contracts (however named) involving a sharing of profits, losses, costs or liabilities by any Company and another Person;

(ix) Contracts with any of the Companies' directors or equivalent governing Persons (other than each Company's governing documents);

(x) any deferred compensation, severance, bonus, retirement, or change in control Contract or plan;

(xi) Contracts for the purchase or sale of any assets: (i) other than in the ordinary course of business consistent with historical practices, (ii) containing contingent payment obligations, or (iii) involving the payment of more than $[redacted] in any fiscal year;

(xii) Contracts affecting the ownership of, title to, use of or any interest in real estate;

(xiii) Contracts restricting in any manner: (i) any Company's right to compete with any other Person, (ii) any Company's right to sell to or purchase from any other Person, or (iii) any Company's right to compete in any geographical area;

(xiv) equity redemption or purchase agreements or other contracts affecting or relating to the Acquired Stock, including any contract with the Sellers, which includes anti-dilution rights, registration rights, voting arrangements, operating covenants or similar provisions; and

(xv) Contracts or commitments for the purchase by any Company of machinery, equipment or other personal property other than those that are for amounts not to exceed $[redacted] annually;

(xvi) Contracts not otherwise identified above that either: (i) involve consideration in excess of $[redacted] in any fiscal year, (ii) have terms of more than one year and are not terminable by any Company upon less than 90 calendar days' notice without penalty or involve future payments, performance of services or delivery of goods or materials to or by any Company or of any amount or value reasonably expected to exceed $[redacted] in any future twelve (12)-month period.

(b) Buyer has been given access to a true and correct copy of all contracts which are listed on Schedule 4.9(a), together with all material amendments, waivers or other changes thereto.

(c) As of the date hereof, (i) none of the Companies are in material default under any contract listed on Schedule 4.9(a) (each, a "Material Contract" and, collectively, the "Material Contracts"), and (ii) to the Companies' knowledge, the other party to each of the Material Contracts is not in material default thereunder.

4.10 Intellectual Property.

(a) All of the patents, internet domain names, registered trademarks, registered service marks, registered copyrights, and applications for any of the foregoing owned by each Company and used in the conduct of each Company's respective businesses are set forth on Schedule 4.10(a).

(b) Except as set forth on Schedule 4.10(b): (i) each Company owns and possesses all right, title and interest in and to, or has, to the Companies' knowledge, a valid and enforceable license to use, the Intellectual Property, (ii) to the Companies' knowledge, none of the Companies are currently infringing on the Intellectual Property rights of any other Person, and (iii) to the Companies' knowledge, no Person is currently infringing on any Intellectual Property owned or purported to be owned by any Company.

(c) Except as would not have a Material Adverse Effect, each Company has entered into written confidentiality agreements and written proprietary rights agreements with all of its respective employees and independent contractors who have been involved in the development for each Company of Intellectual Property acknowledging each Company's ownership of all inventions and other intellectual property rights created or developed by its employees and independent contractors who have been involved in the development for each Company's Intellectual Property within the scope of their employment or engagement. Each Company has taken all other reasonably necessary actions to maintain and protect its rights in the Intellectual Property.

4.11 Litigation. Except as set forth on Schedule 4.11, as of the date hereof, there are no Proceedings pending or, to the Companies' knowledge, threatened in writing against any of the Companies before or by any Governmental Body, and none of the Companies are party to any outstanding judgment or decree of any Governmental Body. Schedule 4.11 includes a description of all material litigation claims, suits, actions and proceedings and, to the Companies' knowledge, material audits and investigations, involving any Company, or, to the Companies' knowledge, any of its officers, directors, equityholders or key employees in connection with the Companies' business during the past three (3) years.

4.12 Employee Benefit Plans.

(a) For purposes of this Agreement, "Employee Plan" means each of the "employee benefit plans" (as defined under Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), whether or not subject to ERISA), or any other bonus, incentive, equity or equity-based, retention, severance, separation or deferred compensation program, agreement or arrangement. Except as listed on Schedule 4.12(a), none of the Companies (or any Subsidiary thereof) sponsors, maintains, contributes to or has any liability with respect to, any Employee Plan for the benefit of any current or former employee, Contingent Worker or director of a Company or the dependent or beneficiary of such Person (each, a "Company Plan" and collectively, the "Company Plans").

(b) With respect to each of the Company Plans, the Companies have made available to Buyer true and complete copies of, as applicable: (i) all plan and trust documents (including all amendments thereto); (ii) the most recent favorable determination letter or opinion letter from the Internal Revenue Service; (iii) the most recent summary plan description; and (iv) the most recently filed Form 5500 annual report and all schedules thereto.

(c) Each of the Company Plans that is intended to be qualified under Section 401(a) of the Code has received a favorable determination or opinion letter from the Internal Revenue Service and, to the Companies' knowledge, no event or omission has occurred that would cause any Company Plan to lose such qualification.

(d) The Company Plans comply in form and in operation in all material respects with its terms and applicable Law (including ERISA and the Code). All payments and/or contributions

required to have been made with respect to all Company Plans either have been made or have been accrued in accordance with the terms of the applicable Company Plan and applicable law. The Company Plans satisfy in all material respects the minimum coverage and discrimination requirements under the Code.

(e) None of the Companies, nor any entity that would have ever been considered a single employer with any of the Companies at the relevant time under Section 4001(b) of ERISA or part of the same "controlled group" as any of the Companies for purposes of Section 302(d)(3) of ERISA (each, an "ERISA Affiliate") has ever maintained, contributed to, or been required to contribute to (i) any employee benefit plan that is or was subject to Title IV of ERISA, Section 412 of the Code, Section 302 of ERISA, (ii) a multiemployer plan as defined in Section 3(37) of ERISA, or (iii) any funded welfare benefit plan within the meaning of Section 419 of the Code, and neither any Company nor any ERISA Affiliate has ever incurred any liability under Title IV of ERISA that has not been paid in full.

(f) None of the Company Plans (i) is subject to Title IV of ERISA or (ii) provide for medical or life insurance benefits to a retired or former employee of a Company (other than as required under Code Section 4980B, or similar state law).

(g) With respect to the Company Plans, as of the date hereof, no actions, audits, suits, claims or other proceedings (other than routine claims for benefits in the ordinary course) are pending or, to the Companies' knowledge, threatened and, to the Companies' knowledge, there is no reasonable basis for any such litigation or proceeding.

(h) Each Company Plan that constitutes in any part a nonqualified deferred compensation plan within the meaning of Section 409A of the Code has been operated and maintained in all material respects in operational and documentary compliance with Section 409A of the Code and applicable guidance thereunder.

(i) No Company Plan is subject to the laws of any jurisdiction outside the United States.

(j) Neither the execution and delivery of this Agreement, the shareholder approval of this Agreement, nor the consummation of the transactions contemplated hereby could (either alone or in conjunction with any other event) (i) result in, or cause the accelerated vesting payment, funding or delivery of, or increase the amount or value of, any payment or benefit to any employee, officer, director or other service provider of the Companies; (ii) result in any "parachute payment" as defined in Section 280G(b)(2) of the Code (whether or not such payment is considered to be reasonable compensation for services rendered); or (iii) result in a requirement to pay any tax "gross-up" or similar "make-whole" payments to any employee, director or consultant of the Companies.

4.13 Insurance. Schedule 4.13 lists each insurance policy maintained by each Company, together with a claims history for the past three (3) years. The Sellers have made available to Buyer copies of all insurance policies that are owned by each Company or name any Company as an insured or loss payee and pertain to assets, real estate, business, or employees of any Company. All such insurance policies are in full force and effect. To the Companies' knowledge, there are no circumstances that would reasonably be expected to lead to any such insurance being revoked, violated or not renewed in the ordinary course. There are currently no material claims pending under any such policy. All premiums covering all periods up to and including the Closing Date are or will have been paid prior to the Closing,

and no notice of cancellation or termination has been received by any Company with respect to any such policy.

4.14 Compliance with Laws. Except as set forth on Schedule 4.14, each Company is, and, since January 1, 2014, has been in compliance in all material respects with all applicable Laws. This Section 4.14 does not relate to healthcare regulatory compliance matters, which is the subject of Section 4.16.

4.15 Environmental Compliance and Conditions. Except as set forth on Schedule 4.15:

(a) To the Companies' knowledge, each Company is in compliance with all applicable Environmental Laws, except for noncompliance which would not have a Material Adverse Effect.

(b) To the Companies' knowledge, each Company holds and is in compliance with all authorizations, licenses and Permits required under applicable Environmental Laws to operate at the Leased Real Property and to carry on its respective businesses as now conducted, except where the failure to hold or comply with such authorizations, licenses and Permits would not have a Material Adverse Effect.

(c) Within three years prior to the date hereof, none of the Companies have received any written notice from any Governmental Body asserting any actual or alleged violation of Environmental Laws, or any liabilities for investigation costs, cleanup costs, response costs, corrective action costs, personal injury, property damage, natural resources damages or attorney fees under Environmental Laws, the subject of which notice is unresolved and if determined adversely to any Company, would have a Material Adverse Effect.

(d) The representations and warranties in this Section 4.15 are the sole and exclusive representations and warranties in this Agreement concerning environmental matters including matters arising under Environmental Laws or with respect to Hazardous Substances and any claim for breach of representation and warranty with respect to any matter relating thereto will be solely for breach of the representations and warranties made in this Section 4.15.

4.16 Regulatory Compliance. Except as set forth on Schedule 4.16:

(a) Each Company, and each Company's officers, directors and employees is in compliance in all material respects with all applicable Healthcare Laws.

(b) None of the Companies or, to the Companies' knowledge, their officers, directors or employees have been or are currently suspended, excluded or debarred from, or threatened with or currently subject to a Proceeding that is reasonably expected to result in suspension, exclusion or debarment under state or federal statutes or regulations, including under 42 U.S.C. § 1320a-7 or relevant regulations in 42 C.F.R. Part 1001. To the Companies' knowledge, since January 1, 2015, no Company has arranged or contracted with (by employment or otherwise) for the provision of items or services for which payment may be made under a Federal Health Care Program with any individual or entity that such Company should know: (i) has been convicted of or pled guilty or nolo contendere to any federal or state criminal offense related to a violation of a Healthcare Law; (ii) has had his or her professional license revoked and/or is the subject of any disciplinary action under any state rules of professional conduct; or (iii) is excluded from participation in a Federal Health Care Program.

(c) Each Company possesses all, and, to the Companies' knowledge, is not in default or violation of any, material Permits required under applicable Healthcare Laws for the conduct of the business as currently conducted, and each such material Permit (i) is in full force and effect; (ii) to the Companies' knowledge, is not subject to any Proceeding pending or threatened in writing against any of the Companies to revoke, cancel, suspend, not renew, or restrict any such material Permit; and (iii) since January 1, 2014, has never been revoked, cancelled, suspended, restricted, or subject to nonrenewal or any other sanction. To the Companies' knowledge, each health care professional employed by, under contract with, or otherwise engaged to provide services to patients by any Company holds a current and unrestricted professional license or certification from a Governmental Body to perform his/her duties, and, to the Companies' knowledge, there is no action to revoke, cancel, suspend, restrict, modify, or not renew any such professional license.

(d) To the Companies' knowledge, since January 1, 2015, no Company and no present or former officer, director, employee, or agent of any Company in his or her capacity as such, has been subject to, nor has received written notice (i) of any investigation, action, case, complaint, audit or proceeding, conducted by any Governmental Body in connection with any Healthcare Laws or (ii) from any Governmental Body of any violation of, or alleged violation of, any Healthcare Law.

(e) Each Company is in material compliance with (i) HIPAA and (ii) all applicable Privacy Laws to the extent not preempted by HIPAA. Except as set forth on Schedule 4.16(e), no breach has occurred with respect to any unsecured protected health information maintained by or for any Company that is subject to the notification requirements of 45 C.F.R. §§ 164.406 or 164.408(b), and, to the Companies' knowledge, no information security or privacy breach event has occurred that would require notification under any comparable state laws. Each Company has conducted its business in compliance in all material respects with the HIPAA regulations governing electronic transactions (45 C.F.R. Parts 160 and 162, Subparts I through R) and unique identifiers (45 Parts 160 and 162, Subparts D and F).

(f) Since January 1, 2015, no Company has submitted, or caused to be submitted, any claim for payment to any payer source, either governmental or non-governmental, in violation of any false claim or fraud law, including 31 U.S.C. § 3729, as amended (known as the "False Claim Act"), or any other applicable federal or state false claim or fraud law, except as would not have a Material Adverse Effect.

(g) Since January 1, 2015, no Company has submitted, or caused to be submitted, any claim in connection with any referral to such Company which violated any applicable self-referral law, including 42 U.S.C. § 1395nn, as amended (known as the "Stark Act"), or any applicable state self-referral law, except as would not have a Material Adverse Effect.

(h) Except for noncompliance which would not have a Material Adverse Effect, since January 1, 2015, each Company has been in compliance with all applicable Laws related to the ordering and dispensing of controlled substances, including 21 U.S.C., Chapter 13, as amended (known as the "Controlled Substances Act"), and all other applicable federal and state controlled substances law.

(i) Each Company and any physicians or other licensed health care professionals employed by, under contract with, or otherwise providing services to patients on behalf of any Company are, and since January 1, 2015 have been in compliance in all material respects with any state "corporate practice of medicine", "fee splitting", or similar laws governing professional

activities and relationships and since January 1, 2015 through the date hereof, no Company has received, and, to the Companies' knowledge, no physician or other licensed health care professional employed by, under contract with, or otherwise providing services to patients on behalf of any Company has received, any written notice of any actual, alleged, or suspected violation of any of such laws.

(j) No Company is a party to a Corporate Integrity Agreement with the Office of Inspector General of the Department of Health and Human Services (the "OIG") or similar agreement, or consent order with any Governmental Body. No Company has any ongoing reporting obligations pursuant to any settlement agreement or consent order entered into with any Governmental Body, and, since January 1, 2015, no Company has received any written notice from any employee, independent contractor, vendor, physician, or any other Person of any actual, alleged or suspected violation of any Laws.

(k) Third Party Reimbursements. Since January 1, 2015, each Company has obtained and maintained all provider agreements, certifications, and authorizations required from any Governmental Body and nongovernmental payor, or any entity acting on behalf of such Governmental Body or nongovernmental payor, private insurer, health maintenance organization, preferred provider organization, other prepaid plan, health care service plan or other third party payor, under any law (collectively, "Payors") and has obtained and maintained eligibility and good standing for reimbursement from such Payor, in each case, except as would not have a Material Adverse Effect. There is no action, case, complaint, audit or proceeding pending or threatened by any Payor with respect to (i) any alleged violation by any Company of any Healthcare Laws involving or relating to participation in any such Payor's reimbursement program or eligibility to receive payment; or (ii) any revocation, cancellation, rescission, modification, or refusal to renew in the ordinary course, any agreements, certifications, or authorization of any Payor. Since January 1, 2015, no Payor agreement has been revoked, cancelled, suspended, restricted, or subject to nonrenewal. Since January 1, 2015, all billing practice of the Companies to all Payors have been conducted in compliance in all material respects with all applicable Laws and the billing guidelines of such Payors.

4.17 Affiliated Transactions. Except as set forth on Schedule 4.17 no officer, director, controlling equityholder of any Company or any individual in such officer's, director's or equityholder's immediate family is, or during the past five (5) years has been, (i) a party to any material contract or transaction with, or any commitment to or from, any Company (other than any agreement or transaction which is not substantially less favorable to such Company as would reasonably be expected to be obtained by such Company at the time in a comparable arm's-length transaction with a Person not affiliated with such Company), (ii) indebted to any Company or a guarantor or otherwise liable for any liability of and Company, or (iii) a holder of any interest in any property (whether real, personal or mixed and whether tangible or intangible) used by any Company.

4.18 Employment and Labor Matters.

(a) Schedule 4.18(a)(i) contains a complete and accurate list of all employees of the Companies as of the most recent practicable date prior to the date of this Agreement, setting forth for each employee: his or her position or title; whether classified as exempt or non-exempt for wage and hour purposes; whether paid on a salary, hourly or commission basis and the employee's actual annual base salary or other rates of compensation; average scheduled hours per week; date of hire; and business location. Schedule 4.18(a)(ii) contains a complete and accurate list of all of the independent contractors, consultants, temporary employees, or leased employees employed or used by the Companies and classified by the Companies as other than employees

("Contingent Workers") as of the date of this Agreement, showing for each Contingent Worker such individual's role in the business and fee or compensation arrangements.

(b) The Companies are, and for the past three years have been, in compliance in all material respects with all applicable Laws and regulations respecting labor and employment matters, including fair employment practices, workplace safety and health, work authorization and immigration, unemployment compensation, workers' compensation, affirmative action, terms and conditions of employment, employee leave and wages and hours, including payment of minimum wages and overtime and classification as employee or independent contractor. The Companies currently classify and have properly classified, in each case in all material respects, each of their employees as exempt or non-exempt for the purposes of all applicable Laws for at least the past three years.

(c) Except as set forth on Schedule 4.18(c), within the three years preceding the date of this Agreement (i) none of the Companies has received any threat of or notice of contemplation of any form of Proceeding with respect to employment or labor matters; and (ii) none of the Companies has had pending or resolved against them any Proceeding with respect to employment or labor matters.

(d) Except as set forth on Schedule 4.18(d), (i) none of the Companies are party to or bound by any collective bargaining agreement, (ii) none of the Companies have experienced any strike, picketing of any nature, organizational campaigns, labor dispute, slowdown, claim of unfair labor practices, or other collective bargaining dispute within the past three years, (iii) to the Companies' knowledge, there are no current union representation questions involving employees of any Companies; (iv) none of the Companies have engaged in any unfair labor practices within the past three years; and (v) none of the Companies has a duty to bargain with any union or labor organization or other person purporting to act as exclusive bargaining representative of any employees with respect to the wages, hours or other terms and conditions of employment of any employee.

(e) None of the Companies has experienced a "plant closing," "business closing," or "mass layoff" or similar group employment loss as defined in the federal Worker Adjustment and Retraining Notification Act (the "WARN Act") or any similar state, local or foreign Law or regulation affecting any site of employment of the Companies or one or more facilities or operating units within any site of employment or facility of the Companies. During the ninety (90) day period preceding the date hereof, no employee or Contingent Worker has suffered an "employment loss" as defined in the WARN Act with respect to the Companies.

4.19 Brokerage. Except for BMO Capital Markets Corp., there is no liability for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any contract made by or on behalf of the Sellers or the Companies.

4.20 Suppliers. Schedule 4.20 sets forth each of the ten largest suppliers of each Company as a percentage of each Company's consolidated revenue (i) for the year ended December 31, 2016 and (ii) for the four (4) month period ended April 30, 2017 (collectively, "Material Suppliers"). Since the date of the Latest Balance Sheet, no Material Supplier of any Company has cancelled, materially modified, or otherwise terminated its relationship with any Company, or has during said period decreased supplies or materials furnished to any Company outside of the normal course of business.

4.21 Accounts Receivable; Accounts Payable.

(a) All of the accounts receivable of each Company included in the Financial Statements are valid and enforceable claims, are subject to no set-off or counterclaim, and to the Companies' knowledge, are fully collectible in the normal course of business, after deducting the reserve for doubtful accounts stated in the Financial Statements, which reserve is in accordance with GAAP. Since the date of the Latest Balance Sheet, each Company has collected its accounts receivable in the ordinary course of business and in a manner that is consistent with its past practices and has not accelerated any such collections. No Company has accounts receivable or loans receivable from any Person which is affiliated with it or any of the directors, officers, employees or owners of any Company.

(b) All accounts payable and notes payable of each Company arose in bona fide arm's length transactions in the ordinary course of business and no such account payable or note payable is delinquent in its payment in any material respect. Since the date of the Financial Statements, each Company has paid its accounts payable in the ordinary course of its business and in a manner that is consistent with its past practices. Each Company has no account payable to any Person who is affiliated with it or any of the directors, officers, employees or owners of any Company.

4.22 Title to Assets. Each Company has good and marketable title to all of the properties and assets, tangible or intangible, material to its business and all assets reflected on the Latest Balance Sheet or acquired by it after the date thereof, except as sold or disposed of subsequent to the date thereof in the ordinary course of business consistent with past practices. All such assets are owned free and clear of all Liens, except for Permitted Liens.

4.23 Bank Accounts and Powers of Attorney. Schedule 4.23 sets forth each bank, savings institution and other financial institution with which each Company has an account or safe deposit box and the names of all persons authorized to draw thereon or to have access thereto. Each Person holding a power of attorney or similar grant of authority on behalf of each Company is identified on Schedule 4.23. Except as disclosed on Schedule 4.23, each Company has not given any revocable or irrevocable powers of attorney to any Person, firm, corporation or organization relating to its business for any purpose whatsoever.

4.24 Investment Company Act; Regulated Entities. No Company is (a) an "investment company" within the meaning of the Investment Company Act of 1940 or (b) subject to regulation under the Federal Power Act, the Interstate Commerce Act, any public utilities code, or any other federal or state statute, rule or regulation limiting its ability to incur Indebtedness or pledge its assets.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to each of Sellers and the Companies as follows:

5.1 Organization and Power. Buyer is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder.

5.2 Authorization; Valid and Binding Agreement; No Breach.

(a) The execution, delivery and performance of this Agreement by Buyer and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite action on the part of Buyer, and no other Proceedings on Buyer's part are necessary to authorize the execution, delivery or performance of this Agreement. Assuming that this Agreement is a valid and binding obligation of Sellers and each Company, this Agreement constitutes a valid and binding obligation of Buyer, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws affecting creditors' rights and general principles of equity.

(b) Buyer is not subject to or obligated, to the extent applicable, under its governing documents, any applicable law, or rule or regulation of any Governmental Body, or any material contract, agreement or instrument, or any license, franchise or Permit, or any order, writ, injunction, judgment or decree, which would be breached or violated in any material respect by its execution, delivery or performance of this Agreement. Buyer is not required to submit any notice, report or other filing with any Governmental Body in connection with the execution, delivery or performance by it of this Agreement or the consummation of the transactions contemplated hereby. No consent, approval or authorization of any Governmental Body or any other party or Person is required to be obtained by Buyer in connection with its execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby.

5.3 Litigation. As of the date hereof, there are no Proceedings pending or, to Buyer's knowledge, threatened in writing against Buyer or before or by any Governmental Body, which would adversely affect Buyer's ability to perform under this Agreement or consummate the transactions contemplated hereby. Buyer is not party to any outstanding judgment or decree of any Governmental Body.

5.4 Brokerage. There is no liability for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any contract made by or on behalf of Buyer.

5.5 Investment Representation. Buyer is acquiring the Acquired Stock for its own account with the present intention of holding such stock for investment purposes and not with a view to, or for sale in connection with, any distribution of such stock in violation of any federal or state securities laws. Buyer is an "accredited investor" as defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act. Buyer acknowledges that it is informed as to the risks of the transactions contemplated hereby and of ownership of the Acquired Stock. Buyer acknowledges that the Acquired Stock have not been registered under the Securities Act or any state or foreign securities laws and that the Acquired Stock may not be sold, transferred, offered for sale, assigned, pledged, hypothecated or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation or other disposition is pursuant to the terms of an effective registration statement under the Securities Act and the Acquired Stock are registered under any applicable state or foreign securities laws or sold pursuant to an exemption from registration under the Securities Act and any applicable state or foreign securities laws.

5.6 Sufficiency of Funds. Buyer has delivered to Sellers a true, complete and correct copy of the Equity Commitment Letter, pursuant to which the Equity Financing Source has committed, subject to the terms and conditions thereof, to invest the amount set forth therein (such investment, the "Equity Financing"). Buyer is a party to a certain the Credit Agreement (the "Debt Financing Agreement"), dated as of May 18, 2017, by and among Buyer, as holdings, certain subsidiaries of Buyer as borrowers and

guarantors (collectively, the "Loan Parties", and each individually, a "Loan Party"), the financial institutions party thereto from time to time (the "Lenders"), and Capital One, National Association, as agent (together with the Lenders and its and their respective Affiliates, the "Debt Financing Sources"), pursuant to which, and subject to the terms and conditions set forth on Schedule 5.6, which is a true and correct summary of all of the conditions precedent in the Debt Financing Agreement and the other Loan Documents (as defined in the Debt Financing Agreement) to the funding of delayed draw term loans thereunder, certain Debt Financing Sources, identified as "DDTL Lenders", have extended certain delayed draw term loan commitments to the Buyer for the purpose of financing transactions of the type contemplated hereby (such commitments, the "Debt Commitments" and the provision of such funds as set forth therein, the "Debt Financing", and, together with the Equity Financing, the "Financing"). As of the date hereof, the aggregate undrawn amount of the Debt Commitments is set forth on Schedule 5.6. The Debt Commitments have not been drawn, withdrawn, modified or rescinded in any respect prior to the date of this Agreement. The Debt Financing Agreement is in full force and effect and, as of the date hereof, no event has occurred that, with or without notice, lapse of time or both, would constitute a default or breach on the part of Buyer or by any other Loan Party, which default or breach would reasonably be expected to adversely impact the availability of the Debt Financing in amounts sufficient, when taken together with the Equity Financing and other cash of Buyer on the Closing Date, to consummate the transactions contemplated to be consummated at the Closing. Except as set forth on Schedule 5.6, there are no conditions precedent to the obligations of the Debt Financing Sources to provide the Debt Financing, and except as set forth on Schedule 5.6, there are no conditions precedent to the ability of Buyer under the Debt Financing Agreement and the other Loan Documents to enter into or consummate the acquisition of the Acquired Stock (and the other transactions contemplated to be consummated at the Closing), which qualifies as a Limited Condition Acquisition, as defined in, and pursuant to, the Debt Financing Agreement. Buyer has fully paid any and all commitment fees, if any, or other fees required under the Debt Financing Agreement to be paid as of the date hereof. As of the date hereof Buyer has no reason to believe that any of the conditions to the Financing will not be satisfied as of the Closing or the consummation of the acquisition of the Acquired Stock or that the funding contemplated in the Financing will not be made available to Buyer . Subject to the terms and conditions set forth on Schedule 5.6, the net proceeds contemplated from the Financing, together with other cash of Buyer on the Closing Date, will, in the aggregate, be sufficient for Buyer to consummate the transactions contemplated to be consummated at the Closing.

5.7 Solvency. Upon consummation of the transaction contemplated hereby and assuming no breach of any representations, warranties, covenant and agreements by any of the Companies or the Sellers, Buyer and each Company will not (a) be insolvent or left with unreasonably small capital, (b) have incurred debts beyond their ability to pay such debts as they mature in the ordinary course of business, or (c) have liabilities in excess of the reasonable market value of their assets. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Buyer or the Companies.

5.8 Investigation. Buyer acknowledges, covenants and agrees that it is relying on its own independent investigation and analysis in entering into this Agreement and consummating the transactions contemplated hereby. Buyer is knowledgeable about the industries in which the Companies operate and is capable of evaluating the merits and risks of the transactions contemplated by this Agreement and is able to bear the substantial economic risk of such investment for an indefinite period of time. Buyer has been afforded full access to the books and records, facilities and personnel of each Company for purposes of conducting a due diligence investigation and has conducted a full due diligence investigation of the Companies.

ARTICLE VI

CERTAIN COVENANTS

6.1 Conduct of the Business.

(a) From the date hereof until the earlier of the Closing or the termination of this Agreement pursuant to Section 9.1, except as otherwise provided for by this Agreement (including the Disclosure Schedules) or consented to in writing by Buyer (which consent will not be unreasonably withheld, conditioned or delayed), each Company will use its commercially reasonable efforts to conduct its business in the ordinary course of business, including but not limited to:

(i) conduct each Company's business in a reasonable and prudent manner in accordance with each Company's past practices, including hiring and terminating personnel;

(ii) preserve intact its existing business organizations and relations with its employees, customers, suppliers and others with whom it has a business relationship in the ordinary course of business consistent with past practice; and

(iii) preserve intact and protect its programs and properties and conduct its business in material compliance with applicable Law;

provided that, the foregoing notwithstanding, each Company may use all available cash to pay any Transaction Expenses [redacted] or Indebtedness prior to the Closing or for any other purpose.

(b) From the date hereof until the earlier of the Closing or the termination of this Agreement pursuant to Section 9.1, except as otherwise provided for by this Agreement or consented to in writing by Buyer (which consent will not be unreasonably withheld, conditioned or delayed), none of the Companies will intentionally take nor fail to take any action which, if taken or failed to be taken after July 1, 2016, would be required to be disclosed on Schedule 4.6 pursuant to Section 4.6.

6.2 Regulatory Filings. Each Company will make or cause to be made all filings and submissions under any material Laws applicable to it for the consummation of the transactions contemplated herein that are required as a condition to consummate the transactions contemplated hereby and, in each case, include in each such filing or submission a request for early termination or acceleration of any applicable waiting or review periods, to the extent available under applicable Law. Each Company will coordinate and cooperate with Buyer in exchanging such information and providing such assistance as Buyer may reasonably request in connection with the foregoing.

6.3 Conditions. Each Company will use commercially reasonable efforts to cause the conditions set forth in Section 2.2 to be satisfied and to consummate the transactions contemplated herein as soon as reasonably possible after the satisfaction of the conditions set forth in Section 2.2 (other than those to be satisfied at the Closing).

6.4 Exclusive Dealing. During the period from the date of this Agreement through the Closing Date or the earlier termination of this Agreement pursuant to Section 9.1, neither Sellers nor any

Company shall take, nor shall the Sellers or any Company permit any of their respective directors, officers, employees, managers, advisors, representatives or agents to take (directly or indirectly) any of the following actions with any Person (other than Buyer and its authorized representatives (the "Buyer's Representatives")):, (i) solicit, entertain, initiate, facilitate, knowingly encourage, or engage in discussions or negotiations with, or enter into an agreement with, any Person other than the Buyer Representatives relating to any inquiry, contact, offer or proposal, oral, written or otherwise, formal or information, providing for the purchase of the Acquired Stock, any merger, sale of all or substantially all of the assets of any Company, or similar transactions involving any Company (other than assets sold in the ordinary course of business), (ii) provide any information with respect to any Company to any Person other than the Buyer Representatives, relating to (or which any Company reasonably believes would be used for the purpose of formulating) an offer or proposal with respect to, or otherwise assist, cooperate with, facilitate or encourage any effort or attempt by any such Person with regard to, any possible Competing Transaction for any Company, (iii) approve or agree to or enter into an agreement with any Person other than Buyer providing for a Competing Transaction for any Company, (iv) make or authorize any statement, recommendation, solicitation or endorsement in support of any possible Competing Transaction for any Company other than the transaction contemplated by this Agreement, or (v) authorize or permit the Companies' directors, officers, employees, managers, advisors, representatives or agents to take any such action. Each Company and the Sellers shall promptly notify Buyer after receipt by any Company or the Sellers (or any of their respective officers, directors, employees, managers, agents, advisors or other representatives) of any proposal for, or inquiry respecting, any Competing Transaction, or any request for nonpublic information in connection with such proposal or inquiry or for access to the properties, books or records of any Company by any person that informs or has informed such Company or the Sellers that it is considering making or has made such a proposal or inquiry. Each Company and the Sellers shall immediately cease and cause to be terminated all existing discussions or negotiations with any parties conducted heretofore with respect to a Competing Transaction.

6.5 Notification. From the date hereof until the Closing, Sellers and the Companies shall promptly disclose to Buyer in writing (in the form of updated Disclosure Schedules) in the event that the Sellers or the Companies become aware of (i) any material variances from the representations and warranties contained in Article III or Article IV, as applicable, and (ii) of any other fact or event that would constitute a breach of the covenants or agreements in this Agreement made by Sellers or the Companies, in each case, (X) is first known after the date hereof and does not constitute a breach of any representation and warranty made on the date hereof, (Y) would, in the absence of such updated Disclosure Schedule, cause a failure of the condition to Closing set forth in Section 2.3(a), and (Z) did not arise as a result of any breach by the Companies or the Sellers of any of the covenants or agreements set forth in this Agreement. Prior to the Closing, upon notification of any updated Disclosure Schedule, Buyer shall have the right in its sole discretion to terminate this Agreement as set forth in Section 9.1; provided, however, that if Buyer elects not to exercise such termination right, if applicable, and consents to the inclusion of any such updated Disclosure Schedule, and the Closing occurs, then Buyer shall be deemed to have irrevocably waived any indemnification rights under this Agreement that are directly related to the subject matter of such updated Disclosure Schedule.

6.6 WARN Act and Mass Layoffs. Buyer will not, at any time within ninety (90) days after the Closing Date, cause (a) a "plant closing" (as defined in the WARN Act) or (b) a "mass layoff" (as defined in the WARN Act) or any similar event under any comparable Law that would obligate (or have obligated) any Company to provide notice to any employees or cause any Company to incur liability under the WARN Act or any comparable Law.

6.7 Financing. Buyer affirms that it is not a condition to Closing or to any of Buyer's obligations under this Agreement that Buyer obtains financing for or related to any of the transactions contemplated by this Agreement. Buyer will use its reasonable best efforts to (i) take, or cause to be

taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to obtain and consummate the Financing (which, for the avoidance of doubt, may be in the form of Debt Financing and/or Equity Financing) as promptly as practicable at or prior to the Closing Date, and (ii) avoid any actions that would be reasonably likely to adversely affect the ability of Buyer to satisfy the conditions precedent to the funding of the Financing at the Closing or the consummation of the acquisition of the Acquired Stock.

6.8 Financing Assistance.

(a) Each Company shall provide, and will use its reasonable best efforts to cause its representatives, officers, directors, managers and employees to provide, such reasonable cooperation in connection with the Financing as may be reasonably requested by Buyer, including, in each case at Buyer's sole expense (i) using reasonable best efforts to furnish Buyer and the Debt Financing Sources with financial and other pertinent information regarding the Companies as may be reasonably requested by Buyer to consummate the Financing, including to satisfy the conditions described on Schedule 5.6, (ii) reasonably facilitating the granting of security interests (and perfection thereof) and pledging of collateral (including delivery of stock certificates), (iii) assisting Buyer in the preparation, and execution and delivery on the Closing Date, of any closing documents and deliverables required pursuant to the Debt Financing Agreement (including furnishing all information to be included in any schedules thereto or in any perfection certificates) as may be reasonably requested by Buyer, provided, that no such definitive financing agreements or closing documents and deliverables referred to in this clause (iii) shall be effective until the Closing Date; and (iv) furnish all documentation and other information to the Debt Financing Sources reasonably requested or required by governmental authorities under applicable "know your customer", anti-money laundering, anti-terrorism, foreign corrupt practices and similar Laws of all applicable jurisdictions related to the Financing. Notwithstanding the foregoing (W) such requested cooperation will not (I) unreasonably interfere with the ongoing operations of any of the Sellers, the Companies or their respective Affiliates or representatives or (II) cause significant competitive harm to any Company if the transactions contemplated by this Agreement are not consummated, (X) nothing in this Section 6.8 will require cooperation to the extent that it would (I) cause any condition to the Closing set forth in Sections 2.1, 2.2 or 2.3 to not be satisfied or (II) cause any breach of or default under this Agreement, (Y) none of the Sellers, the Companies or their respective Affiliates or representatives will be required to (I) pay any commitment or other similar fee prior to the Closing, (II) incur or assume any liability in connection with the Debt Financing Agreement or the Financing, (III) deliver or obtain opinions of internal or external counsel, (IV) provide access to or disclose information where Sellers or the Companies determine in their reasonable judgment that such access or disclosure would jeopardize the attorney-client privilege or contravene any Law to which they are subject or any material contract or agreement to which they are a party, (V) deliver any audited financial statements, to the extent not already available to the Companies or (VI) waive or amend any terms of this Agreement or any other contract or agreement to which any of the Sellers, the Companies or their respective Affiliates or representatives is party and (Z) the Companies and their respective directors, managers, officers or employees will not be required to execute, deliver or enter into, or perform any contract, agreement, document or instrument with respect to the Financing that is not contingent upon the Closing or that would be effective prior to the Closing Date and the directors of the Companies will not be required to adopt resolutions approving the agreements, documents and instruments pursuant to which the Financing is obtained, in each case, which are effective prior to the Closing.

(b) None of Sellers, the Companies or their respective Affiliates or representatives will be required to (i) take any action that would subject any such Person to actual or potential

liability, (ii) bear any cost or expense or pay any commitment or other similar fee or make any other payment or (iii) incur any other liability or provide or agree to provide any indemnity, in each case, in connection with the Financing or their performance of their respective obligations under this Section 6.8 and any information utilized in connection therewith. Sellers and the Companies will have no liability whatsoever to Buyer or any other Person in respect of any financial information or data or other information or documents provided pursuant to this Section 6.8. [redacted] Buyer will indemnify, defend and hold harmless the Companies and their directors, employees or other representatives from and against any and all liabilities, losses, damages, claims, costs, expenses, interest, awards, judgments and penalties suffered or incurred by them in connection with the Financing and the performance of their respective obligations under this Section 6.8 and any information utilized in connection therewith. Buyer will, promptly upon request of Sellers, reimburse Sellers and the Companies for all reasonable and documented out-of-pocket fees (including reasonable and documented attorneys' fees), costs and expenses incurred by such Persons in connection with the performance of their respective obligations under this Section 6.8.

6.9 Cash. Prior to the Closing, Sellers shall cause each of the Companies to distribute to their respective equity holders any Cash on their respective balance sheets.

6.10 [redacted]

6.11 [redacted]

ARTICLE VII

COVENANTS OF BUYER

7.1 Access to Books and Records. Without limitation to Section 10.1(c), from and after the Closing until the second (2nd) anniversary of the Closing, Buyer will cause each Company to provide Sellers and their authorized representatives with reasonable access (for the purpose of examining and copying), during normal business hours upon reasonable advance notice, to the personnel, books and

records (including Tax records) of each Company, in each case solely to the extent necessary for the preparation of insurance claims, financial statements, regulatory filings or Tax Returns of the Companies in respect of periods ending on or prior to the Closing, or in connection with any legal or regulatory proceedings, audits and investigations (other than any such matters involving a dispute between the parties hereto).

7.2 Notification. From the date hereof until the Closing, Buyer may disclose to Sellers and the Companies in writing (in the form of updated Disclosure Schedules) any material variance from the representations and warranties contained in Article V and of any other fact or event that constitutes a breach of the covenants or agreements in this Agreement made by Buyer. From and after the Closing, the delivery of any such updated Disclosure Schedules will be deemed to have cured any applicable misrepresentation, omission or breach of representation, warranty, covenant or agreement that otherwise might have existed hereunder by reason of such inaccuracy or breach, and Sellers and the Companies will not have any claim against Buyer for any such breach or inaccuracy.

7.3 Director and Officer Liability and Indemnification.

(a) For a period of at least six years after the Closing Date, Buyer will not, and will not permit any Company to, amend, repeal or modify any provision in such Company's certificate of incorporation, bylaws or other equivalent governing documents, or in any agreement between any Company and any D&O Indemnified Person (as defined below), in each case at the Closing, relating to the exculpation, indemnification or advancement of expenses of any Person who at any time prior to or on the Closing is or was an officer, director and/or direct or indirect equityholder of such Company (each, an "D&O Indemnified Person") (unless expressly required by applicable Law), it being the intent of the parties that the D&O Indemnified Persons will continue to be entitled to all rights to exculpation, indemnification and advancement of expenses to the full extent of the law.

(b) In addition to the other rights provided for in this Section7.3 and not in limitation thereof, from and after the Closing, Buyer will, and will cause each Company to, to the fullest extent permitted by applicable Law, indemnify and hold harmless and exculpate (and release from any liability to Buyer or the Companies), the D&O Indemnified Persons with respect to Buyer's or the Companies' obligations pursuant to Section 7.3(a). The rights of any D&O Indemnified Person with respect to any D&O Indemnifiable Claim will continue until such D&O Indemnifiable Claim is finally disposed of or all judgments, orders, decrees or other rulings in connection with such D&O Indemnifiable Claim are fully satisfied, in each case in accordance with the terms hereof.

(c) At the Closing, Buyer will, or will cause each Company to, at Sellers' expense, obtain, maintain and fully pay for irrevocable "tail" insurance policies for the benefit of the D&O Indemnified Persons (with respect to acts or omissions existing or occurring at or prior to the Closing Date) with a coverage period of at least six years from the Closing Date from an insurance carrier or carriers with the same or better credit rating as such Company's current insurance carrier or carriers with respect to directors' and officers' liability insurance, as applicable, and employment practices liability insurance, in each case in an amount and scope of coverage at least as favorable as such Company's existing policies, as applicable. Buyer will not, and will cause each Company to not, cancel or change such insurance policies in any respect that is reasonably expected to prejudice any D&O Indemnified Person without the prior written consent of each such D&O Indemnified Person (such consent not to be unreasonably withheld, conditioned or delayed). Buyer will make available to Sellers and any D&O Indemnified Person, upon request, proof of compliance with this Section 7.3(c).

(d) Buyer and each Company (from and after the Closing) hereby acknowledge that the D&O Indemnified Persons may have certain rights to indemnification, advancement of expenses and/or insurance provided by current direct or indirect equityholders, members, or other Affiliates of Sellers or their respective direct or indirect equityholders ("Indemnitee Affiliates") separate from the obligations of the Companies hereunder. The parties hereby agree that, from and after the Closing (i) each Company, as applicable, is and will be the indemnitors of first resort (i.e., their obligations to the D&O Indemnified Persons are and will be primary and any obligation of any Indemnitee Affiliate to advance expenses or to provide indemnification or insurance for the same D&O Costs or D&O Expenses of any D&O Indemnified Persons are and will be secondary), (ii) each Company, as applicable, will be required to advance such D&O Expenses as incurred and will be liable for all D&O Costs to the extent legally permitted, without regard to any rights the D&O Indemnified Persons may have against any Indemnitee Affiliate, and (iii) the parties (on behalf of themselves and their respective Affiliates) irrevocably waive, relinquish and release the Indemnitee Affiliates from ny and all claims against or liability of the Indemnitee Affiliates for contribution, subrogation or any other recovery of any kind in respect thereof.

(e) In the event that all or substantially all of the equity or assets of a Company are directly or indirectly sold or otherwise conveyed, whether in one transaction or a series of transactions, including by merger or consolidation of such Company with or into any other Person, or by any other manner, then Buyer and such Company will, in each such case, to ensure that the acquirors, successors and permitted assigns of such Company assume the obligations set forth in this Section7.3(e). The provisions of this Section 7.3(e) will apply to all of the successors and permitted assigns of such Company.

7.4 Regulatory Filings.

(a) Buyer will, as promptly as practicable, and within the time periods listed in respect of the filings set forth on Schedule 7.4(a), make or cause to be made all filings and submissions under any laws or regulations applicable to Buyer and its Affiliates for the consummation of the transactions contemplated herein, which, for the avoidance of doubt, includes the transfer of the outstanding shares of CPPC; provided, that Sellers, in accordance with its obligations under Section 6.2, provide all information reasonably necessary for Buyer to make or cause to be made all such filings and submissions within the time periods listed in respect of the filings and submissions set forth on Schedule 7.4(a). Subject to applicable Law relating to the exchange of information, the Companies will have the right to review in advance, and to the extent practicable will consult with Buyer on, all the information that appears in any such filings. In exercising the foregoing right, the Companies will act reasonably and as promptly as practicable. Buyer will pay all fees associated with all filings and submissions referred to in this Section 7.4(a).

(b) Buyer will comply with any additional requests for information, including requests for production of documents and production of witnesses for interviews or depositions by any Governmental Body in connection with the transactions contemplated hereby, and the Companies shall promptly provide any documentation, information, witness testimony, or other items requested by Buyer that are in Companies' or in Sellers' possession as may be necessary for Buyer to carry out its obligations pursuant to this paragraph. Buyer and Companies agree to use reasonable best efforts to avoid material impediments so as to enable the parties to expeditiously consummate the Closing and the transactions contemplated hereby.

(c) Except as specifically required by this Agreement, Buyer and Companies will not take any action, or refrain from taking any action, the effect of which would be to delay or impede the ability of the parties hereto to consummate the Closing and the transactions contemplated hereby. Without limiting the generality of the foregoing sentence, Buyer will not, and will not permit any of its Affiliates to, acquire or agree to acquire (by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner), any Person or portion thereof, or otherwise acquire or agree to acquire any assets, if the entering into a definitive agreement relating to, or the consummation of, such acquisition, merger or consolidation or other transaction (or series of transactions) would reasonably be expected to (i) impose any delay in the obtaining of any Permits, orders or other approvals of any Governmental Body necessary to consummate the Closing and the transactions contemplated hereby or the expiration or termination of any applicable waiting period, (ii) cause any Governmental Body to enter an order or judgment prohibiting the consummation of the transactions contemplated hereby, (iii) prevent the removal of any such order or judgment on appeal or otherwise, or (iv) delay or prevent the consummation of the Closing and the transactions contemplated hereby.

(d) Buyer will keep the Companies apprised of the status of all filings and submissions referred to in Section 7.4(a) above, including promptly furnishing the Companies with copies of notices or other communications sent or received by Buyer or its Affiliates (or their respective representatives) in connection therewith. Buyer will not permit its Affiliates or any of its or their officers, employees or other representatives or agents to participate in any meeting with any Governmental Body in respect of such filings and submissions unless Buyer consults with the Companies in advance and, to the extent permitted by such Governmental Body, gives the Companies the opportunity to attend and participate thereat.

7.5 Conditions. The Sellers and Buyer will use commercially reasonable efforts to cause the conditions set forth in Sections 2.2 and 2.3, respectively, to be satisfied and to consummate the transactions contemplated herein as soon as reasonably possible after the satisfaction of the conditions set forth in Article II (other than those to be satisfied at the Closing).

[redacted]

any other [redacted]

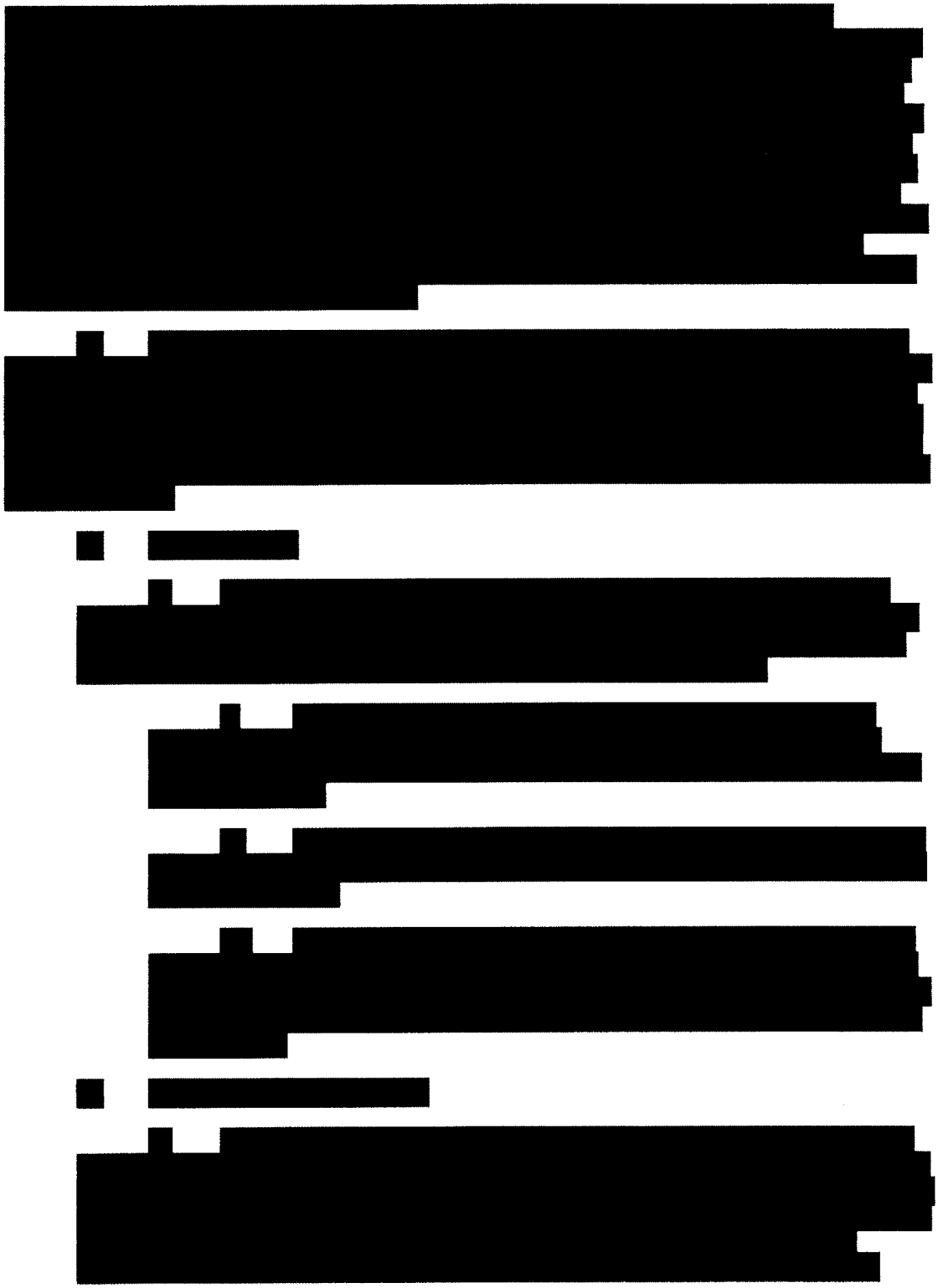
[redacted]

7.7 Communication and Business Relations Matters. Prior to the Closing, Buyer and Buyer's Representatives will contact and communicate with the employees, customers, suppliers and other business relations of the Companies in connection with this Agreement and the transactions contemplated hereby only after prior consultation with and written approval of Sellers (which approval may be granted or withheld in Sellers' sole discretion).

7.8 Release. Effective as of the Closing, the Sellers and each of their respective successors and assigns (such persons, the "Seller Releasors"), severally and not jointly, hereby releases, acquits and forever discharges, to the fullest extent permitted by law, Buyer and its Affiliates, the Companies, each of its respective former, current or future officers, managers, directors, employees, counsel and agents, and all equityholders of the Companies as of the date hereof (each, an "Equityholder Releasee"), from and against any and all actions, causes of action, claims, demands, damages, judgments, debts, dues and suits of every kind, nature and description whatsoever, which such Seller or such Seller's Releasors ever had, now has or may have on or by reason of any matter, cause or thing whatsoever that arose on or before the Closing Date (each, a "Released Claim"). Such Seller, and such Seller's Releasors, agrees not to assert any Released Claim against the Equityholder Releasees. Notwithstanding the foregoing, each Seller, and such Seller's Releasors, retains, and does not release, (a) its rights and interests under the terms and conditions of this Agreement, (b) any indemnification or advancement of expenses obligations owed to any Seller that served as an officer or director of any of the Companies under any contract with or organizational document of any of the Companies, or (c) claims recoverable under any insurance policy maintained by the Companies.

ARTICLE VIII

[redacted]



ARTICLE IX

TERMINATION

9.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Buyer and Sellers;

(b) by Buyer, if there has been a material breach by the Companies or Sellers of any covenant, agreement, representation or warranty contained in this Agreement which has prevented the satisfaction of any condition to the obligations of Buyer at the Closing and such breach has not been waived by Buyer cured by the Companies or Sellers within ten (10) days after written notice thereof from Buyer; provided that Buyer will not have the right to terminate

this Agreement pursuant to this Section 9.1(b) if Buyer is then in material violation or breach of any of its covenants, obligations, representations or warranties set forth in this Agreement;

(c) by Sellers, if there has been a material breach by Buyer of any covenant, agreement, representation or warranty contained in this Agreement which has prevented the satisfaction of any condition to the obligations of the Companies and Sellers at the Closing and such breach has not been waived by Sellers cured by Buyer within ten (10) days after written notice thereof by Sellers; provided that Sellers will not have the right to terminate this Agreement pursuant to this Section 9.1(c) if Sellers or the Companies are then in material violation or breach of any of their covenants, obligations, representations or warranties set forth in this Agreement;

(d) by either Buyer or Sellers if the Closing has not been consummated by 5:00 p.m. (New York time) on the date that is one-hundred eighty (180) days after the date hereof (the "Outside Date"); provided that neither Buyer nor Sellers will be entitled to terminate this Agreement pursuant to this Section 9.1(d) if such Person's knowing or willful breach of this Agreement has prevented the consummation of the Closing; provided, further, that if before the Outside Date Sellers have commenced a Proceeding pursuant to Section 12.18, then the Outside Date will be extended, and this Agreement will not terminate, until the date that is five (5) Business Days after (x) the final resolution of such Proceeding by written agreement of the parties thereto or a final and non-appealable judgment or order resolving such Proceeding and (y) the satisfaction of all obligations arising out of resolution pursuant to clause (x); or

(e) by Sellers, if (i) all of the conditions set forth in Section 2.1 and Section 2.2 (other than any conditions that by their terms are to be satisfied at the Closing; subject to such conditions being satisfied if the Closing would have occurred on such date) have been satisfied or validly waived by Buyer; (ii) Sellers have provided notice to Buyer in writing that they are prepared to consummate the Closing, and (iii) subject to Section 1.2(i), Buyer fails to consummate the Closing within two (2) Business Days after the delivery of such notice.

9.2 Effect of Termination. In the event of the termination of this Agreement by either Buyer or Sellers pursuant to Section 9.1, this Agreement will immediately become void and of no further force or effect and neither Buyer, on the one hand, or Sellers or the Companies, on the other hand, will have any liability or obligation to one another, except that the provisions contained in this Section 9.2, Article XII, Article XI, as applicable, and the Confidentiality Agreement, dated March 8, 2017, between HCR and Webster Capital, LLC (the "Confidentiality Agreement"), shall survive the termination of this Agreement. Nothing in this Article IX will be deemed to impair the right of any party to compel specific performance by another party of its obligations under this Agreement. Any right or remedy which the Companies or Sellers may have in connection with a termination of this Agreement by Buyer will be enforceable by either Sellers or the Companies for the benefit of all such Persons.

ARTICLE X

ADDITIONAL COVENANTS AND AGREEMENTS

10.1 Tax Matters

(a) Responsibility for Filing Tax Returns.

(i) Sellers shall prepare or cause to be prepared all Tax Returns for each Company with respect to a Pre-Closing Tax Period (other than Straddle Periods) that are due after the Closing Date (taking into consideration applicable extensions). Sellers shall

provide such Tax Returns to Buyer at least thirty (30) days prior to the date such Tax Returns are required to be filed (taking into consideration applicable extensions) for Buyer's reasonable review and approval. Any dispute that cannot be resolved between the Parties shall be resolved by the Accounting Firm, whose determination shall be final and binding. The costs of the Accounting Firm shall be borne in accordance with the principles described in Section 1.2. Buyer shall cause such Tax Returns (as finally determined in accordance with the provisions hereof) to be promptly filed. Sellers and Buyer agree that neither Sellers, Buyer nor their respective Affiliates shall take a position treating the Companies as other than S corporations within the meaning of Section 1361 of the Code on any Tax Return or otherwise for any Pre-Closing Tax Period (or portion thereof) except as a result of an audit initiated by a taxing authority; provided, however that the parties agree that CHC shall become a C corporation as on the Closing Date.

(ii) Buyer shall prepare or cause to be prepared all Tax Returns for each Company with respect to a Straddle Period. Other than income Tax Returns for the Straddle Period of CHC that begins on the Closing Date ("CHC Income Straddle Return"), which such Tax Returns shall be filed by Buyer, Buyer shall provide any other such Straddle Period Tax Returns to Sellers at least thirty (30) days prior to the date such Tax Returns are required to be filed (taking into consideration applicable extensions) for Sellers' reasonable review and approval. With respect to the CHC Income Straddle Return, Buyer shall provide Sellers the opportunity to review the Transaction Tax Deductions taken on such Tax Returns. Any dispute that cannot be resolved between the Parties shall be resolved by the Accounting Firm, whose determination shall be final and binding. The costs of the Accounting Firm shall be borne in accordance with the principles described in Section 1.2. Buyer shall cause such Tax Returns (as finally determined in accordance with the provisions hereof) to be promptly filed.

(iii) With respect to the preparation of Tax Returns, Buyer and Sellers agree that all Transaction Tax Deductions will be treated as properly allocable to the Pre-Closing Tax Period to the maximum extent permitted by applicable Law. Sellers will include all such Transaction Tax Deductions in the Tax Returns of each Company for the Pre-Closing Tax Period that ends on, or prior to, the Closing Date and will request a refund (rather than a credit against future Taxes) with respect to any overpayment for any Pre-Closing Tax Period. To the extent certain Transaction Tax Deductions cannot be properly allocable to the Pre-Closing Tax Period Tax Returns referred to in the previous sentence in accordance with applicable Law as provided above, Buyer shall promptly pay each Seller, as applicable, any Tax benefit actually realized (including through a receipt of a Tax refund, credit (if and when actually used against a Tax liability) or reduction of any payment with respect to Taxes) by Buyer, the Company or their respective Affiliates, including the designated physician as provided in the Share Transfer Agreement, to the extent applicable, in a Post-Closing Tax Period ending on or before December 31, 2020 (or, to the extent of any Transaction Tax Deductions accruing in a tax period of a Company that does not include the Closing Date, during the taxable year such Transaction Tax Deduction accrues and the immediately succeeding three taxable years), minus any reasonable out of pocket third party expenses incurred by such parties in calculating such Tax benefits, and such Tax benefit shall be calculated on a "with and without" basis. To the extent such Tax benefit is subsequently disallowed or required to be returned to the applicable taxing authority, Sellers agree promptly to repay such amount, together with any interest, penalties or other additional amounts imposed by such taxing authority, to Buyer. For the portion of the day of the Closing after the time of Closing, other than the transactions expressly contemplated hereby, Buyer will cause the

Companies to carry on their business only in the ordinary course in the same manner as heretofore conducted. The Companies will elect with the relevant taxing authority to treat for all purposes the Closing Date as the last day of a taxable period of the Companies to the extent permitted under applicable Law.

(b) Refunds. Sellers shall be entitled to the amount of any refund or credits received in lieu thereof (and any interest paid by a taxing authority thereon) of any Taxes of the Companies paid with respect to a Pre-Closing Tax Period (to the extent such Taxes were paid by any Company prior to the Closing or by a Seller after the Closing or otherwise taken into account in the final calculation of Net Working Capital, Transaction Expenses or Indebtedness) which refund or credit is actually received by Buyer or any of its Affiliates, including Subsidiaries (including the Companies) after the Closing, net of any attributable Taxes or reasonable third-party cost incurred by Buyer and its Affiliates attributable to the obtaining and receipt of such refund or credit, except to the extent such refund arises as a result of a carryback of a loss or other tax benefit from a Post-Closing Tax Period. Buyer shall as soon as reasonably practicable after receipt of such refund or credit, pay to Sellers (by wire transfer of immediately available funds to the account or accounts and in the amounts designated by Sellers in writing) any such refund or credit. To the extent permitted by law, Buyer shall elect to receive any overpayment of Taxes that Sellers are entitled to hereunder in the form of a cash refund rather than a credit. A credit of overpayment of Tax shall be received only when such credit is applied to reduce a Tax liability. To the extent such refund is subsequently disallowed or required to be returned to the applicable taxing authority, Sellers agree promptly to repay the amount of such refund or credit, together with any interest, penalties or other additional amounts imposed by such taxing authority, to Buyer.

(c) Books and Records; Cooperation. Sellers, the Companies and Buyer shall reasonably cooperate, and shall cause their respective Affiliates, officers, employees, agents, auditors and representatives to reasonably cooperate, in preparing and filing all Tax Returns relating to the Companies, including maintaining and making available to each other all records necessary in connection with Tax matters arising under this Agreement and in resolving all disputes and audits related to Taxes imposed on or payable by or in respect of the Companies (including Taxes payable by Sellers by reason of their ownership or sale of the Companies) or in connection with any Section 338(h)(10) Election or refunds and credits payable to the Sellers pursuant to Section 10.1(a)(iii) and Section 10.1(b). Such cooperation will include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings or other determinations by taxing authorities. Buyer and Sellers recognize that Sellers may need access, from time to time, after the Closing Date, to certain accounting and Tax records and information held by the Companies to the extent such records and information pertain to events occurring prior to the Closing Date or with respect to a Straddle Period; therefore, Buyer agrees that from and after the Closing Date, Buyer shall, and shall cause the Companies, and its Affiliates and successors to (i) retain and maintain such records and information for seven years and (ii) allow Sellers, at Sellers' expense, upon reasonable notice to Buyer and during regular business hours, to inspect, review and make copies of such pre-Closing or Straddle Period records and information as Sellers or an agent or representative of the Sellers reasonably determine are necessary or appropriate from time to time. Any information obtained under this Section 10.1(c) will be kept confidential except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refund or in conducting a Tax Proceeding.

(d) Transfer Taxes. Any real property transfer tax, stamp tax, stock transfer tax, sales, use, registration, documentary, recording or other similar Tax imposed on the Companies

or Sellers as a result of the transactions contemplated by this Agreement (collectively, "Transfer Taxes"), and any penalties, fines, interest, costs, fees, or additions to Tax with respect to the Transfer Taxes shall be borne fifty percent (50%) by Sellers and fifty percent (50%) by Buyer. Sellers and Buyer will cooperate in the filing of any Tax Returns with respect to Transfer Taxes, including promptly supplying any information in its possession that is reasonably necessary to complete such returns. Unless otherwise required by applicable law, Buyer shall be responsible for preparing and timely filing any Tax Return related to Transfer Taxes.

(e) Section 338 Election.

(i) Buyer and Sellers shall jointly make an election under Section 338(h)(10) of the Code (and any corresponding election under state, local and foreign Tax law requested in writing by Buyer) with respect to the purchase and sale of the Acquired Stock, other than the CHC and CPPC stock (such elections collectively, the "Section 338(h)(10) Election"). Buyer and Sellers shall not make a Section 338(h)(10) election with respect to the CHC and CPPC stock. Sellers, the Companies and Buyer shall join in the Section 338(h)(10) Election and shall execute and deliver to the other party IRS Forms 8023 and such other forms, including IRS Form 8883 (collectively, the "Forms") as Buyer shall reasonably request in writing to be filed by Buyer (or, at Buyer's written direction, to be filed by Sellers to the extent required under applicable Law to effect the Section 338(h)(10) Election), in each case prior to or on the Closing Date.

(ii) At least twenty (20) days prior to the Closing Date, Sellers will deliver to Buyer their good faith estimate of the Section 338(h)(10) Election Tax Costs, as provided below for the Buyer's review and approval, which shall be consistent with the allocation principles set forth in Section 10.1(e)(iv) below. In addition, no later than twenty (20) days prior to the Closing Date, the Sellers will deliver to Buyer their allocation of the purchase price among the Companies. The parties shall negotiate in good faith any disputes over the amount of the estimated Section 338(h)(10) Election Tax Costs for ten (10) days and the allocation of the purchase price among the Companies. If the Parties are unable to agree on the calculation of the estimated Section 338(h)(10) Election Tax Costs, the dispute with respect to such estimated Section 338(h)(10) Election Tax Costs shall be settled by the Accounting Firm whose determination shall be made no later than five (5) days before the Closing Date. Buyer shall pay Sellers the estimated Section 338(h)(10) Election Tax Costs, as determined either mutually by the Parties or by the Accounting Firm, at the Closing. The parties shall agree on the allocation of the purchase price among the Companies prior to the Closing Date.

(iii) The term "Section 338(h)(10) Election Tax Costs" shall equal the sum, for each Seller, of (i) the excess of (x) the amount of shareholder Tax that such Seller will actually pay with the Section 338(h)(10) Election in effect, assuming for this purpose that any income or gain resulting from the cash method receivables was taxed at long term capital gain rates, and (y) the amount of shareholder Tax that such Seller would have paid if the Section 338(h)(10) Election had not been made (assuming the taxable year of the Companies with respect to which Section 338(h)(10) Election is made would have ended at the end of the Closing Date), plus (ii) an amount equal to the additional shareholder Tax such Seller will bear attributable to receipt of payments equal to the excess computed in clause (i) and amounts due under this clause (ii) and the sentence below (i.e., on a grossed-up basis taking into account all payments due under Section 10.1(e)). In addition, the definition of Section 338(h)(10) Election Tax Costs shall include an amount equal to all reasonable out of pocket costs and fees incurred by the Sellers associated with the

calculation of the Section 338(h)(10) Election Tax Costs and filing applicable Forms in an amount up to (but not exceeding) $[redacted] in the aggregate.

(iv) Purchase Price Allocation. The purchase price (as determined for Tax purposes and including any adjustment thereto), shall be allocated among the Companies pursuant to Section 10.1(e)(ii) and among the assets of each Company (other than CHC and CPPC) in accordance with Treasury Regulations Sections 1.338-6 and 1.338-7; provided, however, the Parties agree that no portion of the purchase price shall be allocated to any of the Consulting Agreement, Restrictive Covenant Agreement, or any of the covenants in this Agreement, and an amount of purchase price shall be allocated to the receivables of each Company equal to their face amount. Within thirty (30) days following the final determination of the Net Working Capital as determined pursuant to Section 1.2 hereof, Sellers shall deliver to Buyer a proposed allocation. To the extent the Parties cannot agree with respect to such allocation, any such dispute will be submitted to the Accounting Firm which shall, within twenty (20) days after the date the Parties submit their respective determinations of the allocation of the purchase price among the assets of the Companies with respect to which a Section 338(h)(10) Election is made, make a determination only as to those matters in dispute (such allocation as finally determined, the "Allocation"). The Accounting Firm's determinations shall be set forth in writing and shall be final and binding on the Parties. The cost of the Accounting Firm shall be split equally between Buyer on one side and Sellers on the other side. All Tax Returns shall be prepared and filed consistently with such Allocation, and the Sellers, the Companies, Buyer and their respective Affiliates shall report the acquisition by Buyer of the Acquired Stock (other than the stock of CHC and CPPC, which no Section 338(h)(10) election shall be made in respect of) pursuant to this Agreement consistent with the Allocation and shall not take a position contrary thereto or inconsistent therewith in any Tax Return, any discussion with or proceeding before any taxing authority, for accounting purposes or otherwise. Buyer, the Companies or any of their respective Affiliates shall not (or shall not cause or permit the Companies to) (i) after its initial filing, amend, re-file or otherwise modify any Tax Return relating in whole or in part to the Companies with respect to any Pre-Closing Tax Period, (ii) file any ruling or request with any taxing authority that relates to Taxes or Tax Returns of the Companies for a Pre-Closing Tax Period, or (iii) enter into any voluntary disclosure with any taxing authority regarding any Tax or Tax Returns of the Companies for a Pre-Closing Tax Period (including any voluntary disclosure with a taxing authority with respect to filing Tax Returns or paying Taxes for any Pre-Closing Tax Period in a jurisdiction that the Companies did not previously file a Tax Return or pay Taxes), in each case, without the prior written consent of each of the Sellers if the Sellers would be materially adversely affected by such action, as reasonably determined by the applicable Seller. If the purchase price is adjusted pursuant to this Agreement, such Allocation shall be adjusted in accordance with the principles hereof. Other than with respect to IRS Form 8023, not later than thirty (30) days prior to the filing of their respective Forms relating to this transaction, the Buyer and each of the Sellers shall deliver to the other party a copy of its Forms. For the avoidance of doubt, Section 338(h)(10) Election Tax Costs shall be recalculated in accordance with Section 10.1(e)(iii) and the applicable party shall make a payment to the other party to the extent of any difference between the estimated Section 338(h)(10) Election Tax Costs calculated prior to the Closing Date pursuant to Sections 10.1(e)(ii) and (iii) and Section 338(h)(10) Election Tax Costs as determined pursuant to this Section 10.1(e)(iv). To the extent Section 338(h)(10) Election Tax Costs as computed pursuant to Sections 10.1(e)(ii), (iii) and this Section 10.1(e)(iv) differ from such Section 338(h)(10) Election Tax Costs as computed when the applicable Tax Return is filed, the

applicable party shall make a payment to the other party to the extent of any difference. For the avoidance of doubt, the preceding sentence shall be interpreted as to avoid duplication.

(v) Prior to the Closing Date, the Sellers and each Company shall not revoke such Company's election to be taxed as an S corporation within the meaning of Sections 1361 and 1362 of the Code. Neither the Sellers nor any of the Companies shall take or allow any action (other than pursuant to this Agreement) that would result in the termination of any Company's status as a validly electing S corporation within the meaning of Sections 1361 and 1362 of the Code.

(vi) If the IRS initiates a Proceeding that is reasonably likely to affect Section 338(h)(10) Election Tax Costs (a "338(h)(10) Contest"), the Party that first became aware of such 338(h)(10) Contest shall notify the other Party thereof and the Sellers shall assume the control of such 338(h)(10) Contest. The Sellers shall keep Buyer reasonably informed of such contest, and shall not settle any such contest without Buyer's prior written consent (not to be unreasonably withheld, conditioned or delayed). Buyer shall be responsible for any costs relating to the defense of the 338(h)(10) Contest, provided that, without prejudice to other applicable rights of the Sellers with respect to Buyer as provided in this Agreement, if Buyer elects not to pay any such costs, Seller may settle the 338(h)(10) Contest. In the event the Section 338(h)(10) Election Tax Costs are increased in a final determination after the conclusion of the 338(h)(10) Contest, Buyer shall pay Sellers such incremental Section 338(h)(10) Election Tax Costs attributable to such determination. The Parties agree that all payments hereunder shall be treated as an adjustment to purchase price for all Tax purposes.

(f) Straddle Period. The parties hereto shall cause, to the extent permitted under applicable law, any taxable period of the Companies that would otherwise be a Straddle Period, to end as of the end of the Closing Date. In any case where applicable Law does not permit the Companies to treat the Closing Date as the last day of the taxable year or period, for purposes of this Agreement, the portion of any Tax payable for a Straddle Period will be allocated between the period of the Straddle Period that ends on the Closing Date (the "Pre-Closing Straddle Period") and the period of the Straddle Period that begins on the day immediately after the Closing Date in accordance with this Section 10.1(f). The portion of such Tax for such Pre-Closing Straddle Period shall, (i) in the case of any Taxes other than sales or use taxes, value-added taxes, employment taxes, withholding taxes and any Tax based on or measured by income, receipts or profits earned during a Straddle Period, be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction, the numerator of which is the number of days in the Pre-Closing Straddle Period and the denominator of which is the number of days in the Straddle Period, and (ii) in the case of any sales or use taxes, value-added taxes, employment taxes, withholding taxes and any Tax based on or measured by income, receipts or profits earned during a Straddle Period, be determined on a "closing of the books basis" by assuming that the books of the Companies were closed at the end of the day on the Closing Date; provided, however, (A) that exemptions, allowances or deductions that are calculated on an annual basis, such as the deduction for depreciation, shall be apportioned between such two taxable years or periods on a daily basis and (B) any Taxes resulting from or arising in connection with any transactions (other than transactions contemplated by or under this Agreement) not in the ordinary course of business that occur on the Closing Date and after the occurrence of the Closing shall be treated as occurring on the day after the Closing Date.

(g) Tax Contests.

(i) Buyer and Sellers agree to cooperate, and to cause their Affiliates to cooperate, with each other to the extent reasonably required after the Closing Date in connection with any Proceedings conducted by a Tax authority relating to any Taxes with respect to or in relation to any Pre-Closing Taxes (each a "Tax Contest"). Promptly (but no more than twenty (20) days) after a receipt of notice of any Tax Contest, the Party receiving such notice shall notify the other party in writing (which notice shall include copies of any notices, correspondence and any other documents received by Buyer or its Affiliates with respect to such Tax Contest) of the Tax Contest; provided, however, that the failure of the notified party to give any other party notice as provided herein shall not relieve such other party of [redacted] except to the extent that such other party is actually and materially prejudiced thereby.

(ii) If the Tax Contest is related solely to pass-through items in any Pre-Closing Tax Period that would be reflected directly on the Sellers' Tax Returns, Taxes for which the Sellers are required to indemnify for under this Agreement, or refunds the Sellers are entitled to hereunder, Sellers shall have the sole right to elect to conduct, control, defend, settle or compromise the defense of the Tax Contest at their own expense. Sellers will permit Buyer to participate in the defense of all such Tax Contests at Buyer's own expense, and shall consider in good faith any comments provided by Buyer and shall not settle any such Tax Contest to the extent the settlement of such Tax Contest would materially adversely affect Buyer or any of the Companies.

(iii) Subject to Section 10.1(e)(vi), Buyer will have the right to contest and defend against all other Proceedings relating to Taxes at Buyer's cost and expense; provided, that: (A) to the extent such Tax Contests relates in part to pass-through items in any Pre-Closing Tax Period that would be reflected directly on the Sellers' Tax Returns, Taxes for which the Sellers are required to indemnify for, or rights to any refunds for which Sellers are hereunder entitled to could be affected by the Tax Contest, Buyer will permit Sellers to participate in the contest and defense of all such audits, litigation or other proceedings at such the Sellers' own expense, and (B) Buyer may not settle any such audit, litigation or other proceeding without Sellers' consent (not to be unreasonably withheld, conditioned or delayed) if such settlement would materially adversely affect the Sellers. Notwithstanding this Section 10.1(g)(iii), to the extent a Tax Contest relates to matters described in Section 10.1(g)(ii) but also relates to a Tax Contest described in Section 10.1(g)(iii), Sellers and Buyer shall use their reasonable best efforts, to the extent consistent with applicable Law, to bifurcate control of such Tax Contest. To the extent that notwithstanding such reasonable best efforts the parties were not able to bifurcate control as described above, then in the conduct of such Tax Contest in accordance with Section 10.1(g)(iii), Buyer and Seller among themselves will act as if the control of such Tax Contest was so bifurcated. The controlling party shall permit the non-controlling party to participate in the portion of any such contest, and shall not settle the portion of any such contest without the prior written consent of the non-controlling party (not to be unreasonably withheld, conditioned or delayed) if such settlement could materially adversely affect the non-controlling party.

(iv) This Section 10.1(f) shall govern the control of Tax Contests, rather than Section 8.3.

(h) Deemed Closing of Books. Steven J. Kassels and Buyer agree that Steven J. Kassels shall, and Buyer shall cause its designated physician pursuant to the Share Transfer Agreement to, make an election on their respective Tax Returns with respect to 2017 under

Section 1377(a)(2) of the Code to apply Section 1377(a)(1) of the Code as if it consisted of two separate taxable years, the first of which ends on the Closing Date.

10.2 Further Assurances. From time to time, as and when requested by any party hereto and at such requesting party's expense, any other party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as such requesting party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by this Agreement.

ARTICLE XI

DEFINITIONS

11.1 Definitions. For purposes hereof, the following terms, when used herein will have the respective meanings set forth below:

"Accounting Firm" has the meaning set forth in Section 1.2(e).

"Acquired Stock" has the meaning set forth in the preamble to this Agreement.

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.

"Agreed Accounting Principles" means GAAP, as modified by the matters set forth on Schedule 11.1(a), as were used in preparing the illustrative calculation of Net Working Capital as of July 7, 2017 set forth in Schedule 11.1(a).

"Agreement" has the meaning set forth in the preamble to this Agreement.

[redacted]

"Business Day" means any day other than a Saturday, a Sunday or other day on which banks are required or authorized by Law to close in New York, New York.

"Buyer" has the meaning set forth in the preamble to this Agreement.

"Buyer's Representatives" has the meaning set forth in Section 6.4.

"Buyer Taxes" means (i) any and all liability for Taxes of each Company (or its operations) for all Post-Closing Tax Periods, including, for this purpose, any entity level Taxes imposed on a Company as a result of the Section 338(h)(10) Election for any taxable period (determined on a "with or without" basis assuming, in each case and for this purpose, the Companies' taxable year would have ended at the end of the Closing Date), other than any Taxes attributable to income or gain on cash method receivables existing on or prior to the Closing and Taxes attributable to a breach of Section 4.8(f), (ii) any and all Taxes resulting from any breach of Buyer's covenants contained in Section 10.1, (iii) any

and all Taxes incurred as a result of any actions of, or at the direction of, Buyer or its Affiliates on the Closing Date following the Closing that are not in the ordinary course of business, unless contemplated by this Agreement and (iv) any and all Section 338(h)(10) Election Tax Costs.

"Cash" means, as of 11:59 p.m. on the day before the Closing Date (but before taking into account the consummation of the transactions contemplated hereby), all cash, cash equivalents, restricted cash (including all cash posted to support letters of credit, performance bonds or other similar obligations), marketable securities and deposits with third parties (including landlords) of the Companies, determined in accordance with the Agreed Accounting Principles. For the avoidance of doubt, Cash will be calculated net of issued but uncleared checks and drafts and will include checks, wire transfers and drafts deposited or available for deposit for the account of the Companies.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

"CHC" has the meaning set forth in the preamble to this Agreement.

"Closing" has the meaning set forth in Section 1.2(i).

"Closing Date" has the meaning set forth in Section 1.2(i).

"Closing Statement" has the meaning set forth in Section 1.2(c).

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in the preamble to this Agreement.

"Company Plans" has the meaning set forth in Section 4.12(a).

"Companies' knowledge" has the meaning set forth in Section 12.3.

"Competing Transaction" means any of the following involving any Company (other than the transactions contemplated by this Agreement): (i) a merger, amalgamation, arrangement, consolidation, share exchange, business combination, equity investment or other similar transaction; (ii) any issuance, sale, lease, exchange, transfer, financing, leveraged recapitalization or other disposition of a material portion of the assets or debt or the Acquired Stock; and (iii) a tender offer or exchange offer for, or other offer to purchase or redeem, any of the outstanding securities of any Company.

"Confidentiality Agreement" has the meaning set forth in Section 9.2.

"Consulting Agreements" means each Consulting Agreement, in the form of Exhibit B, to be entered into by Buyer and each Seller.

"Contingent Worker" has the meaning set forth in Section 4.18(a).

"CPPC" has the meaning set forth in the preamble to this Agreement.

"CSAC" has the meaning set forth in the preamble to this Agreement.

"Damages" means and includes any loss, damage, deficiency, claim, settlement, judgment, assessment, lien, demand, award, fine, penalty, Tax, fee, cost or expense (including reasonable attorneys' fees associated therewith) of any nature directly incurred or suffered.

[redacted]

"Debt Financing Agreement" has the meaning set forth in Section 6.7.

"Debt Financing Sources" has the meaning set forth in Section 6.7.

"D&O Costs" means all losses, liabilities, claims, damages, penalties, Taxes, interest, fines judgments or amounts paid in settlement.

"D&O Expenses" means reasonable attorneys' fees and all other costs, charges and expenses paid or incurred in connection with investigating, defending (including on appeal), being a witness in or otherwise participating in any way, or preparing to defend, be a witness in or otherwise participate in any way in, any D&O Indemnifiable Claim, but specifically excludes losses, liabilities claims, damages, judgments and amounts paid in settlement (solely because and to the extent any such items are included in the definition of D&O Costs).

"D&O Indemnifiable Claim" means any threatened, pending or completed Proceeding, whether criminal, civil, administrative, investigative or otherwise, arising out of or relating to acts or omissions occurring or existing on or prior to the Closing (including in respect of acts or omissions in connection with this Agreement and the transactions contemplated hereby).

"D&O Indemnified Person" has the meaning set forth in Section 7.3(a).

"Disclosure Schedules" means the disclosure schedules delivered by the parties on the date hereof, as amended, supplemented or restated in accordance with Section 6.5 or Section 7.2.

"Disputed Items" has the meaning set forth in Section 1.2(e).

"Employee Plans" has the meaning set forth in Section 4.12(a).

[redacted]

"Environmental Laws" means applicable Law of a Governmental Body concerning pollution or protection of the environment or human health and safety, including all those relating to the generation, handling, transportation, treatment, storage, disposal, distribution, labeling, discharge, release, threatened release, control or cleanup of any Hazardous Substances, as each of the foregoing are promulgated and in effect on or prior to the Closing Date.

"Equity Commitment Letter" means the equity commitment letter, dated as of the date hereof and attached hereto as Exhibit A, by and between Buyer and the Equity Financing Source.

"Equity Financing Source" has the meaning set forth in the preamble to this Agreement.

"Equityholder Releasee" has the meaning set forth in Section 7.8.

"ERISA" has the meaning set forth in Section 4.12(a).

"Escrow Agent" means SunTrust Bank.

"Escrow Agreement" means the Escrow Agreement, in the form of Exhibit C, to be entered into by Buyer, Sellers, and the Escrow Agent.

"Escrow Amount" means the [redacted] the Tax Escrow Amount and the Working Capital Escrow Amount.

[redacted]

"Estimated Purchase Price" has the meaning set forth in Section 1.2(a).

"Final Purchase Price" has the meaning set forth in Section 1.2(g).

"Financing" has the meaning set forth in Section 5.6.

"Financial Statements" has the meaning set forth in Section 4.5(a).

"Financing Breach" has the meaning set forth in Section 12.18(b).

"Forms" has the meaning set forth in Section 10.1(e)(i).

"Fraud" means any fraud committed with actual (and not constructive) knowledge or belief that the representation was false or was made with an intent to induce the other party to act or refrain from acting.

"Fundamental Representations" means the representations and warranties set forth in [redacted]

"GAAP" means United States generally accepted accounting principles as in effect on the date hereof, applied in a manner consistent with the Companies' past practice.

"Governmental Body" means any federal, state, local, municipal, non-U.S. or other government or quasi-governmental authority or any department, agency, commission, board, subdivision, bureau, agency, instrumentality, court or other tribunal of any of the foregoing.

"Hazardous Substance" means petroleum or any hazardous substance as defined in CERCLA, RCRA or any similar law.

"HCR" has the meaning set forth in the preamble to this Agreement.

"Healthcare Laws" means all Laws pertaining to healthcare regulatory matters applicable to the Companies, including, to the extent applicable, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh (the Medicare statute), including specifically, the Ethics in Patient Referrals Act, as amended, 42 U.S.C. § 1395nn; Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v (the Medicaid statute); the Federal Health Care Program Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); the False Claims Act, 31 U.S.C. §§ 3729-3733 (as amended); the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58; the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b; the Exclusion Laws, 42 U.S.C. § 1320a-7; HIPAA; the HITECH Act, all Laws relating to the provision of, or billing or payment for

health care items or services, or relating to health care information; all Laws relating to controlled substances; all Laws relating to the ordering and dispensing of prescription medications; any other applicable Laws governing arrangements among providers, patients, and health care professionals or standards of professional conduct, relating to the regulation of the Companies; and all applicable implementing regulations, rules, ordinances, judgments, and orders; and any similar state and local statutes, regulations, rules, ordinances, judgments, and orders; and all applicable federal, state, and local licensing, certificate of need, regulatory and reimbursement and corporate practice of medicine regulations, rules, ordinances, orders, and judgments applicable to the Companies.

"Healthcare Provider" means (a) a licensed health care professional such as a physician, or a surgeon or (b) any professional corporation, partnership, limited liability company, or any other entity owned in whole or in part by a physician, surgeon or other health care professional, or which employs or engages as an independent contractor such licensed health care professional.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d-1329d-8, as amended by the HITECH Act, and as otherwise may be amended, and any and all implementing regulations.

"HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, 42 §§ 3000 et seq. (Pub. Law 111-5, Division A Title XIII and Division B, Title IV), as amended, and any and all implementing regulations.

"Indebtedness" means (1) the principal amount, plus any related accrued and unpaid interest, fees, premiums, penalties and costs, and other amounts payable (including rental payments) and, by the Companies, with respect to: (a) all indebtedness for borrowed money (including all outstanding amounts under notes, bonds, debentures, mortgages and similar instruments), (b) owed under a credit facility, (c) evidenced by any note, debenture or other debt security, (d) obligations in respect of capitalized leases, (e) obligations to pay the deferred purchase or acquisition price of property or services, other than trade accounts payable arising, and accrued expenses incurred, in the ordinary course of business consistent with past practice and not more than 90 days overdue, including without limitation earn out or other contingent payment liabilities of any Company,(f) the face amount of all letters of credit issued for the account of any of the Companies and, without duplication, all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments for which any Company is liable, (g) amounts payable or otherwise due to any Affiliate of any Company to the extent not included in the definition of Transaction Expenses, in each case, as of such date, (h) obligations in respect of any accrued interest, prepayment penalties, interest rate swap breakage costs, make-whole premiums or penalties and all costs and expenses associated with the repayment of any of the foregoing, (i) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to property acquired by any Company (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (j) the principal balance outstanding under any synthetic lease, off-balance sheet loan or similar off balance sheet financing product or (k) all direct or indirect liability, contingent or otherwise, of any Company with respect to any other Indebtedness of another Person if the primary purpose or intent of incurring such Indebtedness, or the primary effect thereof, is to provide assurance to the oblige of such Indebtedness that such Indebtedness will be paid or discharged, and (2) the Pre-Closing Taxes (other than payroll Taxes and real and personal property Taxes, which shall be included in Net Working Capital) for purposes of Articles I and VIII. Notwithstanding the foregoing, Indebtedness does not include (A) any operating lease obligations and (B) any intercompany obligations between or among the Companies. Any calculations with respect to Taxes shall be made as of the end of the Closing Date and shall (w) take into account the consummation of the transactions contemplated hereby (x) exclude any Tax liability imposed on the Companies as a result of the Section 338(h)(10)

Election (determined on a "with-or-without" basis assuming, in each case and for this purpose, each Company's taxable year would have ended at the end of the Closing Date), (y) exclude any and all Taxes incurred as a result of any actions of Buyer or its Affiliates, that are not in the ordinary course of business, unless explicitly required by this Agreement, and (z) exclude fifty percent (50%) of Taxes pursuant to Section 10.1(d).

[redacted]

"Indemnitee Affiliate(s)" has the meaning set forth in Section 7.3(d).

[redacted]

"Intellectual Property" means patents, patent applications, patent rights, and inventions and discoveries and invention disclosures (whether or not patented); trade names, trade dress, logos, packaging design, slogans, Internet domain names, registered and unregistered trademarks and service marks and related registrations and applications for registration; copyrights in both published and unpublished works, including without limitation all compilations, databases and computer programs (other than commercially available software), manuals and other documentation and all copyright registrations and applications, and all derivatives, translations, adaptations and combinations of the above; know-how, trade secrets, confidential or proprietary information, research in progress, algorithms, data, designs, processes, formulae, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, Beta testing procedures and Beta testing results; and goodwill, franchises, licenses, permits, consents, approvals, and claims of infringement against third parties.

"Latest Balance Sheet" has the meaning set forth in Section 4.5(a).

"Laws" means any law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, permit, ruling, directive, pronouncement, requirement (licensing or otherwise), specification, determination, order, decision, opinion or interpretation that is, has been or may in the future be issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Body.

"Leased Real Property" has the meaning set forth in Section 4.7(b).

"Liens" means any lien, mortgage, security interest, pledge deposit, or other encumbrance.

"Lenders" has the meaning set forth in Section 6.7.

"Loan Parties" has the meaning set forth in Section 6.7.

"Lower End Net Working Capital Target" means $[redacted]

"Material Adverse Effect" means [redacted]

"Material Contract" or "Material Contracts" has the meaning set forth in Section 4.9(c).

"MRMS" has the meaning set forth in the preamble to this Agreement.

"Net Working Capital" means (i) all current assets (excluding Cash and Tax assets) of the Companies as of 11:59 p.m. on the day before the Closing Date (but before taking into account the consummation of the transactions contemplated hereby), minus (ii) all current liabilities (excluding any items constituting Indebtedness, including Taxes, other than payroll Taxes and real and personal property Taxes (which shall be included as liabilities in Net Working Capital), or otherwise included in the Purchase Price) of the Companies as of 11:59 p.m. on the day before the Closing Date (but before taking into account the consummation of the transactions contemplated hereby, in each case using the same line items set forth on Schedule 11.1(a) and calculated in accordance with the Agreed Accounting Principles; provided that any calculations with respect to Taxes shall be made as of the end of the Closing Date and shall (w) take into account the consummation of the transactions contemplated hereby. Notwithstanding any of the foregoing, $[redacted] shall be included as an additional liability in Net Working Capital. For the avoidance of doubt, the determination of Net Working Capital and the preparation of the Closing Statement will take into account only those components (*i.e.*, only those line items) and adjustments reflected on Schedule 11.1(a) and used in calculating the Upper End Net Working Capital Target and the Lower End Net Working Capital Target. Further to the preceding sentence, the determination of Estimated Purchase Price and Final Purchase Price will be in accordance with the Agreed Accounting Principles (and without any change in or introduction of any new reserves), and without duplication to any items counted in such determination.

"Objections Statement" has the meaning set forth in Section 1.2(e).

"Payoff Letters" means payoff letter(s), relating to Indebtedness of the Companies, identified on Schedule 2.2(e)(vi), delivered by the Companies to Buyer at least two (2) Business Days

prior to the Closing Date, in form and substance reasonably acceptable to Buyer, signed by the Persons to which such Indebtedness is payable, setting forth (i) the amount required to pay off in full at the Closing all amounts owing in connection with such Indebtedness (including, but not limited to, the outstanding principal, accrued and unpaid interest and prepayment and other penalties), (ii) wire transfer instructions for the payment of such amounts and (iii) the release all Liens, if any, which such Person may hold on any of the assets of the Company automatically and without further action by any Person upon receipt of the payoff amount set forth therein.

"Permits" means all permits, licenses, franchises and authorizations from any Governmental Body that are necessary for the conduct of business or operations of the Companies as currently conducted.

"Permitted Liens" means (i) statutory Liens for current Taxes or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate Proceedings by the Companies which stay the enforcement of such Lien and for which the adequate reserves have been established in accordance with GAAP, (ii) mechanics', carriers', workers', repairers' and similar statutory Liens arising or incurred in the ordinary course of business for amounts which are not delinquent and which would not and do not, individually or in the aggregate, materially impair the marketability, value or use and enjoyment of the asset subject to such lien, (iii) zoning, entitlement, building and other land use regulations imposed by any Governmental Body having jurisdiction over the Leased Real Property which are not violated by the current use and operation of the Leased Real Property, (iv) covenants, conditions, restrictions, easements and other similar matters of record affecting title to the Leased Real Property which do not materially impair or interfere with the occupancy or use of the Leased Real Property for the purposes for which it is currently used in connection with the Companies' businesses, (v) public roads and highways, (vi) Liens arising under worker's compensation, unemployment insurance, social security, retirement and similar legislation, (vii) purchase money Liens securing Indebtedness in an amount not to exceed $[redacted], (viii) licenses of Intellectual Property entered into in the ordinary course of business, (ix) other immaterial Liens arising in the ordinary course of business and not incurred in connection with the borrowing of money securing obligations otherwise permitted hereunder not exceeding in the aggregate $[redacted], (x) Liens to be released in connection with the Closing and (xi) those matters identified on Schedule 11.1(c).

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a Governmental Body.

"Post-Closing Tax Period" means any taxable period or portion of a taxable period that is not a Pre-Closing Tax Period.

"Pre-Closing Straddle Period" has the meaning set forth in Section 10.1(f).

"Pre-Closing Tax Period" means any taxable periods (or portion thereof) ending on or before the Closing Date.

"Pre-Closing Taxes" means any and all Taxes relating to or arising from: (i) all Taxes of the Companies or for which any Company is liable for any Pre-Closing Tax Period (other than Section 338(h)(10) Election Tax Costs), (ii) all Taxes of any member of an affiliated, consolidated, combined or unitary group of which any Company (or any predecessor) is or was a member before the Closing Date, including pursuant to Treasury Regulations Section 1.1502-6 or any analogous or similar state, local or foreign Law, (iii) Taxes of any Person imposed on any Company as a transferee or successor, by contract or pursuant to any Law and which Taxes relate to an event, agreement or transaction occurring on or

before the Closing Date, (iv) any breach of the Sellers' covenants contained in Section 10.1, (v) any employment Taxes of the Companies incurred in connection with the closing of the transactions contemplated by this Agreement, and (vi) fifty percent (50%) of any Transfer Taxes, except, in each case, to the extent such Taxes are taken into account in the final calculation of Net Working Capital, Transaction Expenses or Indebtedness.

"Privacy Laws" means (i) Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq.; (ii) the Fair Credit Reporting Act, 15 U.S.C. § 1681; (iii) the HITECH Act; (iv) HIPAA; and (v) the Identity Theft Red Flags Rule (16 Code of Federal Regulations Part 681).

"Proceeding" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation that is, has been or may in the future be commenced, brought, conducted or heard at law or in equity or before any Governmental Body.

"Purchase Price" has the meaning set forth in Section 1.2(a).

"Restrictive Covenant Agreements" means each Restrictive Covenant Agreement, in the form of Exhibit D, to be entered into by Buyer and each Seller.

"Section 338(h)(10) Election" has the meaning set forth in Section 10.1(e).

"Securities Act" means the Securities Act of 1933, as amended.

"Seller" has the meaning set forth in the preamble to this Agreement.

"Seller Note" means each promissory note, in the form of Exhibit E, to be entered into by Buyer and each Seller.

"Seller Released Claim" has the meaning set forth in Section 7.8.

"Seller Releasors" has the meaning set forth in Section 7.8.

"Share Transfer Agreement" means the Share Transfer Agreement, in the form of Exhibit F, to be entered into by a designated physician of Buyer's choosing and Steven J. Kassels in respect of the outstanding shares of CPPC.

"Straddle Period" means any taxable period that includes (but does not end on) the Closing Date.

"Subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a partnership, limited liability company, association or other business entity, a majority of the partnership, limited liability company, or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons will be deemed to have a majority ownership interest in a partnership, limited liability company, association or other business entity if such Person or Persons is allocated a majority of partnership, association or other business entity gains or

losses or otherwise control the managing director, managing member, general partner or other managing Person of such partnership, limited liability company, association or other business entity. Unless the context requires otherwise, each reference to a Subsidiary will be deemed to be a reference to a Subsidiary of the Companies.

"Tax" or "Taxes" means, without limitation, any United States federal, state, local or non-U.S. income, gross receipts, capital stock, franchise, profits, withholding, social security, payroll, employment, unemployment, disability, severance, environmental, premium, real property, ad valorem/personal property, stamp, excise, occupation, sales, use, transfer, capital stock, windfall, escheat, value added, alternative or add on minimum, estimated, customs, duties, or other tax, fee, assessment or charge, including any interest, penalty, addition to tax or additional amounts with respect thereto whether disputed or not.

"Tax Contest" has the meaning set forth in Section 10.1(f).

"Tax Escrow Amount" means $[redacted].

"Tax Returns" means any return, report, declaration, claim for refund, statement, information return, or other document (including any schedule or attachment), filed or required to be filed with any Governmental Body in connection with the determination, assessment or collection of any Tax.

"Third Party" means any Person other than Sellers, the Companies, Buyer or any of their Affiliates.

"Transaction Expenses" means the aggregate fees and expenses of Sellers and the Companies arising from, incurred in connection with or incident to this Agreement and the transactions contemplated hereby, including without limitation all [redacted] and severance payable to former employees of the Companies whose termination arises prior to the Closing.

"Transaction Tax Deductions" means any item of loss, deduction, or credit resulting from or attributable to (including, for clarity, items of loss, deduction, or credit accelerated by) fees, costs, investment banking fees, financial advisory fees, brokerage fees, attorneys' fees, accountants' fees and any other expenses of the Companies related to or arising out of the transactions contemplated by this Agreement or reflected as a liability of the Companies on the Closing Statement , including any loss, deduction or credit resulting from any employee bonuses, debt prepayment fees or capitalized debt costs and any employment Taxes of the Companies incurred in connection with the transactions contemplated by this Agreement. [redacted]

"Transfer Taxes" has the meaning set forth in Section 10.1(c).

"Upper End Net Working Capital Target" means $[redacted]

"WARN Act" has the meaning set forth in Section 4.18(e).

"Working Capital Escrow Amount" means $[redacted].

11.2 Other Definitional Provisions.

(a) Accounting terms which are not otherwise defined in this Agreement have the meanings given to them under GAAP. To the extent that the definition of an accounting term

defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement will control.

(b) All references in this Agreement to Exhibits, Disclosure Schedules, Articles, Sections, subsections and other subdivisions refer to the corresponding Exhibits, Disclosure Schedules, Articles, Sections, subsections and other subdivisions of or to this Agreement unless expressly provided otherwise. The table of contents and the titles appearing at the beginning of any Articles, Sections, subsections or other subdivisions of this Agreement and the Exhibits are for convenience only, do not constitute any part of this Agreement or such Exhibit, and will be disregarded in construing the language hereof.

(c) The Exhibits and Disclosure Schedules to this Agreement are incorporated herein for all purposes.

(d) The words "this Agreement," "herein," "hereby," "hereunder" and "hereof," and words of similar import, refer to this Agreement as a whole and not to any particular section, subsection or other subdivision of this Agreement unless expressly so limited. The words "this Article," "this Section" and "this subsection," and words of similar import, refer only to the Article, Section or subsection hereof in which such words occur. The word "or" is exclusive, and the word "including" (in its various forms) means including without limitation. The words "will" and "shall" have the same meaning.

(e) All references to "$" and dollars will be deemed to refer to United States currency unless otherwise specifically provided.

(f) Pronouns in masculine, feminine or neuter genders will be construed to state and include any other gender, and words, terms and titles (including terms defined herein) in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires.

(g) The word "threatened" means threatened in writing.

(h) All references to days or months will be deemed references to calendar days or months unless otherwise expressly specified.

(i) All references to time will be deemed to be New York City time unless otherwise expressly specified.

ARTICLE XII

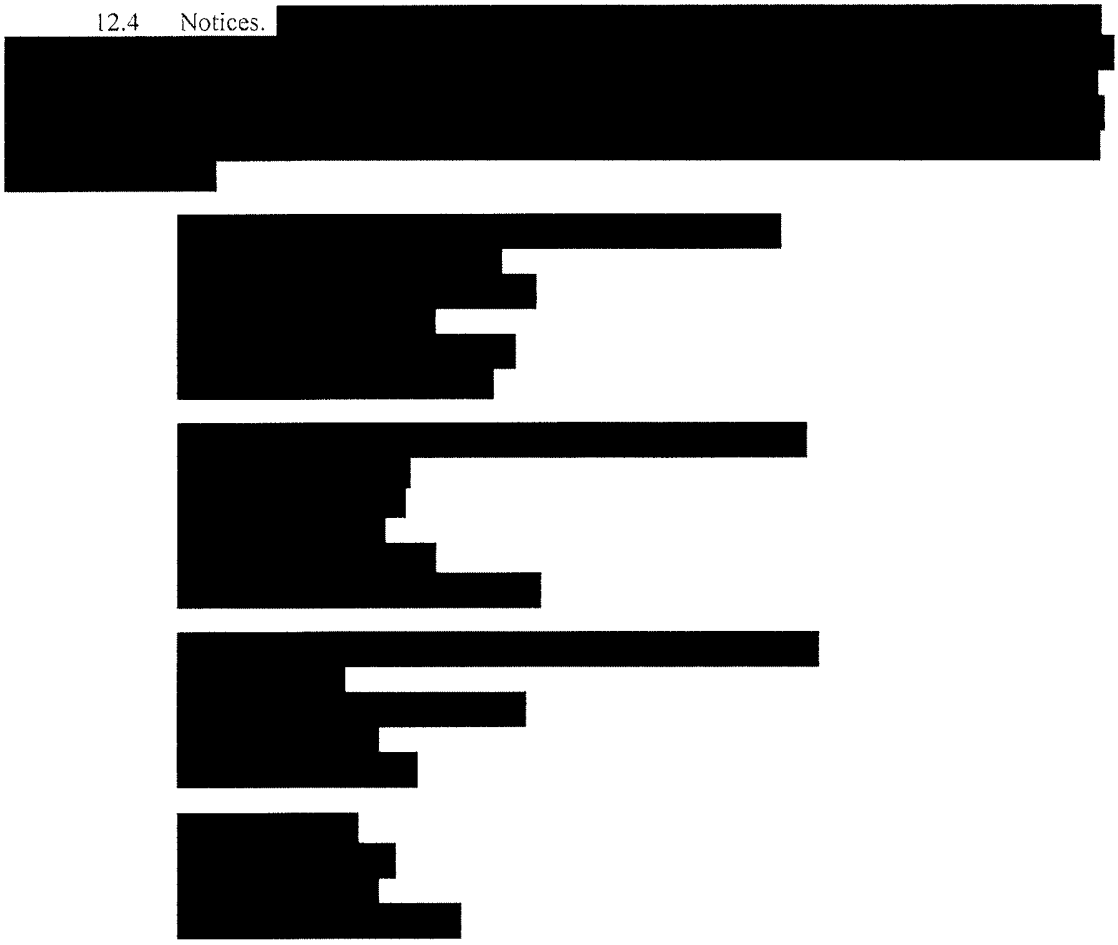
MISCELLANEOUS

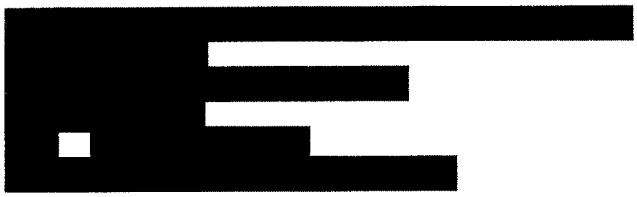
12.1 Press Releases and Communications. No press release or public announcement related to this Agreement or the transactions contemplated hereby, or prior to the Closing, any other announcement or communication to the employees, independent contractors, customers or suppliers or other business relations of the Companies, will be issued or made by any party hereto (or any Affiliate or representative of a party) without the joint prior written approval of Buyer and Sellers, unless required by Law (in the reasonable opinion of counsel to Buyer or Sellers, as applicable) in which case Buyer and Sellers will have the right to review such press release, announcement or communication prior to its issuance, distribution or publication; provided, however, that the Companies may make an announcement, upon the prior written approval of Buyer (such approval not to be unreasonably withheld, conditioned or delayed),

to their respective employees, independent contractors, customers, suppliers and other business relations to the extent the Companies reasonably determine in good faith that such announcement is necessary or advisable.

12.2 Expenses. Except as otherwise expressly provided herein (including Section 2.3(g)), each party will each pay its own expenses (including attorneys' and accountants' fees and expenses) in connection with the negotiation of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated by this Agreement (whether consummated or not).

12.3 Knowledge Defined. As used in this Agreement, the term "Companies' knowledge" means the actual knowledge of Edward J. Blain and Steven J. Kassels of a particular fact, circumstance or condition, in each case after reasonable inquiry of the books and records of the Companies and senior employees who have responsibility for the matter in question.

12.4 Notices. 



12.5 Assignment. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by any party hereto without the prior written consent of the other parties hereto, and any purported assignment or delegation without such consent will be null and void; provided, however, Buyer may assign, without the prior written consent of the other parties hereto, this Agreement to any Person acquiring the stock of Buyer or all or substantially all of the assets of Buyer, provided, that (i) such assignment by Buyer shall not relieve Buyer of any of its obligations hereunder; (ii) such assignee shall be bound by the terms and conditions of this Agreement and assume all obligations of Buyer hereunder; and (iii) such assignee shall be classified a C corporation for U.S. federal income tax purposes.

12.6 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, and the parties will amend or otherwise modify this Agreement to replace any prohibited or invalid provision with an effective and valid provision that gives effect to the intent of the parties to the maximum extent permitted by applicable Law.

12.7 Construction. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any Person. The Disclosure Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to sections of this Agreement; provided however, each section of the Disclosure Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Disclosure Schedules to the extent that the relevance of such item to such other section is reasonably apparent on its face. Capitalized terms used in the Disclosure Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The information contained in this Agreement and in the Disclosure Schedules and Exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any party hereto to any Third Party of any matter whatsoever (including any violation of Law or breach of contract).

12.8 Amendment and Waiver. Any provision of this Agreement may be amended only in a writing signed by Buyer, the Companies and Sellers, and may be waived only in a writing signed by the party against whom such waiver is to be effective; provided that (a) Section 7.3 will not be amended or waived without the express written consent of the D&O Indemnified Persons and (b) Section 12.15 will not be amended or waived without the express written consent of Sellers and Ropes & Gray LLP. No waiver of any provision hereof or of any breach hereof or default thereunder will extend to or affect in any way any other provision or prior or subsequent breach or default.

12.9 Complete Agreement. This Agreement and the documents referred to herein (including the Confidentiality Agreement) contain the complete agreement by, between and among the parties and supersede any prior understandings, agreements or representations by, between or among the parties, written or oral, which may have related to the subject matter hereof in any way. Prior drafts of this

Agreement and the documents referred to herein will be deemed not to provide any evidence as to the meaning of any provision hereof or the intent of the parties with respect hereto and such drafts will be deemed joint work product of the parties. The parties hereto have voluntarily agreed to define their rights, liabilities and obligations respecting the transactions contemplated by this Agreement exclusively in contract pursuant to and subject to the express terms and provisions of this Agreement; and the parties hereto expressly disclaim that they are owed any duties or are entitled to any remedies not expressly set forth in this Agreement (except as required by Law). Furthermore, the parties each hereby acknowledge that this Agreement embodies the justifiable expectations of sophisticated parties derived from arm's-length negotiations; all parties to this Agreement specifically acknowledge that no party has any special relationship with another party that would justify any expectation beyond that of an ordinary buyer and an ordinary seller in an arm's-length transaction.

12.10 Counterparts. This Agreement, and any amendment hereof made in accordance with Section 12.8, may be executed in multiple counterparts (including by means of telecopied signature pages or electronic transmission of signature pages in portable document format (.pdf)), any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

12.11 Governing Law. This Agreement, and all claims or causes of action (whether at law or in equity, whether in contract, tort, statute or otherwise) arising out of or relating to this Agreement, the negotiation, execution or performance of this Agreement or the transactions contemplated hereby will be governed by and construed and enforced in accordance with the internal laws of the State of Delaware applicable to agreements executed and performed entirely within such state; provided, that notwithstanding the foregoing, each of the parties hereto agrees that, all claims or causes of action (whether at law, in equity, in contract, in tort or otherwise) against any of the Debt Financing Sources in any way relating to the Financing, will be governed by, and construed in accordance with, the laws of the State of New York.

12.12 Consent to Jurisdiction and Service of Process. Subject to Section 1.2 (which will govern any dispute arising thereunder), each of the parties to this Agreement hereby irrevocably: (i) submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or if such court lacks jurisdiction, any other state or federal court sitting in the State of Delaware) in respect of any Proceeding (whether at law or in equity, whether in contract, tort, statute or otherwise) arising out of or relating to this Agreement, the negotiation, execution or performance of this Agreement or the transactions contemplated hereby; (ii) waives, and agrees not to assert in any way in any such Proceeding that it is not subject to the jurisdiction of such courts in any such litigation, that such Proceeding may not be brought in or is not maintainable in such courts, that this Agreement may not be enforced in or by such courts, that its property is exempt or immune from execution in connection with such Proceeding, that such Proceeding is brought in an inconvenient forum, that the venue of such Proceeding is improper, or that such Proceeding should be dismissed or stayed by virtue of any other Proceeding; and (iii) consents to service of process in any such Proceeding by delivery of such process to such party at its address as provided in Section 12.4, in addition to any other method of service of process permitted by applicable Law; provided, that notwithstanding the foregoing, any party may commence a Proceeding in any jurisdiction to enforce an order or judgment entered by the courts described in clause (i) above in a Proceeding described in said clause (i); provided, further, that each of the parties hereto agrees that it will not bring or support any action, cause of action, claim, cross-claim, or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against the Debt Financing Sources in any way relating to this Agreement or any of the transactions contemplated by this Agreement, including any dispute arising out of or relating in any way to the Financing, in any forum other than any

New York State or Federal court, in each case, sitting in the Borough of Manhattan in the City of New York, and any appellate court from any thereof.

12.13 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DESCRIBED IN SECTION 12.12 (INCLUDING ANY LITIGATION IN RESPECT OF THE FINANCING). EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.13. A COPY OF THIS SECTION 12.13 MAY BE SUBMITTED TO ANY COURT AS EVIDENCE OF THE CONTENT THEREOF

12.14 No Third Party Beneficiaries. Sections 7.3, 12.1, 12.15 and 12.16 of this Agreement are intended for the benefit of, and will be enforceable as third-party beneficiaries by, the D&O Indemnified Persons, the Indemnitee Affiliates, Ropes & Gray LLP and the Seller Non-Recourse Persons, respectively. Sections 12.11, 12.12, 12.13 and 12.14 are intended for the benefit of, and will be enforceable as third-party beneficiaries by the Debt Financing Sources. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will or will be construed to give any other Person other than the parties to this Agreement, and their respective successors and permitted assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

12.15 Representation of Sellers and their Affiliates. Buyer covenants and agrees, on its own behalf and on behalf of its Affiliates (including the Companies and their Subsidiaries from and after the Closing), that, following the Closing, Ropes & Gray LLP may serve as counsel to Sellers and their Affiliates in connection with any matters related to the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, including any litigation, claim or dispute arising out of this Agreement, the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, notwithstanding any representation of the Companies by Ropes & Gray LLP prior to the Closing. Buyer, on its own behalf and on behalf of its Affiliates (including the Companies and their Subsidiaries from and after the Closing), hereby irrevocably: (a) waives any claim any of them have or may have that Ropes & Gray LLP has or will have a conflict of interest or is or will be otherwise prohibited from engaging in such representation, and (b) agrees that, in the event that a dispute (including litigation) arises after the Closing between Buyer or its Affiliates (including the Companies and any of their Subsidiaries) on the one hand, and Sellers or any of their Affiliates, on the other hand, Ropes & Gray LLP may represent Sellers or any of their Affiliates in such dispute, even though the interests of such Person(s) may be directly adverse to Buyer or its Affiliates (including the Companies or their Subsidiaries) and even though Ropes & Gray LLP may have represented the Companies in a matter substantially related to such dispute. Buyer, on its own behalf and on behalf of its Affiliates (including the Companies and their Subsidiaries from and after the Closing), also further covenants and agrees that, as to all communications between Ropes & Gray LLP and any of the Companies, Sellers or Sellers' Affiliates and representatives, that relate to the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, the attorney-client privilege and the expectation of client confidence belongs and will belong to Sellers and will be controlled by Sellers and will not pass to or be claimed by Buyer or its Affiliates (including the Companies or any of their Subsidiaries from and after the Closing), and none of Buyer or any of its Affiliates (including the Companies and any of their Subsidiaries from

and after the Closing) will access any such communications or use them in any way. In addition, from and after the Closing, all of the client files and records of or in the possession of Ropes & Gray LLP related to the negotiation, execution or performance of this Agreement or the transactions contemplated hereby will continue to be property of (and be controlled by) Sellers, and none of Buyer or any of its Affiliates (including the Companies and any of their Subsidiaries from and after the Closing) will retain any copies of such records or have or seek any access to them. Notwithstanding the foregoing, in the event that after the Closing a dispute arises between Buyer or any of its Affiliates (including the Companies or any of their Subsidiaries from and after the Closing) and a party other than Sellers (or any Affiliate of Sellers), then Buyer or any of its Affiliates (including the Companies and any of their Subsidiaries from and after the Closing) may assert the attorney-client privilege to prevent disclosure of confidential communications by Ropes & Gray LLP to such Third Party; provided, however, that Buyer and any of its Affiliates (including the Companies and any of their Subsidiaries from and after the Closing) may not waive such privilege without the prior written consent of Sellers (which consent shall not be unreasonably withheld by Sellers).

12.16 No Additional Representations; Disclaimer; Non-Recourse.

(a) Buyer acknowledges and agrees that it has conducted to its satisfaction an independent investigation and verification of the financial condition, results of operations, assets, liabilities, properties and projected operations of the Companies, and, in making its determination to proceed with the transactions contemplated by this Agreement, Buyer has relied solely on the results of its own independent investigation and verification and the representations and warranties of Sellers and the Companies expressly and specifically set forth in Article III and Article IV, respectively, as qualified by the Disclosure Schedules, and the covenants and agreements of Sellers and the Companies, respectively, expressly set forth in this Agreement. The representations and warranties of Sellers and the Companies expressly and specifically set forth in Article III and Article IV, respectively, as qualified by the Disclosure Schedules, constitute the sole and exclusive representations, warranties and statements of any kind of any of Sellers and the Companies in connection with this Agreement and the transactions contemplated hereby, and Buyer expressly disclaims reliance upon any other representations, warranties and statements of any kind or nature, expressed or implied (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Companies, the quality, quantity or condition of the Companies' assets). BUYER HEREBY: (A) IRREVOCABLY WAIVES ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO SAMPLES, OR CONDITION OF THE COMPANIES' ASSETS OR ANY PART THEREOF AND (B) COVENANTS AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLERS AND THE COMPANIES, RESPECTIVELY, SET FORTH IN ARTICLE III AND ARTICLE IV, RESPECTIVELY, AS QUALIFIED BY THE DISCLOSURE SCHEDULES, (X) BUYER IS ACQUIRING THE ACQUIRED STOCK ON AN "AS IS, WHERE IS" BASIS AND (Y) NONE OF SELLERS, THE COMPANIES OR ANY OTHER PERSON (INCLUDING ANY STOCKHOLDER, EQUITYHOLDER, MANAGER, MEMBER, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE OR AGENT OF ANY OF THE FOREGOING, WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY) HAS MADE OR IS MAKING, AND BUYER HAS NOT RELIED ON AND IS NOT RELYING ON, ANY REPRESENTATIONS OR WARRANTIESOF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING THE COMPANIES, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, OR THE ACCURACY OR

COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) BUYER OR ANY OF BUYER'S REPRESENTATIVES.

(b) This Agreement may only be enforced against, and any claim or litigation arising out of or related to the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, may only be brought against the named parties to this Agreement (and their successors and permitted assigns (other than any assignment as collateral to any of Buyer's financing sources)) (collectively, "Contracting Parties") and then only with respect to the specific obligations set forth herein of the named parties to this Agreement and subject to the terms, conditions and limitations hereof. No Person who is not a Contracting Party, including any Affiliate or representative of, and any lender to, any Contracting Party will have or be subject to any liability or obligation whatsoever (whether at law or in equity, whether in contract, in tort, in statute or otherwise) to Buyer or any other Person arising out of or related to the negotiation, execution or performance of this Agreement or the transactions contemplated hereby, including with respect to: (i) the distribution to Buyer, or Buyer's use of, or reliance on, any information, documents, projections, forecasts or other material made available to Buyer in certain "data rooms," confidential information memoranda or management presentations in expectation of, or in connection with, the transactions contemplated by this Agreement, or (ii) the sale and purchase of the Acquired Stock, including any alleged non-disclosure or misrepresentations made by any such Persons, in each case, regardless of the legal theory employed.

(c) In connection with the investigation by Buyer of the Companies, Buyer has received or may receive certain projections, forward-looking statements and other forecasts and certain business plan information of the Companies. Buyer acknowledges and agrees that there are uncertainties inherent in attempting to make such estimates, projections and other forecasts and plans, that Buyer is familiar with such uncertainties, that Buyer is taking full responsibility for making its own evaluation of the completeness, adequacy and accuracy of all estimates, projections and other forecasts and plans so furnished to it (including the reasonableness of the assumptions underlying such estimates, projections, forecasts or plans), and that Buyer will have no, and will not assert any, claim against any Person with respect thereto. Accordingly, Buyer acknowledges, covenants and agrees that none of Sellers, the Companies, or any past, present or future direct or indirect stockholder, equityholder, controlling Person, director, officer, employee, incorporator, member, manager, partner, Affiliate, agent, attorney or representative of the Companies and/or Sellers, any of their respective Affiliates, or the heirs, executors, administrators, estates, successors and assigns of any of the foregoing (collectively, the "Seller Non-Recourse Persons") make or have made any representation or warranty with respect to, and Buyer has not relied and is not relying on, any such estimates, projections, forecasts or plans (including the reasonableness of the assumptions underlying such estimates, projections, forecasts or plans).

12.17 Conflict Between Transaction Documents. To the extent any terms and provisions of this Agreement are in any way inconsistent with or in conflict with any term, condition or provision of any other agreement, document or instrument contemplated hereby, this Agreement will govern and control.

12.18 Specific Performance; Remedies.

(a) The parties hereto agree that irreparable harm would occur in the event that the Closing is not consummated in accordance with the terms of this Agreement, and that money damages or other legal remedies would not be an adequate remedy for any such harm. Accordingly, the parties hereto acknowledge and hereby covenant and agree that in the event of

any breach or threatened breach of the covenants, agreements or obligations set forth in this Agreement, then in addition to any other remedy available at law or in equity, the non-breaching party will be entitled to seek an injunction or injunctions to prevent or restrain any breaches or threatened breaches of this Agreement, and to specifically enforce the terms and provisions of this Agreement to enforce compliance with the covenants, agreements and obligations under this Agreement. Each party hereby covenants and agrees not to raise, and irrevocably waives, any objections to the availability of such relief that a remedy at law would be adequate and that a bond or other security will be required.

(b) Notwithstanding anything herein to the contrary, Sellers will be entitled to specific performance of Buyer's obligations to consummate the Closing solely in the event that (i) all of the conditions set forth in Section 2.1 and Section 2.2 (other than any conditions that by their terms are to be satisfied at the Closing; subject to such conditions being satisfied if the Closing would have occurred on such date) have been satisfied or validly waived by Buyer, (ii) Sellers have irrevocably confirmed to Buyer in writing that (A) Sellers are prepared to consummate the Closing and (B) (I) if the Financing is funded and Buyer otherwise complies with its obligations hereunder (including with respect to payment of the Purchase Price), then the Closing will occur or (II) if the Financing is not funded in whole or in part and the Equity Financing Source otherwise complies with its obligations under the Equity Commitment Letter, then the Closing will occur, (iii) Buyer has not consummated the Closing by 12:00 p.m. New York City time on the second (2nd) Business Day following the date on which the Closing was required to occur pursuant to Section 1.2(i), and (iv) Buyer has breached any of its obligations under Section 6.7 (a "Financing Breach").

12.19 Buyer Deliveries. Any document or item will be deemed "delivered," "provided" or "made available" by or on behalf of the Sellers and/or Company, as applicable, within the meaning of this Agreement if such document or item (a) is included in the electronic data room hosted by Donnelley Financial Solutions, (b) actually delivered or provided to Buyer or any of Buyer's Representatives or (c) made available to Buyer or Buyer's Representatives upon request, including at the offices of any Company.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Stock Purchase Agreement on the day and year first above written.

BUYER:

BAYMARK HEALTH SERVICES, INC.

By: _____
Name: David White
Title: President

IN WITNESS WHEREOF, the parties hereto have executed this Stock Purchase Agreement as of the day and year first above written.

CLARENCE

HEALTH CARE RESOURCES, INC.

By: E J Blain
Name: E J Blain
Title: Chief Executive Officer

CENTRAL CITY HEALTH CARE, INC.

By: E J Blain
Name: E J Blain
Title: CEO-Chairman and Treasurer

WESTBROOK RIVER MEDICAL SERVICES, INC.

By: E J Blain
Name: E J Blain
Title: CEO-Chairman and Treasurer

SOUTH HILL SUBSTANCE ABUSE CENTERS, INC.

By: E J Blain
Name: E J Blain
Title: CEO-Chairman and Treasurer

IN WITNESS WHEREOF, the parties hereto have executed this Stock Purchase Agreement on the day and year first above written.

COMMUNITY PHYSICIANS, P.C.

By: _____
Name: Steven J. Kassels
Title: President, Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Stock Purchase Agreement on the day and year first above written.

[illegible]

By: [signature]
[illegible]

By: _____
[illegible]

[illegible]

IN WITNESS WHEREOF, the parties hereto have executed this Stock Purchase Agreement on the day and year first above written.

SELLERS:

By:_____
Name: Edward J. Blain

By:_____
Name: Steven J. Kassels

SCHEDULE 8

Community Substance Abuse Centers - Hartford

Census Profile By Age Group

As of 07/11/17

Program: Opioid Treatment Program

Age Group	Male	Female	Total
Under 12 years of age	0	0	0
Ages 12 thru 17	0	0	0
Ages 18 thru 20	1	1	2
Ages 21 thru 24	8	3	11
Ages 25 thru 29	23	24	47
Ages 30 thru 34	51	39	90
Ages 35 thru 44	94	83	177
Ages 45 thru 54	125	83	228
Ages 55 thru 64	80	35	115
Age 65 and over	8	2	10
Total	**390**	**290**	**680**

Community Substance Abuse Centers - Hartford

Census Profile By Ethnicity

07/11/17
06:58 AM

as of 07/11/17

Program: Opioid Treatment Program

Gender	Ethnicity	# of Patients
Female	African American	22
Female	European	6
Female	North American	118
Female	Other Hispanic	4
Female	Puerto Rican	44
Female	Unknown	4
	Total:	**290**
Male	African American	28
Male	Dominican	1
Male	European	4
Male	North American	127
Male	Other Hispanic	3
Male	Puerto Rican	84
Male	Unknown	2
	Total:	**391**
	Program Total:	**681**
	Total Census:	**681**

Community Substance Abuse Centers - Hartford

Census Profile By Race

07/11/17
06:58 AM

As of 2017-07-11 23:59:59.999

Gender	Race	# of Patients
Program:Opioid Treatment Program		
Female	Black	28
Female	Hispanic	54
Female	Other	1
Female	Unknown	93
Female	White	111
	Total Female	**290**
Male	Asian / Pacific	1
Male	Black	37
Male	Hispanic	110
Male	Other	2
Male	Unknown	138
Male	White	98
	Total Male	**391**
	Program Total:	**681**
	Total Census	**681**

SCHEDULE 21A

COMMUNITY SUBSTANCE ABUSE CENTERS, INC.

FINANCIAL STATEMENTS

For the Years Ended December 31, 2016 and 2015

CONTENTS

R.J. GOLD & COMPANY, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Community Substance Abuse Centers, Inc.
Westfield, Massachusetts

We have audited the accompanying financial statements of Community Substance Abuse Centers, Inc. ("the Company"), which comprise the balance sheets as of December 31, 2016 and 2015, and the related statements of operations, changes in shareholders' deficit and cash flows for the years then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinions.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Substance Abuse Centers, Inc., as of December 31, 2016 and 2015, and the results of operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

R. J. Gold & Company, P.C.

August 17, 2017
Burlington, MA

BURLINGTON OFFICE PARK
ONE WALL STREET · BURLINGTON, MA 01803
781.272.2283 · 781.272.2293 FAX · WWW.RJGOLDCPA.COM

COMMUNITY SUBSTANCE ABUSE CENTERS, INC.

BALANCE SHEETS

DECEMBER 31, 2016 AND 2015

ASSETS

	2016	2015
CURRENT ASSETS		
Cash	$ 86,547	$ 74,030
Accounts receivable, net of contractual allowance of $79,227 in 2016 and $32,673 in 2015	133,669	157,865
Prepaid expenses	2,155	-
TOTAL CURRENT ASSETS	222,371	231,895
PROPERTY AND EQUIPMENT		
Equipment	135,290	135,290
Furniture and fixtures	49,643	49,643
Software	53,170	53,170
Leasehold improvements	237,959	237,959
	476,062	476,062
Less accumulated depreciation	476,062	476,062
NET PROPERTY AND EQUIPMENT	-	-
TOTAL ASSETS	$ 222,371	$ 231,895

LIABILITIES AND SHAREHOLDERS' DEFICIT

CURRENT LIABILITIES		
Accounts payable	$ 5,103	$ 6,642
Deferred revenue	-	955
Accrued expenses	39,642	26,833
Due to affiliate	288,077	312,104
TOTAL LIABILITIES	332,822	346,534
SHAREHOLDERS' DEFICIT		
Common stock, $1 par value, 20,000 shares authorized, 668 shares issued and outstanding at 2016 and 2015	1,002	1,002
Accumulated deficit	(111,452)	(115,640)
	(110,450)	(114,638)
Less 334 shares of Common stock in treasury, at cost	1	1
TOTAL SHAREHOLDERS' DEFICIT	(110,451)	(114,639)
TOTAL LIABILITIES AND SHAREHOLDERS' DEFICIT	$ 222,371	$ 231,895

See accompanying notes to financial statements.

COMMUNITY SUBSTANCE ABUSE CENTERS, INC.

STATEMENTS OF OPERATIONS

FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

	2016	2015
REVENUES		
Patient services revenue	$ 3,024,544	$ 3,022,505
EXPENSES		
Management fees	2,010,973	2,100,215
Salaries and wages	795,066	728,926
Payroll taxes	91,596	80,917
Supplies	76,108	70,040
Office Expense	17,667	9,463
Fees and licenses	13,306	12,539
Employee benefits	12,209	11,148
Profit sharing contribution	2,078	4,084
Professional development	1,291	985
Interest expense	62	-
TOTAL OPERATING EXPENSES	3,020,356	3,018,317
NET INCOME	$ 4,188	$ 4,188

See accompanying notes to financial statements.

COMMUNITY SUBSTANCE ABUSE CENTERS, INC.

STATEMENTS OF CHANGES IN SHAREHOLDERS' DEFICIT

FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

	Number of Shares Outstanding	Common Stock	Treasury Stock	Accumulated Deficit	Total
Balance at January 1, 2015	668	$ 1,002	$ (1)	$ (119,828)	$ (118,827)
Net Income	-	-	-	4,188	4,188
Balance at December 31, 2015	668	1,002	(1)	(115,640)	(114,639)
Net Income	-	-	-	4,188	4,188
Balance at December 31, 2016	668	$ 1,002	$ (1)	$ (111,452)	$ (110,451)

See accompanying notes to financial statements.

COMMUNITY SUBSTANCE ABUSE CENTERS, INC.

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2016 AND 2015

	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 4,188	$ 4,188
Adjustments to reconcile net income to net cash provided by operating activities:		
(Increase) decrease in assets:		
Accounts receivable	24,196	(14,033)
Prepaid expenses	(2,155)	1,829
Deposits	-	6,000
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	11,270	(20,203)
Deferred revenue	(955)	-
Due to affiliate	(24,027)	52,743
NET CASH PROVIDED BY OPERATING ACTIVITIES	12,517	30,524
NET INCREASE IN CASH	12,517	30,524
CASH, BEGINNING OF YEAR	74,030	43,506
CASH, END OF YEAR	$ 86,547	$ 74,030

See accompanying notes to financial statements.

COMMUNITY SUBSTANCE ABUSE CENTERS, INC.

NOTES TO FINANCIAL STATEMENTS

December 31, 2016 and 2015

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principal Business Activity

The Company was incorporated September 1, 1994, under the laws of the State of Connecticut and began operations September 1, 1995. The Company maintains a substance abuse clinic in Hartford, Connecticut.

Basis of Accounting

The accompanying financial statements of the Company have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America.

Use of Estimates

The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Accounts Receivable

Accounts receivable are recorded net of an allowance for doubtful accounts and contractual adjustments. All accounts receivable do not bear interest. The allowance is estimated from historical performance and an analysis of the aged accounts receivable balances. The Company charges off accounts receivable when it becomes apparent based upon circumstances that amounts will not be collected. The Company also assesses the ability of patients to pay for services to be rendered prior to accepting patients for treatment.

Cash and Cash Equivalents

For the purpose of statement of cash flows, the Company considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Revenue Recognition

Revenues are recognized as services are rendered. Contractual allowances arise due to terms of certain reimbursement contracts that reduce revenues to the amount estimated to be reimbursed by commercial insurance providers, Medicare, Medicaid and other third party payors. Such adjustments are recognized in the period the services are rendered. Differences in estimates recorded and actual reimbursements are reported in the period actual reimbursements are received.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue Recognition (continued)

The Company has agreements with third-party payers, such as Medicaid, the Department of Mental Health and Addiction Services (DMHAS), certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. The basis for payment to the Company under these agreements includes discounts from established charges. The allowance for contractual adjustments is based upon these agreements and upon the Company's collection experience.

Laws and regulations governing the Medicaid programs are complex and subject to interpretation. Compliance with laws and regulations can be subject to government review and interpretation, as well as significant regulatory action. Failure to comply with such laws and regulations can result in fines, penalties, and exclusion from the Medicaid programs.

Income Taxes

The shareholders of the Company elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under this provision, the Company's taxable income is reported in the shareholders' personal tax returns. Accordingly, no provision for federal income taxes is reflected in these financial statements. The Company recognizes the effect of uncertain tax positions in the financial statements on a more likely than not basis, such that current or deferred tax assets and liabilities are immediately recognized when the related uncertain tax position is taken or is expected to be taken. Any changes in uncertain tax positions are recorded in the period the ultimate outcome becomes known.

Management has evaluated significant tax positions against established criteria by professional standards and believes there are no such tax positions requiring accounting recognition. The Company's tax returns are subject to examination by taxing authorities for the years ended 2013, 2014 and 2015.

Property, Equipment, and Depreciation

Property and equipment are stated at cost. Depreciation is provided using the straight line method for financial reporting purposes at rates based upon estimated useful lives. Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

Property and equipment is evaluated for possible impairment and is required whenever events or circumstances indicate that assets' undiscounted expected future cash flows are not sufficient to recover their carrying amounts. If the carrying amount exceeds the expected future cash flows, the Company measures the amount of impairment by comparing the asset to its fair market value. At December 31, 2016, there is no deemed impairment to carrying amounts to property and equipment.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Subsequent Events

Management has evaluated all subsequent events occurring after the balance sheet date of December 31, 2016 through August 17, 2017, which is the date the financial statements were available to be issued.

NOTE B - RELATED PARTIES

The Company entered into a Business Service Agreement (the "Agreement") with Healthcare Resources, Inc. (HCR), a related party through common ownership. The Agreement requires HCR to provide all business and office management services. Business and office management services include clinic site facilities, consulting, office staff training, billings and collections, supplies ordering and management, fixed asset provision and facilities maintenance, and office maintenance. The term of the Agreement is for ten years, expiring on December 31, 2013, with provisions for automatic renewal for additional periods of five years each. The contract was automatically renewed on December 31, 2013 and expires on December 31, 2018.

In exchange for these services, the Company pays a monthly service fee equal to the total receipts, less enumerated operating expenses, and a 6% capital return fee based on the book value of the Company's fixed assets (generally, fixed assets purchased after the effective date are included in the agreement and property of HCR). Under the Agreement, management fees totaled $2,010,973 and $2,100,215 for the years ended December 31, 2016 and 2015, respectively. At December 31, 2016 and 2015, the Company owed HCR $288,077 and $312,104 for management fees, respectively. These amounts are reflected as due to affiliates on the accompanying balance sheets.

NOTE C - RETIREMENT PLAN

The Company maintains a §401(k) profit sharing plan permitting employees to contribute a portion of their wages on a pre-tax basis to an employer sponsored plan. Eligible employees must have completed one year of service for initial participation and each year 1,000 hours of current service. The §401(k) profit sharing plan also allows discretionary employer contributions. During the years ended December 31, 2016 and 2015, the discretionary contributions totaled $2,078 and $4,084, respectively. The Company is included in an affiliated service group with Community Health Care, Inc. (CHC), Community Physicians, P.C. (CPPC), Healthcare Resources, Inc. (HCR) and Merrimack River Medical Services, Inc. (MRMS) for purposes of plan administration and determination of retirement plan discretionary contributions.

NOTE D - PROFESSIONAL LIABILITY INSURANCE

Physicians, nurses and counselors involved in the treatment of the Company's patients are insured against professional liability under occurrence policies issued and in force. Management is not aware of any material uninsured claims, asserted or un-asserted, through the date of the auditors' report.

NOTE E - COMMITMENTS

Lease Commitments

On May 21, 2015, HCR on behalf of the Company and in conjunction with the Agreement, extended the lease for the Company's Hartford office location for a term of 5 years ending on May 31, 2020. HCR holds an option to extend the lease for an additional 5 years upon the expiration of the initial term. Rent expense under this lease in place totaled $118,000 and $103,563 for the year ended December 31, 2016 and 2015, respectively, and is included in the management fee paid to HCR.

Expected future rental payments, to be paid by HCR as part of the Agreement, subsequent to December 31, 2016 are as follows:

2017	$	118,000
2018		118,000
2019		118,000
2020		49,167
	$	403,167

Stock Repurchase Commitments

The shareholders of the Company have entered into an agreement that provides, upon disability, death or termination of a shareholder, for the determination of such shareholder's share of stock in the Company that must be redeemed at an amount using a defined, agreement based formula. Such amount that may be due to any shareholder would be paid quarterly over a period of three years with interest. As of December 31, 2016, the approximate amount due to a shareholder under the stock repurchase commitment would be $1.

NOTE F - FINANCIAL INSTRUMENTS AND CONCENTRATIONS OF CREDIT RISK

The Company receives its revenues primarily from Connecticut Medicaid and DMHAS, which provide for substance abuse treatment and prevention to eligible Connecticut residents. Connecticut Medicaid and DHMAS represent 92% of December 31, 2016 accounts receivable and 99% of the December 31, 2015 accounts receivable. Billings to Connecticut Medicaid and DHMAS approximate 98% and 96% of the 2016 and 2015 billings, respectively. Due to the requirement for annual approval of the Medicaid program's benefits and budget by the state legislature, the Company's revenues may vary from year to year.

The Company maintains its cash in a bank deposit account which, at times, may exceed federally insured limits. There were no uninsured balances at December 31, 2016.

BAYMARK HEALTH SERVICES, INC.
AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

Year Ended December 31, 2016
with Report of Independent Auditors

whitleypenn

Dallas Office
8343 Douglas Avenue
Suite 400
Dallas, Texas 75225
214.393.9300 Main

whitleypenn.com

REPORT OF INDEPENDENT AUDITORS

To the Board of Directors and Stockholders of
BayMark Health Services, Inc.

We have audited the accompanying consolidated financial statements of BayMark Health Services, Inc. and subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2016, and the related consolidated statements of operations, stockholders' equity, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statement

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America ("GAAP"); this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of BayMark Health Services, Inc. and subsidiaries as of December 31, 2016, and the results of their operations and their cash flows for the year then ended in conformity with GAAP.

Changes in Accounting Principles

As discussed in Note B to the consolidated financial statements, the Company adopted Accounting Standards Updates No. 2015-03, *Simplifying the Presentation of Debt Issuance Costs*. Our opinion is not modified with respect to this matter.

Whitley Penn LLP

Dallas, Texas
April 20, 2017

BAYMARK HEALTH SERVICES, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEET

DECEMBER 31, 2016

Assets	
Current assets:	
Cash and cash equivalents	$ 18,867,935
Accounts receivable, net	17,941,383
Unbilled revenue	2,775,782
Inventories	302,101
Prepaid expenses and other assets	1,042,272
Total current assets	40,929,473
Property and equipment, net	6,390,251
Other assets:	
Goodwill, net	140,627,537
Deferred income taxes	9,292,360
Other assets	364,656
Total assets	$ 197,604,277
Liabilities and Stockholders' Equity	
Current liabilities:	
Accounts payable	$ 1,078,883
Accrued expenses	4,250,208
Accrued payroll	5,388,470
Deferred revenue	541,975
Income tax payable	2,138,618
Current portion of long-term debt	708,971
Current portion of capital lease obligations	85,414
Total current liabilities	14,192,539
Long-term liabilities:	
Long-term debt, net of current portion and deferred loan costs	115,407,455
Capital lease obligations, net of current portion	170,227
Deferred gain on sale-leaseback	1,367,748
Line of credit	6,700,000
Acquisition earn-out liability	200,000
Deferred rent	178,068
Total long-term liabilities	124,023,498
Total liabilities	138,216,037
Commitments and contingencies	
Stockholders' equity	
Series A redeemable convertible preferred stock	70,000,000
Accumulated deficit	(10,611,760)
Total stockholders' equity	59,388,240
Total liabilities and stockholders' equity	$ 197,604,277

See accompanying notes to consolidated financial statements.

SCHEDULE 21B

Applicant Name: CSAC & BayMark

Financial Worksheet (B)

FOR-PROFIT

Please provide one year of actual results and three years of projections of **Total Entity** revenue, expense and volume statistics without, incremental to and with the CON proposal in the following reporting format:

LINE	Total Entity:	(1) FY 2016 Actual	(2) FY 2017 Projected	(3) FY 2017 Projected	(4) FY 2017 Projected	(5) FY 2018 Projected	(6) FY 2018 Projected	(7) FY 2018 Projected	(8) FY 2019 Projected	(9) FY 2019 Projected	(10) FY 2019 Projected	(11) FY 2020 Projected	(12) FY 2020 Projected	(13) FY 2020 Projected
	Description	Results	W/out CON	Incremental	With CON	W/out CON	Incremental	With CON	W/out CON	Incremental	With CON	W/out CON	Incremental	With CON
A.	**OPERATING REVENUE**													
1	Total Gross Patient Revenue	$3,047,000	$0	$3,138,410	$3,138,410		$3,232,562	$3,232,562		$3,329,539	$3,329,539		$3,429,425	$3,429,425
2	Less: Allowances	$0	$0	$0	$0			$0			$0			$0
3	Less: Charity Care	$0	$0	$0	$0			$0			$0			$0
4	Less: Other Deductions	$0	$0	$0	$0			$0			$0			$0
	Net Patient Service Revenue	**$3,047,000**	**$0**	**$3,138,410**	**$3,138,410**	**$0**	**$3,232,562**	**$3,232,562**	**$0**	**$3,329,539**	**$3,329,539**	**$0**	**$3,429,425**	**$3,429,425**
5	Medicare	$0	$0	$0	$0			$0			$0			$0
6	Medicaid	$2,950,000	$0	$3,038,500	$3,038,500		$3,129,655	$3,129,655		$3,223,545	$3,223,545		$3,320,251	$3,320,251
7	CHAMPUS & TriCare	$0	$0	$0	$0			$0			$0			$0
8	Other	$0	$0	$0	$0			$0			$0			$0
	Total Government	**$2,950,000**	**$0**	**$3,038,500**	**$3,038,500**	**$0**	**$3,129,655**	**$3,129,655**	**$0**	**$3,223,545**	**$3,223,545**	**$0**	**$3,320,251**	**$3,320,251**
9	Commercial Insurers	$0	$0	$0	$0			$0			$0			$0
10	Uninsured	$0	$0	$0	$0			$0			$0			$0
11	Self Pay	$97,000	$0	$99,910	$99,910		$102,907	$102,907		$105,995	$105,995		$109,174	$109,174
12	Workers Compensation	$0	$0	$0	$0			$0			$0			$0
13	Other	$0	$0	$0	$0			$0			$0			$0
	Total Non-Government	**$97,000**	**$0**	**$99,910**	**$99,910**	**$0**	**$102,907**	**$102,907**	**$0**	**$105,995**	**$105,995**	**$0**	**$109,174**	**$109,174**
	Net Patient Service Revenue[a] (Government+Non-Government)	**$3,047,000**	**$0**	**$3,138,410**	**$3,138,410**	**$0**	**$3,232,562**	**$3,232,562**	**$0**	**$3,329,539**	**$3,329,539**	**$0**	**$3,429,425**	**$3,429,425**
14	Less: Provision for Bad Debts	$0	$0	$0	$0			$0			$0			$0
	Net Patient Service Revenue less provision for bad debts	**$3,047,000**	**$0**	**$3,138,410**	**$3,138,410**	**$0**	**$3,232,562**	**$3,232,562**	**$0**	**$3,329,539**	**$3,329,539**	**$0**	**$3,429,425**	**$3,429,425**
15	Other Operating Revenue	$0	$0	$0	$0			$0			$0			$0
17	Net Assets Released from Restrictions	$0	$0	$0	$0			$0			$0			$0
	TOTAL OPERATING REVENUE	**$3,047,000**	**$0**	**$3,138,410**	**$3,138,410**	**$0**	**$3,232,562**	**$3,232,562**	**$0**	**$3,329,539**	**$3,329,539**	**$0**	**$3,429,425**	**$3,429,425**
B.	**OPERATING EXPENSES**													
1	Salaries and Wages	$1,207,000	$0	$1,243,210	$1,243,210		$1,280,506	$1,280,506		$1,318,921	$1,318,921		$1,358,489	$1,358,489
2	Fringe Benefits	$165,000	$0	$169,950	$169,950		$175,049	$175,049		$180,300	$180,300		$185,709	$185,709
3	Physicians Fees	$75,000	$0	$77,250	$77,250		$79,568	$79,568		$81,955	$81,955		$84,413	$84,413
4	Supplies and Drugs	$76,000	$0	$78,280	$78,280		$80,628	$80,628		$83,047	$83,047		$85,539	$85,539
5	Depreciation and Amortization	$6,000	$0	$6,120	$6,120		$6,242	$6,242		$6,367	$6,367		$6,495	$6,495
6	Provision for Bad Debts-Other[b]	$0	$0	$0	$0			$0			$0			$0
7	Interest Expense	$0	$0	$0	$0			$0			$0			$0
8	Malpractice Insurance Cost	$61,000	$0	$62,220	$62,220		$63,464	$63,464		$64,734	$64,734		$66,028	$66,028
9	Lease Expense	$142,000	$0	$144,840	$144,840		$147,737	$147,737		$150,692	$150,692		$153,705	$153,705
10	Other Operating Expenses	$1,260,000	$0	$1,297,800	$1,297,800		$1,336,734	$1,336,734		$1,376,836	$1,376,836		$1,418,141	$1,418,141
	TOTAL OPERATING EXPENSES	**$2,992,000**	**$0**	**$3,079,670**	**$3,079,670**	**$0**	**$3,169,928**	**$3,169,928**	**$0**	**$3,262,852**	**$3,262,852**	**$0**	**$3,358,519**	**$3,358,519**
	INCOME/(LOSS) FROM OPERATIONS	**$55,000**	**$0**	**$58,740**	**$58,740**	**$0**	**$62,634**	**$62,634**	**$0**	**$66,687**	**$66,687**	**$0**	**$70,906**	**$70,906**
	NON-OPERATING INCOME	**$0**	**$0**	**$0**	**$0**			**$0**			**$0**			**$0**
	Income before provision for income taxes	**$55,000**	**$0**	**$58,740**	**$58,740**	**$0**	**$62,634**	**$62,634**	**$0**	**$66,687**	**$66,687**	**$0**	**$70,906**	**$70,906**
	Provision for income taxes[c]	**$0**	$0	$0	**$0**			**$0**			**$0**			**$0**
	NET INCOME	**$55,000**	**$0**	**$58,740**	**$58,740**	**$0**	**$62,634**	**$62,634**	**$0**	**$66,687**	**$66,687**	**$0**	**$70,906**	**$70,906**
C.	**Retained Earnings, beginning of year**	**$0**	**$0**	**$0**	**$0**			**$0**			**$0**			**$0**
	Retained Earnings, end of year	**$0**	**$0**	**$0**	**$0**			**$0**			**$0**			**$0**
	Principal Payments	$0	$0	$0	**$0**			**$0**			**$0**			**$0**
D.	**PROFITABILITY SUMMARY**													
1	Hospital Operating Margin	**1.8%**	**0.0%**	**1.9%**	**1.9%**	**0.0%**	**1.9%**	**1.9%**	**0.0%**	**2.0%**	**2.0%**	**0.0%**	**2.1%**	**2.1%**
2	Hospital Non Operating Margin	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**
3	Hospital Total Margin	**1.8%**	**0.0%**	**1.9%**	**1.9%**	**0.0%**	**1.9%**	**1.9%**	**0.0%**	**2.0%**	**2.0%**	**0.0%**	**2.1%**	**2.1%**
E.	**FTEs**	**25**	**0**	**25**	**25**		**25**	**25**		**25**	**25**		**25**	**25**
F.	**VOLUME STATISTICS[d]**													
1	Inpatient Discharges	0	0	0	**0**			**0**			**0**			**0**

FOR-PROFIT

Applicant Name: CSAC & BayMark

Financial Worksheet (B)

Please provide one year of actual results and three years of projections of **Total Entity** revenue, expense and volume statistics without, incremental to and with the CON proposal in the following reporting format:

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
LINE	Total Entity:	FY 2016	FY 2017	FY 2017	FY 2017	FY 2018	FY 2018	FY 2018	FY 2019	FY 2019	FY 2019	FY 2020	FY 2020	FY 2020
		Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
	Description	Results	W/out CON	Incremental	With CON	W/out CON	Incremental	With CON	W/out CON	Incremental	With CON	W/out CON	Incremental	With CON
2	Outpatient Visits	233,409	0	223,598	**223,598**		247,654	**247,654**		255,083	**255,083**		262,734	**262,734**
	TOTAL VOLUME	**233,409**	**0**	**223,598**	**223,598**	**0**	**247,654**	**247,654**	**0**	**255,083**	**255,083**	**0**	**262,734**	**262,734**

[a]Total amount should equal the total amount on cell line "Net Patient Revenue" Row 14.

[b]Provide the amount of any transaction associated with Bad Debts not related to the provision of direct services to patients. For additional information, refer to FASB, No.2011-07, July 2011.

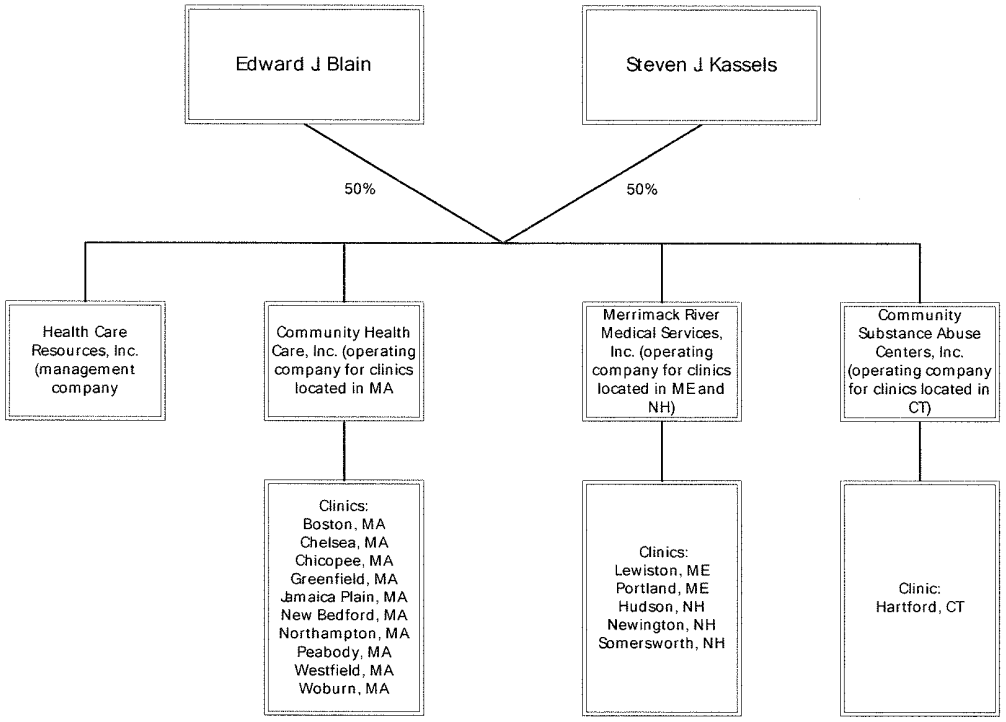
[c]Provide the amount of income taxes as defined by the Internal Revenue Services for for-profit entities.

[d]Provide projected inpatient and/or outpatient statistics for any new services and provide actual and projected inpatient and/or outpatient statistics for any existing services which will change due to the proposal.

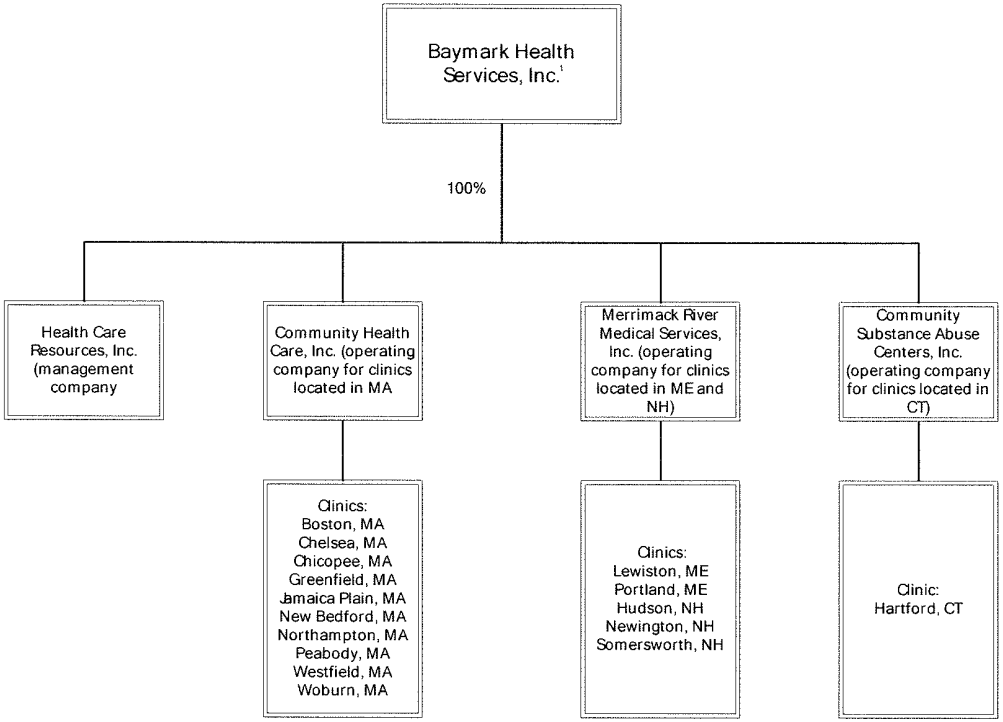
SUPPLEMENTAL SCHEDULE 1.b.i.

Health Care Resource Centers (HCRC): Pre- and Post-Closing Organizational Structure Chart

Pre-Closing Structure



Post-Closing Structure



1 The stock of BayMark Health Services, Inc. is owned by the following investors: Webster Capital III, L.P. (approximately 57.14%); Michelle, Jason, and Evan Kletter (approximately 20% combined; 6.6666% each); Alpinvest Partners Co-Investments 2014 I CV (approximately 8.29%); and other investors none of which have 5% or greater ownership interest.

User, OHCA

From: Mitchell, Micheala
Sent: Tuesday, November 14, 2017 3:55 PM
To: 'FBaumann@baymark.com'; 'Blain125@comcast.net'
Cc: Schaeffer-Helmecki, Jessica; User, OHCA; Riggott, Kaila; Hansted, Kevin
Subject: Second Completeness Letter
Attachments: 32184 CSAC BayMark Completeness Letter(2) 11.7.17.pdf

Good afternoon Mr. Blain and Mr. Baumann,

Attached is a second completeness letter in the above-referenced matter. Your written responses must be received by the Office of Health Care Access **no later than 4:30 p.m**. on **February 12, 2018**.

Please confirm receipt of this email and the attachment at your earliest convenience.

Thank you,
Micheala L. Mitchell
Staff Attorney, PHHO/OHCA
Connecticut Department of Public Health
410 Capitol Avenue, MS# 13-HCA, Hartford, CT 06134
Phone: (860) 418-7055
Email: micheala.mitchell@ct.gov

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

Raul Pino, M.D., M.P.H.
Commissioner

Dannel P. Malloy
Governor

Nancy Wyman
Lt. Governor

Office of Health Care Access

November 14, 2017

Via Email Only

Mr. Edward J. Blain
Executive Director, CSAC
142 Commercial Street
Boston, MA 02109
Blain125@comcast.net

Mr. Frank Baumann
Chief Operating Officer, BayMark
401 E. Corporate Drive
Lewisville, TX 75057
FBaumann@baymark.com

RE: **Certificate of Need Application: Second Completeness Letter**
Transfer of Ownership of Outpatient Substance Abuse Treatment Clinic
(Docket No. 17-32184-CON)

Dear Mr. Blain and Mr. Baumann:

On October 20, 2017, OHCA received completeness responses regarding the transfer of ownership of Community Substance Abuse Centers, Inc.'s (CSAC's) Hartford outpatient substance abuse treatment clinic to BayMark Health Services, Inc. ("BayMark"). OHCA requests additional information from CSAC and BayMark (collectively the "Applicants") pursuant to Connecticut General Statutes §19a-639a(c).

Provide responses to the questions below as both a Word and PDF attachment. **Please "reply all" to electronically confirm receipt of this e-mail as soon as you receive it. Email your responses to both OHCA@ct.gov and Kaila.Riggott@ct.gov**.

Paginate and date your response (i.e., each page in its entirety). Repeat each OHCA question before providing your response. Information filed after the initial CON application submission (e.g., completeness response letter, prefiled testimony, late file submissions, etc.) must be numbered sequentially from the Applicant's preceding document. Begin your submission using **Page 349** and reference "**Docket Number: 17-32184-CON**."

Keeping Connecticut Healthy
DPH
Connecticut Department of Public Health

Phone: (860) 418-7001 • Fax: (860) 418-7053
410 Capitol Avenue, P.O. Box 340308
Hartford, Connecticut 06134-0308
www.ct.gov/dph
Affirmative Action/Equal Opportunity Employer

Accredited Health Department • PHAB Advancing public health performance • Public Health Accreditation Board

Pursuant to Section 19a-639a(c) of the Connecticut General Statutes, you must submit your response to this request for additional information no later than sixty days after the date this request was transmitted. Therefore, please provide your written responses to OHCA no later than **February 12, 2018, 4:30 p.m.**, otherwise your application will be automatically considered withdrawn.

1. Describe, in detail, the following:
    a. how CSAC currently assesses/measures the quality and effectiveness of treatment provided to patients; and
    b. how BayMark will assess/measure the quality and effectiveness of treatment provided to patients.

2. Provide a comprehensive overview of:
    a. the current programs offered by CSAC, including the social and psychological services referenced on page 302 of the application;
    b. whether each of those services will continue to be offered by BayMark following the transfer of ownership; and
    c. any new initiatives or evidence-based programs that BayMark intends to introduce at the clinic (e.g., explain Bay Mark's approach to client retention referenced on page 313 of the application and state whether that approach will be implemented at the clinic).

3. Does BayMark plan to institute a written charity care policy?
    a. If yes, when does it expect to have an initial draft of the policy?
    b. How does BayMark define "charity care?"

4. Pages 22 and 23 of the application indicate that the year-to-year increase in outpatient visits is projected to grow at a rate of 3% annually. However, the historical utilization table on page 313 of the application shows year-to-year growth rates range between 7-9% for FYs 2014 through 2016. Explain the assumptions upon which the lower annual growth rate is projected.

5. Correct the total volume for the current fiscal year in Table 5 on page 313 of the application.

6. Provide a copy of the credit facility agreement or documentation from the lender guaranteeing the line of credit referenced in the article provided on page 346 of the application.

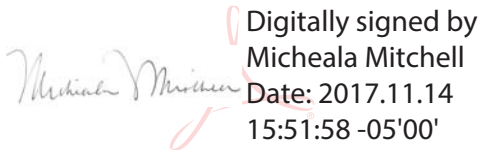
7. Explain how the proposal is financially feasible in light of BayMark's projected and increasing operational losses through FY 2020.

8. With regard to BayMark's financial worksheet, please explain:
    a. what is included under "other operating expenses;"
    b. what portion of line B.5 (depreciation and amortization) is attributable to BayMark's goodwill; and

c. the increase in salaries and wages in line B.1.

If you have any questions concerning this letter, please contact Kaila Riggott at (860) 418-7037.

Sincerely,



Micheala L. Mitchell
Staff Attorney

User, OHCA

From: Frank Baumann <FBaumann@baymark.com>
Sent: Tuesday, November 14, 2017 4:27 PM
To: User, OHCA; Riggott, Kaila
Cc: Schaeffer-Helmecki, Jessica; Hansted, Kevin; Mitchell, Micheala; 'Blain125@comcast.net'
Subject: RE: Second Completeness Letter

Confirmed Receipt.

Frank Baumann
Chief Operating Officer
O: 214.379.3318 | C: 214.763.7026 | F: 214.379.3322
BayMark HEALTH SERVICES

From: Mitchell, Micheala [mailto:Micheala.Mitchell@ct.gov]
Sent: Tuesday, November 14, 2017 2:55 PM
To: Frank Baumann; 'Blain125@comcast.net'
Cc: Schaeffer-Helmecki, Jessica; User, OHCA; Riggott, Kaila; Hansted, Kevin
Subject: Second Completeness Letter

Good afternoon Mr. Blain and Mr. Baumann,

Attached is a second completeness letter in the above-referenced matter. Your written responses must be received by the Office of Health Care Access **no later than 4:30 p.m**. on **February 12, 2018**.

Please confirm receipt of this email and the attachment at your earliest convenience.

Thank you,
Micheala L. Mitchell
Staff Attorney, PHHO/OHCA
Connecticut Department of Public Health
410 Capitol Avenue, MS# 13-HCA, Hartford, CT 06134
Phone: (860) 418-7055
Email: micheala.mitchell@ct.gov

User, OHCA

From: Ed Blain <blain125@comcast.net>
Sent: Tuesday, November 14, 2017 4:36 PM
To: Mitchell, Micheala
Cc: FBaumann@baymark.com; Schaeffer-Helmecki, Jessica; User, OHCA; Riggott, Kaila; Hansted, Kevin
Subject: Re: Second Completeness Letter

Confirmed receipt

Best,

Ed
Sorry for any typos sent from my phone

On Nov 14, 2017, at 3:55 PM, Mitchell, Micheala <Micheala.Mitchell@ct.gov> wrote:

> Good afternoon Mr. Blain and Mr. Baumann,
>
> Attached is a second completeness letter in the above-referenced matter. Your written responses must be received by the Office of Health Care Access **no later than 4:30 p.m**. on **February 12, 2018**.
>
> Please confirm receipt of this email and the attachment at your earliest convenience.
>
> Thank you,
> Micheala L. Mitchell
> Staff Attorney, PHHO/OHCA
> Connecticut Department of Public Health
> 410 Capitol Avenue, MS# 13-HCA, Hartford, CT 06134
> Phone: (860) 418-7055
> Email: micheala.mitchell@ct.gov
>
> <image001.jpg><image002.jpg>
>
>
>
> <32184 CSAC BayMark Completeness Letter(2) 11.7.17.pdf>

User, OHCA

From: Ed Blain <blain125@comcast.net>
Sent: Tuesday, November 14, 2017 5:12 PM
To: Frank Baumann
Cc: User, OHCA; Riggott, Kaila; Schaeffer-Helmecki, Jessica; Hansted, Kevin; Mitchell, Micheala
Subject: Re: Second Completeness Letter

Confirmed receipt.
Best,

Ed

On Nov 14, 2017, at 4:26 PM, Frank Baumann <FBaumann@baymark.com> wrote:

Confirmed Receipt.

Frank Baumann
Chief Operating Officer
O: 214.379.3318 | C: 214.763.7026 | F: 214.379.3322
<image001.jpg>

From: Mitchell, Micheala [mailto:Micheala.Mitchell@ct.gov]
Sent: Tuesday, November 14, 2017 2:55 PM
To: Frank Baumann; 'Blain125@comcast.net'
Cc: Schaeffer-Helmecki, Jessica; User, OHCA; Riggott, Kaila; Hansted, Kevin
Subject: Second Completeness Letter

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Thank you,
Micheala L. Mitchell
Staff Attorney, PHHO/OHCA
Connecticut Department of Public Health
410 Capitol Avenue, MS# 13-HCA, Hartford, CT 06134
Phone: (860) 418-7055
Email: micheala.mitchell@ct.gov
<image005.jpg><image006.jpg>